

**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 Staff Member in Cooperative Education or Field Education” (ASM-CFE) are ASMs appointed to the classification of ASM-CFE I or ASM-CFE II.
  - (c) “Academic Unit” shall mean an Academic Department, research unit, School, non-departmentalized Faculty, Faculty of Medicine Division, the Fisheries and Marine Institute, the Student Wellness and Counselling Centre, or the University Library, to which one (1) or more ASMs have their primary or sole appointment. For Counselling Faculty Members at Grenfell Campus who are not members of a School, the Academic Unit shall be Grenfell Campus. For Faculty Members in the Faculty of Medicine who are not members of a Division, the Academic Unit shall be the Faculty.
  - (d) “Academic Year” runs from September 1 to August 31.
  - (e) “Act” shall mean *An Act Respecting The Memorial University of Newfoundland*, c. M-7, R.S.N. 1990, as amended.
  - (f) “Administrative Head” shall mean the head of an Academic Department, 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 24.10. For Counselling Faculty Members in St. John’s, the Administrative Head shall be the Director of Student Wellness and 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 Vice-President (Marine Institute) Academic and Student Affairs. For Counselling Faculty Members at Grenfell Campus, the Administrative Head shall be the Vice-President (Grenfell Campus).
  - (g) “Association” shall mean the Memorial University of Newfoundland Faculty Association (MUNFA).
  - (h) “Basic Annual Salary” shall be the annual salary as determined in Article 32. It shall not include payment for extra duties nor stipends.
  - (i) “Board” shall mean the Board of Regents of the University.
  - (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) “Counselling Faculty Member” shall be an ASM whose primary appointment and functions are in the Student Wellness and Counselling Centre, or in the case of Grenfell Campus who is specifically appointed as a Counsellor, and who also holds the rank of Lecturer, Assistant Professor, Associate Professor, or Professor.
- (l) “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.
- (m) “Day” shall mean a weekday when the University is open for the transaction of administrative business, unless otherwise stipulated in this Collective Agreement.
- (n) “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.
- (o) “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).
- (p) “Grenfell Campus” shall be Grenfell Campus, Memorial University of Newfoundland.
- (q) “Grenfell Campus 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 Grenfell Campus Programme Unit. In addition, a Grenfell Campus Programme Unit may include any other ASM in accordance with Clause 29.08.
- (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 their behalf.
- (v) “President of the Association” shall mean the President of MUNFA or any ASM or employee of MUNFA authorized to act on their behalf.
- (w) “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.
- (x) “Shall” means that the action is mandatory.

- (y) “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.
- (z) “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.
- (aa) “University” shall mean the Memorial University of Newfoundland as defined in the Act.
- (bb) “University Librarian” shall mean the University officer responsible for the administration of the University Library.
- (cc) When a word in the singular number is used in this Collective Agreement, it shall be construed as if the plural number has been used and vice-versa where the context requires.
- (dd) “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.
  - (c) The Program Manager, (Co-operative Education Coordinator), Faculty of Engineering and Applied Science (now known as Director, Cooperative Education Office, Faculty of Engineering and Applied Science) is 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 they had been a member continuously throughout the duration of such an

appointment. 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, during any leave from that administrative appointment in the course of that appointment, or prior to an immediate reappointment, not become a member of the bargaining unit.

- 1.10 The appointment, review, promotion and tenure of persons to or in excluded positions shall be in accordance with *Memorial University of Newfoundland Procedures Governing the Appointment, Review, Promotion and Tenure of Academic Administrators* dated April 2, 2014.

### **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 making recommendations to the Administrative Head, extensions to the time deadlines specified in this Collective Agreement shall be outlined in a Memorandum of Understanding with the Association.

### **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 Grenfell Campus.
- 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 Upon request, the Association shall receive a reduction in the annual assigned teaching load, or with their consent, an equivalent reduction in non-teaching duties, for officials of the Association equivalent to a total of seven (7) course remissions. The Association shall inform the Provost & Vice-President (Academic) of the names of the individuals receiving reduction in annual assigned teaching load 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 Provost & 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 their 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 Grenfell Campus.

#### **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 Provost & 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 in printed and Excel-compatible electronic format of names 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. Title of administrative position
    5. Employee class code
    6. Academic rank
    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. Gender, if declared
  - (b) On a bi-weekly basis, a list in printed and Excel-compatible electronic format of names of all persons in the MUNFA bargaining unit, together with the following information for each:
    1. Employee identification number and Banner identification number
    2. Employee's email address

3. Department
  4. Department code number
  5. Academic rank and administrative role (where applicable)
  6. Employee class code
  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. Gender, if declared
  16. Basic Annual Salary
  17. Leave status code
  18. Leave starting date
  19. Leave return date
  20. Bi-weekly MUNFA dues deducted
  21. MUNFA dues deducted for year to date
  22. Separation code
  23. Separation date
  24. Start and end date of current regular term and teaching term ASMs.
- (c) In addition to the items provided under Clause 1.30(b), the following will be provided bi-weekly 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) Minutes of the University Pensions Committee and the Employee Benefits Committee and audited and other Reports concerning the pension and benefit plans.
- (e) Copies of the letters of appointment of ASMs issued after the date of signing of this Collective Agreement.
- (f) No later than December 31 of each year, a list of ASMs assigned teaching remissions and variations from teaching norms in each Academic Unit in the previous Academic Year.
- (g) No later than December 31 of each year, a list of candidates for extension of tenure-track appointment, tenure, and promotion in each Academic Unit in the previous Academic Year.
- (h) No later than December 31 of each year, a list of all courses taught by per-course instructors in each Academic Unit in the previous Academic Year.

#### **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 in force at the time the grievance was filed.
- 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 October 30, 2014, 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 in force at the time the grievance was filed.

#### **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, 2020 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 their 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, intimate, financial, or other close relationship. A conflict of interest may be real, perceived or potential.

- (a) A real conflict of interest exists when an ASM has a private interest that is known to them and the private interest has a connection with the ASM's university duties or responsibilities that is sufficient to influence the exercise of those duties or responsibilities.
  - (b) A perceived conflict of interest exists when there is a reasonable apprehension, which reasonably well informed persons could have, that a conflict of interest exists.
  - (c) A potential conflict of interest is one that may develop into a real or a perceived conflict. The potential for conflict exists as soon as the ASM can foresee that they have a private interest that may be sufficient to influence the ASM's duties or responsibilities.
- 1.43 The ASM shall inform the Administrative Head at the earliest convenient time when a real, perceived or potential conflict is discovered so that it may be allowed and managed or disallowed, and any decision recorded appropriately. The Parties recognize that an ASM may not be aware that a real, perceived or potential 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).
- 1.44 When the University determines that a real, perceived or potential conflict of interest cannot be allowed and managed, the University shall require an ASM to resign from a committee or remove themselves from the conflicting situation.

**PERSONAL FILES**

- 1.45 In this Article the word "file" means the official personal file.
- 1.46 The file, which shall be the file of record, shall be maintained by and located in the Department of Human Resources.
- 1.47 The file of an ASM at Grenfell Campus shall be made available to them in the Office of the Vice-President (Grenfell Campus) no later than the second day following their request to view the file.
- 1.48 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**

- 1.49 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; and,
  - (e) Correspondence and other documentation respecting professional development and achievement.
- 1.50 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.
- 1.51 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 11.10 - 11.16 and 12.11 - 12.12.



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- 1.52 An ASM shall receive an inventory of the confidential materials in their file upon written request to the Director of Human Resources, such an inventory to include the date and topic of the confidential material.
- 1.53 Only the ASM, their Administrative Head, the Dean to whom the Head reports, the Provost & Vice-President (Academic), Vice-President (Grenfell Campus) 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 their file; and to add to the file any documents that they consider 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.
- 1.54 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 1.51.
  - (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.

- 1.55 The official documents constituting the file shall be the paper originals or, in the event the original document is received in facsimile or in electronic form, an accurate paper copy.
- 1.56 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 (including notifications requesting changes to payroll deductions; notifications regarding administrative changes such as banking adjustments; and notification of address and name changes) copied into the electronic data base but which may be stored in paper form in the Department of Human Resources
  - (c) Letters of reference, parts of which, in accordance with Clause 1.63, 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 their delegate. These are not copied into the electronic data base and are stored in paper form in the Department of Human Resources.
- 1.57 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.
- 1.58 An inventory of documents in classes (a), (c) and (d) in Clause 1.56 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 (d) shall be coded to conceal the topic.
- 1.59 In normal circumstances, the ASM shall receive a copy of the inventory for their file within one (1) day of requesting it from the Director of Human Resources.

- 1.60 An ASM may view the contents of their file either by computer access to the electronic data base or in paper form as determined by the Department of Human Resources.
- 1.61 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.
- 1.62 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 grievance 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.
  - (e) The ASM shall be notified in writing when discipline is removed from their personal file.

**ACCESS TO THE FILE**

- 1.63 The ASM, or their duly authorized representative, shall have the right to examine the contents of their 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 their 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 their designated representative, or the Vice-President (Grenfell Campus), or their designated representative.
- 1.64 The ASM may, on written request, obtain a copy of any document to which they have a right of examination, on a cost recovery basis. For documents that have not been copied to the ASM, they shall be entitled to one (1) copy at no cost.
- 1.65 The ASM may at any time submit their 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 their curriculum vitae.
- 1.66 Neither the file nor any of its contents shall be made available to any person or institution other than the ASM, their duly authorized representative, their 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.
- 1.67 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 they have seen the file and the date.
- 1.68 Medical information concerning an ASM shall not be made available to any person except on a need-to-know basis.