
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) scholarly activity as set out in Clause 3.03;
- (c) academic service, within the University and the appropriate academic/professional organizations within the community.

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. Each Faculty Member shall have the right to inform students that personal electronic devices shall not be used in a manner that disrupts teaching.
- (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 harassment and 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 3.19 - 3.33, the following two categories shall constitute approximately equal proportions of a Faculty Member's work:
 - (i) undergraduate and graduate teaching;
 - (ii) research, scholarship and critical, creative, professional or developmental work which may include 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.

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 their 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 their teaching assignments. These assignments shall be fair and equitable when viewed over a two (2) year period.

Grenfell Campus

- 3.12 (a) Each Programme Chair of a single discipline Programme Unit at Grenfell Campus, shall indicate the courses that ought to be offered in the upcoming Academic Year and shall consult with the Faculty Members in their 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 Dean on the course offerings and the assigning of individual teaching responsibilities in their Programme.
- (c) For an interdisciplinary Programme Unit, the Dean 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 Dean 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) Deans with responsibility for course assignments to Faculty Members at Grenfell Campus who are not in Programme Units, shall follow the procedure listed for 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) The Academic Unit in which the teaching is to be carried out;
- (i) Assistance of graduate students or colleagues in the teaching of courses;

- (j) Additional hours of preparation required for a new course;
- (k) The amount of intern, clinical, research, thesis, and other academic supervision of undergraduate and graduate students;
- (l) Responsibility for the supervision of laboratory work as part of the scheduled courses;
- (m) The abilities and scholarly competence of each Faculty Member;
- (n) The number of years of university teaching experience of each tenure-track Faculty Member in their 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, or Associate Vice-President (Marine Institute) Academic and Student Affairs, shall determine the teaching norm for the Academic Unit, following consultation with the Department Head when the Academic Unit is in a departmentalized Faculty. In all cases, the Administrative Head shall have previously sought the formal advice of the Faculty Members in the Academic Unit. The teaching norm shall be a minimum of four (4) and a maximum of five (5) 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 or Director 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, 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, or School, 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, or School, or Department shall re-determine course equivalencies in the following manner:
 - (i) If the equivalencies had previously been established by Faculty or School, a Special Committee shall be struck within the Faculty or School, within one hundred (100) days of the date of signing

of this Collective Agreement in order to re-determine 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 or School and two (2) Faculty Members appointed by the Dean or Director. After receiving the Report of the Special Committee, the Dean or Director shall determine the course equivalencies as recommended in the Report of the Special Committee within ten (10) days of the receipt of the Report of the Special Committee. 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.

3.18 If the Parties formally agree in writing to the Report referenced in the Memorandum of Understanding, to determine universal principles of course equivalencies and standard course equivalencies, at the University, in Appendix J, the language in Clause 3.16(a) and 3.17 shall be null and void.

VARIATIONS FROM THE TEACHING NORM

3.19 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 their work devoted to teaching may be increased by up to two (2) courses or equivalent above the teaching norm for their Academic Unit. The Administrative Head shall consult with the Faculty Member before increasing the amount of teaching.

3.20 (a) Notwithstanding Clauses 3.07 - 3.19, upon a declaration of anticipated financial exigency, the Dean, Director, or Associate Vice-President (Marine Institute) Academic and Student Affairs of each Faculty or School shall strike a Special Committee to consider temporary increases in teaching workload of one (1) course for all Faculty Members in that Faculty or School. 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 Vice-President (Marine Institute) Academic and Student Affairs, or Director. 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 or School. The Special Committee shall also meet with the Dean, Director or Associate Vice-President (Marine Institute) Academic and Student Affairs of the affected Faculty or School.

- (c) The Dean, Director, or Associate Vice-President (Marine Institute) Academic and Student Affairs, following a special meeting with the members of the Faculty or School, shall make representation to the Special Committee when they believe that such a temporary increase is required. The Special Committee shall evaluate this claim and submit its written Report to the Dean, Director, or Associate Vice-President

(Marine Institute) Academic and Student Affairs within twenty (20) days, and at the same time, circulate the Report to the Faculty Members of the Faculty or School.

(d) The Dean, Director, or Associate Vice-President (Marine Institute) Academic and Student Affairs 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 or School.

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

3.21 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 3.26. 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.

3.22 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.

3.23 Tenure-track Faculty Members who have not previously held a tenure-track appointment at a university shall be assigned one (1) less course than the teaching norm for their Academic Unit during the first two (2) years of their tenure-track appointment.

3.24 Clause 3.23 shall apply to those Faculty Members hired under Clause 11.05 of the MUN/MUNFA Collective Agreement. The course remissions permitted under Clause 3.23 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.

3.25 (a) Faculty Members whose duties and responsibilities are set out in Articles 5, 6 and 25 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.

3.26 In each Academic Year, every Faculty or School 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 or School. 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 or School 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 or School.

(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 or Director of the applicant's Faculty or School 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 or Director informs applicants of their decisions regarding course remissions, the Dean or Director shall circulate to all Faculty Members in the Faculty or School, the names of the successful applicants for the course remissions under this Clause.
- 3.27 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 their consent in writing;
 - (c) the Dean or Director approves in writing with a copy to the ASM's assessment file.
- 3.28
- (a) All variations from the normal pattern of work shall be made in writing with a copy to the ASM and 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.
- 3.29 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 their appointment provided the Faculty Member is competent to teach in the other Academic Unit and the teaching duties are assigned or approved by their Administrative Head. Neither the Faculty Member nor the Administrative Heads shall unreasonably withhold their consent. Teaching duties carried out in Academic Units other than the one in which the Faculty Member holds their appointment shall be credited to the Faculty Member's teaching norm as follows:
- (a) In the case of Faculty Members teaching undergraduate or graduate courses, the Faculty Member shall be entitled to the addition to their teaching norm for that Academic Year the course equivalent assigned to that specific course by the Academic Unit responsible for the course;
 - (b) In the case of Faculty Members engaged in graduate supervision, the Faculty Member shall be entitled to the addition to their teaching norm for the appropriate Academic Year(s) the course equivalent for that assignment derived from the course equivalencies from their appointed Academic Unit;
 - (c) For Faculty Members from Grenfell Campus engaged in graduate supervision, the Faculty Member shall be entitled to the addition to their teaching norm for the appropriate Academic Year(s) the course equivalent for that assignment derived from the course equivalencies from the St. John's Campus Academic Unit that most closely matches their Grenfell Campus Discipline.
- 3.30 From time to time, and following their 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 as per Clause 32.31.

- 3.31 The extra teaching referred to in Clause 3.30 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 they are not required to participate in laboratory section(s), such laboratory teaching shall not be classified as extra teaching for the purposes of Clauses 3.30 and 3.31.
- 3.32 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 their 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.
- 3.33 Arrangements for additional teaching duties under Clauses 3.30 and 3.31 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

- 3.34 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 Grenfell Campus 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.
- 3.35 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.
- 3.36 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 Clause 32.49.
- 3.37 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 their 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.
- 3.38 The supervision of students registered in undergraduate or graduate thesis work, or laboratory work outside of course work, and including advanced, directed and independent or individual research projects, and professional and clinical training outside of course work 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.
- 3.39 After the start of a course a Faculty Member shall not be removed from the course, except in accordance with this Collective Agreement.
- 3.40 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.