

# Agreement Between

**UNIVERSITY OF CALIFORNIA Ø UNIVERSITY OF CALIFORNIA**

[www.smu.ca](http://www.smu.ca)

**and**

**UNIVERSITY OF CALIFORNIA Ø UNIVERSITY OF CALIFORNIA  
FACULTY UNION**

[www.smufu.org](http://www.smufu.org)

**September 1, 2022**

**to**

**August 31, 2025**



w ä s ä v y





















## **PARTIES TO THE AGREEMENT**

This Agreement, hereinafter referred to as the “Agreement,” is entered into this April 24, 2023, by and between Saint Mary's University, a body corporate, incorporated under the laws of the Province of Nova Scotia, hereinafter referred to as the "Employer" and the Saint Mary's University Faculty Union, hereinafter referred to as the "Union".



- iii) "Faculty of Education".
- iv) "Faculty of Science", which at present consists







### 3.5

The Union agrees and shall indemnify and save harmless the Employer from any liability or action of any kind whatsoever that may arise out of deductions made from the pay of any Employee pursuant to 3.2 hereof.

## **ARTICLE 4.0                   EMPLOYER-UNION BARGAINING RELATIONS**

### **4.1           REPRESENTATION**

- (a) The Employer shall not bargain with or enter into any agreement with a member or group of members of the bargaining unit other than those designated by the Union, provided, however, that so long as the salary floors of the Agreement are adhered to, the Employer may bargain with individual Faculty Members or Professional Librarians with respect to an upward adjustment of salary levels.
- (b) The Employer shall notify the Union and provide a rationale of any upward adjustments in a Faculty Member's or Professional Librarian's individual salary in excess of that provided in Article 16.0.
- (c)

#### **4.4 UNION ACTIVITIES**

The Employer shall allow the Union to hold meetings and to sponsor educational functions such as lectures, seminars, and workshops for members of the Saint Mary's

## 4.8

In the event that the full teaching capacity of the authorized full time faculty allotment



**ARTICLE 6.0 NO STRIKES OR LOCK-OUTS**

**6.1**

It is agreed that there shall be no strike, work stoppage, or lock-out, as defined by the Nova Scotia Trade Union Act, unless all the requirements, conditions and limitations specified in the said Act are adhered to.

**6.2**

In the event that any employees of Saint Mary’s University, other than those covered by this Agreement, engage in a lawful strike or are locked-out, Employees covered by this Agreement shall not be required to perform work normally done by such striking/locked-out employees.

**ARTICLE 7.0 VALIDITY**

**7.1**

All provisions of the Agreement are subject to applicable laws now or hereafter in effect, including Saint Mary's University Act, 1970. If any proclamation, regulation, federal or provincial law now existing or hereafter enacted shall invalidate any portion of the Agreement, the remainder of the Agreement shall not be invalidated.

**7.2**

The Employer shall exercise its management functions in a manner that is reasonable and which recognizes the importance of maintaining a climate in which Employees can effectively carry out their responsibilities.

**7.3 ACADEMIC GOVERNANCE AND COLLEGIALITY**

**7.3.1**

The Employer acknowledges the right of Employees to participate in the formulation and/or recommendation of policies and procedures within the University through duly constituted collegial bodies and committees. The continued involvement and participation of Faculty Members and Professional Librarians in the selection of senior academic administrators0 (iesn9>-98(a)4c2(oye)4put97 al

**7.3.3**

Employees have a right to vote in Department and Faculty meetings except where there is a personal conflict of interest as specified in Article 15.3.30 or elsewhere restricted in this Collective Agreement.

**7.3.4**

Any policies affecting Employees introduced by the Employer and the

Such responsibility implies the right to investigate, speculate and disseminate knowledge. This responsibility does not confer legal immunity, nor does it diminish the responsibility of Librarians to meet their contractual obligations to the University. Professional Librarians shall not be hindered or impeded in any way by the University or the Union from exercising their legal rights as citizens. Professional Librarians are entitled, regardless of prescribed doctrine, to freedom in carrying out their professional responsibilities, freedom of discussion, and freedom from institutional censorship. In exercising their academic freedom, Librarians have a responsibility to respect the academic

#### **8.4.11 Scholarship**

Faculty Members are entitled and expected to engage in scholarship (as defined in Article 1.1(n)), to show scholarly integrity therein, and to disseminate the results of their scholarship or exhibit the results of their creative work. It is the responsibility of the Employer to provide reasonable resources for the conduct of scholarly activity and its dissemination.

#### **8.4.12 Service to the University, the Profession and the Community**

- (a) Faculty Members have the right and the responsibility to participate in the functioning of their Departments, Faculties, and the University. Faculty Members also have the right to participate in the Faculty Union. Service to the University shall include, but not be limited to, administrative duties and committee service, where relevant, that is related to each of these units. Where participation in such bodies is by election or appointment, a Faculty Member shall be elected or appointed only with their consent. Those who have the responsibility to make such appointments shall make every effort to ensure that academic, professional and University service commitments are equitably shared.
- (b) Faculty Members have the right and responsibility to participate in their profession, and academic community through active membership on appropriate bodies, such as councils, committees, Senate, editorial boards, and as referees for the evaluation of scholarly work.
- (c) Community Service includes participation in activities and organizations outside the University where the Faculty Member's academic, professional, teaching and/or research interests and competencies form the basis for such participation.

#### **8.4.13 Annual Report of Activities - Faculty Members**

- (a) Each Faculty Member shall submit an electronic copy of an annual report of Activities to their Chairperson, by October 15<sup>th</sup> of each year with the exception of probationary appointees who shall report in compliance with 10.1.12 and Faculty Members on approved leave who shall submit their annual report no later than thirty (30) days upon return from approved leave. The Chairperson shall make a copy immediately available electronically to all Department members and invite them to review and comment on the reports by November 15. The Chairperson shall summarize any comments that may be received and submit them to the Dean together with their own comments along with a copy of the reports by November 30. The Dean shall forward one copy of all annual reports for their faculty together with the Dean's comments to the Vice President, Academic and Research. A copy of the Dean's comments shall be sent to each Faculty Member and to their Chairperson. The Annual Report shall include a statement of activities for the previous September 1 to August 31 period





- x Research grants and contracts awarded, name of granting body, research title, amount awarded and the date awarded, and indication of peer review;
- x Graduate degrees awarded or graduate studies in progress, and the expected date of completion, university, and title of thesis;
- x Courses, workshops, or seminars completed;
- x Awards and other honours received.

In describing their scholarship in their annual reports, Faculty Members shall use the citation or referencing system that is appropriate to their discipline. That information must include, however, the list of authors in the order that they appear in the publication, the date of publication, the title of the publication, the journal title in full (not abbreviated), the volume number and both the start and finish page numbers. In the case of books, the Faculty Member should indicate the name and location of the publisher; for book chapters the Faculty Member should also include the title of the chapter and the page number and the names of the editors and the title of the book in which the chapter is contained. If any of the above are listed as being submitted or in press, give name of journal or book, the date of submission (month and year), and if accepted give date of acceptance (month and year). If any of the above are electronic publications, give the URL for the publication.

**Service**

- x departmental, Faculty, Senate, Board, Faculty Union and other University activities;
- x c

Report shall include a statement of activities for the period from the previous September 1 to August 31, excepting for periods of approved leave. The dates of the leave period shall be stated in the Annual Report. The Annual Report will be kept in the Librarian's official file.

(b) The Annual Report for Librarians shall include the following information:

constitutes a violation. In no case, will these services be used by Employees for commercial reasons except with permission of the Employer.

- (e) As per 8.5(a) Employee files and personal communications, including those that are stored or transferred electronically on University computer systems, are private. The Employer reserves the right to monitor and access user accounts in order to maintain the integrity of the computer system in a secure and reasonable manner. Only authorized personnel in the performance of their employment duties may access and monitor the use of information technology

## **ARTICLE 10.0                    APPOINTMENT**

### **10.1                    APPOINTMENT ó FACULTY MEMBERS**

#### **10.1.10    Classes of Appointment**

Appointments shall be of seven classes:

- (a) Those that confer tenure;
- (b) Those that confer probationary status on the appointee, it being understood that during the course of their appointment the Faculty Member will become entitled to consideration for promotion, renewal and tenure according to the procedures stipulated in Article 11.1;
- (c) Those made for a contractually limited term, i.e.,
  - i)
    - (a) Faculty Members who would otherwise be qualified for appointment under (a) or (b) of this Article may be appointed to one or more limited-term appointments of up to a total of 36 months in order to staff vacancies due to leave, or temporary disability, or to replace Faculty Members who have been appointed to Academic Administrative positions. All limited term contracts shall include a course preparation period: up to 2 weeks for appointments of less than 8 months in duration, and up to 4 weeks for appointments of 8 months or longer; the preparation period shall not be included in the 36 months referred to above.
    - (b) Vacancies arising out of Faculty Members being appointed to Academic Administrative positions shall be staffed by appointments made under (a) or (b) of this Article if such Academic Administrative appointments last for more than six (6) years. No individual shall be appointed for more than two consecutive three (3) year limited-term appointments.
    - (c) Any Faculty Member who, following a limited-term appointment under the provisions of this clause accepts an immediately subsequent probationary appointment in the same Department shall have the option to be credited with the time spent in the limited-term appointment when being considered for renewal of the probationary appointment, for tenure, for promotion and for sabbatical leave. The Faculty

This decision shall be stated in the Faculty Member's letter of appointment (10.1.42).

- ii) Faculty Members who would otherwise be qualified for appointment under (a) or (b) of this Article may be appointed to a three (3) year limited-term appointment in order to staff allotments for new programmes, as provided for in Article 10.1.22 below, or to accommodate anticipated increases in enrolments or actual increases which appear to be of a purely temporary nature, as provided for in Article 10.1.23 below. If after two years, the new programmes prove viable, or the increase in enrolment appears likely to be of a continuing nature, appointments made under the provisions of this clause shall be deemed to have been initial probationary appointments and the provisions of Article 10.1.12 and 10.1.13 shall apply. The President concludes t



### **10.1.11 Tenure**

Tenure means



- i) Where increases in faculty allotments are contemplated, the Vice-President, Academic and Research shall notify all Departments of the number of new positions that are anticipated and invite formal submissions from Departments and recommendations from the appropriate Dean(s). Where downward adjustments are contemplated, the Vice-President, Academic and Research shall notify the Department(s) concerned and the Union and invite formal submissions from the Department(s) and recommendations from appropriate Dean(s). The Vice-President, Academic and Research shall consider Departmental submissions and the recommendations of Deans before arriving at a decision with respect to allotments and shall communicate their decision(s), with reasons, in writing to appropriate Chairs and Deans. The Vice-President, Academic and Research's decision shall be in accordance with the University's Academic Plan. The Vice-President, Academic and Research's final decision shall also be communicated to the President of the Union.
  
- (b) The Deans shall inform the Vice-President, Academic and Research and the Department Chairs of the existence of any vacancies or expected vacancies as soon as they become known. Vacancies shall be advertised in relevant Canadian academic and professional journals, including the CAUT Bulletin and University Affairs when published as well as in relevant non-Canadian academic and professional journals, where appropriate. Such advertisements shall be prepared by the Chairperson, approved by the Department, and forwarded to the Dean, together with a recommended list of publications in which the advertisement is to be placed. Should the Dean wish to change the advertisement, they will consult with the Department Chairperson regarding the change. In the event that the Chairperson disagrees with the Dean's changes, the Dean will forward the Chairperson's written comments on the changes along with the advertisement and the proposed list of publications to the Vice-President, Academic and Research for approval. The Vice-President, Academic and Research shall place the advertisements to appear as soon as possible, and shall, in addition, supply a copy of each advertisement to the University Appointments Committee and the President of the Union.
  - i) The responsibilities of the University Appointments Committee shall be to review the dossiers, which shall include the candidate's letter of application and curriculum vitae, at least three letters of reference, and recommendations from the Department and the Dean. These recommendations should include an explanation of why the recommended candidate is best suited for the position, and a clear rationale for the proposed



the Department. Members of the Department shall have the opportunity to provide comments to the Selection Committee.

- (h) The Selection Committee shall recommend a Candidate to the Department and following majority approval of the process and recommendation by those Departmental Members holding appointments under 10.1.10(a), 10.1.10(b), 10.1.10(c)ii) and 10.1.10(g), the Selection Committee, through its Chairperson, shall recommend a specific Candidate at a specific rank (including the year in rank in accordance with 10.1.30(b)v)), consistent with the criteria in Article 12.1 to the Dean with a rationale for the candidate's suitability for the appointment at that rank. The Committee in its recommendation may suggest a salary it deems appropriate and any special conditions for the appointment. The Chairperson of the Selection Committee shall also send the recommended Candidate's file to the Dean. Should the Dean question the Selection Committee's recommendations they shall meet with the Selection Committee to discuss their reservations. Following this meeting the Dean may make a separate assessment of the Candidate and forward it along with the Selection Committee's recommendation and the recommended candidate's file to the Academic Vice-President. The Dean may also forward to the Academic Vice-President their comments on the suitability of other Candidates who have applied for the position and in particular must comment on the Selection Committee's recommendation in the context of Articles 10.4.1 to 10.4.5. The Dean shall submit their recommendations and comments to the Academic Vice-President within five (5) working days of receipt of the Selection Committee report, except in cases where the Dean has questioned the Selection Committee's recommendation. In any case, the Dean shall submit their recommendation within ten (10) days of the receipt of the Selection Committee's report. The Dean shall forward copies of all their recommendations and comments regarding the appointment to the Department.
- (i) The Academic Vice-President shall convene a meeting of the Appointments Committee at least every ten (10) working days, unless no files are waiting for consideration. The Appointments Committee shall render its recommendation within seven (7) working days of the most recent meeting. Where circumstances warrant, the Academic Vice-President shall schedule a meeting of the Appointments Committee at the earliest opportunity.
- (j) The Academic Vice-President shall submit the Selection Committee's recommendation to the President accompanied by the written recommendations in the form of the minutes of the Appointments Committee meeting and the outcome of the vote, whether positive or

negative but not the vote count itself. Should the Academic Vice-President not be in receipt of written recommendations from the Appointments Committee within five (5) working days from the Appointments Committee meeting specified in 10.1.20(i), the Academic Vice-President shall submit their own written recommendation to the President and the reasons why the Appointments Committee failed to provide a recommendation.

- (k) The final decision on the appointment shall be made by the President, if practicable, within five (5) working days of receiving a recommendation from the Academic Vice-President.
  
- (l) The final decision on the appointment shall rest with the President. In the event the President initially rejects the recommendation of the University Appointments Committee, the President shall communicate their written reasons to the Department and the Dean and shall meet jointly with the Department and the Dean to discuss these reasons within ten (10) working days of receiving a recommendation from the Chair of the University Appointments Committee. Following this meeting, the Department and Dean may, within five (5) days of this meeting, submit to the President separate written responses and the reasons for it. Within five (5) working days of receiving such responses, the President shall communicate their

### **10.1.21 Part-Time Appointments**

a) Part-time appointments shall be made with the approval of the relevant Department/Program. In recommending a candidate for a part-time faculty position the Department/Program shall specify the area(s) of specialization and the course level the individual is qualified to teach. A copy of this recommendation will be sent to the candidate.

(b) The qualifications of part-time faculty being recommended by a Department/Program for employment in any of the degree programs of the university shall be reviewed by the Dean of the appropriate Faculty. The Dean shall advise the Department/Program within ten (10) days of receipt of the Department/Program's recommendation of their decision on the appointment. If the Department/Program and Dean agree on the appointment of an individual, their decision is final. If the Dean does not agree with the Department/Program's recommendation on the appointment then the matter shall be referred to the Appointments Committee.

(c) Qualifications, including area(s) of specialization and the course level a part-time faculty member is qualified to teach, shall be reviewed, after initial appointment, in accordance with the relevant collective agreement (CUPE 3912).

(d) Notwithstanding 10.1.21(b) and 10.1.21(c), faculty who hold probationary or tenured appointments at Canadian Universities that are members of Universities Canada shall be deemed to be qualified to hold a part-time appointment at Saint Mary's upon presentation of evidence of their probationary or tenured status at their home university and upon approval of the relevant Department/Program as specified in 10.1.21(a). The University reserves the right to verify the candidate's credentials.

### **10.1.22 New Programmes**

For the purpose of establishing new programmes on an experimental basis, the President may authorize allotments lasting for a period of three (3) years. Should the new programmes prove viable by the 31st of October of the third year of their existence, such allotments shall be made permanent. Should the programme not be viable, such allotments shall be abolished as of the 31st of October of the third year of their existence. Such new programmes shall be deemed to be established at the beginning of the academic year in which they are staffed. However, if the President concludes that two (2) years was insufficient to determine the viability of a new programme, such allotments may be continued to a maximum period of five (5) years from their initial authorization. At the end of four (4) years such allotments shall either be made



for renewal, promotion and tenure. The primary academic unit shall consider any evaluations of the employee from secondary unit(s) as part of its own evaluation of the Employee.

- (d) In those cases where a cross-appointment is made as part of an Employee's initial appointment to the University, the secondary academic unit shall be invited to meet with all

uncertain, the Selection Committee (Article 10.1.20(d)) shall be expanded to include one representative from each of the possible departments to which the prospective Faculty Member might be appointed. After the short list has been developed by the Selection Committee and approved by the relevant Dean(s), the Chairs of the Candidates' secondary departments shall be notified of the likelihood of a cross-appointment to their units. Candidates shall be invited to meet with the Interdisciplinary Program members and the department to which they are likely to be appointed according to the relevant provisions of Article 10.1.20. A candidate must receive a positive recommendation from the department to be cross-appointed to the department.

- (e) All Faculty Members who currently hold an existing appointment in an interdisciplinary program shall be cross-appointed to an academic department through the provisions of Article 10.1.24. The Interdisciplinary Program shall remain the primary unit of the Faculty member and the department shall be the secondary unit. In no case shall the cross-appointment of a Faculty Member to a department be counted as part of the department's allotment (Article 10.1.20(a)). For greater clarity, this means that any vacancies in the department shall not be considered to be filled by the cross-appointment.



6. The appointment procedures specified in Article 10.1.20 shall apply to the appointments made to the Lecturer Stream except that Lecturer Stream positions need not necessarily be advertized in the national media.
7. Evaluation of candidates shall be based solely on the requirements of the prospective position. The candidate who is clearly the best qualified shall be recommended, but when candidates are judged to be equally qualified, the best qualified candidate holding a part-time faculty appointment (Article 10.1.21) shall be recommended for the Lecturer Stream appointment.
- 8.



15. Lecturer Stream faculty shall receive the annual salary applicable to their place on the Salary Scales attached and forming part of this Agreement as Schedule "A3".

**10.1.30 University Appointments Committee**

- (a) There shall be a University Appointments Committee composed of the Academic Vice-President or their designate, who shall be Chairperson and have a vote; one Dean to be appointed by the Employer; and three (3) tenured Faculty Members, one from each of the faculties of Arts, Science, and Commerce. Faculty Members will be elected under the auspices of Senate each year in April as needed to maintain a pool of 9 members (3 from each faculty), each to serve a three year term. The University Appointments Committee shall follow article 10.4.4(b) in terms of composition. In no case shall the Dean be of the Faculty of the case in question, nor shall faculty members be from the Department. A quorum at any meeting will consist of a simple majority including at least two

candidate provided that the candidate had primary, independent responsibility for teaching and research.

- 2) Each year of employment in a relevant professional position when it is directly related to a doctoral degree held by the candidate and/or each year of employment as a postdoctoral fellow shall be deemed equivalent to either 0.5 or 1.0 year of service. The value shall be based on the relevance of the work performed in the former position(s) to that in the position for which the candidate is being considered for appointment.
  - 3) Fractions of a year shall in all cases be rounded up or down to the nearest whole.
- v) Report to the Employer its views and recommendations in accordance with 21.1 (f) hereof on the academic rank and/or tenure of Academic Administrators.
- (c) Appropriate credit for relevant equivalent service in equal ranks at other recognized universities (provided that the qualifications of the individual are at least equal to the minimum requirements for the equivalent rank at Saint Mary's University) and relevant equivalent professional experience shall be recommended by the University Appointments Committee and determined when the President makes the appointment. It is agreed that the placement on the salary scale agreed to by the parties as recorded August 22, 1978 of Faculty Members who held full-time appointments in the 1978-79 salary year and the year in rank of new full-time Faculty Members, as determined on their appointment for the 1979-80 salary year and for the 1980-81 salary year shall be final and conclusive recognition and determination of prior service credit for such Faculty Members and that such placement and year in rank shall be the service entitlement for such Faculty Members for the purposes of Article 11.1.21 and determining possible early consideration for tenure pursuant to Article 11.1.22(a).







**10.2.32**

The University Librarian shall arrange for interviews of the short-listed candidates. Notice of such interviews shall be circulated to all members of the selection committee at least one (1) week prior to their occurrence.

**10.2.33**

The University Librarian shall interview all candidates; the selection committee shall interview all candidates. The University Librarian shall have the option of attending candidate interviews with the selection committee, in a non-voting capacity.

**10.2.40**

The selection committee shall recommend a specific candidate or candidates with a rationale for their suitability for the appointment. If more than one candidate is recommended, they must be presented in priority order. The committee in making its recommendation may suggest rank, salary and any special conditions for appointment.

**10.2.41**

The Selection Committee shall forward the Committee's recommendation to the Professional Librarians and following the Professional Librarians' majority approval of the process and the recommendation, the Chairperson of the selection committee shall forward the recommendation in writing, together with the recommended candidate's dossier, to the University Librarian. Should the University Librarian question the selection committee's recommendation, the University Librarian shall meet with the committee to discuss any reservations. Following this meeting, the University Librarian may make a separate assessment of the candidate and forward it, along with the selection committee's recommendation and the candidate's file, to the Academic Vice President. The University Librarian may also forward to the Academic Vice President, a recommendation of a different candidate who has applied and been interviewed in accordance with Article 10.2.33.

**10.2.42**

If the recommendation of the selection committee and the University Librarian differ, the Academic Vice President shall meet with each party before rendering a decision. The decision of the Academic Vice President shall be final.

**10.2.50**

The University Librarian shall, in consultation with the Academic Vice President, negotiate the terms of the appointment with the successful candidate.

**10.2.51**

Each new Professional Librarian and the President of the Union shall receive from the Employer a letter of appointment which shall include the following:

- (a) The effective date of the appointment;





Librarians, a Faculty Member appointed by Senate, a member of the library support staff appointed by the library staff, an external professional librarian appointed by the President in consultation with the internal Search Committee members and one additional member appointed by the President from the Saint Mary's University community.

- (b) The Search Committee shall prepare and approve the advertisement as per the formal qualifications required for the position. The vacancy shall be advertised in relevant academic and professional journals and publications, including the CAUT Bulletin, University Affairs and in mailing lists for Canadian academic libraries and library schools. The advertisements should appear at least one month before the close of competition. The Search Committee shall establish a short list of up to three (3) candidates to be interviewed.
- (c) The Search Committee shall interview all short-listed candidates.
- (d) The Search Committee shall schedule a meeting between any short-listed candid

## **10.4 POSITIVE ACTION TO IMPROVE THE EMPLOYMENT OF WOMEN, INDIGENOUS PEOPLES, VISIBLE MINORITIES, AND PEOPLE WITH DISABILITIES**

### **10.4.1**

- (a) The parties to this Agreement are committed to the objective of equal opportunities through positive action to improve the employment and retention of women, Indigenous people, members of visible minorities, and people with disabilities, as defined in the University's Employment Equity and Diversity Policy (Policy 6-2023).
- (b) The University commits to the appointment of at least three (3) Indigenous scholars and at least three (3) Black (including African-Nova Scotian) scholars to tenure stream or to Professional Librarian positions to start on or before July 1, 2025.
- (c) It is agreed that these appointments will be requested in the regular annual appointments exercise, except that of the total six (6) positions provided for in paragraph (b), three (3) will be considered additional departmental allotments as provided in Section 10.1.20 (a), to be allocated to departments



- i) By April 1, Deans shall advise Departmental Chairpersons and the

The Department may initiate a recommendation for the waiving of the condition(s) in order to make that person eligible for a renewal, promotion or tenure hearing. The Department will make its recommendation to the Vice-President, Academic and Research, as Chairperson of the University Appointments Committee, who will bring the matter for a final decision to the President.

iii) Faculty Members holding terminal appointments, excepting those present Faculty Members holding regular probationary appointments specifically excluded from the operation of Article 11.1.20(c) of this Agreement.

- (e) Faculty Members appointed under the provisions of Article 10.1.10(a) or (b) above and who are promoted to the rank of Assistant Professor as a result of the fulfilment of a condition(s) in their contracts or as a result of promotion through the waiver of a condition(s) in their contracts shall be offered a probationary appointment on terms specified in Article 10.1.12 hereof.
- (f) Faculty Members holding an appointment under Article 10.1.10(b) who are

for renewal, promotion or tenure, the Department shall examine the following material as provided by the candidate:

- (a) A detailed curriculum vitae. In presenting the information specified in Article 8.4.13(b), the Candidate shall use the format described therein;
- (b) A teaching dossier that is based on Articles 15.6.2, 15.6.6, and 15.6.12, and other evidence of teaching effectiveness which the Department or the Candidate may consider relevant.
- (c)

(c)



students, service as chairperson, director of division or programme coordinator, and performance of other functions which have been traditionally accepted as part of the collegial character of the University.

- (f) Other contributions to the professional field and the community such as serving on external grant selection committees; serving on a board, commission, council, or task force by virtue of special academic competence or expertise; service as an external examiner of graduate theses or academic programs. Appropriate weight shall be given to such activity in terms of its contribution to the discipline concerned.

#### **11.1.20 Renewal of Appointment**

- (a)

(b) Except as provided in clause (c) hereof, the minimum periods of service within rank shall be as follows:

Lecturer	3 years
Assistant Professor	5 years
Associate Professor	8 years

(c) Accelerated promotion, that is, with fewer than the number of years in rank specified in (b) above, may be sought by a Faculty Member on the grounds of exceptional teaching or research accomplishments or both. At the time of application, the faculty member must state the grounds on which accelerated promotion is being sought. A Faculty Member may apply for accelerated promotion only once for a given rank. The Faculty Member must meet the criteria for the rank being sought, as per Article 12.1.

(d) In cases of promotion, the Department and the University Review Committee (see 11.1.40 below) shall take into account the appropriate qualifications for the rank as set out in Article 12.1 as well as the criteria indicated in 11.1.14.

(e) A faculty member whose promotion has been denied shall not be eligible to be considered at a promotion hearing held in the following year, except for those

- i) Tenure be granted;
- ii) A decision on tenure be deferred for a period of either one or two years, to be followed by a final tenure hearing; in exceptional circumstances, the University Review Committee may recommend one further deferral of either one or two years to be followed by a final tenure hearing;
- iii) Tenure be denied.

### **11.1.30 Department Procedures**

The following procedures shall be adhered to by a Department in considering a Candidate for renewal of appointment, promotion or tenure. All members participating in this procedure are to treat information received and exchanged as confidential.

- (a) The Candidate shall be notified in writing by the Chairperson at least two weeks before the initial Department meeting to consider the application.

The candidate's application with supporting material as defined in 11.1.12 and 11.1.13 shall be made available to the Department in electronic form for review and inspection at least two (2) weeks prior to t

submit to the Dean, for transmission to the Vice-President, Academic and Research copies of all documentary evidence presented to and considered by the Department.

- (g) In the event a Department Chairperson is being assessed, the Department shall elect a substitute Chairperson who will preside over Departmental proceedings concerned exclusively with the assessment of the Chairperson and perform such other duties in connection with the Department's consideration of the case as would ordinarily be undertaken by the Department Chairperson.
- (h) Student participation in the Departmental assessment shall be determined by the policies in force at the commencement of this Agreement.
- (i) Only those Department members holding appointments under Articles 10.1.10 (a), 10.1.10 (b), and 10.1.10 (g) are eligible to participate in the procedures provided above related to consideration of a Candidate for renewal of appointment, promotion, or tenure.

#### **11.1.31 The Role of Dean**

- (a) The Dean shall prepare a written assessment of the candidate, including a recommendation concerning renewal, tenure and/or promotion.
- (b) In making their recommendation, the Dean shall take into account the material considered by the Department in preparing its assessment and the Department's recommendation. The Dean's assessment and recommendation may be



**11.1.41 Union Observer**

The Union shall have the right to appoint a member of the bargaining unit to be present as an observer at all meetings of the University Review Committee. The Observer may not participate in any manner in the deliberations of the Committee but shall have the right to communicate their observations to the chairperson between meetings or, if deemed necessary, to request a recess in the proceedings of a given meeting for the purpose of communicating with the Chairperson of the Committee. A copy of the recommendations of the Committee sent to the President pursuant to Article 11.1.45 shall also be sent to the President of the Union. All material received by the Union in this process shall be treated as confidential.

**11.1.42**

The University Review Committee shall review all departmental recommendations on renewal of appointment, promotion or tenure. In so doing, it shall take into account the criteria set out in 11.1.14 above, and other provisions of the Agreement pertinent to renewal, promotion or tenure. All members participating in University Review Committee meetings are to treat information received and exchanged as confidential.

The Committee shall have available to it:

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#### **11.1.43**

In reviewing a candidate for renewal of appointment, promotion or tenure, the University Review Committee may either concur with a Department's positive recommendation(s) or conduct a formal hearing on the candidacy. In the case of a negative Departmental recommendation(s), or upon the request of the Dean or the Candidate, or in the case of candidates for accelerated promotion or for the rank of Full Professor (see 11.1.40 (d) above), a formal hearing is mandatory.

#### **11.1.44**

In conducting a formal hearing, the University Review Committee shall adhere to them procedures defined in 11.1.42 and:

- (a) Consider evidence which is additional to that defined in Article 11.1.42, including additional evidence presented by the Candidate, Chairperson, Dean, and/or Vice-President, Academic and Research;
- (b)

At the request of the affected Faculty Member, the matter shall be submitted to an arbitration board as outlined in Article 22.0 within ten (10) days of receiving the recommendation.

#### **11.1.47**

In the event the President rejects a negative recommendation from the University Review Committee, they shall communicate their written reasons to the Committee and shall meet with the Committee to discuss these reasons. Following this meeting, the Committee shall make its final recommendation. If this final recommendation is negative and the President again rejects it, they shall communicate their final decision, and the reasons on which that decision is based, to the Committee and the Candidate along with a copy of the recommendation outlined in Article 11.1.45. At the request of the University Review Committee, the matter shall be submitted directly to an arbitration board as outlined in Article 22.0 within ten (10) days of receiving the President's final decision.

#### **11.1.48**

In the case of the President accepting a negative recommendation from the University Review Committee, the President's decision shall be final except in tenure and renewal cases where either the Dean's and/or Department's recommendation is positive. In such cases the Faculty Member may submit the matter directly to an arbitration board as outlined in Article 22.0 within ten (10) days of receiving a copy of the President's decision.

#### **11.1.49 Decisions on Renewal, Promotion or Tenure**

The President shall communicate their decision on the renewal of appointment, promotion or tenure in writing to the Candidate and the appropriate Department Chairperson and Dean within fifteen (15) days of receiving the recommendation of the University Review Committee, unless prevented from doing so by absence from the campus or illness.

#### **11.1.50**

If the final decision on tenure is that it be denied, the Candidate shall be offered a one year terminal contract. If the decision on tenure is to be deferred (see 11.1.22(c)ii) above), an extension of the existing probationary appointment shall, if necessary, be granted to the Candidate. If the decision has been delayed because of an arbitration hearing, an extension of the existing probationary appointment shall, if necessary, be granted to the candidate to provide at least one full calendar year of employment, or salary in lieu thereof, following the final decision of the Arbitration Board. This period of employment may be extended at the employer's option to allow the Candidate to complete any current teaching assignments.





(ii)

(a)



meetings or, if deemed necessary, to request a recess in the proceedings of a given meeting for the purpose of communicating with the Chairperson of the Committee. The Observer shall receive a copy of the recommendations of the Committee sent to the Academic Vice-President pursuant to Article 11.2.18.

### **11.2.18**

- (a) The Promotion Review Committee shall meet to review and discuss the documents outlined in 11.2.16, within twenty (20) days of the selection of the Professional Librarian from outside Saint Mary's community.
- (b) The Promotion Review Committee shall meet with the Candidate for promotion within five (5) days after the meeting outlined in 11.2.18(a), in order to provide the Candidate with the opportunity to present relevant evidence and to detail their reasons for promotion. The Promotion Review Committee will take into consideration the written comments of the Professional Librarians combined with other criteria.
- (c) The Promotion Review Committee shall maintain a record of attendance, appearances and decisions, and a dossier of all documents consulted. Before arriving at a negative decision, the Committee shall, through its Chair, provide

### **11.2.19**

Ordinarily, promotions shall take effect on September 1st of each year.

### **11.2.20**

Seniority shall mean continuous compensated service in the employ of the Employer. For Professional Librarians holding probationary appointments as defined in Article 10.2.60 at the conclusion of the probationary period, the member's seniority will revert to their hiring date.

## **ARTICLE 12.0 RANK/CLASSIFICATION**

### **12.1 RANK ó FACULTY MEMBERS**

Academic ranks shall be designated and distinguished as follows for all full-time Faculty Members. In determining rank, due consideration shall be given to practical experience, the relevant merits of academic degrees and professional qualifications:

#### **12.1.10 Lecturer**

A Lecturer is a member of a Faculty of the University who shall have the following minimum qualifications:

- (a) A master's degree or professional accreditation equivalent to a master's degree, or considerable work leading to a doctoral degree; or, professional study and experience deemed the equivalent of a master's degree.
- (b) Aptitude for teaching university students.

#### **12.1.11 Assistant Professor**

An Assistant Professor is a member of a Faculty of the University who shall ordinarily have the following minimum qualifications:

- (a) A doctoral degree;
- (b) Aptitude for teaching university students.

The doctoral requirement may be waived if the Candidate has a record of suitable teaching, scholarship as defined in Article 1.1(n); or, in lieu of such a record, has professional qualifications and experience to enable them to make an appropriate academic contribution to the University.

**12.1.12 Associate Professor**

An Associate Professor is a member of a Faculty of the University who shall ordinarily have the following minimum qualifications:

- (a) A doctoral degree;
- (b) Successful experience in university teaching;
- (c) A significant record of scholarship as defined in Article 1.1(n).
- (d) A satisfactory record of service to the University, the profession, and the community, as defined in article 8.4.12 and 11.1.14.

**12.1.13 Professor**

(a) A professor is a member of the Faculty of the University who:

- (i) has achieved recognition as an outstanding scholar combined with a record of very good teaching and has a satisfactory record of service to the University, the profession, and the community, as defined in articles 8.4.12 and 11.1.14;

or

- (ii) has distinguished themselves as an outstanding teacher combined with a record of very good scholarship and has a satisfactory record of service to the University, the profession, and the community, as defined in articles 8.4.12 and 11.1.14;

(b) A Faculty Member may qualify for promotion to the rank of Professor if the Faculty Member has achieved an outstanding record of service to the University, the profession, and the community, as defined in Articles 8.4.12 and 11.1.14, and also has established a very good record of both teaching and scholarship. 253.85 (ship. 253.85 so constitute outstanding academic service.

**12.2 RANK**

**12.2.11 Librarian II**

A Librarian II, in addition to meeting the qualifications of Librarian I, shall normally have three (3) years of successful relevant experience as a Professional Librarian and evidence of professional development.

**12.2.12 Librarian III**

A Librarian III, in addition to meeting the qualifications of Librarian II, shall normally have seven (7) years of successful relevant experience as a Professional Librarian and evidence of on-going professional development.

**12.2.13 Librarian IV**

A Librarian IV, in addition to meeting the qualifications of Librarian III, shall normally have twelve (12) years of successful relevant experience as a

### **12.3.11 Senior Lecturer (LS)**

A Senior Lecturer (LS) is a faculty member who in addition to meeting the requirements of a Lecturer (LS) is an individual who has distinguished themselves as an outstanding teacher and who has demonstrated a satisfactory level of service.

## **ARTICLE 13.0 DEPARTMENT CHAIRPERSONS, DIRECTORS OF DIVISIONS, PROGRAMME COORDINATORS, ASSOCIATE DEANS, AND ASSOCIATE UNIVERSITY LIBRARIAN**

### **13.1.10**

- (a) The Chairperson is “primus inter pares” in an academic department, provides academic and administrative leadership within the Department, represents the Department to other areas of the University, and works to achieve, in cooperation with the Department, Dean and other bodies of the University, progress and development in all matters affecting the academic life of the Department, the Faculty and the University. In representing the Department, the Chairperson will put forward the view of the Department.
- (b) Although responsible for communication, organization and administration within the Department, the Chairperson remains a scholar for whom teaching and research are also fundamental responsibilities.
- (c) Basic departmental policy, developed within the framework of Faculty and University policies, will be established and approved by the Department. The Chairperson shall execute such policies and be responsible administratively to the Dean.
- (d) In keeping with the concept of 'primus inter pares' the Chairperson shall make available to Department members all information relevant to the organization, administration and representation of the Department.

### **13.1.11**

The Chairperson shall exercise the following particular responsibilities:

- (a) Initiate and formulate departmental academic policies, and the planning and development of academic programs;
- (b) Supervise generally the programs and progress of students in the Department; organize and oversee departmental advising aimed at



providing students with timely and accurate academic advice with respect to course selection and fulfilment of program regulations;

- (c) Provide feedback on annual reports to probationary faculty in accordance with 10.1.12(b);
- (d) Advise faculty coll1b5t

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**13.1.50 Directors of Divisions**

The Director of a Division shall be appointed in the same mann

- (c) Advise students engaged in the programme and approve their course selections;
- (d) Make known and carry out University policies as formulated by the University, Senate or Faculty as they affect the programme; and assist the Dean in resolving cases where such policies are not followed;
- (e) Prepare budget proposals for the programme and administer authorized budgets;
- (f)



provisions of Article 19.3.20(c)(vi) shall apply, except in the case of leave of absence in recognition of administrative service as provided for in Article 19.11.

**13.1.74**

An incumbent Associate/Assistant Dean may be reappointed for a second term by a recommendation of the Dean, in consultation with the Faculty Executive, and the approval of the Academic Vice President and the President.

**13.1.75**

In cases where the Associate/Assistant Dean is on vacation or away from campus for a period of up to 20 days, the Dean may designate a Faculty member to act as Associate/ Assistant Dean.

**13.1.76 Recognition**

In addition to an honorarium, the Academic Vice-President shall grant a reduction in teaching duties appropriate to the Associate/Assistant Dean's responsibilities.

**13.1.80**

A Faculty Member may normally serve in only one of the following positions at the same time: Program Coordinator, Director of a Division, Assistant or Associate Dean and Department Chairperson.

**13.2.0 Associate University Librarian**

**13.2.10**

Associate University Librarians shall exercise those responsibilities assigned by the University Librarian which are appropriate to the operations of the Library. While the Associate University Librarian is responsible to the University Librarian for those assigned responsibilities, they remain a Librarian for whom professional practice and professional development (as defined in 12.2.20) remain fundamental responsibilities.

**13.2.20 Appointment**

(a)



- (b) The University Librarian shall chair the committee and shall have a vote.

### **13.2.30**

The Associate University Librarian shall be appointed for a period of three (3) to five (5) years, with eligibility for re-appointment for one additional term, according to the procedures described below:

- (a) The Nominating Committee shall advertise the position internally.
- (b) The Committee shall examine the dossiers of all candidates and draw up a short list for interview.
- (c) The Nominating Committee shall schedule a meeting with any short-listed candidates to consider the suitability of the candidates for the position.
- (d) The Nominating Committee shall submit its nomination to the Academic Vice-President. Should the University Librarian question the Nominating Committee

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Committee under Article 15.1.12(d). In the case of an appeal, any such increase shall be in effect pending the outcome of the appeal and the 3.0 teaching load will be assigned in the next Academic Year. The increase in teaching load shall be reinstated to the Faculty Member upon the reinstatement of the 2.5 teaching load and the Dean and the Department support reinstatement. The Faculty Member must remain on the 3.0 teaching load for a minimum of one (1) Academic Year before they could be reinstated to a 2.5 teaching load subject to the process in 15.1.12 (d). The Union shall be notified of all Faculty Members who have received an increase in their standard teaching load.

- (e) In those cases where the teaching load has been increased to 3.0 full year credit courses or equivalent, according to 15.1.12(c), the Faculty Member may appeal that decision to the University Review Committee. Also, in those cases where the Dean and Chairperson disagree on the assignment of 3.0 full year credit courses or equivalent, or reinstatement of a 2.5 full year credit courses or equivalent teaching load, such cases shall be referred to the University Review Committee. Based solely on an assessment of the



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Employee's Chairperson for advice on the potential impact of the outside employment on the academic unit and shall consider the relationship of the proposed employment to the Employee's area of specialization or expertise. The Employer's approval shall not be unreasonably denied. This decision shall be communicated to the Faculty Union at the same time as the Employee.

- (d) Except in cases where an Employee's outside employment involves the minor or incidental use of University space, equipment, facilities, supplies, or services, use of such space, equipment, facilities, supplies, or services shall be subject to prior negotiation with the Employer. Costs for the use of University facilities, supplies or services shall be borne by the Employee at prevailing rates negotiated with the Employer, unless the Employer agrees, in writing, to waive all or part of such costs.
- (e) Employees may state the nature and place of their employment, rank and title(s) in connection with outside employment and to use their university address as a mailing address so long as they do not purport to represent the Employer or to speak on the Employer's behalf.
- (f) The Employee shall, upon written request, provide the Employer with information on the nature and scope of their outside employment. Such requests shall not be made more than once in any three (3) month period. Employees shall respond to such requests within one month of receipt.
- (g) Employees agree not to engage in any outside employment, which conflicts with their duties and responsibilities at the University as defined in this Collective Agreement



appointment under Article 10.00 has been assigned to the Course, in accordance with Article 13.1.11(h). Any technologically mediated Credit Course and/or Program course imported onto campus by any means must have a Faculty Member assigned to it in accordance with this article; i.e., 15.1.16(d)

- (e) Employees who consent to teach Technologically Mediated Credit Courses shall be provided with training and support services.
- (f) Technologically Mediated Courses shall be recorded or stored only with the permission of the Employee assigned to the Technologically Mediated course. Such permission will not be unreasonably withheld.
- (g) All relevant aspects of Article 15.00 apply to Technologically Mediated Credit Courses.

**15.1.17 Technologically Mediated Information Literacy Classes**

- (a) Technologically Mediated Information Literacy Classes include, but are not limited to, those which:
  - i) Are taught by correspondence, by teleconferencing;
  - ii) Are videotaped, recorded, broadcast or televised; or
  - iii) Are transmitted or received via the Internet or World Wide Web.
- (b) Professional Librarians who are assigned to teach Technologically Mediated Information Literacy Classes shall hold appointments under Article 10.2. The Employer shall not offer Technologically Mediated Information Literacy Classes, either in whole or in part, unless a Professional librarian holding an appointment under Article 10.2 has been assigned to the class, in accordance with the established workload assignment practices for Professional Librarians. Any Technologically Mediated Information Literacy Class imported onto campus by any means must have a Professional Librarian assigned to it in accordance with this Article.

Librarian who has primary responsibility for designing the class, in

**15.1.31**

In cases where the teaching reduction is being sought for the purposes of research or scholarship (15.1.30(b)), the applicant shall receive the course reduction that was confirmed by the Employer through the exercise of Article 15.1.30 at the time the Employee submitted a request for external funding.

**15.1.32**

Where an Employee seeks a reduction in teaching through

15.2.14

- (c) During the term of this Agreement, Employees who have completed more than ten (10) years' service and up to twenty (20) years' service on the 1<sup>st</sup>

### **15.3.20 Legal Liability**

The Employer shall indemnify and save harmless all members of the Faculty and Professional Librarians from legal liability and all actions, causes of action, claims or demands whatsoever arising out of any occurrence occurring during



**15.4.02**



**15.4.14**

The Employer waives, disclaims and abandons any interest in or claim to any invention, improvement, design or development made by Employees without the use of the Employer's time, resources, or facilities.

**15.4.15**

In all circumstances where an Employee wishes to use the Employer's time, resources, and facilities exclusively for development or production of potentially patentable discoveries and creations, the Employee shall enter into

#### **15.4.20**

The Employee shall share copyright with the Employer when:

- (a) The Employer provides direct support for the creation of the work as specified in Article 15.4.03(b); or
- (b) The Employer directly commissions the work or enters into an agreement under Article 15.4.03(a).

#### **15.4.21**

Otherwise than as specifically agreed to by the Employee in writing, all agreements for the provision of direct support or commission shall provide that the Employee responsible for the creation of the work shall retain the exclusive right to revise, rework, or amend any work.

#### **15.4.22**

To encourage harmony with the principle of first owner's rights, such rights will be relinquished in proportion to the direct support provided by the Employer to a maximum of one half (50%). More specifically, any direct support beyond one half (50%) of the rights vested in the first owner shall constitute a commission.

#### **15.4.23**

Any assignment of first owner's rights which is greater than one half (50%) shall be distinguished from an assignment of first owner's rights which is greater than one half (50%)

Non-standard configuration computer requests shall be dealt with on an individual basis by the Dean, follow procedures for “non-standard configuration requests,” comply with University standards regarding technical specifications, and be in keeping with reasonable financial and strategic plans of the University.

In considering such requests, the Dean shall give foremost consideration to the role that the requested equipment shall play in advancing the Employee’s responsibilities as defined in Article 8.4 of this Collective Agreement. Such requests shall not be unreasonably denied.

## **15.6 EVALUATION OF TEACHING PERFORMANCE**

### **15.6.1**

Any evaluation of an Employee’s teaching performance for any purpose shall be carried out in accordance with this article, as shall any recommendations and decisions related to teaching performance.

### **15.6.2**

For purposes of this article, teaching includes, but is not limited to, the following activities performed by Employees either in a classroom, through correspondence, or from a distance through the use of technologically assisted instruction such as the Internet.

- (a) giving courses, conducting seminars, guiding tutorials and laboratories, doing fieldwork involving students, and supervising individual study projects;
- (b) preparing and correcting assignments, tests and examinations;
- (c) guiding the work of teaching assistants, markers and laboratory instructors;
- (d) guiding and evaluating students’ individual work, such as theses and papers;
- (e) granting individual consultations outside of class or laboratory time;
- (f) participating in the development of teaching methods, programs or course content;
- (g) preparing instructional material, laboratory exercises and course notes for the employee’s own students; and
- (h) writing textbooks, it being understood that such textbooks may also be considered when evaluating an Employee’s scholarship.

All other activities in which the Employee engages for the purposes of preparing courses and seminars, including those undertaken to ensure that their

teaching is in keeping with the current state of the subject taught, are considered teaching activities.

### **15.6.3**

Any information considered during the assessment of an Employee's teaching shall be in writing and shall be made available to the Employ







New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday (Effective in the academic year 2010 – 2011)	Remembrance Day
Victoria Day	Christmas Eve (designated .5 day)
Canada Day	Christmas Day
Halifax Natal Day	Boxing Day

or the day(s) officially proclaimed in lieu of such paid holidays and any holidays declared by the Employer in any year to be of general application throughout the University.

## **ARTICLE 16.0 SALARY AND ALLOWANCE**

### **16.1.10 Salary Adjustment**

- (a) Each full-time Faculty Member and Professional Librarian shall receive the annual salary applicable to their place on the Salary Scales attached and forming part of this Agreement as Schedule “A 1” for Faculty Members, Schedule “A 2” for Professional Librarians, and Schedule “A 3” for Lecturer Stream Faculty. A Salary Scale shall become effective on the date set out below opposite from the Salary Scale and shall replace any previously effective Salary Scales.

Salary Scale 1 – September 1, 2022

Salary Scale 2 – September 1, 2023

Salary Scale 3 – September 1, 2024

- (b) Subject to Articles 10.1.30(c) and 10.1.41(b), the Salary Scales referenced in 16.1.10(a) are only salary scales and have no other application in the employment relationships between the Employer and the individual Faculty Member to whom it applies (i.e., full-time Faculty Members).
- (c) For the application of the Salary Scales to individual Faculty Members, the proper placement on the scale of each individual Faculty Member to whom the scale applies will be updated on September 1 of each salary year from the placement referred to in Article 10.1.30(c) and recorded, and shall be incorporated in and be part of this Collective Agreement.
- (d) The first level for each of the ranks shown on the effective Salary Scale shall also be the salary floor for that rank. No member, when appointed to any specific rank shall receive a salary less than the floor for that rank.

- (e) The salary levels in each rank are annual incremental levels; i.e., subject to Article 4.1 of the Agreement, an Employee's salary shall advance only one (1) salary level for each year of full-time service in that rank at Saint Mary's University until they reach the highest level for that rank (except in the case of initial appointments that begin on January 1), and no other rank's levels shall apply to them unless and until they are promoted to such other rank according to the procedures specified in this Agreement.
- (f) A full-time Employee with an appointment for a period shorter than one (1) year, shall receive a pro-rated annual salary for their appropriate place on the scale.

**16.1.20**

- (a) Notwithstanding Article 16.1.10(a), each full-time Faculty Member who in the previous salary year (or who upon initial appointment during this Agreement) received an annual salary in excess of the salary level for their proper placement on the salary scale shall receive in each salary year either the salary level in their rank that is appropriate to their proper placement on the effective Salary Scale or an increase in their annual salary equal to the dollar difference between the salary level appropriate to their proper placement on the effective salary scale and their proper placement on the immediately preceding salary scale, whichever is greater.
- (b) When an Employee is promoted from Lecturer (LS) Step 5 to Senior Lecturer (LS) Step 1, from Lecturer Step 3 to Assistant Professor Step 1, from Assistant Professor Step 5 to Associate Professor Step 1 or from Associate Professor Step 8 to Full Professor Step 1 the Employee shall receive the salary set for Step 1 of the next rank. In subsequent years, with each move to the next step in the rank, the Employee shall receive the salary set for that step.
- (c) When an Employee is promoted before they achieve the minimum period of service under Article 11.1.21(b), as set out in Article 11.1.21(c) the Employee shall receive the salary set for Step 1 of the next rank. In

Employee shall receive the salary set for Step 1 of the next rank.

- (ii) If the salary set for an Employee's step/rank (exclusive of anything else, including any market differential add-on) effective September 1 of the year in which the promotion takes effect is greater than the salary specified for Step 1 of the higher rank, the Employee shall be placed in the higher rank on a step closest to, but not less than, the salary the Employee would have received in their current rank had the Employee not been promoted to the next higher rank.

In subsequent years, with each move to the next step in the rank, the Employee shall receive the base salary set for that step.

#### **16.2.10 Payment**

Each Employee on a regular appointment shall have their annual basic salary distributed over the twelve (12) month calendar year; payment shall be made in twenty-six (26) instalments. An Employee not on a probationary or tenured appointment (see Article 10.1.10(c) and (d)) may be paid on a different arrangement according to the terms of their appointment.

#### **16.2.20 Changes in the Academic Year**

The annual basic salary for Employees shall not be reduced by any changes which may be made in the Academic Year as defined in the Agreement.

#### **16.3.10 Overload Remuneration - Faculty Member**

Effective September 1,

Associate Professor	Stipend for Precedence List with 5 years' experience and up to and including 10 FCE's
Full Professor	Stipend for Precedence List with 5 years' experience and more than 15 and up to and including 20 FCE's

### 16.3.11

If the student contact hours in the teaching of any courses under articles 16.3.10 are substantially different from the normal student contact hours in the teaching of a full-credit course, the University shall pro rate the stipend, up or down, provided that any such deviation from the normal contact hours is approved in writing by the Academic Vice-President.

### 16.3.12

Faculty Members who teach away from the campus of the University will receive an allowance based on the following:

- (a) for travel outside the Halifax Peninsula Area but not more than 75 km. from Halifax per the University mileage rate TIMES the number of times the trip must be made to carry out course responsibilities TIMES the length of the round trip.
- (b) for travel beyond 75 km, the kilometre charge as set out in (ay1 ay-6(63Tbo )28,(be)4(yon8,(

**16.3.20 Honarium for Department Chairperson**

- (a) Chairpersons of Departments shall receive an honorarium in addition to their annual salaries and reduction in teaching duties in accordance with the following table:

Number of FTEs	Honorarium			Remission
	Sept 1/22	Sept 1/23	Sept 1/24	
Fewer than 10	\$4,583	\$4,720	\$4,862	1.0
10 – 19.9	\$5,497	\$5,662	\$5,832	1.0
20 - 29.9	\$6,414	\$6,606	\$6,804	1.5
30 or more	\$7,331	\$7,551	\$7,778	1.5

- (b) The number of F.T.E. faculty shall be determined at the beginning of each academic year and shall be mutually agreed between the President of the Saint Mary's University Faculty Union and the Academic Vice-President and such agreement shall be recorded.

**16.3.21 Honarium for Programme Coordinators**

- (a) On the recommendation of the Dean, the Academic Vice-President shall grant an honorarium in addition to their normal salaries and reduction in teaching duties to Undergraduate Programme Co-ordinators, in accordance with the following table:

Number of Students	Honorarium		
	Sept 1/22	Sept 1/23	Sept 1/24

- (b) The Co-ordinators of Graduate Programmes shall receive an honorarium (in addition to their annual salaries) and a reduction in teaching duties according to the following table:

Number of Students	Honorarium			Remission
	Sept 1/22	Sept 1/23	Sept 1/24	
Fewer than 10	0	0	0	0.5
10 – 20	1,640	1,689	1,740	0.5
20 - 30	1,640	1,689	1,740	1.0
More than 30*	1,640	1,689	1,740	1.5* or 1.0

\* applicable only for Coordinators of thesis-required research-based graduate programmes.

- (c) In all cases where a currently appointed undergraduate or graduate Program Coordinator received an honorarium or a remission greater than specified in 16.3.21 (a) and (b), the Coordinator shall continue to receive that honorarium or remission for the duration of their appointment. All future appointments for undergraduate and graduate Program Coordinators shall be made in accordance with 16.3.21 (a) and (b).

## 16.5 TUITION WAIVER

- (a) An Employee and their spouse and dependants shall be entitled to a fifty (50) percent reduction in tuition for degree credit courses undertaken at the University.
- (b) The dependent children and spouse of a full

- (b) Primary supervision of major research projects (MRPs) as a part of the Masters of Business Administration or Executive Masters of Business Administration programs: for every completed MRP, \$844 honorarium effective September 2022; \$869 effective September 2023, \$895 effective September 2024.
- (c) Primary supervision of undergraduate honors theses: for every completed thesis, \$470 honorarium, effective September 2022; \$484 effective September 2023; \$499 effective September 2024.

## **16.7 MARKET SUPPLEMENTS AT INITIAL APPOINTMENT**

### **16.7.1**

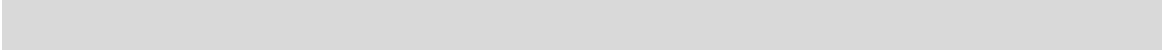
In the interest of fairness, equity and collegiality, Market Supplements awarded at initial appointment shall be made only in accordance with the provisions of this article.

### **16.7.2**

The Union and Employer recognize that it may be necessary due to competitive market pressure in a specific academic discipline or sub-discipline to offer a salary in excess of the appointee's proper placement on the effective salary scale provided in Article 16. Such market supplements are part of the total







### **18.3**

Expenses covered by the fund include but are not limited to:

a)

leave commences. The service of an Employee who is granted leave of absence not counted as fully or partially equivalent service, shall on their return to the University be that held at the time they commenced such leave.

## **19.1 SICK LEAVE**

### **19.1.10**

- (a) The Employer shall grant sick leave with salary and benefits to a full-time Employee for the first ninety (90) calendar days of their absence from work on account of illness, disability, exposure to contagious disease, or physical or emotional inability to perform their duties. In any such case, the Employer reserves the right to require certificates from a legally qualified medical practitioner.
- (b) An Employee shall inform their Chairperson and Dean or University Librarian of the necessity to take sick leave with as much written notice as possible.
- (c) Upon the request of the Employer, Employees shall provide medical information. Such information shall be provided to Human Resources. Medical information will be held in confidence by Human Resources. Human Resources will provide non-medical information on such sick leave to the Chairperson, Dean or University Librarian, and Vice-President, Academic and Research.

## **19.2 COMPASSIONATE CARE, BEREAVEMENT, AND EMERGENCY LEAVE**

### **19.2.10 Compassionate Care Leave**

An Employee is entitled to unpaid compassionate care leave in accordance with the Labour Standards Code of Nova Scotia. <https://nslegislature.ca/sites/default/files/legc/statutes/labour%20standards%20code.pdf>

### **19.2.11 Bereavement Leave**

In the event of the death of a member of an Employee's family, the Employee will be granted a leave of up to five (5) days without loss of pay. In special circumstances, additional bereavement leave without loss of pay may be granted on terms determined by the Dean/University Librarian or their delegate. The term "members of an Employee's family" means spouse, children, parents, father-in-law, mother-in-law, brother, sister of the Employee. Any absence necessary under the provisions of this clause shall not be in addition to any days which the Employee may normally be off work.



- (g) Should two or more Faculty Members in a Department or Division simultaneously become eligible for sabbatical leave, any issue of priority will be determined by the Department or Division in consultation with the appropriate Dean. In determining priority, the proposed sabbatical activity will be one of the determining factors.
- (h) In no case shall a Faculty Member who applies for sabbatical leave, including a Chairperson or Director, be a party to a decision of the Department or Division on any issue of priority, as specified in 19.3.10(g); this provision shall not preclude such persons being involved in discussions in the Department or Division that precede the written decision on priority;

the Leave, the application should include a request to retain or share office/laboratory space on campus for the duration of the leave. The Chairperson, in consultation with the Department, shall forward the application with their recommendation, to the appropriate Dean. The Department Chairperson shall include an assessment of the implications, including a request to retain or share office and/or laboratory space, of the requested sabbatical leave(s) on the Department's ability to offer its academic programme(s) and a recommendation concerning the number and kind of replacements that would be required. The Dean will, no later than the August 1, October 1, or February 1 following the deadline for receipt of sabbatical leave applications, consider all such applications received to that date from within their Faculty and make recommendations on them to the Academic Vice-President, taking into account the proposed sabbatical activity and the applicant's record of scholarship according to the applicant's last two annual reports submitted to the Dean prior to the sabbatical application, specifying the implications of such leaves, if granted, for academic programs, teaching allocations and financial resources.

- ii) The application will be forwarded by the Dean to the Academic Vice-President. Subject to the other provisions of this article, the Academic Vice-President will take into account the Dean's recommendations, the proposed sabbatical leave activity, the applicant's record of scholarship according to the applicant's last two annual reports and the effect of the sabbatical leave on the Department's academic programme(s) and the equitable distribution of sabbatical leaves across the University in determining whether an applicant will be granted sabbatical leave. The Academic Vice-President shall communicate the Employer's decisions on sabbatical leave requests within forty (40) days from receipt of a Dean's recommendations. If the application is denied written reasons will be provided.
- iii)

- v) Faculty Members initially become eligible for sabbatical leave according to the provisions of this article on completion of six (6) years of full-time service in the rank of Assistant Professor or above. Eligibility for subsequent sabbatical leaves shall follow six (6) years of full-time service uninterrupted by sabbatical leave for full year sabbatical leave or three years of full-time service for half-year sabbaticals.
  
- vi) The University may defer granting a sabbatical where such leave will affect the department's ability to offer its programs or where suitable replacements cannot be found. Where a sabbatical is deferred at the request of the University, the faculty member shall receive one year's credit towards their next sabbatical request entitlement for each year of deferral. This credit shall not apply to the deferral of half-year sabbaticals.

- 2) Faculty Members who refuse to apply for sabbatical in their first year of eligibility, or who refuse to take leave which has been granted, will be placed last in priority for subsequent years. This provision shall be waived if the reason for refusing is due to sick leave, maternity leave, extreme personal hardship or valid academic reasons.
- iii) A faculty member who has a 3-2 teaching load for the academic year in which they have an approved six-month sabbatical shall be required to teach, at most, two (2) courses during the semester that does not fall within the sabbatical leave period. For the next approved six month sabbatical, the faculty member shall be required to teach three (3) courses during the semester that does not fall within the sabbatical leave period. This pattern shall continue for all subsequent approved six month sabbaticals.

(d) Financial Support

- i) Sabbatical leave remuneration shall be on the following basis:
  - 1) After six (6) years of full-time service at the University, uninterrupted by sabbatical leave, a Faculty Member granted sabbatical leave shall receive a salary and/or research grants to the equivalent of eighty-five percent (85%) of their normal salary for the year of leave;
  - 2) After eight (8) years or more of full-time service at the University, uninterrupted by sabbatical leave, a Faculty Member granted sabbatical leave shall receive a salary and/or research grants to the equivalent of ninety percent (90%) of their normal salary for the year of leave.
  - 3) A Faculty Member granted a half year sabbatical leave shall receive a salary and/or research grants to the equivalent of eighty percent (80%) of their salary for the six months of leave.
- ii) In case a sabbaticant requests that, while on sabbatical leave, a portion of their salary be earmarked for research, they shall submit the research proposal along with an estimate of the expenses to be incurred to the Academic Vice-President. It is understood that the University will provide no guarantee that research expenses as presented by Sabbaticants will be acceptable to Canada Customs and Revenue Agency.
- iii) Funds generated by savings on the salaries of Faculty Members on sabbatical leave shall be directed towards the maintenance of academic programs across the University in those Departments with members on sabbatical.



- iv) Pension contributions for a Faculty Member on sabbatical leave shall be based on one hundred percent (100%) of their normal salary for the leave period.

## **19.4 RESEARCH OR PROFESSIONAL DEVELOPMENT LEAVE - PROFESSIONAL LIBRARIANS**

### **19.4.10**

A Professional Librarian may apply for a Research or Professional Development Leave. Such a leave must be for the Research Activities or Professional Development of the Employee and of benefit to the Library or the University.

### **19.4.20**

A Professional Librarian who has been employed by the University for at least five (5) years may apply for either a Research or Professional Development Leave for up to one (1) year. A Professional Librarian, other than a

**19.4.60**

Research or Professional Development Leave periods may vary. Ordinarily, no more than one (1) Professional Librarian shall be on long term Research or Professional Development Leave (i.e. one of six (6) months or more duration) at the same time. Research or Professional Development Leaves will be granted subject to operational requirements.

**19.4.70**

A Librarian with up to eight (8) years of continuous service on Research or Professional Development Leave shall receive eighty-five percent (85%) of their regular salary during the leave period. Librarians with eight (8) or more years of continuous service shall receive ninety percent (90%) of their regular salary during the leave period.

**19.4.71**

A Professional Librarian on Research or Professional Developmental Leave shall continue to receive all fringe benefits, subject to the terms of the plans, and shall suffer no loss in rank, position, or salary entitlement because of such leave. A Research or Professional Development Leave will normally include the annual vacation entitlement prorated to the length of the leave.

**19.4.72**

Pension contributions for a Professional Librarian on Research or Professional Development Leave shall be based on one hundred percent (100%) of their normal salary for the leave period.

**19.4.80**

Upon completion of the Research or Professional Development Leave, the Professional Librarian shall be required to return to the University for a minimum of the time equivalent to the length of the leave. An Employee who fails to return to the staff of the University shall be required to reimburse the University for the compensation received during the Leave. Should the Professional Librarian return for a period of time less than the length of the Leave, reimbursement will be calculated proportionally.

**19.4.90**

Within one (1) month of completion of the Research or Professi

## **19.5 LEAVE OF ABSENCE FOR POLITICAL OFFICE**

### **19.5.10**

The Employer recognizes that Faculty Members and Professional Librarians ought to be as free as are members of any other profession to participate in public life. It will, therefore, upon written request to the member's Dean or University Librarian, grant leave of absence to an Employee to be a candidate in Federal, Provincial or Municipal elections, subject to the following conditions.

- (a) The Employee shall be entitled to leave of absence with full salary and fringe benefits during an election campaign as follows:
  - i) For election to the Parliament of Canada: one month of leave
  - ii) For election to the Legislature of Nova Scotia: one month of leave
  - iii) For election as Mayor of the Halifax Regional Municipality: one-month of leave;
  - iv) For election to municipal office: one week of leave.
- (b) It is understood that the Employee will give reasonable assistance to the Chairperson or the University Librarian in making substitute arrangements satisfactory to the Employer for their teaching and/or other responsibilities during their period of leave as specified in (a) above.

### **19.5.20**

- (a) If an Employee is elected, they shall be entitled to leave of absence as follows:
  - i) As a Member of Parliament: full-time leave of absence without pay for one term of office;
  - ii) As a Member of the Legislative Assembly: a pro-rated leave of absence during one term of office with pay pro-rated to duties performed; the duties involved and consequent remuneration applicable shall be determined by the Dean/University Librarian after consultation with the Employee concerned;
  - iii) As Mayor of the Halifax Regional Municipality: full-time leave of absence without pay for one term of office.
- (b) In the case of pro-rated leave, the provisions of paragraph 19.5.10 (b) above will apply.

### **19.5.21**

If an Employee is elected to a Municipal office other than Mayor, they shall be entitled to a pro-rated leave of absence with pay pro-rated to duties performed.







weeks after the parental leave begins or seventy-eight (78) weeks after the child or children first arrive in the Employee's home, whichever is earlier.

- (e) When a parental leave has begun, and the child is hospitalized for at least one week, the Employee is entitled to resume work and to defer the unused portion of the Parental Leave until the child is discharged from hospital.
  - i) An Employee is entitled to only one interruption or deferral of a Parental Leave.
  - ii) An Employee who intends to use a deferral shall give the Employer as much notice as possible of the dates of resumption of employment and the Parental Leave.

### **19.6.7 Parental Leave with Supplemental Benefits**

- (a) In accordance with the requirements set out in Article 19.6.7(c), an Employee who is eligible for Parental Leave under Article 19.6.6(a) and who has been employed by the Employer for at least eleven (11) months, shall be entitled to supplemental benefits as follows:
  - i) In the case of an Employee electing to use standard Parental Leave benefits of up to thirty-five (35) weeks as defined by the Federal Employment Insurance Act (EI), for the first nine (9) weeks of Parental Leave, the Employee shall receive an amount equal to the difference between EI benefits received and 95% of the Employee's nominal salary.
  - ii) In the case of an Employee electing to use extended Parental Leave benefits of up to sixty-one (61) weeks as defined by the Federal Employment Insurance Act (EI), for the first nine (9) weeks of Parental Leave, the Employee shall receive an amount equal to the difference between EI benefits received and 73% of the Employee's nominal salary.
- (b) In accordance with the requirements set out in Article 19.6.7(c), an Employee who is eligible for Parental Leave under Article 19.6.6(b) and who has been employed by the Employer for at least eleven (11) months and who has adopted a child(ren) five years of age or younger, shall be entitled to supplemental benefits as follows:
  - i) In the case of an Employee electing to use standard parental leave benefits of up to thirty-five (35) weeks as defined by the Federal Employment Insurance Act (EI), for fourteen (14) weeks of Parental Leave, the Employee shall receive an amount equal to the difference between EI benefits received and 95% of the Employee's nominal salary.

- ii) In the case of an Employee electing to use extended parental leave benefits of up to sixty-one (61) weeks as defined by the Federal Employment Insurance Act (EI), for fourteen (14) weeks of Parental Leave, the Employee shall receive an amount equal to the difference between EI benefits received and 73% of the Employee's nominal salary.
- (c) To receive the supplementary employment benefit defined in 19.6.7 (a) or (b), the Employee shall supply the Employer with proof of application to Service Canada for EI Parental Leave benefits.
- (d)



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

## **19.7 LEAVE OF ABSENCE WITHOUT SALARY - FACULTY MEMBERS**

### **19.7.10**

- (a) Leave of absence without salary is not sabbatical leave and may be granted at any time by the Academic Vice-President on the recommendation of the appropriate Dean. The Faculty member shall make their request, in writing, specifying reasons and requested duration, to their Department Chairperson not later than December 1<sup>st</sup> of the academic year preceding that in which leave is requested to begin. The Department Chairperson shall forward the application, together with the Department's written recommendation and reasons to the Dean within fifteen (15) days of receipt of the application. The Department's recommendation shall not include any qualifications or conditions. The Dean shall consult with the Department prior to making a recommendation which is contrary to the Department's recommendation. The Dean shall forward the application together with the Department's recommendation and reasons for their recommendation to the Vice President, Academic & Research within fifteen (15) days of receiving it. The Vice President, Academic & Research shall give a written decision, including reasons, within thirty (30) days of receiving the application. These dates may be varied by mutual agreement. In the event the Vice President, Academic and Research's decision is negative, the Vice President, Academic and Research shall communicate written reasons for the decision to the applicant.
- (b) Leave of absence without salary may be sought for further studies, research, public service, or for other reasons which the faculty member shall specify and which the Academic Vice-President may accept. Except for the leaves provided in 19.5, or in exceptional circumstances such leave shall not

## **19.8 LEAVE OF ABSENCE WITHOUT SALARY - PROFESSIONAL LIBRARIANS**

### **19.8.10**

Leave of absence without salary may be granted by the University Librarian. The Professional Librarian shall make their request in writing, specifying reasons, to the University Librarian at least as far in advance as the period of leave requested, up to a maximum of six (6) months. This notification period may be varied by mutual agreement between the Employee and the University Librarian. The University Librarian shall reply in writing (stating the reason for the decision, if negative) as soon as possible but not later than thirty (30) days from the date they received the request. An employee on leave of absence without salary shall be entitled to continue their contributions to University benefit plans from time to time in force, provided the plans so permit. In all cases, Professional Librarians on leave without pay shall be required to indicate firmly to the University by a mutually agreed date, whether they intend to return to their positions at the University. Professional Librarians who fail to provide such an indication will be deemed to have repudiated their positions.

## **19.9 PAID JURY OR COURT LEAVE**

### **19.9.10**

The Employer shall grant leave of absence with pay to an Employee who serves as a juror or witness at any court.

## **19.10 GENERAL**

- (a) When, at the request of the Employer, an Employee agrees to undertake retraining in a new field, the Employee shall be allowed leave for the required period of retraining during which time the Employee shall receive a salary and/or research grants, stipends, fellowships, etc. to the equivalent of no less than one hundred percent of the member's normal salary for the period of leave. An Employee who is granted leave under this article must undertake to return to the University for a period equivalent to the period of leave.
- (b) An Employee may request consideration by the Employer for retraining in a new field. The period of leave and conditions of leave shall be mutually agreed.
- (c) It is understood that when a Faculty Member is going on sabbatical or other long-term leave the Department Chairperson will explore the possibility of obtaining a qualified replacement through one of the

existing exchange programs wherein a Visiting Professor's salary is paid, in part or in whole, by the sponsoring agencies.

- (d) Service credit with the Employer shall not be interrupted by the sick leave provided in 19.1, the compassionate and bereavement leave provided in 19.2, the paid leave of absence during election campaigns provided in 19.5.10 (a) and the parental leave provided in 19.6 hereof.
- (e) Employee working service credit shall be maintained during unpaid leave (19.7 or 19.8) provided that a written request is received in advance of the leave by the Vice-President Academic and Research justifying the reasons to continue service credits while on unpaid leave.

### **19.11 LEAVE OF ABSENCE IN RECOGNITION OF ADMINISTRATIVE SERVICE**

Upon completion of five (5) years of uninterrupted service as a Department Chairperson, Director of a Division, Assistant Dean, Graduate or Undergraduate Coordinators with programs of more than 30 students, or Associate Dean, either in an acting or fulltime capacity, an Employee shall be eligible for a twelve (12) month leave of absence at 85% of their salary for the purpose of re-establishing their teaching and research responsibilities and/or pursuing other career development activities.

- (a) In cases where a Faculty Member has accumulated credit toward sabbatical leave (per Article 19.3) prior to beginning five (5) years of uninterrupted service as Department Chairperson, Director of a Division, Assistant Dean or Associate Dean, such accumulated credit shall be carried forward and applied to eligibility toward their next sabbatical leave.
- (b) Years of service applied toward leave of absence in recognition of administrative service shall not be applied toward the Faculty Member's eligibility for sabbatical leave.
- (c) Years of uninterrupted service as a Department Chairperson, Director of a Division, Coordinator or Assistant Dean or Associate Dean in excess of five (5) years shall be applied towards the Faculty Member's eligibility for their next sabbatical leave.
- (d) A Faculty Member who qualifies for a leave of absence in recognition of administrative service shall notify the Dean of their intention to take such a leave no later than twelve (12) months prior to the date of the commencement of the leave of absence. The Faculty Member shall include with such notice a statement of their proposed study, research or other planned activity during the period of the leave of absence.

(e) A Faculty Member who has taken a leave of absence in recognition of

If disciplinary procedures are in progress at the same time as the Employee is being considered for tenure or renewal, the Employer or the Employee may request that the tenure or renewal process be deferred until the disciplinary process has been concluded.

**20.1.30**

Any discipline, up to and including dismissal, imposed upon an Employee will be for just and proper cause. The Employer agrees that it bears the onus of proving that any disciplinary action taken was for just and proper cause should the discipline give rise to a grievance which is then processed to arbitration.

**20.2.30**

If the Employee's whereabouts are unknown to the Employer and the Union or if the notice of delivery is unsuccessful, the meeting contemplated in 20.2.10 shall be dispensed with and the President may immediately give notice of discipline by email to the Employee's University provided email address and to their last known address by one of the methods stated in 20.2.10.

**20.2.40**

In cases where there is an immediate threat by the Employee to an individual(s) at the University or to University property, or an immediate or serious threat to the functioning of the University, the Employer retains the right to immediately suspend an employee until the matter can be dealt with under Article 20.2.10. Any such suspension shall be with pay and benefits.

**20.3.10**

If the Employee wishes to contest the discipline, the Employee may, within seven (7) calendar days of receiving email notice of discipline (or, in the case of the Employee being notified by the hand delivery methods (detailed in 20.2.10) as provided for in 20.2.30 above, within fourteen (14) calendar days of the dispatch of the discipline notice), give the Employer notice that the discipline is being grieved and referred to arbitration as set out in Article 22.6.

**20.3.20**

It is agreed that the Employer will not introduce into evidence at arbitration any notices of discipline of which the Employee was not aware at the time of the disciplinary action.

**20.3.30**

Until the Arbitration Board renders its decision, the Employee shall continue to receive their salary and other benefits but, at the Employer's discretion, may be suspended from the performance of some or all of their duties.

**ARTICLE 21.0 ENTRY OR RE-**



- (f) Any recommendations made to the Employer regarding appointment of Academic Administrators subsequent to the signing of this Agreement shall include the views and recommendations of the University Appointments Committee on the academic rank and/or tenure for each candidate submitted to the Employer. The Chairperson of the University Appointments Committee shall make these views and recommendations known to the Employer as soon as possible but in any recommendations





- (b) The time limits specified in this article may be extended by mutual agreement by the parties. The amended time limits must be specified in writing.

## **22.4 TERMINATION OF EMPLOYMENT**

### **22.4.1**

In cases involving dismissal, failure to renew a probationary contract or denial of tenure, the Union shall have the right to take a dispute directly to arbitration.

### **22.4.2**

In cases involving dismissal, failure to renew a probationary contract, denial of tenure or discipline, the burden of proof shall be on the Employer to establish its case. In a case of alleged discrimination the Union shall be required to present evidence first.

## **22.5 GRIEVANCE PROCEDURES**

### **22.5.1**

The Union shall lodge a written grievance with the Vice-President, Academic and Research by completing the grievance form attached as Schedule "B" to this Agreement.

### **22.5.2**

No later than ten (10) working days following the receipt of the grievance, the Vice-President, Academic and Research shall meet with the Union representative and any Employee affected. The parties shall make every reasonable attempt to resolve the grievance.

### **22.5.3**

If the grievance is resolved at this first stage, such settlement shall be reduced to writing and countersigned by the Union representative and the Vice-President, Academic and Research within five (5) working days of the meeting at which resolution was reached.

### **22.5.4**

In the event that the Union representative and Vice-President, Academic and Research cannot resolve the grievance within twenty (20) working days of the meeting specified in 22.5.2, the Vice-President, Academic and Research shall forward in writing to the Union representative the reasons for denying the grievance.

### **22.5.5**

If the first stage decision does not resolve the grievance, the Union may refer the matter to the President within five (5) working days of the date of receipt12 Tf12ffnQ0 g0 G00

to the President shall be in writing and shall include a copy of the grievance and a copy of the first stage decision. Within ten (10) working days of receipt of the submission, the President shall call a meeting with the appropriate parties to discuss the grievance. The President shall, within five (5) working days after such meeting, give a decision in writing to the Union.

#### **22.5.6**

If the grievance is not resolved at the meeting(s) held under article 22.5, none of the settlement discussion can be brought forward as evidence in any subsequent arbitration.

#### **22.5.7**

In the event the Employer has a grievance which it wishes to process under this Article, the Vice-President, Academic and Research or the Acting Vice-President, Academic and Research, shall present the grievance in writing to the President or Secretary of the Union, or their respective delegates. If the matter is not resolved to the satisfaction of the Employer within twenty (20) working days of the Union's receiving the grievance, the Employer may submit the matter to arbitration pursuant to the provisions of Article 22.6 hereof.

## **22.6 ARBITRATION**

### **22.6.1**

The Union may, within ten (10) working days of receipt of the response specified in 22.5.5, give written notice of its intention to submit the matter in dispute to an arbitrator for final and binding arbitration.

### **22.6.2 Arbitration Board**

- (a) There shall be an Arbitration Board composed of three (3) persons: a Nominee of each of the parties and a Chairperson to be chosen jointly by the two nominees. By mutual agreement, the Arbitration Board may be composed of one person.
- (b) The Members of an Arbitration Board hearing cases related to renewal promotion, tenure or dismissal shall be persons who hold or have held a full-time academic university appointment or university administrative appointment on the academic side.
- (c) At the time notice is given, the party shall indicate the name of its Nominee on the Board, and within seven (7) working days the other party shall reply, naming its Nominee. The two Nominees will then select a Chairperson for the Arbitration Board.
- (d) If the recipient of the notice fails to nominate an Arbitrator or if the two Nominees fail to agree on a Chairperson within seven (7) working days

of their appointment, any required appointment shall be made by the Minister of Labour for the Province of Nova Scotia upon the request of either party.

## **22.7 POWERS OF THE ARBITRATION BOARD**

### **22.7.1**

- (c) In reference to (b)i) above, should the author of the report not be available for cross-examination, the report shall not be entered into evidence;
- (d) In reference to (b)ii) above, should any individual referred to in the report whose testimony is deemed relevant to the case not be available for cross-examination, their testimony shall be removed from the report prior to its being submitted.

## **22.9 DECISION**

### **22.9.1**

The decision of the majority shall be the decision of the Arbitration Board and, where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding and enforceable on both parties.

## **22.10 EXPENSES**

### **22.10.1**

Each party shall bear the fees and expenses of its appointed Arbitrator and one-half (1/2) of the fees and expenses of the Chairperson of the Arbitration Board not paid by the Department of Labour.

## **ARTICLE 23.0 REDUCTIONS IN WORKFORCE**

### **23.1 REDUCTIONS IN FACULTY**

#### **23.1.10**

A major change in academic programs or course offerings resulting from significant changes in student enrollment or serious financial considerations, or

- (a) Moratorium on new appointments in the area affected and cognate areas;
- (b) Realignments and adjustments to the University budget;
- (c) Adjustments to academic programs and course offerings, provided such shall not have a major adverse effect on students;
- (d) Use of sabbatical or other leaves, and normal or early retirements, with the consent of the Employee concerned;
- (e) Transfer to other Departments or positions with the University with the consent of the Employee concerned and with the consent of the Department or administrative unit to which the Employee is to be transferred;
- (f) Consideration for re-training at the option of the Employer. All such re-training shall be with the Employee's consent. An Employee selected for re-training shall be allowed leave for up to two years and shall receive a salary and/or research grants, stipends, fellowships, etc., to the equivalent of 100% of the Employee's normal salary for such year(s) of leave. An Employee selected for re-training must undertake to return to employment at the University for a period equivalent to the period of re-training leave.

**23.1.20 Lay-Off and Recall - Faculty Members**

**23.1.21**

- (a) When a declaration of redundancy is made and no satisfactory provision can be made by the Employer for the continued employment of Faculty Members affected, redundant Faculty Members shall be laid off in the following order:
  - i) Part-time Faculty Members,
  - ii) Visiting or sessional Faculty Members,
  - iii) Faculty Members on limited term appointments,
  - iv) Other full-time Employees, based on academic priorities and
- (b) Notice of lay-

make them competent: in such cases, Faculty Members on lay-off shall be recalled in the reverse order of their lay-off.

- (d) In the event of recall to their previous position or to a different position for which the Faculty Member is qualified, the Faculty Member shall receive all the entitlement of the previous position:
  - i) Recalled Faculty Members shall receive the same rank; years of service in rank; tenure or appointment status; sabbatical entitlement; and seniority which they held before being laid off.
  - ii) The recalled Faculty Member shall receive a salary that is not less than the minimum annual salary that was applicable to their place on the Salary Scales specified in Article 16.00 before being laid off. Appropriate credit for relevant equivalent service performed by the Faculty Member during the lay off period shall be determined in accordance with Article 10.1.30. The recalled Faculty Member shall be advanced on the Salary Scales to reflect any increase in service credit.

#### **23.1.22**

A Faculty Member hired under Article 10.1.10(a), (b) or (g) who is declared redundant and leaves the employ of the University as a result of such redundancy shall receive one month's salary for each year of full-time service with the University up to a maximum of twelve (12) months' salary. The monthly salary shall be computed on the basis of the Faculty Member's salary during their final year of employment. Faculty Members leaving the employ of the University under this clause retain their right to be recalled under Article 23.1.21(c).

#### **23.1.23**

Seniority for Faculty Members shall mean the total amount of compensated service in the employ of the University. Seniority will be considered broken, and all rights hereunder forfeited, when the Faculty Member:

- (a) Voluntarily leaves the employ of the University;
- (b) Is discharged for cause;
- (c) Fails to return to work within forty-five (45) calendar days after receiving a recall notice;
- (d) Is laid off for a period in excess of forty-eight (48) months.





- (b) Professional Librarians on term appointment;
- (c) Professional Librarians on probationary appointments;
- (d) Non-probationary Professional Librarians.

**23.4.20**

In the event of a lay-off, the affected Librarian(s) will receive notice or salary in lieu of notice calculated at a rate of one (1) month's notice or salary for every year of compensated service. In no case shall the notice or salary in lieu of

address on file with the Employer. It shall be a condition of possible future recall that all Professional Librarians keep the Employer informed of their current mailing address;

(d) Are laid-off for a period in excess of forty-eight (48) months.

## **ARTICLE 24.0 AMALGAMATION, MERGER, AND PROGRAM SUSPENSION OR CLOSURE**

### **24.1 AMALGAMATION AND MERGER PROTECTION ó UNIVERSITY**

The Employer shall not sell or transfer the whole of the assets of the University, or amalgamate or merge with any other body, during the term of the Agreement without prior consultation with the Union. In the event of the sale, transfer, amalgamation or merger of the University, the terms and conditions of the Agreement shall remain in effect during the life of the Agreement. The Employer will use its best efforts to ensure that after the Agreement has expired:

- (a) All Employees will be employed by the new Employer and, to the extent possible, in the same Departments as they are employed with the Employer;
- (b) All Employees will receive the same rank with the new Employer and enjoy the same status and privileges, including tenure or seniority, which they enjoyed with the Employer;
- (c) So far as possible all rights accrued with the Employer related to sabbatical entitlement, tenure, seniority, vacation, sick leave and similar benefits will be preserved with the new Employer; and
- (d) Conditions of employment and salaries with the new Employer shall be at least on par with the conditions of employment and salaries enjoyed by the Employees with the Employer.

### **24.2 AMALGAMATION, MERGER, SUSPENSION OR CLOSURE - ACADEMIC PROGRAMS**

#### **24.2.1**

The amalgamation, merger, suspension or closure of academic credit programs, for reasons other than financial exigency, requires notice to and prior consultation with: the Department or Departments in which the program is housed; the appropriate Faculty Executive; the appropriate Faculty Council;

and the approval of Senate to the extent provided for in the Saint Mary's University Act, 1970.

#### **24.2.2**

For the purposes of Article 24.2, consultation shall mean that the Department, Faculty Executive, and Faculty Council shall be asked to submit their recommendations regarding the proposed amalgamation, merger, suspension or closure to Senate or a committee designated by Senate, and that each shall also have the right to meet with and discuss the amalgamation, merger, suspension or closure with Senate or a committee designated by Senate. Consultation also means that the affected Department, Faculty Executive or Faculty Council shall be given 30 days from the date of notice in which to make their recommendations and in which to meet with Senate or a committee designated by Senate prior to any Senate decision with respect to the amalgamation, merger, suspension or closure.

#### **24.2.3**

Any amalgamation, merger, suspension or closure of an academic credit program is subject to the provisions of Article 23.0.

### **24.3 AMALGAMATION, MERGER OR CLOSURE 6 LIBRARY**

#### **24.3.1**

The amalgamation, merger, or closure of the Library, or one or more of the Library's operational areas, or changes that may result in layoff of Professional Librarians, for reasons other than financial exigency, requires notice to and prior consultation with the Librarian Council and the Senate.

#### **24.3.2**

For the purposes of Article 24.3, consultation shall mean that the Librarian Council and Senate shall be asked to submit their recommendations regarding the proposed amalgamation, merger, or closure to the Academic Vice-President, and that they shall also have the right to meet with and discuss the amalgamation, merger, or closure with the Academic Vice President. Consultation also means that the Librarian Council and Senate shall be given 30 days from the date of notice in which to make their recommendations and in which to meet with the Academic Vice President prior to any recommendation they would make to the President with respect to the amalgamation, merger, or closure.

#### **24.3.3**

Any amalgamation, merger, or closure of the Library, is subject to the provisions of Article 23.0.

## **ARTICLE 25.0            OFFICIAL FILES**

### **25.1.10**

Subject to the provisions of 25.1.30, all documents and materials maintained by the Employer and used, or to be used, in determining the employment status of, or in evaluating the professional performance of, an Employee shall be placed in an Official File. There shall be only one Official File for each Employee. The Official File shall contain an inventory of all of the material contained in the File. This file shall be kept in the office of the Academic Vice President. Copies of these documents and materials may be filed and used elsewhere as necessary for normal administrative purposes. Documents and materials contained in the Official File shall be clearly marked as confidential. Copies of any documents or materials, the originals of which are contained in an Official File, shall clearly be marked as copy and confidential.

### **25.1.20**

An Employee, and with the Employee's written consent, an Employee's agent, shall have the right, during normal business hours, and upon reasonable notice, to examine the entire contents of their Official File. The examination may be carried out in the presence of a person designated by the Academic Vice President. Employees, or their agents, shall not remove their Official File or parts thereof from the office. An Employee or their agent may obtain, upon written request, a copy of any of the contents of their Official File.

### **25.1.30**

Employees have the right to have included in their Official Files, their written comments about the accuracy, relevance, meaning or completeness of the contents of their Files. Upon written request from an Employee or the Employee's agent, the Academic Vice President shall remove from the Employee's Official File information which has been shown to be false.

### **25.1.40**

The Employer will not rely upon any anonymous complaints or cr4d cr4d cr4d cr4d cr4d cr4d cr4d

may be used by the Employer in decisions affecting the Employee's employment status.

**25.1.60**

No report which is unfavourable to an Employee may be placed in the Employee's Official File or constitute a part of the Official File unless a copy of the report is sent to the Employee within twenty (20) days of such performance, behavior or conduct coming to the attention of the Employer or of the Employer's alleged source of dissatisfaction with the Employee.

**25.1.70**

Upon signing of this Collective Agreement, the Employer agrees to create an Official File for each Employee in keeping with the requirements stipulated in this Article.

**25.1.80**

## **ARTICLE 28.0 COPIES OF THE AGREEMENT**

### **28.1**

The Employer shall make available a copy of the Agreement on the University website and will provide a PDF of the Agreement to each Employee via the Employee's preferred email address registered in Banner. In addition, the Employer will provide fifty (50) printed copies to the Union within thirty (30) days of the date of signing of the Agreement.

## **ARTICLE 29.0 TERM OF AGREEMENT**

### **29.1 DURATION AND APPLICATION**

The Agreement shall be binding and remain in effect from the 1st day of September, 2022 until and including the 31st day of August, 2025. All provisions of this Agreement shall, unless otherwise stated, be effective from the date of the signing of this Agreement except for the following: Monetary adjustments provided in Article 16.0. This Agreement shall continue from year to year after the 31st day of August, 2025 unless either party gives the other party notice in writing at least thirty (30) days, but not more than one hundred and fifty (150) days prior to the 31st day of August in any year that it desires renegotiation of the Agreement.

### **29.2 NOTICE OF RENEGOTIATION**

The notice of renegotiation shall stipulate as completely as possible the revisions requested or the articles to be renegotiated. Within twenty (20) days of receipt of such notice by one party, the other party shall enter into negotiation of a new Agreement.

### **29.3**

The Agreement shall remain in force, including during any period of negotiation, until a new Agreement is ratified by both parties, or until a lockout or a strike is declared pursuant to the Trade Union Act of Nova Scotia.

SAINT MARY'S UNIVERSITY

SAINT MARY'S UNIVERSITY  
FACULTY UNION

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Chair of the Board

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President of the Faculty Union

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Witness as to the signing by  
Saint Mary's University

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Witness as to the signing by  
Saint Mary's University Faculty Union

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President of the University

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Secretary to the Faculty Union

**MEMORANDUM OF UNDERSTANDING**  
**APPOINTMENT OF ACADEMIC ADMINISTRATORS**

1. In the application of Article 15.3.10, during the search process for Academic Administrators, Employees shall be provided the opportunity to have a meeting with



**MEMORANDUM OF UNDERSTANDING**  
**FEASIBILITY REVIEW ó RE-INCLUSION OF MEMBERS IN EMPLOYER**  
**BENEFIT PLANS**

**MEMORANDUM OF UNDERSTANDING**  
**DEFINING ROLES AND RESPONSIBILITIES FOR LABORATORY PERIODS**

The Parties agree that it is necessary to clearly delineate the respective roles and responsibilities of Faculty Members and the Employer with respect to the safe conduct of laboratory periods.

Therefore, the Employer and the Union agree that:

1. An ad hoc committee will be established with a mandate to develop a Conduct of Laboratory Periods Policy to:
  - a. Delineate the roles and responsibilities of Faculty Members, Teaching

# University of Northern Iowa Faculty Salary Scales

## Salary Scale 1: September 1, 2022

	LECTURER	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	FULL PROFESSOR
1	\$69,358	\$80,150	\$98,451	\$124,913
2	\$72,908	\$83,281	\$101,090	\$124,590

**Salary Scale 2: September 1, 2023**

	LECTURER	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	FULL PROFESSOR
1	\$71,439	\$82,554	\$101,404	\$128,660
2	\$75,095	\$85,780	\$104,820	\$132,291
3	\$78,322	\$89,009	\$108,238	\$135,915
4		\$92,234	\$111,654	\$139,541
5		\$95,461	\$115,069	\$143,169
6		\$98,687	\$118,489	\$146,793
7		\$101,915	\$121,906	\$150,420
8				

**Salary Scale 3: September 1, 2024**

LECTURER      ASSISTANT

## Professional Librarian Salary Scales

### Salary Scale 1: September 1, 2022

	LIBRARIAN I	LIBRARIAN II	LIBRARIAN III	LIBRARIAN IV
1	\$62,114	\$68,687	\$83,451	\$98,727
2	\$64,824	\$71,033	\$85,779	\$101,042
3	\$67,168	\$73,376	\$88,104	\$103,358
4		\$75,725	\$90,431	

**Salary Scale 2: September 1, 2023**

	LIBRARIAN I	LIBRARIAN II	LIBRARIAN III	LIBRARIAN IV
1	\$63,978	\$70,748	\$85,954	\$101,689
2	\$66,769	\$73,164	\$88,353	\$104,073
3	\$69,183	\$75,577	\$90,747	\$106,459
4		\$77,997	\$93,143	\$108,840
5		\$80,410	\$95,540	\$111,226
6			\$97,935	\$113,613
7			\$100,331	\$116,000
8			\$102,727	\$118,382
9			\$105,122	\$120,767
10				\$123,153
11				\$125,538
12				\$127,924
13				\$130,306

**Salary Scale 3: September 1, 2024**

	LIBRARIAN I	LIBRARIAN II	LIBRARIAN III	LIBRARIAN IV
1	\$65,897	\$72,870	\$88,533	\$104,740
2	\$68,772	\$75,359	\$91,003	\$107,195
3	\$71,259	\$77,845	\$93,469	\$109,653
4		\$80,337	\$95,938	\$112,106
5		\$82,822	\$98,406	\$114,563
6			\$100,873	\$117,022
7			\$103,341	\$119,480
8			\$105,809	\$121,933
9			\$108,276	\$124,390
10				\$126,847
11				\$129,304
12				\$131,761
13				\$134,216



## Ujgfwöü'565 Lecturer Stream Salary Scales

### Salary Scale 1: September 1, 2022

	LECTURER (LS)	SENIOR LECTURER (LS)
1	\$71,815	\$87,248
2	\$75,376	

**Salary Scale 2: September 1, 2023**

	LECTURER (LS)	SENIOR LECTURER (LS)
1	\$73,969	\$89,866
2	\$77,638	\$92,909
3	\$80,877	\$95,964
4	\$83,981	\$99,031
5	\$87,049	\$102,104
6	\$90,117	\$105,176
7	\$93,184	\$108,245
8		\$111,314
9		\$114,382
10		\$117,450
11		\$120,519
12		\$123,587
13		\$126,655

**Salary Scale 3: September 1, 2024**

	LECTURER (LS)	SENIOR LECTURER (LS)
1	\$76,188	\$92,562
2	\$79,967	\$95,696
3	\$83,303	\$98,843
4	\$86,501	\$102,002
5	\$89,660	\$105,167
6	\$92,820	\$108,331
7	\$95,980	\$111,492
8		\$114,653
9		\$117,813
10		\$120,974
11		\$124,134
12		\$127,295
13		\$130,455

## U e j g f w n - Grievance Form

GRIEVOR'S NAME: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_ Phone Number: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ Phone Number: \_\_\_\_\_

1. Nature of Grievance:

2. Section(s) of Collective Agreement Involved:

3. Facts of the Case: (Attach separate page, if necessary)

4. Remedy Sought:

Signature of Grievor:

Date:

\_\_\_\_\_

\_\_\_\_\_

# **U e j g f w n - Reduced Duties Status ó Phased Retirement and Reduced Duties Status ó Special Circumstances**

## **Applications and Conditions**

Reduced Duties Status (RDS) is an arrangement in which an Employee, at their request, and subject to the Employer's approval, carries a reduction in duties for a specified period of time.

RDS shall normally constitute the same proportional reduction in each of the components of the Employee's duties as specified in Article 8.4 or 15.0 as appropriate, except where the Employee and the University agree to a variation. It may constitute a reduction throughout the academic year or a release from duties for a portion of the academic year or any combination thereof. It shall normally not involve a reduction of more than two-thirds of normal duties or a release from all duties for more than two-thirds of the academic year. The Reduced Duties Status shall normally be available only to Employees who are (a) at

Librarian holding an appointment under Article 10.2.60. Employees shall not normally be denied RDS unless the cost of the replacement exceeds the cost savings of the RDS and/or the granting of the RDS would result in the operational requirements of the unit not being met.

The Employer shall negotiate the terms of RDS with an Employee; the Employee is entitled to have a representative of the Union attend the negotiating sessions.

No RDS arrangement shall take effect unless and until the Employee and the Employer agree in writing to all the terms and conditions of the RDS. When a RDS arrangement is negotiated, the duration of the agreement must be specified. When the agreement has been signed, the University shall send a copy of the agreement to the Union.

### **Rights of Employees with Reduced Duties Status**

An Employee with RDS has all the rights under this Agreement of an Employee who is not on RDS, except as specifically excluded in the Reduced Duties Agreement. RDS shall not change the Member's rights to security of employment. Time spent on RDS shall be counted as the proportion of the reduced duties as a period of service for Sabbatical Leave or Research or Professional Development Leave credit.

Before an Employee moves to RDS, the Employee's academic unit shall submit its recommendation on the RDS application to the Dean or University Librarian, as appropriate. The Academic unit shall include, along with its recommendation, its plan for covering the duties that will be reduced. The Dean or University Librarian shall include the Department's recommendation with their recommendation to the Vice-President, Academic and Research who shall take the said recommendations into account before making a decision. The AVP's decision shall be communicated in writing with reasons to the Employee and the Department.

### **Salary and Benefits**

During a RDS arrangement, the Employee's Reference Salary; i.e. the salary the Employee would normally receive without any reduction of duties, shall be subject to all salary adjustments which would be applicable to that Employee's salary had the Employee not received any reduction in duties. During the negotiated period of service under the RDS, the actual salary received by the Member shall be in proportion to the reduced duties based on the Reference Salary.

An Employee granted RDS under (a) is entitled to full benefits, as applicable, related to their reference salary. Participation in benefit plans shall be on the same basis, i.e. mandatory or voluntary, as that for employees without reduced duties. The Employer shall continue to pay its portion of the premiums for the Employee's benefits. Pension contributions will be based on the reduced salary and the Employer shall make its contributions on the same basis in accordance with the Income Tax Act. The Employee's contributions and eligibility to health and dental, life insurance, LTD, and EAP plans shall be according to premiums established by the SMUFU Health and Benefit Trust. Union dues shall be based on the Employee's actual salary.

An Employee granted RDS under (b) will be eligible for all benefits available to Employees without RDS. Participation in benefit plans shall be on the same basis, i.e. mandatory or voluntary, as that for employees without reduced duties. Benefit premiums, pension contributions, and Union dues will be based on the reduced salary. The Employee's contributions and eligibility to health and dental, life insurance, LTD, and EAP plans shall be according to premiums established by the SMUFU Health and Benefit Trust.

While on RDS under (a) or (b), the Employee's Professional Development Expense Reimbursements under Article 16.6 shall be prorated on the basis of the Employee's reduced salary. There shall be no reduction in the allocation of travel funds to the Employee.

The parties, the University and the Union, acknowledge that nothing in Schedule C constitutes discrimination on the basis of age.

**Schedule D ó Faculty/Librarian Early Retirement  
Incentive Plan (ERIP)**

- x The Early Retirement Date (ERD) will be June 30 of the year in which the ERIP



**Other benefits available until normal retirement date**

- x Tuition waiver benefits per the Faculty Collective Agreement
- x SMU Fit benefit – 50% discount for faculty, 25% discount for spouse
- x Library benefits per the Faculty Collective Agreement
- x Maintain eligibility for research grants and travel expenses to the extent authorized by the Dean or other agencies

**Other conditions of the retirement incentive program**

- x

## **Schedule E ó Faculty/Librarian Retirement Incentive**

1.

4. Employees who receive the Retirement Incentive shall not be eligible to participate in the Saint Mary's University's pension plan as of the retirement date. Employees who receive the Retirement Incentive shall not be eligible to participate in the Saint Mary's University's group life program, extended health care program, employee assistance program, and long term disability insurance program. Participation and eligibility in the group life program, extended health care program, employee assistance program, and the long-term disability insurance program is at the

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