Memorial
University of Newfoundland

COLLECTIVE AGREEMENT

between

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

and

MEMORIAL UNIVERSITY OF NEWFOUNDLAND FACULTY ASSOCIATION

February 26, 2010 - August 31, 2013

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APPENDICES

Appendix A.1 Labour Relations Board Order - Faculty Members and Librarians
http://www.mun.ca/munfa/AppA1.10-13.pdf

Appendix A.2 Memorandum of Understanding - Career, Co-op and Internship Coordinator, Faculty of Science; Field Administrator, School of Social Work
http://www.mun.ca/munfa/AppA2.10-13.pdf

Appendix B CAUT Teaching Dossier
http://www.caut.ca/uploads/teaching_dossier_en.pdf

Appendix C University-Wide Procedures on Sexual Harassment
http://www.mun.ca/munfa/AppC.10-13.pdf (See revised procedures below)
http://www.mun.ca/policy/site/procedure.php?id=348 (REVISED DECEMBER 9, 2010)

Appendix D.1 Salary Scale for Lecturers
http://www.mun.ca/munfa/AppD1.10-13.pdf

Appendix D.2 Salary Scale for Faculty Member Ranks
http://www.mun.ca/munfa/AppD2.10-13.pdf

Appendix D.3 Salary Scale for Librarians
http://www.mun.ca/munfa/AppD3.10-13.pdf

Appendix D.4 Salary Scale for Coordinators
http://www.mun.ca/munfa/AppD4.10-13.pdf

Appendix E Academic Unit Teaching Norms (See Clause 3.09)
http://www.mun.ca/munfa/AppE.10-13.pdf

Appendix F Protocol in Connection with Clause 25.32
http://www.mun.ca/munfa/AppF.10-13.pdf

Appendix G Disciplines Constituting each Program Unit at Sir Wilfred Grenfell College
http://www.mun.ca/munfa/AppG.10-13.pdf

Appendix H Letter of Understanding - Childcare Expansion for St. John's campus
http://www.mun.ca/munfa/AppH.10-13.pdf

Appendix I Letter - Professional Association Membership (Article 26)
http://www.mun.ca/munfa/AppI.10-13.pdf

Appendix J Letter of Understanding - University Wide Procedures on Sexual Harassment
http://www.mun.ca/munfa/AppJ.10-13.pdf

Appendix K Strikes and Lockouts Protocol
http://www.mun.ca/munfa/AppK.10-13.pdf

Article 1
FRAMEWORK AND IMPLEMENTATION

PREAMBLE

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

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

DEFINITIONS

1.03 For the purposes of this Collective Agreement:

(a) "Academic Staff Member," hereinafter referred to as "ASM," shall mean an Academic Employee included in the bargaining unit as defined by the Certification Orders issued on March 24, 1988, and as amended October 1, 2002 by the Newfoundland Labour Relations Board attached as Appendix A, as may be amended, or as modified by this Collective Agreement.

(b) "Academic Unit" shall mean an Academic Department, research unit, School, non-departmentalized Faculty, Grenfell College Division, Faculty of Medicine Division, the Fisheries and Marine Institute, the Counselling Centre, the Division of Cooperative Education, or the University Library, to which one (1) or more ASMs have their primary or sole appointment. For Faculty Members at Sir Wilfred Grenfell College who are not members of a Division, the Academic Unit shall be the College. For Faculty Members in the Faculty of Medicine who are not members of a Division, the Academic Unit shall be the Faculty.

(c) "Academic Year" runs from September 1 to August 31.

(d) "Act" shall mean *An Act Respecting The Memorial University of Newfoundland*, c. M-7, R.S.N. 1990, as amended.

(e) "Administrative Head" shall mean the head of an Academic Department, Grenfell College Division, or the Dean or Director of an Academic Unit. In the Faculty of Medicine, the "Administrative Head" shall mean the Associate Dean of the Division of Community Health and Humanities or Bio-Medical Science. For Faculty Members in the Faculty of Medicine who are members of neither the Division of Community Health and Humanities nor Bio-Medical Science, the Administrative Head shall be the Vice-Dean. In the case of a joint appointment, this shall be the unit with primary responsibility as defined in Clause 23.31. For Counselling Faculty Members in St. John's, the Administrative Head shall be the Director of Counselling. For Librarians, the Administrative Head shall be the University Librarian. For Faculty Members at the Fisheries and Marine Institute, the Administrative Head shall be the Associate Executive Director. For Faculty Members at Sir Wilfred Grenfell College who are not members of a Division, the Administrative Head shall be the Principal.

(f) "Association" shall mean the Memorial University of Newfoundland Faculty Association (MUNFA).

(g) "Basic Annual Salary" shall be the annual salary as determined in Article 31. It shall not include payment for extra duties nor stipends.

(h) "Board" shall mean the Board of Regents of the University.

(i) "College Programme Unit" shall mean one (1) of the groupings of which ASMs are members by virtue of being members of the discipline(s) indicated in Appendix G as constituting a College Programme Unit. In addition, a College Programme Unit may include any other ASM in accordance with Clause 28.08.

(j) “Collegial Consultation” shall mean a process whereby ASMs meet collectively with their Administrative Head to discuss and vote on an issue. Notice of this meeting, stating its purpose, shall be distributed to all ASMs in the Academic Unit or appropriate unit indicated in a specific clause in this Collective Agreement, in advance of the meeting. The result of the vote, which shall be disseminated to all ASMs in the unit, is advisory only.

(k) “Cooperative Education Coordinator” (CEC) and “Field Education Coordinator” (FEC) are ASMs appointed to the classification of Coordinator I or Coordinator II.

(l) "Counselling Faculty Member" shall be an ASM whose primary appointment and functions are in the Counselling Centre or in the case of the Sir Wilfred Grenfell College who is specifically appointed as a Counsellor and who also holds the rank of Lecturer, Assistant Professor, Associate Professor, or Professor.

(m) "Course" shall be a unit of academic instruction for credit or designated "foundation" normally taught for three (3) or more hours a week over a thirteen-week semester, or an equivalent period for a session, preceded by registration and advising of students and followed by an examination period. Courses may be taught by various methods including, but not limited to, lectures, laboratories, correspondence, teleconferencing, and educational television.

(n) "Day" shall mean a weekday when the University is open for the transaction of administrative business, unless otherwise stipulated in this Collective Agreement.

(o) “Distance Education” shall mean the teaching of a course section when the instructor is not in the presence of the students. This definition notwithstanding, a course section in which the instructor and the students are on a single campus, interacting in real time through Telecommunications Technology, is not a Distance Education section and such a course section shall only be taught if the ASM has been offered Telecommunications Technology training at the University’s expense.

(p) "Faculty Member" shall be an ASM appointed to the rank of Lecturer, Assistant Professor, Assistant Professor (Research), Associate Professor, Associate Professor (Research), Professor or Professor (Research).

(q) "Grenfell College" or "the College" shall be the Sir Wilfred Grenfell College at Corner Brook.

(r) A course shall be considered to be a “Laboratory Course” if its delivery is determined by the Administrative Head in consultation with the ASM(s) delivering the course to require the ASM(s) to prepare, or to make major revisions to, the laboratory component of a course, or to grade the students’ laboratory work, or to be present in the laboratory.

(s) "Librarian" shall mean an ASM appointed to the rank of Librarian I, Librarian II, Librarian III, or Librarian IV.

(t) "Parties" shall mean parties to this Collective Agreement: the Memorial University of Newfoundland and the Memorial University of Newfoundland Faculty Association.

(u) "President" shall mean the President of the University or any University employee authorized to act on his or her behalf.

(v) "President of the Association" shall mean the President of MUNFA or any ASM or employee of MUNFA authorized to act on his or her behalf.

(w) "Principal" shall mean the Principal of Sir Wilfred Grenfell College or any University employee authorized to act on his or her behalf.

(x) "Report" of a committee shall consist of the written recommendations of the majority of the members of the committee and any additional dissenting recommendations of other members of the committee,

together with written statements of the reasons for each recommendation.

(y) "Shall" means that the action is mandatory.

(z) "Telecommunications Technology" shall mean any mechanisms of real-time communication in which some of the participants are not in the physical presence of the others. Such communication mechanisms shall include, but not be limited to teleconferencing, video conferencing, the Internet, and any other forms of interactive audio or audio-video systems. Meetings using Telecommunications Technology shall be acceptable only when all members have all appropriate documentation and it is not feasible for the committee to meet in person within the time necessary to make a decision.

(aa) “Tenure-track” shall mean an appointment with a probationary period leading to a consideration for the granting of tenure in accordance with the procedures for this purpose in this Collective Agreement.

(bb) "University" shall mean the Memorial University of Newfoundland as defined in the Act.

(cc) "University Librarian" shall mean the University officer responsible for the administration of the University Library.

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

(ee) “Vice-Dean” shall mean the Vice-Dean of the Faculty of Medicine. The Vice-Dean is the University officer reporting to the Dean of Medicine and administratively responsible for ASMs in clinical disciplines in the Faculty of Medicine.

RECOGNITION OF THE FACULTY ASSOCIATION

1.04 The University recognizes the Association as the exclusive bargaining agent for all ASMs included in the bargaining unit as defined by the Certification Order issued on March 24, 1988, by the Newfoundland Labour Relations Board and as amended October 1, 2002 attached as Appendix A.1 and A.2, as may be amended, or as modified by this Collective Agreement.

1.05 The Bargaining Unit as set out in the Certification Order is altered in the following ways:

(a) A "Director equivalent to a Dean" shall be interpreted to mean a Director of an Academic Unit, holding academic rank, with administrative responsibility over ASMs. Other directors of units who hold academic rank and are engaged primarily in teaching and/or research but who have no administrative responsibility over ASMs are members of the Bargaining Unit. Directors of non-academic Departments or Divisions are excluded from the Bargaining Unit;

(b) Associate and Assistant Directors, when the Director is excluded from the Bargaining Unit, are themselves excluded from the Bargaining Unit.

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

DEDUCTION OF ASSOCIATION DUES

1.07 The University agrees to deduct on a biweekly basis the dues or assessments of the Association from the salary of each ASM.

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

APPOINTMENT, PROMOTION, TENURE AND ENTRY OF EXCLUDED ASMs

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

1.10 The appointment, review, promotion and tenure of persons to or in excluded positions shall be in accordance with *Memorial University of Newfoundland Policies and Procedures Governing the Appointment, Review, Promotion and Tenure of Academic Administrators* in effect October 26, 2000.

MANAGEMENT RIGHTS

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

COLLEGIAL RIGHTS OF MEMBERS

1.12 The University recognizes the right, privilege, and responsibility of ASMs to participate in collegial processes of the University as set out in Senate regulations, guidelines, policies and decisions, and as specified by this Collective Agreement.

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

OFFICE SPACE AND UNIVERSITY SERVICES FOR THE ASSOCIATION

1.14 The University shall continue to provide the Association with its present space or equivalent University space at no cost to the Association.

1.15 The University shall provide the Association, without charge, with office space at the Sir Wilfred Grenfell College.

1.16 Use of specified University facilities shall be available to the Association for Association business; mail and telephone shall be provided on a cost recovery basis; duplicating, computing services, meeting rooms, and other services or facilities on each campus shall be on the same basis and charged at the same rates as are applicable to Academic Departments. The internal mail service shall be provided to the Association on the same basis as it is provided to Academic Departments.

RELEASE TIME FOR, AND RECOGNITION OF, ASSOCIATION SERVICE

1.17 Up to two (2) officials of the Association, upon request by the Association, shall each receive a reduction of one half in his or her annual assigned teaching load or, with his or her consent, an equivalent reduction in non-teaching duties. The Association shall inform the Vice-President (Academic) of the names of these individuals at least three (3) months before the date on which the reduction of duties will begin.

1.18 The Association may purchase release time for additional officers at the per course stipend subject to the exigencies of the University. The request to purchase shall be submitted to the Vice-President (Academic) at least three (3) months before the date on which the release time is to begin.

1.19 Members of the Association Negotiating Committee, provided it is kept to a reasonable number, shall be granted time off without loss of pay for the time they are involved in actual negotiating sessions. Each individual on the Committee shall notify his or her Administrative Head of the arrangements made or the need for the Administrative Head to make suitable arrangements.

1.20 An ASM's service to the Association shall be deemed academic service as set out in the appropriate articles

in this Collective Agreement.

JOINT ASSOCIATION/UNIVERSITY RELATIONS COMMITTEE

1.21 There shall be a Joint Association/University Relations Committee consisting of not more than three (3) representatives of the Association and three (3) representatives of the University.

1.22 The Association's representatives shall be members of the bargaining unit appointed by the Association, and the University's representatives shall be appointed by the President from within the University. No lawyer shall serve on this Committee except by mutual consent of the Parties.

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

1.24 The Committee shall meet whenever the need arises, but in any event, at least every two (2) months.

1.25 The purpose of the Committee is to review matters of mutual interest arising from the application of this Collective Agreement and to foster communications and co-operation between the Parties, but the Committee shall not have the power to deal with any matters which are properly the subject of a grievance or negotiation.

1.26 A similar Committee composed of two (2) representatives each of the University and the Association shall be set up at the Sir Wilfred Grenfell College.

PENSIONS AND BENEFITS COMMITTEES

1.27 The Association shall name persons to fill at least 33 1/3 percent of the positions on the University Pensions Committee and the Employee Benefits Committee.

ASSISTANCE FOR THE ASSOCIATION

1.28 The Association shall have the right at any time to call on the assistance of representatives of the CAUT or any other counsel it deems advisable. Such representatives or counsel shall have normal access to the University premises to consult ASMs.

CORRESPONDENCE AND INFORMATION

1.29 Except for correspondence relating to grievance matters, all correspondence between the Association and the University arising out of this Collective Agreement or incidental thereto shall pass between the President of the Association and the President of the University, with correspondence originating with the Association being copied to the Vice-President (Academic) of the University.

1.30 The University shall provide the Association with the following:

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

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

14. Sex

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

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

(c) In addition to the items provided under Clause 1.30 (b), the following will be provided biweekly on the same basis starting within six (6) months of the signing of this Collective Agreement:

1. Years of service as an ASM at the University
2. Years of prior academic employment
3. Years of prior relevant employment
4. Rank code
5. Degree code
6. Annual value of any market differential.

(d) At least once each semester, no later than the end of the fourth week of lectures, a list in printed and computer readable forms of all persons with teaching term appointments who are not in the bargaining unit, including the following information:

1. Name of appointee
2. Academic Unit and course number for each course assigned
3. Laboratory or other non-lecture responsibilities, if any, for each current assignment
4. Starting date of each current assignment
5. End date of each current assignment
6. Total courses or full-course equivalents assigned for the current semester.

(e) Minutes of the University Pensions Committee and the Employee Benefits Committee and audited and other reports concerning the pension and benefit plans.

(f) Copies of the letters of appointment of ASMs issued after the date of signing of this Collective Agreement.

COPIES OF THE COLLECTIVE AGREEMENT

1.31 The University shall provide for the printing of this Collective Agreement and shall pay all costs associated with:

(a) Four (4) official copies of the Collective Agreement, to be signed by the signing officers of the University and the Association (two (2) copies for each Party);

(b) Sending a copy of the Collective Agreement to each ASM;

(c) One hundred (100) extra copies for Association use.

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

1.33 The University shall supply the Association with an electronic version of the complete text of this Collective Agreement.

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

TRANSITION TO THE COLLECTIVE AGREEMENT

1.35 All evaluations for the renewal of tenure-track appointments and the granting of tenure or promotion in process on the date that this Collective Agreement comes into force, shall be continued and concluded according to the procedures, practices and criteria prevailing before that date. Any grievance arising out of such evaluations shall be dealt with in accordance with the appropriate Clauses of the Collective Agreement signed December 13, 2007.

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

1.37 Benefits and entitlements of ASMs which accrue or are carried forward from year to year under the Collective Agreement signed December 13, 2007, and which remain outstanding on the date that this Collective Agreement comes into force, shall be carried forward under this Collective Agreement.

1.38 Any grievance filed before the date that this Collective Agreement comes into force shall continue to be processed under the provisions of the Collective Agreement signed December 13, 2007.

DURATION OF COLLECTIVE AGREEMENT

1.39 This Collective Agreement shall remain in effect from the date of signing until such time as a new Collective Agreement is signed or until there is a strike or lockout, whichever comes first. Either Party may give notice in writing, not more than ninety (90) days and not less than thirty (30) days before August 31, 2013 or not more than ninety (90) days and not less than thirty (30) days before August 31 of each subsequent year, if notice was not given by either Party in the previous year, of its desire to commence collective bargaining with a view to the renewal or revision of this Collective Agreement or the conclusion of a new Collective Agreement.

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

NO STRIKE OR LOCKOUT

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

(a) The Association shall not declare or authorize a strike of ASMs.

(b) The University shall not declare or authorize a lockout of ASMs.

(c) No ASM of the bargaining unit shall strike.

CONFLICT OF INTEREST

1.42 Peer assessment, review, and other processes concerning appointment, re-appointment, dismissal, salary, rank, promotion, tenure, sabbatical or other leaves, pensions or fringe benefits shall be performed in a non-discriminatory manner as set out in Article 2. No person shall participate in the processes leading to the decisions listed above affecting his or her own position or that of an individual with whom in the opinion of the Parties that person has or has previously had a marital, familial, sexual or on-going significant financial relationship.

1.43 The parties recognize that an ASM may not be aware that a conflict of interest exists until after the work of a committee begins (for example, when the names of applicants are made known to the committee). Nevertheless, the ASM shall inform the Administrative Head at the earliest convenient time when a potential conflict is discovered.

PERSONAL FILES

1.44 In this Article the word "file" means the official personal file.

1.45 The file, which shall be the file of record, shall be maintained by and located in the Department of Human Resources.

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

1.47 Material not in an ASM's file shall not be used in any evaluative or disciplinary procedure, or otherwise to the disadvantage of the ASM.

CONTENTS OF THE FILE

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

(a) Pre-appointment materials including correspondence associated with the application, curriculum vitae, transcripts and letters of reference.

(b) Copies of letters relating to Board actions respecting the ASM including initial appointment, renewal of appointment, leaves of absence, administrative appointments and salaries.

(c) Employment-related correspondence.

(d) Documentation relating to recommendations on tenure and promotion.

(e) Correspondence and other documentation respecting professional development and achievement.

1.49 No anonymous correspondence or other material shall be placed in the file except for documents recording salary, rank changes, leaves, and similar matters, and student evaluations when submitted by candidates for tenure or promotion as part of their assessment file.

1.50 Confidential material kept in an ASM's file shall be limited to signed letters of reference and assessments transmitted in confidence to the Administrative Head or a Committee, solicited in relation to appointment, promotion or tenure. The ASM shall be informed that such letters are being sought unless the letters are those described in Clauses 11.09- 11.14 and 12.11 - 12.12.

1.51 An ASM shall receive an inventory of the confidential materials in his or her file upon written request to the Director of Human Resources, such an inventory to include the date and topic of the confidential

material.

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

1.53 When an addition is made to the file, it shall be copied to the ASM with the following exceptions:

(a) Confidential materials described in Clause 1.50.

(b) Routine documentation that is periodically entered in the files of a class of ASMs.

(c) Documentation originating from the ASM.

(d) Documentation that has already been copied to the ASM.

(e) Documentation that is addressed to the ASM and includes the notation "cc: PF" to indicate that it is copied to the personal file.

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

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

1.55 For the purposes of this Article, the documents in the file can be divided into four (4) classes:

(a) Personnel and evaluative material copied into the electronic data base;

(b) Routine employment information not copied into the electronic data base and stored in paper form in the Department of Human Resources;

(c) Letters of reference, parts of which, in accordance with Clause 1.62, are kept confidential from the ASM, are copied into the electronic data base; and

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

1.56 Access to the electronic data base copy of the file shall be by means of terminals physically located only in the Department of Human Resources and the Office of Faculty Relations, or by means of copies printed in those units.

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

1.58 In normal circumstances, the ASM shall receive a copy of the inventory for his or her file within one (1) day of requesting it from the Director of Human Resources.

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

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

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

(a) Upon receipt of proof that there is false or inaccurate information in an ASM's file, the Director of Human Resources shall remove that information.

(b) Any disciplinary action given in writing and becoming part of an ASM's file shall be destroyed after two (2) years have elapsed provided that further disciplinary action concerning a similar matter has not been issued within that period. If a grievance is filed relating to disciplinary action given in writing, and the grievence is not upheld, then the time between filing the grievance and the resolution of the grievance shall be added to the two (2) year period referenced in this Clause.

(c) As all or part of the settlement of a grievance or complaint.

(d) By mutual consent between the Parties or between the University and the ASM.

ACCESS TO THE FILE

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

1.63 An ASM may, on written request, obtain a copy of any document to which he or she has a right of examination, on a cost recovery basis. For documents that have not been copied to the ASM, he or she shall be entitled to one (1) copy at no cost.

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

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

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

1.67 Medical information concerning an ASM shall not be made available to any person except on a need-to-know basis.

Article 2
ACADEMIC RIGHTS AND FREEDOMS

2.01 All ASMs enjoy equal rights to academic freedom.

2.02 Academic freedom is necessary for the pursuit of the University's purposes. The defence of academic freedom is an obligation on all members of the University community. Academic freedom does not require neutrality on the part of the individual, nor does it preclude commitment. Rather it makes commitment possible.

2.03 Therefore, the Parties agree to uphold the right of ASMs to teach, to learn, to carry out research, to publish, to comment, to criticise, to acquire and disseminate knowledge, to create, and to perform; all of these without deference to prescribed doctrine.

2.04 Academic freedom includes the right to discuss and criticise policies and actions of the University and the Association and protects against the imposition of any penalty by either Party for exercising that right.

2.05 Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base one's research and teaching on an honest search for knowledge. In exercising the freedom to comment and criticize, ASMs have a corresponding obligation to use academic freedom in a responsible manner by recognizing the rights of other members of the University community, and by affirming the rights of others to hold differing points of view.

2.06 Academic freedom does not confer legal immunity, nor does it diminish the responsibilities of ASMs to fulfil their academic obligations. ASMs as such shall not be hindered or impeded in any way by the Association or by the University from exercising their legal rights, nor shall they suffer any penalty imposed by either Party for exercising those rights.

2.07 ASMs retain all their freedoms as citizens to express themselves. The University accepts no responsibility for such expressions and exercises no censorship. In statements outside the University, ASMs shall not claim to speak on behalf of the University unless specifically authorized to do so. Should confusion arise concerning whether an ASM was speaking on behalf of the University, the ASM shall issue a disclaimer.

NON-DISCRIMINATION

2.08 Except as otherwise provided in this Collective Agreement, or by statute, the Parties agree that there shall be no discrimination or favouritism, interference, restriction or coercion exercised or practised with respect to any ASM in regard to any terms or conditions of employment as set out in this Collective Agreement, including, but not limited to, salary, fringe benefits, pension, appointment, hiring process, reappointment, dismissal, rank, promotion, tenure, sabbatical or other leave, by reason of age, physical appearance, colour, national or ethnic origin, citizenship, political or religious affiliation or non-affiliation, political or religious activity or non-activity or belief or non-belief, clerical or lay status, sex, sexual orientation, marital status, physical or mental disability (except where the disability would clearly interfere with the proper carrying out of his or her required duties), language (except where the lack of language competence would clearly prevent carrying out the required duties), kinship, membership or activity or non-membership or non-activity in the Association. While the Parties agree not to discriminate on the basis of place of residence, an ASM who chooses to reside in a location which predictably interferes with the discharge of his or her responsibilities may not cite this Clause as a defence against disciplinary action resulting from that failure to discharge his or her responsibilities.

ETHICAL CONDUCT FOR RESEARCH INVOLVING HUMANS

2.09 The Tri-Council Policy Statement entitled *Ethical Conduct for Research Involving Humans (1998),* or successor*,* hereafter referred to as the Tri-Council Policy Statement, applies to research on humans conducted by ASMs. In any dispute about the meaning or application of the Tri-Council Policy Statement, the full text of the Policy Statement, including the commentary, shall be the basis for any judgement.

2.10 Research Ethics Boards (REBs) and Appeal Boards shall be established according to the requirements specified in the Tri-Council Policy Statement.

2.11 REBs shall not have, nor shall they assume, the power to recommend discipline, to impose sanctions or discipline, or to cause discipline to be imposed on ASMs, nor shall they have any power to cause to be placed in the member's personal file any information related to the research proposal.

2.12 An Appeal Board shall have the power to review, amend, or reverse decisions of an REB. It shall not have, nor shall it assume, the power to recommend discipline, to impose sanctions or discipline, or to cause discipline to be imposed on ASMs, nor shall it have any power to cause to be placed in the member's personal file any information related to the research proposal. The decision of the Appeal Board shall be communicated to the ASM and to both Parties.

2.13 Decisions of the REBs and Appeal Boards regarding the ethical propriety of research proposals shall not be subject to grievance.

Article 3
DUTIES AND RESPONSIBILITIES OF FACULTY MEMBERS

3.01 All Faculty Members have certain duties and responsibilities which derive from their positions as teachers and scholars with academic freedom. The professional duties and responsibilities of Faculty Members shall be an appropriate combination of:

(a) undergraduate and graduate teaching;

(b) research, scholarship, and creative and professional activities;

(c) academic service, which may include the application of the Faculty Member's academic or professional competence or expertise in the community at large.

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

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

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

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

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

(i) being available on campus for consultation with students. In the case of Faculty Members teaching distance education courses, consultation necessary for such courses need not be carried out on campus. In any case, Faculty Members shall be available at scheduled times for not less than two (2) hours per course per week for consultation, to a maximum of five (5) hours per week. Faculty Members shall make these arrangements known to their students in writing not later than six (6) days after the start of lectures in a semester or three (3) days after the start of lectures during Intersession or Summer Session;

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

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

3.03 The duty to engage in scholarly activity includes:

(a) the conduct of research, scholarship, and critical, creative, professional or developmental work; and

(b) the dissemination of such work through publication, demonstration, presentation, exhibition or performance, or by other means appropriate to the discipline.

Both (a) and (b) must be present to comprise scholarly activity when viewed over a three (3) year period.

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

(a) through membership and participation on the appropriate bodies, for example the Senate, and on Departmental, Divisional, Faculty, School, and University, and other Committees and Boards;

(b) by undertaking other forms of academic service.

Faculty Members shall be elected or appointed to such bodies only with their consent which shall not be unreasonably withheld. Those who have the responsibility to make such appointments shall make every effort to ensure that academic service commitments are equitably shared.

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

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

WORKLOAD OF FACULTY MEMBERS

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

(a) In the absence of specific alterations effected under Clauses 3.18 - 3.32, the following two categories shall constitute approximately equal proportions of a Faculty Member's work:

(i) undergraduate and graduate teaching;

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

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

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

3.09 The normal amount of teaching assigned for an Academic Year for Faculty Members in each Academic Unit shall be referred to as the "teaching norm". The teaching norm for each Academic Unit is shown in Appendix E. The norms shown in Appendix E shall remain the norms for the duration of the Collective Agreement except in those Academic Units where the norm in Appendix E is six (6). In these Academic Units the following procedure may be used to reduce the norm to five (5):

Following the introduction of a plan whereby the number of course registrations averaged over the previous three (3) consecutive Academic Years can be accommodated without requiring additional

resources, and following Collegial Consultation within the Academic Unit, the Dean, Director, or Principal issues a declaration that the norm has changed from six (6) to five (5).

3.10 The teaching load of all Faculty Members shall be set at the teaching norm for their Academic Unit except as varied by writing in accordance with this Collective Agreement.

St. John's Campus

3.11 (i) (a) Following considerations under Clause 3.08, the Administrative Head shall indicate, in writing, the courses that ought to be offered in the upcoming Academic Year and at the same time, the Administrative Head shall indicate in writing to the Faculty Members that this is preliminary to the assignment of teaching workload.

(b) In response to the circulation of the list in (a) above, each Faculty Member shall submit his/her teaching preference from this list to the Administrative Head in writing.

(ii) (a) The Administrative Head shall then make a preliminary assignment of the number of courses and the particular courses to be taught by each Faculty Member and circulate this preliminary list of all teaching assignments to all Faculty Members and invite comments.

(b) After giving consideration to these comments, the Administrative Head shall notify each Faculty Member in writing of his or her teaching assignments. These assignments shall be fair and equitable when viewed over a two (2) year period.

Grenfell College

3.12 (a) Each Programme Chair of a single discipline Programme Unit at the College, shall indicate the courses that ought to be offered in the upcoming Academic Year and shall consult with the Faculty Members in his or her Programme Unit concerning which of these courses they wish to teach. The Programme Chair shall indicate in writing to the Faculty Members that this is preliminary to the assignment of teaching workload.

(b) The Programme Chair shall advise the Division Head on the course offerings and the assigning of individual teaching responsibilities in his or her Programme.

(c) For an interdisciplinary Programme Unit, the Division Head shall issue a preliminary list of all teaching assignments to all Faculty Members in that Programme Unit and invite comments.

(d) After giving consideration to these comments, the Division Head shall assign individual teaching responsibilities in a fair and equitable manner, when viewed over a two (2) year period after consultation with the Programme Chair within that interdisciplinary Programme Unit.

(e) Division Heads with responsibility for course assignments to Faculty Members at the College who are not in Programme Units, shall follow the procedure listed for the St. John's Campus in Clause 3.11(i) and (ii) above.

3.13 Teaching assignments shall be made and announced at least two (2) months before the start of a semester. In making such assignments, the Administrative Head shall take into account the following factors.

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

(b) The number of scheduled contact hours per course;

(c) The number of hours of preparation, grading and administration per course;

(d) The number of students enrolled in each course;

(e) The number of hours of academic advising and consulting per course;

(f) The level (introductory, upper year, graduate, et cetera) of each course;

(g) The type (lecture, laboratory, seminar, et cetera) of each course;

(h) Assistance of graduate students or colleagues in the teaching of courses;

(i) Additional hours of preparation required for a new course;

(j) The amount of intern, clinical, research, thesis, and other academic supervision of undergraduate and graduate students;

(k) Responsibility for the supervision of laboratory work as part of the scheduled courses;

(l) The abilities and scholarly competence of each Faculty Member;

(m) The number of years of university teaching experience of each tenure-track Faculty Member in her or his first year.

3.14 Faculty Members shall not be required to teach in more than two (2) of the three (3) semesters which comprise the Academic Year. A Faculty Member who agrees to teach in all three (3) semesters of an Academic Year shall not be required to teach in more than four (4) of the six (6) semesters of two (2) successive Academic Years. The Administrative Head shall make a serious effort to arrange the courses to be taught and the scheduling of teaching duties in a fair and equitable manner when viewed over a two (2) year period.

3.15 In Academic Units not established prior to the date of the signing of this Collective Agreement, the Dean, Director, Associate Executive Director of the Fisheries and Marine Institute, or Principal shall determine the teaching norm for the Academic Unit, following consultation with the Department Head when the Academic Unit is in a departmentalized Faculty, or at the College, with the Division Head. In all cases, the Administrative Head shall have previously sought the formal advice of the Faculty Members in the Academic Unit. The teaching norm shall be a minimum of four (4) and a maximum of six (6) lecture courses or their equivalent as set out in Clauses 3.16 and 3.17 and shall be fair and equitable in relation to the workloads assigned to other Academic Units.

3.16 Course equivalencies shall be established or continued for all Academic Units according to the following procedure:

(a) Where equivalencies were established in accordance with previous Collective Agreements, the most recent equivalencies established in accordance with these Collective Agreements shall remain in effect for the duration of this Collective Agreement unless altered by the procedures in this Clause or Clause 3.17.

(b) When new teaching formats are established, the Dean, Director or Principal shall, following Collegial Consultation, determine the course equivalence for the new format. This determination shall be fair and equitable, and shall be circulated to all Faculty Members in the Academic Unit.

3.17 The equivalencies specified in Clause 3.16(a) may be altered according to the following procedures:

(a) Within sixty (60) days of the signing of this Collective Agreement and upon request by either:

(i) the Dean, Director, Principal or, where equivalencies were previously determined by department in a departmentalized faculty, the Department Head; or

(ii) at least ten (10) or one-half, whichever is less, of the Faculty Members from within the relevant Faculty, School, or College or Department,

the Administrative Head shall call a meeting of the Academic Unit for the purpose of deciding

whether to re-examine course equivalencies.

(b) Following such a meeting and if formal approval has been obtained by a majority vote by ballot of the Faculty Members in that Academic Unit, a Faculty, School, College or Department shall re-determine course equivalencies in the following manner:

(i) If the equivalencies had previously been established by Faculty, School or College, a Special Committee shall be struck within the Faculty, School, or College within one hundred (100) days of the date of signing of this Collective Agreement in order to redetermine the equivalence of all non-standard teaching formats, including, but not limited to, Laboratory Courses, and intern, clinical, research, thesis and other academic supervision of undergraduate and graduate students in the Academic Unit relative to a three-hour lecture course. The Special Committee shall consist of three (3) Faculty Members elected by and from among the Faculty Members in the Faculty, School or College and two (2) Faculty Members appointed by the Dean, Director or Principal. After receiving the report of the Special Committee, the Dean, Director or Principal shall determine the course equivalencies. This determination shall be fair and equitable, and shall be circulated to all Faculty Members in the Academic Unit.

(ii) If the equivalencies had previously been established by Department, the Department Head shall, following Collegial Consultation, determine the equivalencies. This determination shall be fair and equitable, and shall be circulated to all Faculty Members in the Academic Unit.

VARIATIONS FROM THE TEACHING NORM

3.18 On an annual basis the proportion of a tenured Faculty Member's work devoted to teaching may be increased under one or the other of the following provisions:

(a) A voluntary increase may be given following a signed agreement between a Faculty Member and the Administrative Head. With this increase in work devoted to teaching, the expectations for research, scholarly, creative and professional activities shall be correspondingly reduced. This provision shall be applied either when the Faculty Member voluntarily takes on one (1) or more sections beyond the normal teaching assignment or when, without a change in the number of course sections, the Faculty Member voluntarily undertakes implementation or operation of a major teaching project or programme for which there is a demonstrable need in the Academic Unit. These increases shall be taken into account in all promotion assessments.

(b) When, in the previous three (3) years, a Faculty Member has not engaged in scholarly activity in accordance with Clause 3.03, the proportion of his or her work devoted to teaching may be increased by up to two (2) courses or equivalent above the teaching norm for his or her Academic Unit. The Administrative Head shall consult with the Faculty Member before increasing the amount of teaching. No increase under this Clause shall be implemented prior to 1 September 2004.

3.19 (a) Notwithstanding Clauses 3.07 - 3.18, upon a declaration of anticipated financial exigency, the Dean, Director, Associate Executive Director of the Fisheries and Marine Institute, or Principal of each Faculty, School or College shall strike a Special Committee to consider temporary increases in teaching workload of one (1) course for all Faculty Members in that Faculty, School or College. The extra teaching shall not begin before the first semester that starts at least sixty (60) days after the Board declares financial exigency.

(b) This Special Committee shall consist of three (3) Faculty Members elected from the Faculty or School and two (2) Faculty Members appointed by the Dean, Associate Executive Director of the Fisheries and Marine Institute or Director. The College shall establish a Special Committee in the same way as Faculties and Schools on the St. John's campus, except that the Principal shall appoint two (2) Faculty Members. In the case of non-departmentalized Faculties or Schools, the Special Committee shall consist of three (3) Faculty Members elected from the Faculty or School and two (2) Faculty Members appointed by the Dean or Director from the Faculty or School or from one (1) or more cognate Academic Units designated by the Faculty Members in the Faculty or School. The Special Committee shall establish its own procedures but allow input from all Faculty Members in the affected Faculty, School or College. The Special Committee shall also meet with the Dean, Director,

Associate Executive Director of the Fisheries and Marine Institute or Principal of the affected Faculty, School or College.

(c) The Dean, Director, Associate Executive Director of the Fisheries and Marine Institute or Principal, following a special meeting with the members of the Faculty, School or College, shall make representation to the Special Committee when he or she believes that such a temporary increase is required. The Special Committee shall evaluate this claim and submit its written report to the Dean, Director, Associate Executive Director of the Fisheries and Marine Institute, or Principal within twenty (20) days, and at the same time, circulate the report to the Faculty Members of the Faculty, School or College.

(d) The Dean, Director, Associate Executive Director of the Fisheries and Marine Institute or Principal may, after seriously considering the report of the Special Committee, assign a temporary one-course increase in the teaching workload for all Faculty Members in the Faculty, School or College.

(e) For subsequent years the process may be repeated with newly-formed Special Committees.

3.20 Faculty Members appointed to special externally-funded named chairs, where the expectation of the funding group(s) is that the chair holder will be predominantly involved in research, shall teach the number of courses per year agreed at the time of appointment to the chair. Such appointees shall not be eligible for a teaching assignment reduction under Clause 3.25. At the conclusion or termination of the external funding for the externally-funded chair, the chair holder shall assume the normal teaching duties of a Faculty Member.

3.21 University Research Professors, during the five-year period of the award, shall teach the number of courses per Academic Year as determined by the University policy governing Research Professors.

3.22 Tenure-track Faculty Members who have not previously held a tenure-track appointment at a university or who have not held a regular term appointment at Memorial University immediately preceding the tenure-track appointment shall be assigned one (1) less course than the teaching norm for his/her Academic Unit during the first two (2) years of their tenure-track appointment.

3.23 Clause 3.22 shall apply to those Faculty Members hired under Clause 11.04 of the MUN/MUNFA Collective Agreement. The course remissions permitted under Clause 3.22 shall be taken at the time the tenure track position begins. If preferred by the ASM, and agreed to by the Dean, this remission may be taken at the time of hiring, to facilitate completion of the doctoral dissertation.

3.24 (a) Faculty Members whose duties and responsibilities are set out in Articles 5, 6 and 24 shall have teaching workloads consistent with those Articles.

(b) Faculty Members whose appointments do not have a "(Research)" designation in Academic Units without a teaching programme shall have teaching workloads consistent with the teaching workloads of the Academic Unit(s) in which they are assigned teaching.

(c) The teaching portion of the workload in Academic Units without a teaching programme shall be taken into account in promotion and tenure assessments.

3.25 In each Academic Year, every Faculty, School or College shall set aside a minimum of one (1) percent of its normal teaching capacity, for the purpose of granting teaching remissions in support of research. Where the minimum of one (1) percent of normal teaching capacity would be less than one (1) remission there shall nevertheless be one (1) remission in that Faculty, School or College. The allocation of these teaching remissions for this purpose shall be subject to the following conditions:

(a) Normal teaching capacity shall be defined as the total number of tenure-track or tenured Faculty Members in a given Faculty, School or College on September 1 of the year preceding the Academic Year in which the remissions are to be granted multiplied by the teaching norms for the Faculty, School or College.

(b) No more than one (1) course shall be remitted under this Clause for a Faculty Member in a given Academic Year.

(c) A Faculty Member who already has a teaching remission for research purposes for the year in which remissions are to be granted under the provisions of this Collective Agreement shall not be eligible for remission under this Clause.

(d) The criteria for assessing applications for teaching remissions under this Clause shall be:

(i) the strength of the applicant's research record;

(ii) the potential scholarly value of the research for which support in the form of a teaching remission is being sought;

(iii) the applicant's need for a teaching remission in the year in question in order to pursue the research in a timely fashion.

(e) Applications for a teaching remission under this provision must be submitted to the Dean, Director or Principal of the applicant's Faculty, School or College by April 15 of the year preceding the Academic Year for which the remission is sought.

(f) The number of remissions under this Clause shall be at least the minimum specified, provided there are a sufficient number of applicants.

(g) At the same time that the Dean, Director or Principal informs applicants of his or her decisions regarding course remissions, the Dean, Director or the Principal shall circulate to all Faculty members in the Faculty, School or College, the names of the successful applicants for the course remissions under this Clause.

3.26 A larger proportion of academic service may be undertaken with a consequent reduction in the expectation for scholarly activity or with a reduction in assigned teaching only under the following circumstances:

(a) the Faculty Member holds tenure;

(b) the Faculty Member provides his or her consent in writing;

(c) the Dean, Director or Principal approves in writing.

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

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

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

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

3.29 From time to time, and following her or his consent, a Faculty Member may be assigned extra teaching, in addition to the previously assigned teaching, with no corresponding decrease in the expectations for research productivity. Such extra teaching duties shall be compensated in accordance with this Collective Agreement by remuneration or by remission from future teaching duties as per Clause 31.47.

3.30 The extra teaching referred to in Clause 3.29 may consist of one (1) or more course sections or the addition to an existing section of a number of students so that the increase in numbers is equivalent to or greater than the average for courses of that format and level (undergraduate or graduate) in that Academic Unit. In instances when the Administrative Head has notified the Faculty Member in writing that he or she is not required to participate in laboratory section(s), such laboratory teaching shall not be classified as extra teaching for the purposes of Clauses 3.29 and 3.30.

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

3.32 Arrangements for additional teaching duties under Clauses 3.29 and 3.30 shall be formalized in writing within two (2) weeks of a Faculty Member accepting the additional teaching duties, and shall be included in the Faculty Member's official personal file.

GENERAL CONSIDERATIONS

3.33 Faculty Members in St. John's shall not be assigned courses that require travel outside of the St. John's area without their consent. Faculty Members at the College shall not be assigned courses that require travel outside of the Corner Brook area without their consent. Such consent shall not be unreasonably withheld. Expenses related to such travel shall be reimbursed in accordance with the University's policy on travel.

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

3.35 It is recognized that from time to time, and for sound academic reasons, a Faculty Member's teaching responsibilities may have to be altered within two (2) months prior to the start of, or during a semester. When an assigned course is cancelled, the Administrative Head may, following consultation with the Faculty Member, assign a replacement course to be taught at some future time agreeable to the Faculty Member. In such an event, the Faculty Member shall be compensated for any teaching of the assigned course which has been cancelled, in accordance with the Collective Agreement.

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

3.37 The supervision of students registered in thesis work, or laboratory work outside of course work, and including advanced, directed and independent or individual research projects, shall not be assigned without the Faculty Member's consent. Such consent shall not be unreasonably withheld. This supervision shall be considered part of the assigned teaching duties.

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

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

Article 4
DUTIES AND RESPONSIBILITIES OF LIBRARIANS

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

(a) professional practice in the University Library by providing professional consultation and assistance to library users and by maintaining and developing the library holdings and information systems on the basis of the needs of Academic Units and the financial resources allocated to the Library. In addition, Librarians are expected to develop their professional knowledge in Library administrative and committee work;

(b) academic service within the University, which may include working with other members of the University community to enhance the academic excellence of the University and the quality of academic life, and working in the community at large through the application of the Librarian's academic or professional competence or expertise;

(c) research, scholarship, teaching, creative and professional activities.

4.02 The pattern of these responsibilities may vary from time to time and from individual to individual. For the majority of Librarians, however, the principal duties shall be in (a) above.

4.03 Librarians have a professional duty to develop and maintain their competence and effectiveness. In carrying out their duties, Librarians shall:

(a) discharge their assigned responsibilities in accordance with the appropriate Senate resolutions and regulations;

(b) have the responsibility to foster a free exchange of ideas, to refuse to practise or permit censorship, and to strive to ensure the fullest possible access to library materials for members of the University community;

(c) have the right to exercise professional discretion provided that they do not infringe upon the academic freedom of others.

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

(a) through membership on appropriate bodies, and on Faculty, School, University, and other Committees and Boards;

(b) by undertaking other administrative tasks.

4.05 A Librarian shall be elected or appointed to such bodies as listed in Clause 4.04(a) or undertake other administrative tasks only with his or her consent. A Librarian shall not unreasonably withhold his or her consent. Those who have the responsibility to make such appointments shall make every effort to ensure that academic service commitments are equitably shared.

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

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

4.08 Participation of Librarians in the work of learned societies, disciplinary associations, professional organizations and associations, and organizations related to the professional competence or expertise of

Librarians shall constitute academic service within the meaning of Clause 4.01(b).

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

(a) the conduct of research, scholarship, and critical, creative, professional or developmental work;

(b) the dissemination of such work through publication, demonstration, presentation, exhibition or performance, or by other means appropriate to the discipline.

4.10 The University Librarian shall ensure that the assignment of duties and responsibilities is fair, equitable and reasonable.

4.11 If the responsibilities associated with a Librarian's assigned duties exceed a reasonable amount, he or she shall be granted compensatory reduction by mutual agreement between the Librarian and the University Librarian. The University Librarian shall specify any changes in writing.

(a) When such an excess would result from a planned change to a Librarian's duties, either on a continuing or a limited-term basis, the compensatory reduction shall be agreed to before the change in duties takes effect.

(b) When such an excess has resulted from growth in the responsibilities associated with previously assigned duties, the compensatory reduction shall be made within ten (10) days of the Librarian applying to the University Librarian in writing for such a reduction.

SUPPORT FOR RESEARCH AND PROFESSIONAL DEVELOPMENT

4.12 (a) Support for professional development on full salary shall be granted by the University Librarian to a Librarian to pursue approved research projects or professional development opportunities without distraction. Librarians holding tenured or tenure-track appointments are eligible for this support. Librarians holding regular term appointments are also eligible for this support when they have accumulated more than two (2) years of service over a period not exceeding five (5) years. They are then eligible for the support in every subsequent year of appointment unless there is a period of five (5) or more calendar years separating appointments. For regular term appointees holding part-time appointments, years of service shall be calculated according to the formula of Clause 17.17, and the release for research and professional development shall be for twenty (20) days.

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

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

(d) Such release from normal responsibilities shall be scheduled by mutual agreement between the Librarian and the University Librarian.

(e) Achievements of Librarians during such release from normal responsibilities shall be evaluated as additional criteria in performance and promotion evaluations. These achievements shall be assessed under Clause 4.01 (a), (b), and (c), as appropriate.

Article 5
REDUCTION IN DUTIES AND RESPONSIBILITIES

5.01 Tenure-track or tenured ASMs or permanent Coordinators may apply for a reduction in duties and responsibilities to not less than half of the full-time duties and responsibilities in the unit on the following basis:

(a) Such applications shall normally be granted if the ASM is within five (5) years of normal retirement age.

(b) The Parties recognize that there may be other circumstances in which a full-time ASM may wish to be granted a reduction in duties and responsibilities. Such situations shall be dealt with on a case-by-case basis.

5.02 In requesting a reduction in duties and responsibilities, the ASM shall specify whether the request is for an indefinite period or for a defined period of up to five (5) years. In the case of a defined period, an ASM requesting a renewal must apply in writing to the Administrative Head at least ten (10) months prior to the expiry of the term of the reduction. In the case of an indefinite period of reduction in duties and responsibilities, an ASM requesting to return to a full-time position must apply to the Administrative Head at least ten (10) months prior to the date of intended return to full-time status.

5.03 The duties and responsibilities of an ASM with a reduction in duties and responsibilities shall be prorated to the duties and responsibilities of a full-time ASM in the same unit. Similarly the salaries of ASMs with a reduction in duties and responsibilities shall be prorated to the Basic Annual Salary.

5.04 If a reduction in duties and responsibilities is granted in accordance with this Article, the ASM shall retain the rights and privileges as set out under this Collective Agreement.

5.05 ASMs with a reduction in duties and responsibilities shall have the right to continue to participate in all employee pension and insurance plans in accordance with the terms of those plans.

5.06 The University shall notify the Association of the names of ASMs who have been granted a reduction of duties and responsibilities under Article 5 of the Collective Agreement, and the terms of the agreement.

Article 6
RESEARCH APPOINTMENTS

6.01 A research appointment is a tenure-track or tenured appointment under which the Faculty Member's duties and responsibilities are defined primarily in terms of research with teaching duties not to exceed one (1) course per semester without the consent of the Faculty Member.

6.02 ASMs whose duties and responsibilities are defined primarily in terms of research shall be assigned one of the ranks of Assistant Professor (Research), Associate Professor (Research) or Professor (Research).

6.03 A research appointment made after the signing of this Collective Agreement to a unit without a teaching programme shall include a joint or cross appointment in an Academic Unit with a teaching programme in which case the letter of appointment shall state the Academic Unit to which the ASM has the joint or cross appointment.

6.04 In the case of research appointments in existence prior to December 17, 1992, there shall be no teaching component unless specified in the letter of appointment or by mutual agreement between the ASM and the Administrative Head.

6.05 The normal expectations with regard to duties and responsibilities and the criteria regarding promotion and tenure and extension of tenure-track appointment shall apply *mutatis mutandis*.

6.06 Appointments, extension of appointments, tenure and promotion shall be in accordance with the procedures set out in Articles 7 through 12.

6.07 The duties and responsibilities shall be an appropriate combination of those defined in Article 3.

Article 7
APPOINTMENT OF FACULTY MEMBERS

7.01 The primary objective in recruiting is to develop the best possible teaching and research programmes for the University.

7.02 Appointments of Faculty Members shall be tenure-track, tenured, teaching term or regular term, as specified in Articles 11 and 23. The appointment of all Faculty Members except for any Faculty Members appointed to the Office of the Dean of Science as of September 1, 1999 shall be made to one (1) or more Academic Units and shall be made subject to the provisions of this Article unless otherwise specified in this Collective Agreement.

INITIATING APPOINTMENTS

7.03 When an Academic Unit wishes to make an appointment, it shall be initiated as follows:

(a) The Administrative Head shall formulate to his or her immediate administrative superior a request for approval to fill a position following Collegial Consultation with the ASMs in the Academic Unit concerning the nature of the appointment. In the case of an appointment to a College Programme Unit, the Administrative Head's decision to seek an appointment shall follow Collegial Consultation with the Programme Chair and other members of the Programme Unit concerned. In Counselling at the College, the Principal shall define the nature of the appointment following consultation with the Counselling Faculty Members at the College and in the Counselling Centre.

(b) If the Vice-President (Academic) accepts the request of the Dean, Director, Principal, or Associate Executive Director of the Fisheries and Marine Institute, the Administrative Head shall meet and consult with the Search Committee, and shall determine the wording and placement of the advertisement. The consultation process shall include a formal vote by the Search Committee.

FORMATION OF SEARCH COMMITTEES

7.04 Normally, Search Committees shall be formed within each Academic Unit with respect to each appointment. However, the Faculty Members within an Academic Unit or College Programme Unit may decide by formal vote that a single committee shall be established to take responsibility for some or all appointments over the course of that Academic Year. Such a formal vote shall be carried out, following discussion, at a meeting of Faculty Members who were notified of the meeting and the topic of discussion in advance. All Faculty Members in the Academic Unit or College Programme Unit shall be notified of the result of the vote.

7.05 At the College, if an appointment is to be made to a discipline represented in a College Programme Unit(s), the Search Committee shall be established with ASMs from the College Programme Unit(s) concerned; otherwise, the Search Committee shall be established from among ASMs in the appropriate Division, and include one (1) or more of the members, if any, of the relevant discipline.

7.06 Search Committees shall consist of five (5) Faculty Members, three (3) of whom shall be elected by the Faculty Members from within the Academic Unit(s) or College Programme Unit(s) and two (2) of whom shall be appointed by the Administrative Head, giving due regard to the provisions of Clauses 29.18 and 29.19. The following exceptions shall apply:

(a) In the case of Academic Units or College Programme Units with fewer than seven (7) and more than two (2) Faculty Members, the Search Committee shall consist of all Faculty Members in the Academic Unit or College Programme Unit.

(b) For Academic Units or College Programme Units with two (2) Faculty Members, they shall both be members of the Committee and the Administrative Head shall appoint one (1) additional Faculty Member from a cognate area at the same campus or from the Academic Unit concerned at the other campus.

(c) For Academic Units or College Programme Units with only one (1) Faculty Member, the Administrative Head shall appoint two (2) additional Faculty Members, one (1) of whom shall be

named by the Faculty Member. At least two (2) members of the Committee shall be from the campus at which the position is to be filled.

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

(e) In the Faculty of Medicine, when an appointment is to be made where the successful candidate will be, or will possibly be, an ASM, the Search Committee shall be formed in accordance with the provisions of this Article except that the Administrative Head may include in the number of his or her appointees specified in Clause 7.06, one (1) member of the Faculty of Medicine who is excluded from this Collective Agreement by virtue of being engaged in the clinical practice of medicine, when the Administrative Head believes that such an individual can supply particular expertise that is required to assess candidates.

7.07 When Search Committees are formed for joint appointments between or among Academic Units or College Programme Units, the Search Committees shall have representation from each appropriate Academic Unit.

7.08 When no available member of the Academic Unit or College Programme Unit can supply particular expertise which is required to assess candidates for a given position, or where a member of the Committee is needed to comply with Clause 29.18 the Administrative Head may include in the number of his or her appointees specified in Clause 7.06 a Faculty Member from a cognate area.

7.09 The Committee shall elect its own Chairperson.

7.10 The Administrative Head shall not be a member of the Search Committee, but may meet with the Committee at its invitation, or upon his or her request. The Committee shall have the option of holding meetings in the absence of the Administrative Head. The Administrative Head shall have the option of attending any interview of a candidate with the Committee, and shall be notified of the date and place of such interviews at the time the candidate is notified.

7.11 Normally, transaction of business shall require the presence of all members of the Search Committee. In no case shall business be transacted in the absence of more than one (1) member or in the absence of the Chairperson. In a case where a Committee has fewer than five (5) members, all members must be present for the transaction of business. Notwithstanding the above, participation by Telecommunications Technology in which all participants talk to one another in real time is acceptable when all members have all appropriate documentation and it is otherwise not feasible for the Committee to meet in person within the time frame necessary to make a decision.

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

7.13 If the number of eligible Faculty Members who agree to stand for election is fewer than the number specified in Clause 7.06, nonetheless the Committee shall be composed of those appointed and elected within the terms of Clause 7.06. If a Committee is formed under this provision with less than a full complement of members, and if one (1) or more eligible candidates have later made it known that they are available, the vacancies shall be filled before the Committee has begun to interview candidates. These position(s) shall be filled by election, following a further call for nominations, or by appointment, according to the manner in which the position(s) would originally have been filled.

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

SEARCH PROCEDURES

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

(b) Appointments for a period of less than one (1) year approved for search shall be advertised by the University on its website and be advertised in *The Telegram* and, for positions at the College, in *The Western Star*, and notification shall be sent by the Administrative Head by E-mail, fax, or regular mail to the appropriate department(s) at each Canadian university, and the University may advertise in any additional manner it deems appropriate.

A copy of the advertisement shall be sent to the Association and the Joint Equity Committee.

7.16 A term appointment may be extended without advertising provided that the reappointment is recommended by a currently active or new Search Committee.

7.17 The Administrative Head shall receive all applications and nominations, and make all of them available to the members of the Search Committee. The candidates' complete application files shall be maintained by the Administrative Head and shall be available to members of the Academic Unit(s) or College Programme Unit(s) concerned for viewing, only for the purpose of appointment. No candidate for a position shall have access to the files of the other candidates for the same position.

7.18 The Search Committee shall:

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

(b) compile a shortlist of candidates;

(c) make the shortlist known to the Faculty Members of the Academic Unit(s) and/or College Programme Unit(s) concerned and known to the Joint Equity Committee;

(d) interview the number of candidate(s) approved by the Dean, Director, Associate Executive Director of the Fisheries and Marine Institute, or Principal. When the position is tenure-track or tenured, the Dean, Director, Associate Executive Director of the Fisheries and Marine Institute, or Principal will approve no fewer than two (2) candidates to be invited for interviews. When there is only one (1) candidate short listed for a tenure track or tenured position, that one (1) candidate shall be invited for an interview.

(e) interview on campus candidate(s) for appointments greater than one (1) year in duration. However, if an on-campus interview is not feasible, or if the appointment is for one (1) year or less, a Search Committee may interview a candidate using Telecommunications Technology.

(f) arrange open meetings with all candidates who are interviewed on campus and, if practical, arrange open meetings using Telecommunications Technology with all candidates who are interviewed at a distance;

(g) in the case of tenure-track or tenured positions on the St. John’s campus, arrange for interviews with the Dean of Graduate Studies and the Vice-President (Academic);

(h) in the case of positions at the College, arrange for interviews with the Principal and Vice-Principal;

(i) when the Search Committee considers it advisable and the classroom teacher agrees, arrange for candidates to teach a class in the presence of the Search Committee;

(j) invite and consider advice from members of the Academic Unit(s) or College Programme Unit(s);

(k) provide a report to the Administrative Head; the report shall include a list of candidates recommended

for appointment in order of preference, a recommendation concerning academic rank and, when the recommendation is for the rank of Associate Professor whether the appointment be tenured for each recommended candidate; subsequent reports may be submitted as necessary.

7.19 At the interview, the Administrative Head (at the College, the Principal) shall present to the candidate the following:

(a) a copy of this Collective Agreement;

(b) a written statement notifying him or her of the need to determine eligible moving expenses and eligible years towards sabbatical leave in accordance with this Collective Agreement;

(c) a copy of relevant University policy and procedures concerning moving expenses.

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

APPOINTMENT CRITERIA

7.20 Assessment of candidates shall be based primarily on their ability to perform the academic duties of the advertised position as evidenced by the candidates' degrees and their records of, and potential for, teaching, research and other scholarly, creative or professional work. Notwithstanding the above, the Search Committee shall consider the document circulated by the Joint Equity Committee as per Clause 29.10.

RECOMMENDATION OF THE ADMINISTRATIVE HEAD

7.21 Should the Administrative Head not be prepared to accept the first recommendation of the Search Committee, it shall be referred back with a statement of reasons for further consideration. This statement of reasons shall be in writing.

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

7.23 Should the Administrative Head's immediate administrative superior not be prepared to accept the first recommendation, it shall be referred back with a written statement of reasons to the Administrative Head for further review in consultation with the Search Committee. The result of this review shall be either a reiteration of the previous recommendation of the Administrative Head or a new recommendation by the Administrative Head. This new recommendation shall include only candidates recommended by the Search Committee.

7.24 A successful candidate for a tenure-track, tenured or regular term appointment who holds an earned doctorate or generally accepted terminal professional qualification shall be appointed at the rank of Assistant Professor or a higher rank.

NOTIFICATION OF APPOINTMENT

7.25 Should the successful applicant accept the appointment, the Administrative Head shall notify the members of the Academic Unit.

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

CANCELLATION OF A SEARCH

7.27 When a search for more than one (1) position is ongoing, and the need arises to cancel the search for a position, the Administrative Head, following Collegial Consultation with the members of the Academic Unit(s) or College Programme Unit(s) concerned, shall determine which search or searches shall continue.

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

8.01 Within each Academic Unit, a Promotion and Tenure Committee consisting of Faculty Members shall be established annually no later than May 1 to be in office for the following Academic Year. The Administrative Head shall initiate the process of establishing the Committee.

8.02 In addition to the exclusions in the remainder of this article, a Faculty Member is not eligible to serve on a Promotion and Tenure Committee if he or she:

(a) is being considered for promotion;

(b) is being considered for tenure;

(c) is being considered for extension of tenure-track appointment;

(d) holds a term appointment with a duration of less than two (2) years;

(e) has a conflict of interest as defined in Clause 1.42.

8.03 The Promotion and Tenure Committee shall consist of five (5) Faculty Members, no more than one (1) of whom shall be non-tenured; three (3) of whom shall be elected by the Faculty Members from within the Academic Unit and two (2) of whom shall be appointed by the Administrative Head. If the Administrative Head is to be considered for promotion or tenure in the Academic Year for which the Committee is being established, he or she shall so inform his or her immediate administrative superior who shall make the appointments to the Committee. In the case of Academic Units with fewer than seven (7) Faculty Members eligible and prepared to serve, the Committee shall consist of all eligible Faculty Members of the Academic Unit, of whom no more than one (1) shall be non-tenured. As the need arises, one (1) of the persons appointed by the Administrative Head may be a Faculty Member from a cognate area.

8.04 When a Department cannot constitute a Promotion and Tenure Committee as outlined elsewhere in this Collective Agreement, the Academic Unit shall be defined as the appropriate Faculty. The Promotion and Tenure Committee shall consist of five(5) Faculty Members, no more than one (1) of whom shall be non-tenured; three (3) of whom shall be elected from within the Academic Unit and two (2) of whom shall be appointed from the Academic Unit. All Faculty Members in the Faculty shall be eligible to stand for election and be considered for appointment to the Promotion and Tenure Committee. Only Faculty Members in the Department shall be eligible to vote.

8.05 If the number of eligible Faculty Members who agree to stand for election is fewer than the number specified in Clause 8.03, nonetheless the Committee shall be composed of those appointed and elected within the terms of Clause 8.03. If a Committee is formed under this provision with less than a full complement of members, and if one (1) or more eligible candidates have later made it known that they are available, the vacancies shall be filled during the period September 15 to October 1. These position(s) shall be filled by election, following a further call for nominations, or by appointment, according to the manner in which the position(s) would originally have been filled.

8.06 The first meeting of the Committee shall be convened by the Administrative Head. The Committee shall elect its own Chairperson. The Administrative Head shall not be a member of the Committee, but may meet with the Committee by invitation of the Committee or upon his or her request. The Committee shall have the option of holding meetings in the absence of the Administrative Head. The Administrative Head shall have the option of attending any interview of a candidate with the Committee, and shall be notified of the date and place of such interviews at the time the candidate is notified.

8.07 In the event of a resignation from the Committee on or before September 15 an attempt shall be made to fill the resulting vacancy, either by election or appointment between September 15 to October 1, according to the manner in which the position(s) was originally filled. Resignations after September 15 shall result in the Committee's continuing with a reduced number of members.

8.08 At Grenfell College, the procedures for appointment of a Committee set out in Clauses 8.01 to 8.06 shall in general apply except as follows:

(a) Each division shall have a Promotion and Tenure Committee.

(b) There shall be a "core" committee of members elected annually no later than May 1 by the Faculty Members at the College at large as follows: one (1) member from each academic division at the College.

(c) By June 1, the Principal shall appoint a panel of additional members, consisting of two (2) Faculty Members from each division.

(d) To the extent possible, the three (3) members from each division shall all be from different disciplines.

(e) Each Promotion and Tenure Committee shall consist of core members elected by Faculty Members at large and the two (2) panel members from the division appointed by the Principal.

(f) The Chair of each Committee shall be the same Faculty Member who shall serve for the year and shall be elected by the core members from among their number.

(g) No more than one (1) member from each Committee shall be non-tenured.

(h) Notwithstanding the above, the number of positions to be filled by election shall always exceed the number of positions to be filled by appointment. The positions to be filled by election in excess of the number of divisions shall be elected at large.

FACULTY OF MEDICINE

8.09 In the Faculty of Medicine, the procedure for appointment of a Committee set out in Clauses 8.01 to 8.07 shall in general apply except as follows:

(a) The Faculty shall have one Promotion and Tenure Committee.

(b) The Promotion and Tenure Committee shall consist of five (5) Faculty Members, no more than one (1) of whom shall be non-tenured; three (3) of whom shall be elected by the Faculty Members from within the Faculty and two (2) of whom shall be appointed by the Dean.

Article 9
THE ASSESSMENT FILE FOR NON-DECISION YEAR REVIEW, EXTENSION OF TENURE-TRACK APPOINTMENT, TENURE AND PROMOTION FOR FACULTY MEMBERS

9.01 Candidates for extension of a tenure-track appointment, promotion or tenure, and those being reviewed in non-decision year reviews, shall create an assessment file, in consultation with the Administrative Head, which shall be considered by the Promotion and Tenure Committee. This file, as completed in accordance with this Article, shall contain all the documentation relevant to the evaluation process including samples of the candidate's work. Candidates may include a statement referring to their fulfilment of the relevant criteria in the areas of assessment as stated in Articles 11 and 12. When a candidate wishes teaching evaluations by students to be considered, these evaluations or summaries of the evaluations at the option of the Faculty Member shall be submitted to the assessment file.

9.02 Candidates shall submit materials for their file to the Administrative Head by September 15 in the case of consideration for non-decision year reviews, extension of tenure-track appointments, tenure or promotion. When acknowledging receipt of the file, the Administrative Head shall notify the Faculty Member that the Faculty Member has the right to include in the assessment file rebuttal or written comments on the accuracy or meaning of any documents inserted into his or her assessment file.

9.03 Before making the file available to the Promotion and Tenure Committee, the Administrative Head shall insert copies of any relevant documents previously placed in the official personal file of the candidate, including non-decision year reviews and recommendations formulated during previous promotion and tenure assessments. Such documents shall be clearly marked as having been inserted by the Administrative Head.

9.04 The Promotion and Tenure Committee or the Administrative Head may request additional information or material from the candidate or elsewhere in the University. Such requests shall be made in writing and shall form part of the file. Samples of the candidate's work shall be placed in the file by the Administrative Head when requested by the Promotion and Tenure Committee or the Administrative Head.

9.05 At the College, the Committee shall request from all other Faculty Members in the candidate's Programme Unit, or, if there is no Programme Unit, from the other members of the discipline, written assessments of the candidate. The Committee may request additional information to clarify issues related to the candidate's academic discipline. If the candidate is the only Faculty Member at the College in his or her discipline, these requests may be made to members of the Promotion and Tenure Committee of the appropriate Academic Unit on the St. John's campus. In such a case, the candidate shall determine the appropriate Academic Unit on the St. John's campus.

9.06 The assessment file shall be deemed to be an annex to the official personal file. As new documents are created or obtained in the assessment process, they shall be added to the assessment file by the Administrative Head. In addition, the Administrative Head shall ensure that any such documents not previously copied to the candidate shall be copied to him or her. The candidate has the right to insert a response. No material shall be included in the file which does not meet the requirements governing inclusion of material in the official personal file as specified in Clauses 1.44 to 1.67, except that the candidate may submit copies of books, articles or other similar materials for assessment purposes. The material in this file shall be governed by the provisions of Clause 3.05.

9.07 The assessment file shall be maintained by the academic administrator currently responsible for formulating a recommendation and shall be located in his or her office, except when signed out by a member of the Committee. If working copies are made for Committee members, the Chairperson of the Committee shall ensure their destruction at the conclusion of the assessment process.

9.08 The candidate shall have access to the file at any time upon request. However, confidential letters of assessment shall be viewed only in accordance with Clause 1.62.

9.09 The Chairperson of the Committee shall inform the candidate in writing of the final content of the file considered by the Committee before any recommendation is made by the Committee.

9.10 In the case of tenure and promotion the file shall contain letters from external referees. These letters shall be solicited in accordance with Clauses 11.09 - 11.14 and 12.11 - 12.12.

9.11 After the Committee has submitted its report, no documents shall be added to the file except assessments and recommendations by academic administrators, as specified in this Collective Agreement, and correspondence related to the evaluation process.

9.12 In the case of extension of a tenure-track appointment, tenure or promotion, the President shall inform the candidate of his or her recommendation and shall be responsible for transmitting the file to the Director of Human Resources for inclusion in the official personal file.

9.13 In the case of a non-decision year review the relevant academic administrator shall be responsible for transmitting the file to the Director of Human Resources for inclusion in the official personal file and shall return to the candidate all copies of books, articles or other similar materials in accordance with Clause 1.52.

9.14 When the Director of Human Resources receives an assessment file for inclusion in the official personal file, he or she shall return to the candidate all copies of books, articles or other similar materials in accordance with Clause 1.52 as well as any voluminous teaching dossier material.

Article 10
PROCEDURES FOR PROMOTION AND TENURE COMMITTEES FOR FACULTY MEMBERS

10.01 The procedures specified in this Article shall apply to all assessments carried out by Faculty Member Promotion and Tenure Committees unless otherwise specified in this Collective Agreement.

10.02 Once appointed or elected to a Promotion and Tenure Committee, a Faculty Member cannot be a candidate for promotion or tenure during the Academic Year for which that Committee was established.

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

10.04 In cases of promotion, when a Faculty Member is appointed to the University or promoted to a higher rank between January 1 and August 31, the calculation of years in rank shall be made as though the Faculty Member had been appointed or promoted on the following September 1.

10.05 In cases of promotion, when a Faculty Member is appointed to the University or promoted to a higher rank between September 2 and December 31, the calculation of years in rank shall be made as though the Faculty Member had been appointed or promoted on the previous September 1.

10.06 Assessment procedures shall be initiated as follows:

(a) In cases where a tenure-track appointee is appointed between January 1 and August 31, the first review for progress toward meeting the criteria for tenure shall be initiated by the Administrative Head by September 1 of the year following the year of appointment which shall be considered to be the second year. Further reviews shall be initiated by the Administrative Head in the fourth year, and in the fifth year when the tenure review is in the sixth year, in accordance with this Article.

(b) In cases where a tenure-track appointee is appointed between September 1 and December 31, the first review for progress toward meeting the criteria for tenure shall be initiated by the Administrative Head by September 1 immediately following the appointment which shall be considered to be the second year. Further reviews shall be initiated by the Administrative Head in the fourth year, and in the fifth year when the tenure review is in the sixth year, in accordance with this Article.

(c) Review of tenure-track appointees at the rank of Assistant Professor for extension of appointment shall be initiated by the Administrative Head no later than September 1 in the third year of the appointment.

(d) Review of tenure-track appointees for tenure shall be initiated by the Administrative Head no later than September 1 of the sixth year of the appointment in the case of Assistant Professors, and the third year of the tenure-track appointment in the case of Associate Professors.

(e) Consideration of a Faculty Member for promotion shall follow upon formal application or nomination for such promotion. An application or nomination for promotion (not concurrent with a tenure consideration) shall be made in writing to his or her Administrative Head by September 1. In the case of nomination the written consent of the candidate shall accompany the nomination.

(f) At the time the Administrative Head initiates the review of a tenure-track appointee or receives an application or nomination for promotion, he or she shall request the Faculty Member to prepare materials for the assessment file as specified in Article 9. The Administrative Head shall present the file, prepared in consultation with the candidate, to the Committee not later than September 20 in the case of non-decision year review and October 1 in all other cases.

10.07 The Committee may request a candidate to appear before it as part of the review procedure. In addition,

a candidate shall, if he or she requests, be given the opportunity to appear before the Committee. In either case, the candidate shall be notified at least five (5) days before the date of the hearing.

10.08 If the initial decision of the Committee is not to make a positive recommendation, the Chairperson shall notify the candidate in writing, by December 1 in the case of tenure or extension of tenure-track appointment; by February 1 in the case of promotion to Associate Professor; and by March 1 in the case of promotion to Professor. In this notice, the Committee shall state its concerns and offer to meet with the candidate to allow him or her to speak to these concerns. The candidate shall indicate in writing whether or not he or she wishes to meet with the Committee. If the candidate elects to meet with the Committee, he or she shall have ten (10) days from the date of the notice to seek advice and prepare further documentation in preparation for such a meeting. The Committee shall review its initial recommendation following this meeting with the candidate.

10.09 After the Committee has completed its review of the candidate, it shall transmit its report to the Administrative Head. The report must take into account the criteria for Promotion and Tenure specified in Articles 11 and 12. The Administrative Head shall forward his or her recommendation and the Committee's report to his or her immediate administrative superior, and shall concurrently inform the Committee of his or her recommendation. At the request of the Committee, the Administrative Head shall meet with the Committee to discuss his or her recommendation. The Administrative Head shall inform the candidate of both the Committee's and the Administrative Head's recommendations simultaneously with the forwarding of the recommendation to his or her immediate administrative superior.

10.10 The Promotion and Tenure Committee shall make reports to the Administrative Head concerning non-decision year review, extension, tenure and promotion of Faculty Members. The Committee shall not be required to perform additional duties.

Article 11
TENURE-TRACK APPOINTMENT AND TENURE FOR FACULTY MEMBERS

11.01 A candidate for a non-decision year review, extension of a tenure-track appointment or for tenure shall be considered at the times specified in this Article and in Clause 10.06. Candidates shall prepare and submit materials for the assessment file to the Administrative Head in accordance with Article 9. At the option of the candidate, exercised in writing to the Administrative Head with best efforts to provide a copy to the Director of Faculty Relations within eight (8) months of the effective date of the appointment, some or all of the time spent in term appointment(s) at the University in the six (6) year period immediately preceding a tenure-track appointment, provided that this time follows the completion of the doctorate (or the recognized terminal qualification in his or her discipline), may be included in the years of service specified in this article. A total of six (6) Laboratory Courses or nine (9) non-Laboratory Courses shall be the equivalent of one (1) full year of relevant academic experience.

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

11.03 A tenure-track appointment shall be made for an initial period of three (3) years.

11.04 When a search has been conducted and the advertisement stated that a completed earned doctorate (or the recognized terminal qualification in the discipline) is required for the appointee to receive the rank of Assistant Professor and to be in a tenure-track position, and the candidate recommended to the Board of Regents for appointment has not completed an earned doctorate (or recognized terminal qualification in his or her discipline), the appointment shall be a regular term, non-renewable appointment for three (3) years at the rank of Assistant Professor in accordance with Clause 23.02. During the first twenty-four (24) months of the term of the appointment, if the Faculty Member completes all requirements for the doctorate (or the recognized terminal qualification in his or her discipline), he or she shall begin a tenure-track appointment following completion of the requirements for the degree. The date that the tenure-track appointment would begin would be determined by Clauses 12.04 and 12.05 substituting date of completion of the degree for date of appointment. Time in the term appointment shall not otherwise count toward the tenure-track period. During the final twelve (12) months of the regular term appointment, completion of the doctorate (or the recognized terminal qualification in his or her discipline) shall not lead to a tenure-track position although the Faculty Member may wish to respond to an advertisement for the position he or she was occupying.

11.05 An Assistant Professor holding a regular term appointment in accordance with Clause 11.04 who completes a higher degree shall have his or her salary adjusted in accordance with Clause 31.43 effective the date of notification of the completion to the Administrative Head.

NON-DECISION YEAR REVIEWS

11.06 The following procedures shall be used for non-decision year reviews of tenure-track appointees:

(a) If the Faculty Member being reviewed has been elected or appointed to the Committee, he or she shall not join the Committee as a member until his or her review, which shall be the Committee's first review, has been completed by the Committee.

(b) The Promotion and Tenure Committee shall assess the file, constructed in accordance with Article 9, and may meet with the Faculty Member.

(c) By October 1, the Promotion and Tenure Committee shall submit a report to the Administrative Head assessing progress toward meeting the criteria for tenure. Where appropriate, specific advice to the Faculty Member may be included in the report. Following the submission of this report, the Faculty Member being reviewed, if he or she has been elected or appointed to the Committee, shall join the Committee for the remainder of its work.

(d) Following receipt of the Committee's report, the Administrative Head shall write his or her own report.

(e) By October 15, copies of both reports will be sent to the Faculty Member, the personal file and, in the case of departmentalized units, to the Dean, or at the College, to the Principal or at the Fisheries and Marine Institute, to the Associate Executive Director.

TIMING OF TENURE CONSIDERATION

11.07 Except as provided elsewhere in this Collective Agreement, a Faculty Member with the rank of Assistant Professor shall be considered for tenure in the sixth year of service. A Faculty Member with a tenure-track appointment at the rank of Associate Professor shall be considered for tenure in the third year of his or her tenure-track appointment. At the rank of Associate Professor, tenure shall not be granted at the initial appointment without a positive recommendation from the Search Committee. Appointments at the rank of Professor, unless they are term appointments in accordance with Article 23, shall be with tenure.

EXTENSION OF TENURE-TRACK APPOINTMENT

11.08 Following the review of an Assistant Professor in the third year of a tenure-track appointment, one of the following actions shall be taken by the University:

(a) if the performance of the Faculty Member indicates satisfactory progress toward tenure using the criteria stated in Clause 11.26, the tenure-track appointment shall be extended for three (3) years;

(b) if the performance of the Faculty Member is unsatisfactory, the appointment to the University shall not be extended.

PROCEDURES FOR OBTAINING EXTERNAL APPRAISALS OF CANDIDATES FOR TENURE

11.09 The file of a Faculty Member being considered for tenure shall contain at least three (3) and no more than five (5) letters of reference solicited by the Dean, Director, Associate Executive Director of the Fisheries and Marine Institute, or Principal. Referees providing these letters shall:

(a) be competent and recognized scholars external to the University in the relevant discipline. Normally, referees shall hold the rank of Associate Professor or Professor at a recognized university. In all cases, at least two (2) letters shall be obtained from individuals holding the rank of Associate Professor or Professor at a recognized university;

(b) have a national or international reputation for excellence in their field;

(c) shall not currently be collaborating with a candidate nor have collaborated in the past five (5) years.

11.10 By September 15, the Faculty Member shall submit to his or her Administrative Head a list of at least five (5) potential referees who meet the criteria listed in Clause 11.09. The Administrative Head shall consult with the Faculty Member concerning the appropriateness of the names on the list for the purpose.

11.11 Should the Dean, Director, Associate Executive Director of the Fisheries and Marine Institute, or Principal wish to add additional names to the list of potential referees, he or she may do so only after consulting with the candidate concerning the appropriateness of these additional referees for the purpose. The candidate may register any reservations he or she may have concerning the appropriateness of proposed referees.

11.12 The Dean, Director, Associate Executive Director of the Fisheries and Marine Institute, or Principal shall choose the referees from the list of potential referees and request letters from them. At least two (2) of the referees shall be chosen from the list submitted by the Faculty Member, provided that the Faculty Member has submitted the names of at least two (2) potential referees who meet the criteria listed in Clause 11.09. The Dean, Director, Associate Executive Director of the Fisheries and Marine Institute, or Principal shall correspond with potential referees and those agreeing to act as referees by expeditious means. In requesting letters, the Dean, Director, Associate Executive Director of the Fisheries and

Marine Institute, or Principal shall seek an early response from the potential referees as to their willingness to act as a referee. Copies of letters to potential referees minus identifying information, shall be added to the candidate's assessment file in accordance with Article 9.

11.13 In the event that any scholar contacted declines to serve as referee, following consultation as specified in Clause 11.10, the Dean, Director, Associate Executive Director of the Fisheries and Marine Institute, or Principal may approach an additional scholar to request him or her to serve as referee. Any scholar chosen from the list submitted by the Faculty Member who declines to act as referee shall be replaced by another scholar chosen from the list submitted by the Faculty Member. When the letters of reference are received, the Dean, Director, Associate Executive Director of the Fisheries and Marine Institute, or Principal shall transmit copies to the Administrative Head, where they will be added to the candidate's assessment file in accordance with Article 9.

11.14 In no circumstance shall the final assessment file contain fewer than two (2) letters of reference from referees on the list submitted by the Faculty Member, provided that the Faculty Member has submitted the names of at least two (2) potential referees who meet the criteria listed in Clause 11.09 and who agree to serve as referee.

CONSIDERATION FOR TENURE

11.15 Following the review for tenure of an Assistant Professor in his or her sixth year of a tenure-track appointment, one of the following actions shall be taken by the University:

(a) if the performance of the Faculty Member has satisfied the criteria for tenure, tenure shall be granted and a Faculty Member holding the rank of Assistant Professor shall be automatically promoted to Associate Professor;

(b) if the performance of the Faculty Member has not satisfied the criteria for tenure, his or her tenure-track appointment shall not be extended but if this decision is made in the sixth year, he or she shall be offered a further one (1) year terminal appointment.

11.16 The file of an Associate Professor being considered for tenure in his or her third year of a tenure track appointment shall contain at least three (3) and no more than five (5) letters of reference solicited by the Dean, Director, Associate Executive Director of the Fisheries and Marine Institute, or Principal. Referees providing these letters shall:

(a) be competent and recognized scholars external to the University in the relevant discipline. Normally, referees shall hold the rank of Associate Professor or Professor at a recognized university. In all cases, at least two (2) letters shall be obtained from individuals holding the rank of Associate Professor or Professor at a recognized university;

(b) have a national or international reputation for excellence in their field;

(c) shall not currently be collaborating with a candidate nor have collaborated in the past five (5) years.

11.17 Letters of appraisal shall be sought using the procedures specified in Clauses 11.09 through 11.14.

11.18 Following the review of an Associate Professor in his or her third year of tenure-track appointment, one of the following actions shall be taken by the University:

(a) if the performance of the Faculty Member has satisfied the criteria for tenure, tenure shall be granted;

(b) if the performance of the Faculty Member has not satisfied the criteria for tenure, the appointment to the University shall not be extended but he or she shall be offered a further one (1) year terminal appointment.

11.19 An Assistant Professor in his or her fifth year of a tenure-track appointment, or an Associate Professor

in the second year of his or her tenure-track appointment, may apply to be considered for tenure. The provisions of Clauses 11.09 shall apply and letters of appraisal shall be sought using the procedures specified in Clauses 11.09 through 11.14. The candidate must meet the expectation of superior performance.

11.20 When candidates are considered for tenure under the provisions of Clause 11.19, one of the following actions shall be taken by the University:

(a) if the performance of the Faculty Member satisfies the expectation of superior performance as stated in Clause 11.19, tenure shall be granted and a Faculty Member holding the rank of Assistant Professor shall be automatically promoted to Associate Professor.

(b) if the performance of the Faculty Member does not satisfy the expectation of superior performance as stated in Clause 11.19, the tenure-track appointment shall continue in accordance with the original appointment and any extension previously given.

11.21 When candidates are considered for tenure under the provisions of Clause 11.19, such considerations shall take place only once in an ASM's career. The Promotion and Tenure Committee and the Administrative Head shall comply with the provisions of Clauses 10.08 and 10.09, except that their recommendations shall be limited as specified in Clause 11.20.

PART-TIME TENURE-TRACK APPOINTMENTS

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

INFORMING THE COMMITTEE AND THE CANDIDATE

11.23 When the Dean, Director, Associate Executive Director of the Fisheries and Marine Institute or Principal makes a negative recommendation to the Vice-President (Academic) on the extension of a tenure-track appointment or granting of tenure, the Promotion and Tenure Committee and the candidate shall be informed no later than December 15 in the case of non-extension and February 15 in the case of tenure. In such a case, the Dean, Director, Associate Executive Director of the Fisheries and Marine Institute or Principal shall give the candidate a statement of reasons and provide the Promotion and Tenure Committee's report and, where applicable, the Department Head's or Division Head's recommendation.

11.24 The President shall notify the candidate no later than February 1 in the case of extension of a tenure-track appointment and May 1 in the case of tenure of his or her recommendation to the Board. If the recommendation is not positive, the notification shall contain a statement of the reasons.

11.25 The Board shall notify the candidate in writing of its decision by March 1 in the case of extension of tenure-track appointment and June 1 in the case of tenure.

CRITERIA FOR TENURE

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

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

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

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

Factors that may be considered include but are not limited to: the publication of books, monographs, and contributions to edited books; papers in both refereed and non-refereed journals; scholarly presentations delivered at professional meetings; success in grant competitions; participation in panels; unpublished research including current work in progress both supported and non-supported; editorial and refereeing duties; creative works and performances; and scholarship evidenced by the candidate's depth and breadth of knowledge and general contributions to the research life and creative milieu of the University. Greater weight shall be placed on refereed products of scholarship than on those that have not been refereed. Similarly, published work shall be given greater weight than unpublished work. The quality and originality of both published and unpublished work shall be assessed.

(c) a demonstrated record of academic service.

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

11.27 Recommendations and decisions about the quality or quantity of activities shall be based solely on documentation in the file. Except in the case of an Assistant Professor (Research), Associate Professor (Research) or Professor (Research) with respect to teaching activities, if the documentation in the file includes no information about one (1) or more of the three (3) areas under consideration (teaching, research or service) this shall be grounds for a negative recommendation or decision.

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

11.29 When a Faculty Member resigns from the University while he or she is in the process of being considered for extension of a tenure-track appointment, promotion or tenure or is undergoing a non-decision year review, the process of consideration or review shall terminate and the assessment file shall not be entered into the personal file.

Article 12
PROCEDURES AND CRITERIA FOR PROMOTION OF FACULTY MEMBERS

GENERAL PROCEDURES

12.01 Consideration of a Faculty Member for promotion follows upon formal application or nomination for such promotion. Such an application or nomination must be made in writing to his or her Administrative Head by September 1. Nomination shall require the written consent of the Faculty Member.

12.02 Applications or nominations for promotion to the rank of Professor shall clearly state whether consideration should be given under Clause 12.17 (c) (i) or (ii).

12.03 A candidate shall be assessed in accordance with the procedures set out in Article 10 except as otherwise specified in this Article.

12.04 In cases where a Faculty Member is appointed to the University or promoted to a higher rank between January 1 and August 31, the calculation of years in rank shall be made as though the Faculty Member had been appointed or promoted on the following September 1.

12.05 In cases where a Faculty Member is appointed to the University or promoted to a higher rank between September 2 and December 31, the calculation of years in rank shall be made as though the Faculty Member had been appointed or promoted on the previous September 1.

12.06 When the Dean, Director, or Principal is not prepared initially to agree with the recommendation of the Promotion and Tenure Committee, he or she shall refer the recommendation back to the Department or Division Head, when applicable, and to the Promotion and Tenure Committee, with his or her reasons. The Promotion and Tenure Committee shall reconsider its recommendation in light of these reasons. The Administrative Head shall inform the candidate of any such reconsideration and the Committee may request an additional meeting with the candidate. As per Clause 10.09, the Promotion and Tenure Committee shall again report to the Administrative Head, and the Administrative Head to his or her immediate administrative superior.

12.07 When the Dean, Director, Associate Executive Director of the Fisheries and Marine Institute or Principal makes a negative recommendation to the Vice-President (Academic) regarding promotion, the Dean, Director, Associate Executive Director of the Fisheries and Marine Institute or Principal shall inform the Promotion and Tenure Committee and the Faculty Member. In such a case, the Dean, Director, Associate Executive Director of the Fisheries and Marine Institute or Principal shall give a statement of reasons and provide the Promotion and Tenure Committee's report and, when applicable, the Department or Division Head's recommendation.

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

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

12.10 If a candidate for promotion is unsuccessful in consecutive years at any time following the minimum number of years as stated in Clauses 12.16(a) and 12.17(a) as appropriate, further consideration shall not occur until the second year following the second denial of promotion.

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

12.11 The file of a Faculty Member being considered for promotion to the rank of Associate Professor or Professor shall contain at least three (3) and no more than five (5) letters of reference solicited by the Dean, Director, Associate Executive Director of the Fisheries and Marine Institute, or Principal. Referees providing these letters shall:

(a) be competent and recognized scholars external to the University in the relevant discipline. Normally, referees shall hold the rank of Professor at a recognized university. In all cases, at least two (2) letters shall be obtained from individuals holding the rank of Professor at a recognized university;

(b) have a national or international reputation for excellence in their field;

(c) shall not currently be collaborating with a candidate nor have collaborated in the past five (5) years.

12.12 Letters of appraisal shall be sought using the procedures specified in Clauses 11.09 through 11.14.

CRITERIA FOR PROMOTION

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

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

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

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

Factors that may be considered include but are not limited to: the publication of books, monographs, and contributions to edited books; papers in both refereed and non-refereed journals; scholarly presentations delivered at professional meetings; success in grant competitions; participation in panels; unpublished research including current work in progress both supported and non-supported; editorial and refereeing duties; creative works and performances; and scholarship evidenced by the candidate's depth and breadth of knowledge and general contributions to the research life and creative milieu of the University. Greater weight shall be placed on refereed products of scholarship than on those that have not been refereed. Similarly, published work shall be given greater weight than unpublished work. The quality and originality of both published and unpublished work shall be assessed. Promotion recommendations and decisions shall be based on the entire career but the candidate shall demonstrate an appropriate record of academic performance since the most recent promotion decision in the body of work constituting research, scholarship or creative and professional activities.

(c) a demonstrated record of academic service.

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

12.14 Recommendations and decisions about the quality or quantity of activities shall be based solely on documentation in the file. Except in the case of an Assistant Professor (Research), Associate Professor (Research) or Professor (Research) with respect to teaching activities, if the documentation in the file includes no information about one (1) or more of the three (3) areas under consideration (teaching, research or service) this shall be grounds for a negative recommendation or decision.

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

are approved by the Vice-President (Academic). Copies of such statements shall be circulated to all Faculty Members in the Faculty, School or College and to the Vice-President (Academic) at least twenty (20) days before the ballot is distributed. The Dean, Director, Associate Executive Director of the Fisheries and Marine Institute or Principal shall forward to the Association any such approved statement within twenty (20) days of the conclusion of the ballot.

PROMOTION TO THE RANK OF ASSOCIATE PROFESSOR

12.16 (a) At the time of application or nomination for promotion to Associate Professor, a candidate shall normally have completed at least five (5) years of service at the rank of Assistant Professor, or shall have an equivalent combination of relevant professional experience and service at the rank of Assistant Professor. Previous experience at other recognized universities shall be considered. If a Faculty Member achieves promotion to Associate Professor before being granted tenure, nevertheless the consideration for tenure shall occur in accordance with Clause 11.07 in the year that it would have occurred had the early promotion not been granted.

(b) An application or nomination for promotion to the rank of Associate Professor before the applicant has completed five (5) years of service as an Assistant Professor or an equivalent combination of relevant professional experience and service at the rank of Assistant Professor shall be considered and decided on its merits. Such an application or nomination shall take place only once in an ASM's career and the provisions of Clause 12.11 and Clause 12.12 shall apply.

(c) Considering the professional responsibilities and duties of Faculty Members as set out in Article 3, the criteria for promotion to the rank of Associate Professor are those set out in Clause 12.13 with appropriate adjustment to the standards for this rank using those criteria.

(d) An exceptional record of scholarly, creative or professional work may be used to modify the standards usually applied under Clause 12.13(a). Similarly, a demonstrated record of sustained excellence in teaching may be used to modify the usual standards applied under Clause 12.13(b).

PROMOTION TO THE RANK OF PROFESSOR

12.17 (a) At the time of application or nomination for promotion to Professor, a candidate shall normally have completed at least five (5) years of service at the rank of Associate Professor, or shall have an equivalent combination of relevant professional experience and service at the rank of Associate Professor. A Faculty Member who has clearly established an international reputation as a scholar in his or her field, for example, by major publications or by national or international awards indicative of a high level of academic recognition, may be deemed eligible for promotion at any time.

(b) Considering the professional responsibilities and duties of Faculty Members as set out in Article 3, the criteria for promotion to the rank of Professor are those set out in Clause 12.13 with appropriate adjustment to the standards for this rank using those criteria.

(c) The rank of Professor is the highest rank the University can bestow and it shall be accorded only when a candidate has either:

(i) a superior record of research, scholarship, or creative and professional performance along with a satisfactory record of teaching effectiveness and scholarly competence as a teacher, as evidenced by documentation compiled by the Faculty Member following suggestions in the CAUT Teaching Dossier (see Appendix B), and a satisfactory record of academic service;

or

(ii) a superior record of teaching effectiveness, as evidenced by documentation compiled by the Faculty Member following suggestions in the CAUT Teaching Dossier (see Appendix B), along with a substantial record of research, scholarship, or creative and professional activities and a satisfactory record of academic service.

(d) An application or nomination for promotion to the rank of Professor before the applicant has

completed five (5) years of service as an Associate Professor shall be considered and decided on its merits. Such an application or nomination shall take place only once in an ASM's career and the provisions of Clause 12.11 and Clause 12.12 shall apply.

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

Article 13
APPOINTMENT OF LIBRARIANS

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

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

INITIATING APPOINTMENTS

13.03 When the Library wishes to make an appointment, it shall be initiated as follows:

(a) The University Librarian shall, following Collegial Consultation with the Librarians in the divisions concerned, define the nature of the appointment and formulate to the Vice-President (Academic) a request for approval to fill a position.

(b) If the Vice-President (Academic) accepts the request, the University Librarian shall meet and consult with the Search Committee, and shall determine the wording and placement of the advertisement. The consultation process shall include a formal vote by the Search Committee.

13.04 In addition, with regard to the Health Sciences Library, the University Librarian shall consult with the Dean of Medicine, with regard to positions at the Ferriss Hodgett Library, with the Principal, and with regard to positions at the Dr. C. R. Barrett Library, with the Associate Executive Director of the Fisheries and Marine Institute.

FORMATION OF SEARCH COMMITTEES

13.05 Normally, Search Committees shall be formed within the Library with respect to each appointment. However, the Librarians may decide by formal vote that a single Committee shall be established to take responsibility for some or all appointments over the course of that Academic Year. Such a formal vote shall be carried out, following discussion, at a meeting of Librarians who were notified of the meeting and the topic of discussion in advance. All Librarians shall be notified of the result of the vote.

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

13.07 Except for appointments to positions in the Ferriss Hodgett Library, the Search Committee shall consist of five (5) Librarians, three (3) of whom shall be elected by the Librarians and two (2) of whom shall be appointed by the University Librarian except as provided for under Clause 13.08 and Clause 13.09 and giving due regard to the provisions of Clause 29.18 and Clause 29.19.

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

13.09 In the case of the Dr. C. R. Barrett Library, the appointments to the Search Committee shall be made jointly by the Associate Executive Director of the Fisheries and Marine Institute and the University Librarian.

13.10 In the case of the Ferriss Hodgett Library, the Search Committee shall consist of five (5) ASMs. The elected members shall be Librarians from the College elected by the Librarians at the College and at St. John’s. If there are not three (3) Librarian members available at the College to be elected to the Committee, the remainder of the elected members shall be elected from among the Librarians at the St. John's campus. Both of the appointed members shall be ASMs at the College. The appointments to the Committee shall be made jointly by the Principal and the University Librarian.

13.11 Notwithstanding Clauses 13.07 through 13.10, when no Librarian can supply the particular expertise which is required to assess candidates for a given position or, when Librarians having such expertise decline the opportunity to serve or will be absent from campus for a substantial period during the search,

the University Librarian may include in the number of his or her appointees specified in Clauses 13.07 through 13.10 a Faculty Member from a cognate area.

13.12 The Committee shall elect its own Chairperson.

13.13 The University Librarian shall not be a member of the Search Committee, but may meet with the Committee at its invitation, or upon his or her request. The Committee shall have the option of holding meetings in the absence of the University Librarian. The University Librarian shall have the option of attending any interview of a candidate with the Committee, and shall be notified of the date and place of such interviews at the time the candidate is notified. Similar conditions shall apply for the Dean of Medicine, the Principal and the Associate Executive Director of the Fisheries and Marine Institute when appointments are made at the Health Sciences Library, the Ferriss Hodgett Library, or the Dr. C. R. Barrett Library respectively.

13.14 If the number of eligible Librarians who agree to stand for election is fewer than the number specified in Clauses 13.07 and 13.10, nonetheless the Search Committee shall be composed of those appointed and elected within the terms of Clauses 13.07 to 13.10. If a Committee is formed under this provision with less than a full complement of members, and if one (1) or more eligible candidates have later made it known that they are available, the vacancies shall be filled before the Committee has begun to interview candidates. These position(s) shall be filled by election, following a further call for nominations, or by appointment, according to the manner in which the position(s) would originally have been filled.

13.15 Normally, transaction of business shall require the presence of all members of the Search Committee. In no case shall business be transacted in the absence of more than one (1) member or in the absence of the Chairperson. In a case where a Committee has fewer than five (5) members, all members must be present for the transaction of business. Notwithstanding the above, participation by Telecommunications Technology in which all participants talk to one another in real time is acceptable when all members have all appropriate documentation and it is otherwise not feasible for the Committee to meet in person within the time frame necessary to make a decision.

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

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

SEARCH PROCEDURES

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

(a) be advertised in a nationally distributed print medium or the Canadian Library Association job website

or

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

A copy of the advertisement shall be sent to the Association and to the Joint Equity Committee, and shall be publicly posted near the offices of the Department of Human Resources. The position shall also be advertised at Sir Wilfred Grenfell College.

13.19 A term appointment may be extended without advertising provided that the reappointment is

recommended by (a) a new Search Committee; or (b) a Search Committee established under Clause 13.05 for all searches for Librarians; or (c) a Search Committee established under Clause 13.05 for all searches for term appointments.

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

13.21 Candidates who are ASMs shall create an application file which shall be considered by the Search Committee. This file shall contain all the documentation relevant to the search process, and shall be subject to the same conditions as set out for assessment files in Clauses 15.06 to 15.14.

13.22 The following conditions shall govern an application file:

(a) The file may include evaluations or letters of reference written by Search Committee members.

(b) The Search Committee may request additional information or material. A candidate who is an ASM shall be informed of the final content of the file considered by the Committee.

(c) Assessments and correspondence related to the search process which are subsequently produced and no other documents, shall be added to the file.

(d) If a Librarian applies for a position and is not successful, the application file shall not be made part of the official personal file. The University Librarian shall destroy the application file when the time limit for the Librarian to file a grievance has expired.

13.23 The Search Committee shall:

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

(b) compile a shortlist of candidates;

(c) make the shortlist known to the Librarians and to the Joint Equity Committee;

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

(e) arrange meetings so that all Librarians shall have the opportunity to meet and assess each candidate who is interviewed on campus. When the University Librarian, in accordance with Clause 13.24, has determined that the interview shall be conducted using Telecommunications Technology, arrange open meetings using Telecommunications Technology with all candidates who are interviewed at a distance;

(f) invite and consider advice from members of the Library and of other Academic Units where appropriate;

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

13.24 Notwithstanding any of the above, where the position is a term appointment one (1) year or less in length, the University Librarian may decide that an interview conducted using Telecommunications Technology between the Committee and the candidate shall substitute for an on-campus interview.

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

(a) a copy of this Collective Agreement;

(b) a written statement notifying him or her of the need to determine eligible moving expenses and eligible years towards sabbatical leave in accordance with this Collective Agreement;

(c) a copy of relevant University policy and procedures concerning moving expenses.

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

APPOINTMENT CRITERIA

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

13.27 Assessment of candidates shall be based primarily on their ability to perform the academic and professional duties of the advertised position as evidenced by the candidates' degrees and their records of and potential for a high standard of practice and continued professional development. Notwithstanding the above, the Search Committee shall consider the document circulated by the Joint Equity Committee as per Clause 29.10.

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

RECOMMENDATION OF THE UNIVERSITY LIBRARIAN

13.29 (a) Should the University Librarian not be prepared to accept the first recommendation of the Search Committee, it shall be referred back with a statement of reasons for further consideration. This statement of reasons shall be in writing.

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

13.30 In the case of the Health Sciences Library, the Dr. C. R. Barrett Library and the Ferriss Hodgett Library the Search Committee shall report simultaneously to the University Librarian and to the Dean, Associate Executive Director of the Fisheries and Marine Institute or Principal. The University Librarian and the Dean, Associate Executive Director of the Fisheries and Marine Institute or Principal shall recommend an appointment jointly through the Vice-President (Academic).

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

RECOMMENDATION OF THE VICE-PRESIDENT (ACADEMIC)

13.32 Should the Vice-President (Academic) not be prepared to accept the first recommendation of the University Librarian, it shall be referred back to the University Librarian, with a written statement of reasons, for further review in consultation with the Search Committee. The result of this review shall

be either a reiteration of the previous recommendation of the University Librarian or a new recommendation by the University Librarian. This new recommendation shall include only candidates recommended by the Search Committee.

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

NOTIFICATION OF APPOINTMENT

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

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

13.36 In the event that the successful applicant is a Librarian who holds a tenure-track appointment in the Library, the Librarian may elect to adopt the date of his or her initial tenure-track appointment for purposes of tenure. The Librarian shall inform the University Librarian of his or her election when accepting the appointment. In the event of such an election the timelines in Clauses 16.06 and 17.10 shall be determined by the date of the initial tenure-track appointment. In the event that the successful applicant is a Librarian who holds a tenure-track or tenured appointment in the Library, the Librarian shall adopt the date of his or her most recent promotion for the purposes of Clauses 18.14 and 18.17.

13.37 The University Librarian shall notify each Librarian at the time of his or her appointment of his or her principal duties and responsibilities. Such duties and responsibilities may be amended from time to time by mutual consent.

CANCELLATION OF A SEARCH

13.38 When a search for more than one (1) position is ongoing in any one of the Queen Elizabeth II Library, Ferriss Hodgett Library, Dr. C.R. Barrett Library or Health Sciences Library, and the need arises to cancel the search for a position, the University Librarian, following Collegial Consultation with the Librarians in the library concerned, shall determine which search or searches shall continue.

Article 14
PROCEDURES FOR THE FORMATION OF PROMOTION AND TENURE COMMITTEES FOR LIBRARIANS

14.01 A Promotion and Tenure Committee consisting of Librarians shall be established annually no later than May 1 to be in office for the following Academic Year. The University Librarian shall initiate the process of establishing the Committee.

14.02 In addition to the exclusions in the remainder of this article, a Librarian is not eligible to serve on a Promotion and Tenure Committee if he or she:

(a) is being considered for promotion;

(b) holds a tenure-track appointment;

(c) holds a term appointment;

(d) has a conflict of interest as defined in Clause 1.42.

14.03 The Promotion and Tenure Committee shall consist of five (5) Librarians, three (3) of whom shall be elected by the Librarians, and two (2) of whom shall be appointed by the University Librarian. If the University Librarian is to be considered for promotion or tenure in the Academic Year for which the Committee is being established, he or she shall so inform the Vice-President (Academic) who shall make the appointments to the Committee.

14.04 For Librarians at the Health Sciences Library, the Promotion and Tenure Committee shall be composed of the three (3) elected Librarians specified in Clause 14.03 and two (2) Librarians appointed by the University Librarian after consultation with the Dean of Medicine.

14.05 For Librarians at the Ferriss Hodgett Library, the Promotion and Tenure Committee shall be composed of the three (3) elected Librarians specified in Clause 14.03 and two (2) ASMs from the College appointed by the University Librarian after consultation with the Principal of the College.

14.06 If the number of eligible Librarians who agree to stand for election is fewer than the number specified in Clause 14.03, nonetheless the Promotion and Tenure Committee shall be composed of those appointed and elected within the terms of Clause 14.03. If a Committee is formed under this provision with less than a full complement of members, and if one (1) or more eligible candidates have later made it known that they are available, the vacancies shall be filled during the period September 15 to October 1. These position(s) shall be filled by election following a further call for nominations, or by appointment, according to the manner in which the position(s) would originally have been filled.

14.07 In the event of a resignation from the Promotion and Tenure Committee, an attempt shall be made to fill the resulting vacancy either by election, or by appointment, according to the manner in which the position was originally filled. No position on the Committee shall be replaced for a particular candidate after that candidate's assessment process has begun. For this purpose the assessment process shall be deemed to begin on October 1 in the case of promotion, or thirty (30) days after the anniversary of appointment in the case of tenure or the extension of a tenure-track appointment.

14.08 The first meeting of the Promotion and Tenure Committee shall be convened by the University Librarian. The Committee shall elect its own Chairperson. The University Librarian shall not be a member of the Committee, but may meet with the Committee by invitation of the Committee or upon his or her request. The Committee shall have the option of holding meetings in the absence of the University Librarian. The University Librarian shall have the option of attending any interview of a candidate with the Committee, and shall be notified of the date and place of such interviews at the time the candidate is notified. Similar conditions shall apply to the Dean of Medicine, the Principal when the Committee is evaluating a Librarian from the Health Sciences Library, and the Ferriss Hodgett Library, respectively.

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

Article 15
THE ASSESSMENT FILE FOR NON-DECISION YEAR REVIEW, EXTENSION OF TENURE-TRACK APPOINTMENT, TENURE AND PROMOTION FOR LIBRARIANS

15.01 Candidates for extension of tenure-track appointment, promotion or tenure, and those being reviewed in non-decision year reviews, shall create an assessment file, in consultation with the University Librarian, which shall be considered by the Promotion and Tenure Committee. This file, as completed in accordance with this Article, shall contain all the documentation relevant to the evaluation process. Candidates may include a statement referring to their fulfilment of the relevant criteria in the areas of assessment as stated in Articles 17 and 18.

15.02 Before making the file available to the Promotion and Tenure Committee, the University Librarian shall insert copies of any relevant documents previously placed in the official personal file of the candidate, including non-decision year reviews and recommendations formulated during previous promotion and tenure assessments. Such documents shall be clearly marked as having been inserted by the University Librarian.

15.03 The University Librarian, not later than the anniversary date of the candidate's appointment, shall request in writing that the candidate prepare an assessment file in the case of consideration for extension of tenure-track appointment or tenure. The University Librarian shall, at that time, notify the Librarian that the Librarian has the right to include in the assessment file rebuttal or written comments on the accuracy or meaning of any document inserted into his or her assessment file. Each candidate shall submit materials for his or her file to the University Librarian within twenty (20) days following the request.

15.04 Each candidate shall submit materials for his or her file to the University Librarian by September 15 in the case of consideration for promotion.

15.05 The Promotion and Tenure Committee or the University Librarian may request additional information or material from the candidate or elsewhere in the University. Such requests shall be made in writing and shall form part of the file.

15.06 The assessment file shall be deemed to be an annex to the official personal file. As new documents are created or obtained in the assessment process, they shall be added to the assessment file by the University Librarian. In addition, the University Librarian shall ensure that any such documents not previously copied to the candidate shall be copied to him or her. The candidate has the right to insert a response. No material shall be included in the file which does not meet the requirements governing inclusion of material in the official personal file as specified in Clauses 1.44 to 1.67, except that the candidate may submit copies of books, articles or other similar materials for assessment purposes. The material in this file shall be governed by the provisions of Clause 4.07.

15.07 The file may include evaluations or letters of reference written by members of the Promotion and Tenure Committee.

15.08 The assessment file shall be maintained by the academic administrator currently responsible for formulating a recommendation and shall be located in his or her office, except when signed out by a member of the Promotion and Tenure Committee. If working copies are made for Committee members, the Chairperson of the Committee shall ensure their destruction at the conclusion of the assessment process.

15.09 The candidate shall have access to the file at any time upon request.

15.10 The Chairperson of the Promotion and Tenure Committee shall inform the candidate in writing of the final content of the file considered by the Committee before any recommendation is made by the Committee.

15.11 After the Promotion and Tenure Committee has submitted its report, no documents shall be added to the file except assessments and recommendations by academic administrators, as specified in this Collective Agreement, and correspondence related to the evaluation process.

15.12 In the case of extension of a tenure-track appointment, tenure or promotion, the President shall inform the candidate of his or her recommendation and shall be responsible for transmitting the file to the Director of Human Resources for inclusion in the official personal file.

15.13 In the case of a non-decision year review the University Librarian shall be responsible for transmitting the file to the Director of Human Resources for inclusion in the official personal file and shall return to the candidate all copies of books, articles or other similar materials in accordance with Clause 1.52.

15.14 When the Director of Human Resources receives an assessment file for inclusion in the official personal file, he or she shall return to the candidate all copies of books, articles or other similar materials in accordance with Clause 1.52, as well as any voluminous teaching dossier material.

Article 16
PROCEDURES FOR PROMOTION AND TENURE COMMITTEES FOR LIBRARIANS

16.01 The procedures specified in this Article shall apply to all assessments made by Library Promotion and Tenure Committees unless otherwise specified elsewhere in this Collective Agreement.

16.02 Once appointed or elected to a Promotion and Tenure Committee, a Librarian cannot be a candidate for promotion during the Academic Year for which that Committee was established.

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

16.04 In cases of promotion to a Librarian III or Librarian IV, when a Librarian is appointed to the University between March1 and August 31, the calculation of years in rank shall be made as though the Librarian had been appointed or promoted on the following September 1.

16.05 In cases of promotion to a Librarian III or Librarian IV, when a Librarian is appointed to the University between September 2 and the last calendar day of February, calculation of years in rank shall be made as though the Librarian had been appointed or promoted on the previous September 1.

16.06 Except where an alternative date has been determined in Clause 13.36, assessment procedures for non-decision year reviews, for extension of a tenure-track appointment and for tenure shall be initiated as follows:

(a) Review of tenure-track appointees at the rank of Librarian I or Librarian II for progress toward meeting the criteria for tenure shall be initiated by the University Librarian no later than the anniversary date of appointment which starts the second, third and fifth years of appointment.

(b) Review of tenure-track appointees at the rank of Librarian III or Librarian IV for progress toward meeting the criteria for tenure shall be initiated by the University Librarian no later than the first anniversary date of appointment.

(c) Review of tenure-track appointees at the rank of Librarian I or Librarian II for extension of appointment or tenure shall be initiated by the University Librarian at the end of the third year of the appointment.

(d) Review of tenure-track appointees for tenure shall be initiated by the University Librarian at the end of the fifth year of the appointment if the candidate has the rank of Librarian I or Librarian II, and at the end of the second year of the appointment if the candidate has the rank of Librarian III or Librarian IV.

16.07 Not later than the anniversary date of the appointment, the University Librarian shall initiate the review of a tenure-track appointee, as specified in Clause 16.06, by requesting the Librarian to prepare materials for the assessment file as specified in Article 15. The University Librarian shall present the file prepared in consultation with the candidate to the Committee not later than thirty (30) days following the anniversary date of the candidate's appointment.

16.08 Assessment procedures for promotion shall be initiated as follows:

(a) Consideration of a Librarian for promotion shall follow upon formal application or nomination for such promotion. An application or nomination shall be made in writing to the University Librarian by September 1. In the case of nomination the written consent of the candidate shall accompany the nomination.

(b) At the time the University Librarian receives an application or nomination for promotion, he or she shall request the Librarian to prepare materials for the assessment file as specified in Article

15. The University Librarian shall present the file, prepared in consultation with the candidate, to the Committee not later than October 1.

16.09 The Promotion and Tenure Committee may request a candidate to appear before it as part of the review procedure. In addition, a candidate shall, if he or she requests, be given the opportunity to appear before the Committee. In either case, the candidate shall be notified at least five (5) days before the date of the hearing.

16.10 If the initial decision of the Promotion and Tenure Committee is not to make a positive recommendation with respect to extension of a tenure-track appointment or tenure, the Chairperson shall so inform the candidate in writing, not later than fifty (50) days after the anniversary date of the candidate's appointment.

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

16.12 In the written notice specified in Clauses 16.10 and 16.11, the Committee shall state its concerns and offer to meet with the candidate to allow him or her to speak to these concerns. The candidate shall indicate in writing whether or not he or she wishes to meet with the Committee. If the candidate elects to meet with the Committee, he or she shall have ten (10) days from the date of the notice to seek advice and prepare further documentation in preparation for such a meeting. The Committee shall review its initial recommendation following this meeting with the candidate.

16.13 After the Promotion and Tenure Committee has completed its review of a candidate, it shall transmit its report to the University Librarian. The report must take into account the criteria for Promotion and Tenure specified in Articles 17 and 18. Where the University Librarian shares responsibility with the Associate Executive Director of the Fisheries and Marine Institute, the Principal of Sir Wilfred Grenfell College or the Dean of Medicine, the Promotion and Tenure Committee shall transmit its report to both individuals jointly. At the request of the Committee, the University Librarian shall meet with the Committee to discuss his or her recommendation, if any.

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

16.15 The Promotion and Tenure Committee shall review the performance of tenure-track appointees as specified in Clause 17.05, at the end of the first year of the appointment and again at the end of the second and fourth years unless a decision to tenure has been reached. On September 1 the University Librarian shall provide the Committee with the anniversary dates of any Librarians who should be reviewed. The following procedures shall be followed:

(a) The Librarian shall submit material for the assessment file to the University Librarian within twenty (20) days of the initiation of the review as specified in Clause 16.06(a).

(b) The University Librarian may add additional material from the personal file.

(c) The University Librarian shall transmit the file to the Promotion and Tenure Committee no later than thirty (30) days after initiation of the review.

(d) The Promotion and Tenure Committee shall assess the file, prepared in accordance with Article 15, and may meet with the Librarian.

(e) The Promotion and Tenure Committee shall submit a report to the University Librarian assessing progress toward meeting the criteria for tenure. Where appropriate, specific advice to the Librarian may be included in the report.

(f) Following receipt of the Committee's report, the University Librarian shall write his or her own report.

(g) Within sixty (60) days of the initiation of the review, copies of both reports shall be sent to the Librarian and to the personal file by the University Librarian.

16.16 Following the completion of the report in Clause 16.15, the Promotion and Tenure Committee may invite a Librarian to be considered for tenure. The Committee shall issue an invitation if it appears probable that the Librarian meets the criteria for tenure at that time. The Committee shall notify the University Librarian of the invitation. The Librarian must provide his or her consent in writing to be considered for tenure under the provisions of this Clause. Within ten (10) days of receiving the written approval of the candidate, the University Librarian shall initiate a review for tenure as specified in Clauses 16.06 to 16.14, except that the date the University Librarian initiates the review for tenure shall substitute for the anniversary date in Clauses 16.07 and 16.10.

16.17 The Promotion and Tenure Committee shall make reports concerning non-decision year review and extension of tenure-track appointments, tenure and promotion of Librarians. The Committee shall not be required to perform additional duties.

Article 17
TENURE-TRACK APPOINTMENT AND TENURE FOR LIBRARIANS

17.01 A candidate for a non-decision year review, extension of tenure-track appointment or for tenure shall be considered on the anniversary dates specified in this Article and in Clause 16.06. Candidates shall be notified in writing by the University Librarian by the anniversary date. Candidates shall prepare and submit materials for the assessment file to the University Librarian in accordance with Article 15.

TENURE-TRACK APPOINTMENTS

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

17.03 An appointment with tenure shall not be made at the rank of Librarian I. An appointment with tenure shall not be made at the rank of Librarian II except where the candidate has previously held a tenured appointment at the University and a positive recommendation for tenure is made by the Search Committee. An appointment with tenure at the rank of Librarian III or Librarian IV shall not be made without a positive recommendation for tenure by the Search Committee.

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

17.05 The performance of a Librarian holding a tenure-track appointment shall be reviewed by the Promotion and Tenure Committee each year following the anniversary date of the appointment, beginning with the first anniversary, by the procedures specified in Article 16. His or her performance shall be reviewed for satisfactory progress towards meeting the criteria for tenure stated in this Article.

TIMING OF TENURE CONSIDERATION

17.06 Except as provided elsewhere in this Collective Agreement, a Librarian I or Librarian II shall be considered for tenure during the review which follows the third anniversary date of the tenure-track appointment. If tenure is not granted and the tenure-track appointment is extended for two (2) years in accordance with Clause 17.10(b), the Librarian shall be considered for tenure again during the review which follows the fifth anniversary date of the tenure-track appointment. A Librarian III or Librarian IV shall be considered for tenure during the review which follows the second anniversary date of the tenure-track appointment.

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

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

17.09 Subject to Clauses 22.84 and 17.17, a Librarian I shall not continue in that rank for more than six (6) years. If at the expiration of six (6) years' service at the rank of Librarian I, he or she has not been promoted to the rank of Librarian II, his or her appointment shall be terminated.

EXTENSION OF TENURE-TRACK APPOINTMENT AND GRANTING TENURE

17.10 Following the review of a Librarian I or Librarian II that is initiated following the third anniversary date of the tenure-track appointment as specified in Clause 16.06 (c), one of the following actions shall be taken by the University:

(a) if his or her performance has satisfied the criteria for tenure, tenure shall be granted;

(b) if his or her performance indicates satisfactory progress toward tenure using the criteria stated in this Article but does not satisfy the criteria for tenure, his or her tenure-track appointment shall be extended for two (2) years;

(c) if his or her performance has not satisfied the criteria for tenure, the appointment to the University shall not be extended but he or she shall be offered a further one (1) year terminal appointment.

17.11 Following the review for tenure of a Librarian I or Librarian II that is initiated following the fifth anniversary date of the tenure-track appointment as specified in Clause 16.06 (d), one of the following actions shall be taken by the University:

(a) if his or her performance has satisfied the criteria for tenure, tenure shall be granted;

(b) if his or her performance has not satisfied the criteria for tenure, the appointment to the University shall not be extended.

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

(a) if his or her performance has satisfied the criteria for tenure, tenure shall be granted;

(b) if his or her performance has not satisfied the criteria for tenure, the appointment to the University shall not be extended but he or she shall be offered a further one (1) year terminal appointment.

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

17.14 Notwithstanding Clauses 17.10 to 17.12, a Librarian may be invited to be considered for tenure, as specified in Clause 16.16.

17.15 When candidates are considered for tenure under the provisions of Clause 16.16, one of the following actions shall be taken by the University:

(a) if the performance of the Librarian satisfies the criteria for tenure, tenure shall be granted;

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

17.16 When candidates are considered for tenure under the provisions of Clause 16.16, the Promotion and Tenure Committee and the University Librarian shall comply with the provisions of Clauses 16.10, 16.12, 16.13 and 16.16, except that their recommendations shall be limited as specified in Clause 17.15.

PART-TIME TENURE-TRACK APPOINTMENTS

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

INFORMING THE COMMITTEE AND THE CANDIDATE

17.18 When the University Librarian makes a negative recommendation to the Vice-President (Academic) on the extension of a tenure-track appointment or granting of tenure, the Promotion and Tenure Committee and the candidate shall be informed no later than eight (8) months prior to the termination date of the tenure-track appointment. In such a case, the University Librarian shall give the candidate a statement of reasons and provide the Promotion and Tenure Committee's report.

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

17.20 The Board shall notify the candidate in writing of its decision no later than six (6) months prior to the termination date of the tenure-track appointment. In the event this notification is delayed the Librarian’s appointment shall be extended by a period equal to the delay.

CRITERIA FOR TENURE

17.21 The criteria for the granting of tenure shall be:

(a) an effective contribution appropriate to the rank in the areas of primary responsibility; in the case of a Librarian I or II, the contribution should exhibit a level of skills, judgement and independence appropriate to an academic librarian at the first tenure review specified in Clause 17.06;

(b) demonstrated professional growth since the date of appointment; and

(c) the promise of future development.

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

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

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

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

(b) a demonstrated record of academic service;

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

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

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

17.23 Recommendations and decisions about the quality or quantity of activities shall be based solely on documentation in the file. If the documentation in the file includes no information about one (1) or more of the three (3) areas specified in Clause 17.22 (a), (b) and (c) this shall be grounds for a negative recommendation or decision.

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

17.25 When a Librarian resigns from the University while he or she is in the process of being considered for extension of a tenure-track appointment, promotion or tenure, or is undergoing a non-decision year review, the process of consideration or review shall terminate and the assessment file shall not be entered into the personal file.

Article 18
PROCEDURES AND CRITERIA FOR PROMOTION OF LIBRARIANS

GENERAL PROCEDURES

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

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

18.03 When a candidate resigns when being considered for a promotion, the provisions of Clause 17.25 shall apply.

18.04 When the University Librarian is not prepared initially to accept the recommendation of the Promotion and Tenure Committee, he or she shall refer the recommendation back to the Committee with his or her reasons, and the Committee shall reconsider its recommendation in light of these reasons. The University Librarian shall inform the candidate of any such reconsideration and the Committee may request an additional meeting with the candidate. The Committee shall again report to the University Librarian and the University Librarian to the Vice-President (Academic) as specified in Clauses 16.13 and 16.14.

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

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

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

18.08 If a candidate for promotion is unsuccessful in consecutive years at any time following the minimum number of years as stated in Clauses 18.14(a) and 18.17(a) as appropriate, further consideration shall not occur until the second year following the second denial of promotion.

CRITERIA FOR PROMOTION

18.09 To meet the criteria for promotion, the candidate shall provide evidence of a cumulative record of satisfactory performance appropriate to the rank being sought as specified in Clauses 18.12 - 18.19 and demonstrated professional growth. Considering the professional duties and responsibilities of Librarians as set out in Article 4, the areas of assessment for promotion shall be the following, with the greatest weight placed on (a):

(a) professional competence and effectiveness as a Librarian;

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

(b) a demonstrated record of academic service;

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

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

Factors which may be considered include but are not limited to: the development of innovations in the Library; papers in refereed and non-refereed journals; scholarly presentations delivered at professional meetings; participation in panels; published and unpublished research including current work in progress both supported by funding and not supported by funding; editorial and refereeing duties; creative works and performances; scholarship evidenced by the candidate's depth and breadth of knowledge and general contributions to the research life and creative milieu of the University. Greater weight shall be placed on refereed products of scholarship than on those that have not been refereed. Similarly, published work shall be given greater weight than unpublished work. The quality and originality of both published and unpublished work shall be considered.

(d) teaching.

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

18.10 Recommendations and decisions about the quality or quantity of activities shall be based solely on documentation in the file. If the documentation in the file includes no information about one (1) or more of the areas specified in Clause 18.09 (a), (b), and (c), this shall be grounds for a negative recommendation or decision.

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

PROMOTION TO THE RANK OF LIBRARIAN II

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

PROMOTION TO THE RANK OF LIBRARIAN III

18.13 To be promoted to the rank of Librarian III, a Librarian shall normally be expected to have demonstrated achievements in some of the areas specified under Clause 18.15 (b) and (c). In exceptional cases, promotion may be granted if a Librarian II has achieved very high standards in the areas of primary responsibility, specified under Clause 18.15(a) alone.

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

(b) An application or nomination for promotion to the rank of Librarian III before the candidate has completed five (5) years of service at the rank of Librarian II shall be considered and decided on its merits, with the proviso that promotion under such circumstances shall follow only upon demonstrated excellence and superiority in performance, which may incorporate the holding or attainment of additional relevant degrees or academic qualifications.

18.15 Considering the professional responsibilities and duties of Librarians as set out in Article 4, the criteria for promotion to the rank of Librarian III are the following with greater weight on (a):

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

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

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

PROMOTION TO THE RANK OF LIBRARIAN IV

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

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

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

18.18 Considering the professional responsibilities and duties of Librarians as set out in Article 4, the criteria for promotion to the rank of Librarian IV are those set out in Clause 18.09 with appropriate adjustment to the standards for this rank using those criteria.

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

Article 19
DISCIPLINARY MEASURES AND NON-DISCIPLINARY RELIEF FROM DUTIES

INTRODUCTION

19.01 An ASM may be disciplined only for just and reasonable cause. Such disciplinary action shall be reasonable and commensurate with the seriousness of the violations.

19.02 The causes for discipline shall include, but are not limited to: gross misconduct; an immediate threat to the University's employees, students or physical facilities; misrepresentation of credentials; persistent neglect of duty; failure to maintain an acceptable standard of competence and performance in duties appropriate to the appointment; or malicious damage to University property.

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

(a) a letter of warning or reprimand

(b) suspension without loss of pay

(c) suspension with loss of pay

(d) dismissal.

19.04 Except for action taken under Clauses 19.12 to 19.16:

(a) when the University decides that an investigation is not required, disciplinary action shall be initiated within thirty (30) days of the date the University knew, or ought reasonably to have known, of the occurrence of the matter giving rise to the discipline.

(b) when the University decides that an investigation is required that might lead to the imposition of discipline, the ASM shall be notified in writing of the alleged infraction within twenty (20) days of the date the University knew, or ought reasonably to have known, of the occurrence of the matter which might give rise to the discipline. The notification in writing of the alleged infraction shall include a clear statement of the alleged infraction(s) and a summary of the information surrounding the allegation(s) that the University had when it decided that an investigation was necessary. The notification shall also include copies of all documentation, if any, that led to the decision to investigate. The investigation shall be confidential and conducted in such a way as to balance the need for a fair investigation with the rights to privacy of the person(s) accused and the person(s) making the allegation(s). The ASM shall be notified of the result of the investigation within fifty-five (55) days of the first notice.

(c) when a complaint is made by a student concerning the actions of an ASM who is currently teaching the student complainant, the date on which the University knows, or ought reasonably to know, of the matter giving rise to the discipline may, at the University's discretion, be deemed to be the last day on which the marks for courses in the current semester are scheduled to be submitted to the Registrar. If the University has exercised this option, the University shall take no disciplinary action or any action that may lead to discipline until after the last day in which marks for courses in the current semester are scheduled to be submitted to the Registrar.

19.05 Any disciplinary action taken under this Article shall remain confidential until the time limit for submitting a grievance regarding the imposition of that discipline has passed. If a grievance is submitted, the disciplinary action shall remain confidential until the grievance is resolved or the arbitration commences.

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

(b) If an ASM has been disciplined for an incident he or she claims resulted from medical disability or illness, he or she shall so notify the University. In such cases, the University may require the ASM to provide a medical certificate from a physician of his or her choice. The physician shall

be requested to advise whether medical disability or illness might reasonably have caused the incident which led to the initiation of disciplinary action, and if so, recommend whether the ASM should be placed on sick leave. If the University challenges the physician's assessment, the advice of a second physician of the University's choice shall be obtained. If these two physicians disagree, a third physician acceptable to the Association and the University shall be consulted and his or her opinion shall stand. The ASM shall not unreasonably refuse to be examined by a physician.

(c) The ASM shall allow the University, and, as part of an application for Long Term Disability Insurance the University's insurers, access to the necessary medical information to confirm the medical disability or illness. This medical information shall remain strictly confidential. If the medical examination substantiates the ASM's claim that medical disability or illness caused the incident which led to the initiation of disciplinary action, any disciplinary action that has been taken shall be rescinded and, in accordance with the physician's recommendation arising from the medical examination, the ASM shall accept sick leave or shall continue or resume his or her duties.

(d) When one (1) or more physicians' assessments are sought in accordance with Clause 19.06(b), the University shall be deemed to have known of the occurrence of the matter as of the date of receipt of the final physician's assessment. If the University continues with discipline after receiving the physicians' assessments, the time permitted in Article 20 for the Association to file a grievance shall begin from the time the University notifies the ASM of its intention to continue discipline following receipt of the final physician's assessment.

(e) Once the physicians' assessments relating to a specific incident have been received in accordance with this clause, the ASM cannot request a further investigation based on a defence of medical disability or illness, except as part of a grievance resolution or because substantive new information regarding the disability or illness has become available.

19.07 If an ASM goes on sick leave in accordance with a physician's recommendation, as set out in Clause 19.06(c), the ASM shall receive benefits in accordance with the sick leave provisions of Article 22.

19.08 Letters of warning or reprimand shall be clearly identified as being disciplinary measures, shall contain a clear statement of the reasons for taking this action and shall be delivered by the University in a manner that provides proof of receipt, either by means of a receipt signed by the individual ASM so named in the letter, or in the presence of a witness other than the person delivering the letter. Further proceedings shall not commence until the Administrative Head has proof of delivery.

SUSPENSION

19.09 When the University intends to suspend an ASM with or without loss of pay as a form of discipline, the University shall provide written notification of the dates of commencement and termination of the suspension and of the reasons for the suspension to the ASM. Such notification shall be delivered by the University in a manner that provides proof of receipt, either by means of a receipt signed by the individual ASM so named in the letter, or in the presence of a witness other than the person delivering the letter. Further proceedings shall not commence until the Administrative Head has proof of delivery.

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

19.11 Only if the Association then fails to give notice to arbitrate within twenty (20) days or if the grievance, if one is filed, is denied at arbitration may the University implement the suspension.

DISMISSAL FOR CAUSE, PART A

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

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

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

19.15 If the meeting fails to settle the matter, the President shall inform the Association and the ASM of his or her intention to recommend the dismissal of the ASM, with a detailed written statement of reasons.

19.16 The case shall be treated as an unresolved grievance which has been processed through Step 2, in accordance with Article 20 of this Collective Agreement. If, within thirty (30) days of receipt of the written statement of reasons for recommending dismissal, the Association gives notice to arbitrate, the procedures in Clauses 20.07 to 20.16 shall be followed. Only if the Association does not give notice to arbitrate within thirty (30) days or if the grievance is denied at arbitration may the President transmit his or her recommendation for dismissal to the Board. The ASM shall continue to receive salary and benefits in accordance with Article 31 of this Collective Agreement until the Board has approved this recommendation from the President to dismiss.

DISMISSAL FOR CAUSE, PART B

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

19.18 If, within twenty (20) days of receipt of the written statement of reasons for recommending dismissal, the Association files a grievance, the case shall be treated as an unresolved grievance which has been processed through Step 2, in accordance with Article 20 of this Collective Agreement. If a grievance is filed, the following procedures shall apply:

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

(b) The University shall pay the ASM’s salary and benefits until the decision of the arbitrator is received or for a period of four (4) months from the appointment of the arbitrator, whichever is the lesser.

(c) If the pay of an ASM is interrupted because the time limit in (b) above has been reached, the ASM shall be deemed to be on leave without pay until the arbitration award is received by the parties.

(d) If the grievance is allowed at arbitration, but the decision is received after the four (4) month period referenced in Clause 19.18 (b) has expired, the University shall pay the ASM's salary and the University’s share of benefits for the period between the end of the four (4) months and the date the decision is received.

19.19 When a grievance involving Dismissal for Cause, Part B is filed, and the grievance is denied at arbitration the President may transmit his or her recommendation for dismissal to the Board. The ASM shall continue to receive salary and benefits in accordance with Article 31 of this Collective Agreement until the Board approves this recommendation from the President to dismiss or until the four (4) month period referenced in Clause 19.18 (b) has expired, whichever is the lesser.

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

19.21 If no grievance is filed, the President may transmit his or her recommendation to the Board. The ASM shall continue to receive salary and benefits in accordance with Article 31 of this Collective Agreement until the Board approves this recommendation from the President to dismiss.

NON-DISCIPLINARY RELIEF FROM DUTIES

19.22 An ASM may be immediately relieved from duties if either:

(a) the actions of the ASM constitute a serious danger to life or limb; or

(b) the actions of the ASM constitute a serious and willful danger to the University's physical facilities.

19.23 No ASMs shall be relieved from duties without the prior invocation of Clause 19.22 of the Collective Agreement. In the event that Clause 19.22 is invoked, at that time the University shall provide the ASM and the Faculty Association (MUNFA) with a summary of the information and copies of all documentation, if any, that it had that led to the decision to invoke Clause 19.22. Such notification shall not in itself constitute a disciplinary measure.

19.24 If the University invokes Clause 19.22 and relieves an ASM from his or her duties, the University shall inform only those students, staff and faculty directly affected of any new teaching arrangements without reference to the reasons for such arrangements.

19.25 During the period of such relief from duties, the ASM shall continue to receive normal salary, salary increases and benefits.

CRIMINAL CHARGES AND CONVICTION

19.26 An action of an ASM may result in disciplinary action or criminal action or both. A criminal charge or conviction is not in and of itself grounds for discipline or dismissal. Any disciplinary action which follows from the events that give rise to the charge or conviction shall be subject to all the protections of this Collective Agreement.

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

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

19.29 As far as circumstances allow, including the outcome of disciplinary action that the University might take, an ASM who has been charged or convicted shall continue to pursue his or her normal University duties.

19.30 The University shall encourage and participate in a professionally recognized and managed rehabilitation programme for an ASM who has been convicted. Participation shall include permitting the ASM to return to employment, adjusting course scheduling or workload to permit rehabilitation, and other related accommodations for a reasonable period of time. Participation may, at the discretion of the University, include direct financial support for a rehabilitation programme.

SEXUAL HARASSMENT

19.31 An allegation of sexual harassment against an ASM shall not be the subject of disciplinary action, except in accordance with the University-Wide Procedures on Sexual Harassment Complaints, dated November 23, 2001, and attached to this Collective Agreement as Appendix C.

19.32 Any such disciplinary actions taken by the University against an ASM shall be subject to this Article,

and may be grieved under Article 20.

GROSS MISCONDUCT IN ACADEMIC RESEARCH

19.33 Gross misconduct in academic research means:

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

(b) willful or deliberate destruction, or destruction resulting from the failure to take reasonable measures to ensure the safety, of one's own research data within a period of five (5) years after publication of the research results, or the deliberate tampering with or destruction of the research of another; or

(c) once the results of the research have been published, refusal without good and sufficient reason, to provide access to the data that resulted in the published document, for the purpose of verification by bona fide academic researchers for a period of five (5) years from the date of publication; or

(d) failure to respect agreements concerning privileged access to information or ideas obtained from confidential manuscripts or applications; or

(e) the use of unpublished scholarly work of others without their permission when that permission is explicitly required; or

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

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

(h) failure to reveal to the University any material financial interest, either by the ASM or a close relative, in a company that contracts with the University to undertake research, or to supply goods or services directly pertaining to the ASM's University research. Material financial interest includes ownership, substantial stock holding, a directorship, substantial honoraria or consulting fees but does not include routine stock holding in a large publicly traded company.

19.34 (a) All allegations of gross misconduct in academic research shall be made in writing, shall specify the misconduct alleged, and shall be signed and directed to the President. If in his or her judgement, based on the signed complaint, and, if requested by the President an interview with the complainant, there is sufficient substance to warrant formal investigation, the President shall notify the Association and the ASM who is the subject of the allegations, in writing that he or she is under investigation. Such notification shall be within twenty (20) days of receipt of the allegation. Otherwise, the allegations shall be dismissed, no action taken, and all related documentation destroyed.

(b) The written notice shall include a copy of the signed allegations to allow the ASM who is the subject of the allegations an opportunity to respond and shall advise the ASM in writing of his or her right to be accompanied or represented as stated in Clause 19.34. Such notification shall be delivered by the University in a manner that provides proof of receipt, either by means of a receipt signed by the individual ASM so named in the letter, or in the presence of a witness other than the person delivering the letter. Further proceedings shall not commence until the University has proof of delivery. The investigation shall be confidential and conducted in such a way as to balance the

need for a fair investigation with the rights to privacy of the person(s) accused and the person(s) making the allegation(s).

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

19.36 The ASM named in the allegations shall be given a copy of the draft final report stemming from the investigation, and will be given adequate opportunity to know any evidence presented in the report and to respond to that evidence if he or she chooses to do so. The draft final report shall be given to the ASM within sixty (60) days of the President informing the ASM of the investigation. The ASM shall have ten (10) days to respond to the draft final report. If notice of discipline is not received within ninety (90) days of the sending of the President's written notice of investigation, then discipline shall not be imposed.

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

19.38 If the proposed discipline is one of suspension, then the provisions of Clauses 19.09 to 19.11 shall apply except that the time limit in Clause 19.11 shall be twenty (20) days. If the discipline is one of dismissal, the provisions of Clauses 19.17 to 19.21 shall apply except, notwithstanding Clause 19.18, an arbitration board of three (3) persons shall hear the grievance.

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

19.40 The University shall use its best efforts:

(a) to minimize disruption to the research of the complainant and of any third party whose research may be affected by the securing of evidence relevant to the allegation during the course of the formal investigation; and

(b) to ensure that any such disruption not negatively affect future decisions concerning the careers of those referenced in (a) above.

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

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

Article 20
COMPLAINTS, GRIEVANCE AND ARBITRATION

20.01 Should a dispute arise between the Association or an ASM and the University, an earnest effort shall be made to settle the dispute in accordance with the provisions of this Article. The resolution of a dispute may commence under either Clauses 20.03 or 20.06.

20.02 Definitions in this Article:

(a) A Complaint is a problem that may be resolved without reference to the formal grievance procedure as set out in Clause 20.06.

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

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

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

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

20.05 The Association shall have the right to originate a grievance on behalf of an ASM, or a group of ASMs, or on its own behalf. Association grievances shall originate at Step 2.

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

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

STEP 2. If the decision rendered by the Administrative Head at Step 1 is unsatisfactory to the Association, and the Association decides to continue the grievance, the grievance shall be submitted to the President within fifteen (15) days. The President or his delegate shall convene a grievance resolution meeting of the two Parties. Each Party shall be represented by no more than four (4) representatives who shall make an earnest effort to resolve the grievance. The University shall forward its decision to the Association within twenty-five (25) days of the receipt of the grievance by the President.

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

ARBITRATION

20.07 Where a grievance arises between the Parties to, or persons bound by, this Collective Agreement or on whose behalf it has been entered into, one (1) of the Parties may, after exhausting the above grievance procedure, notify the other Party in writing within the time limits specified in Step 3 of its desire to submit the grievance to arbitration. The notice shall contain the name of the person appointed to be its nominee on the arbitration board.

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

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

20.10 In accordance with the provisions of Clause 20.09, there shall be a standing list of nine (9) persons as set out below who shall serve as Chairperson of an arbitration board on a rotating basis:

1. Kevin Burkett
2. Paula Knopf
3. James Oakley
4. Bruce Outhouse
5. Michel Picher
6. Pamela Picher
7. John Roil
8. Kenneth Swan
9. Martin Teplitsky

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

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

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

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

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

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

SOLE ARBITRATOR

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

arbitration board or Chairperson of an arbitration board shall apply *mutatis mutandis*.

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

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

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

Article 21
OUTSIDE PROFESSIONAL ACTIVITIES

21.01 Outside professional activities may enhance the reputation of the University and the professional, scholarly and scientific competence of the ASM. ASMs are encouraged to involve themselves with the community outside the University in applying their professional skills and knowledge. This Article applies only to outside professional activities that involve the application of special skills and knowledge within the ASM's particular academic competence. An ASM may engage in such activities subject to the following conditions:

(a) Such activities shall not hinder the fulfillment of the ASM's obligations to the University, including scholarly work, and the undertaking of a fair share of academic administration.

(b) Outside professional activities shall not require the commitment of a block of time which might interfere with the ASM's normal timetable for teaching activities.

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

21.03 When outside professional activities would involve the use of University supplies, facilities, employees, or services, such use shall be subject to the prior written approval of the Administrative Head. The request for approval shall include information on the nature and scope of the outside professional activities for which support is requested. If approval is granted, the charges for such equipment, supplies, facilities, employees or services shall be at the prevailing rates unless the Vice-President (Academic) agrees, in writing, to waive all or part of the charges. When engaging in outside professional activities, the ASM shall ensure that he or she does not represent himself or herself as acting on behalf of the University. The University will assume no liability for any action brought against an ASM as a result of outside professional activities.

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

21.05 The provisions of this Article shall apply to Coordinators *mutatis mutandis*.

Article 22
LEAVES

VACATIONS

22.01 Vacation entitlements shall be as follows:

(a) ASMs shall be entitled to twenty-five (25) days vacation leave in each Academic Year.

(b) After ten (10) years of service an ASM shall be entitled to thirty (30) days vacation leave in each Academic Year.

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

22.03 Except as provided in Clause 22.06:

(a) Vacation leave not used, to a maximum of one (1) year's vacation entitlement, may be carried forward to the next Academic Year.

(b) No more than the equivalent of two (2) year's vacation leave may be taken in any one (1) Academic Year.

(c) Written notice shall be given to the Administrative Head by the ASM by September 30 of any unused vacation leave being carried forward. The notice shall specify the amount of vacation leave carried over to the next Academic Year, the vacation leave allowance for the previous Academic Year, the vacation leave taken in the previous Academic Year, and the amount of unused vacation leave being carried forward to the current Academic Year.

(d) Upon retirement from the University, an ASM shall be paid for any unused vacation entitlement when assigned teaching duties and assigned responsibilities prevent the ASM from using his or her vacation entitlement before retirement and when the ASM has given at least twelve (12) months notice of retirement to the Administrative Head.

22.04 While not on vacation or other forms of approved leave, an ASM shall carry out his or her duties and responsibilities. An ASM who takes vacation leave between the end of one semester and the beginning of the next semester shall have this time debited against his or her vacation entitlement.

22.05 A Librarian may take vacation leave to which he or she is entitled at any time with the approval of the University Librarian. A Counselling Faculty Member may take vacation leave to which he or she is entitled at any time with the approval of the Director of the Counselling Centre. A Coordinator may take vacation leave to which he or she is entitled at any time with the approval of the Administrative Head. At Sir Wilfred Grenfell College, approval for Counselling Faculty Members shall be given by the Principal. Such approval shall not be unreasonably denied.

22.06 (a) Except as provided in Clause 22.06(b), at the termination of a Coordinator, Librarian or Counselling Faculty Member's appointment, the Coordinator, Librarian or Counselling Faculty Member shall be deemed to have approval to take vacation leave on the final days of employment equal to his or her accrued vacation leave.

(b) Notwithstanding Clause 22.06(a) above, the University may, on the termination of employment, elect to pay a Coordinator, Librarian or Counselling Faculty Member in lieu of vacation an amount equivalent to the amount of Basic Annual Salary the Coordinator, Librarian or Counselling Faculty Member would earn if the Coordinator, Librarian or Counselling Faculty Member were to continue employment with the University for a period equal to the duration of vacation leave accrued as of the time of termination. In order to exercise this option, the University shall notify the Coordinator, Librarian or Counselling Faculty Member at least twenty (20) days prior to the date on which the vacation would otherwise commence.

22.07 ASMs other than Librarians and Counselling Faculty Members may take their vacation leave at any time outside the period required for their normal course commitments subject to the prior notification of the Administrative Head. Vacation leave at any other time shall be granted only with the written approval of the Administrative Head. Such approval shall not be unreasonably denied.

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

UNIVERSITY HOLIDAYS

22.09 ASMs shall be entitled to the following paid University holidays:

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

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

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

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

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

SABBATICAL LEAVE

22.13 Sabbatical leaves are provided to enable ASMs to engage in research, scholarship, creative or professional activities to foster their academic or professional effectiveness.

22.14 ASMs holding tenure-track or tenured appointments are eligible to apply for sabbatical leaves. However, sabbatical leave may be taken only after the ASM receives tenure.

22.15 ASMs shall be eligible to apply for sabbatical leave on the following basis with years of eligible service calculated in accordance with Clauses 22.19 and 22.22:

(a) during the third or subsequent year of service an ASM shall be eligible for sabbatical leave of four (4) months, to begin no earlier than the start of the fourth (4^{th}) year of Service;

(b) during the sixth (6^{th}) or subsequent year of eligible service since appointment to the University, for a leave of twelve (12) months to be taken during the following seventh (7^{th}) year or a subsequent year;

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

22.16 At the time of application for a sabbatical leave, an ASM shall select one (1) of the following options:

Option A

(a) The ASM shall receive remuneration while on sabbatical leave equal to eighty (80) percent of Basic Annual Salary.

(b) If the ASM does not take a sabbatical leave until after the date on which he or she becomes eligible under Clause 22.15, the ASM shall carry forward as eligible service for the next sabbatical leave an amount of eligible service equal to the delay, up to a maximum of two (2) years.

(c) Fractions of a year left over after the application of Option B shall also be carried forward as eligible service for a future sabbatical leave.

Option B

(a) The ASM shall be remunerated in accordance with the following table where "Duration" is the duration of the sabbatical leave in months, "Years" are number of years since the last sabbatical leave and "Remuneration" is a percentage of Basic Annual Salary.

Duration	Years	Remuneration
4 months	3	80%
4 months	4	85%
4 months	5	90%
12 months	6	80%
12 months	7	85%
12 months	8	90%

(b) If the ASM does not take a sabbatical leave until after the date on which he or she becomes eligible under Clause 22.15, the ASM shall not carry forward any eligible service for the next sabbatical leave except as specified in Clause 22.22.

22.17 Regardless of which option is chosen in Clause 22.16, an ASM shall be eligible to apply for a research grant of up to five (5) percent of the Basic Annual Salary prorated for the length of the leave.

22.18 Separately and in addition to Clause 22.17, an ASM on sabbatical leave may apply to take a portion of his or her remuneration as a research grant in accordance with Clause 26.29.

22.19 For calculation of years of eligible service:

(a) service need not be continuous;

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

(c) prior service in full-time term appointments at this University shall be included;

(d) periods of unpaid leave in excess of three (3) months shall not be considered

(e) prior service at another university shall be evaluated at the time of initial tenure-track or tenured appointment and the number of years of agreed eligible service shall be stated in the letter of appointment.

22.20 An application for a sabbatical leave shall be submitted in writing to the Administrative Head ten (10) months in advance of the date the leave is to commence, or within a shorter period with the written agreement of the Administrative Head. An application for sabbatical leave shall be supported by adequate documentation which outlines the scope and aims of the proposed sabbatical activity and shall include a copy of the report of the last sabbatical referenced in Clause 22.30.

22.21 In making a recommendation to the Vice-President (Academic), the Administrative Head, and the Dean,

when applicable, shall take into account the academic performance of the applicant since the last sabbatical, if one were taken. The University shall notify the ASM of its decision no later than three (3) months after receipt of the application by the Administrative Head. If the sabbatical leave is not approved the ASM shall be provided with the reason(s) by the Vice-President (Academic) or his or her delegate. Sabbatical leave shall not be unreasonably denied.

22.22 When an ASM applies for sabbatical leave but the University delays the sabbatical leave because of operational requirements, the time by which the current leave is delayed shall be counted as eligible service for the next sabbatical leave. Such delays shall not exceed one (1) year. If a sabbatical leave is delayed for operational reasons, the ASM shall be notified by the University of this decision no later than three (3) months after the application is submitted.

22.23 If a sabbatical leave has been granted, it is expected that the ASM will take the leave unless unforeseen personal hardship will ensue or unless the proposed activity must be cancelled or delayed due to circumstances beyond the control of the ASM. Requests for cancellation or delay must be submitted in writing to the Administrative Head and shall not be unreasonably denied. If a sabbatical is cancelled, or delayed beyond one (1) year, a new application must be filed.

22.24 When a sabbatical leave has been approved for a Faculty Member, leave shall commence September 1 or January 1 or May 1 or on an alternative date mutually agreed by the Faculty Member and the Administrative Head, following the year of service in which application was made.

22.25 Notwithstanding Clause 22.24, if a Faculty Member applies for a 12-month sabbatical leave to be taken in an Academic Year, and, at the request of the Administrative Head, the application is amended to be taken in a single calendar year, the remuneration during the sabbatical leave shall be ninety-five (95) percent of salary. Such arrangements are subject to the approval of the Vice-President (Academic).

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

22.27 ASMs on sabbatical leave shall have the right to continue to participate in all employee pension and insurance plans in accordance with the terms of those plans as if they were not on leave. ASMs, upon application, may receive travel assistance from the University while on sabbatical leave on the same terms as if they were not on leave. When the plan for the sabbatical leave requires significant use of his or her office and research space, the ASM shall continue to be provided with his or her existing office and research space. Access to secretarial service and all other University facilities normally provided to support the academic work of the ASM shall continue while on sabbatical leave.

22.28 An ASM who becomes ill or injured while on sabbatical leave may suspend the sabbatical leave under the following circumstances:

(a) the illness or injury is serious enough to substantially interfere with the work being conducted during the sabbatical;

(b) there is a medical certificate attesting to the illness or injury;

(c) the sabbatical is for a period of four (4) months and less than two (2) months of the sabbatical has been used or the sabbatical is for a period of twelve (12) months and more than two (2) months remain.

In such an event, the time remaining in the sabbatical, rounded to the nearest semester may be taken at any time by mutual agreement of the ASM and the Vice-President (Academic). Alternatively, the suspended portion of the leave shall be added to the term of the next sabbatical leave.

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

22.30 Within forty (40) days of returning from sabbatical leave, an ASM shall submit to his or her

Administrative Head a report outlining the research, scholarship, creative or professional activity undertaken, and the outcomes of this activity.

ASSISTED EDUCATIONAL LEAVE

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

22.32 Application by an ASM for assisted educational leave shall be made in writing to the Administrative Head not less than seven (7) months before the intended commencement of the leave. The application shall include a justification of the nature and duration of the leave. The Dean, or equivalent administrative officer, shall respond not less than five (5) months before the intended commencement of the leave. The application shall not be unreasonably denied.

22.33 If the leave is granted, the ASM shall be paid an educational assistance grant equivalent to forty (40) percent of his or her salary.

22.34 In addition to the foregoing, Special Assisted Educational Leave at eighty (80) percent of salary shall be available for tenured Faculty Members who do not currently hold a doctoral degree to pursue full-time study for a doctoral degree in their discipline. Application and processing of applications shall be as for assisted educational leave above. However, approval of applications may be limited such that there shall be a maximum of ten (10) Faculty Members on such leave at any one time. A maximum of two (2) years of such leave may be granted.

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

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

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

22.38 An ASM on Assisted Educational Leave shall not accrue vacation leave or credit toward a sabbatical leave.

22.39 The Association shall be informed of the names of all persons for whom Assisted Educational Leave has been approved and the terms of the leave.

OTHER LEAVE WITH PAY

22.40 An ASM may receive leave for appropriate purposes with full or partial salary and employee benefits on terms negotiated between the ASM and the University. The Association shall be notified of the names of all persons for whom such leave has been approved and the terms of the leave.

LEAVE IN SPECIAL CIRCUMSTANCES

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

SICK LEAVE

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

22.43 Benefits for prolonged periods of disability are provided under the Long Term Disability Plan, and membership in this Plan is compulsory for eligible ASMs. An ASM shall be entitled to sick leave from the University during the sixty (60) calendar day waiting period under this Plan. In order to facilitate

transition to Long Term Disability insurance coverage, should it be needed, ASMs shall notify the Administrative Head of all periods of sick leave that are likely to result in sick leave of ten (10) or more days. This information shall be provided within fifteen (15) days of the commencement of the sick leave.

22.44 If the application of an ASM for Long Term Disability benefits is refused by the insurance carrier, or if the insurance carrier discontinues the benefits, the ASM may apply for a reduction of duties and responsibilities as specified in Article 5. In such cases, the University reserves the right to require that the ASM provide a letter from a physician attesting to the fact that the ASM is well enough to resume the reduced duties and responsibilities contemplated in the application. If the University is not satisfied with the physician's letter, a second opinion from a physician of the University's choice may be sought. If these two physicians disagree, a third physician acceptable to the Association and the University shall be consulted and his or her opinion shall stand. The ASM shall not unreasonably refuse to be examined by a physician.

22.45 While an ASM is receiving Long Term Disability benefits, the University shall continue employer contributions to all employee benefit plans, in accordance with the terms of those plans at the same levels as those in effect at the time the ASM was transferred to the Long Term Disability Plan.

22.46 An ASM on Long Term Disability shall not accrue vacation leave.

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

MATERNITY, ADOPTION, SPOUSAL AND PARENTAL LEAVE

22.48 An ASM who intends to take Maternity, Adoption, Spousal or Parental Leave shall apply to her or his Administrative Head. Copies of documentation required by Employment Insurance regulations shall accompany the application. Applications for such leaves shall be approved providing the applicant meets the eligibility requirements.

22.49 To be eligible for Maternity, Adoption or Spousal Leave With Supplemental Payment, an ASM must hold a tenure-track or tenured appointment or, be in the second or subsequent year of a term appointment, or in the second or subsequent year of consecutive term appointments. An ASM who is not eligible should consult Clause 22.64.

22.50 Eligible ASMs shall receive salary and benefits where noted in subsequent clauses on the understanding that the ASM is expected to work for the University for at least six (6) months following the date of his or her return from any of these leaves unless the conclusion of a term appointment prevents it.

22.51 The start date for any of the four types of leave, or combinations of leave, shall be in accordance with the preferences of the ASM, within the framework set out in the Employment Insurance regulations.

22.52 Leave taken according to the provisions of Clauses 22.48 - 22.65 shall not lead to any adjustment of the normal duties following the leave, nor shall it alter, except in accordance with Clause 22.84, an ASM's eligibility for consideration for tenure, promotion, sabbatical, salary progression or, in the case of Librarians and Coordinators, support for professional development.

22.53 The University shall submit all documents required to implement the Supplemental Employment Benefits plan to Human Resources and Development Canada within ten (10) days of the signing of this Collective Agreement.

MATERNITY LEAVE WITH SUPPLEMENTAL PAYMENT

22.54 Supplemented Maternity Leave is a leave from work of up to seventeen (17) weeks with pay and benefits as specified in Clause 22.56.

22.55 In order to qualify for Supplemented Maternity Leave an ASM shall apply to her Administrative Head as early as practicable indicating her intention to take leave under this provision, the date on which the

leave is to commence and the duration.

22.56 The University shall pay one hundred (100) percent of the ASM's weekly salary from the University for the first two (2) weeks of Supplemented Maternity Leave. During the following fifteen (15) weeks of the Supplemented Maternity Leave the ASM shall receive from the University a payment equal to the difference between one hundred (100) percent of the ASM's weekly salary and the amount of Employment Insurance Maternity Benefit the ASM is expected to receive if she qualifies for Employment Insurance Benefits. A further period of leave under the provisions of this Collective Agreement is possible.

22.57 During the period of the Supplemented Maternity Leave both the ASM and the University shall continue to pay their respective shares of the costs of the benefit plans in which the ASM is enrolled. Vacation entitlement shall continue to accrue while the ASM is on Supplemented Maternity Leave.

ADOPTION LEAVE WITH SUPPLEMENTAL PAYMENT

22.58 Supplemented Adoption Leave is a leave from work of up to fifteen (15) weeks with pay and benefits as specified in Clause 22.59.

22.59 An ASM who adopts a child is entitled to the same rights as those granted for Supplemented Maternity Leave with the following amendments:

(a) The leave shall commence when the child comes into the custody or care of the ASM.

(b) The duration of this leave shall be no longer than fifteen (15) weeks.

(c) The University shall pay one hundred (100) percent of the ASM's weekly salary from the University for the first two (2) weeks of the Supplemented Adoption Leave.

(d) During the following thirteen (13) weeks of the Supplemented Adoption Leave the ASM shall receive from the University a payment equal to the difference between one hundred (100) percent of the ASM's weekly salary and the amount of Employment Insurance benefit the ASM is expected to receive if she or he qualifies for Employment Insurance benefits. A further period of leave under the provisions of this Collective Agreement is possible.

(e) In the case of an adoption where both adoptive parents are ASMs, a maximum of fifteen (15) weeks Supplemented Adoption Leave will be granted. The parents may choose which one will apply for the Supplemented Adoption Leave, and may request that the leave time be divided between them.

22.60 An ASM who intends to take Supplemented Adoption Leave shall apply to her or his Administrative Head at least one (1) month in advance of undertaking the care or custody of a child. The application shall include:

(a) the expected date the leave is to commence; and,

(b) the expected duration of the leave.

22.61 During the period of the Supplemented Adoption Leave both the ASM and the University shall continue to pay their respective shares of the costs of the benefit plans in which the ASM is enrolled. Vacation entitlement shall continue to accrue while the ASM is on Supplemented Adoption Leave.

SPOUSAL LEAVE WITH SUPPLEMENTAL PAYMENT

22.62 Supplemented Spousal Leave shall be granted to any ASM who is the partner of the birth mother and who provides a signed declaration that he or she will be the primary caregiver for the child commencing no later than thirty-five weeks following the birth or following the date the child came into the care and custody.The provisions of Supplemented Adoption Leave as specified in Clauses 22.58 - 22.61 shall apply *mutatis mutandis*.

PARENTAL LEAVE WITHOUT PAY FOLLOWING A SUPPLEMENTED MATERNITY, ADOPTION, OR SPOUSAL LEAVE

22.63 An ASM who is eligible for Supplemented Maternity, Adoption, or Spousal Leave is entitled to Parental Leave Without Pay such that the total duration of leave does not exceed one (1) year. Such leave shall begin immediately following the end of the Supplemented Maternity, Adoption, or Spousal Leave. The University shall continue to pay its portion of the group benefits premiums and pension plan contributions where the ASM continues to pay her or his share. Vacation leave continues to accrue while an ASM is on Parental Leave Without Pay.

MATERNITY, ADOPTION, OR SPOUSAL LEAVE FOR ASMs INELIGIBLE FOR SUPPLEMENTED MATERNITY, ADOPTION, OR SPOUSAL LEAVE

22.64 An ASM who has been employed with the University for at least thirteen (13) weeks before the birth of a child, or before the child came into an ASM's care and custody for the first time, is entitled to a leave of up to fifty-two (52) weeks or until the end of the appointment, whichever comes first. Application for such leave shall be made to the Administrative Head and shall follow the procedures for Supplemented Maternity, Adoption, or Spousal Leave.

22.65 The University shall pay one hundred (100) percent of the ASM's weekly salary for the first two weeks of the leave. The University shall continue to pay its portion of the group benefits premiums and pension plan contributions if the ASM continues to pay her or his share, until the end of the appointment.

COMPASSIONATE LEAVE

22.66 An ASM shall be entitled to leave without loss of pay not exceeding a total of ten (10) days in the case of death or serious illness of a near relative, common-law spouse, or other live-in partner. A request for a period in excess of this total shall not be unreasonably denied.

22.67 An ASM shall give reasonable notice of the need for compassionate leave to the Administrative Head. Notification may be made by any reasonable means available to the ASM.

LEAVE FOR COURT APPEARANCE

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

POLITICAL LEAVE

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

(a) An ASM planning to stand for nomination for an election to a federal, provincial or municipal office, shall make his or her best efforts to give at least ten (10) days notice to the Administrative Head to permit arrangements to be .made to insure that the absent ASM's duties and obligations are met during the election campaign.

(b) An ASM who has become a candidate shall receive leave without pay during the campaign as follows:

(i) up to six (6) weeks for a federal election;
(ii) up to four (4) weeks for a provincial election;
(iii) up to four (4) weeks for a municipal election.

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

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

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

22.72 An ASM on political leave shall continue to be eligible to participate in employee benefit plans in accordance with the terms of those plans.

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

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

22.75 An ASM on political leave under Clause 22.70 shall not accrue vacation leave.

SPECIAL LEAVE WITHOUT PAY

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

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

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

22.79 An ASM on special leave without pay shall continue to be eligible to participate in employee benefit plans in accordance with the terms of those plans.

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

22.81 Upon application for Special Leave Without Pay by the ASM, the Administrative Head shall recommend whether or not the nature of activities to be undertaken during the leave warrant career advancement and the extent of such advancement during the period of the leave. When the leave is not of an academic, research or professional nature, the ASM shall re-enter the salary plan established by this or subsequent Collective Agreements at the point at which he or she was placed when he or she began the leave. When the leave is of an academic, research or professional nature the ASM shall re-enter the salary plan established by this or subsequent Collective Agreements at the point where he or she would have been had the leave not been taken.

22.82 An ASM on Special Leave Without Pay shall not accrue vacation leave or credit toward a sabbatical leave.

GENERAL BENEFITS WHILE ON LEAVE

22.83 ASMs granted leave under any of the provisions of this Article shall remain members of the bargaining unit covered by this Collective Agreement while they are on leave.

22.84 In the event that an ASM is absent on sick leave, Long Term Disability, Supplemented or Non-Supplemented Maternity, Adoption, Spousal and Parental or other leaves for a continuous period exceeding three (3) months, the ASM may elect to defer non-decision year reviews and consideration for extension of the tenure track appointment or tenure in accordance with the following:

(a) where the total period of leave is between three (3) months and fifteen (15) months the deferral shall be for one (1) year beyond the time leave ends and the interval to September 1 (or the anniversary date for a Librarian);

(b) where the total period of the leave exceeds fifteen (15) months the deferral shall be for either one (1) or two (2) years beyond the time the leave ends and the interval to September 1 (or the anniversary date for a Librarian).

Article 23
TERM, SUBSIDIZED, ADJUNCT, JOINT AND CROSS, SPECIAL VISITING AND SPOUSAL APPOINTMENTS

TERM APPOINTMENTS

23.01 A term appointment is an appointment of an ASM to a position with a defined term of no more than three (3) years which does not lead to a consideration for promotion or tenure, except for the conditions described in Clauses 11.04 and 23.04.

23.02 A regular term appointment is a term appointment under which the appointee performs the normal duties and responsibilities of an ASM. All regular term appointments for Faculty Members shall be for a minimum of twelve (12) months.

23.03 A regular term appointee, except a Librarian or a Coordinator, with an earned doctorate or generally accepted terminal professional qualification shall be appointed at the rank of Assistant Professor or higher.

23.04 A regular term appointee hired at the rank of Lecturer shall be promoted to the rank of Assistant Professor, effective the date of notification of completion of an earned doctorate or generally accepted terminal professional qualification from a recognized University in a discipline appropriate to the appointment.

23.05 A teaching term appointment is a term appointment under which the appointee's duties and responsibilities are restricted to teaching as defined in Article 3, and shall not exceed a period of twelve (12) months. Notwithstanding the teaching norms for Academic Units as listed in Appendix E, the maximum teaching assignment shall be three (3) lecture courses, one (1) lecture course plus one (1) laboratory course or the equivalent (in accordance with Article 3), or two (2) laboratory courses or the equivalent (in accordance with Article 3) per semester. At least fifty (50) percent of the teaching term appointments shall be for a minimum period of two (2) consecutive semesters.

23.06 Notwithstanding Clause 23.05, and the teaching norms for Academic Units as listed in Appendix E, a teaching term appointee may, in any semester where two or more sections of the same course have been assigned, be assigned four (4) lecture courses, two (2) lecture courses plus one (1) laboratory course or the equivalent (in accordance with Article 3), or two (2) laboratory courses or the equivalent (in accordance with Article 3).

23.07 A teaching term appointee assigned teaching as defined in Clause 23.06, is entitled to receive pay in lieu of vacation as follows. When there are insufficient days between the last day prescribed by the Registrar's Office to submit marks for the final exams (for which the appointee has responsibility) and the end of the semester for the appointee to exhaust his or her remaining vacation leave entitlement, the appointee shall, upon written request, receive pay in lieu of vacation for the difference calculated on a pro rata basis as per Clause 22.02.

23.08 A teaching term appointee shall be a member of the bargaining unit when he or she is required to teach a minimum of three (3) lecture courses, one (1) lecture plus one (1) Laboratory Course, or two (2) Laboratory Courses per semester.

23.09 Notwithstanding the provisions of Article 31, teaching term appointees, including retired ASMs, shall hold the rank of Visiting Professor, Visiting Associate Professor, Visiting Assistant Professor or Lecturer, depending upon their qualifications. Teaching term appointees, regardless of the rank held, shall be paid as per Clause 23.17.

23.10 The combined duties and responsibilities of a term appointee holding appointments in one (1) or more Academic Units shall be deemed equivalent to those of a single unit for the purpose of Clauses 23.02 to 23.08.

23.11 The letter of appointment shall specify whether the term appointment is a teaching term appointment or a regular term appointment. If the letter of appointment states that a term appointment is for twelve (12)

months or longer and that it is subject to renewal, the ASM shall be informed whether or not the appointment is to be renewed at least three (3) months prior to the expiry of the term. Failure to provide such notice shall result in an extension of the appointment for a period equal to the length of the expiring appointment.

23.12 In any one semester, the total number of ASMs with term appointments shall not exceed twenty-five (25) percent of the total number of ASMs.

23.13 In making term appointments, the University shall follow the procedures set out in Articles 6, 7, 13 or 24 except that when appointments or extensions of term appointments need to be made urgently, such appointments need not be advertised. A term appointment may be extended without advertising providing that the reappointment is recommended by the Search Committee as specified in Clause 7.16 or Clause 13.19.

23.14 For a regular or teaching term position, the Search Committee shall consider for rehiring any applicant who has previously taught credit courses at the University. This applicant(s) shall be considered before all other applicants. Consideration shall be on the basis of qualifications for the required position and seniority amongst the applicants. For the purposes of this clause, the Search Committee shall determine seniority based on an examination of the number, duration and type of non-tenure track contracts (teaching or regular term appointments), held at the University, and/or the number of per course credit courses taught at the University over the past six (6) years.

23.15 No ASM on term appointment shall be excluded from consideration for any tenure-track or permanent appointment that may be made in accordance with Articles 6, 7, 13, Article 24 and Article 30.

23.16 The duties and responsibilities of ASMs on regular term appointments shall be those specified in Articles 3, 4, 6 and 24 of this Collective Agreement.

23.17 ASMs with teaching term appointments shall be paid the greater of either:

(a) the salary corresponding to the appropriate step on the Lecturer salary scale in Appendix D.1, for the period of their contract;

or

(b) the rate used for extra teaching payment as specified in Clause 31.47, for each course taught plus an extra $1,000 for each laboratory section in the case of Laboratory Courses, or their equivalents (in accordance with Article 3).

23.18 Each term appointee shall be assigned an office by the beginning of the semester, and shall have in that office a telephone and a computer with word processing and Internet capabilities comparable to those available to tenure-track and tenured ASMs in his or her Academic Unit. By the end of the third (3rd) week of a teaching semester, the University shall use its best efforts to include information for all term appointees in its website listing of Faculty Members' office locations, email addresses and telephone numbers.

23.19 A regular term appointment may be converted to a tenure-track appointment without advertising subject to the following conditions:

(a) the Vice-President (Academic) has assigned a tenure-track position, approved for the purpose, to the Academic Unit;

(b) the process of conversion shall not begin until the regular term appointee has commenced at least his or her third (3rd) year of holding a regular term appointment;

(c) the Search Committee of the Academic Unit has recommended the conversion.

23.20 Any position outlined in Clause 23.19, shall not replace positions already approved by the Vice-President

(Academic) in that Academic Unit.

23.21 A term appointee on a contract of less than six (6) months and who is not already in receipt of a pension may, upon written request, have an amount equivalent to five percent (5%) of his or her bi-weekly salary added to each bi-weekly salary payment.

SUBSIDIZED APPOINTMENTS

23.22 When a term appointment is supported by a financial contribution linked to that appointment from an entity external to Memorial University, the ASM holding that appointment shall, except under the layoff and dismissal provisions of this Collective Agreement, continue to receive his or her full salary from the University to the end of the term specified in the letter of appointment regardless of any change in the support level from the external entity.

ADJUNCT APPOINTMENTS

23.23 When it is appropriate for academic or professional reasons, a person may be appointed to a non-ASM position as Adjunct Professor. An Adjunct Appointment shall be made on the recommendation of the Administrative Head of the Academic Unit, following Collegial Consultation with the ASMs in the Unit.

APPOINTMENTS WHERE THE ACADEMIC UNIT IS NOT KNOWN AT THE OUTSET OF THE SEARCH

23.24 A special Search Committee shall be established to identify candidates to fill a position for which the Academic Unit in which the appointment is to be made is not known at the time the position is created or applied for. The appointment shall be made in accordance with Article 7 or 13 of the Collective Agreement, except that the special Search Committee shall be formed from the Academic Units in which the successful candidate is likely to take up his or her appointment. Insofar as is practical, each of the Academic Units in which the successful candidate is likely to take up his or her appointment should be represented on the special Search Committee.

23.25 The recommendation of the special Search Committee shall be subject to Collegial Consultation in the Academic Unit appropriate to the candidate's qualifications and expertise in order for him or her to secure an appointment with the Academic Unit. The appointment shall be tenure-track, tenured or regular term.

23.26 The Vice-President (Academic) or his or her delegate shall perform the duties of the Administrative Head that are specified in Article 7 or 13 with respect to the appointment.

JOINT APPOINTMENTS AND CROSS APPOINTMENTS

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

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

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

23.28 A joint appointment or cross appointment made consequent to an initial appointment to the University shall only be made with the consent of the ASM and on the recommendation of the Administrative Heads in consultation with the appropriate ASMs in the units concerned.

23.29 A joint appointment or cross appointment shall be made by the Board for a fixed period, and may be renewed or altered with the consent of the ASM and on the recommendations of the Administrative Heads in consultation with the appropriate ASMs in the units concerned. The termination or alteration of a joint or cross appointment, except for cause, shall not in itself jeopardize the ASM's appointment with the University in the unit of primary responsibility, as specified in Clause 23.32. Notwithstanding any of the foregoing, a joint or cross appointment will terminate upon the termination of the appointment

in the unit of primary responsibility as specified in Clause 23.32.

23.30 The sources and level of administrative and academic support available to the ASM with a joint or cross appointment shall be mutually agreed by the ASM and the Administrative Head and shall be confirmed in writing by the Administrative Head.

23.31 In the case of a joint or cross appointment, the procedures and criteria to be used in assessing the ASM for renewal of tenure-track appointment, tenure and promotion shall be those of the unit of primary responsibility as specified in Clause 23.32.

(i) In the case of a joint appointment the Administrative Head and the P & T Committee of the other unit shall be consulted and the full assessment file shall be made available to those consulted.

(ii) In the case of a cross-appointment, the Administrative Head and the appropriate Faculty Members of the other unit shall be consulted. The consultation shall not involve examination of the assessment file but shall be limited to written comments concerning the contribution the individual has made to the cross-appointed unit.

23.32 The letter of appointment shall be generally in the form set out in Clause 7.26 and shall state the privileges and sharing, if any, of duties and responsibilities between the units. The letter shall identify the unit with primary responsibility for administrative and academic support, and for assessing the ASM for renewal of tenure-track appointment, tenure and promotion.

23.33 ASMs holding a joint appointment shall be eligible to attend department meetings, vote, be elected to or appointed to committees in all Academic Units to which the joint appointment applies. ASMs holding a cross appointment shall be eligible to attend department meetings, vote, be elected to or appointed to committees in the Academic Unit with primary responsibility and shall be eligible to attend department meetings in the other Academic Unit. The eligibility of ASMs to vote, be elected to, or appointed to committees in the other Academic Unit shall be stipulated in the letter of cross appointment. Such letters of cross appointments shall be copied to MUNFA.

SPECIAL VISITING APPOINTMENTS

23.34 Following Collegial Consultation with the ASMs in an Academic Unit, a Special Visiting Appointment, which shall be either a teaching term appointment or a regular term appointment, may be made without advertising. Special Visiting Appointments shall be for a period not to exceed one (1) year and are not renewable. There shall be no more than five (5) Special Visiting Appointments in an Academic Year. No Academic Unit shall have a Special Visiting Appointment more than once in any three (3) year period.

SPOUSAL APPOINTMENTS

23.35 When a candidate has been recommended for a tenure-track or tenured position or a term appointment under Clause 11.04, and has a spouse or partner who may be qualified for an ASM position, an Academic Unit or College Program Unit appropriate to the discipline of the spouse or partner may recommend a term appointment or a tenure-track appointment without advertising under the following conditions:

(a) (i) The Vice-President (Academic) has authorized a new position specifically for the purposes of this clause, for the relevant Academic Unit, and that this appointment shall not normally replace positions that have been previously approved for the Academic Unit.

(ii) Before the vote outlined in (c) below, the Vice-President (Academic) shall clearly indicate in writing to the members of the Academic Unit, how recommending this appointment would affect positions previously approved for that Academic Unit.

(b) the Administrative Head has made available an application file for viewing by all members of the Academic Unit or College Program Unit and has arranged interviews and open meetings with the candidate and the ASMs in the Unit, on campus or through Telecommunications Technology;

(c) a two thirds (⅔) majority of the members of the Academic Unit who vote on the matter have

approved of the recommendation, including the term of the appointment when applicable, in a vote taken in accordance with procedures described in Clause 1.03(j);

(d) Upon request, the University shall advise MUNFA of any Departments, Faculties or Schools that hire under Clause 23.35.

An ASM hired under Clause 11.04 may avail of these provisions either at the date of initial appointment or at the date that her or his position is converted to a tenure track position.

23.36 Notwithstanding the provisions of Clause 23.01, the recommendation for appointment made in Clause 23.35 may, in the case of a regular term appointment, be for a period of up to five (5) years.

Article 24
COUNSELLING FACULTY MEMBERS

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

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

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

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

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

(a) counselling for career, study effectiveness and personal concerns, individually or in groups;

(b) research and scholarly activities;

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

(d) supervision and training of students;

(e) professional and scholarly responsibilities;

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

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

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

Article 25
RESIGNATION, RETIREMENT, TRANSFER AND LAYOFF

RESIGNATION

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

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

25.03 Normally, resignation will occur at the end of a semester (December 31, April 30 or August 31). Resignation on a date other than the end of a semester shall require the written agreement of the President.

RETIREMENT

25.04 ASMs who are members of the Memorial University Pension Plan shall retire with pension and other benefits as provided in the Memorial University Pension Plan. ASMs who are retiring shall give notice of their intention to retire subject to the provisions of Clauses 25.06, and 25.07.

25.05 Retirement shall take effect on a date agreed to in writing by the ASM and the President. Normally, retirement will occur at the end of a semester (December 31, April 30 or August 31). Retirement on a date other than the end of a semester shall require the written agreement of the President.

25.06 ASMs shall give notice as early as possible of their intention to retire. In order to facilitate adequate planning, ASMs shall use their best efforts to provide at least six (6) months' notice.

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

25.08 An ASM who has retired from the University may apply to the appropriate officer(s) of the University for continued access to secretarial and technical services, and office or laboratory space for a specified period. University services and space shall be used only for academic purposes. Considering the needs of the University from time to time, the University shall not unreasonably withhold such access.

25.09 An ASM who has retired shall retain the following privileges:

(a) full library privileges including short courses on electronic access;

(b) computing accounts and related services subject to the same costs as those applying for ASMs who have not retired, and subject to restrictions that the Director of Computing and Communications may, in the future, place on off-campus access;

(c) access to credit courses on the same basis as ASMs who have not retired;

(d) free non-credit courses to a limit of one (1) per semester with additional courses subject to space availability;

(e) access to Physical Education facilities at one-half the rate charged to ASMs who have not retired.

25.10 An ASM who has retired may elect to continue to participate in University employee benefit plans under the terms of those plans.

25.11 When an ASM continues to be employed by the University after normal retirement age, both the ASM and the University shall contribute to the Pension Plan according to the provisions of the Plan. The ASM may elect to continue to participate in University employee benefit plans under the terms of those plans.

25.12 The University and individual ASMs may negotiate early retirement severance pay or early retirement agreements. In all such cases, the University shall inform the Association of the name of the ASM and the provisions of the early retirement agreement. The agreement shall not become final for ten (10) days

after the Association has been informed during which time the ASM may consult with the Association and, at the option of the ASM, revoke or seek to re-negotiate the agreement with the University.

TRANSFER

25.13 An ASM may be transferred to an Academic Unit of the University other than the one to which he or she was originally appointed, subject to the consent of the ASM and on the recommendation of the Administrative Head of the Academic Unit from which the ASM is transferring and the recommendation of the Administrative Head of the Academic Unit to which the ASM is transferring, in consultation with the ASMs in the Academic Unit to which the ASM is transferring. An ASM shall not unreasonably withhold his or her consent to be transferred.

25.14 Transfers may be either temporary or permanent. An ASM shall be informed in writing whether a transfer is temporary or permanent. A temporary transfer may be converted into a permanent transfer with the consent of the ASM, the Administrative Head of the Academic Unit from which the ASM is transferring and the Administrative Head of the Academic Unit to which the ASM is transferring, in consultation with the ASMs in the Academic Unit to which the ASM is transferring.

25.15 ASMs who are transferred shall suffer no loss in rank, salary, benefits or seniority.

25.16 In the event that a transfer requires household relocation, the University shall be responsible for the associated travel and moving expenses of the ASM and his or her family, as specified in Clauses 31.68 - 31.71. If the transfer is initiated by the University, the University shall pay one hundred (100) percent of costs of moving his or her household and professional goods by surface freight. All movement of households shall be in accordance with the University's practices on household removal as set out in the University's Travel-Relocation and Removal Policy in effect 11 December 2008, except that if the transfer is initiated by the University, the cost of moving all scholarly and technical books, and technical equipment relevant to the ASM's scholarly activity, shall be reimbursed. Signed authorization from the Vice-President (Academic) for the moving of any technical equipment shall be secured before the move is authorized. Should the University adopt practices on household removal more advantageous to the ASM than those in effect on11 December 2008, the more favourable practices shall apply.

LAYOFF OF ASMS FOR REASONS OF FINANCIAL EXIGENCY

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

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

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

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

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

(i) Positions funded entirely from external sources;

(ii) No more than five (5) tenure-track or tenured positions provided they are not replacing positions lost through layoffs;

(iii) The number of courses taught in any Academic Unit by per-course appointees shall not exceed the number of courses taught by per-course appointees during the 1995-96 Academic Year, but in Academic Units where there is a reduction in the number of ASMs, the 1995-96 number of courses taught by per-course appointees for that Academic Unit shall be reduced by the same proportion as is required by Clause 25.32.

(iv) If the financial exigency is not declared by the Board, the moratorium on new appointments both within and outside the bargaining unit will expire.

(b) adjustments to the University budget;

(c) initiating, through the Senate and its committees, adjustments to academic programmes and course offerings, provided such shall not have a major adverse effect on students;

(d) with the consent of the ASMs concerned, use of sabbatical or other leaves, and normal or early retirements;

(e) consideration for re-training at the option of the University. All such re-training shall be undertaken with the ASM's consent. An ASM selected for re-training shall be allowed leave for up to two (2) years and shall receive a salary and/or research grants, stipends, fellowships, et cetera, equivalent to one-hundred (100) percent of the ASM's Basic Annual Salary for such year(s) of leave. An ASM selected for re-training must undertake to return to employment at the University for a period equivalent to the period of re-training leave.

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

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

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

(a) the Chair, who shall be an employee of Memorial University nominated and elected by ASMs. Nominations shall be solicited by the Secretary of the University Senate and the Senate Committee on Elections both of whom shall also oversee the election process;

(b) two (2) ASMs appointed by the Association;

(c) two (2) persons appointed by the University who shall be employees of the University;

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

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

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

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

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

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

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

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

(a) those on term appointments who have twelve (12) months or less remaining in the term shall have their contracts continued to the termination date;

(b) those on term appointments who have more than twelve (12) months remaining in the term, shall receive six (6) months' notice of termination, or six (6) months' salary in lieu of notice.

(c) layoff of those on tenure-track appointments, with notice of layoff or salary in lieu of notice given to the ASM not less than nine (9) months prior to the layoff date;

(d) layoff of those on tenured appointments, with notice of layoff or salary in lieu of notice given to the ASM not less than nine (9) months prior to the layoff date.

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

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

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

25.32 Notwithstanding anything in this Article, the reduction to an Academic Unit through all losses at times of financial exigency shall not exceed one hundred fifty percent (150) of the proportional reduction to the bargaining unit itself through all losses. The number of ASMs in the bargaining unit and the initial Academic Unit size shall be those in effect on December 1, 1995. A Protocol for determining the maximum number of layoffs for an Academic Unit, including a definition of “losses”, is contained in Appendix F.

25.33 For purposes of this Article, seniority shall be established by the date upon which employment commenced at the rank of Lecturer or above, or Librarian I or above, minus any period of time between a resignation and a re-hiring and minus any period of leave for which pension contributions were not allowed. Seniority shall not be affected by leave taken in accordance with this Collective Agreement or any previous Terms and Conditions of Employment under which an ASM was engaged. If two (2)

or more ASMs have equal seniority, the order of seniority will be decided by lot, except if one (1) ASM has discontinuous service interrupted by the period of time between a resignation and a re-hiring. In such a case the ASM with continuous service shall be deemed to have the greater seniority.

25.34 An ASM who has been laid off as a consequence of financial exigency shall be entitled to retain the following privileges for up to three (3) years following the date of layoff:

(a) full library privileges including short courses on electronic access;

(b) computing accounts and related services subject to the same costs as those applying for ASMs, and subject to restrictions that the Director of Computing and Communications may, in the future, place on off-campus access;

(c) access to credit courses on the same basis as ASMs;

(d) free non-credit courses to a limit of one (1) per semester with additional courses subject to space availability;

(e) access to Physical Education facilities at one-half the rate charged to ASMs.

RECALL

25.35 An ASM laid off as a consequence of financial exigency shall have the right to be recalled within three (3) years of the end of the Academic Year in which the exigency is declared. Recall of ASMs shall be in order of seniority of those who have been laid off within the Academic Unit to which the ASM is recalled. It shall be the responsibility of the laid-off ASM to keep the University informed of his or her current address and telephone number.

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

25.37 No tenured or tenure-track position from which an ASM has been laid off shall be replaced by a term appointment for at least three (3) years from the end of the Academic Year in which the exigency is declared.

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

LAYOFF OF ASMS FOR REASONS OF ACADEMIC PROGRAMME REDUNDANCY

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

25.40 An academic programme is defined as a set of courses leading to a degree, certificate, or diploma approved by the Senate of Memorial University.

25.41 An academic programme redundancy is defined as a major change in academic programmes which can be expected to result in layoffs of ASMs. Such redundancy may result from significant changes in student enrolment or the merger, amalgamation or closure of Departments, Faculties, Schools or Libraries.

25.42 Layoffs of ASMs owing to an academic programme redundancy shall not be treated as, or substituted for a suspension, dismissal for cause, or other disciplinary measure.

25.43 The following measures shall be undertaken by the University before a decision is made to declare an

academic programme redundancy:

(a) moratorium on new appointments both within and outside the bargaining unit in the Academic Unit affected, and in cognate areas;

(b) transfer to other Academic Units in accordance with Clauses 25.13 - 25.16.

(c) consideration for retraining at the option of the University. All such re-training shall be undertaken with the ASM's consent. An ASM selected for retraining shall be allowed leave for up to two (2) years and shall receive a salary and/or research grants, stipends, fellowships, et cetera, equivalent to one-hundred (100) percent of the ASM's Basic Annual Salary for such year(s) of leave. An ASM selected for retraining must undertake to return to employment at the University for a period equivalent to the period of retraining leave.

25.44 Where declining student enrolment is argued as a bona fide academic reason, the University shall demonstrate that a significant decline in enrolment has occurred which has resulted in low enrolments for at least three (3) consecutive years, and reasonable projections into the future indicate that a low level of enrolment will continue.

25.45 Any declaration of academic programme redundancy shall be initiated by the Vice-President (Academic).

25.46 When the Vice-President (Academic) plans to recommend to Senate that there be a declaration of academic programme redundancy, the Vice-President (Academic) shall inform in writing the appropriate Dean, Director, University Librarian, Principal or Associate Executive Director of the Fisheries and Marine Institute and the Association of his or her plan for redundancy along with the reasons and anticipated consequences.

25.47 The Dean, Director, University Librarian, Principal or Associate Executive Director of the Fisheries and Marine Institute shall notify all ASMs of the affected Academic Unit in writing as well as the Faculty Council (or equivalent governing body) of the Academic Unit.

25.48 The Dean, Director, University Librarian, Principal or Associate Executive Director of the Fisheries and Marine Institute, the Faculty Council (or equivalent governing body), and the affected Academic Unit shall conduct separate reviews of the proposal of the Vice-President (Academic) and shall make recommendations to the Vice President (Academic) within thirty (30) days.

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

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

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

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

25.53 Any layoff resulting from academic programme redundancy shall be effected using the processes of Clauses 25.29 - 25.31, and 25.33 - 25.38.

Article 26
MISCELLANEOUS WORKING CONDITIONS

HEALTH, SAFETY AND SECURITY

26.01 The University shall maintain conditions on all University premises in accordance with an acceptable standard of safety and health in conformity with all pertinent regulations and codes including potable water and ergonomic assessments. The University shall take reasonable measures to maintain the security of the buildings and grounds.

26.02 (a) The University shall provide to MUNFA a list of all buildings that contain asbestos or are known to have contained asbestos.

(b) The University shall perform on an annual basis air quality tests on all buildings known to contain asbestos, or known to have contained asbestos. The resulting reports shall be provided to MUNFA.

(c) Whenever renovations are occurring in buildings known to contain asbestos, or known to have contained asbestos, the University shall conduct a risk assessment to determine if asbestos will be disturbed. In such instances where it is deemed that asbestos might be disturbed, appropriate signage will be placed at the renovation location and at all entrances of the building in question as well as e-mail notification through Newsline.

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

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

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

26.06 The University shall provide the Committee with secretarial support, a quarterly report listing all accidents/incidents about health and safety made by employees and a quarterly report listing all complaints about health and safety made by employees and the resolution of such complaints. The Committee may request from the University any information necessary to carry out its duties and such requests shall not be unreasonably denied. Committee members and representatives are responsible for maintaining rules of confidentiality except where disclosure of information is specifically required by the Act or another law.

26.07 The University shall give advance notice to ASMs whose offices, laboratories, or teaching area(s) are in the vicinity before interior or exterior building renovations or alterations begin, including those that are likely to involve hazardous materials or noxious fumes.

26.08 When air quality and potable water tests have been performed concerning areas where ASMs work, the resulting reports shall be immediately provided to the Association.

26.09 In circumstances where there is evidence that an ASM’s work space or immediate surroundings might reasonably pose a danger to his or her health, the University shall mitigate any danger or provide alternative work space.

26.10 In circumstances where an ASM has a reasonable perception of immediate threat to his or her health and safety by an individual, the ASM shall report the situation to the President. The President shall immediately investigate such threat and where evidence from such an investigation warrants, shall mitigate such threat. The process of such investigation and, if warranted, mitigation shall be fully disclosed to the ASM and the Association.

INSURANCE

26.11 The University agrees to maintain the current level of general liability coverage for ASMs as provided for under its General Liability Policy. The University shall provide the Association with a copy of the General Liability Policy upon request.

OFFICE, TEACHING AND RESEARCH SPACE

26.12 The University shall use its best efforts to provide each ASM with adequate office, research, teaching and studio facilities. In normal circumstances, all such University facilities, existing and new, shall be maintained, cleaned, ventilated, and heated at levels not less than those in effect during the year preceding the date of signing of this Collective Agreement. Normally, Faculty Members and Coordinators shall be provided with fully enclosed, private and individual offices.

26.13 When constructing new office facilities, the University shall construct offices for ASMs consisting of approximately eleven (11) square metres of floor space.

26.14 The number of offices currently provided for Librarians shall not be reduced and the University will use its best efforts to increase the number of fully enclosed private individual offices for Librarians. Partitions may be used to enclose a minimum working space of eleven (11) square metres..

26.15 ASMs shall have access to the offices and research facilities assigned by the University at all times, except:

(a) in emergency situations such as toxic chemical leakage, fire or bomb threats;
(b) a MUNFA strike or lockout of MUNFA, unless explicit permission is given as per the letter from the Director of Faculty Relations dated September 13, 2007;
(c) as a result of disciplinary action or non-disciplinary relief from duties as specified in this Collective Agreement.

26.16 The University shall provide ASMs with facilities and space for the secure storage of research data for at least five (5) years following publication of findings based on the data. ASMs shall have timely access to their data and research materials in storage. Such access shall be restricted to the ASM or his or her authorized delegate.

SUPPORT SERVICES

26.17 The University recognizes the importance of support services to the work of ASMs. Thus, save and except changes brought about by technological change and the introduction of new work methods, the University agrees to use its best efforts to maintain secretarial services, Library services, duplicating services, mail services, secure e-mail services, telephone services, computing and electronic communication facilities and computer software, office material, postage, and supplies for their University work at levels generally consistent with those in existence during the year preceding September 1, 2009.

26.18 ASMs have a right to privacy in their personal and professional communications and files, whether in paper or electronic form including but not limited to e-mail subject to the *Access to Information and Protection of Privacy Act* (ATIPPA) and any other legal requirement. The University shall only have access to ASMs' electronic communications and files to ensure the security of the computer facilities or information stored therein, and to ensure against degradation of computer system performance.

26.19 The University shall use its best efforts to provide ASMs the opportunity to access, through the library and computing facilities, all expressions of knowledge, intellectual activity, information and ideas, subject only to their accessibility/availability, financial constraints and to any restrictions imposed by law or University regulations in effect as of January 1, 2006 or any policies negotiated between the Parties.

PARKING

26.20 Upon application, each ASM shall be provided with one (1) outdoor parking space. Normally, the space shall be within reasonable distance of his or her office. If, because of major construction, the University is unable to meet these requirements, the Parties shall meet to agree upon a fair allocation of parking spaces for ASMs. If agreement on alternate parking spaces is not reached before the construction begins, the University shall provide each ASM who has an acute or chronic mobility problem that requires an

accommodation with a parking space near the entrance to the building where his or her office is located.

26.21 During the life of this Collective Agreement, parking fees shall increase no more than five (5) percent per year from those in place April 1, 2006. Fees for new parking areas shall be equal to those charged in comparable parking lots.

26.22 The University shall provide sufficient racks in convenient locations for the secure on-campus daily storage of bicycles by ASMs.

RECORDING OF LECTURES

26.23 No lectures or classes shall be recorded without the written permission of the ASM in charge of the class.

ACCOMMODATION OF STUDENTS WITH DISABILITIES

26.24 The parties recognize that both the University and the ASMs have a legal obligation to accommodate students with disabilities. Students with disabilities who request accommodation, shall be identified to the ASM in writing by the Dean of Student Affairs and Services, or at the College, the Learning Centre Coordinator, or at the Marine Institute, the Guidance Counsellor/Student Liaison Officer, Student Services Guidance Office. The provision of the necessary accommodation, if such accommodation includes additional personnel or assistive technology, shall be the responsibility of the University through the appropriate campus coordinating centre. ASMs shall allow such accommodation in the classroom.

26.25 Notwithstanding Clause 26.23, a lecture or class may be recorded by a student who has been deemed by the Dean of Student Affairs and Services or at the College, the Learning Centre Coordinator, or at the Marine Institute, the Guidance Counsellor/Student Liaison Officer, Student Services Guidance Office, to require such recording to accommodate a disability. When the accommodation includes recording, the recording shall be subject to Clause 27.15.

26.26 If the accommodation of students with disabilities requires additional effort on the part of the ASM, the ASM shall specify to the Administrative Head in writing what additional tasks have been undertaken. Such tasks shall be considered in determining the ASM's future workload, or compensated by remuneration or course remission, as determined by mutual agreement of the ASM and the Administrative Head.

CHILDCARE

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

26.28 Within two (2) months of the signing of this Collective Agreement, the University shall establish a Joint Child Care Committee at Sir Wilfred Grenfell College. The Committee shall hold its first meeting withing six (6) weeks of its establishment and shall have a minimum of three (3) ASMs. The mandate of this Committee shall include but not be limited to, the research and preparation of recommendations for the provision of childcare services for Sir Wilfred Grenfell College. The Committee shall provide a written report with recommendations and proposed time-lines for implementation to all ASMs at the College, to the University and to MUNFA by May 1st, 2011.

PAYMENT OF PORTION OF SALARY AS RESEARCH GRANT

26.29 Subject to the provisions of the Income Tax Act and rulings of Canada Revenue Agency, the University shall assist ASMs in designating a portion of salary as a research grant whether or not the ASM is on sabbatical leave.

STORMS

26.30 In the event of a serious storm, an ASM and the Administrative Head, in consultation, shall decide whether to cancel classes or laboratories. The ASM and the Administrative Head, in consultation, shall make suitable arrangements for making up class, workshops or laboratory sessions, should such a make-

up be deemed necessary.

26.31 Provided that the provisions of Clause 26.30 are adhered to, an ASM shall not be subject to discipline for failure to perform duties during such a storm.

STRIKES AND LOCKOUTS

26.32 In the event of a strike or lockout of employees not in the MUNFA bargaining unit, ASMs shall not be required to perform the duties of those employees.

Article 27
PATENTS AND COPYRIGHTS

PREAMBLE

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

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

27.03 Upon written request, the University and an ASM shall provide one another with an account of all expenditures referred to in this Article relating to inventions, discoveries or creations conceived or developed by that ASM during the course of employment at the University, prepared in accordance with generally accepted accounting principles.

PATENTS

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

27.05 An ASM shall notify his or her Administrative Head in writing of all potentially patentable inventions, discoveries or creations made by him or her. Within thirty (30) days of the date that the Administrative Head was so notified, the University shall determine whether the invention, discovery or creation arose from activities involving the utilization of University facilities or through the use of grants or contracts managed by the University, and shall notify the ASM in writing of its determination.

(a) If the University determines within this thirty (30) day period that the invention, discovery or creation arose from activities involving the utilization of University facilities or through the use of grants or contracts managed by the University, the ASM shall assign to the University all proprietary rights for patents based on what he or she conceived, developed or embodied.

(b) If the University determines that the invention, discovery or creation did not arise from activities involving the utilization of University facilities or through the use of grants or contracts managed by the University, or if the University makes no determination within thirty (30) days of the date the Administrative Head was notified, the ASM may deal with the patent as he or she deems appropriate. The University shall relinquish all claims to the invention, discovery or creation at any time in the future. This latter situation shall not preclude a jointly negotiated development agreement between the ASM and the University.

27.06 When a potentially patentable invention, discovery or creation is determined to be the result of University-related activities, in accordance with Clause 27.05, the ASM shall provide total disclosure in writing to the Vice-President (Research) sufficient to allow the preparation of a patent application. The University shall decide whether it intends to pursue a patent application and shall notify the ASM of its decision within one hundred twenty (120) days from the date that the ASM completes disclosure to the Vice-President (Research). This patent protection shall be applied for within the above one hundred twenty (120) days unless it is agreed by the University and the ASM that this period is to be extended. This patent protection shall be pursued in the name of the ASM who is the inventor, discoverer, or creator. The cost involved in this process shall be paid by the University. The ASM shall provide full co-operation and assistance in the preparation of the patent application, including disclosure of information regarding any relevant potentially patentable discoveries which have not yet been protected. Such disclosure shall be confidential until a patent application is filed by the University or the ASM or a decision not to file is made by the University and the ASM.

27.07 If the University does not notify the ASM in writing that it intends to pursue a patent application within one hundred twenty (120) days from the date that the ASM completes disclosure to the Vice-President

(Research) or notifies the ASM in writing that it does not intend to pursue a patent application, then the University is deemed to have relinquished all claims to pursue patent protection for this particular invention, discovery or creation at any time in the future, all proprietary rights in the invention shall revert to the ASM, and the ASM may pursue patent protection at his or her own expense. In such a case, the University's equity shall be reduced to that stated in Clause 27.12.

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

27.09 If, within one (1) year of obtaining patent protection, the University has not proceeded with the development of the invention, discovery or creation, the ASM may request in writing that the University reassign patent rights to him or her. Within thirty (30) days of receipt of this request, the University shall:

(a) comply with this request; or

(b) proceed with development in accordance with a mutually agreed development plan.

If such an agreement on a development plan has not been reached, the patent rights shall be reassigned to the ASM, and the University's equity shall be reduced to that stated in Clause 27.12.

27.10 The ASM shall share in any royalties derived from the commercialization of patents which he or she has assigned to the University.

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

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

(b) The share of royalties accruing to the ASM shall be:

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

27.12 If, pursuant to Clause 27.07, the ASM decides to pursue patent protection without the University's aid, the sharing of royalties shall be as follows:

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

(b) The share of the royalties accruing to the University shall be:

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

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

27.14 Neither the University nor the ASM shall enter into any agreement with a third party which alters the patent rights of either party as stated in this Article without the written consent of the other party.

COPYRIGHTS

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

27.16 Notwithstanding Clause 27.15, where the University specifically commissions the preparation of a particular work by an ASM, the following conditions shall obtain:

(a) If the work commissioned is not intended for use in a degree, diploma or certificate credit course, copyright shall be vested in the University on terms negotiated between the ASM and the University. The ASM shall retain the right to use the work or any part(s) thereof in an academic publication or for teaching.

(b) If the work commissioned is intended for use in a degree, diploma or certificate credit course, at the time the commission is made the ASM who is the creator and the University may negotiate specific conditions which provide the University with a royalty-free licence to use the material within the University for a fixed period of three (3) to five (5) years. Any sales of the work outside the University shall be subject to a royalty distribution agreement between the ASM and the University. Such a licence shall not prevent the ASM from using all or part of the work in an academic publication.

27.17 When a royalty-free licence granted pursuant to Clause 27.16 expires, the licence may be renewed, subject to negotiation between the creator and the University, for periods each of which is not to exceed three (3) years.

27.18 When, during the royalty-free period, either the University or the ASM wishes that the work be revised or replaced, by mutual consent of the University and the ASM, the University may commission the ASM to revise or replace the work. The revision or replacement work shall be subject to Clause 27.16.

27.19 When a royalty-free licence granted pursuant to Clause 27.16 expires, and the University wishes the work to be revised or replaced, its creator shall be offered a commission to revise or replace the work. The revision or replacement work shall be subject to Clause 27.16. If the creator does not agree to revise or replace the work, the University may commission another ASM(s) in the creator's Academic Unit, qualified to do the work, to revise or replace the work. Where no ASM qualified to do the work is identified in the creator's Academic Unit, the University shall issue a call for expression of interest, via electronic mail, to ASMs in all other Academic Units. Where no ASM qualified to do the work is identified, the University may commission another individual who is not an ASM to revise or replace the work. In the case of a revised work, copyright shall be held by the original creator and the ASM(s) responsible for the revision, except where the original creator chooses to relinquish his or her copyright to the revised work. Any sales of the revised work outside the University shall be subject to a royalty distribution agreement among the ASM(s), any person(s) responsible for the revision, and the University, with the ASM creators' division of royalties being proportionate to their contribution to the revised work. Such an agreement shall not prevent the ASM(s) from using all or part of the original work in an academic publication, and shall not prevent the ASM(s) from using all or part of the revised work in an academic publication subject to agreement by others involved in the revision.

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

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

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

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

27.24 On request, the University shall within twenty (20) days transmit to the Association a list of royalties earned under this Article. No more than one (1) such request shall be made per year.

Article 28
ACADEMIC STAFF MEMBERS WITH DELEGATED ADMINISTRATIVE RESPONSIBILITIES

28.01 This article refers to administrative positions undertaken by ASMs that are not specified in the *Memorial University of Newfoundland Policies and Procedures Governing the Appointment, Review, Promotion and Tenure of Academic Administrators* in effect October 26, 2000 and which include, but are not limited to, Deputy Heads, Programme Coordinators, and Programme Chairs.

28.02 Grievances arising from actions taken in the context of this Article by ASMs with delegated administrative responsibility shall be lodged against the Administrative Head to whom the ASM reports.

APPOINTMENT AND DUTIES OF FACULTY MEMBERS WITH DELEGATED ADMINISTRATIVE RESPONSIBILITIES AT THE ST. JOHN'S CAMPUS

Appointment:

28.03 The decision as to whether a Deputy Head, Programme Coordinator, or similar administrative position will be filled rests with the Administrative Head. In the case of the Programme Coordinator of an interdisciplinary programme in a departmentalized Faculty, the decision shall rest with the Dean, or Deans or Directors if the programme is inter-faculty. When a position is to be filled, the primary responsibility for a recommendation of appointment shall rest with the Administrative Head(s) who shall make the recommendation following Collegial Consultation with the Faculty Members in the Academic Unit(s).

28.04 Appointment of Deputy Heads, Programme Coordinators, and similar administrative positions shall be made for a period of one (1) to three (3) years. They shall be eligible for re-appointment.

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

Duties:

28.06 (a) The delegated duties and responsibilities of Faculty Members with delegated administrative responsibilities shall be those in place as of the date of signing of this Collective Agreement.

(b) Within thirty (30) days of the signing of this Collective Agreement, the Administrative Head, in consultation with the Faculty Member with delegated administrative responsibilities, shall prepare a statement of the duties and responsibilities of the delegated administrative position. This written statement shall be distributed to all Faculty Members in the Academic Unit.

(c) Changes to these duties and responsibilities shall be mutually agreed between the incumbent and the Administrative Head and the written statement of duties shall be amended accordingly.

APPOINTMENT AND DUTIES OF PROGRAMME CHAIRS AT GRENFELL COLLEGE

Appointment:

28.07 Each College Degree Programme shall have a Programme Chair who shall be responsible for the orderly, effective and efficient operation of the programme. For the purposes of this Article, the term "Degree Programme" shall mean College Degree Programme.

28.08 (a) Membership in Programme Units shall be defined by the discipline to which a Faculty Member is appointed. Other Faculty Members may be included in a Programme Unit, as appropriate, on the recommendation of the Programme Unit Chair, with the approval of the Division Head(s), and following Collegial Consultation with the Faculty Members in the Programme Unit.

(b) Appendix G is a Memorandum of Understanding between the Parties that states which disciplines are in which Programme Units.

28.09 When the position of Programme Chair is to be filled, the Faculty Members in the College Programme

Unit shall nominate to the appropriate Administrative Head in writing a candidate for the position of Programme Chair. The Administrative Head shall either recommend the candidate to the Principal or shall return the nomination to the College Programme Unit for further consideration, with a statement of the reasons. If the candidate is recommended by the Administrative Head, the Principal shall either recommend the candidate to the Vice-President (Academic) or shall return the nomination to the Administrative Head for further consideration, with a statement of reasons.

28.10 Programme Chairs at the College shall be appointed for a period of three (3) years or a shorter term by mutual agreement of the Administrative Head and the candidate. They shall be eligible for re-appointment. Normally, a Programme Chair shall not be appointed for more than six (6) consecutive years.

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

Duties:

28.12 A Programme Chair at the College shall advise the Administrative Head or Heads on matters pertaining to the College Degree Programme. Such advice shall be based on consultation with other Faculty Members in the College Programme Unit. The duties of a Programme Chair at the College shall include:

(a) assisting the Administrative Head or Heads in the promotion of teaching, scholarship and creative work;

(b) advising the Administrative Head or Heads on matters with respect to staffing, programme, budget, research and travel funds;

(c) coordinating the advising of students on academic matters;

(d) representing the Degree Programme within and without the College and University;

(e) any other duties as mutually agreed.

LIBRARIANS APPOINTED TO ADMINISTRATIVE POSITIONS IN THE LIBRARY

28.13 A Librarian appointed to an administrative position within the Library system which is not excluded from the bargaining unit shall initially be appointed for a fixed term of three (3) years. Subject to Clause 28.14, such appointments shall be renewable for three (3) or five (5) years after a favourable review and on the recommendation of the Review Committee referred to in Clause 28.16.

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

28.15 Except where administrative appointments are made in accordance with Clause 28.14, a person appointed to a Librarian position with administrative responsibilities shall be appointed according to the procedures set out in Article 13.

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

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

28.18 The Review Committee shall report its advice and assessments to the University Librarian. The University Librarian shall review with the Committee its advice and assessments and may refer the matter back to the Committee for further consideration. The University Librarian shall forward his or

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

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

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

28.21 If the provisions of Clause 28.20 are used to add a further two (2) years to a tenure-track appointment and tenure is subsequently denied, he or she shall be offered a further one (1) year terminal appointment.

Article 29
EMPLOYMENT EQUITY

PREAMBLE

29.01 Without in any way diminishing the University's general commitment to non-discrimination and equity in employment as contained in Article 2, particularly with respect to the following target groups: women, aboriginal peoples, persons with disabilities, and visible minorities, the Parties agree to maintain measures to promote equity as defined in the federal Employment Equity Act (1995).

29.02 This Article applies only to ASM appointments of one (1) year or longer and excludes Special Visiting Appointments (Clause 23.34) and Spousal Appointments (Clause 23.35).

29.03 When making appointments, this Article should be read in conjunction with Article 7 or Article 13 as appropriate.

29.04 For the purposes of this Article, an ASM or an applicant for an ASM position is only considered to be a member of a target group if he or she has self-identified as such either by returning a self-identification form at the time of the application or through an opportunity to self-identify provided to all ASMs by the University Employment Equity Officer.

UNIVERSITY EMPLOYMENT EQUITY OFFICER

29.05 The University shall employ a University Employment Equity Officer. Should this position become vacant, at least two (2) ASMs, appointed by the Association, shall serve on the Search Committee established to replace this officer.

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

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

(a) assisting the Joint Equity Committee in developing criteria for identifying such inequities as may exist with respect to the hiring and the employment status of members of target groups;

(b) promoting awareness of the University's commitment to non-discrimination and to the promotion of equity in the employment status of ASMs from target groups;

(c) serving as a resource person to ASMs, academic administrators and the Joint Equity Committee;

(d) providing annual reports to the Vice-President (Academic) and the Association on:

(i) the total number of applicants and the number of self-identified applicants by target-group for each vacant ASM position for which a search has been conducted;

(ii) the composition by target-group of the ASMs in each Academic Unit, by rank and status of appointment;

(iii) the percentage of target-groups by discipline in graduate degree programmes in Canada if available;

(iv) the number of graduates as stated in Clause 29.16;

(v) other matters deemed necessary to monitor the effectiveness of this Article.

JOINT ASSOCIATION/UNIVERSITY EMPLOYMENT EQUITY COMMITTEE

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

29.09 The Joint Equity Committee shall consist of three (3) voting members appointed by the Association, at

least one (1) of whom shall be a woman and one (1) of whom shall be from the other target groups; and three (3) voting members appointed by the Vice-President (Academic), at least two (2) of whom shall be members of target groups. The University Employment Equity Officer shall be a non-voting member of the Committee. One (1) of the voting members of the Committee shall be elected by the Committee to serve as Chairperson. There shall be at least one (1) member appointed by the Association at every meeting of the Committee.

29.10 The Joint Equity Committee shall assist Academic Units in the development of hiring goals and other measures to reduce unwarranted imbalances among target groups. The Joint Equity Committee shall circulate annually, to Department Heads, Deans, Directors, the Principal, the University Librarian, the Associate Executive Director of the Fisheries and Marine Institute, and the Association a document outlining the goals and methods of the Joint Equity Committee.

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

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

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

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

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

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

29.14 The Joint Equity Committee is authorized to review procedures, actions, and outcomes related to recruitment and appointment of ASMs to ensure that due emphasis is given to increasing, as appropriate, the proportion of target groups.

29.15 On request, the University Employment Equity Officer shall provide the Joint Equity Committee with statistical data, subject to their availability, concerning the realization of the University's commitment to equity in the hiring and the employment status of target-group members.

EQUITY IN THE APPOINTMENT OF TARGET GROUPS

29.16 Under-representation of a target group exists when the proportion of ASMs in an Academic Unit from a given target group is less than the proportion of persons from that group in the total pool of persons who:

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

(b) are Canadian citizens or permanent residents of Canada.

29.17 The University shall make a positive attempt in good faith to recruit target groups through the procedures specified in Articles 7 and 13, and in particular shall include in advertisements the following statement: "Memorial University is committed to employment equity and encourages applications from qualified women and men, visible minorities, aboriginal people, and persons with disabilities".

MAKING APPOINTMENTS

29.18 Any Search Committee established in accordance with Articles 7 or 13 shall include at least one (1) person from a target group. If no ASM from a target group is available in the Academic Unit, the Administrative Head may appoint an ASM from a cognate area to comply with this provision.

29.19 An ASM who is a member of a target group shall not be appointed as a representative of target groups to more than one (1) Search Committee outside his or her Academic Unit in any Academic Year.

Notwithstanding Clause 29.18, if circumstances prevent the appointment of a member of a target group, the Search Committee shall conduct business without such representation.

29.20 On the establishment of a Search Committee, the Department Head, Dean, Director, Principal, University Librarian or Associate Executive Director of the Fisheries and Marine Institute shall provide a copy of the document from the Joint Equity Committee referenced in Clause 29.10 to all members of the Search Committee. The Joint Equity Committee, or delegates from the Committee, which shall include at least one (1) member of the Committee appointed by the Association, shall meet with any Search Committee that requests a meeting.

29.21 At the time the advertisement is sent for publication the Administrative Head shall send to the University Employment Equity Officer a list of the Search Committee members and a copy of the advertisement. The University Employment Equity Officer shall provide the information to the Joint Equity Committee.

29.22 The Administrative Head shall send to every applicant for an advertised ASM position of one (1) year or longer, a copy of this Article and a standard form by which the applicant is invited to identify himself or herself to the University Employment Equity Officer as a member of a target group.

29.23 Self-identification information showing which applicants are in target groups shall then be forwarded by the University Employment Equity Officer to the Administrative Head.

29.24 Once the Search Committee has compiled a preliminary short-list of candidates for use in determining who is to be interviewed, the Chair of the Search Committee shall notify the Administrative Head that such a list has been prepared. The Administrative Head shall then provide the Search Committee with the target group information received from the University Employment Equity Officer. The Search Committee shall consider this information and finalize the preliminary short-list.

29.25 (a) If no candidate has self-identified as being a member of a target group, the Administrative Head shall notify the Search Committee of this fact. The University Employment Equity Officer shall make this information available to the Joint Equity Committee. The Search Committee shall then finalize the shortlist and proceed to interview candidates with no further involvement from the University Employment Equity Officer or the Joint Equity Committee.

(b) If at least one candidate has self-identified as being a member of a target group, the Administrative Head shall send the preliminary shortlist with the curricula vitae of all shortlisted candidates and all self-identified candidates to the University Employment Equity Officer. The University Employment Equity Officer shall make this information available to the Joint Equity Committee.

29.26 In the case of searches where at least one candidate has self-identified as being a member of a target group, the Joint Equity Committee shall forward its advice, if any, to the Administrative Head within five (5) days of receiving the preliminary short-list. The Administrative Head shall in turn forward this advice to the Search Committee which shall consider it when finalizing the shortlist. If the Joint Equity Committee does not provide advice within five (5) days, the Search Committee shall proceed to finalize the shortlist.

29.27 In the event that not all Joint Equity Committee members are available for a meeting, two (2) members, at least one (1) of whom shall be a member appointed by the Association, shall be selected by rota to formulate its advice on the appointment process.

29.28 For ASM positions of one (1) year or longer in Academic Units where target groups are under-represented, the Search Committee shall, in presenting the list of candidates recommended for appointment specified in Clauses 7.18(k) or 13.23(g), give preference in rank order to under-represented target group candidates in all cases where the qualifications of under-represented target group and non-target group candidates on the short-list are substantially equal and meet the criteria established for the appointment in question. If there are members of an under-represented target group on the list, the Administrative Head shall not lower their place in the order of preference of candidates recommended by the Search Committee in seeking to make the appointment unless, in his or her judgment, one or both of the following conditions apply:

(a) the qualifications of the candidates in question are not substantially equal;

(b) one or more of the candidates in question do not meet the criteria established for the appointment in question.

29.29 After an appointment has been made, the Vice-President (Academic) shall transmit to the University Employment Equity Officer:

(a) a copy of the advertisement;

(b) the name of the person appointed.

The University Employment Equity Officer shall transmit this information to the Joint Equity Committee.

Article 30
COORDINATORS

30.01 In this Article the term "CEC" refers to "Cooperative Education Coordinator" and the term "FEC" refers to "Field Education Coordinator" as defined in Clause 1.03(k). The term "Coordinator" shall be used when referring to both CECs and FECs.

30.02 The Administrative Head for CECs shall be the Director of Co-Operative Education. The Division of Cooperative Education shall be governed by the *Memorial University of Newfoundland Policies and Procedures Governing the Appointment, Review, Promotion, and Tenure of Academic Administrators*. The Administrative Head for FECs shall be the Administrative Head of the Academic Unit to which the FEC is appointed. Wherever "students" are referenced in this Article the reference is to students in co-operative education programmes, or students in clinical or field internship programs, as is appropriate.

30.03 The duties and responsibilities of CECs shall include:

(a) developing job opportunities;
(b) matching students with appropriate work term experience opportunities,
(c) monitoring and evaluating students in meeting work term requirements,
(d) developing and presenting professional development seminars,
(e) individual career and professional development counseling,
(f) implementing appropriate reflective learning activities; and
(g) academic service.

30.04 The duties and responsibilities of FECs shall include:

(a) developing internship, and clinical placement opportunities;
(b) matching students with internship or clinical placement experiences opportunities;
(c) monitoring and evaluating students in meeting work term, field internship requirements, and clinical placement experience;
(d) developing and presenting field instruction courses;
(e) implementing field instruction to students and;
(f) academic service, including chairing Field Education seminars.

30.05 The pattern of assigned duties and responsibilities outlined in 30.03 and 30.04 may vary from time to time and from individual to individual, and shall be assigned in writing each semester by the Administrative Head in consultation with the Coordinator but shall normally include a minimum of three (3) of the duties outlined, excluding academic service [30.03(g) and 30.04(f)]. Coordinator duties (b) through (f) shall not be assigned to an ASM other than a Coordinator without the agreement of the ASM. Such duties shall be compensated by a reduction in the duties specified in Article 3, or by remuneration on a pro rata basis in accordance with Appendix D.4. An ASM who is not a Coordinator and who is being considered for Coordinator duties shall advise the University of his or her compensation choice, at which time the University shall have the option of seeking an alternative.

30.06 CECs shall be appointed to the Division of Co-operative Education as Coordinator I or Coordinator II and shall normally be assigned to at least one other Academic Unit. Appointments shall be probationary, permanent or term. By mutual consent of the CEC and the Director, part of the normal assigned duties of the CEC may be assigned and carried out in an Academic Unit other than the one in which the CEC had been initially assigned provided the CEC is competent to perform the duties in the other Academic Unit. Neither the CEC nor the Director shall unreasonably withhold his or her consent. FECs shall be appointed as Coordinator I or II. FECs shall only be assigned to the Academic Unit to which they have been appointed and CECs shall not be assigned to such academic units. FEC appointments shall be probationary, permanent or term.

30.07 FECs, and CECs with a primary assignment to a Faculty or School, are eligible to become members of the faculty councils of those faculties or schools in accordance with the procedures outlined in the faculty council constitutions.

30.08 A probationary appointment in the classification of Coordinator I or Coordinator II shall be made for an initial period of one (1) year. A Coordinator II shall hold as a minimum qualification a master's degree.

30.09 When a CEC position is to be filled, a Search Committee consisting of three (3) ASMs shall be formed, two (2) of whom shall be CECs who are elected by CECs.

(a) When the CEC is to have a primary assignment in another Academic Unit, one (1) Faculty Member shall be appointed by the Director on the recommendation of the appropriate Dean/Director of the Academic Unit to which the CEC is expected to be primarily assigned. Whenever possible, and if appropriate, one (1) of the CEC members of the Committee shall be one with a primary responsibility to the Academic Unit to which the new CEC will be primarily assigned.

(b) When the CEC is to have primary responsibilities to the Division, the Director shall appoint one (1) CEC to the Committee.

The Search Committee shall undertake the interview process and make a recommendation on hiring to the Director.

30.10 When a FEC position is to be filled the Search Committee shall consist of the Associate Director and a Faculty Member. Field instructors, nurse clinical preceptors and students may be consulted. The Search Committee will recommend hiring to the Director.

30.11 When a probationary CEC is being considered for permanent status, the evaluation shall be made by the Director following consultation with all the other permanent CECs. The CEC shall be informed of the initial decision one (1) month prior to the one (1) year anniversary of the appointment. If the initial decision of the Director is not to make the CEC permanent, written reasons shall be provided and the CEC shall have an opportunity to respond. If the final decision is not to make the CEC permanent, the appointment shall terminate on the first year anniversary.

30.12 When a probationary FEC is being considered for permanent status, the evaluation shall be made by the Administrative Head following consultation with the ASMs in the Academic Unit. Other FECs and students may also be consulted. The FEC shall be informed of the initial decision one (1) month prior to the one (1) year anniversary of the appointment. If the initial decision of the Administrative Head is not to make the FEC permanent, written reasons shall be provided and the FEC shall have an opportunity to respond. If the final decision is not to make the FEC permanent, the appointment shall terminate on the first year anniversary.

30.13 The criteria applied in evaluating a Coordinator's application for appointment or permanent status shall reflect the duties and responsibilities set out in this Article as assigned in writing by the Administrative Head.

30.14 When Coordinators are assigned by the Administrative Head to monitor and evaluate students in accordance with Clause 30.03(c) or 30.04(c), the Administrative Head shall determine the number of students a Coordinator shall monitor and evaluate. In doing so, the Administrative Head shall take into account the pattern of assigned responsibilities and any requirement for travel outside the campus municipality. The maximum number of students to be monitored and evaluated by each Coordinator shall not exceed forty-two (42). If for any reason a Coordinator monitors and evaluates students numbering in excess of forty-two (42), the Coordinator shall be remunerated at a rate of three hundred dollars ($300) for each student in excess of forty-two (42).

30.15 Notwithstanding Clause 30.14, from time to time and for operational reasons, a CEC may be required by the Director to visit outside the campus municipality up to six (6) additional students who are currently being monitored and evaluated by other CECs. A report of such visits shall be made to the Director upon request.

30.16 With his or her consent, a Coordinator may be assigned responsibility to teach a course. Such teaching duties shall be compensated by a reduction in the duties specified in this Article or by remuneration in accordance with this Collective Agreement. A Coordinator who is being considered for a teaching assignment shall advise the University of his or her compensation choice, at which time the University

shall have the option of seeking an alternative teacher.

SUPPORT FOR RESEARCH AND PROFESSIONAL DEVELOPMENT

30.17 A Coordinator holding a permanent position may apply to the Administrative Head for release time from normal duties in order to pursue a research project under the following conditions:

(a) the Coordinator must have worked twenty-four (24) months as a Coordinator before the beginning of a release period of four (4) months or must have worked forty-eight (48) months before the beginning of a release period of eight (8) months;

(b) the Coordinator, when applying for release time, shall present a proposal outlining the purpose, nature, scope and potential outcome of the research project to the Administrative Head at least eight (8) months before the release time is proposed to begin;

(c) the Administrative Head may seek advice from appropriate ASMs concerning the value of the proposal and the likelihood of it being successfully completed;

(d) the Administrative Head shall notify the Coordinator whether the release time has been approved within two (2) months of the application;

(e) within forty (40) days of the conclusion of the release time, the Coordinator shall present the Administrative Head with a report concerning the activities undertaken and the outcomes of these activities;

(f) at any given time, only three (3) Coordinators may be on release time;

(g) release from normal responsibilities approved by the Administrative Head shall be scheduled by mutual agreement between the Coordinator and the Administrative Head;

(h) applications for release time shall not be unreasonably denied.

TRAVEL

30.18 A Coordinator who is required by the Administrative Head to undertake travel as part of his/her assigned responsibilities shall be reimbursed for travel according to the University's policy, Travel - General in effect April 1, 2007. Should the University adopt policies on Travel more advantageous to the Coordinator than those in effect on the date of signing of the Collective Agreement, the more favourable policy shall apply.

30.19 No Coordinator shall be required to own a car, or to use his or her personal car for travel related to the duties and responsibilities of the Coordinators.

EMPLOYMENT EQUITY

30.20 Each applicant for a position shall be sent a self-identification form as referenced in Article 29. Where target groups are under-represented within the Academic Unit and the qualifications of short-listed target group and non-target group candidates are substantially equal and meet the criteria established for the appointment in question, a candidate from a target group shall be recommended for appointment by the Administrative Head. At the conclusion of the search, the Employment Equity Committee shall be invited to review all aspects of the hiring. No other provision of Article 29 shall apply to the hiring of Coordinators.

INTELLECTUAL PROPERTY

30.21 Intellectual property resulting from release time in accordance with Clause 30.17 shall be subject to the provisions of Article 27. All other intellectual property developed by Coordinators in the course of their assigned duties and responsibilities shall be the property of the University.

LAYOFF

30.22 The provisions of Article 25 with respect to layoff and academic program redundancy do not apply to Coordinators.

30.23 For the purposes of this Article, “layoff” shall mean the temporary cessation of employment of a Coordinator due to a reduction in the number of students, technological change, and/or a change in the programme.

30.24 For the purposes of this Article, “seniority” shall mean the length of service as a Coordinator with the University. Layoffs of Coordinators shall, subject to the senior Coordinator having the qualifications and ability to perform the required work, be in reverse order of seniority. FECs shall not be bumped by another Coordinator outside the Academic Unit.

30.25 No permanent Coordinator qualified and able to perform the required work shall be laid off while there is a Coordinator holding a position with a fixed term.

EXEMPTIONS

30.26 Coordinators shall not:

(a) be granted sabbatical leave;
(b) serve on Search Committees or Promotion and Tenure Committees for Faculty Members, Counselling Faculty Members and Librarians;
(c) be subject to any of the terms of Article 23 except for Clauses 23.10, 23.20 and 23.21;
(d) be subject to the provisions of Clause 25.08 or Clauses 25.17 through 25.53.

SEVERANCE

30.27 A Coordinator entitled to severance pay on or before 1 October 2002 shall retain this entitlement according to the conditions as follows:

(a) A Coordinator with not less than ten (10) years of service at the University exclusive of time in an ASM position who retires or resigns, and the estate of a Coordinator who dies, shall be entitled to receive payment for five (5) days pay for each year of service, up to a maximum of one hundred (100) days pay.
(b) A Coordinator shall not accumulate further entitlement toward severance pay after 1 October 2002.

Article 31
SALARIES AND BENEFITS

SETTING BASIC ANNUAL SALARIES FOR ASMs AT THE TIME OF HIRING

FACULTY MEMBERS

31.01 The minimum starting Basic Annual Salary of a Faculty Member appointed on or after September 1, 2005 shall be determined by adding:

(a) the number of years of experience in the rank of Lecturer or equivalent or above in a university or degree-granting equivalent institution as calculated in accordance with Clause 31.04;

(b) a number for the highest degree achieved
(i) for a master's degree or equivalent: 1
(ii) for a Ph.D. or equivalent: 6;

(c) a number for the rank
(i) for Associate Professor: 2
(ii) for Professor: 5;

(d) a number to represent other relevant experience calculated in accordance with Clauses 31.05 and 31.06.

The resulting number represents the lowest salary step number on the scale in Appendix D.1 or D.2 at which the Faculty Member may be paid upon appointment except in accordance with Clause 31.02. If the step is higher than the highest step for the rank, the highest step for the rank is substituted.

31.02 A Faculty Member who is appointed to the rank of Assistant Professor or above who, at the time of appointment is enrolled in a graduate programme but has not completed all the requirements for the terminal qualification for the discipline, in accordance with Clause 11.04, shall have his or her starting Basic Annual Salary adjusted as follows:

(a) the number for the highest degree achieved shall be in accordance with Clause 31.01(b) but as though the higher degree had already been awarded;

(b) a provisional Basic Annual Salary placement, not below the floor for the rank, shall be determined based on the factors listed in Clause 31.01 except that the Faculty Member shall be assumed to have completed the higher degree;

(c) if a Faculty Member holds a master’s degree and is working toward completion of a doctoral degree, the starting Basic Annual Salary shall be reduced by 5 steps;

(d) if a Faculty Member holds only a bachelor’s degree and is working toward completion of a doctoral degree, the starting Basic Annual Salary shall be reduced by 6 steps;

(e) if a Faculty Member holds only a bachelor’s degree and is working toward completion of a master’s degree, the starting Basic Annual Salary shall be reduced by 1 step;

(f) Following completion of the higher degree, the salary shall be adjusted in accordance with Clause 31.43.

31.03 A Visiting Assistant Professor, Visiting Associate Professor or Visiting Professor appointed to a teaching term appointment as outlined in Clause 23.09 shall be paid as if he or she held the rank of Lecturer on the scale set out in Appendix D.1 according to the factors in Clause 31.01, or in accordance with Clause 23.17(b).

31.04 The number of years of experience in the rank of Lecturer or equivalent or above in a university or equivalent degree-granting institution shall be assessed in accordance with the following rules:

(a) A "University or equivalent degree-granting institution" is a recognized institution. Equivalency of the level of courses or of instruction at any other type of institution is not a sufficient condition to qualify for this status.

(b) "Experience in the rank of Lecturer or equivalent or above" is employment in a recognized academic rank in a university or equivalent institution, with duties totaling at least one-half the normal work load in each academic term of the employment. It includes service as a Research Associate where major teaching duties were assigned.

(c) For a series of term or per-course appointments which qualify under (a) and (b), a total of six (6) Laboratory Courses or nine (9) non-laboratory lecture courses shall be considered to be equivalent to one (1) full year of relevant academic experience.

(d) Except for sabbatical or administrative leave, experience shall not be credited for periods when the individual was on leave for one (1) semester or longer.

(e) Experience shall not be credited for duties performed by an individual not holding academic rank while engaged in full-time graduate studies.

(f) No additional credit shall be given under this clause for duties otherwise credited as "other relevant experience" under Clause 31.05.

31.05 "Other relevant experience" for Faculty Members shall include academic, research, professional or other employment which was relevant to the appointment, or which is relevant to the required duties of the Faculty Member in his or her present position. For these purposes, relevant experience applies only to experience acquired since the Faculty Member obtained his or her first degree. For Faculty Members, "other relevant experience" shall include the following:

(a) Academic employment in a non-degree-granting, post-secondary institution, or full-time employment in a teaching capacity below the rank of Lecturer in a degree-granting institution.

(b) Research employment as a principal or independent investigator, including, but not limited to, positions as Research Fellow, Research Associate, Research Director, or Research Scientist, or Post-doctoral Fellow. Time shall not be credited for research conducted as a graduate student.

(c) Professional employment in an area appropriate to the discipline of the applicant's appointment or relevant to the required duties. School teaching experience shall be credited for Faculty Members appointed to teach Education or Human Kinetics and Recreation. Accounting experience shall be credited only if performed as a Chartered Accountant or equivalent.

(d) Experience shall not be credited for duties performed by an individual not holding academic rank while engaged in full-time graduate studies.

31.06 Calculation of the total amount of experience to be credited for Faculty Members shall conform to the following rules:

(a) Months of experience rounded to full months within each of the following categories shall be added:

(i) Academic experience, as specified in Clause 31.04;
(ii) Post-secondary teaching experience as detailed in Clause 31.05(a);
(iii) Research experience as specified in Clause 31.05(b);
(iv) Relevant professional experience as specified in Clause 31.05(c)

(b) The total in each case shall be rounded to whole years, following the rounding rule of one-half or greater rounded to one (1).

(c) For prior experience in the rank of Lecturer or above, as specified in Clause 31.04, the total number of years shall be credited, with each year = 1.0.

(d) Other relevant experience, as specified in Clause 31.05, shall be credited as follows:

Years 1 through 5: each year = 1.0
Years 6 through 15: each year = 0.5
Years 16 and above: each year = 0.0

LIBRARIANS

31.07 The minimum starting Basic Annual Salary of a Librarian appointed on or after September 1, 2005 shall be determined by adding:

(a) the number of years of experience in the rank of Librarian I or equivalent or above in a university or degree-granting equivalent institution is calculated in accordance with Clause 31.08;

(b) a number for the highest degree achieved
(i) for a master's degree or equivalent: 1
(ii) for a Subject master's: 2
(iii) for a Ph.D.: 4;

(c) a number for the rank
(i) for Librarian II: 1
(ii) for Librarian III: 3
(iii) for Librarian IV: 5;

(d) a number to represent other relevant experience calculated in accordance with Clauses 31.09 and 31.10.

The resulting number represents the lowest salary step on the appropriate rank scale in Appendix D.3 at which the Librarian may be paid upon appointment unless the step is higher than the highest step for the rank in which case the highest step for the rank is substituted.

31.08 The number of years of experience in the rank of Librarian I or equivalent or above at a university or equivalent degree-granting institution shall include professional service in a university library and professional service as a specialist librarian in a non-university library.

(a) A "University or equivalent degree-granting institution" shall be a recognized institution. Equivalency of the level of courses or of instruction at any other type of institution is not a sufficient condition to qualify for this status.

(b) No additional credit shall be given under this clause for duties otherwise credited as "other relevant experience" under Clause 31.09.

31.09 "Other relevant experience" for Librarians shall include academic, research, professional or other employment which was relevant to the appointment, or which is relevant to the required duties of the Librarian in his or her present position. For these purposes, relevant experience applies only to experience acquired since the Librarian obtained his or her first degree and shall include the following:

(a) Service as a professional librarian other than that specified in Clause 31.08.

(b) Service in an academic position other than librarian at a University or equivalent degree-granting institution which is directly relevant to the duties of the individual as a Librarian.

31.10 Calculation of the total amount of experience to be credited for Librarians shall conform to the following rules:

(a) Months of experience rounded to full months within each of the following categories shall be added:

(i) Academic experience, as specified in Clause 31.08;

(ii) Other relevant experience, as specified in Clause 31.09.

(b) The total in each case shall be rounded to whole years, following the rounding rule of one-half or greater rounded to one (1).

(c) For prior experience in the rank of Librarian I or above, as specified in Clause 31.08, the total number of years shall be credited, with each year = 1.0.

(d) Other relevant experience, as specified in Clause 31.09, shall be credited as follows:

Years 1 through 5: each year = 1.0
Years 6 through 15: each year = 0.5
Years 16 and above: each year = 0.0

COORDINATORS

31.11 The minimum starting Basic Annual Salary of a Coordinator appointed on or after September 1, 2005 shall be determined by the step number corresponding to:

(a) the number of years of experience as a Coordinator I or equivalent or above in a university or degree-granting equivalent institution as described in Clause 31.04(a); and

(b) "Other relevant experience" for Coordinators shall include professional, scholarly and academic employment which was relevant to the appointment, or which is relevant to the required duties of the Coordinators in his or her present position. For these purposes, relevant experience applies only to experience acquired since the Coordinator obtained his or her first degree and shall include the following:

(i) Service as a Coordinator other than that specified in Clause 31.11(a);
(ii) Service in a professional position other than as a Coordinator in an area which is directly relevant to the duties of the individual as a Coordinator;
(iii) Service in an academic, research or scholarly position other than as a Coordinator which is directly relevant to the duties of the individual as a Coordinator; and

(c) a number for the highest degree achieved

(i) for a master's degree or equivalent: 2
(ii) for a Ph.D. or equivalent: 4.

31.12 Calculation of the total amount of experience to be credited for Coordinators shall conform to the following rules:

(a) Months of experience rounded to full months within each of the following categories shall be added:

(i) Experience as a Coordinator or equivalent as specified in Clause 31.11(a);
(ii) Other relevant experience, as specified in Clause 31.11(b);

(b) The total in each case shall be rounded to whole years, following the rounding rule of one-half (½) or greater rounded to one (1);

(c) For prior experience in the classification of Coordinator I or above, as specified in Clause 31.11(a), the total number of years shall be credited with each year = 1.0.

(d) Other relevant experience, as specified in Clause 31.11(b), shall be credited as follows:

Year 1 through 5:	each year = 1.0
Years 6 through 15:	each year = 0.5
Years 16 and above:	each year = 0.0

31.13 The resulting number represents the lowest salary step on the salary scale in Appendix D.4 which the Coordinator may be paid unless the step is higher than the highest step for the classification in which case the highest step for the classification is substituted.

FACULTY MEMBERS, LIBRARIANS AND COORDINATORS

31.14 For Faculty Members, Librarians and Coordinators only one (1) type of experience may be credited for any given time period. If an ASM has more than one (1) type of experience for a given time period, the type of experience used to calculate the ASM's annual salary at appointment shall be the one which yields the highest step.

TREATMENT OF BASIC ANNUAL SALARY FOR FACULTY MEMBERS FOLLOWING INITIAL APPOINTMENT

31.15 No ASM's total salary (Basic Annual Salary plus market differential) shall be lowered from its value as of August 31, 2009 as a result of the implementation of this Article.

31.16 This section of the Collective Agreement details the manner in which Basic Annual Salaries of Faculty Members holding appointments as of the date of signing of this Collective Agreement shall change throughout the life of this agreement. In addition, the Basic Annual Salaries of Faculty Members hired after the date of signing of this Collective Agreement shall change in accordance with the remainder of this Article wherever the dates specified follow their date of hiring.

31.17 Effective September 1, 2009 the Basic Annual Salary of all Faculty Members shall be in accordance with the table shown in Appendices D.1 and D.2. The step size shall increase from $1,679 to $1,813 and the salary floors and caps for Faculty Members shall be as follows:

Rank	*Floor*	*Cap*
Lecturer	$55,542	$64,607
Assistant Prof.	$70,046	$86,363
Associate Prof.	$80,924	$120,810
Professor	$95,428	$148,005

31.18 Effective April 1, 2010 the Basic Annual Salary of each Faculty Member whose Basic Annual Salary is below the cap for his or her rank shall be increased by one (1) step ($1,813).

31.19 Effective September 1, 2010 the Basic Annual Salary of all Faculty Members shall be in accordance with the table shown in Appendices D.1 and D.2. The step size shall increase from $1,813 to $1,886 and the salary floors and caps for Faculty Members shall be as follows:

Rank	*Floor*	*Cap*
Lecturer	$57,764	$67,194
Assistant Prof.	$72,852	$89,826
Associate Prof.	$84,168	$125,660
Professor	$99,256	$153,950

31.20 Effective April 1, 2011 the Basic Annual Salary of each Faculty Member whose Basic Annual Salary is below the cap for his or her rank shall be increased by one (1) step ($1,886).

31.21 Effective September 1, 2011 the Basic Annual Salary of all Faculty Members shall increase in accordance with the table shown in Appendices D.1 and D.2. The step size shall increase from $1,886 to $1,961 and the salary floors and caps for Faculty Members shall be as follows:

Rank	*Floor*	*Cap*
Lecturer	$60,075	$69,880
Assistant Prof.	$75,763	$93,412
Associate Prof.	$87,529	$130,671
Professor	$103,217	$160,086

31.22 Effective April 1, 2012 the Basic Annual Salary of each Faculty Member whose Basic Annual Salary is below the cap for his or her rank shall be increased by one (1) step ($1,961).

31.23 Effective September 1, 2012 the Basic Annual Salary of all Faculty Members shall increase in accordance with the table shown in Appendices D.1 and D.2. The step size shall increase from $1,961 to $2,039 and the salary floors and caps for Faculty Members shall be as follows:

Rank	*Floor*	*Cap*
Lecturer	$62,478	$72,673
Assistant Prof.	$78,790	$97,141
Associate Prof.	$91,024	$135,882
Professor	$107,336	$166,467

31.24 Effective April 1, 2013 the Basic Annual Salary of each Faculty Member whose Basic Annual Salary is below the cap for his or her rank shall be increased by one (1) step ($2,039).

TREATMENT OF BASIC ANNUAL SALARY FOR LIBRARIANS FOLLOWING INITIAL APPOINTMENT

31.25 This section of the Collective Agreement details the manner in which Basic Annual Salaries of Librarians holding appointments as of the date of signing of this Collective Agreement shall change throughout the life of this agreement. In addition, the Basic Annual Salaries of Librarians hired after the date of signing of this Collective Agreement shall change in accordance with the remainder of this Article wherever the dates specified follow their date of hiring.

31.26 Effective September 1, 2009, the Basic Annual Salary of all Librarians shall be in accordance with the table shown in Appendix D.3. The step size shall increase from $1,679 to $1,813 and the salary floors and caps for Librarians shall be as follows:

Rank	*Floor*	*Cap*
Librarian I	$50,102	$62,793
Librarian II	$57,354	$75,484
Librarian III	$64,606	$104,492
Librarian IV	$75,484	$129,874

31.27 Effective April 1, 2010 the Basic Annual Salary of each Librarian whose Basic Annual Salary is below the cap for his or her rank shall be increased by one (1) step ($1,813).

31.28 Effective September 1, 2010 the Basic Annual Salary of all Librarians shall be in accordance with the table shown in Appendix D.3. The step size shall increase from $1,813 to $1,886 and the salary floors and caps for Librarians shall be as follows:

Rank	*Floor*	*Cap*
Librarian I	$52,106	$65,308
Librarian II	$59,650	$78,510
Librarian III	$67,194	$108,686
Librarian IV	$78,510	$135,090

31.29 Effective April 1, 2011 the Basic Annual Salary of each Librarian whose Basic Annual Salary is below the cap for his or her rank shall be increased by one (1) step ($1,886).

31.30 Effective September 1, 2011 the Basic Annual Salary of all Librarians shall increase in accordance with the table shown in Appendix D.3. The step size shall increase from $1,886 to $1,961 and the salary floors and caps for Librarians shall be as follows:

Rank	*Floor*	*Cap*
Librarian I	$54,190	$67,917
Librarian II	$62,034	$81,644
Librarian III	$69,878	$113,020
Librarian IV	$81,644	$140,474

31.31 Effective April 1, 2012 the Basic Annual Salary of each Librarian whose Basic Annual Salary is below the cap for his or her rank shall be increased by one (1) step ($1,961).

31.32 Effective September 1, 2012 the Basic Annual Salary of all Librarians shall increase in accordance with the table shown in Appendix D.3 The step size shall increase from $1,961 to $2,039 and the salary floors and caps for Librarians shall be as follows:

Rank	*Floor*	*Cap*
Librarian I	$56,358	$70,631
Librarian II	$64,514	$84,904
Librarian III	$72,670	$117,528
Librarian IV	$84,904	$146,074

31.33 Effective April 1, 2013 the Basic Annual Salary of each Librarian whose Basic Annual Salary is below the cap for his or her rank shall be increased by one (1) step ($2,039).

TREATMENT OF BASIC ANNUAL SALARY FOR COORDINATORS FOLLOWING INITIAL APPOINTMENT

31.34 This section of the Collective Agreement details the manner in which Basic Annual Salaries of Coordinators holding appointments as of the date of signing of this Collective Agreement shall change throughout the life of this agreement. In addition, the Basic Annual Salaries of Coordinators hired after the date of signing of this Collective Agreement shall change in accordance with the remainder of this Article wherever the dates specified follow their date of hiring.

31.35 Effective September 1, 2009, the Basic Annual Salary of all Coordinators shall be in accordance with the table shown in Appendix D.4. The step size shall increase from $1,679 to $1,813 and the salary floors and caps for Coordinators shall be as follows:

	Floor	*Cap*
Coordinator I	$53,729	$86,363
Coordinator II	$57,355	$89,989
Coordinator II + Ph.D.	$60,981	$93,615

31.36 Effective April 1, 2010 the Basic Annual Salary of each Coordinator whose Basic Annual Salary is below the cap for his or her classification shall be increased by one (1) step ($1,813).

31.37 Effective September 1, 2010 the Basic Annual Salary of all Coordinators shall be in accordance with the table shown in Appendix D.4. The step size shall increase from $1813 to $1886 and the salary floors and caps for Coordinators shall be as follows:

	Floor	*Cap*
Coordinator I	$55,878	$89,826
Coordinator II	$59,650	$93,598
Coordinator II + Ph.D.	$63,422	$97,370

31.38 Effective April 1, 2011 the Basic Annual Salary of each Coordinator whose Basic Annual Salary is below the cap for his or her classification shall be increased by one (1) step ($1,886).

31.39 Effective September 1, 2011, the Basic Annual Salary of all Coordinators shall increase in accordance with the table shown in Appendix D.4 The step size shall increase from $1,886 to $1,961 and the salary floors and caps for Coordinators shall be as follows:

	Floor	*Cap*
Coordinator I	$58,113	$93,411
Coordinator II	$62,035	$97,333
Coordinator II + Ph.D.	$65,957	$101,255

31.40 Effective April 1, 2012 the Basic Annual Salary of each Coordinator whose Basic Annual Salary is below the cap for his or her classification shall be increased by one (1) step ($1,961).

31.41 Effective September 1, 2012 the Basic Annual Salary of all Coordinators shall increase in accordance with the table shown in Appendix D.4. The step size shall increase from $1,961 to $2,039 and the salary floors and caps for Coordinators shall be as follows:

	Floor	*Cap*
Coordinator I	$60,438	$97,140
Coordinator II	$64,516	$101,218
Coordinator II + Ph.D.	$68,594	$105,296

31.42 Effective April 1, 2013 the Basic Annual Salary of each Coordinator whose Basic Annual Salary is below the cap for his or her rank shall be increased by one (1) step ($2,039).

ACADEMIC STAFF MEMBERS

31.43 A tenure-track or tenured ASM who receives a promotion or completes the requirements for a higher degree, as certified by the degree-granting institution, shall have his or her Basic Annual Salary increased as follows:

(a) A tenure-track or tenured ASM who receives a promotion to Assistant Professor, Associate Professor, Librarian II or Librarian III shall have his or her Basic Annual Salary increased by an amount equal to two (2) steps effective the date the promotion becomes effective or to the floor for the rank whichever is greater.

(b) (i) A Faculty Member who receives a promotion to Professor shall have his or her Basic Annual Salary increased by an amount equal to three (3) steps effective the date the promotion becomes effective or to the floor for the rank whichever is greater.

(ii) Effective from September 1, 2007 a tenure-track or tenured Librarian who receives a promotion to Librarian IV shall have his or her Basic Annual Salary increased by an amount equal to three (3) steps effective the date the promotion becomes effective or to the floor for the rank whichever is greater.

(c) A Faculty Member who completes a higher degree shall have his or her Basic Annual Salary increased effective the date of notification of completion of the degree as follows:

(i) by an amount equal to one (1) step when the degree is a master's degree for which the Faculty Member has not already been credited;

(ii) by an amount equal to five (5) steps when the degree is a doctorate and the Faculty Member already holds a master's degree;

(iii) by an amount equal to six (6) steps when the degree is a doctorate and the Faculty Member's highest degree had been the bachelor's;

(d) A Librarian who completes a higher degree shall have his or her Basic Annual Salary increased effective the date of notification of completion of the degree as follows:

(i) by an amount equal to one (1) step when the degree is a Subject master's and the Librarian previously held a master's degree;

(ii) by an amount equal to three (3) steps when the degree is a Ph.D. and the Librarian previously held a master's degree;

(iii) by an amount equal to two (2) steps when the degree is a Ph.D. and the Librarian previously held a Subject master's degree.

(e) A Coordinator I who obtains a master's degree in a subject relevant to his or her duties shall be classified as Coordinator II. Effective the date the University is notified of the Coordinator having successfully completed all requirements for the higher degree, the Coordinator's salary shall be increased by two (2) steps. The salary of a Coordinator who obtains a doctoral degree in a subject relevant to his or her duties shall be increased by two (2) additional steps on the salary scale.

31.44 From April 1 of each year after April 1, 2013, the Basic Annual Salary of each ASM whose Basic Annual Salary is below the cap for his or her rank or classification shall be increased by one (1) step on the appropriate salary scale.

31.45 Retroactive increases shall be paid to all ASMs who retired between September 1, 2009 and the date of signing of this Collective Agreement. ASMs who resigned, or whose term appointments expired, between September 1, 2009 and the date of signing of this Collective Agreement shall receive retroactive increases provided they contact the Department of Human Resources in writing within sixty (60) days of the signing of this Collective Agreement.

31.46 Except for salaries subject to the provisions of Clause 31.02, no ASM shall be paid a salary below the floor for his or her rank.

PAYMENT FOR EXTRA DUTIES
Stipends for Overload Teaching

On-Site Courses

31.47 A Faculty Member who teaches an extra course or courses or equivalent in any standard or non-standard teaching format as provided for in Clause 3.29, and any Librarian or Coordinator teaching a course or courses or equivalent in any standard or non-standard teaching format, shall have the choice of being paid $4353 for each course or equivalent or receiving a future remission in teaching equivalent to the extra teaching carried out. An ASM who is being considered for assignment of an extra course or courses or equivalent shall advise the University of his or her compensation choice, at which time the University shall have the option of seeking an alternative teacher. Effective September 1, 2010, the rate shall be adjusted to $4527. Effective September 1, 2011, the rate shall be adjusted to $4708. Effective September 1, 2012, the rate shall be adjusted to $4896.

31.48 The University may, in special circumstances, pay ASMs more than the amounts specified in Clause 31.47 but only with the prior written agreement of the Association.

31.49 An ASM who takes on extra teaching in accordance with Clause 3.32 and teaches less than a full course shall be remunerated on a pro rata basis.

31.50 An ASM who teaches a Laboratory Course in accordance with Clauses 31.47, 31.48 or 31.49 and who elects to receive remuneration rather than future teaching remission shall be paid an additional $1,000 per course.

Distance Education

31.51 Effective May 1, 2010, an ASM who delivers a Distance Education course when extra to the assigned teaching, shall be remunerated in accordance with Clause 31.47.

Stipends for Administrative Duties

31.52 The following stipends shall be paid to ASMs appointed to the following positions:

(a) Grenfell College Programme Chairs shall:

(i) be paid $900 per annum; and

(ii) receive teaching remission of at least two (2) courses if either: (a) the total number of students declared as Specialization or Honours students in the College Degree Programme is greater than fifty-nine (59) or (b) the number of Full Time Equivalent Faculty and Staff in the Programme is six (6) or more; or

(iii) if neither condition (i) nor (ii) in Clause 31.52(a) is satisfied, receive teaching remission of one (1) course if the total number of students declared as Specialization or Honours students in the College Degree Programme is greater than twenty (20) and less than sixty (60), or the number of Full Time Equivalent Faculty and Staff in the Programme is at least four (4) but fewer than six (6).

(iv) For the purposes of Clauses 31.52(a)(ii) and 31.52(a)(iii), the expression "Full Time Equivalent Faculty and Staff" shall refer to the sum of the number of Faculty Members who, when teaching the norm, are required to offer the Programme and one-half the number of support staff required for the Programme. If a course is required by more than one (1) Degree Programme, the "Full Time Equivalent Faculty and Staff" corresponding to that course shall be apportioned to the Degree Programmes so that the total is equal to the "Full Time Equivalent Faculty and Staff" that would be required to teach the course in a single Degree Programme. In case of a disagreement in these calculations, an *ad hoc* committee consisting of the Vice-Principal (Academic) and two (2) elected ASMs from the College, not members of the College Programme Units concerned, shall provide a resolution.

(v) College Programme Unit membership, as defined in Clause 28.08, shall not be used to determine course remission.

(b) Programme Coordinators, and First-Year Coordinators -$900 per Active Semester

(c) Deputy Heads - $3000 per Annum.

(d) Library Division Heads - $3000 per Annum

BENEFITS

Professional Development and Travel Expense Reimbursement Fund

31.53 The University shall provide Professional Development and Travel Expense Reimbursement (PDTER) for each regular term appointment, tenure track or tenured ASM and permanent Coordinator who is employed as of April 1 at this University.

31.54 The ASM shall be reimbursed only for qualifying expenditures which are related to his or her research and professional development or for the purpose of subsidizing the reasonable and necessary costs of travel of ASMs associated with their teaching, professional or research interests. The Administrative Head shall approve the expenditures using the criterion of whether or not the expenditure contributes to

the professional development of the ASM so the ASM can better serve the University and its students. Qualifying expenditures are limited to:

(a) books, subscriptions, equipment, computer software, instruments, materials or supplies which shall remain the property of the University;

(b) travel, accommodation, or cost of supplies directly related to meetings or research activities including field trips not covered by other University funds;

(c) registration fees for scholarly conferences;

(d) page and reprint charges or costs incurred in the preparation and completion of scholarly manuscripts;

(e) academic association memberships;

(f) travel and accommodation of students supervised by the ASM to attend scholarly conferences and conduct research.

31.55 ASMs are expected to seek travel funds through grants or other external sources of funding to support travel to conferences and other proposed travel. The University shall provide supplementary funds.

31.56 Each fiscal year (April through March), expenses of up to $1600 per year (plus any carryover amounts as per Clause 31.58) incurred during the fiscal year may be claimed by each eligible ASM. An ASM shall be reimbursed for qualifying expenditures only upon the written request of the ASM to the Administrative Head.

31.57 Only two (2) non-travel related PDTER requests may be made in a fiscal year. Requests for reimbursement for travel expenses shall be in accordance with the University's policy, Travel – General, in effect April 1, 2007 or subsequent Guidelines, whichever is most advantageous to the ASM. All claims shall be reimbursed within (30) days of the date the claim is submitted unless the claim is submitted between February 1 and April 30.

31.58 An ASM may carry forward up to two years PDTER entitlement to a maximum entitlement of three years at any one time.

31.59 An ASM hired after April 1 in a fiscal year shall receive an amount prorated for the period employed in that fiscal year.

31.60 An ASM hired as a regular term appointment and whose contract spans more than one (1) fiscal year, shall have the PDTER pro-rated for the duration of his or her appointment in each fiscal year. The PDTER shall not exceed $1600 in any twelve (12) month period.

31.61 An ASM on Special Leave Without Pay for a full fiscal year shall not receive a PDTER in that fiscal year.

31.62 All claims for PDTER shall be submitted before resignation or retirement, or termination of a contract.

Professional Development and Travel Fund - Teaching Term Appointments (12 months or longer)

31.63 The University shall provide an annual Professional Development and Travel Fund (PDTF) of $800 for each ASM appointed to a Teaching Term for a minimum term of 12 months for uses associated with their teaching. On written request of the ASM, the Administrative Head shall approve the expenditures using the criterion of whether or not the expenditure contributes to the professional development of the ASM so the ASM can better serve the University and its students. Qualifying expenditures shall include:

(a) books, subscriptions, equipment, computer software, instruments, materials or supplies which shall remain the property of the University;
(b) travel, accommodation, or cost of supplies directly related to teaching activities including

field trips not covered by other University funds; and

(c) registration fees for scholarly conferences.

31.64 All claims shall be submitted before resignation or retirement, or termination of a term appointment and ASMs may not carry forward any unused balance to subsequent term appointment(s).

31.65 An ASM whose contract spans more than one (1) fiscal year, shall have the PDTF pro-rated for the duration of his or her appointment in each fiscal year. Travel expenses shall be in accordance with the University's policy, Travel – General, in effect April 1, 2007 or subsequent Guidelines, whichever is most advantageous to the ASM.

Credit Courses

31.66 An ASM may register for or audit one (1) credit course at the University during each semester.

31.67 Financial assistance is limited to the cost of University tuition fees for the course.

Moving Expenses

31.68 An ASM who is newly appointed or transferred shall receive up to one-way economy air fare plus transportation costs to the airport for himself or herself and for his or her spouse and children from his or her place of residence prior to appointment or transfer to his or her normal place of employment as defined by the University. If the ASM travels by private motor vehicle, or by other than the most direct route, he or she shall be reimbursed the actual cost of travel up to the amount of economy class air fare. Vouchers covering travel expenses must be produced when the reimbursement is claimed.

31.69 For an ASM appointed to a tenured or tenure-track appointment or to a term appointment of two (2) years or longer, the University shall pay a minimum of seventy-five (75) percent of the cost of moving his or her household and professional goods and effects, by surface freight from the then place of residence to the normal place of employment as defined by the University. Reimbursement will be made in accordance with the University's Travel - Relocation and Removal Procedure in effect December 11, 2008. The cost of moving all scholarly and technical books, and technical equipment relevant to the ASM's scholarly activity, shall be reimbursed. Signed authorization from the Vice-President (Academic) for the moving of any technical equipment shall be secured before the move is authorized. Should the University adopt practices on household removal more advantageous to the ASM than those in effect on December 11, 2008, the more favorable practices shall apply.

31.70 The University shall pay living expenses incurred by the ASM and his or her family for one (1) day at his or her then place of residence and for up to six (6) nights upon arrival at the normal place of employment as defined by the University.

31.71 An ASM who received reimbursement under Clause 31.69 and who voluntarily fails to complete two (2) years of service with the University from the date of initial appointment must repay one-half of the amount that was expended by the University on his or her movement to, and settlement in, the normal place of employment as defined by the University.

Insured Employee Benefit Plans

31.72 All insurance benefit plans in place at the time this Collective Agreement is signed shall remain in force on the current cost-sharing basis. The benefit plans shall include the following:

Basic Life Insurance;
Optional Life Insurance;
Basic Accidental Death and Dismemberment;
Voluntary Accidental Death and Dismemberment;
Health Insurance;
Dental Insurance;
Long Term Disability.

31.73 Except when an urgent decision is necessary, or when the insurer is late providing documents, when decisions about insured employee benefit plans or the pension plan which have financial implications for ASMs are to be made by the Board of Regents, the information relevant to those decisions shall be circulated to the members of the Employee Benefits Committee or the Pensions Committee, as

appropriate, at least twenty (20) days in advance of the Board meeting at which the decisions are scheduled to be made. ASMs who are members of these committees shall undertake not to unnecessarily delay the business of the committees.

31.74 The University shall provide ASMs with a printed message on the envelope containing the deposit notification or pay cheque indicating that detailed information concerning the benefit plans are on the Human Resources web site, along with the specific URL address. The University shall also direct Human Resources to provide the equivalent information in the form of a printed booklet to newly-hired ASMs.

31.75 The University shall provide each ASM with a list of bi-weekly premiums for insured benefit plans as changes occur.

31.76 Prior to an ASM traveling on University business for a duration of sixty (60) calendar days or less he or she may apply, through the Director of Financial and Administrative Services, for approval to purchase additional medical insurance at the University's expense.

Article 32
DISTANCE EDUCATION

32.01 The University shall not use Distance Education courses in a way that undermines the on-site offerings of the St. John's or Grenfell College campuses.

32.02 Distance Education courses shall only be created in accordance with the procedures established by the University Senate.

32.03 When the University has commissioned the development or major revision (about thirty-five (35) percent) of a course in Distance Education, by granting course remissions, by making special payments, or by otherwise specifically providing for it, the ASM(s) who develop the course materials in accordance with a Distance Education Contract may be assigned the teaching of that course as a part of the normal teaching assignment.

32.04 ASMs who develop course materials for a Distance Education course in accordance with a Distance Education Contract shall be remunerated at an amount agreed between the ASM and the University, such amount equal to or greater than a one course equivalent (prorated where courses are jointly developed by ASMs) as defined in Clause 31.47.

32.05 ASMs who develop course materials for a Distance Education course in accordance with a Distance Education Contract shall hold the copyright to the content that was created by the ASM. Copyright will be held jointly by the ASM and the University where the content is created jointly through the provision of the following services:

(i) creating new and unique visual and/or auditory representations of existing ideas (e.g. videos, graphics, narration, animations with or without audio);
(ii) creating new interactive learning activities, tutorials or simulations.

32.06 Notwithstanding Clause 32.05, sole or joint copyright shall be subject to the following conditions:

(i) The University shall have a royalty-free license to use course materials within the University for a period not to exceed five (5) years.

(ii) During the period of the royalty free license, an ASM shall retain the right to use all or part of the course material over which he or she has joint copyright for teaching within the university or in an academic publication.

(iii) The University shall be entitled to use all or part of the course materials in a digital objects repository. Copyright holders of materials placed in such repository shall retain their copyright but allow others to copy, display and perform verbatim copies of the materials, provided such persons credit every use and do not use the materials for derivative works or commercial purposes without the copyright holders' consent.

32.07 ASMs who develop course materials for Distance Education in accordance with a Distance Education contract shall have the first opportunity to teach the course through distance delivery for a period of twelve (12) months or for the first two (2) offerings, whichever is longer.

32.08 Effective May 1, 2010 an ASM who delivers a Distance Education course when extra to the assigned teaching, shall be remunerated at the rate set for an extra course or courses or equivalent as defined in Clause 31.47.

SIGNATURE PAGE: *http://www.mun.ca/munfa/Sigpage.10-13.pdf*

(Note: for the links to the Appendices, please refer to the Table of Contents.)