

COLLECTIVE AGREEMENT

BETWEEN

**THE UNIVERSITY OF PRINCE EDWARD ISLAND
BOARD OF GOVERNORS**

AND

**THE UNIVERSITY OF PRINCE EDWARD ISLAND
FACULTY ASSOCIATION
Bargaining Unit #1**

Expires June 30, 2012

TABLE OF CONTENTS

SECTION A

A-1	DEFINITIONS.....	1
A-2	PURPOSE.....	3
A-3	RECOGNITION	3
A-4	ACADEMIC FREEDOM.....	4
A-5	CONFIDENTIALITY.....	4
A-6	CONFLICT OF INTEREST	5
A-7	NON-DISCRIMINATION	6
A-8	RESPONSIBILITIES OF FACULTY MEMBERS.....	7
A-9	RESPONSIBILITIES OF ACADEMIC LIBRARIANS	8
A-10	MANAGEMENT RIGHTS	10
A-11	ASSOCIATION RIGHTS	11
A-12	ASSOCIATION MEMBERSHIP AND DUES COLLECTION.....	12
A-13	RELEASE TIME FOR FACULTY ASSOCIATION OFFICERS	13
A-14	JOINT COMMITTEE	14
A-15	CORRESPONDENCE	15
A-16	SAVINGS CLAUSE	15

SECTION B

B-1	RANKS.....	16
B-2	APPOINTMENT OF FACULTY MEMBERS	16
B-3	DEPARTMENT CHAIRS.....	23
B-4	DIRECTORS AND COORDINATORS OF INTERDISCIPLINARY ACADEMIC PROGRAMS	27
B-5	RANK & APPOINTMENTS - LIBRARIANS	28
B-6	ADMINISTRATIVE AND BOARD APPOINTMENTS	35
B-7	RETIREMENT, RESIGNATION AND TERMINATION	36

SECTION C

C-1	LEAVES OF ABSENCE.....	37
C-2	SABBATICAL LEAVE	37
C-3	STUDY LEAVE.....	40
C-4	LEAVE WITHOUT PAY.....	41
C-5	PREGNANCY AND PARENTAL LEAVE	41
C-6	LEAVE TO ACCEPT PUBLIC OFFICE.....	44
C-7	SICK LEAVE	45
C-8	VACATION	46
C-9	HOLIDAYS	47
C-10	COMPASSIONATE AND BEREAVEMENT LEAVE	48
C-11	SPECIAL NEEDS	48
C-12	JURY/WITNESS LEAVE.....	49
C-13	EXCHANGE LEAVE	49
C-14	PROFESSIONAL DEVELOPMENT AND CONSULTATIVE LEAVES	50

SECTION D

D-1	SALARY	51
D-2	ADMINISTRATIVE RELEASE AND ALLOWANCES.....	51
D-3	OVERLOAD	52
D-4	MARKET DIFFERENTIALS	53
D-5	GROUP BENEFITS	54
D-6	PROFESSIONAL DEVELOPMENT AND TRAVEL REIMBURSEMENT (PDTR)	56
D-7	START-UP FUNDING AND RESEARCH GRANTS IN LIEU OF SALARY...	57
D-8	RELOCATION ALLOWANCE.....	58

SECTION E

E-1	EVALUATION OF TEACHING AND FACULTY REVIEW PROCEDURES..	59
E-2	TENURE AND PROMOTION OF FACULTY	66
E-3	TEACHING DOSSIER	84
E-4	EXTERNAL LETTERS OF REFERENCE	86
E-5	REVIEW OF LIBRARIANS	87
E-6	POLICIES AND PROCEDURES FOR LIBRARIAN REVIEW	89
E-7	PERMANENT APPOINTMENT AND PROMOTION OF LIBRARIANS.....	90

SECTION F

F-1	FINANCIAL EXIGENCY.....	100
F-2	GRIEVANCE AND ARBITRATION PROCEDURES.....	105
F-3	OFFICIAL EMPLOYEE FILE	110
F-4	NEGOTIATIONS	112
F-5	TERM OF AGREEMENT	112
F-6	DISCIPLINE.....	113

SECTION G

G-1	SESSIONAL INSTRUCTORS.....	117
G-2	CLINICAL NURSING INSTRUCTORS	125

SECTION H

H-1	WORKLOAD	135
H-2	WORKING CONDITIONS.....	142
H-3	EMPLOYMENT IN EXTERNAL REMUNERATIVE ACTIVITIES	142
H-4	INTELLECTUAL PROPERTY (IP)	144
H-5	ASSOCIATION ACCESS TO INFORMATION	147
H-6	STRIKES AND LOCKOUTS	147
H-7	PRIVACY	148

SECTION I

APPENDIX A - Schedule of Faculty Salaries	151
APPENDIX B - Schedule of Librarian Salaries	154
APPENDIX C - Schedule of Sessional Instructor Stipends	157
APPENDIX D - Schedule of Clinical Nurse Instructor Hourly Rate of Pay	158

SECTION J

LETTER OF UNDERSTANDING #1 RE: Integrity in Research and Scholarly Work..	159
LETTER OF UNDERSTANDING #2 RE: Canada Research Chair.....	160
MEMORANDUM OF UNDERSTANDING RE: Mandatory Retirement	163
MEMORANDUM OF AGREEMENT RE: Certification Order.....	164
SCHEDULE I - ORDER OF CERTIFICATION (File No.01-001)	
SCHEDULE II - ORDER OF CERTIFICATION - Minutes of Settlement	
SCHEDULE III - AMENDED CERTIFICATION ORDER (File No.10-018)	

SECTION A

A-1 DEFINITIONS

For the purpose of this Agreement,

"Agreement" (always capitalized) means this collective agreement between the Parties.

"Association" (always capitalized) means the University of Prince Edward Island Faculty Association (UPEIFA).

"Board" (always capitalized) means the Board of Governors of the University of Prince Edward Island.

"Cognate Department" means an academic unit whose discipline(s) relate(s) to another academic unit.

"Day" means a day from Monday to Friday, and excluding holidays, on which the offices of the Administration of the University are open, unless otherwise specified.

"Employer" (always capitalized) means the Board of Governors of the University of Prince Edward Island.

"Faculty Member" (always capitalized) means a member of the bargaining unit who holds a tenured, probationary or term appointment at the rank of Professor, Associate Professor, Assistant Professor or Lecturer.

"Grievance" is a complaint that has not been resolved informally by the Parties. Only the Association or the Employer may file a grievance against the other Party.

"Librarian" (always capitalized) means a member of the bargaining unit who holds a permanent, probationary or term appointment at the rank of Librarian I, Librarian II, Librarian III or Librarian IV.

"Member" (always capitalized) means an employee who is designated as a member of the bargaining unit by the Order of Certification - File 01-001, including Faculty Members, Sessionals Instructors, Librarians and Clinical Nursing Instructors.

"Nominal Salary" means the salary a Member would have received on a twelve (12) month full-time appointment.

"Parties" (always capitalized) refers to the Association and the Employer; "Party" (always capitalized) refers to one of the Parties.

"Permanent Appointment" or "Permanency" means an appointment without term, the right of a Member not to be dismissed except for just cause. Such appointments shall be subject to layoff or termination only in accordance with this Agreement.

"President" (when not modified and when capitalized) means the President of the University of Prince Edward Island.

"Promotion" means advancement from one rank to a higher rank in the appropriate classification structure.

"Re-appointment" means the appointment of a Member in a term position to a subsequent term position.

"Senate" (always capitalized) means the Senate of the University of Prince Edward Island.

"Sessional Instructor" (always capitalized) means a person who is not a Faculty Member, who has full or joint responsibility for teaching one or more credit courses and is remunerated on a per course basis.

"Shall" means that the action is to be considered mandatory.

"Tenure" means an appointment without term, the right of a Faculty Member not to be dismissed except for just cause. Such appointments shall be subject to layoff or termination only in accordance with this Agreement.

"University" (when capitalized) means the University of Prince Edward Island (UPEI).

"University Librarian" (always capitalized) means the chief administrative officer for the University Library.

A-2 PURPOSE

- A2.1 This Agreement seeks to promote and maintain harmonious and well-defined relationships within the University by adhering to principles that are consistent with the University's overall objectives and to provide means acceptable to both Parties for settling differences which may arise between them from time to time.
- A2.2 The Parties acknowledge that the objectives and purposes of the University are the attainment of high standards of academic excellence, the pursuit of truth, and the dissemination of advanced knowledge. The objectives and purposes are to be achieved principally through teaching, scholarship, research, and service to the University and the community at large.
- A2.3 The Parties recognize that they each have a responsibility to encourage, within the University, an environment which is conducive to the achievement of these objectives.
- A2.4 The Parties agree that they shall exercise their respective rights under this Agreement fairly and reasonably, and in a manner consistent with the provisions of this Agreement.
- A2.5 This Article (A-2) is a statement of mutually agreed values which does not constitute in and of itself, the subject of any grievance.

A-3 RECOGNITION

- A3.1 The Board of Governors recognizes the Association (UPEIFA) as the sole and exclusive bargaining agent for the unit defined in the Order of Certification (File No. 01-001) of August 2, 2001 (Schedule I) issued by the Prince Edward Island Labour Relations Board, save and except the exclusions listed in Appendix 1 of the Minutes of Settlement (Schedule II) jointly filed to the Labour Relations Board on July 20, 2001.
- A3.2 The Board of Governors recognizes the Association as the sole representative of its Members. Furthermore, no Member or group of Members in this bargaining unit shall be required to enter into any agreement with the Employer which may conflict with the terms of this Agreement.
- A3.3 The Board of Governors and the Association agree that the application of "Note" in Schedule A of the Certification Order is intended to apply to persons primarily engaged in managerial, administrative or contract professional functions, and in no way prohibits the President, Vice-President, Deans, Associate or Assistant Deans, the University Librarian or bargaining unit members appointed to the Board of Governors from conducting any teaching or professional responsibilities.

A-4 ACADEMIC FREEDOM

- A4.1 The Parties are committed to and agree to strive to uphold and to protect the principles of academic freedom as expressed in the following statement: academic freedom involves the right to teach, to investigate, to speculate, to publish and to collect and make available library materials without deference to prescribed doctrine and free from institutional censorship. It includes the freedom to criticize the University and the Association. The right to academic freedom carries with it the duty to use that freedom in a responsible way.
- A4.2 Members hold the following rights and freedoms subject to certain exceptions described in Section G1.10 and G2.13:
- a) the right to speak freely and criticize, including criticism of the University of Prince Edward Island and the Association, freedom from censorship by the Parties, and freedom to consider and study all available expressions of creativity, knowledge and intellectual activity, including those which may be considered by some elements of society to be unconventional, unpopular or unacceptable;
 - b) the right to do research, freedom in the choice and pursuit of research and scholarly endeavours without deference to prescribed doctrine and free from institutional censorship, freedom to disseminate or to withhold dissemination of the results and conclusion of such scholarly endeavours;
 - c) freedom in the choice and pursuit of teaching without deference to prescribed doctrine, and free from institutional censorship;
 - d) freedom in professional practice and to collect and make available library materials without deference to prescribed doctrine and free from institutional censorship;
 - e) freedom to state their views on matters relating to their discipline.
- A4.3 Academic freedom does not require neutrality; rather, academic freedom carries with it the duty to use that freedom in a manner consistent with an honest search for knowledge.
- A4.4 Academic freedom does not confer legal immunity, nor does it diminish the obligation of Members to meet their responsibilities as defined in this Agreement. Members shall not be hindered or impeded in any way, by either of the Parties, from exercising their legal rights, nor shall the University impose any penalties because of the exercise of such legal rights.

A-5 CONFIDENTIALITY

- A5.1 All persons have the responsibility to respect the confidentiality of information gained during participation in a committee dealing with such matters as appointment, reappointment, promotion, tenure or permanency, continuing appointment, discipline, or in the discharge of other administrative duties or responsibilities.

A5.2 Members shall not reveal information about students, whether concerning their academic progress, their personal life, or their political or religious views, except in the following circumstances:

- the normal provision of grades or references within the University or to another educational institution;
- the provision of references for employment purposes when authorized by the student;
- academic counselling;
- pedagogical problem solving discussions;
- in the context of other University policies and procedures.

A5.3 Other than for those exceptions listed in A5.2, Members may reveal confidential information when specifically authorized in writing by the person concerned.

A-6 CONFLICT OF INTEREST

A6.1 No person shall knowingly participate in procedures for appointment, reappointment, discipline, promotion, tenure or permanency, sabbatical or other leaves, and pension and benefits, affecting his or her own position or that of an individual with whom that person has or had a marital, spousal, familial, sexual or ongoing significant financial relationship, or where a situation of **actual** bias or apprehension of bias exists.

A6.2 The Parties recognize that a Member may not be aware that a conflict of interest exists until after the work of a committee begins (for example, when the names of applicants are made known to the committee). Nevertheless, it is the responsibility of every Member to immediately declare when she or he is in a conflict of interest situation and to withdraw from the decision making process involved.

A6.3 If the Dean, University Librarian, or the Chair of the relevant University committee receives a complaint about the potential conflict of interest of any person, the Dean, University Librarian, or Chair shall discuss the complaint with the person concerned. If the complaint is not resolved, the complaint shall be forwarded to the **Vice President Academic**. The **Vice President Academic** will discuss the matter with the person concerned. If there is even an appearance of a potential conflict of interest, it is agreed that the individual shall withdraw from any further participation in the relevant procedures. The **Vice President Academic** shall render a decision. Where a replacement must be identified, the selection process for the committee will be re-activated.

A6.4 A conflict of interest also arises if gifts, gratuities or favours of more than a nominal value are exchanged between Members and any individual or company whose relationship with the University involves the Member's sphere of responsibilities. Cash payments, in any amount, must not be accepted or given as a gift or favour under any circumstances.

A6.5 Members shall not knowingly authorize the purchase, with funds administered by the University, of equipment, supplies, services, or real property from a source with which they have a conflict of interest. For this purpose, a conflict of interest will exist if the Member or an individual with whom that person has or had a marital, spousal, familial, sexual or ongoing significant financial relationship, has a substantial financial interest in the supplier.

A-7 NON-DISCRIMINATION

A7.1 The Parties agree that there shall be no discrimination exercised or practiced with regard to any matter relating to the terms and conditions of employment on the grounds of Association membership or any other grounds prohibited by the *Human Rights Act*, including:

- race or colour;
- creed;
- ancestry;
- national origin;
- place of birth;
- sex;
- sexual orientation;
- religion;
- clerical or lay status;
- age;
- language (except where the lack of language competence clearly prevents the Member from fulfilling her or his professional obligations and duties);
- political affiliation;
- the state of physical or mental health (except where the state of health clearly will prevent the Member from fulfilling her or his professional obligations and duties once accommodation for such disability, illness or incapacity has been made).

A7.2 The Parties agree that the protection from discrimination includes the protection from retaliation on any of the above identified protected grounds against a Member for her or his having taken action either as a complainant or griever, or for assisting a complainant or griever in taking action, or for acting as a witness or advocate on behalf of an individual in a legal or other proceeding to obtain a remedy for an action of discrimination by the University.

A-8 RESPONSIBILITIES OF FACULTY MEMBERS

A8.1 As teachers and scholars, Faculty Members have certain duties and responsibilities to the University of Prince Edward Island. The professional duties and responsibilities of Faculty Members shall be an appropriate combination of:

- a) undergraduate and/or graduate teaching and advising;
- b) research, scholarship, and creative and professional activities; and
- c) service, which may include the application of the Faculty Member's academic or professional competence or expertise.

For the majority of Faculty Members the principal duties will be in areas a) and b) above. For Faculty Members holding a research appointment, the principal duties will be in area b). Some Faculty Members at the Atlantic Veterinary College have the responsibility to provide clinical and other services dealing primarily with animal health, productivity and welfare to advance the health and well-being of animals and the public.

The pattern of responsibilities may vary from time to time and from individual to individual as appropriate to their appointment.

A8.2 Teaching and Advising

Teaching and advising includes the responsibility of Faculty Members:

- a) to teach their scheduled courses in a manner which normally reflects the description in the University Calendar and the schedule shown in the approved timetable;
- b) to contribute to the creation, content, implementation, and delivery of academic courses and programs;
- c) to develop and maintain scholarly competence and effectiveness as teachers within their discipline;
- d) to inform their students at the beginning of each course about the methods of instruction and evaluation in their courses, and of any deviation from the existing calendar description;
- e) to accept a reasonable share of responsibility for academic advising and consulting duties, and to provide reasonable access to students outside of scheduled classroom hours; and
- f) to examine and otherwise evaluate student progress in courses and programs for which they are responsible.

A8.3 Scholarly Endeavours

Scholarly endeavours includes the right and responsibility to conduct research, scholarship, and critical, creative, professional or developmental work; the dissemination of such work through publication, demonstration, presentation, exhibition or performance, or by other means appropriate to the discipline. Other activities, as specified in Article E2.2.1, including service as an editor, or review of papers for scholarly journals or conferences, and administrative roles in scholarly organizations would also be regarded as scholarly endeavours.

A8.4 University Service

Consistent with their principal duties, all Faculty Members have the right and responsibility to participate in University governance through election or appointment to governing bodies, committees, councils and in the work of outside academic and professional organizations related to their discipline and to the wider community.

A-9 RESPONSIBILITIES OF ACADEMIC LIBRARIANS

A9.1.1 The rights, duties and responsibilities of Librarians derive from the academic, professional, and collegial nature of their work in the Library and at the University and from their position as members of the academic community.

A9.1.2 A Library Council shall be established. The role of the Library Council is to discuss issues in a collegial setting and to make recommendations on the formulation of Library policy, operations, long-term planning, and future directions, ensuring that the Library meets the needs and requirements of the various academic endeavours of the University community. The Library Council shall normally meet at least monthly during September through May inclusive, and once from June through August.

A9.1.3 The members of the Library Council shall be:

- a) all Librarians;
- b) two (2) representatives of the library technicians, elected by the library technicians for a two (2) year term, initially staggered;
- c) one (1) undergraduate student appointed by the Student Union;
- d) one (1) graduate student appointed by the Graduate Student Association; and
- e) the University Librarian, as Chair.

A9.1.4 A quorum shall consist of no fewer than fifty percent plus one of the Library Council members.

A9.1.5 At the first meeting of the Library Council in the fall term, the members of the Library Council shall elect a secretary for a one (1) year term from among the Librarians holding permanent appointments.

A9.1.6 Agendas shall be prepared by the secretary of the Library Council and shall include items put forth by all members of the Library Council and Business Arising shall normally be an agenda item at each meeting.

A9.1.7 The secretary of the Library Council shall distribute a copy of the agenda to all members of the Library Council at least two working days prior to a Library Council meeting. Normally, no recommendation shall be made on any item that has not appeared on the distributed agenda for that meeting.

A9.1.8 The University Librarian shall take into consideration the recommendations of the Library Council in making decisions relating to the policies, operations, long-term planning for, and future directions of the Library.

A9.2 Librarians' duties and responsibilities shall be an appropriate combination of:

- a) professional practice in the service of the University;
- b) scholarly and/or professional development activity; and
- c) University, professional, and community service.

The exact distribution of individual duties and responsibilities may vary from time to time and from individual to individual. Without minimizing the importance of b) and c), for the majority of Librarians the principal duties shall be those noted in a) above.

Responsibilities assumed by each Librarian are to be determined with the University Librarian, in conjunction with the identified needs and direction of the Library and the University and, where appropriate, in consultation with the Librarians as a group. In the event that agreement cannot be reached on the responsibilities of individual Librarians, the final authority shall rest with the University Librarian.

A9.3 Professional Practice

Librarians further the pursuit and dissemination of knowledge and understanding through the application of their professional expertise. Professional practice includes the following:

- a) developing and implementing Library policies and procedures;
- b) providing consultation and research assistance to library users;

- c) providing instructional services to improve the information literacy skills of the students and the employees of the University:
 - i) by instructing/teaching based on the needs and requirements of students, and employees of the University; and
 - ii) by providing and contributing to the creation, content, and implementation of instructional sessions and programs. This may include but is not limited to: preparation of bibliographies, library guides, instructional guides and Web assisted instruction.
- d) selecting, acquiring, and organizing information resources, using applicable bibliographic standards, subject to Library budget limitations;
- e) developing and managing library collections, information systems, and service programs;
- f) promoting library services and collaborative programs; and
- g) providing assistance in curriculum development and the development of courses.

A9.4 Scholarly and/or Professional Development Activity

Librarians are expected to develop and maintain their professional competence and effectiveness. Scholarly activity, including research and study, can play an important role in enhancing and maintaining competence and effectiveness, as well as contributing to the reputation of the University, the profession and the individual. This may be achieved through a range of activities including, but not limited to: attendance/participation at conferences and workshops; taking specialized courses and programs; scholarly contribution to the discipline of librarianship or other relevant disciplines; serving as editor or reviewer of papers for scholarly journals; giving workshops/presentations at conferences; and executive roles in scholarly and/or professional organizations.

A9.5 University, Professional and Community Service

Consistent with their principal duties, Librarians have the right and responsibility to participate in University governance through election or appointment to the governing bodies, committees and councils and in the work of outside academic and professional organizations related to their discipline and the wider community.

A-10 MANAGEMENT RIGHTS

- A10.1 Consistent with the Employer's rights and obligations in law, all the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Association as being retained by the Employer.

A-11 ASSOCIATION RIGHTS

- A11.1 The Employer shall provide the Association, without charge, with a suitably serviced and maintained office on campus and the use of the internal postal service at the University of Prince Edward Island.
- A11.2 Meeting rooms on campus may be booked by the Association through the established room-booking procedures applicable to all academic departments. These rooms will be made available without charge.
- A11.3 The Association and the University shall share the use of the faculty lounge in Main Building in accordance with established practice. All room bookings for the Faculty Lounge will be made through, and arranged by, the Association.
- A11.4 Internal mail, telephone, duplication, computing and audio-visual services, and such other University services as may be agreed upon from time to time, shall be available to the Association on the same basis and at the same rates as are applicable to academic departments.
- A11.5 The Employer agrees to print and provide the Association, without charge, a copy of this Agreement (including all appendices) for each employee, plus twenty-five (25) copies. The Employer also agrees to make this Agreement available on the University Web site.
- A11.6 Each September, the Employer shall provide the Association with a list showing the name, rank and salary of each Member, and shall indicate whether each Member is paying union dues. The Employer shall notify the Association of any changes to the information provided on this list within fifteen (15) days of the effective date of the change.
- A11.7 Subject to meeting their responsibilities and scheduled duties, all Members shall have the right to participate actively in the Association. Such participation shall be recognized as constituting a legitimate form of committee service.
- A11.8 The Employer recognizes that the Association has the right at any time to call upon the assistance of the Canadian Association of University Teachers (CAUT). Such duly authorized representative(s) shall have reasonable access to University premises to consult with Association Officials and Members.

A-12 ASSOCIATION MEMBERSHIP AND DUES COLLECTION

- A12.1 No person shall be required to join the Association as a condition of employment. However, each Member, whether or not he or she is a member of the Association, shall pay the equivalent of union dues to the Association, subject to the exception in A12.5.
- A12.2 The Association shall advise the Director, Human Resources, with one (1) month's notice in writing, of the amount or rate of dues currently in effect. The structure surrounding such deductions will be capable of reasonable implementation within the payroll system.
- A12.3 The Employer shall deduct from each Member's pay, the dues or assessments of the Association, and shall remit the amounts deducted to the Association in a timely manner, normally by the end of the month following the month in which the deductions were made.
- A12.4 The Employer agrees to continue to provide, in writing to the Association, the names of Members and their employment category and the amount of deduction from each individual's salary, in a timely manner, normally by the end of the month following the month in which the deductions were made.
- A12.5 Members may register, in writing, with the Association (copy to the **Vice President Academic** of the University), an objection to paying these dues or assessments. Such objection may be made on the grounds that the Member is a practicing member of a recognized religion which has a prohibition against paying dues or the equivalent of dues to any union. These objections shall be registered within twenty (20) days of the signing of this Agreement or within twenty (20) days of the return of a Member absent from the University or within twenty (20) days of entering the bargaining unit for persons who are not in the bargaining unit at the time of signing this Agreement. The Association shall carefully consider each objection and shall indicate to the individual concerned and to the Employer whether such an objection is justified. If the Association upholds the objection, the Member shall pay the equivalent dues by payroll deduction to the UPEIFA Scholarship Fund. This Article cannot be the subject of a grievance.
- A12.6 The Association agrees to indemnify and save harmless the Employer from any liability or action arising out of any such deductions.
- A12.7 The University shall have one (1) month from the end of the strike or lockout to reinstate these Articles.

A-13 RELEASE TIME FOR FACULTY ASSOCIATION OFFICERS

- A13.1 The Employer will provide to the President of the Faculty Association, a reduction in assigned teaching related responsibilities of one (1) three (3) credit course per semester, plus additional allowance for any laboratories or tutorials for the course, or, with the agreement of the Member, an equivalent reduction in teaching-related responsibilities or non-teaching duties if he or she is a Faculty Member or one quarter ($\frac{1}{4}$) of their normal workload if he or she is a Librarian.
- A13.2 The Association may purchase:
- a) one reduction in the teaching workload of its chief negotiator during any academic year or years when negotiating occurs;
 - b) one reduction in the teaching workload of a second officer of the Association; and/or
 - c) subject to the affected Department being able to accommodate the absence, the Association may also purchase a reduction in the teaching workload of a third officer of the Association as warranted by situations which may arise from time to time.

Each teaching reduction shall be in the amount of one (1) three (3) credit course per semester plus additional allowance for any laboratories or tutorials for the course, or, with the agreement of the Member, an equivalent in teaching-related responsibilities or non-teaching duties for a Faculty Member or one quarter ($\frac{1}{4}$) of their normal workload if he or she is a Librarian. The Faculty Association shall pay the cost of replacement of any such reductions. The basis of the cost would be the cost of a Sessional Instructor replacement, plus laboratories if applicable, or a prorated cost of salary, as applicable.

- A13.3 This Article shall not apply in cases where the Member is employed by the University on a less than full-time basis.
- A13.4 The Association shall inform the Vice-President, Finance and Facilities of the names of the individuals identified in A13.2, normally at least three (3) months before the date on which the reduction of duties is expected to begin.

A-14 JOINT COMMITTEE

- A14.1 A Joint Committee shall be established within twenty (20) days of the signing of this Agreement.
- A14.2 The Joint Committee shall be composed of two (2) representatives of the Association and two (2) representatives of the Employer. The Committee shall be chaired by one (1) of the Association representatives and one (1) of the Employer representatives, both of whom shall be responsible for preparing and distributing agenda items for the consideration of the Joint Committee and maintaining minutes of the Committee's meetings.
- A14.3 The Joint Committee shall review matters of concern from the application of this Agreement. This Committee shall attempt to foster better communication and more effective work relationships between the Parties and shall attempt to maintain a spirit of cooperation and respect between the Parties.
- A14.4 The Joint Committee shall meet when deemed necessary by mutual agreement of the Chairs, or within five (5) days of notice being given by either Party.
- A14.5 The Joint Committee shall determine its own procedures subject to the provision that a quorum shall consist of all representatives of each Party.
- A14.6 The Joint Committee shall not have the power to add to, subtract from, alter, or modify the terms of this Agreement.

A-15 CORRESPONDENCE

A15.1 Except as otherwise provided, official communication in the form of correspondence between the Employer and the Association shall be issued as follows:

TO THE EMPLOYER:

President
University of Prince Edward Island
550 University Avenue
Charlottetown, PE
C1A 4P3

With a copy to the Vice-President, Finance and
Facilities at the above address.

TO THE ASSOCIATION:

President
University of Prince Edward Island Faculty
Association
University of Prince Edward Island
Main Building, PO Box 51
550 University Avenue
Charlottetown, PE
C1A 4P3

With a copy to the Vice-President of the
Association at the above address.

A-16 SAVINGS CLAUSE

A16.1 If any Article in this Agreement is found to be in conflict with any Statute, such Article shall be deemed null and void. However, such Article shall be separable from the remainder of this Agreement, and all other Articles herein shall continue in full force and effect. The Parties to this Agreement shall negotiate a replacement for the Article rendered null and void.

A16.2 Sub-titles shall form no part of the Articles of this Agreement but shall be construed as being used for convenience of reference only.

A16.3 When the singular is used, the same shall be construed as meaning the plural and vice versa unless specifically stated otherwise.

A16.4 When the feminine gender is used, the same shall be construed as meaning the masculine as applicable and vice versa.

SECTION B

B-1 RANKS

B1.1 Ranks for Faculty Members

The ranks for Faculty Members are:

- a) Lecturers;
- b) Assistant Professors;
- c) Associate Professors; and
- d) Professors.

Candidates for appointment or promotion must meet the criteria and standards set out in Articles E 2.2 and E 2.3.

B-2 APPOINTMENT OF FACULTY MEMBERS

B2.1 The **Vice President Academic**, in consultation with the Department and the Dean, shall determine if a vacancy exists and the type of appointment, rank and qualifications desired.

B2.2 Types of Appointment

Appointments of Faculty Members shall be of three (3) types

- a) probationary;
- b) with tenure; and,
- c) term.

B2.3 Probationary Appointments

- a) The purpose of a probationary period is for mutual appraisal for the Employer and the candidate. Probation does not imply inevitable appointment with tenure. Denial of tenure does not necessarily imply incompetence or dissatisfaction with the probationary professor.

- b) Unless there are exceptional circumstances, the probationary period for Faculty Members shall be at least three (3) years, and at most six (6) years in length. The period of probation may be waived or reduced in certain appointments. A candidate may be eligible for tenure without a probationary period if the candidate has held tenure at another university, or if the candidate has experienced three (3) to five (5) years of teaching at another recognized university. A reduced probationary period may be considered for a candidate with relevant experience from another institution or agency other than a university.

B2.4 Hiring Procedures for Faculty Members

Except as specified elsewhere in this Collective Agreement or as otherwise agreed to by the Parties, all appointments of Faculty Members shall be made according to the procedures below:

- a) Where the Employer has determined that a vacancy exists and how it is to be filled pursuant to B2.1 and/or B2.6, the Dean will initiate advertising.
- b) Subject to Article B-6, Administrative and Board Appointments, the Employer shall advertise all vacant probationary positions or positions with tenure. Subject to exceptional circumstances and to Article B2.8, the Employer shall advertise all vacant term positions. If circumstances are judged to be exceptional by the **Vice President Academic** and in consultation with the Association, a term appointment can be made without prior advertising.
- c) Positions shall be advertised on the University Web site and nationally, normally in *University Affairs*, *CAUT Bulletin* and such discipline specific publications, journals, or forums as applicable. The relevant criteria for selection shall be available to applicants on the University Web site.
- d) Each Department shall have a Selection Committee consisting of :
 - i) a minimum of three (3) Faculty Members elected by the Department, from within the Department where numbers permit, and from outside the Department where necessary;
 - ii) one (1) Member from outside the Department appointed by the Dean; and,
 - iii) the Chair of the Department, or the Chair's designate, or, in Faculties or Schools with no Department Chairs, the Dean's designate, who shall be the Chair of the Selection Committee;
 - iv) up to two (2) more persons selected by the Department (this includes any student representation).
- e) The Selection Committee **may** be established **annually** or prior to the commencement of the hiring process **at the discretion of the Department**. The Faculty Members **appointed to the Committee** are expected to participate throughout the **selection** process.

- f) Departments are encouraged to include students in the hiring process either by having a student representative on the Selection Committee or by setting up a meeting with students and the candidates.
- g) The Selection Committee will assess applications, including credentials and letters of reference, and establish a short list for interview.
- h) Before any applicant is invited to an interview, the Chair will consult the Dean on the short list to ensure that University policies have been adhered to, and to seek financial approval for the issuance of an invitation.
- i) The interviews, in addition to meetings with the Selection Committee, will include meetings with the Dean, the President and/or one (1) or more of the Vice-Presidents, and a public presentation (normally a lecture or performance). Where possible, other interested Faculty Members shall be given an opportunity to meet the applicants. The Faculty Association shall be given an opportunity to provide a standard information package for candidates to the Employer, who shall provide it to the candidate.
- j) The Selection Committee, through its Chair, will recommend the preferred candidates to the Dean.
- k) If in agreement with the recommendation of the Selection Committee, the Dean will forward the recommendation with a letter of support, curriculum vitae, letters of reference, and other supporting material to the **Vice President Academic**.
- l) If the **Vice President Academic** agrees to support the recommendation, the **Vice President Academic**, in consultation with the Dean and the Chair, will determine the terms of employment (rank, nature of contract, salary and other conditions of service) to be discussed by the Dean, or Chair where designated, with the preferred candidate.
- m) As soon as the **Vice President Academic** has been informed that the proposed terms are (or are likely to be) acceptable to the preferred candidate, the **Vice President Academic** will forward the Selection Committee's recommendation with all supporting material to the Board for approval. The Employer shall forward a copy of the executed employment contract and letter of appointment to the Faculty Association.
- n) In the event that the Dean does not support the Selection Committee's recommendation, or the **Vice President Academic** does not support the Selection Committee's recommendation, the Selection Committee will be given an explanation of the action of the Dean or the **Vice President Academic** and invited to re-argue the case or to recommend another candidate. In the case of a continuing disagreement between the Dean and the Selection Committee, both parties shall forward their recommendations immediately to the **Vice President Academic**, who shall consider the cases of each side and make a decision. A copy of the decision will be forwarded to the Dean and the Selection Committee.

B2.5 Term Appointments

Term appointments may be made for varying periods of time up to and including thirty-six (36) months.

B2.6 Term appointments of Faculty Members may be made by the University of Prince Edward Island only for the following purposes:

- a) to appoint an established scholar who has a continuing appointment elsewhere or who has retired from such an appointment at another university;
- b) to appoint a suitably qualified person to replace a Faculty Member who is on leave;
- c) to cater to specific teaching, research, scholarly or creative needs of limited duration which, for sound academic and/or budgetary reasons, should not result in a tenured or probationary appointment;
- d) to make appointments for such other reasons as may, from time to time, be agreed upon by the Parties.

B2.7 Replacements

Where it has been determined that a Member on leave of absence will be replaced, the **Vice President Academic**, in consultation with the Dean, and the Department through the Chair, will determine the means of replacement taking into consideration such factors as workloads of department Members, the availability of qualified professors and financial resources.

- a) If a Faculty Member granted a one (1) year leave of absence is replaced by a full-time term position, the term contract shall normally be of at least ten (10) months' duration.
- b) If a Faculty Member granted a six (6) month leave of absence is replaced by a full-time term position, the term contract shall normally be of at least five (5) months' duration.
- c) Contracts for a full-time replacement requested to teach for more than one (1) consecutive academic year shall normally be of twelve (12) months' duration.
- d) If the University issues contracts shorter than those described in a) to c), the **Vice President Academic** will send a written statement of the circumstances and reasons surrounding the action in each case to the President of the Faculty Association.

B2.8 Term appointments of less than twelve (12) months shall be filled according to the **Vice President Academic's** direction, in consultation with the relevant Department through the Chair, and Dean.

B2.9 Term appointments of twelve (12) months or more shall be filled in accordance with the process described in B2.4.

B2.10 Term appointments do not imply that the Faculty Member is on probation for a permanent appointment.

B2.11 In the event that a Faculty Member holding a term appointment is given a probationary appointment, the probationary appointment may be reduced on a year-for-year basis for time served in a faculty rank on a term appointment.

B2.12 Re-appointment

- a) Re-appointment of a Faculty Member refers to two (2) situations:
 - i) renewal - where a Faculty Member in a term contract is renewed by being given another term contract for the same position as currently held;
 - ii) re-hiring - where a Faculty Member in a term contract that expires is selected for a different position and given another term contract.
- b) "Same position" shall be defined for the purpose of this Article as a situation where the position has been extended for those particular reasons for which the position was originally created (for example, to replace a Faculty Member who has been appointed as a Dean).

B2.13 Procedures for Renewal Appointments

- a) The University, through the appropriate Dean, indicates that an existing term position will be continued or extended in its usual budgetary approval processes.
- b) The Faculty Member currently occupying the term position is given the right of first consideration and asked whether he or she wishes to apply for that same position.
- c) The Department or Interdisciplinary Academic Program members shall then meet and discuss the candidacy of the Faculty Member. They may request information about a Faculty Member's performance and interview the candidate as a group. The Department, by a simple majority vote at a Departmental meeting, will determine if the Faculty Member is acceptable and will make a recommendation to the Dean. The decision will be conveyed in writing to the Faculty Member. The Employer shall forward a copy of the executed employment contract and letter of appointment to the Faculty Association.

B2.14 Procedures for Re-hiring Appointments

- a) The University, through the appropriate Dean, indicates that there is a vacancy. The Department shall hold a competition internal to the University for Faculty Members with existing term appointments, and consider whether any of the candidates would be suitable. If a suitable candidate exists, an offer shall be conveyed in writing to that Faculty Member. The Employer shall forward a copy of the executed employment contract and letter of appointment to the Faculty Association.
- b) If none of the applicants are deemed to be suitable, an external competition may be held in accordance with the normal procedures for term appointments.

B2.15 Short-Term Extensions

A one time extension of up to three (3) months of an existing term contract may be authorized by the Dean in consultation with the Department.

B2.16 Temporarily Reduced Appointments

A full-time tenured Faculty Member, having at least seven (7) years' service with the Employer, may apply formally for a temporary partial-time (normally three-quarters or half-time) tenured or permanent appointment for one (1) year, with a corresponding reduction in salary, subject to the following conditions:

- a) Pro-ration of duties and responsibilities, as outlined in Article A-8, will be agreed to by the Member, the Chair and the Dean.
- b) a Faculty Member on reduced appointment will work for a pro-rated portion of the year, or partial-time for the whole calendar year;
- c) unless otherwise expressly provided for in this Agreement, all salary- dependent benefits shall be based upon nominal salary, as applicable;
- d) cost-sharing of premiums will be as specified for full-time Faculty Members;
- e) at least six (6) months before the termination of an agreement to a reduced appointment, a Faculty Member may apply for a one (1) year extension of the existing agreement. Under normal circumstances only one (1) extension of the temporarily reduced appointment shall be granted. In the event that an extension is granted, all salary-dependent benefits shall be prorated based upon actual salary, as applicable;
- f) for the purposes of calculating time for eligibility for sabbaticals, and promotions, time spent on temporarily reduced appointment(s) shall be pro-rated. In all other respects, the award of sabbatical leave and promotion will be based on the same considerations that apply to full-time Faculty Members.

B2.17 Pre-retirement Reduction of Appointment

A full-time tenured Faculty Member may apply for a pre-retirement half-time reduction in appointment. The Faculty Member's workload will have a corresponding reduction in salary on a permanent basis in accordance with the following:

- a) only full-time tenured Faculty Members fifty-five (55) years and over with ten (10) years of service with the Employer are eligible under this Article;
- b) a reduced appointment will normally run until full retirement, unless the Faculty Member elects early retirement;
- c) the agreement can be cancelled or amended if both the Faculty Member and the Employer agree;
- d) a Faculty Member on reduced appointment will work full-time at least six (6) months of the calendar year or half-time for the whole calendar year;
- e) sabbatical periods, and benefits shall be pro-rated. Notwithstanding the foregoing, contributions to the pension plan shall be based on nominal salary. Pensionable service credit shall not be pro-rated.

B2.18 Approval Process for Change of Status

Faculty Members wishing to apply for a reduced appointment, pursuant to B2.16 or B2.17, are subject to the following procedure:

- a) an application must be made to the **Vice President Academic**, with copies to the Chair and Dean, at least six (6) months prior to the date on which the change of status shall become effective;
- b) the **Vice President Academic**, Chair and Dean must all be in agreement with the change. This agreement must also include the length of time that the reduced appointment will be in effect;
- c) the **Vice President Academic** will forward a recommendation to the Board for a final decision;
- d) the Faculty Member has the right to withdraw the application for reduced appointment prior to final ratification by the Board;
- e) once approved by the Board, the reduced appointment is irrevocable except by mutual agreement between the Employer and the Faculty Member;
- f) the Board retains the right of refusal if the request is judged contrary to the best interests of the Employer, detrimental to the academic objectives or operations of the Department, or if it involves a cost to the Employer. In cases of refusal, the Faculty Member will be informed of the reasons.
- g) The Faculty Association will receive a copy of the official notification of change status provided to the Faculty Member.

B2.19 Externally Funded Chairs

- a) When an individual or organization, external to the Employer, provides fifty (50) percent or more funding for a teaching chair or research chair, not more than two (2) delegates appointed by the individual or organization may participate as voting members on the Selection Committee.
- b) If the Chair holder is to have access to tenure or promotion considerations under the Agreement, such conditions must be so stated in the letter of offer.
- c) The appointment to an externally funded Chair shall be in accordance with provisions of Article B2.4, as applicable, except for the Canada Research Chair(s) or equivalent programs.

B-3 DEPARTMENT CHAIRS

B3.1 Term of Chair

- a) Chairs of academic departments normally shall be appointed for a term of three (3) years.
- b) The appointment normally shall be made by March 1, with the Chair to assume duties on June 1.
- c) Although the position becomes open at the end of three (3) years, this does not preclude the possibility of a second term; normally there would not be more than two (2) successive terms.

B3.2 Eligibility for Position of Chair

- a) The Chair normally shall be chosen from within the Department. All Faculty Members of the department, except an incumbent Chair completing two (2) or more successive terms, shall be regarded as candidates for Chair. Those who do not wish to stand for Chair shall remove their names from the list. The list of those candidates willing to stand will be posted at least forty-eight (48) hours prior to the election.
- b) An incumbent Chair may stand for a third or subsequent consecutive term only if no other member of the department is willing to stand or able to achieve majority support.
- c) Notwithstanding any provision above, departments may search outside the department for a Chair provided that:
 - i) a teaching position for which the candidate is qualified exists within the department;
 - ii) the **Vice President Academic** agrees on the scope of the search; and
 - iii) the appointment of the candidate is made in accordance with Article B-2 governing new appointments.

B3.3 Procedure for Choosing a Departmental Chair

- a) The Elective Committee shall consist of:
 - i) the Department's incumbent Chair;
 - ii) a Dean who is a member of the department;
 - iii) all Faculty Members in the department, including those who are on leave at the time of the election; and
 - iv) student representatives in the ratio of one (1) student to five (5) Faculty Members to be taken to the nearest whole number; where there are fewer than five (5) Faculty Members in a department, one (1) student representative shall be allowed.
- b) The President and Vice-Presidents shall not be members of the Elective Committee.
- c) Faculty Members holding cross-appointments may vote in only one (1) department.
- d) Proxy voting is permitted if the proxy is signed.
- e) Students on the Elective Committee are elected by and from students concentrating in a department or Faculty as appropriate. A student is allowed to serve as a representative in only one department, or Faculty as appropriate, in one (1) academic year.
- f) The Elective Committee shall vote by secret ballot. A simple majority of those eligible to vote is required for the election. The vote shall be conducted by the Registrar, who will report the vote count to the Elective Committee.
- g) In all cases, including single candidacies, a vote shall take place so that majority support may be established. If there are two (2) or more candidates and none receives a majority, the candidate who received the least number of votes shall withdraw. The process shall be repeated until a majority is established.
- h) A majority decision of the Elective Committee shall be the recommendation of the Elective Committee.
- i) The recommendation of the Elective Committee, with a copy to the Dean, shall be forwarded together with the vote count to the **Vice President Academic**.
- j) The Dean will forward to the **Vice President Academic** an assessment of the Elective Committee's recommendation.
- k) The **Vice President Academic** shall have the power of refusal, and shall be required to give a full statement of his or her reasons for refusal to the Elective Committee, which shall then prepare another nomination. If the nomination of the Elective Committee is acceptable to the **Vice President Academic**, it will be forwarded for presentation to the Board.
- l) If the Department is deadlocked on making a recommendation to the **Vice President Academic** regarding the choice of Chair, the **Vice President Academic** shall make the recommendation to the Board.

- m) Should circumstances arise in which the appointment of Chair has been authorized but cannot be implemented, the **Vice President Academic**, acting on the recommendation of the appropriate Dean, may appoint a substitute from another department, as follows:
 - i) the individual appointed shall be known as the Acting Chair of the department and shall carry out the administrative functions of the department (which would normally be the responsibility of the Chair);
 - ii) the Acting Chair may be appointed for a period of not less than six (6) months and beyond that, not longer than is required to appoint a Chair or Acting Chair from within the department under the procedures of the Collective Agreement.

B3.4 Duties of the Chair

As a first among equals and as chief administrative officer of the Department, the Chair's responsibilities include the following, which fall into two (2) categories: CATEGORY A, which includes areas of policy-making for which the Chair is ultimately accountable, but in which decisions are reached by the Department collectively; CATEGORY B, which includes, but is not limited to those administrative or executive responsibilities which are more directly the Chair's own.

- i) CATEGORY A
 - a) **Subject to budgetary constraints, determining** the courses to be given;
 - b) Recommending to Senate the structure and content of the program of studies, including requirements for majors;
 - c) Preparing the departmental budget;
 - d) Coordinating library purchases;
 - e) Establishing departmental committees;
 - f) Preparing course descriptions for the calendar;
 - g) Ensuring representation of the Department at appropriate conferences;
 - h) Choosing and accommodating visiting lecturers;
 - i) Advising students regarding graduate work; and
 - j) Keeping records of the state of progress and achievement of students taking courses in the Department, especially those students who are majoring.

ii) CATEGORY B

- a) Chairing departmental meetings;
- b) Serving ex-officio on departmental committees;
- c) Acting as spokesperson for the Department;
- d) Assigning teaching duties both in the regular academic year and in summer school. Such assignments will be made only after consultation with the people concerned, but, if disagreements arise, the Chair is responsible for ensuring that a final decision is made;
- e) Assigning clinical duties where appropriate;
- f) Assuming leadership in maintaining and developing academic standards regarding course content and teaching within the department;
- g) Administering the Department budget;
- h) Within the Department, administering relevant University and Department policies, regulations and the associated procedures;
- i) Assisting at registration, including organizing the times at which department Faculty Members will be available for consultation with students;
- j) **Meeting with** Department Faculty Members yearly with respect to teaching, research, scholarship and/or clinical service, where applicable, and departmental and University activities such as Faculty Review, pursuant to Article E-1;
- k) Making recommendations on promotion, tenure, salary, leave of absence and other terms of employment for Faculty Members of the Department as required;
- l) Appointing a Vice-Chair to act in the Chair's absence;
- m) Negotiating on behalf of the Department in seeking out qualified teaching staff;
- n) Administering office correspondence and maintaining ordinary departmental records, including Departmental Files for Faculty Members;
- o) Supervising administrative and technical support staff employed by the University and assigned to the Department;
- p) The Chair shall be accountable to the Dean for administrative matters **that** are consistent with this Collective Agreement, but this does not limit the Chair's ability to consult with and represent departmental opinion;
- q) Continuing to be a teaching Faculty Member of the department.

B-4 DIRECTORS AND COORDINATORS OF INTERDISCIPLINARY ACADEMIC PROGRAMS

B4.1 This Article applies to Directors and Coordinators of Asian Studies, Women's Studies, Environmental Studies, Canadian Studies, Island Studies, Public Administration and any other equivalent academic programs established by Senate.

B4.2 Selection

- a) Directors and Coordinators of Interdisciplinary Academic Programs shall be chosen from the Departments participating in the program. A call for nominations shall be circulated by the Dean responsible for the program to all those eligible, and a period of at least ten (10) days shall be allowed for candidates to come forward.

The Elective Committee shall consist of the incumbent Director or Coordinator, any Dean who is a member of the program, all the members of the coordinating committee and those teaching courses for the program in that academic year. Otherwise, the Selection Process shall be based on the procedures for choosing a Department Chair described in B3.3 as deemed appropriate by the Elective Committee.

- b) **Notwithstanding any provision above, an external search for a Director or Coordinator may be conducted provided that:**
 - i) **a position for which the candidate is qualified exists within the program;**
 - ii) **the appointment of the candidate is made in accordance with Article B-2 governing new appointments. The coordinating committee of the interdisciplinary program shall serve as the "Department" for the purpose of composing the selection committee;**

In the event that the Director or Coordinator is appointed to an Academic Department in addition to the Interdisciplinary Academic Program, the academic appointment process shall include consultation with the Department.

B4.3 Voting

Members may vote in elections for the Director or Coordinator of any Interdisciplinary Academic Program in which they participate.

B4.4 Application for Tenure or Promotion

For the purpose of composing a Department Review Committee (DRC) to consider tenure or promotion for a Faculty Member whose primary responsibility is as Director or Coordinator of an Interdisciplinary Academic Program, the Dean responsible for the interdisciplinary program shall ensure that a properly constituted DRC is assembled. The coordinating committee of the interdisciplinary program shall serve as the "Department" and all other provisions in Article E2.7.3 apply.

B4.5 Course Assignments

Directors and Coordinators of Interdisciplinary Academic Programs are responsible for the assignment of teaching but are limited in the event of a dispute to assigning courses to those whose regular teaching load is within that program.

B4.6 Scope of Responsibility

Except where noted above, the duties of the Directors and Coordinators of Interdisciplinary Academic Programs will be based on Article B3.4 as appropriate in each individual case.

B-5 RANK & APPOINTMENTS - LIBRARIANS**B5.1 Ranks**

The ranks for Librarians are:

- a) Librarian I;
- b) Librarian II;
- c) Librarian III;
- d) Librarian IV.

Candidates for appointment and/or promotion must meet the criteria set out in Articles E7.2, E7.3, E7.4, E7.5, E7.6 and E7.7.

B5.2 Types of Appointment

There are three (3) types of appointments for Librarians:

- a) probationary;
- b) permanent; and
- c) term.

Librarian appointments are general in nature, specific responsibilities will be assigned in accordance with Article A-9.

B5.3 Probationary Appointment

- a) The purpose of a probationary period is mutual appraisal for the Employer and the candidate. Probation does not imply that permanent appointment will inevitably be granted. It does imply that the Employer will give serious consideration to such an appointment. Denial of permanent appointment does not necessarily imply incompetence or even dissatisfaction with the Librarian involved.
- b) The probationary period for a Librarian will normally be four (4) years. The period of probation may be reduced in certain appointments at the Librarian II, III or IV ranks, if the candidate has held such an appointment at another library, or if the candidate has successfully worked four (4) to six (6) years in another library. Such reduction shall be determined at the time of appointment.

B5.4 Permanent Appointment

- a) The holding by a Librarian of a continuing appointment provides the right of the Librarian not to be dismissed except for just cause.
- b) Permanent appointment may be granted at the time of initial appointment at the Librarian III or IV level, in the case of a Librarian who has outstanding qualifications and has held such an appointment at another library.

B5.5 Term Appointment

- a) Term appointments may be made for varying periods of time up to and including thirty-six (36) months.
- b) Term appointments do not imply that the appointee is on probation for a permanent appointment.
- c) In the event that a Librarian holding a term appointment is given a probationary appointment, the probationary period may be reduced on a year-for-year basis for any time served in a librarian rank on a term appointment.

B5.6 Replacements

Where it has been determined that a Librarian on leave of absence will be replaced, the **Vice President Academic**, in consultation with the Librarians through the University Librarian, will determine the means of replacement.

B5.7 Term appointments of less than twelve (12) months shall be filled according to the **Vice President Academic's** direction, in consultation with the Librarians through the University Librarian.

B5.8 Term appointments of twelve (12) months or more shall be filled in accordance with the process described in B5.9 and B5.10.

B5.9 The Library Appointments Committee (LAC)

- a) A Library Appointments Committee (LAC) will be established to make recommendation to the University Librarian. A LAC shall be established prior to the commencement of each hiring process, and the LAC members are expected to participate throughout the process.
- b) The LAC shall consist of:
 - i) the University Librarian's designate who shall be the Chair of the LAC.
 - ii) a minimum of three (3) permanent Librarians elected by the Librarians where numbers permit; if fewer than three (3) permanent Librarians are available, the Librarians shall elect enough Members from outside the Library to have a total of 3 Librarians and Members;
 - iii) one (1) Faculty Member appointed by the University Librarian; and
 - iv) up to two (2) persons from outside the Library appointed by the Librarians (this includes any student representation).

B5.10 Hiring Procedures for Librarians

Except as specified elsewhere in this Collective Agreement, or as otherwise agreed to by the Parties, all appointments of Librarians shall be made according to the procedures below:

- a) Prior to consulting with the **Vice President Academic**, the University Librarian shall convene a meeting to consult with the Librarians to determine if a vacancy exists and the type of appointment, initial duties, and rank and qualifications desired.
- b) Upon the University Librarian's recommendation to the **Vice President Academic** that the Library position be filled, and upon the **Vice President Academic's** confirmation that the position may be filled, a LAC shall be constituted and engage in the procedure set out below:
- c) The position shall be advertised on the University Web site and nationally, normally in *University Affairs*, *CAUT Bulletin* and such discipline specific publications, journals, or forums as applicable. The relevant criteria for selection shall be available to applicants on the University Web site. Subject to exceptional circumstances and to Article B5.7, the Employer shall advertise all vacant term positions. If circumstances are judged to be exceptional by the **Vice President Academic** and in consultation with the Association, a term appointment can be made without prior advertising.

- d) The LAC will assess applications, credentials and letters of reference, and establish a short list for interview.
- e) Before any applicant is invited to an interview, the LAC Chair will consult with the University Librarian on the short list to ensure that University policies have been adhered to, and to seek financial approval for issuance of an invitation.
- f) The interviews, in addition to meetings with the LAC, will include meetings with University Librarian, the President, and/or one (1) or more of the Vice-Presidents, Deans as appropriate and a public presentation. Where possible, other interested Members shall be given an opportunity to meet with the applicant. The Faculty Association shall be given an opportunity to provide a standard information package for candidates to the Employer, who shall provide it to the candidate.
- g) The LAC, through its Chair, will recommend the preferred candidate to the University Librarian.
- h) If in agreement with the recommendation of the LAC, the University Librarian will forward the recommendation with a letter of support, curriculum vitae, letters of reference, evaluations and other supporting material to the **Vice President Academic**;
- i) If the **Vice President Academic** agrees to support the recommendation, the **Vice President Academic will**, in consultation with the University Librarian, determine the terms of employment (rank, nature of contract; salary and other conditions of service) to be discussed by the University Librarian with the preferred candidate.
- j) As soon as the **Vice President Academic** has been informed that the proposed terms are (or are likely to be) acceptable to the preferred candidate, the **Vice President Academic** will forward the LAC's recommendation with all supporting material to the Board for approval, or he or she will make the decision if within the **Vice President Academic's** authority.

- k) In the event that the University Librarian does not support the LAC's recommendation, or the **Vice President Academic** does not support the LAC's recommendation, the LAC will be given an explanation of the action of the University Librarian or the **Vice President Academic** and invited to re-argue the case or to recommend another candidate. In the case of a continuing disagreement between the University Librarian and the LAC, both parties shall forward their recommendations immediately to the **Vice President Academic**, who shall consider the case of each side and make a decision. A copy of the decision shall be forwarded to the University Librarian and the LAC.
- l) The Employer shall forward a copy of the executed employment contract and letter of appointment to the Faculty Association.

B5.11 Re-appointment

- a) Re-appointment of a Librarian refers to two (2) situations:
 - i) renewal - where a Librarian in a term contract is renewed by being given another term contract for the same position as currently held.
 - ii) re-hiring - where a Librarian in a term contract that expires is selected for a different position and given another term contract.
- b) "Same position" shall be defined for the purpose of this Article as a situation where the position has been extended for those particular reasons for which the position was originally created.

B5.12 Procedures for Renewal Appointments

- a) The University, through the University Librarian, indicates that an existing term position will be continued or extended in its usual budgetary approval processes.
- b) The Librarian currently occupying the term position is given the right of first consideration and asked whether he or she wishes to apply for that same position.
- c) The Librarians shall then meet and discuss the candidacy of the Librarian.

They may request information about a Librarian's performance and interview the candidate as a group. The Librarians by a simple majority vote, will determine if the renewal of the candidate is acceptable and will make a recommendation to the University Librarian. The decision will be conveyed in writing to the Librarian. The Employer shall forward a copy of the executed employment contract and letter of appointment to the Faculty Association.

B5.13 Procedures for Re-hiring Appointments

- a) The University, through the University Librarian, indicates that there is a vacancy. The Library shall hold a competition internal to the University for Librarians with existing term appointments, and consider whether any of the candidates would be suitable. If a suitable candidate exists, the decision shall be conveyed in writing to that Librarian. The Employer shall forward a copy of the executed employment contract and letter of appointment to the Faculty Association,
- b) If none of the applicants are deemed to be suitable, an external competition may be held in accordance with the normal procedures for term appointments.

B5.14 Short-Term Extensions

A one time extension of up to three (3) months of an original term contract may be authorized by the University Librarian in consultation with the Librarians.

B5.15 Temporarily Reduced Appointments

A full-time permanent Librarian, having at least seven (7) years' service with the Employer, may apply formally for a temporary partial-time (normally three-quarters or half-time) appointment for one (1) year, with a corresponding reduction in salary, subject to the following conditions:

- a) Pro-ration of duties and responsibilities, as outlined in Article A-9, will be agreed to by the Member and the University Librarian;
- b) a permanent Librarian on reduced appointment will work full-time for a pro-rated portion of the year, or partial-time for the whole calendar year;
- c) unless otherwise expressly provided for in this Agreement, all salary-dependent benefits shall be based upon nominal salary, as applicable;
- d) cost-sharing of premiums will be as specified for full-time Librarians;
- e) at least six (6) months before the termination of an agreement to a reduced appointment, a Librarian may apply for a one (1) year extension of the existing agreement. Under normal circumstances only one (1) extension of the temporarily reduced appointment shall be granted. In the event that an extension is granted all salary-dependent benefits shall be prorated based upon actual salary, as applicable;
- f) for the purposes of calculating time for eligibility for sabbaticals, and promotions, time spent on temporarily-reduced appointment(s) shall be pro-rated. In all other respects, the award of sabbatical leave and promotion will be based on the same considerations that apply to full-time Librarians.

B5.16 Pre-retirement Reduction of Appointment

A full-time permanent Librarian may apply for a pre-retirement half-time reduction in appointment. The Librarian's workload will have a corresponding reduction in salary on a permanent basis in accordance with the following:

- a) only full-time permanent Librarians fifty-five (55) years and over with ten (10) years of service with the Employer are eligible under this Article;
- b) a reduced appointment will normally run until full retirement, unless the Librarian elects early retirement;
- c) the agreement can be cancelled or amended if both the Librarian and the Employer agree;
- d) a Librarian on reduced appointment will work full-time at least six (6) months of the calendar year or half-time for the whole calendar year;
- e) sabbatical periods, and benefits shall be pro-rated. Notwithstanding the foregoing, contributions to the pension plan shall be based on nominal salary. Pensionable service credit shall not be prorated.

B5.17 Approval Process for Change of Status

Librarians wishing to apply for a reduced appointment, pursuant to B5.15 or B5.16, are subject to the following procedure:

- a) an application must be made to the President, with copies to University Librarian, at least six (6) months prior to the date on which the change of status shall become effective;
- b) the President and University Librarian must be in agreement with the change. This agreement must also include the length of time that the reduced appointment will be in effect;
- c) the President will forward a recommendation to the Board for a final decision.
- d) the Librarian has the right to withdraw the application for reduced appointment prior to final ratification by the Board;
- e) once approved by the Board, the reduced appointment is irrevocable except by mutual agreement between the Employer and the Librarian;
- f) the Board retains the right of refusal if the request is judged contrary to the best interests of the Employer, detrimental to the academic objectives or operations of the Library, or if it involves a cost to the Employer. In cases of refusal, the Librarian will be informed of the reasons.
- g) The Faculty Association will receive a copy of the official notification of change status provided to the Librarian.

B-6 ADMINISTRATIVE AND BOARD APPOINTMENTS

- B6.1 Faculty Members and Librarians who are excluded from the bargaining unit because they hold an administrative position or Board appointment shall enter or re-enter the bargaining unit upon leaving the position excluding them, and shall be entitled to the rights, privileges and accumulated credits as if time served in the excluded position had been served in the bargaining unit.
- B6.2 Unless otherwise stated in the letter of appointment, Faculty Members and Librarians who are eligible for tenure, permanent appointment or promotion on the basis of Articles E2 and E7, but who are excluded from the bargaining unit because of their positions shall be assessed with respect to tenure, permanent appointment or promotion on the same basis as Faculty Members and Librarians who are in the bargaining unit.
- B6.3 Individuals excluded from the bargaining unit are also excluded from election as teaching faculty to the Senate or the Board pursuant to the *University Act*, and from membership on all committees in positions reserved for teaching faculty. Further, these same individuals are excluded from election as teaching staff to the Board pursuant to the *University Act*. Should members of teaching faculty holding position on the Senate or Senate committees, or on the Board pursuant to the *University Act* be appointed to an excluded administrative positions, then they shall be immediately removed from their Senate/Board position(s), and the appropriate protocols for filling those positions shall be undertaken. A faculty Senator elected as one (1) of Senate's representatives to the Board shall retain his or her Senate seat while being excluded from the bargaining unit during the term of his or her appointment to the Board.
- B6.4 Members excluded from the bargaining unit solely by virtue of their membership on the Board shall not be treated differently, for that reason, from members of the bargaining unit with respect to terms and conditions of employment.
- B6.5 In the event that a University administrator is appointed to an academic position at the time of appointment as an administrator, the academic appointment process shall include consultation with the Department.
- B6.6 Only University administrators who held, or were appointed to, an academic position at the time of appointment as an administrator shall be entitled to enter or re-enter the bargaining unit. No employee shall be displaced from the unit by the entry or re-entry of former academic administrators. A University administrator who does not hold an academic position is eligible to apply for an available academic position.
- B6.7 A University administrator shall, after initial appointment to the University, be awarded tenure or promotion in academic ranks only in accordance with the provisions of this Agreement.

B-7 RETIREMENT, RESIGNATION AND TERMINATION**B7.1 Resignation**

- a) Members wishing to resign from their employment shall give written notice to the President, with copies to their Chairperson, **the Vice President Academic**, their Chairperson, Dean or the University Librarian, as applicable to the case.
- b) Members are expected to provide the notice of resignation as soon as possible, and in any case must not give less than two (2) months' notice.
- c) Employment may be terminated by mutual written agreement at any time.
- d) Members resigning from a tenure or permanent stream appointment before the expiry of two (2) years shall repay the Board, on a pro rata basis, any associated relocation costs reimbursed to them or paid on their behalf by the University under Article D-8 Relocation Allowance.
- e) Except with the consent of the Employer, or as otherwise provided for in this Agreement, acceptance of employment with another employer shall be deemed a resignation from the Employer (Ref. Article H-3).
- f) Monies owing to a Member may be withheld until any amounts owing to the Employer are settled.

B7.2 Retirement

Members wishing to retire from their employment shall give written notice to the President, with copies to the Vice President Academic, their Chairperson, Dean or the University Librarian, as applicable to the case. Members shall submit written notice of their retirement no later than twelve (12) months prior to the date of retirement.

B7.3 Termination

Any layoff, termination or dismissal shall be in accordance with the provisions of this Agreement. No Member shall be dismissed except for just cause.

SECTION C

C-1 LEAVES OF ABSENCE

General Considerations

- C1.1 During leaves provided for in Section C, the Member may continue to participate in the pension plan and the other benefit plans for which they are eligible, as those plans permit, unless noted otherwise. The Member and the University shall each continue to pay their applicable share of contributions and/or premiums as provided for in this Agreement. The provisions of benefits will be offered in accordance with plan policies and regulatory guidelines. Where possible, Members will retain their office space and any research space assigned to them during a leave of up to six (6) months duration.
- C1.2 Upon return to work, a Member who has taken leaves shall resume his or her former rank and step as provided for under this Agreement.
- C1.3 The period of a Member's leave shall be included in the calculation of his or her length of service for seniority purposes, except for those leaves which are without pay.
- C1.4 The Parties agree that the provisions of all Articles in Section C shall be not less than those in the *Employment Standards Act* and *Employment Insurance Act* as may be further amended. Differences in the interpretation of this Article shall be resolved based on consistency with the *Acts*.

C-2 SABBATICAL LEAVE

- C2.1 The University supports a policy of granting regular sabbatical leave to Members with tenure or permanency, recognizing that sabbatical leaves provide the Members with the means to extend their knowledge, further their research, increase their teaching skills, and strengthen their contacts with the international community of scholars, thereby enhancing their contribution to the University and its mission on their return. During part or all of this period of leave, Members are encouraged, but not required, to leave Prince Edward Island.
- C2.2 A tenured Faculty Member or permanent Librarian first becomes eligible for up to one (1) full year of sabbatical leave following six (6) years of full-time service at the University of Prince Edward Island. For those joining the University from other universities, the period of six (6) years may be reduced as long as a provision is made for such reduction in the initial letter of appointment.
- C2.3 Those Librarians who, in 1992, were given the option and chose not to participate in the sabbatical leave program will continue to be ineligible for sabbatical leave.

C2.4 Faculty Members with tenure and permanent Librarians shall be eligible to apply for:

- a) a leave of twelve (12) months at eighty-five (85) percent of current salary, effective July 1, 2006; or
- b) a leave of six (6) months at one hundred (100) percent of current salary.

Both options shall be with fringe benefits and pension contributions on the full salary.

C2.5 The period normally chosen for a full year sabbatical is the contract year July 1 - June 30 and for a six (6) month sabbatical the period normally chosen is July 1 - December 31 or January 1 - June 30.

C2.6 Members have the option of splitting a full year leave over two (2) contract years, six (6) months in each. The years need not be successive.

C2.7 For those who split their sabbatical, the period of eligibility needed for the next sabbatical is calculated from the beginning of the contract year immediately following the year in which the first six (6) month leave has been taken.

- C2.8 a) A Member who has completed his or her first sabbatical leave has the right to apply for subsequent sabbatical leaves as described above in C2.4 every time the Member has completed six (6) full years of full-time service; or
- b) On completion of three (3) years' full-time service, the Member may apply for a sabbatical leave of six (6) months at eighty-five (85) percent of current salary, with fringe benefits and pension contributions on the full salary. This can be taken in either the first or second half of the contract year. Whichever half-year is chosen, the period of eligibility needed for the next sabbatical is calculated from the beginning of the contract year immediately following the year in which the six (6) month leave has taken place.

C2.9 Those on sabbatical leave will be permitted to earn outside income in accordance with Article H-3 Employment in External Remunerative Activities.

C2.10 Those on sabbatical leave shall, subject to federal regulations, be entitled to receive a portion of their sabbatical salary in the form of a research grant provided that they can demonstrate to the appropriate research grants committee that such funds are required for the research to be carried out during the sabbatical leave. The tax status of expenditures under the research grant is the sole responsibility of the person on sabbatical leave.

C2.11 The possibility of taking sabbatical leave before the completion of the necessary years of full-time service may be considered under exceptional circumstances. The number of years of full-time service required for the next sabbatical leave will, however, be increased by the amount of time lacking in the earlier period of service.

- C2.12 Normally Members will be expected to return to the University of Prince Edward Island for at least one (1) year following the sabbatical leave. However, under exceptional circumstances, the Employer may waive or reduce this condition. Those applying for sabbatical leave should include in the application a statement to the effect that the applicant intends to return to full-time service at the University of Prince Edward Island following the completion of the sabbatical leave.
- C2.13 A sabbatical leave shall be considered as full service by the University. Time spent on sabbatical shall be counted for salary scale step progression and promotion.
- C2.14 Applications for sabbatical leave shall be sent to the Dean or to the University Librarian with a copy to the Department Chair, as appropriate, by September 15 of the year prior to the contract year for which the leave is planned. Applications should include an updated curriculum vitae, and a detailed description of the project(s) to be pursued while on leave. Projects will normally fall into one (1) of two (2) categories, (or a combination thereof), those whose primary concern is the advancement of scholarly endeavours, and those whose central focus is the improvement of professional skills.
- While it is not usual to grant sabbatical leave for the specific purpose of acquiring degrees, diplomas or other qualifications, projects that involve such will be considered as long as the qualifications sought are judged of special use in the area(s) of one's academic work.
- C2.15 By October 1, the Dean or the University Librarian in the case of Librarians, will forward to the **Vice President Academic** the completed applications for sabbatical leave, together with their respective recommendation and letters summarizing the requests and setting out the arrangements proposed for replacements in each case.
- C2.16 In advising the **Vice President Academic**, the Deans and the University Librarian will take into account the quality and feasibility of the project(s) proposed, and, in the case of those projects involving the acquiring of degrees, diplomas or other qualifications, the relevance of such for the Department, School, Faculty, Library and/or University.
- C2.17 If it is necessary to defer an otherwise acceptable application for reasons that are financial or associated with the maintenance of the teaching program, the application so deferred shall be given the highest priority for the next year without the need to reapply for sabbatical leave. Moreover, the additional year of full-time service will be credited towards the next sabbatical.
- C2.18 If the application is denied, or deferred for reasons specified in C2.17, the **Vice President Academic** shall inform the applicant of the reasons, in writing.

- C2.19 Within six (6) months of returning from a sabbatical leave, the Member shall submit a written report on the activities undertaken while on leave to the President with a copy to the Dean or University Librarian and Chair, as appropriate. These reports will be placed in the Official Employee File.
- C2.20 Once approved, the sabbatical leave is expected to be carried out, and may only be cancelled if the Member, Dean or University Librarian, as appropriate, and the **Vice President Academic** are all in agreement.

C-3 STUDY LEAVE

- C3.1 The University recognizes that new pedagogical and technological developments may require that individual Members be given access to appropriate training in order to acquire or to upgrade their skills. Such proposals for study leave may be initiated by either the Member or the University, but in both cases it must be agreed upon by both parties and formalized in writing. A copy of the final agreement shall also be sent to the President of the Association. A return to work provision may be required in the agreement.
- C3.2 Time spent on study leave shall not count as time toward promotion, tenure, permanency, sabbatical leave, or for other purposes in the University. The Member shall continue to earn seniority rights during any study leave.
- C3.3 a) A Member on an Employer-initiated Study Leave shall continue to receive his or her regular salary and benefits, as well as all tuition and travel costs, as agreed in advance between the Member and the University.
- b) A Member on a Member-initiated Study Leave may be granted financial assistance at the Employer's discretion. In those cases where no financial assistance is provided, the Member on Study Leave may continue to participate in pension and group benefits for which he or she is eligible, provided the Member pays both the Member and the Employer shares of any premiums, without interruption. The provision of benefits will be offered in accordance with plan policies and regulatory guidelines.

C-4 LEAVE WITHOUT PAY

- C4.1 Probationary and tenured Faculty Members, and probationary and permanent Librarians, upon request in writing to the Department Chair (Dean or the University Librarian, where there is no Chair), may be granted unpaid leaves of absence at any time on an individual basis. The granting of such leaves shall not be unreasonably withheld. Leaves without pay shall be for a period of not more than three (3) years, with the possibility of extension subject to the approval of the Dean or the University Librarian, as appropriate, and of the **Vice President Academic**.
- C4.2 Members on approved leaves of absence without pay may continue to participate in the pension and group insurance plans for which they are eligible, provided the Member pays both the Member and Employer shares of any premiums without interruption. The provision of benefits will be offered in accordance with plan policies and regulatory guidelines.
- C4.3 Faculty Members and Librarians on approved leaves of absence without pay shall be considered employees of the University during their leaves of absence.

C-5 PREGNANCY AND PARENTAL LEAVE

- C5.1 A pregnant Member shall be entitled to seventeen (17) weeks Pregnancy Leave.
- C5.2 During the period of pregnancy leave as specified in Article C5.1, a Member shall receive from the University:
- a) for the first two (2) weeks, one hundred (100) percent of the Member's nominal salary;
 - b) for up to an additional fifteen (15) weeks, an equal amount to the difference between the EI entitlement received by the Member and one hundred (100) percent of the Member's nominal salary.
- C5.3 The Member shall apply for Employment Insurance (EI) maternity benefits in the prescribed manner. If the Member is ineligible, disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for pregnancy benefits or adjust the amount of benefits that were received then, the University shall maintain the Member at eighty (80) percent of her nominal earnings for the period of her leave.

C5.4 Notice and Pregnancy Leave

- a) The Member shall give the University at least six (6) weeks written notice of the date of the pregnancy leave is to begin. The notice period may be altered by mutual agreement.
- b) The notice period in Article C5.4 a) shall not apply if the Member stops working because of complications caused by her pregnancy or because of a birth, still birth, or miscarriage.
- c) When the employee is to return to work from the pregnancy leave, she shall provide the Employer with at least two (2) weeks notice.

C5.5 Duration of Pregnancy Leave

The pregnancy leave of a Member shall end on the later of:

- a) the day that is seventeen (17) weeks after the pregnancy leave began; or
- b) the day that is six (6) weeks after the birth, still birth or miscarriage.

In the case where a newborn child is hospitalized, a Member may, following the day that is six (6) weeks after the birth of the child, postpone her pregnancy leave by the number of weeks the child is hospitalized but must be taken within the fifty-two (52) weeks from the date of the birth of the child.

C5.6 Leave for Parent Who Is Not Taking Pregnancy Leave

- a) Upon the birth of a child, five (5) days' paid leave shall be given to the Member who is not the parent taking pregnancy leave, to be taken within six (6) months of the date of birth.
- b) This leave shall also apply on the occasion of the adoption of a pre-school child coming into the custody and care of a parent for the first time.

C5.7 Parental Leave

Parental leave shall be taken only during the fifty-two (52) week period commencing on the date of the child's birth or the date on which the child comes into the custody of the Member, whichever is later.

C5.8 Parental Leave on the Occasion of the Birth or Adoption of a Child

C5.8.1 On the occasion of the birth of a child or on the occasion of the adoption of a preschool child coming into the care or custody of a parent for the first time, a Member who is a parent and who has opted to take parental leave under the *Employment Insurance Act* and applicable legislation shall be entitled to a parental leave of up to thirty-five (35) weeks.

C5.8.2 During the first ten (10) weeks of parental leave, a Member shall receive from the University:

An amount equal to the difference between the EI benefits received by the Member and one hundred (100) percent of the Member's nominal salary;

In the case of a parental leave for adoption, the Employer shall also pay one hundred (100) percent of the Member's nominal salary for the first two (2) weeks, and an amount equal to the difference between the EI benefits received by the Member and one hundred (100) percent of the Member's nominal salary for the next eight (8) weeks.

C5.8.3 During the full period of parental leave, or for thirty-five (35) weeks maximum, the Member may continue to participate in the pension plan and other benefit plans for which they are eligible. The Member and the University shall each continue to pay their applicable share of contributions and/or premiums as provided for in this Agreement during any parental leave.

C5.8.4 The Member shall apply for Employment Insurance (EI) parental leave benefits in the prescribed manner. If the Member is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for parental benefits or reduce the amount of benefits that were received, the **Employer** shall maintain the **Member** at eighty (80) percent of his or her nominal earnings for the first ten (10) weeks of parental leave.

C5.8.5 When a Member taking pregnancy leave also elects to take parental leave, the Member must commence parental leave immediately upon the expiry of the pregnancy leave. In the case of both parents being employed by the University, only one (1) parent may be on parental leave at a time and the combined total parental leave shall not exceed thirty-five (35) weeks.

C5.9 Notice Required for Parental Leave

C5.9.1 A Member shall give written notice to the University of his or her intention to take a parental leave at least eight (8) weeks prior to the commencement of such leave. The notice period may be altered by mutual agreement.

C5.9.2 The notice period in Article C5.9.1 shall not apply if the Member stops working because the child comes into the custody, care and control of the parent sooner than expected.

C5.10 Extended Parental Leave

A Member may apply for an extended parental leave without pay, up to a maximum of one (1) year. This application shall not be unreasonably denied. Such a request shall be made at least three (3) months prior to the end of the initial period of the parental leave. During the full period of this extended parental leave, or for fifty-two (52) weeks maximum, the Member may continue to participate in the pension plan and other benefit plans for which they are eligible. Member choosing to participate shall pay both the Employee and Employer share of contributions and/or premiums as provided for in this Agreement during any extended parental leave.

C5.11 Term appointments

Notwithstanding the provisions of this Article, a Member who holds a term appointment shall not receive benefits under this Article beyond the expiry date of the Member's term of appointment.

C-6 LEAVE TO ACCEPT PUBLIC OFFICE

C6.1 Members are free to enter public life and to seek elected local government office, a seat in the Legislature, or a seat in the Parliament of Canada. Upon accepting nomination for public office, a Member is expected to communicate his or her intention to the President through the office of the Dean **concerned and the Vice President Academic**, or the office of the University Librarian **and the Vice President Academic** for Librarians.

C6.2 In the absence of special circumstances, Members nominated for or elected to local government office will be expected to continue to carry out their responsibilities to the University.

C6.3 Upon request, Members who are candidates in a federal or provincial election shall be granted a leave of absence with full salary and benefits, applicable during the official period of active campaigning prior to the date of election. In the absence of such requests, candidates may be required to accept leaves of absence with full salary and benefits during the official period of active campaigning.

- C6.4 Such leave with pay shall not be available to a Member who is on leave without pay.
- C6.5 If elected to the Legislature, the Member is entitled to leave of absence without pay for a period of each year in which the Legislature sits and, if a Minister of the Crown, is entitled to leave of absence without pay during his or her tenure of office. If elected to Parliament, the Member is entitled to leave of absence without pay during the duration of Parliament. Arrangements involving full-time leave of absence normally hold for a maximum of two (2) terms of public office or ten (10) years, whichever is longer. If a Member continues to serve after the ten (10) year period, the Member is expected to resign his or her University post and may be required to do so; if thereafter, the Member wishes to return to the University, the appointment is subject to the procedures applicable to a first-year appointment.
- C6.6 If mutually acceptable arrangements are feasible, a Member may be given the equivalent of a sessional, temporary, or part-time appointment during the period of the leave, and during such appointment, may be accorded, as a matter of courtesy, the style and title of his or her rank before the leave.
- C6.7 While on leave without pay to serve in political office, benefit provisions for Members on leave without pay shall apply, providing the Member is not eligible to participate in any other benefit plan by virtue of his or her holding public office.
- C6.8 After the expiry of the term or terms of public service, if the Member has not resigned from the University, or has not been required to do so in accordance with this Article, the Member is entitled to return to the University without reduction in rank. The Member shall provide, within sixty (60) days of the expiry of the term of the office, written notice of his or her intention to return to the University, and indicating the intended date of return. The date of return must be within one (1) year of the expiry of the term of office.

C-7 SICK LEAVE

- C7.1 a) Sick leave is intended to provide short-term income protection for illnesses or injuries that render probationary and tenured Faculty Members or probationary and permanent Librarians unable to carry out their responsibilities to the Employer. For any one such absence of fewer than eight (8) consecutive working days, or any number of absences adding up to fewer than fourteen (14) working days in one (1) academic semester, no medical documentation is required. For any single absence lasting eight (8) or more consecutive working days, or for multiple absences totalling fourteen (14) or more working days in one (1) academic semester, medical documentation may be required, at the Employer's request.

- b) The maximum period for full pay and benefits shall be six (6) months (one hundred and thirty-two (132) days).
 - c) Benefits for prolonged periods of disability are provided under a Long Term Disability plan for eligible Members.
- C7.2 Members with term appointments will accumulate sick leave credits at the rate of one and one quarter (1 1/4) days per month, for any month in which the Member works a minimum of ten (10) working days.
- C7.3 The Member shall inform the Chair (or the Dean or University Librarian, as appropriate, where there is no Chair) as soon as possible of his or her illness in order that adequate alternative arrangements can be made to fulfill the Member's duties.
- C7.4 The Department Chair (or Dean or University Librarian, as appropriate, where there is no Chair) shall advise the Human Resources office immediately when an absence due to illness or injury lasts eight (8) consecutive working days, or totals fourteen (14) non-consecutive working days in one academic semester.
- C7.5 The Member shall keep the Employer informed of the latest medical opinion as to the likely duration of any extended or frequent illness. The Member shall provide periodic medical evidence verifying the illness and anticipated return-to-work date.

C-8 VACATION

- C8.1
- a) Faculty Members employed on a twelve (12) month basis shall be entitled to an annual vacation with pay of one (1) month, defined as twenty-three (23) working days. Faculty Members with term appointments shall have their vacation prorated to the term of their appointment as a proportion of one (1) year. Vacation for Faculty Members shall be calculated on the contract year and shall be deemed to have been used annually.
 - b) Librarians employed on a twelve (12) month basis shall be entitled to an annual vacation with pay of one (1) month, defined as twenty-three (23) working days. After ten (10) years of service this shall be extended to twenty-five (25) working days and after eighteen (18) years of service shall be extended to thirty (30) working days.
 - c) With the written approval of the University Librarian and the consent of the Director of Human Resources, Librarians may be allowed to carry forward vacation credits. However, the maximum accumulated vacation credits a Librarian may have at any one time will be limited to two (2) years' entitlement. Librarians on resigning or on retiring will be allowed to carry over a maximum of one (1) year's earned vacation entitlements to be taken after their last day of work at the University.
 - d) Vacation leave may be taken in one (1) or more segments.

- C8.2 Members shall consult the Department Chair, or Dean where there is no Chair, or University Librarian, at least four (4) weeks in advance of taking vacation leave of more than four (4) days, and shall give due consideration to their responsibilities to the University.
- C8.3 A Member on a one (1) year sabbatical leave shall be deemed to have taken his or her vacation entitlement for that year. A Member on a six (6) month sabbatical shall be entitled to one-half (½) his or her normal entitlement for annual vacation.

C-9 HOLIDAYS

- C9.1 The following shall be paid holidays for all Members:

New Year's Day;
 Good Friday;
 Easter Monday;
 Victoria Day;
 Canada Day;
 Gold Cup and Saucer Day (in lieu of August Civic Holiday);
 Labour Day;
 Thanksgiving;
 Remembrance Day;
 Christmas Day;
 Boxing Day; and

any other day declared a holiday by the Board of the University, by the Federal Government, or by the Provincial Government.

- C9.2 Should any of the above holidays fall on a Saturday or Sunday, the time-off for same will be given on the following workday.
- C9.3 Librarians required by the Employer to work on a holiday will be compensated with time off equivalent to one and one half that worked, to be taken at a time mutually agreed by the Member and University Librarian provided that it is to be taken before the end of the contract year.
- C9.4 Members shall also be entitled to other religious holidays and observances by written agreement, in advance, with their Chair and Dean (or the University Librarian, where applicable).

C-10 COMPASSIONATE AND BEREAVEMENT LEAVE

- C10.1 When there is a death or critical illness of a parent, spouse, common-law spouse, brother, sister or child, the Faculty Member or Librarian concerned may arrange, with the approval of the Department Chair (or Dean or University Librarian, as appropriate), for leave from all of the individual's duties and responsibilities. Such leaves shall be with full salary and benefits for a period of not more than five (5) working days.
- C10.2 In an emergency, an application may be made by telephone (to be confirmed in writing) where the particular circumstances warrant.
- C10.3 When there is a death of a grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law, grandchild, fiancé or fiancée, or any second degree relative who has been residing in the same household, the Faculty Member or Librarian concerned may arrange, with the approval of the Department Chair (or Dean or University Librarian, as appropriate), for leave from all of the individual's duties and responsibilities. Such leaves shall be with full salary and benefits for a period of not more than three (3) working days.
- C10.4 Where a funeral takes place outside Prince Edward Island, compassionate leave may be extended by a maximum of an additional three (3) working days to allow travel time.
- C10.5 A Faculty Member or Librarian shall be granted one (1) day of compassionate leave for funeral duties or for attending the funeral of any second degree relative not specified in C10.3.

C-11 SPECIAL NEEDS

- C11.1 When any kind of urgent situation in a Member's immediate family occurs, and such clearly requires the Member to be absent from the University for compassionate reasons, the Member shall be entitled to up to two (2) weeks leave with pay and full benefits. Special needs may include, but are not restricted to, resettlement of an aged or disabled parent, serious illness of parents, spouse, children or other family members, and medical treatments of parents, spouse or children that cannot be provided in the Charlottetown area. Members shall notify the Chair, Dean or University Librarian as soon as possible of their need to take special needs leave, and the Employer may request appropriate documentation.

C-12 JURY/WITNESS LEAVE

- C12.1 The University shall grant leave with full pay and benefits to Members, other than those on any form of leave without salary, who are required by law to serve as jurors in a court of law.
- C12.2 The University will grant leave with full pay and benefits to a Member, other than those on any form of leave without salary, who is required by law to serve as a witness in a court action or statutorily-established tribunal, provided that the Member has not initiated the action or is not acting as a defendant with regard to the Member's private affairs.
- C12.3 The Member taking such leave is expected to advise the Chair (or Dean or University Librarian, where appropriate).

C-13 EXCHANGE LEAVE

An Exchange Leave occurs when a full-time Member exchanges positions with a Faculty Member or Librarian at another institution. The Parties agree that such exchanges shall be implemented within the following guidelines:

- C13.1 Before an exchange may be implemented, the Dean or University Librarian shall make a recommendation to the **Vice President Academic** concerning the application. The exchange must be approved by the **Vice President Academic** in advance. Such approval shall not be arbitrarily withheld, and any decision not to approve shall be explained in writing to the Member.
- C13.2 Members wishing to become part of such an exchange shall normally make application to the Department or Library four (4) months before the proposed leave is to begin.
- C13.3 Each exchange employee shall retain his or her home university salary, pension rights and other benefits.
- C13.4 The University shall provide to the Faculty Member or Librarian coming to the University the normal facilities and privileges.
- C13.5 Time spent on exchange shall be counted for salary scale step progression, tenure, permanency, promotion and sabbatical leave.
- C13.6 Such exchanges shall not normally be for more than one (1) year.

C-14 PROFESSIONAL DEVELOPMENT AND CONSULTATIVE LEAVES

- C14.1 Members may attend conferences, workshops, seminars and meetings for professional development purposes and may consult sources outside the University, visit laboratories and/or libraries and seek other sources of material for scholarly endeavours. For such leaves from his or her normal responsibilities, a Member shall advise his or her Chair or Dean or University Librarian, as appropriate, of the impending absence and shall ensure that proposed arrangements for meeting his or her obligations and responsibilities are acceptable to the Chair or Dean or University Librarian, as appropriate. Such leave shall not exceed five (5) working days except with the written approval of the Dean.

SECTION D

D-1 SALARY

- D1.1. a) For the term of this Agreement, the salary scale for Faculty Members shall be in accordance with Appendix "A", Schedule of Salary Minima.
- b) For the term of this Agreement, the salary scale for Librarian Members shall be in accordance with Appendix "B", Schedule of Librarian Salaries.
- c) For the term of this Agreement, the salary scale for Sessional Instructors and Faculty teaching overload shall be in accordance with Appendix "C".
- d) For the term of this Agreement, hourly rate of pay for Clinical Nursing Instructors shall be in accordance with Appendix "D".
- D1.2 Unless otherwise specified in the letter of appointment or otherwise provided in this Agreement, Faculty and Librarian Members shall continue to move up one (1) increment step on the salary schedule on July 1 of each employment contract year in which the Collective Agreement is in effect, until they reach the top step in their rank.
- D1.3 Faculty Members and Librarians whose initial appointments become effective between July 1 and December 31 inclusive, shall move up one (1) increment step on July 1 of the following year. Those whose appointments become effective between **January 1** and June 30 inclusive shall move up one (1) increment step on July 1 of the following calendar year.
- D1.4 **Faculty Members or Librarians** who are promoted in rank shall be placed at the appropriate step in the rank that is closest to but not less than **the** salary in the former rank ensuring the increase is equivalent to at least one full increment, unless otherwise specified in the initial letter of appointment.

D-2 ADMINISTRATIVE RELEASE AND ALLOWANCES

- D2.1 a) Chairs of academic departments with up to three (3) full-time faculty in addition to himself or herself shall be entitled to release time equivalent to one (1) three (3) hour credit course per year plus an administrative allowance of eight hundred dollars (\$800) per annum, effective July 1, 2006, pro-rated to the period of their respective terms as Chair.
- b) Chairs of academic departments with four (4) to fourteen (14) full-time faculty in addition to himself or herself shall be entitled to release time equivalent to two (2) three (3) hour credit courses per year plus an administrative allowance of one thousand six hundred dollars (\$1,600) per annum, effective July 1, 2006, pro-rated to the period of their respective terms as Chair.

- c) Chairs of academic departments with fifteen (15) or more full-time faculty shall be entitled to release time equivalent to two (2) three (3) hour credit courses per year plus an administrative allowance of three thousand two hundred dollars (\$3,200) per annum, effective July 1, 2006, pro-rated to the period of their respective terms as Chair.
- d) Chairs of academic departments in the Faculty of Veterinary Medicine shall be entitled to an administrative allowance of six thousand dollars (\$6,000) per annum, effective July 1, 2006, pro-rated to the period of their respective terms as Chair.
- e) Coordinators or Directors of Interdisciplinary Academic Programs shall be entitled to release time equivalent to one (1) three (3) hour credit course per year.
- f) The specific details of any course release will be determined between the Chair or the Interdisciplinary Academic Program Director/Coordinator, and the Dean.
- g) Faculty Members acting in the capacity of Chair for a period of four (4) months or more shall be eligible for the applicable release time and any allowance, pro-rated to the time during which they are serving in the acting capacity.

D2.2 In the event that a full-time Faculty Member assumes the role of the Director of **the Webster Center**, she or he shall be entitled to a half-time release from her or his regular faculty and departmental responsibilities, with the expectation that she or he will continue to teach during her or his term as Director, and devote half of his or her time to the responsibilities of **the Director**.

D2.3 In the event that a full-time Faculty Member assumes the role of the Chair, AVC Admissions Committee, she or he, at the discretion of the Dean, will be entitled to an administrative release from his or her regular Faculty and departmental responsibilities.

D2.4 Effective July 1, 2004, designated Faculty Members who must, by statute, belong to a professional association in order to practice in their discipline within their role at the University will, upon presentation of receipts, be reimbursed for the cost of the professional dues for these associations, up to a maximum of five hundred dollars (\$500) per annum. The designation of such persons shall be determined at the time of appointment. Faculty Members who are so designated at the time of ratification of this Agreement shall also be eligible for reimbursement effective July 1, 2004.

D-3 OVERLOAD

D3.1 Subject to Article H1.10, with the agreement of the Faculty Member concerned and in accordance with the policies and procedures existing within respective departments, the Dean may approve an overload course assignment for a Faculty Member whose composite workload is otherwise considered full-time. Such overload assignments shall be remunerated in accordance with Appendix C, Schedule of Sessional Stipends, **Step 1**.

- D3.2 In those cases where the overload work is shared by more than one Member, or where the overload work consists of less than the equivalent of a full credit course or professional service equivalent, the stipend shall be pro-rated accordingly.
- D3.3 In the event that an overload course is cancelled with less than thirty (30) days' notice, the Faculty Member who was contracted to teach the course shall receive five hundred dollars (\$500). When a cancellation occurs after teaching has already begun, the Faculty Member shall receive a pro-rated stipend or five hundred dollars (\$500), whichever is greater.
- D3.4 Each Member who is asked to be on call and available for the provision of emergency clinical services shall be remunerated at the rate of one hundred and fifty dollars (\$150) per week. The rate of remuneration for being on call for less than a week shall be fifteen dollars (\$15) per weeknight and thirty-seven dollars and fifty cents (\$37.50) per week end day and night.
- D3.5 Each Member who provides emergency veterinary clinical services on evenings, nights, weekends, holidays, or at times when the University is officially closed, shall be remunerated at a rate of seventy dollars (\$70.00) per hour (billable) spent directly involved in providing the service.

D-4 MARKET DIFFERENTIALS

- D4.1 A Market Differential may, at the discretion of the Board, be added to a Member's salary when necessary to recruit or retain a person in a high market demand occupation. A high market demand occupation is one in which a salary premium is necessary to recruit or retain persons with well-defined qualifications in the face of competition in the academic market, taking into consideration salaries paid to individuals of comparable qualifications, experience and levels of accomplishment at other universities.
- D4.2 Where Market Differentials are applied, a base salary shall be determined in the usual manner for determining rank and step, and then a market differential consisting of a lump sum shall be applied to arrive at the total annual salary.
- D4.3 Salary adjustments shall be applied to the total annual salary. The total annual salary shall be utilized for pertinent pension and benefits calculations.
- D4.4 Unless otherwise specified in the letter of appointment, the Market Differential will remain in effect as long as the Member continues to work in the same position.
- D4.5 The Association shall be notified of the names of the recipients of all Market Differentials and the amount of each. Any information contained therein which has the effect of revealing individual salaries shall be held in strict confidence.

- D4.6 Not more than twenty-five (25) percent of the academic salary budget in each academic year is to be administered as Market Differentials.

D-5 GROUP BENEFITS

- D5.1 Eligible Members shall be provided with the following group benefits, in accordance with University policies and plan provisions:

- a) Group Life Insurance;
- b) Accidental Death and Dismemberment Insurance;
- c) Supplementary Health Care Insurance;
- d) Long Term Disability Insurance;
- e) Pension Plan;
- f) RRSP;
- g) **Travel Insurance;**
- h) **Employee and Family Assistance Program (EFAP).**

- D5.2 The Employer shall provide Members with copies of the group benefits booklets and shall place copies of current booklets on the Human Resources web site.

D5.3 Joint Benefits Management Committee

- a) The role of **this** Committee shall be one of **management**, education, adequacy of coverage, plan design and premium review, **and shall have jurisdiction over Supplementary Health Care Insurance and Long Term Disability Insurance.**
- b) The Joint Benefits Management Committee shall consist of two (2) Members appointed by the Association, who shall be members of this Plan, and two (2) persons appointed by the Employer.
- c) Changes proposed by the Joint Benefits Management Committee in respect to the benefit levels, coverages, or premium rates will require the agreement between the Employer and the Association, or as may be required by law.

Group Life Insurance (Group Life) and Accidental Death and Dismemberment Insurance (AD&D)

- D5.4 a) All Faculty Members, Librarians and Clinical Nursing Instructors with tenured, probationary or permanent appointments shall be eligible for Group Life and AD&D insurance. **Members with** term appointments of eight (8) months or more **or** part-time appointments of twelve (12) months or more shall also be eligible.
- b) Participation in this Plan is mandatory for eligible Members.

- D5.5** Members shall pay one hundred per cent (100%) of the premiums for Group Life Insurance and for Accidental Death and Dismemberment Insurance coverage through payroll deductions.
- D5.6** With the approval of the carrier and subject to the carrier's terms and conditions, participating Members will be provided the opportunity of purchasing, at 100% of the cost, optional spousal life coverage.
- D5.7** With the approval of the carrier, and subject to the carrier's terms and conditions, participating Members shall be provided with the option of purchasing, at 100% of the cost, additional maximum Group Life benefit coverage.

Supplementary Health Care Plan

- D5.8** a) The Association agrees to participate in the University of Prince Edward Island Supplementary Health Care Plan, in accordance with the provisions of the Plan policy.
- b) All Faculty Members, Librarians and Clinical Nursing Instructors with tenured, probationary or permanent appointments shall be eligible to participate in the Plan. **Members with full-time term appointments of eight (8) months or more or part-time appointments of twelve (12) months or more shall also be eligible.** Participation in this Plan is mandatory for eligible Members and optional for Members with proof of coverage in another Plan.
- c) UPEIFA Unit 1 and UPEIFA Unit 2 Members, and academic administrators such as Deans, Associate Deans, and the University Librarian shall also participate in the UPEI Supplementary Health Care Plan.
- d) The Supplementary Health Care Plan coverage will be provided for past and future retired Members on the basis of whatever cost sharing was in effect at the time of their retirement, provided the Member was employed by the University for a continuous period of at least five (5) years immediately preceding retirement.
- D5.9** The coverage provided by the Supplementary Health Care Plan shall be those in place as of **June 30, 2010**, subject to any subsequent changes made thereafter by the Joint Benefits Management Committee. The Supplementary Health Care Plan shall be amended, effective July 1, 2011, so that it includes:
- a) **massage therapy by a licensed practitioner; and**
- b) **naturopathic services by a licensed provider.**

D5.10 The cost of the premium for the Supplementary Health Care Plan and EFAP shall be shared on the basis of:

July 1, 2010 forward

37.5% Employee/ 62.5% Employer

Long Term Disability (LTD)

D5.11 Subject to insurability, participation in this Plan is mandatory for eligible Members.

D5.12 All Faculty Members, Librarians and Clinical Nursing Instructors with tenured, probationary or permanent appointments are eligible.

D5.13 All term Faculty Members, Librarians and Clinical Nursing Instructors whose initial and any subsequent renewal appointment(s) total a minimum of twenty-four (24) months of uninterrupted employment shall be eligible for LTD benefit coverage up to a maximum of two (2) years' benefit.

D5.14 Members shall pay one hundred percent (100%) of the premiums for Long Term Disability Insurance coverage through payroll deductions.

D-6 PROFESSIONAL DEVELOPMENT AND TRAVEL REIMBURSEMENT (PDTR)

- D6.1**
- a) Probationary and tenured Faculty Members and probationary and permanent Librarians are eligible to receive the Professional Development and Travel Reimbursement (PDTR).
 - b) Term Faculty Members and Librarians with appointments of eight (8) months or longer will be eligible to receive PDTR pro-rated according to the term of employment.
 - c) The annual PDTR amount shall be reduced on a pro-rated basis for tenured Faculty Members and permanent Librarians who go on a reduced or part-time appointment, or any member on a leave of absence under Article C-4 (Leave without Pay) and/or C-6 (Leave to Accept Public Office).

- D6.2 The PDTR rate is set at:
- a) **one thousand two hundred dollars (\$1200) per annum effective July 1, 2010.**
 - b) **one thousand two hundred and fifty dollars (\$1250) per annum effective July 1, 2011.**
- D6.3 Faculty Members and Librarians shall receive reimbursement of PDTR claims upon presentation of original receipts. Any portion that is not claimed in a given year shall be carried forward into a subsequent year **subject to a maximum PDTR accumulation of three thousand dollars (\$3000).**
- D6.4 Expenses that can be claimed include but are not limited to:
- a) travel and associated expenses related to meetings, conferences, study leave, or other similar professional activities;
 - b) registration fees and other expenses for meetings of learned societies, other professional organizations, workshops, seminars, and similar activities;
 - c) membership fees in learned societies and professional organizations;
 - d) books and subscriptions to scholarly journals;
 - e) expenses directly associated with teaching responsibilities or current active research or professional programs;
 - f) equipment or instruments, including computers and musical instruments;
 - g) Internet Access Service.
- D6.5 In accordance with University policy, all assets acquired with PDTR funds remain the property of the University. After four (4) calendar years from the date of purchase, or upon retirement or resignation, the Member has the option of purchasing these items from the University at fair market value.

D-7 START-UP FUNDING AND RESEARCH GRANTS IN LIEU OF SALARY

- D7.1 New tenure stream Faculty members shall be provided with a twenty-five hundred dollar (\$2500) start up research grant.
- D7.2 A Faculty Member or Librarian may request a portion of his or her salary in the form of a research grant, provided that she or he can demonstrate to the appropriate research grants committee that such funds are required for the research to be carried out. The applicant for a research grant in lieu of salary shall submit a research proposal along with an itemized budget for the proposed research to the Vice-President, Research and Development. The tax status of expenditures under the research grant is the sole responsibility of the Member receiving the grant.

D-8 RELOCATION ALLOWANCE

- D8.1 The University will provide newly hired Faculty Members and Librarians with economy one-way airfare to Charlottetown plus similar airfare for spouse and dependents, or actual travel costs if less, against receipts, toward the relocation of a successful candidate being appointed from a regional, national or international employment search, who resides outside of Prince Edward Island.
- D8.2 In addition, for tenure stream and probationary/permanent Members and Members holding term appointments of nine (9) months or longer, the following will apply:
- a) The Employer will contribute towards eligible relocation costs from within Canada up to a maximum of one (1) month's salary, based upon the salary offer at the time of recruitment.
 - b) In addition, savings realized under D8.1 above, between the actual receipted transportation costs and the equivalent economy airfare(s) to Charlottetown from the nearest point of departure, may be applied toward the cost of removal in D8.2 a).
 - c) In the case of relocation from outside of Canada, the Employer will provide an additional one thousand dollars (\$1,000)(CDN).
- D8.3 Members appointed to terms of shorter than nine (9) months duration may receive some relocation assistance, additional to that provided for in D8.1, at the discretion of the **Vice President Academic**.
- D8.4
- a) Resignation of a Member holding a tenure stream and/or probationary/permanent appointment will require repayment of the relocation allowance, in accordance with Article B7.1d).
 - c) Members holding term appointments, who resign within the first nine (9) months of the appointment, shall repay the Board all relocation allowances specified in Article D8.2.
- D8.5 Term Members hired for successive limited-term appointments shall not, for the present purpose, be considered newly appointed.
- D8.6 In exceptional circumstances, and at the discretion of the **Vice President Academic**, actual moving expenses above these limits may be paid.
- D8.7 Implementation of this Article will be in accordance with University policy and applicable tax regulations.

SECTION E

E-1 EVALUATION OF TEACHING AND FACULTY REVIEW PROCEDURES

Preamble

Teaching Surveys, Faculty Reviews and other assessments described in Article E-1 are primarily for formative purposes.

E1.1 Evaluation of Teaching Performance

E1.1.1 Whenever this Agreement calls for an evaluation of the teaching performance of a Faculty Member in relation to re-appointment, tenure, or promotion, then the evaluation, recommendations and decisions shall be carried out in accordance with Article E-1.

E1.1.2 Evaluations shall be conducted in accordance with the principles of academic freedom and the statements of rights and responsibilities of Faculty Members in this Agreement.

E1.1.3 For purposes of the Agreement, teaching includes, but is not limited to, any of the following activities performed by Faculty Members either in a classroom or laboratory, through correspondence, or from a distance through the use of technologically assisted instruction:

- a) giving courses; conducting seminars; guiding tutorials, laboratories or studio work; supervising fieldwork and study projects;
- b) preparing or correcting assignments, tests and examinations;
- c) guiding the work of teaching assistants, markers or laboratory instructors;
- d) guiding and evaluating students' individual work, such as theses and papers;
- e) conducting consultations with student(s) outside of class or laboratory time;
- f) participating in the development of teaching methods, programs or course content;
- g) preparing instructional material, laboratory exercises or course notes for the Faculty Member's own students;
- h) authoring or reviewing textbooks and other instructional material, it being understood that such authorship may also be considered when evaluating a Faculty Member's scholarly endeavours; or
- i) other teaching related activities, including those undertaken to ensure that a Faculty Member's teaching is in keeping with the current state of the subject taught.

E1.2 Procedures for Teaching Evaluation

E1.2.1 An evaluation of a Faculty Member's teaching performance shall only take place when required by the Agreement. No evaluation of teaching performance may consider a period of less than three (3) years, except where necessary in the case of re-appointment, or a request for accelerated promotion, or when suggested by the Faculty Member or the Faculty Member's Chair.

E1.2.2 Any person or committee assessing a Faculty Member's teaching performance shall seek to balance all aspects of teaching as well as the departmental and/or faculty context within which the Faculty Member works. Assessments of teaching performance must take due note that:

- a) a Faculty Member's stronger performance in some aspects of teaching may compensate for a weaker performance in other aspects of teaching;
- b) a Faculty Member's teaching shall be considered stronger if performance is good in several kinds of teaching activities;
- c) an entire department or discipline may differ significantly from the academic staff as a whole, and this may or may not influence interpretation of information on teaching performance of individual Faculty Members. Differences among departments and disciplines must be considered when assessing teaching performance.

E1.2.3 Any Faculty Member applying for promotion or tenure shall include in his or her application a Teaching Dossier as described in E3.1.2. Any person or committee assessing a Faculty Member's teaching performance for the purposes of promotion or tenure shall base the assessment on the Faculty Member's Teaching Dossier.

E1.2.4 Any Faculty Member whose teaching performance is being evaluated has the right to submit any information he or she believes to be relevant to the evaluation.

E1.2.5 No anonymous or unsolicited information may be used to form the basis of any teaching evaluation or be included in the evaluation of a Faculty Member except for statistical data arising from an approved student opinion of teaching survey process.

E1.2.6 Any person or committee assessing a Faculty Member's teaching performance shall make due allowance for any special circumstances which may have affected the Faculty Member's teaching performance.

E1.2.7 Any person or committee preparing an assessment of a Faculty Member's teaching performance shall include in the assessment:

- a) a statement of the scope of the assessment and the sources of information used;
- b) a summary of the information gathered; and
- c) an analysis of the information gathered and the results of the assessment.

E1.2.8 The result of an evaluation shall not be used to assign Faculty Members any quantitative rankings. Evaluations shall not be used to rank Faculty Members against each other.

E1.3 Student Opinion of Teaching Surveys

E1.3.1 The Student Opinion of Teaching Survey will be conducted in all for-credit courses where, following Senate guidelines, the Department determines that there are sufficient numbers of students enrolled in the course. When the Student Opinion of Teaching Survey is conducted in a for-credit course, it shall be done no more than once per instructor per offering. Surveys shall be administered in a manner which is determined by the Faculty Member's Department (or Faculty or School for non-departmentalized units) in accordance with this Agreement, and which ensures confidentiality for the Faculty Member. Access to the statistical results of the survey shall normally be restricted to the surveyed Faculty Member, and his or her Department Chair (or in Faculties without Chairs, the Dean), except as required by this Agreement. No access shall be given to written comments except with the Faculty Member's consent.

- a) Teaching Surveys shall consist of written questionnaires, administered in such a way as to afford all students in a given course or class a reasonable chance to respond. They may also consist of electronic versions of the standard written questionnaire appropriate for that particular Faculty Member.
- b) Such questionnaires shall be constructed so as to obtain a fair and reasonable assessment of student opinion of a Faculty Member's performance. Except for the written comment questions, all questions shall be constructed so that the answers may be aggregated to provide a mean score for each question.
- c) The same Teaching Survey questionnaire shall be used for all courses given by any one department, except where allowed for by this Agreement. All such questionnaires shall be constructed so as to give roughly equal weight to each of the questions. No more than twenty-five (25) percent of the questions shall be designed to assess the Faculty Member's overall effectiveness as a teacher. All such questionnaires shall begin with a common set of no more than seven (7) University-wide questions established by the Questions Committee.

- d) In recognition of the fact that teaching methodologies vary widely among disciplines (for example, some courses have laboratories), the questionnaire shall also contain up to five (5) additional questions which may be added by the Department (or Faculty or School). Each Department shall consult carefully with the Questions Committee and obtain its written agreement regarding the appropriateness of its proposed additional questions. All such questions shall be consistent with all other provisions of this Agreement. The questionnaire shall be agreed upon at a Departmental meeting in advance of its use. Where appropriate, the Department may approve a different questionnaire for clinical or laboratory courses, or those courses delivered via computer networks, media, or by correspondence, etc.
- e) Each questionnaire will provide an opportunity for students to make detailed written comments. Comments shall be placed in a sealed envelope and returned directly to the Faculty Member after the completion of the course and grades have been submitted to the Registrar, to assist the Faculty Member in evaluating all aspects of the course. Students shall be informed that these comments will be returned directly to the Faculty Member under these conditions.
- f) The survey shall be held within the final quarter of each course, and announced to the students at least one (1) class in advance. The scheduling of the Teaching Survey shall be determined by the Faculty Member responsible for the course. In courses with multiple Faculty Members, a separate survey shall be done for each Faculty Member responsible for a minimum of twelve (12) hours per semester in that course. At the Atlantic Veterinary College, a separate survey shall be done for each Faculty Member responsible for a minimum of six (6) hours for pre-clinical courses or a minimum of twenty-five (25) percent contribution to a clinical rotation. In cases other than clinical rotations, where the Faculty Member teaches less than one-third ($1/3$) of the total hours in the course, another form of evaluation besides Student Opinion of Teaching Survey shall be used, provided that agreement was received from the Questions Committee as to the appropriateness of that instrument(s) of evaluation. Such surveys may be grouped at the end of the course, or administered at the end of the block given by the instructor to be assessed, as appropriate. At least twenty (20) minutes of class time will be provided for the students to complete the survey forms (or electronic surveys) and the Department (or Faculty or School) shall provide an equal opportunity for any student with special needs to evaluate.
- g) Non-electronic questionnaires shall be distributed and collected and returned to the Departmental secretary by a person agreed to by the Faculty Member and the appropriate Chair or Dean. The Faculty Member shall leave the room during the survey process. After the surveys have been collected, they will be placed in a sealed envelope. This envelope shall not be opened until after the final marks for the course have been submitted to the Registrar's Office.

- h) The envelope shall be opened and a statistical summary of the results will be prepared by a neutral person agreed to by the Faculty Member and the Chair or Dean, as appropriate. The survey data including statistical summary shall be given to the Faculty Member within three (3) weeks after the submission of grades for the course to the Registrar's Office. The survey data, except for statistical results which are shared with the University, remain the property of the Faculty Member.
- i) The procedures in e), f), g) and h) above may be modified as appropriate for electronic surveys of regular courses, courses delivered via the web, by correspondence, etc., provided that such modifications were approved by the Questions Committee and the general principle of confidentiality for the Faculty Member is maintained. The same set of university-wide questions and Departmental questions described in c) and d) above shall be used in both electronic and non-electronic Teaching Surveys, as appropriate to the Department, School or Faculty. Survey data in electronic format remains the property of the Faculty Member, except for statistical results which are shared with the University, and shall not be destroyed before providing the Faculty Member with a paper or electronic copy at the Faculty Member's choosing.
- j) The statistical results of the Student Opinion of Teaching Surveys, which have been shared with the University, and placed in the Official Employee File, shall be used only as expressly required by this Collective Agreement, or by mutual agreement of the Parties.

E1.3.2 Review of Questionnaires

- a) Beginning in January 2010, every five (5) years thereafter, or when agreed to by the Parties, the Questions Committee shall be constituted with seven (7) members: the **Vice President Academic**, four (4) Faculty Members elected by the Association, and two (2) members of Senate elected by Senate. The **Vice President Academic** shall Chair. The Questions Committee shall implement the conditions of this Agreement as is appropriate to its role described in this Article E-1. The Questions Committee shall decide issues by simple majority vote and determine its own procedures and methods of consultation.
- b) The Questions Committee shall:
 - a) review the current questionnaire, and make such revisions to the seven University-wide questions as it deems necessary and which are in agreement with the provisions of this Agreement;
 - b) give each Department, Faculty or School an opportunity to propose revisions to its additional questions;

- c) consider submissions from Departments, Faculties or Schools regarding alternative forms of evaluation in cases other than clinical rotations, where the Faculty Member teaches less than one-third (1/3) of the total hours in the course as per Article E1.3.1 f);
- d) consider submissions from Departments, Faculties or Schools regarding modifications to the procedures in E1.3.1 e), g) and h) above for electronic surveys or regular courses, courses delivered via the web, by correspondence, etc.
- c) The Questions Committee shall endeavour to complete its work in four (4) months but will be expected to work until the review is completed;
- d) Until reviewed by the Questions Committee, the questionnaires used shall be the ones that were established by the Questions Committee and in use for the Winter semester of the 2004/2005 academic year.

E1.3.3 Additional Evaluations

- a) Nothing in this Article precludes the University from conducting course evaluations at reasonably timed intervals for academic planning purposes, departmental reviews, or to meet external accreditation requirements. Such additional evaluations shall not be used in the evaluation of individual Faculty Members.
- b) In order to improve course design and/or effectiveness, a Faculty Member may conduct an additional written evaluation of his or her own course, provided that the students consent to participate. The evaluations and all results remain the property of the Faculty Member and shall not be examined without the Faculty Member's consent.

E1.4 Policy and Procedures for Faculty Review

- E1.4.1 The University and the Association agree that the regular reviews of **duties and responsibilities as set out in Article A-8** provided for in this Article E1.4 are for formative purposes, and shall only be used to promote the continued professional development of Faculty Members in the course of their individual careers.
- E1.4.2 Department Chairs shall receive reports from all tenured, probationary and term contract faculty. In the case of the Faculty of Education and the Schools of Business and Nursing, the Dean shall assume the duties normally assigned by these procedures to the Chair. In the case of Faculty Members who are Department Chairs, the reports of activities shall be provided to Deans.
- E1.4.3 By May 31 each year, non-tenured Faculty Members shall provide to their Chair or Dean, as appropriate: a current curriculum vitae and a concise, written report of their activities as Faculty Members for the past year.

By May 31 every third (3rd) year, tenured Faculty Members shall provide to their Chair or Dean, as appropriate: a current curriculum vitae and a concise written report of their activities as Faculty Members for the past three (3) years. However, the Faculty Member or the Department Chair may suggest that the review be held after one (1) or two (2) rather than three (3) years.

The report may also include information on any special factors which are significantly limiting the Faculty Member's productivity.

E1.4.4 By June 30 of the year in which the report is received, the Chair or Dean, as appropriate, shall meet individually with the Faculty Member to discuss the report and directions that might be taken by the Member and the Department for continued professional development.

E1.4.5 The Chair shall provide to the Faculty Member **within two (2) weeks**, in writing, a summary of the discussion described in Article E1.4.4. The Faculty Member will be provided an opportunity to respond verbally and in writing.

E 1.4.6 Prior to September 1 of each year, the Chair shall meet with the Dean and provide an overview of the faculty reviews completed within the Department.

E 1.4.7 Any information obtained by the Dean through the procedures described in Articles E1.4.3, E1.4.4, E1.4.5 or E1.4.6 shall be used only in a manner consistent with Article E1.4.1 and shall only be used by the Dean, or any other individual, for purely formative purposes and shall never be used for disciplinary action or dismissal proceedings.

E1.4.8 Chairs and Deans shall attend a workshop designed to assist them in performing reviews. These workshops shall be funded by the University and jointly organized by the University and the Association. There shall be an opportunity for a presentation by an Association supported designate. Such workshops shall be available annually, and the University is responsible for ensuring that all administrators performing Faculty reviews shall be trained as required by this Agreement.

E1.4.9 Materials submitted for the review shall be returned to the Faculty Member. A copy of the report, and the response(s), if provided, shall be inserted into the individual's Departmental File.

E1.4.10 Deans shall be responsible for ensuring that reviews have taken place in accordance with these policies and procedures. In the case of the Faculty of Education, the School of Business, and the School of Nursing, this is the **Vice President Academic's** responsibility.

E-2 TENURE AND PROMOTION OF FACULTY

E2.1 Definitions

- a) Tenure means appointment without term, the right of a Faculty Member not to be dismissed except for just cause. Such appointments shall be subject to layoff or termination only in accordance with this Agreement.
- b) Promotion for Faculty Members means advancement from one rank to another in the Faculty classification structure.

E2.2 Criteria - Tenure and Promotion

E2.2.1 In considering a Faculty Member for appointment with tenure or for promotion, the Department, Departmental Review Committee (DRC), and the University Review Committee (URC) will assess the candidate's professional competence and promise **as defined in Article A-8 and** as indicated by the following criteria. The following items shall be used fairly and equitably by all committees in assessing candidates:

- a) academic credentials: this includes degrees, special studies and honours. The normal criterion will include a Master's degree at the lecturer rank and an earned doctorate at the Assistant rank and higher. Equivalent qualifications and/or experience may be substituted, such as professional qualifications and a degree normally considered terminal for teaching the relevant university discipline, or where the candidate has accumulated experience judged to be particularly relevant and valuable to a discipline;
- b) quality and effectiveness as a teacher: this dimension involves the ability to assist students to develop their competence in a subject area and ability to advise students when required as a part of their academic development. Evidence of such ability is to be provided by the submission of a teaching dossier as provided for in this Agreement;
- c) scholarly endeavours: this means the discovery, integration, interpretation and/or application of knowledge. Evidence of scholarly endeavours includes the following:
 - i) publication in print or electronic form including, but not limited to: books, textbooks, case studies, monographs, contributions to edited books, articles in refereed journals, book reviews, reports, patents, and presentation of refereed papers at professional and scholarly meetings;
 - ii) recognition by one's peers including, but not limited to: participation as an editor or as a member of an editorial board of a journal or scholarly publication, evaluating or refereeing the work of other scholars;

- iii) intellectual and creative endeavours including, but not limited to: designing, developing and conducting research projects; success in obtaining research and publication funding; unpublished work (or work in progress or partially finished, or presentations) of a high quality as determined by qualified peers; conducting contract and/or applied research from which a report, study or text results; developing computer software; commissions to create work of academic or artistic value; scholarship of pedagogy; and creative and artistic works, productions, and performances;
 - iv) scholarly service: this dimension recognizes contributions to the broader community of one's academic field or expertise, including but not limited to serving on external grant selection committees; serving on a board of a scholarly society; co-ordinating a scholarly conference; serving as a external examiner of graduate theses or academic programs;
 - v) scholarly international service, where applicable, including, but not limited to: international development work; collaborative research endeavours; coordinating international mobility opportunities for students; international volunteer work.
- d) contribution to the University's governance and functioning: this includes general administrative duties and participation in University, Faculty, and Departmental Committees. It shall also include University service such as participation in its effective operation through advising the Administration, service as Department Chair, sitting as a member of the University Senate, director of a division or program coordinator, service to the Association, service to the Board, and performance of other functions which have been traditionally accepted as part of the collegial character of the University. It is recognized that committee service is sometimes dependent either on appointment or election and is not necessarily under the control of candidates for tenure or promotion;
- e) contributions to the community: if a Faculty Member voluntarily contributes directly to the community, over and above their normal duties, by virtue of a competence in an academic discipline, this should be valued. This may include giving public lectures, service on committees linked to the community itself, or sharing research expertise with community groups;
- f) professional service contributions (where applicable): this dimension recognizes the requirements or expectations of those Members with relevant kinds of professional expertise to contribute applications of their discipline. The practice of a discipline is to be distinguished from the scholarly endeavours or scholarly service discussed above, and includes clinical service and professional activities which involve the application of the Member's expertise.

E2.2.2 Files for Tenure and Promotion

For a tenure application, the candidate shall create and submit a "tenure file." For a promotion application, the candidate shall create and submit a "promotion file," which may or may not include materials from her or his tenure file. These files plus the additional materials outlined in Article E2.6 shall be the only materials used in tenure and promotion decisions.

E2.3 Qualifications

E2.3.1 Tenure

In accordance with Article A-8, the qualifications for tenure shall be:

- a) possession of an earned doctorate or its equivalent as specified in Article E2.2.1 a);
- b) evidence of satisfactory performance as a teacher in accordance with Articles E1.1.1 and E2.2.1 b);
- c) evidence that the candidate has established the foundation of an enduring and productive involvement in scholarly endeavours (Article E 2.2.1 c));
- d) evidence of participation in activities which indicates potential for continued satisfactory involvement in the functioning of the University (Article E2.2.1 d)); and
- e) evidence of satisfactory professional service contributions (where applicable) Article E2.2.1 f).

E2.3.2 Appointment and Promotion

A Faculty Member shall ordinarily spend a minimum number of years in each rank before becoming eligible for the next higher rank, and he or she must demonstrate a standard of excellence appropriate to the rank sought.

E2.3.2.1 Appointment to Lecturer

A Lecturer is a Faculty Member who shall ordinarily have the following minimum qualifications:

- a) academic qualifications: a Master's degree or the equivalent professional qualifications in the discipline; or that level of relevant experience which would provide equivalent competence in the discipline;
- b) teaching ability: evidence of, or potential ability for effectiveness in teaching.

E2.3.2.2 Appointment and Promotion to Assistant Professor

If a Faculty Member is appointed to the rank of Lecturer and is working to complete the requirements for a terminal degree at an accredited institution, the Faculty Member shall be promoted to the rank of Assistant Professor upon successful completion of the requirements specified in his or her original letter of appointment and receipt by the **Vice President Academic**, of official notice that said degree will be conferred.

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

- a) an earned doctorate in a discipline appropriate to the appointment, or its equivalent as specified in Article E2.2.1a);
- b) evidence of, or potential ability for, successful experience in university teaching;
- c) evidence of, or potential ability in and commitment to, scholarly endeavours;
- d) evidence of, or potential for effectiveness in, professional service contributions, where applicable.

Reference to "potential" above applies only to appointment.

For the rank of Assistant Professor, the greatest weight shall be placed on academic qualifications and teaching performance.

E2.3.2.3 Appointment and Promotion to Associate Professor

An Associate Professor is a Faculty Member who shall ordinarily have the following minimum qualifications:

- a) an earned doctorate in the discipline appropriate to the appointment, or its equivalent as specified in Article E2.2.1a);
- b) evidence of continued success in university teaching;
- c) a significant record of scholarly endeavour, beyond the completion of the academic qualifications for the rank;
- d) evidence of continued success in professional service contributions (where applicable);
- e) a satisfactory record of service to the University, the profession, and the community.

For the rank of Associate Professor, the greatest weight shall be placed on academic qualifications, teaching performance and scholarly endeavours. The standard of evidence required for scholarly endeavours may be partially offset by evidence of:

- i) superior teaching performance; or

- ii) evidence of substantial and satisfactory University service; or
- iii) substantial and satisfactory professional service where applicable.

E2.3.2.4 Appointment and Promotion to Full Professor

The qualifications for promotion to the rank of Full Professor must include continuing performance consistent with the rank of Associate Professor and a clearly superior contribution above the standard required for promotion to Associate Professor in at least one of the following categories:

- a) to be recognized as a clearly superior teacher, the candidate must present evidence of superior performance as a teacher and evidence of superior contributions to teaching;
- b) clearly superior scholarly endeavours are those recognized at national or international levels. Both the quality and quantity of such work shall be considered by the DRC, the URC and the external referees;
- c) clearly superior service to the University and academic community would be evidenced by the candidate having made contributions of leadership and innovation involving decisions and policies which have had a major beneficial influence. The holding of any office, administrative position or membership is not, in itself, meritorious, but must be accompanied by evidence of contributions which are recognized as outstanding examples of service;
- d) clearly superior professional service, where applicable, involves the Faculty Member's excelling in the provision of professional service, demonstrating a high level of expertise in his or her discipline, and contributing to the extension of knowledge in the discipline.

E2.4 Eligibility

E2.4.1 Eligibility for Promotion

E2.4.1.1 A Faculty Member shall ordinarily spend a minimum number of years in each rank before becoming eligible for the next higher rank. Except as provided in Articles E2.4.1.2 and E2.4.1.3 below, the minimum periods of service within each rank shall be as follows:

Lecturer - three (3) years;
 Assistant Professor - six (6) years;
 Associate Professor - six (6) years.

E2.4.1.2A Faculty Member at the rank of Lecturer may apply for promotion to the rank of Assistant Professor upon the demonstration of satisfactory performance in teaching, and a satisfactory record of scholarly, professional or creative work in lieu of an earned doctorate or equivalent professional qualification.

E2.4.1.3 Accelerated promotion, that is, with fewer than the number of years in rank specified in Article E2.4.1.1 above, may be sought by a Faculty Member on the grounds of exceptional teaching or exceptional scholarly endeavours or both.

E2.4.2 Eligibility for Tenure

E2.4.2.1 Tenure shall only be granted to probationary Faculty Members at the rank of Assistant Professor or above.

E2.4.2.2 A Faculty Member on probationary appointment will normally be considered for tenure after four (4) years of full-time probationary appointment at the University (normally this would be at the rank of Assistant Professor or above). Consideration for tenure shall take place before the end of the fifth (5th) academic year.

E2.4.2.3 Unless the Dean of the Faculty or School decides otherwise, or unless otherwise stated in the letter of appointment, no Faculty Member will be recommended for tenure until he or she has completed four (4) years of consecutive service at this University.

E2.4.2.4 A Faculty Member who seeks early consideration as an exceptional case shall so request in writing to the Dean of the Faculty or School by February 1 of the academic year prior to the one in which consideration would take place. In such a case the Dean, in consultation with the Chair, shall decide whether the Faculty Member should be considered as an exceptional case by March 1.

- a) Grounds for consideration as an exceptional case may include positions held and experience obtained at other universities or elsewhere.
- b) If the Dean decides the case is exceptional, he or she will direct that the tenure consideration proceed in the same manner as other applications for that year.
- c) A decision that there are not sufficient grounds for early consideration does not constitute a refusal of tenure, and the provisions for mandatory consideration for tenure (Article E 2.4.2.2) remain in effect. The Faculty Member seeking early consideration for tenure has the burden of establishing the exceptional nature of the case.

E2.4.2.5 Faculty Members may, in exceptional circumstances, be granted tenure on their initial appointment to the University at the rank of Associate Professor or Professor. This is contingent upon the **Vice President Academic's** acceptance of the joint recommendation of the Department Chair and the Faculty Dean, or the recommendation of a Dean of a School or the Faculty of Education, and on the Board's acceptance of the recommendation from the **Vice President Academic**.

E2.4.2.6 Unless otherwise stated in the letter of leave approval, time spent on any type of leave of six (6) months or longer (sabbatical, study, leave of absence) will not be counted as time toward tenure. Leaves of six (6) months to eighteen (18) months will delay consideration of tenure by one (1) year; leaves of eighteen (18) months to thirty (30) months will delay consideration of tenure by two (2) years; etc.

E2.4.2.7 Faculty Members holding contracts with a special condition or conditions, as provided for by this Agreement, requiring the fulfillment of an obligation before tenure can be granted are not eligible for tenure until those conditions are fulfilled. However, if a Faculty Member with this kind of contract, in the view of his/her Department, has achieved significant academic performance, the Department may initiate a recommendation for the waiving of the condition(s) in order to make that person eligible for a tenure hearing. On behalf of the Department, the Chair will make recommendation to the Dean, who will in turn make a recommendation to the President. The final decision respecting the waiver of conditions is made by the President.

E2.4.3 Deferral of Tenure Consideration

E2.4.3.1 Notwithstanding the regular time for consideration of tenure, the Parties recognize that there may be cases where the probability for success would be significantly enhanced by a one (1) year delay.

E2.4.3.2 Before procedures for considering tenure in a given case have commenced, a Faculty Member may request in writing to the Dean of the Faculty or School, with copies to the Chair of the Department, and the **Vice President Academic**, that his or her consideration for tenure be deferred despite the fact that he or she has reached the stage defined in Article E 2.4.2.2. Alternatively, the Dean of the Faculty or School, in consultation with the Chair of the candidate's Department, may recommend deferral, which must be communicated confidentially by the Dean, in writing, to the candidate. The candidate may choose to refuse deferral. The date by which the Faculty Member's request, or the Dean's recommendation, must be communicated is February 1 of the academic year prior to consideration.

E2.4.3.3 Deferrals may be granted or recommended only by the Dean of the Faculty or School and normally for a single one (1) year period. In exceptional cases, this period may be extended for a maximum of one (1) additional year. The decisions regarding deferral must be made prior to August 1 in the year in which the candidate's tenure consideration is to come before the University Review Committee.

E2.5 Initiation of Procedures for Consideration of Tenure/Promotion

E2.5.1 In all subsequent references to the "Department Chair" or "Chair" regarding his or her role in the tenure/promotion process, substitute "Chair of the Departmental Review Committee" if the Department Chair is the candidate in question. In the case of a candidate from the Faculty of Education, School of Business Administration or School of Nursing, substitute "Dean of Education", "Dean of Business Administration", or "Dean of Nursing", respectively, for "Department Chair". **In the case of a candidate whose primary responsibility is as Director or Coordinator of an Interdisciplinary Academic Program, refer to Article B4.4.**

E 2.5.2 Tenure

E2.5.2.1 The Department Chair shall meet with all new probationary Faculty Members within two (2) months of the commencement of their appointment, to explain to them the criteria and procedures of tenure consideration, and to determine when normal consideration for tenure should occur. The Chair shall encourage Faculty Members to start collating all relevant documentation for their tenure file, as provided for in this Agreement, including a teaching dossier. In addition, the Departmental Chair shall, as part of the annual performance review, discuss the progress of the tenure file with the Faculty Member.

E2.5.2.2 On or before January 5 of each year, the Dean of each Faculty shall send a letter to each Department Chair with the names of all Faculty Members in their respective departments that are eligible for regular consideration of tenure in the next academic year.

E2.5.2.3 a) Upon receipt of the letter from the Dean, the Department Chair shall seek confirmation from each Faculty Member named in the letter that her or his tenure file is being collated. Prior to February 1, each Faculty Member shall send a letter to the Chair indicating that he or she plans to apply for tenure. Once such a letter has been received, the Department Chair shall inform the Dean that the tenure file is in preparation. The responsibility for establishing the case for tenure rests with the Faculty Member.

- b) Subject to exceptional circumstances set out in this Agreement, if a Faculty Member does not have tenure by February 1 of the fourth (4th) year of full-time probationary appointment at this University, and if the Faculty Member has not initiated procedures for consideration of tenure, the Department Chair will direct the Faculty Member to submit his or her file for tenure consideration. If the Faculty Member does not submit this application, the Faculty Member will be deemed to have declined tenure and will cease to be employed by the University at the end of the probationary period stated in his or her letter of appointment.

E2.5.2.4 The Department Chair shall assure that a properly constituted Departmental Review Committee will be assembled prior to March 31st.

E2.5.2.5 The candidate shall submit a tenure file containing the required elements as specified in Articles E2.6.1 a)-d) to the Department Chair by April 30th.

E2.5.3 Promotion

E2.5.3.1 Applications for promotion are the responsibility of the Faculty Member. Such applications shall be made, in a letter to the Department Chair, no later than June 15 of the year in which consideration is initiated. The Department Chair shall advise the Department, the Dean and the **Vice President Academic** of any application for promotion or accelerated promotion by July 1.

E2.5.3.2 Unless a Departmental Review Committee has already been constituted that calendar year under E2.5.2.4, the Department Chair shall assure that a properly constituted Department Review Committee (Article E2.7) will be assembled prior to November 1.

E2.5.3.3 External Referees

- a) External referees shall not be used for promotion to Assistant Professor.
- b) External referees shall **normally** be used for promotion to Associate Professor. **The DRC may seek approval from the Dean to waive this requirement.**
- c) External referees shall be used for promotion to the rank of Professor.
- d) The external letters of assessment shall be gathered in accordance with Article E-4 of this Agreement.

E2.5.3.4 The candidate shall submit a promotion file containing the required elements as specified in Articles E2.6.1 a)-d) to the Department Chair by November 1.

E2.6 Standard Tenure/Promotion File

E2.6.1 To fulfill the provisions above, the candidate shall prepare a standard file for tenure or promotion.

Those items that must be included by the candidate are:

- a) the candidate's letter expressing his or her argument for consideration of tenure or promotion at this time;
- b) the candidate's curriculum vitae;
- c) the candidate's teaching dossier (Article E-3);
- d) other summarized information pertinent to criteria in E2.2.1 (academic credentials, quality and effectiveness as a teacher, scholarly endeavours, contribution to the University's governance and functioning, contributions to the community, and professional service contributions (where applicable)). The Faculty Member has the right to decide what is pertinent regarding E2.6.1 d) and this may include letters from colleagues, if the candidate chooses to include them, and any other information that the candidate wishes to submit.

Those items that will be included later are:

- e) signed letters of evaluation from the candidate's own Departmental Faculty Members (with the exception of any such Department Faculty Members serving on the URC), if they desire to write a letter, along with the reasons for their evaluations. The letters should focus on relevant matters as determined by the criteria in this Agreement. The candidate shall be able to review these letters and given sufficient time to ask for the removal of unreasonable letters or to respond to any submitted letters before the file is forwarded to the Dean;
- f) a letter from the DRC, to be added by the Secretary of the DRC after the hearing by the DRC, specifying:
 - i) the DRC recommendation and recorded vote on whether tenure/promotion should be granted; and
 - ii) a summary of the opinion of the committee on the candidate's fulfillment of each of the applicable criteria (Article E2.2.1)
- g) the Chair and/or any member of the DRC may also submit a dissenting letter if he or she does not share the view of the DRC; this letter shall also form part of the file. The letter is to be copied to the candidate, and the candidate provided the opportunity of responding to the letter, which response will also form part of the file considered by the University Review Committee (URC);
- h) letters from the external assessors, when required or requested according to Article E2.5.3.3, in the case of promotion, to be sent by the Dean to the Chair of the DRC and added prior to the file being made available to members of the DRC or after they have voted on the issue of reasonable doubt requiring external assessment to resolve;

- i) a letter from the Dean, to be added after receipt of the file from the DRC.

E2.6.2 The Department Chair shall make the file available to all Faculty Members of the Department, and to the Faculty Members of the DRC, for a period of at least three (3) weeks. The DRC must complete its meetings on all tenure applications by **June 30** and promotion applications by **December 15**.

E2.7 Department Review Committee

E2.7.1 There shall be a Department Review Committee (DRC) constituted annually in each Department in which there is an application or applications for tenure or promotion.

E2.7.2 It shall be the responsibility of the DRC to receive and review all applications for tenure or promotion and to make recommendations to the University Review Committee.

E2.7.3 Department Chairs, in consultation with the appropriate Dean, shall assure that a properly constituted DRC is assembled. The DRC shall have a membership of at least five (5), and be composed of:

- a) the Department Chair, who shall act as Chair of the DRC except in those Faculties or Schools with no Chairs, in which case the DRC will elect its own Chair;
- b) all eligible Faculty Members who choose to serve from the Department, subject to the terms in Article E2.7.3 e) below, one (1) of whom shall be secretary to the DRC;
- c) one (1) tenured Faculty Member from a cognate Department, as defined in Article E2.7.3 f) below;
- d) if necessary, a sufficient additional number shall be selected from among eligible Faculty Members of other cognate Department(s) to make a total of five (5) or to ensure an odd number on the DRC;
- e) eligible Faculty Members are those who have been full-time or part-time, probationary or tenured, professors for a minimum of one (1) full year, and are not applying for reappointment, tenure or promotion during the year of the DRC membership, and do not otherwise have a conflict of interest. Members of the University Review Committee (URC) are eligible to sit on the DRC, but may not sit on URC subcommittees considering applications they have already seen on the DRC;
- f) a cognate Department or Departments shall be chosen by the Department in consultation with the Dean. Faculty Members of the cognate Department(s) shall be appointed to the DRC by a meeting of the eligible Faculty Members of the cognate Department(s).

E2.7.4 When the Department Chair is applying for tenure or promotion, then, during the year of application, the Chair's duties on the DRC shall be performed by an alternate eligible Faculty Member of the Department, elected by the full-time and part-time eligible Faculty Members of the Department. The replacement shall be for the entire calendar year in which the Chair is applying.

E2.8 Department Review Committee Procedures

E2.8.1 The DRC shall review all applications for tenure and promotion and make recommendations according to the following schedule:

- a) tenure - no later than **June 30**;
- b) promotion - no later than December 15;
- c) combined application tenure and promotion - no later than **June 30**.

E2.8.2 The DRC must adhere to the following:

- a) it must use no anonymous material;
- b) it must base its decision solely on its consideration of the contents of the candidate's file and the terms and conditions of the Agreement;
- c) at least seven (7) days before it meets to review the application, the DRC must make available to the candidate copies of letters from the external assessors, in the case of promotion, as specified in Article E-4;
- d) the DRC must hold a meeting to review each application. The candidate shall be invited to discuss the contents of the file, address any concerns the DRC may have in relation to the application, and provide confirmation and clarification with respect to the contents of the file. It is the candidate's choice to be present for this purpose; the presence or absence of the candidate shall not be interpreted in a negative fashion in any of the proceedings. If present, the candidate shall withdraw at the completion of these discussions and the committee shall consider its recommendation in camera.

E2.8.3 The DRC shall select a secretary who shall record minutes of each meeting, and keep a file of all documents consulted.

E2.8.4 In assessing scholarly endeavours for promotion, the DRC shall consider the external assessments as provided for in Article E2.5.3.3. Where the assessments differ, the DRC shall identify such differences in its reports and shall give reasons for the way in which their decisions were made in light of the differences. Where the DRC makes a decision on scholarly endeavours that differs from the external assessments, it shall give reasons for so doing in its report or letter.

- E2.8.5 In arriving at its recommendation, the DRC may consider no material in addition to that contained in the file under consideration.
- E2.8.6 After proper deliberation and due consideration of the candidate's application, the DRC shall decide by simple majority whether or not to recommend the application. No abstaining votes shall be allowed by any Member of the DRC.
- E2.8.7 The secretary of the DRC shall write a letter of recommendation to the Chair of the University Review Committee (URC), with a copy to the candidate, recording the recommendation of the committee, the vote, and summarizing the views expressed by members of the DRC.
- E2.8.8 The Chair of the DRC shall send the file (including the letter of recommendation) to the Dean. In the case of a negative recommendation, the Chair of the DRC shall send a copy of minutes of the DRC meeting(s) to both the candidate and the Dean.
- E2.9 Dean of the Faculty
- E2.9.1 After the DRC's procedures are concluded and the file is reviewed by the Dean, the Dean of the Faculty of the candidate shall provide a letter that shall be included in the appropriate file under consideration and copied at the same time to the candidate.
- E2.9.2 The letter from the Dean shall concern itself with the candidate's fulfillment of the criteria for tenure or for the rank for which application is being made and shall include a recommendation.
- E2.9.3 The Dean shall write his or her letter based on his or her consideration of the whole contents of the candidate's file including his or her knowledge of and interaction with the candidate insofar as they are relevant to the responsibilities and criteria as provided for in this Agreement.
- E2.9.4 The Dean shall include his or her letter in the candidate's file, and shall forward the completed file, including external letters of reference, to the Chair of the University Review Committee. For tenure applications, this shall be before **August 15**. For promotion applications, this shall be before January 15.

E2.10 University Review Committee (URC)

E2.10.1 Membership of the University Review Committee

- a) There shall be a University-wide tenure, permanency and promotion committee, called the University Review Committee, hereinafter in this Agreement referred to as the URC, composed as follows:
 - i) the **Vice President Academic**;
 - ii) the six (6) Deans and the University Librarian;
 - iii) twelve (12) tenured Faculty Members (three (3) from Arts, three (3) from Sciences, three (3) from the Atlantic Veterinary College, and one (1) from each of the Schools of Business, and Nursing, and the Faculty of Education);
 - iv) two (2) permanent Librarians.
- b) A Faculty Member's application for tenure and/or promotion shall be considered by a sub-committee of the University-wide URC, hereinafter called the URC sub-committee, and constituted as follows:
 - i) the **Vice President Academic**;
 - ii) one (1) Dean from outside the Faculty of which the candidate is a member, assigned to the file by the **Vice President Academic** according to a rotation but with regard to a reasonably balanced workload among Deans;
 - iii) four (4) Members of the URC listed under E2.10.1a) iii) and iv). Two of these Members shall be from the candidate's Faculty, or in the case of candidates from Business, Nursing, and Education, from Business, Nursing and Education, or cognate disciplines in relation to the candidate's discipline when such Members are not available. The other two of these Members shall be chosen as follows: one (1) from each of two (2) other Faculties, Schools or the Library. The Members of the Faculties, Schools or the Library shall be chosen by the larger URC according to a rotation but with regard to a reasonably balanced workload among Members of the URC.
- c) A Librarian's application for permanency or promotion shall be considered by a sub-committee of the University-wide URC, hereinafter called the URC sub-committee, and constituted as follows:
 - i) the **Vice President Academic** ;
 - ii) two (2) permanent librarians;
 - iii) two (2) tenured Faculty members, each from a different Faculty or School;
 - iv) one (1) Dean assigned to the file by the **Vice President Academic** according to a rotation but with regard to a reasonably balanced workload among Deans.

- d) The **Vice President Academic** shall be the non-voting Chair of the URC and of all the URC sub-committees. However, if there is no **Vice President Academic**, the President shall appoint a Dean to be an interim chair of the URC, and, in cases where a candidate from that Dean's Faculty is being considered by a URC sub-committee, another Dean shall be chosen to Chair that URC sub-committee.
- e) Except for members of the URC who hold their positions *ex officio*, Faculty Members shall be nominated and elected to the URC by Faculty Members, and Librarians shall be nominated and elected to the URC by Librarians.
- f) Elections shall be conducted at least once per calendar year by the Senate subject to the following requirements:
 - i) the nomination and election of members to the URC shall be supervised by the Chair of the Senate Nominating Committee, assisted by the Registrar and a designate appointed by the President of the Association. Elections shall be by secret ballot, either conducted through University mail or electronically;
 - ii) voting shall be conducted separately for each Faculty and each Faculty may vote for and elect only the URC members for that Faculty. Voting shall be conducted for the Library, and the Librarians may vote for and elect only the URC members for the Library;
 - iii) elections to the URC shall be completed by March 31 in any given year or as soon thereafter as is practicable with newly elected Members of the URC beginning their terms on May 1;
 - iv) each tenured or probationary Faculty Member shall be permitted to cast, on each ballot, one (1) vote for each Faculty Member position being elected from his or her Faculty, but not more than one (1) vote for any candidate. Each permanent or probationary Librarian shall be permitted to cast, on each ballot, one (1) vote for each Librarian position being elected, but not more than one (1) vote for any candidate;
 - v) to be elected, a candidate must receive a vote from a majority of the Faculty Members from his or her Faculty who cast votes on that ballot. To be elected, a Librarian must receive a vote from the majority of the Librarians who cast votes on that ballot. An election shall be held even though the number of candidates does not exceed the number of positions to be filled;
 - vi) where a given ballot fails to fill all available positions, the candidate or candidates with the least number of votes, and all candidates elected on that ballot, shall be removed from the list of candidates and another ballot, or another election if necessary, shall be held. Where the election process, after two (2) attempts, has failed to fill the available position, the Chair of the URC shall appoint a tenured or permanent Member, who was not a candidate in either of the two failed elections;

- vii) URC Faculty Members and Librarians shall be elected for terms of **three (3)** academic years each (initially staggered). When a Faculty Member or Librarian does not complete his or her term on the URC and the URC deems it necessary in the circumstances that she or he be replaced, a Faculty Member or Librarian, as appropriate, shall be elected to serve the remainder of the term. The election shall be conducted in the same manner, and where feasible, at the same time as the election of other Faculty Members or Librarians. Where the election process, after two (2) attempts, has failed to fill the available position, the Chair of the URC shall appoint a tenured or permanent Member, who was not a candidate in either of the two failed elections;
- viii) in any election, candidates shall be assigned to available positions in the order of their election; a position as a full term Faculty Member will always be assigned before a position as a replacement with a shorter term;
- ix) on any ballot, a candidate (receiving a majority vote) shall be deemed to have been elected before any other candidate receiving a majority vote but who had fewer votes on that ballot. In the event that two (2) or more candidates are elected on a particular ballot and have the same number of votes on that ballot so that it is impossible to determine the positions which these candidates are to serve, then the membership shall be decided by lot.

E2.10.2 Limitations

- a) When any Faculty Member on the URC is considered for promotion or tenure, or is in a conflict of interest situation, she or he shall withdraw for that year and shall be replaced on the URC by a suitable alternate, elected using the procedures outlined above.
- b) When an ex-officio member on the URC is considered for promotion or tenure, or is in a conflict of interest situation, she or he shall withdraw for that year and will be replaced on the URC by the President naming to the URC an appropriate administrator with an academic appointment.

E2.10.3 All meetings and all decisions of a URC sub-committee shall be taken with at least four (4) voting members of the sub-committee present. In the case of a tie vote, the Chair may vote to break the tie.

- E2.10.4 If any member on a URC sub-committee is not able to attend meetings on a regular basis, the remaining members of the URC sub-committee shall meet to discuss the matter of his or her absence. If at that meeting the URC sub-committee is of the opinion that a Faculty Member or Librarian who cannot attend on a regular basis must be replaced in order for the URC sub-committee to complete its work in a timely manner, the URC may replace that Faculty Member or Librarian on the sub-committee with another Faculty Member of the URC. In the case of a Dean, University Librarian, or Vice-President not attending, the **Vice President Academic** or the President shall appoint an appropriate substitute.
- E2.10.5 The URC sub-committee shall decide pursuant to this Article, whether or not a Faculty Member or Librarian is to be recommended for tenure, permanency or promotion by simple majority vote. For promotion, the initial vote shall normally take place prior to March 1. For tenure or permanency, the initial vote shall normally take place prior to October 15. The above noted time lines may be extended but must accommodate allowances provided for in Article E2.10.6.
- E2.10.6 If, after the initial vote, the URC sub-committee proposes to recommend against promotion and/or tenure or permanency, or to recommend that a probationary appointment be extended, it shall notify the candidate that it intends to so recommend, and shall provide upon request a written statement of the reasons for the proposed recommendation. The candidate then has the right to meet with the URC sub-committee to discuss these reasons before the final recommendation is formally made. The candidate shall be given at least five (5) working days to decide whether to appear before the committee. A Member of the Association, **who is not a member of the URC**, may accompany the candidate at the request of the candidate. Following the appearance, the URC sub-committee shall make its recommendation known to the URC Chair. If no intention to appear is declared within five (5) working days of notification of the above recommendation, the URC sub-committee shall make its recommendation known to the URC Chair, with the sub-committee's assessment.
- E2.10.7 For promotion, the final vote of the URC sub-committee shall take place prior to March 31. For tenure or permanency, the final vote shall take place prior to November 10.
- E2.10.8 A positive recommendation will be passed directly to the URC Chair, including the URC sub-committee's assessment.
- E2.10.9 The URC shall not forward the recommendations until it has reviewed all recommendations within a given year, to ensure consistency. If it finds inconsistency, the URC may refer the file back to the URC sub-committee. The subsequent recommendation of the URC sub-committee will then stand.

E2.10.10 Prior to April 15 for promotion or November 15 for tenure or permanency, the URC shall report the recommendations to the President in a letter, a copy of which shall be sent to the candidate, the full membership of the appropriate DRC or LRC through its Chair, and to the Department Chair, where applicable. The letter shall include the URC sub-committee's assessment of the candidate.

E2.11 University President and Board of Governors

E2.11.1 In each case the President will make a recommendation in writing to the Board, a copy going to the candidate. Normally, the recommendation must either be granted or denied. For promotion, the recommendation shall be forwarded prior to the May meeting of the Board. For tenure or permanency, the recommendation shall be forwarded prior to the December meeting of the Board.

E2.11.2 The President will notify the candidate in writing of the Board's decision. If the decision is negative, the President shall provide a written summary of the considerations which led to the decision.

E2.12 Denial of Tenure, Permanency or Promotion

E2.12.1 In the event that the Board decides negatively, the candidate for tenure or permanency will have the right to have the matter referred to a single arbitrator within ten (10) days of receiving the decision of the Board.

E2.12.2 If tenure or permanency is denied by the Board the candidate will be given a one (1) year contract before being required to leave the employ of the University. Once given such an appointment, the Faculty Member or Librarian shall be considered as all other Faculty Members or Librarians holding a limited-term appointment until the expiry of the term.

E2.12.3 If an application for promotion is not approved in a given year, the candidate may, without prejudice, apply again the following year.

E2.13 Disposal of Material

E2.13.1 After all processes with respect to tenure or promotion have been concluded, documents and other support material submitted by the candidate will be returned to the candidate. Other documents and correspondence addressed to or received by the URC shall be sealed and retained in the Official Employee File for a period of six (6) years at which time the material will be destroyed.

E-3 TEACHING DOSSIER

E 3.1.1 A Teaching Dossier provides a record of a Faculty Member's teaching accomplishments, strengths and activities. It contains documents, statements, and materials that demonstrate the scope and quality of a Faculty Member's teaching performance. Although student opinions provide important information about teaching performance, it is understood that such opinions do not in themselves constitute the sole basis of a teaching dossier.

E 3.1.2 Contents of a Teaching Dossier

A Teaching Dossier shall contain those items listed under a) and a Faculty Member may include (but is not limited to) items such as those listed under b):

a) Items that must be included:

For applications for tenure and promotion, the Teaching Dossier shall provide a record of teaching with accompanying documents for a minimum of three (3) years (except as allowed by Article E1.2.1) and normally not more than seven (7) years preceding the date of application. For an applicant with fewer than three (3) years teaching at the University, the record shall be for the Member's period of employment:

- i) list of courses taught or parts of courses taught as a member of a team, including the course number and title, credit value, and enrolment;
- ii) the outline for each course listed above;
- iii) list of individual student projects supervised or mentored, if any (e.g. honours theses or similar individually-supervised projects, master's or doctoral theses, interns and residents), whether completed or in progress, and the nature of the Faculty Member's involvement (principal advisor, second reader, external examiner, etc.) at the University or elsewhere;
- iv) copies of the statistical summaries of student opinion of teaching surveys specified in Article E1.3.1 and any comments the Faculty Member may wish to make regarding these survey(s);
- v) where applicable, a summary of special efforts made to accommodate students with disabilities.

- b) Items that may be included:
- i) reports from internal or external reviewers who have, at the Faculty Member's invitation, observed the Faculty Member's teaching;
 - ii) in addition to the course outlines provided above, information about the programs of study of students enrolled in the courses, and copies or summaries of course-related materials prepared by the Faculty Member, such as; course notes, laboratory exercises, assignments, reading lists, and final examinations;
 - iii) course evaluations conducted by the Faculty Member under Article E1.3.3 of the Agreement; any comments the Faculty Member may wish to make about these evaluations;
 - iv) information from students, including signed letters and testimonials; assessments by graduates of the quality of instruction in light of subsequent professional or graduate school experience;
 - v) a statement of the Faculty Member's pedagogical goals and objectives;
 - vi) a statement of the Faculty Member's involvement in professional development in the pedagogical area. Here one might describe steps taken to improve one's own, or one's colleagues' teaching, such as participating in seminars, work-shops, or professional meetings concerned with the improvement of teaching; publishing articles, commentaries or reviews related to teaching; receiving instructional development grants; attempting instructional innovations and evaluating their effectiveness; evidence of special assistance given to colleagues in the area of improvement of teaching, or activities connected with the training and orientation of teaching assistants;
 - vii) a statement on the Faculty Member's activities in authoring or reviewing textbooks and other instructional materials;
 - viii) description of duties connected with the coordination of multi-sectioned, sequenced, or otherwise inter-related courses, and with the direction and coordination of programs of studies including the academic counselling of students;
 - ix) evidence of contribution to course, program, or general curriculum development. Here one might list membership on committees concerned with teaching or curriculum matters, and describe one's involvement in the design of new courses, development of new programs, etc.;
 - x) information on the Faculty Member's contribution to the academic and cultural life of students in addition to activities normally associated with course instruction or research supervision (e.g., assistance with student clubs, with special events, with student conferences and exchanges, or with off-campus trips, etc.);

- xi) evidence of outstanding achievement by one's students, in which the instructor played an important supporting role (for example, bibliographical information pertaining to publications by students on course-related work);
- xii) description of honours received as a result of teaching excellence (e.g. the awarding of or nomination for distinguished teaching awards at the university, provincial, or national level, invitations to teach for outside agencies or to act as advisor for development of educational programs);
- xiii) description of activities concerned with high school liaison;
- xiv) other material that the Faculty Member deems relevant.

E-4 EXTERNAL LETTERS OF REFERENCE

- E4.1.1 a) Where a candidate is being considered for promotion to the rank of **Associate Professor**, Professor or Librarian IV, the Dean/University Librarian will invite the candidate to propose a list of no fewer than three (3), but no more than five (5) potential references external to the University. The candidate shall also provide a list of those portions of the file that the candidate deems necessary to be supplied to the assessors.
- b) **The list of potential references shall be submitted to the Dean/University Librarian 30 days prior to the due date of the file.**
- c) **Candidates should avoid perceptions of bias in proposing potential referees.** If the Dean/University Librarian is unable to agree with the candidate on at least three (3) of the references, he or she will ask the candidate to propose other references until both parties agree as to the composition of the list of possible references.
- d) **The Dean/University Librarian shall solicit assessments from at least three (3) of the references identified in Article E4.1.1 a) and b).**
- e) **The Chair of the DRC/LRC shall include a copy of those references that are received in the Member's file for consideration.**
- E4.1.2 a) The assessor shall be informed, in advance and in writing, that the authorship and content of his or her assessment shall be made known to the candidate. Once assessors have agreed to serve and have been sent the necessary material, the University shall not initiate any further communication with the assessors without the express written permission of the Member.

- b) The material to be sent to the assessor by the **Dean/University Librarian** shall consist of a copy of those portions of the file that are deemed necessary by the Chair of the DRC/LRC for the assessor to assess the candidate's qualifications for promotion. In addition, the materials shall include all portions of the file deemed necessary by the candidate as per Article E4.1.1 a). The assessor shall also be sent a copy of the appropriate articles of this Collective Agreement, listing the qualifications for promotion. **The Dean/University Librarian shall provide clear instructions to external referees to consider:**
 - i) all of the appropriate criteria for the rank of Associate Professor, in accordance with Article E2.3.2.3.
 - ii) areas for which assessment is required for the rank of Professor, in accordance with Article E2.3.2.4.
 - iii) areas for which assessment is required for the rank of Librarian IV, in accordance with Article E7.7.4.
- c) The list of all materials sent to the assessor shall be provided to the candidate.

- E4.1.3 If the assessor requires further information and so communicates to the University, the University shall reply, with the agreement of the candidate, in a strictly neutral manner and confirm the information given in writing with a copy to the candidate.
- E4.1.4 If the assessments have not been received ten (10) days prior to the agreed deadline, the Dean/University Librarian shall write to the assessor with a copy to the candidate.
- E4.1.5 If the assessment has not been received by the deadline, the Dean/University Librarian shall write to the assessor with a copy to the candidate.
- E4.1.6 A copy of all letters of reference or assessments shall be given to the Member concerned upon receipt. Original letters shall be placed in the Official Employee File and a copy placed in the promotion file for which it has been requested.
- E4.1.7 Letters of reference which remain in the Official Employee File cannot be considered for decisions for which they were not solicited without the Member's consent.

E-5 REVIEW OF LIBRARIANS

- E5.1 The University and the Association agree that the regular reviews provided for in Articles E-5 and E-6 are for formative purposes and shall only be used to promote the continued professional development of Librarians in the course of their individual careers.

- E5.2 The University Librarian shall receive reports from all permanent, probationary and term appointment Librarians in accordance with Articles E6.1 and E6.2. The review shall be based on the job performance of the Librarian, and also on the qualifications and criteria for promotion and permanent appointment as specified in Article E-7.
- E5.3 The result of a review shall not be used to assign Librarians quantitative rankings. Reviews shall not be used to rank Librarians against one another.
- E5.4 No anonymous material or unsolicited information shall be used to form the basis of any review or be included in the review of a Librarian.

E-6 POLICIES AND PROCEDURES FOR LIBRARIAN REVIEW

- E6.1 By May 31 each year, term and probationary Librarians shall provide to the University Librarian a current curriculum vitae and a concise written report of their activities as Librarians for the past year.
- E6.2 By May 31 every third (3rd) year, permanent Librarians shall provide to the University Librarian a current curriculum vitae and a concise written report of their activities as Librarians for the past three (3) years. However, the Librarian or the University Librarian may suggest that the review be held after one (1) or two (2) rather than three (3) years.
- E6.3 The report of activities shall include the Librarian's brief summary of:
- a) professional practice;
 - b) scholarly endeavours and/or professional development activity;
 - c) University, professional and community service; and,
 - d) any other information that the Librarian deems relevant.
- E6.4 The report may also include information on any special factors which are significantly limiting the Librarian's productivity such as personal circumstances or access to resources or facilities which would reasonably be required in order to carry out his or her responsibilities.
- E6.5 By June 30 of the year in which the report is received, the University Librarian shall meet individually with the Librarian to discuss the report and directions that might be taken by the Librarian and the Library for continued professional development.
- E6.6 The University Librarian shall provide to the Librarian, in writing, a summary of the discussion described in Article E6.5. The Librarian shall be provided an opportunity to respond verbally and in writing.
- E6.7 The University Librarian shall attend a workshop with other Chairs and Deans designed to assist them in performing reviews. These workshops shall be funded by the University and jointly organized by the University and the Association. There shall be an opportunity for a presentation by an Association supported designate. Such workshops shall be available annually, and the University is responsible for ensuring that all administrators performing Librarian reviews or Librarian reviews shall be trained as required by this Agreement.

- E6.8 Materials submitted for the review shall be returned to the Librarian. A copy of the report and the response(s), if provided, in accordance with Article E6.6 shall be inserted into the individual's Library File.
- E6.9 The **Vice President Academic** shall be responsible for ensuring that reviews have taken place in accordance with these policies and procedures.

E-7 PERMANENT APPOINTMENT AND PROMOTION OF LIBRARIANS

E7.1 Definitions

- a) Permanency means appointment without term, the right of a Librarian not to be dismissed except for just cause. Such appointments shall be subject to layoff or termination only in accordance with the terms of this Agreement.
- b) Promotion for Librarians means advancement from one rank to another in the Librarian classification structure.

E7.2 Criteria for Appointment/Promotion

In considering a Librarian for a permanent appointment or for promotion, the following criteria shall be used: academic qualifications; professional practice; scholarly and/or professional development activity; and University, professional and community service. The Librarian's professional practice record within the Library is of primary importance at all ranks. The following items shall be used fairly and equitably by all committees in assessing candidates.

E7.3 Academic Qualifications

The minimum qualifications for appointment to any rank are: an undergraduate degree plus a Master's degree in Library Science from an ALA accredited institution, or equivalent academic qualifications such as: the British F.L.A., the A.L.A., or B.L.S. granted in 1974 or earlier.

E7.4 Professional Practice

Professional practice is the implementation of professional practice responsibilities as more fully described in Article A9.3 above, includes but is not limited to: developing and implementing policies; consultation; delivering information services; research and instructional services; collection development and/or management; and management and development of information systems and resources. Evidence of implementation of professional practice may be provided by peer, administrator, faculty, library user and/or student evaluations, and includes continuing service and skill development.

E7.5 Scholarly Endeavours and/or Professional Development Activity

Librarians are expected to develop and maintain their professional competence and effectiveness. Scholarly endeavours and professional development activities play an important role in enhancing and maintaining competence and effectiveness, as well as contributing to the reputation of the University, the profession, and the individual.

Scholarly endeavours and/or professional development activities include, but are not limited to, the following:

- a) Scholarly Endeavours and Publication (including electronic publication):
 - i) books (full-length monographs);
 - ii) articles in refereed journals;
 - iii) chapters in books;
 - iv) translations;
 - v) non-refereed publications;
 - vi) editor of a professional journal;
 - vii) member of an editorial board for a professional journal;
 - viii) papers presented at national, provincial, or regional professional conferences and other forums;
 - ix) book reviews in professional journals;
 - x) book reviews in other journals;
 - xi) unpublished works such as substantial library guides, bibliographies, brochures, special indexes, planning documents, project reports, manuals, etc., that involve substantial, original intellectual or creative effort;
 - xii) research accepted for publication;
 - xiii) research submitted for publication;
 - xiv) research in progress.
- b) Professional contributions on an International, National, Regional, or Provincial Level:
 - i) election to an office in a professional association;
 - ii) nomination/candidacy for office in a professional association;
 - iii) chair of a committee in a professional association;

- iv) workshops, institutes, training sessions, lectures conducted for professional groups;
 - v) consultancy in a professional capacity;
 - vi) member of a professional association committee;
 - vii) planning conferences and conducting workshops;
 - viii) attendance at professional association conferences, workshops, or seminars;
 - ix) membership in professional associations;
 - x) other activities of a professional nature.
- c) Additional education:
- i) completion of relevant graduate degrees;
 - ii) courses completed towards a relevant graduate degree;
 - iii) courses taken in relevant non-degree or certificate programs;
 - iv) relevant continuing education courses.

E7.6 University, Professional and Community Service

Consistent with their principal duties, Librarians have the right and responsibility to participate in University governance through election or appointment to the governing bodies, committees, and councils, service to the Association, and in the work of outside academic and professional organizations related to their discipline and the wider community. Contributions to the community may include, but are not limited to, professional consultation, lectures or speeches, projects, etc., in the area of one's expertise. It is recognized that University service is sometimes dependent either on appointment or election and is not necessarily under the control of candidates for permanency.

E7.7 Specific Ranks

E7.7.1 Librarian I

This is the rank at which the professional career normally begins. To qualify for appointment to the rank of Librarian I, a candidate shall have the minimum qualifications as outlined in E7.3. Appointment to the rank of Librarian I will normally begin with a probationary period of four (4) years.

At the conclusion of the four (4) year probationary period the Librarian may apply for permanency, or the probationary period may be extended (but not beyond an additional two (2) years), or the appointment may be terminated.

Upon successful completion of the probationary period and successful application, promotion to the rank of Librarian II will be granted.

E7.7.2 Librarian II

To qualify for appointment or promotion to the rank of Librarian II, the candidate shall have the minimum qualifications as required for Librarian I; and shall normally have four (4) years' professional experience as a Librarian I or other pertinent experience. As a primary criterion for appointment or promotion to this rank, a candidate shall have a record of successful performance in professional practice and demonstrated potential in scholarly endeavours and/or professional development activities.

For the rank of Librarian II, the greatest weight shall be placed on academic qualifications and professional practice. (E7.3 and E7.4).

E7.7.3 Librarian III

To qualify for appointment or promotion to the rank of Librarian III, the candidate shall have the minimum qualifications as required for Librarian II; and shall normally have at least six (6) years' experience as Librarian II, academic qualifications in a relevant speciality. There should be clear evidence of continuing professional development and demonstrated ability to handle increased responsibilities.

For the rank of Librarian III, the greatest weight shall be placed on academic qualifications, professional practice, and scholarly endeavours and/or professional development activity.

E7.7.4 Librarian IV

To qualify for appointment or promotion to the rank of Librarian IV, the candidate shall have the minimum qualifications as required for a Librarian III; and shall normally have a minimum of six (6) years' experience as a Librarian III, or have pertinent qualifications such as a relevant post-graduate degree or equivalent in a pertinent subject field; and have made significant contributions to the Library, the University, or the Library community, e.g., demonstrated significant leadership.

The Librarian must submit evidence of continuing performance consistent with the rank of Librarian III in the following areas and evidence of clearly superior achievement in at least one (1) of the following areas: academic activities including scholarly endeavours; publication and teaching relevant to the Library; service to the Library, University service; or professional endeavours, including significant involvement in professional organizations.

E7.8 Permanent Appointment and Promotion in General

- E7.8.1 All appointments of Librarians shall be to one of the ranks given in Article E7.7. At the time of the appointment, it shall be determined whether the appointment is probationary (the length of the probation period to be specified), permanent, or with term (the length of the term to be specified). The University Librarian shall meet with all new probationary Librarians within two (2) months of the commencement of his or her appointment, to explain to him or her, the criteria and procedures of permanency consideration, and to determine when normal consideration for permanency should occur.
- E7.8.2 All Librarians appointed as probationary shall be eligible to apply for consideration for permanent appointment at the end of the specified probationary period. The University Librarian shall encourage Librarians to start collating all relevant documentation for their permanency file as provided for in this Agreement. In addition, the University Librarian shall, as part of the annual review, discuss the progress of the permanency file with the Librarian.
- E7.8.3 If permanent appointment is not granted at the end of the specified probationary period, the candidate shall be advised in writing whether the probationary period is to be extended and for how long, or whether employment with the University is to be terminated at the end of the probationary period.
- E7.8.4 All Librarians with a permanent appointment shall be eligible to apply for promotion through the ranks.
- E7.8.5 If the application for promotion is not approved in a given year, the candidate may, without prejudice, apply again the following year.
- E7.8.6 The procedures for promotion and/or permanent appointment shall be initiated by the Librarian giving notice of application in writing to the University Librarian.
- E7.8.7 Standard Permanency/Promotion File

The candidate shall prepare a standard file for permanency or promotion. Those items that must be included by the candidate are:

- a) the candidate's letter expressing his or her argument for consideration of permanency or promotion at this time;
- b) The candidate's curriculum vitae;

- c) Other summarized information pertinent to criteria in E7.3 (academic qualifications), E7.4 (professional practice), E7.5 (scholarly endeavours and/or professional development activity), and E7.6 (University, professional and community service).

The file may also include:

- d) other evidence which the candidate may consider relevant to the case such as material provided by peers, administrator, faculty, students and/or colleagues.

E7.8.8 Items that shall be included later are:

- a) signed letters of evaluation from Librarians (with the exception of any such Librarians serving on the LRC), if they desire to write a letter, along with the reasons for their evaluations. The letters should focus on relevant matters as determined by the criteria in this Agreement. The candidate shall be able to review these letters and given sufficient time to ask for the removal of unreasonable letters or to respond to any submitted letters before the file is forwarded to the **Vice President Academic**;
- b) letters from the external assessors, when required or requested according to Article E7.8.10 in the case of promotion, to be sent by the University Librarian to the Chair of the LRC and added prior to the file being made available to members of the LRC, or after they have voted on the issue of reasonable doubt requiring external assessment to resolve;
- c) a letter from the LRC shall be added by the Secretary of the LRC, after the hearing of the LRC, specifying:
 - i) the recommendation and recorded vote on whether permanency/promotion should be granted;
 - ii) a summary of the opinion of the LRC on the candidate's fulfillment of each of the applicable criteria (Article E7.2 through E7.6).
- d) any signed letters from members of the Librarian Review Committee who dissent from the majority view of the LRC. Such letters are to be copied to the candidate, and the candidate provided the opportunity of responding to any of these letters, which response(s) shall also form part of the file.

E7.8.9 Upon receipt of the candidate's file, the Chair of the Librarian Review Committee will make the file available to the Librarians and members of the Librarian Review Committee for a period of at least three (3) weeks. The LRC must complete its meetings on all permanency applications by May 30 and promotion applications by December 15.

E7.8.10 External Referees

- a) External referees shall not be used for promotion to Librarian II.
- b) External referees shall only be used when there is reasonable doubt concerning the candidate's case for promotion to Librarian III. They may be requested by either the Librarian herself or himself, or by the LRC through simple majority vote on this particular issue.
- c) External referees shall be used for promotion to the rank of Librarian IV.
- d) The external letters of assessment shall be gathered in accordance with Article E-4 of this Agreement.
- e) At least seven (7) days before it meets to review the application, the LRC shall make available to the candidate copies of letters from the external assessors in the case of promotion.

E7.8.11 This documentation shall be the sole material used as a basis for decisions regarding permanency, promotion, or reappointment.

E7.8.12 Deferral of Permanency Consideration

E7.8.12.1 Notwithstanding the regular time for consideration of permanency, the Parties recognize that there may be cases where the probability for success would be significantly enhanced by a one (1) year delay.

E7.8.12.2 Before procedures for considering permanency in a given case have commenced, a Librarian may request in writing to the University Librarian with copies to the Chair of the URC, and the President, that his or her consideration of permanency be deferred despite the fact that he or she has reached the stage defined in Article E7.7.1. Alternatively, the University Librarian may recommend deferral, which must be communicated confidentially by the University Librarian, in writing, to the candidate. The candidate may choose to refuse deferral.

E7.8.12.3 Deferrals may be granted or recommended only by the University Librarian and normally for a single one (1) year period. In exceptional cases, this period may be extended for a maximum of one (1) additional year. The decisions regarding deferral must be made prior to August 1 in the year in which the candidate's permanency consideration is to come before the University Review Committee.

E7.9 Librarian Review Committee (LRC)

E 7.9.1 There shall be a Librarian Review Committee (LRC) constituted annually in the Library when there is an application for permanency or promotion.

E 7.9.2 It shall be the responsibility of the LRC to receive and review all applications for permanency or promotion and to make recommendations to the University Review Committee.

E 7.9.3 Unless a Library Review Committee has already been constituted that calendar year under Article E7.9.1, the University Librarian shall assure that a properly constituted LRC is assembled. The LRC shall have a membership of at least five (5), and be composed of:

- a) all eligible Librarians who choose to serve from the Library subject to the terms in Article E 7.9.3 (d) below, one of whom shall be elected Chair, and one of whom shall be secretary to the committee;
- b) one tenured Faculty Member who has served as a Library faculty contact within the previous four years;
- c) if necessary, a sufficient additional number shall be elected by Senate from among Faculty Members to make a total of at least five (5) or to ensure an odd number on the LRC;
- d) eligible Librarians are those who have been full-time or part-time probationary or permanent Librarians for a minimum of one (1) full year, and are not applying for reappointment, permanency or promotion during the year of the LRC membership, and do not otherwise have a conflict of interest. Members of the University Review Committee (URC) are eligible to sit on the LRC, but may not sit on the URC sub-committees considering applications they have already seen on the LRC.

E7.10 Librarian Review Committee Procedures

E7.10.1 The LRC shall review all applications for permanency and promotion and make recommendations to the URC according to the following schedule:

- a) permanency: no later than **June 30**;
- b) promotion: no later than December 15.

E7.10.2 The LRC must adhere to the following:

- a) it must use no anonymous material;
- b) it must base its decision solely on its consideration of the contents of the candidate's file and the terms and conditions of the Agreement;
- c) at least seven days (7) before it meets to review the application, the committee must make available to the candidate copies of letters from the external assessors, in the case of promotion, as specified in Article E-4;
- d) the LRC must hold a meeting to review each application. The candidate shall be invited to discuss the contents of the file, address any concerns the LRC may have in relation to the application, and provide confirmation and clarification with respect to contents of the file. It is the candidate's choice to be present for this purpose; the presence or absence of the candidate shall not be interpreted in a negative fashion in any of the proceedings. If present, the candidate shall withdraw at the completion of these discussions and the committee shall consider its recommendation in camera.

E7.10.3 The LRC shall select a secretary who shall record minutes of each meeting, and keep a file of all documents consulted.

E7.10.4 In assessing scholarly endeavours for promotion, the LRC shall consider external assessments as provided for in Article E7.8.10. Where the assessments differ, the LRC shall identify such differences in its reports and shall give reasons for the way in which its decisions were made in light of the differences. Where the LRC makes a decision on scholarly endeavours that differs from the external assessments, it shall give reasons for so doing in its report or letter.

E7.10.5 In arriving at its recommendation, the LRC may consider no material in addition to that contained in the file under consideration.

E7.10.6 After proper deliberation and due consideration of the candidate's application, the LRC shall decide by simple majority whether or not to recommend the application. No abstaining votes shall be allowed by any member of the LRC.

E7.10.7 The secretary of the LRC shall write a letter of recommendation to the Chair of the University Review Committee (URC), with a copy to the candidate, recording the recommendation of the committee, the vote, and summarizing the views expressed by members of the LRC.

E7.10.8 The Chair of the LRC shall send the file (including the letter of recommendation) to the University Librarian. In the case of a negative recommendation, the Chair of the LRC shall send a copy of minutes of the LRC meeting(s) to both the candidate and the University Librarian.

E7.11 University Librarian

E7.11.1 After the LRC's procedures are concluded and the file is reviewed by the University Librarian, the University Librarian shall provide a letter that shall be included in the appropriate file under consideration and copied at the same time to the candidate.

E7.11.2 The letter from the University Librarian shall concern itself with the candidate's fulfillment of the criteria for permanency or for the rank for which application is being made and shall include a recommendation.

E7.11.3 The University Librarian shall write his or her letter based on his or her consideration of the whole contents of the candidate's file, including his or her knowledge of and interaction with the candidate insofar as they are relevant to the responsibilities and criteria as provided for in this Agreement.

E7.11.4 The University Librarian shall include the letter in the candidate's file, and shall forward the completed file, including external letters of reference where applicable, to the Chair of the University Review Committee. For permanency applications, this shall be before **August 15**. For promotion applications, this shall be before January 15.

E7.12 Disposal of Materials

After all processes with respect to permanency or promotion have been concluded, documents and other support material submitted by the candidate shall be returned to the candidate. Other documents and correspondence addressed to or received by the URC shall be sealed and be retained in the Official Employee File for a period of six (6) years at which time the material shall be destroyed. Letters of reference which remain in the Official Employee File cannot be considered for decisions for which they were not solicited.

SECTION F

F-1 FINANCIAL EXIGENCY

- F1.1 The term financial exigency denotes a condition in which the continued existence of the University is placed in serious jeopardy because a substantial deficit occurred or is inevitable and projections show substantial and continuing financial deficits, using generally accepted accounting principles. Any declaration of financial exigency shall require consultation between the Association and the Employer, and shall also require the advice and consent of Senate, to the extent provided for in the *University Act*.
- F1.2 The Parties agree that the first duty of the University is to ensure that academic priorities remain paramount, particularly with regard to teaching, research, professional service and the safeguarding of academic freedom.
- F1.3 The Parties agree that layoff of Members shall only occur in accordance with the requirements of this Article. Layoff of Members shall occur, if and only if, efforts to alleviate the financial crisis by economies in all other segments of the budget have been undertaken and after all reasonable means of improving the University's revenues have been exhausted.
- F1.4 The Board, believing that a financial exigency is imminent, shall:
- a) inform Senate and the Association, in writing, of this belief, enclosing a summary of the financial reasons upon which it is based;
 - b) impose a halt to the hiring of new employees, except those who are required to perform those functions essential to the safe operation of the University;
 - c) establish a Financial Exigency Commission within ten (10) days after the date of the notification specified in a) above.
- F1.5 Financial Exigency Commission
- a) The Financial Exigency Commission shall be a committee of the Board as provided for in section 14 (1)(k) of the *University Act*.
 - b) The Financial Exigency Commission (the Commission) shall consist of two (2) persons appointed by the Board and two (2) persons appointed by the Association. None of the members appointed by the Board or the Association shall be officials directly employed by the government of Prince Edward Island.

- c) The Board appointees and the Association appointees shall within five (5) days unanimously agree on a fifth person as the Chair for the Commission. In the event that the appointees cannot agree on a Chair, the Chief Justice of the Supreme Court of Prince Edward Island shall appoint a Chair for the Commission who shall also not be an official directly employed by the government of Prince Edward Island.
- d) The Commission shall meet within ten (10) days of being established.
- e) The Commission shall establish its own procedures, within the time frames specified.
- f) The Board shall bear the costs of the Commission.

F1.6 In a timely fashion, the Board shall disclose all financial and other information deemed relevant by the Financial Exigency Commission. Delay in providing information shall lead to an equivalent extension in the Commission's time to consider before reporting. The Commission may consult with any person or group of persons from inside or outside the University, and must consult collectively with any Librarians, Faculty Members, or Academic Department affected by its report or plan prior to submission to the Board.

F1.7 The tasks of the Financial Exigency Commission shall be to:

- a) examine all matters relating to the University's financial condition;
- b) evaluate the potential impact of the financial crisis on the operations of the University, including:
 - i) whether all reasonable means of achieving cost saving in non-academic areas of the University budget have been explored and exhausted;
 - ii) whether all reasonable means of improving the University's revenue position have been explored and exhausted;
 - iii) whether every effort has been made to secure further assistance from the provincial government.
- c) deliver, within twenty (20) days of its first meeting, a preliminary report to the Board with its observations, including short and long term recommendations, with a copy at the same time to the Senate and to the Association;
- d) request Senate to study the potential impact of the Commission's preliminary report on academic programmes of the University, and present a written response to the Financial Exigency Commission within twenty (20) days of the request;

- e) within twenty (20) days of receipt of the responses of the Senate and the Association, prepare a final report, analysing the extent and the nature of the potential impact on the academic programmes of the University, and making such detailed recommendations as the Commission deems necessary to deal with the financial exigency, including a draft plan of action and recommendations on the number of any lay-offs which may be essential. The Financial Exigency Commission shall include in its report the reasons for its recommendations, and any supporting documents which are appropriate. The report shall be submitted to the Board with a copy at the same time to the Senate and the Association.

F1.8 Upon receipt of the final report of the Financial Exigency Commission, the Board shall allow ten (10) days for written comment on the report by Senate and by the Association.

F1.9 Within a further fifteen (15) days, if the Commission has confirmed that a financial exigency exists, the Board shall so declare and shall proceed to prepare a final detailed plan of action based on the final report of the Financial Exigency Commission, and any additional commentary provided by the Senate and the Association.

F1.10 If the plan of action includes layoffs of Members, the Board shall request that the Senate prepare a list of those academic units subject to program redundancy or reorganization and provide its statutory consent. The Senate shall reply to this request within twenty (20) days with the reasons for its determinations.

F1.11 Pursuant to the Commission's statement of proposed cost saving measures, should the financial exigency be of such gravity that action would include the laying-off of Members, then the Board may reduce the budgetary allocation for salaries and benefits of Members, subject to the limitations set out in this Article, and, in any event, such reduction shall not exceed the amount of reduction recommended by the Commission.

F1.12 Layoffs
If it appears to the Commission that lay-offs are required, the principles to be followed are as follows:

- a) as needed, the general procedure and order for reducing the academic staff complement shall be as follows:
 - i) term appointment Members, including Sessionals and Clinical Nursing Instructors;
 - ii) probationary Members;
 - iii) tenured or permanent Members, only if necessary.
- b) layoff of members by seniority cannot have the effect of *de facto* terminating the existence of departments or programs, unless that termination is in accordance with a recommendation of the Commission approved by Senate;

- c) in the first round of layoffs, all term appointments would be laid off in order of seniority. In the second round, all probationary appointments would be laid off in order of seniority except those whose termination would result in the termination of a department whose closing had not been approved by Senate as part of the plan. In the third round, tenured or permanent appointments would be laid off in order of seniority;
- d) in each of the above three (3) categories, the layoffs shall be by reverse order of seniority calculated by accumulated months of full time service. The Association shall be provided with seniority lists within each of the categories at least one (1) month prior to the confirmation of any financial exigency as per F1.9.

F1.13 After selection of the Members who are to be laid off, but prior to the implementation of such layoffs, the University shall make every reasonable effort to secure positions elsewhere in the University, including vacant administrative positions, for those individuals who are to be laid off. Individuals who accept such alternative employment in a non-academic position, shall also accept the existing terms and conditions of that position and shall continue to participate in the pension plan. Individuals who accept such alternative employment shall be given the opportunity to retrain for their new duties, and the University shall pay any related fees and applicable salaries while they retrain. Pre-existing employment rights, including credit for sabbaticals, salaries and pensions shall be frozen at the time of layoff and will be re-instated after a Member accepts a subsequent academic appointment upon recall.

F1.14 Sessional Instructors ordinarily hired and scheduled to teach courses on a sessional basis may continue to be offered such sessional employment provided that:

- i) the course is offered as a sessional course; and
- ii) the Member has a right of recall under Article G1.6.2 to teach that course.

In the event that the Sessional Instructor is unable or unwilling to teach such course, the course may be offered to a Member laid-off under Article F1.12 on the basis of seniority, subject to the Member's being qualified to teach that course. Remuneration for such sessional teaching, shall not be deducted from any pay in lieu of notice. The Sessional Instructor's right of recall under Article G1.6.2 shall not otherwise be affected by this Article.

F1.15 During the period of lay-off, every laid-off Member subject to recall shall retain library and computer account privileges (including electronic mail) until alternative academic employment is secured, or their recall rights expire, whichever first occurs.

- F1.16 Every probationary, tenured or permanent Member of the bargaining unit who is laid off under the provisions of Article F1.12 shall have a right of recall for a period equal to one (1) year for each year of continuous full-time service up to a maximum of five (5) years. The recall status shall terminate only: a) at the conclusion of such period; or b) upon retirement to pension; or c) when the Member indicates, in writing, to the Employer that he or she no longer wishes to be considered for recall; or d) until the Member has been offered and has refused, a position in his or her Academic Department (or Faculty, where no Academic Department exists) equivalent to his or her former position..
- F1.17 No layoff under this Article shall be treated, described or recorded as a suspension or as dismissal for cause or other disciplinary measure.
- F1.18 Individuals who are recalled shall have up to one (1) month to accept in writing such recall offer, and normally up to six (6) further months to terminate alternative employment and take up the offered post. Requests for extensions of this time limit shall not be unreasonably denied.
- F1.19 Recalled Members returning to service in the University shall resume all rights and entitlements held at the time of layoff. The salary of the recalled Member for equivalent positions to those held prior to layoff, shall be the salary at the time of layoff adjusted by any applicable across-the-board or scale adjustments.
- F1.20 No new person shall be hired into the bargaining unit until all probationary Members on layoff who have the required qualifications and abilities have been offered a position, provided however that if a Member accepts a term appointment pursuant to this clause, she or he shall automatically resume layoff at the end of the term unless she or he receives a further appointment pursuant to the terms of the Agreement.
- F1.21 It shall be the responsibility of each person with recall status to keep the Employer and the Association informed of his or her current address for the duration of the recall period.
- F1.22 The Employer shall give to each full time tenured or permanent Member who is laid off:
- a) twelve (12) months' notice, or twelve (12) months' salary in lieu of notice, or a combination of notice and salary equivalent to twelve (12) months; and, in addition to this provision, compensation of:
 - b) one (1) month's salary for each year of continuous full-time service following the initial date of full-time appointment at the University, with a minimum of twelve (12) months' salary and a maximum of twenty-four (24) months' salary.

- F1.23 The Employer shall give to each full time probationary Member who is laid off:
- a) twelve (12) months' notice, or twelve (12) months' salary in lieu of notice, or a combination of notice and salary equivalent to twelve (12) months; and, in addition to this provision, compensation of:
 - b) one (1) month's salary for each year of continuous full-time service following the initial date of full-time appointment at the University, with a minimum of six (6) months' salary and a maximum of twelve (12) months' salary.
- F1.24 For term appointment Members, three (3) months' notice, or pay in lieu of notice or any combination thereof, or until the expiration date of the term appointment, whichever occurs sooner.
- F1.25 Time Frames
- a) For the purposes of this Article, the term "days" shall mean calendar days.
 - b) Any time limits under these procedures may be extended by agreement, in writing, of the Parties. Such agreement shall not be unreasonably denied.
 - c) In the event that the Financial Exigency Commission, the Senate, or the Association fails to submit its comments, as appropriate, within the time limits set out in these procedures, the Board may proceed without such comments.

F-2 GRIEVANCE AND ARBITRATION PROCEDURES

- F2.1 For the purpose of this Article "days" means days on which the Offices of the Administration of the University are open.
- F2.2 Where a dispute arises between the Association or a Member of the bargaining unit, and the Employer, every effort shall be made to settle the dispute in a prompt manner. A dispute is a complaint or grievance regarding the interpretation, application, administration, operation or alleged violation of this Agreement. Disputes shall be settled in accordance with the provisions of this article and the resolution of a dispute may commence under either Article F2.3 or Article F2.7 below.
- F2.3
- a) A complaint is a dispute that may be resolved without reference to the grievance procedure.
 - b) The Parties will use every effort to encourage informal settlement of complaints. Informal resolution may be achieved by the Grievance Officer discussing the complaint with the appropriate administrator.

F2.4 Grievances are limited to the following types:

- a) an individual grievance is a grievance initiated by the Association on behalf of a single Member;
- b) a group grievance is a grievance initiated by the Association on behalf of a group of Members;
- c) an Association grievance is a grievance initiated by the Association on behalf of the Association with respect to actions taken by the Employer and may involve a matter of general policy or general application of the Agreement;
- d) an Employer grievance is a grievance initiated by the Employer on behalf of the Employer with respect to actions taken by the Association and may involve a matter of general policy or general application of the Agreement.

F2.5 When a grievance arises, it shall be dealt with as follows:

- a) grievances shall be submitted in accordance with Article A-15;
- b) the Employer or Association, as appropriate, shall designate respectively a representative or delegate at each step of the grievance procedure;
- c) the Employer or Association, as appropriate, shall advise the other Party of the name and title of the designated representative or delegate at each step of the grievance procedure;
- d) the Association shall provide the Employer with the name of the Grievance Officer(s) authorized to deal with grievances on behalf of Members.

F2.6 Individual and group grievances shall be initiated at Step 1 of the procedures set out below. Association and Employer grievances shall be initiated at Step 2. All grievances shall be filed with the Employer or Association within twenty (20) days of the date of events giving rise to the grievance, or within twenty (20) days of the date when events giving rise to the grievance ought reasonably to have been known, whichever is later.

F2.7 All efforts shall be made to settle the grievance at each step including, but not limited to, meetings with all interested parties, provided always that no meetings shall be held between the designated representative or delegate and individual members of the Association unless a Grievance Officer or other representative of the Association is present.

F2.8 Grievance shall be resolved in accordance with the following procedures:

Step 1

Where the Association decides to proceed with a formal grievance, the Association shall file a formal written statement of the grievance. The statement of grievance shall be filed with the Employer within twenty (20) days of the date of events giving rise to the grievance, or within twenty (20) days of the date when events giving rise to the grievance ought reasonably to have been known, whichever is later. In the event that a grievable complaint is first dealt with under Article F2.3, the effective start date of the twenty (20) day period shall be the date on which the Administrator renders an informal decision.

The designated representative or delegate shall render a formal decision in writing within ten (10) days of receipt of the formal grievance.

Step 2 (for all grievances)

For grievances initiated at Step 2, the grieving Party shall file a formal written statement with the other Party within twenty (20) days of the date of events giving rise to the grievance. If the Association or the Employer initiate grievance at Step 2 or if the decision rendered by the designated representative or delegate for Step 1 is unsatisfactory to the Association, and the Association decides to continue with the grievance, the grievance shall be submitted to the designated representative or delegate for Step 2 within ten (10) days of the rendering of the decision in Step 1. The designated representative or delegate shall convene a meeting with the Parties within ten (10) days of receipt of the grievance.

The designated representative or delegate, shall render a decision within ten (10) days of the meeting of the Parties.

Step 3

If the decision rendered in an individual, group or Association grievance by the designated representative or delegate for Step 2 is unsatisfactory to the Association, and the Association decides to continue with the grievance, the grievance shall be submitted to Arbitration. Likewise, if the decision rendered in an Employer grievance by the designated representative or delegate for Step 2 is unsatisfactory to the Employer, and the Employer decides to continue with the grievance, the grievance shall be submitted to Arbitration. The grieving Party shall notify the other Party of its decision to proceed to arbitration no later than ten (10) days after the receipt of the decision under Step 2. Representatives of the Association and the Employer shall meet no later than ten (10) days after the notification, to determine whether or not the matter shall be submitted to a Board of Arbitration or a sole Arbitrator. If no agreement can be reached within a period of twenty (20) days after the notification, the matter shall be remitted to a Board of Arbitration.

F2.9 Where either Party fails to reply in writing within the time limits prescribed in this Article, the grievance may be submitted to the next step.

F2.10 No technical violation or irregularity occasioned by clerical, typographical or technical error shall prevent the substance of a grievance from being heard or judged on its own merits.

F2.11 Arbitration Procedure

Unless there is mutual agreement between the Association and the Employer, no matter may be submitted to arbitration which has not been carried through the grievance procedure as set out above.

F2.12 Time

If the grievor fails to proceed with the grievance within the time limits stipulated above, the grievance shall be conclusively deemed to have been finally abandoned.

APPOINTMENT OF ARBITRATORS

F2.13 Creation of Standing List of Arbitrators

- a) Within ten (10) days of the signing of this Agreement, the Parties shall meet for the purpose of establishing a list of arbitrators acceptable to both parties.

- b) In the event that there is no agreement in the establishment of a list of arbitrators within ten (10) days of the first meeting held for that purpose, the decision regarding the list shall be made by the Minister responsible for the *Labour Act* upon application of either Party.

- F2.14
- a) If either the Employer or the Association wishes to refer a matter to arbitration, it shall, within ten (10) days of the date on which the grievor received or should have received the disposition to the grievance, give to the other Party written notice of its intention to submit the matter to arbitration, at the same time naming its nominee to the Arbitration Board.
 - b) The Party receiving such notice shall within ten (10) days of the receipt of such notice advise the other Party of the name of its nominee to the Arbitration Board.
 - c) The two (2) nominees so selected shall within ten (10) days of the appointment of the latter choose a third person as Chair from a list of Arbitrators established by the Parties as provided for in Article F2.13.
 - d) In the event that the nominees are unable to agree on the selection of a Chair from the list of Arbitrators, the appointment shall be made by the Minister responsible for the *Labour Act* upon application by either nominee.

- F2.15 The Parties may agree to use a single arbitrator and the single arbitrator shall constitute the Arbitration Board. In such case, the process and time lines in Article F2.14 shall apply as appropriate.

F2.16 Duties and Powers of the Arbitration Board

- a) The Arbitration Board shall confine itself to the grievance submitted for arbitration and shall have no authority to determine any other issue or issues.
- b) The Arbitration Board shall not have any power to add to, amend, or modify any of the provisions of the Agreement nor to substitute any new provisions for any existing provisions nor to give any decision in conflict with the terms and provisions of the Agreement.

F2.17 The Decision

The decision of the majority shall be the decision of the Arbitration Board and shall be final and binding on the parties. When there is no majority decision or when there is a single arbitrator, the decision of the Chair or the single arbitrator shall be final and binding on both Parties.

F2.18 Costs

Each Party shall pay:

- a) the fees and expenses of its nominee; and
- b) one-half (½) of the fees and expenses of the Chair.

F2.19 Time Limits

The time limits specified in this Article may be extended through mutual agreement of both Parties and such agreement shall not unreasonably be withheld.

F-3 OFFICIAL EMPLOYEE FILE**F3.1 The Official Employee File**

The Employer shall maintain an official file for each Member. The Official Employee File shall be kept by the University in a central location.

The official documents constituting the file shall be the paper originals or, in the event the original document is received in facsimile or electronic form, an accurate paper copy. Each item in the Official Employee File shall be numbered and listed on an inventory sheet. The inventory sheet shall record each item in the file: its number, its title or a brief description of its nature, the number of pages or parts in it, the date it was added.

F3.2 Contents of the Official Employee File

The Official Employee File of each Member shall contain only material pertaining to the employment of the Member. The material in this file may include, but shall not be limited to, the Member's curriculum vitae, university transcripts, letters of application, salary and work history, disciplinary material, decisions and recommendations together with the reasons arising from personnel decisions involving the Member, and copies of material reflecting professional development and achievement.

No anonymous material, except the statistical results of student evaluations, shall be placed in the Official Employee File.

Records of grievance and arbitration procedures shall be kept separately from the Official Employee File. No record indicating that a Member has invoked the grievance and arbitration procedures of this Agreement shall be placed in his or her Official Employee File, except in the case where the grievance or arbitration results in an employment action which requires documentation.

A Member may, on written request, obtain one (1) copy of any document on the Official Employee File, at no cost.

F3.3 Additions to the Official Employee File and Challenges to Additions by the Member

Only the Member or the **Vice President Academic** or their designates may authorize the placing of documents in the Official Employee File.

Routine information such as changes in salary, benefits or similar documentation will be ordinarily placed in the file without individual authorization.

A Member may challenge the inclusion of any document in the file. A Member has the right to include, in the file, rebuttal or written comments on the accuracy, meaning, relevance or completeness of any document in his or her file; and to add to the file any documents that he or she considers relevant.

F3.4 Removal of Materials from the Official Employee File

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

- a) upon receipt of proof that there is false, irrelevant or inaccurate information in a Member's file; or
- b) any disciplinary action given in writing and becoming part of a Member's Official Employee File shall, after five (5) years and upon written request from the Member, be removed and returned to the Member if no subsequent infraction has occurred; or
- c) as all or part of the settlement of a grievance or complaint; or
- d) by mutual consent of the University and the Member.

F3.5 Access to the Official Employee File

None of the contents of the Official Employee File shall be released or made available to any person without the consent of the Member, except when required:

- a) for official University administrative purposes;
- b) for grievance and arbitration purposes;
- c) by this Agreement; or
- d) by law.

Access to any of the contents of an Official Employee File for a), b) and c) above shall be accompanied by a formal statement informing those concerned of the confidential restrictions on the use of the files. Access for d) above shall be granted only to individuals who present appropriate authorization that such access is required by law.

Members shall have the right, during normal business hours and upon five (5) working days notice, to examine the contents of their Official Employee File. The examination shall be carried out in the presence of a person designated by the **Vice President Academic**. Members shall be required to provide identification before access to the file is granted. Members shall not remove the file or any of its contents from the office in which it is held.

F-4 NEGOTIATIONS

- F4.1 Except as otherwise provided in this Agreement, the provisions of this Agreement shall be to the benefit of and be binding on both Parties for conditions and wages as herein provided from and after the date of signing. Thereafter, the Agreement shall continue in force from year to year unless notice in writing is given not less than ninety (90) calendar days preceding the expiry date of the Agreement, stated in Article F5.1, by either Party giving notice to the other Party of a desire to negotiate a new Agreement.
- F4.2 The Parties shall notify each other in writing of the names of the negotiating committee members and shall begin negotiations within twenty (20) working days. The time limits specified in this Article may be extended through mutual agreement of both Parties and such agreement shall not unreasonably be withheld.

F-5 TERM OF AGREEMENT

- F5.1 This Agreement shall be effective for the period **July 1, 2010 to June 30, 2012** and shall remain in effect thereafter until a new agreement is signed, or the right to strike or lockout is exercised, whichever first occurs.
- F5.2 Unless stated otherwise, all benefits of the Agreement, excluding wages, shall become effective from the first full pay period following the signing of the Agreement.
- F5.3 The Chief Negotiators shall jointly be responsible for making such ad hoc arrangements as are necessary to ensure an orderly transition to the provisions of this Agreement.

- F5.4 Any grievance or arbitration which commenced under the provisions of the predecessor Collective Agreement and remains unresolved, shall continue and be resolved under the provisions of that Collective Agreement.

F-6 DISCIPLINE

- F6.1 A Member may be disciplined only for just cause. Disciplinary action shall be based on the principle of progressive discipline, shall be commensurate with the seriousness of the misconduct and its aim shall be corrective.
- F6.2 The Parties to this Agreement shall make every effort to resolve conflicts in the University community through non-adversarial processes.
- F6.3 The University agrees that it bears the onus of proving that any disciplinary measure taken was for just cause.
- F6.4 At all stages of the disciplinary process a Member shall have the right to have a representative of the Association in attendance.
- F6.5
- a) No matter may be brought forth as reason for disciplinary action, suspension or dismissal unless it has been previously stated in the written details given to the Member prior to any disciplinary hearing.
 - b) Once the Employer decides to discipline the Member, written notice of allegations and complaints shall be formally and completely disclosed. No further matter shall be stated as grounds for discipline, dismissal or suspension unless it was included in that notice.

F6.6 Types of Disciplinary Measures

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

- a) written warning;
 - b) written reprimand;
 - c) suspension or, or removal of, privileges;
 - d) suspension with pay;
 - e) suspension without pay;
 - f) dismissal for cause.
- F6.7 Suspension is the act of the University in relieving an Employee of some or all University duties for cause without his or her consent.

F6.8 Dismissal for cause means the termination of an appointment by the University without the consent of the Member. It does not include: non-renewal of a probationary or limited term appointment, denial of tenure, or layoffs.

F6.9 Where an allegation of a disciplinary nature has been made against a Member, the Employer shall deal with the matter in an expeditious and discreet manner and, if disciplinary action may be warranted, shall:

- a) within ten (10) working days
 - i) initiate an investigation into the matter
 - ii) notify the Member in writing, with a copy to the Association, that an investigation is being conducted into allegations which may lead to disciplinary action. The allegation(s) must be clearly stated in this written notification.
- b) maintain appropriate documentation;
- c) meet with the Member and/or the Association within twenty (20) working days of the notice referred to in F6.9 a) ii) above, to review the details of the allegation(s), as they are known to that point, and to provide the Member with the opportunity to present his or her response and attempt to resolve the matter in a manner acceptable to all concerned;
- d) provide the Member with a further seven (7) working days from the date of the meeting referred to in (c) above to present his or her response to all the evidence, to correct any misunderstandings;
- e) meet with the Member and/or the Association within ten (10) working days of the time line referred to in d) above, to provide its decision with respect to whether discipline is warranted. The Member may propose a means to resolve the matter in a manner acceptable to all concerned.

F6.10 The Employer shall notify the Member and the Association, of its determination as to whether or not disciplinary action is warranted, in writing and within ten (10) working days of the meeting referred to in F 6.9 e). If it is determined that disciplinary action is not warranted, this shall conclude the matter. Otherwise, the type of disciplinary measure intended shall be specified.

F6.11 The Association shall have twenty (20) days from the time of the written notification referred to in F6.10 above, to initiate a grievance under Article F-2.

F6.12 The time lines in Articles F6.9, F6.10 and F6.11 may be extended by mutual agreement between the Employer and the Association.

F6.13 Letters of warning or reprimand shall be clearly identified as being disciplinary measures, and shall contain a clear statement of the reasons for taking this action.

- F6.14 If the Employer imposes a suspension, either with or without pay, or decides to dismiss the Member for cause, the Member and the Association shall be notified in writing with a clear statement of the reasons for taking this action.
- F6.15 Notwithstanding the provisions above, if there is a serious infraction and/or an immediate danger arising from an incident involving a Member, the Employer shall have the right to immediately intervene and suspend a Member with full pay and benefits pending an investigation. The Parties recognize that any action taken in such case does not constitute, in and of itself, disciplinary action but is for the protection of the Member, the Employer and the University. As soon as possible, the Association shall be informed of the University's action.
- F6.16 No notice of disciplinary action or any other document concerning disciplinary action shall be placed in a Member's Official Employee File without the Member being given an opportunity to read its contents. Upon request, the Member shall be provided with a copy for his or her own records.
- F6.17 In the event that a Member grieves a dismissal, the grievance may, at the option of the Association, be referred directly to arbitration. Both parties shall expedite the hearing of the matter so that a decision will be rendered as quickly as possible after the appointment of the Arbitration Board. The Arbitration Board chosen must agree to hold a hearing within three (3) months of appointment, or within such longer period as is agreeable to both Parties, and to render a decision within one (1) month of the hearing or within such longer period as is agreeable to both Parties.
- F6.18 In the event that a Member grieves a dismissal for cause, the Employer agrees to pay the Member's salary and benefits until an award is rendered or for a period of six (6) months, whichever period is shorter.
- F6.19 In reviewing a discipline case, the Arbitration Board's authority shall be limited to:
- a) confirming or not confirming the Employer's action in disciplining or dismissing a Member;
 - b) reinstating the Member with full compensation for any wages, benefits or other privileges lost; or
 - c) any other arrangement which is just and equitable in the opinion of the Arbitration Board.
- F6.20 Notwithstanding the initiation of the Arbitration process, the Parties may agree to a mutually acceptable resolution of the matter. This will terminate the Arbitration process and resolve the grievance.

- F6.21 All written communications from the Employer to the Member **or** to the President of the Association or her or his representative in matters of discipline shall be by personal service or registered mail.
- F6.22 The "Fair Treatment Policy" and the "Policy on Integrity in Research and Scholarly Work" shall form part of this Agreement and shall not be amended without the express written consent of the Parties.
- F6.23 In cases of sexual or other harassment, or of misconduct in research and scholarship, the procedures which may lead to discipline will be in accordance with these policies. Any disciplinary action will be taken in accordance with Article F-6.
- F6.24 Decisions and processes followed under these policies are subject to grievance according to the procedures of Article F-2.

SECTION G

G-1 SESSIONAL INSTRUCTORS

G1.1 Applicability

The Parties recognize that, while Sessional Instructors are not Faculty Members as defined by this Agreement, nevertheless, they are an integral part of the delivery of the curriculum at the University. The terms and conditions of employment applicable to Sessional Instructors shall be as defined in the sections and articles listed below, or as otherwise stated in this Article:

Section A	A1 through A7 apply; A10 through A16 apply;
Section B	B6 and B7 apply;
Section C	C9, C10, C12 apply;
Section D	D1.1 c) applies;
Section E	E1.1, E1.2, E1.3 apply except that Student Opinion of Teaching Surveys may be used for employment decisions;
Section F	F1 through F6 apply;
Section G	G1 applies;
Section H	H2.2 to H2.5; and H4 through H7 apply.

G1.2 Sessional Instructors

- a) A Sessional Instructor is a person who is not a Faculty Member and who has full or joint responsibility for teaching one (1) or more credit courses.
- b) Sessional Instructors teach fewer than nine (9) **contact** hours per semester or summer session. When a Member is asked to teach nine (9) or more **contact** hours per semester, the Member shall be offered a full-time term contract.
- c) **Sessional Instructors are remunerated on a per-course basis as follows, based on their UPEI teaching experience (as described in Appendix C): after teaching a total of 24 contact hours, the Sessional Instructor shall advance to Step 2, and shall retain this Step 2 status so long as they remain on the Sessional Roster.**

G1.3 Hiring Procedures for Sessional Instructors

- a) Any course offered by an academic unit which cannot be staffed by Faculty Members as part of the normal teaching load, and which full-time Faculty Members and term contract Faculty Members are not able or available to teach as overload, may be offered to Sessional Instructors. **The Department, through the Chair, will identify the need for Sessional Instructors. The Chair will forward a written request for Sessional Instructors together with supporting information, to the Dean for approval.**
- b) **Upon receipt of approval from the Dean, the Chair (or Dean in non-departmentalized Faculties) or Director or Coordinator of Interdisciplinary Academic Programs will initiate the hiring process in accordance with G1.3.**
- c) If a member on the Sessional Roster of the academic unit has fulfilled the requirements for the Right of Recall (as specified in G1.7.2) for the course, and has not already been assigned one (1) course in the academic unit in the semester in question, the course shall be offered to the member and does not need to be advertised. If there are two or more such members with the Right of Recall, the course shall be offered to the most qualified member (as defined in G1.6). If they are equally qualified, the course shall be offered to the member with the greatest Seniority (as defined in G1.7.1).
- d) If no member not already assigned a course in the academic unit in the semester in question has the Right of Recall, the position shall be advertised for a period of not less than two (2) weeks either: in an advertisement indicating that the competition is open only to members of the Sessional Roster of the academic unit (in this case posting in the academic unit and on the UPEI website shall be deemed sufficient); or in an advertisement stating that members of the Sessional Roster of the academic unit will be given priority. In the latter case, the advertisement shall also appear in local media. No offer of appointment shall be made before the application deadline.
- e) Any member of the Sessional Roster of the academic unit who applies for a position, meets the qualifications of academic credentials and teaching competence, and has not already been assigned one (1) credit course in the academic unit in the semester in question, shall be considered for the position at this stage. Among these, the **most qualified applicant (as defined in G1.6)** shall be assigned the course. **If the applicants are equally qualified, the applicant with the most seniority shall be assigned the course.** If one or more applicants have taught the course in the past, this may be considered above Seniority when assigning the course.

- f) Once all members of the Sessional Roster of the academic unit who have Right of Recall, or who applied for a position and met the qualifications of academic credentials and teaching competence, have been assigned one (1) course in the academic unit in the semester in question, members on the Sessional Roster of the academic unit may be assigned a second course, following the procedures in G1.3 c)-e).
- g) If there are no members of the Sessional Roster of the academic unit who: have the Right of Recall or applied for the position; have met the qualifications; and have not already been assigned two (2) courses in the academic unit in the semester in question; the academic unit may consider other applicants. If the advertisement in G1.3 d) indicated the position was only open to members of the Sessional Roster of the academic unit, the position should be re-advertised for a period of not less than two (2) weeks as an open competition prior to consideration of new applicants. The advertisement should be posted in the academic unit and on the UPEI website, and appear in local media. No offer of appointment shall be made before the application deadline.
- h) In departmentalized Faculties, the Chair, in consultation with the department, shall recommend to the Dean the appointment of a Sessional Instructor arising from this process at either step c), e), f) or g). In other Faculties or Schools, the Dean shall determine the appointment of a Sessional Instructor arising from this process at either step c), e), f) or g).

G1.4 Posting of Sessional Instructor Positions

- a) Advertisements may be general in nature to create a list, or may advertise for particular courses. In the latter case, the advertisement shall identify: the date of the posting, the academic semester(s), the academic unit, the course name and number (where known), the qualifications for the appointment, the application deadline, and other pertinent information.
- b) Notices for both summer sessions shall be posted on or before February 1; for fall semester and winter semester courses and two-semester courses, on or before April 1; and for winter semester courses still unfilled, on or before November 1.
- c) Should a position become open unexpectedly, the provisions of G1.1, G1.3, and G1.4.a) apply, except that the periods of advertisement shall be reduced to at least five (5) days. Should a position become open within two (2) weeks before the beginning of a semester or after a semester has commenced, the Chair may recommend an appointment to the Dean without posting the position. The Employer shall notify the Faculty Association of the appointment.
- d) In the case of "Directed Studies" courses only, the Chair may recommend a candidate to the Dean without a need for advertising the position.

G1.5 Recurring Appointments of Sessional Instructors

- a) After three (3) years of teaching service, having taught at least one course in each of those years, and in the presence of demonstrated, continuing instructional need, a Sessional Member may apply to the department Chair or Coordinator or Director of an Interdisciplinary Academic Program for a three-year recurring contract to teach courses for which they already hold Right-of-Recall; recurring contracts shall not be construed to limit the ability of the Sessional Instructor to accept additional course assignments, up to the normal limits for a Sessional Instructor;
- b) At the expiration of a three-year contract and in the presence of demonstrated, continuing instructional need, the Member shall be eligible for another three-year contract to be issued on or before July 1;
- c) The Chair shall include requests for Recurring Appointments in Departmental budgetary/staffing requests for approval;
- d) Sessional Instructors holding a Recurring Appointment and who accept a full time Term Contract Position shall have the option to:
 - i) carry the years remaining in their Recurring Appointment contract forward; or
 - ii) apply the Term Contract Position to the equivalent of one year in the Recurring Appointment contract
- e) Sessional Instructors are permitted to carry consecutive Recurring Appointment contracts as long as these meet the criteria of G1.2;
- f) Sessional Instructors holding Recurring Appointment contract(s) shall be included on the Sessional Roster and their Seniority accumulated and their appointments are subject to the protocol outlined in G1.3 and G1.7.

G1.6 Qualifications for Sessional Instructors

Qualifications shall consist of academic credentials and teaching competence. The following factors shall be used in determining academic credentials: graduate degree(s) relevant to the subject matter of the course, normally a Master's degree, and/or professional degree or designation appropriate to the field of study; graduate work in the area of the subject matter of the course and scholarly endeavours and experience relevant to the course subject matter. The following factors shall be used to measure teaching competence: teaching performance and experience in the same (or similar) courses; teaching performance and experience generally; teaching evaluations or statistical summaries from Student Opinion of Teaching Surveys from the University of Prince Edward Island or elsewhere; references from other teachers, colleagues and/or employers.

G1.7 Sessional Instructors Rosters and the Seniority List

- G1.7.1 a)** In each department or academic unit which makes use of Sessional Instructors, the Chair, or Dean in cases where there is no Chair, shall maintain a "Sessional Roster", i.e., a list of Sessional Instructors in the academic unit. Any Sessional Instructor who has taught a course in the academic unit in the past twenty-four (24) months shall be included on the Sessional Roster. In addition, any Member (either a Sessional Instructor on a Sessional Roster in another academic unit, or a Faculty Member whose employment is ending) may apply to the Dean of the faculty/school housing that academic unit for inclusion on the Sessional Roster. The Dean shall make the decision on admission to the Sessional Roster, on the recommendation of the department or academic unit, and such recommendations and decisions shall be based solely on qualifications as specified in G1.6. In cases where admission to the Sessional Roster is refused, the Dean shall outline the reasons for the refusal in a letter to the Member.
- b) The Sessional Roster will record which specific courses have been taught by Sessional Instructors in the academic unit, and in which term and year the courses were taught.
- c) Seniority will be taken to mean the number of credit hours (or proportion thereof, in the event of joint responsibility) taught by a Sessional Instructor for the University, whether on a sessional contract or as a Faculty Member. In the event a Member has not taught a credit course at UPEI for a period of twenty-four (24) months in succession, any courses taught prior to that period shall not be counted towards seniority.

The Employer shall maintain a central, electronic site to which the Department Chair, **or the Coordinator or Director of an Interdisciplinary Academic Program**, or Dean, in cases where there is no Chair, shall post and maintain a seniority list recording the seniority of any Sessional Instructor on the Sessional Roster of their academic unit. By March 1, August 1 and November 1 of each year, the Chair, **or the Coordinator or Director of an Interdisciplinary Academic Program**, or the Dean, in the case where there is no Chair, of each academic unit shall update the seniority of each member of the Sessional Roster of that academic unit.

The Seniority shall include any courses currently being taught by the member. Seniority shall be used to determine which qualified Member has greater general experience when Members are competing for courses that none of the applying Members have taught previously.

- d) A Sessional Instructor admitted to a Sessional Roster may remain on the Sessional Roster from year to year without the need for re-applying, provided that he or she does not ask to be removed from the Sessional Roster, and that other provisions within this Article for removal do not apply.
- e) A Sessional Instructor who has not taught a credit course at the University for twenty-four (24) months in succession shall lose his or her seniority and be removed from the Sessional Roster by the Department Chair, **or the Coordinator or Director of an Interdisciplinary Academic Program** or Dean, in cases where there is no Chair. Any time during which the Member was on an approved leave as specified in Section C, on academic studies, serving as President of the UPEI Faculty Association, or a Faculty Member of UPEI shall not be counted in the calculation of the twenty-four (24) months. **A further twelve months' leave from the Roster may be taken for purposes of pregnancy, adoption, parental leave or for valid medical reasons extending beyond three (3) months when endorsed by a physician.**
- f) Upon the request of any Sessional Instructor, the Chair, **or the Coordinator or Director of an Interdisciplinary Academic Program**, or Dean, in cases where there is no Chair, shall forward the Seniority status of that Member to the Member concerned.

G1.7.2 Right of Recall

Where a Sessional Instructor has taught a course, or a course substantially equivalent to the course, at least three (3) times and where that Sessional Instructor has a demonstrated record of satisfactory teaching as measured by the criteria above, the Sessional Instructor shall be deemed to have Right of Recall for that course.

G1.8 Cancellation of Courses

- a) Subject to subsections b) and c), if the **Department** cancels a course within thirty (30) days of the beginning of the first class, the University shall pay the Sessional Instructor contracted to teach the course a cancellation fee of five hundred dollars (\$500).
- b) In the event that a course is cancelled **by the Department** because of the unavailability of the Sessional Instructor, no cancellation fee shall be payable.
- c) When a course is cancelled **by the Department** after teaching has begun, the Sessional Instructor contracted to teach the course shall be compensated for the actual instruction time prorated to the total instruction time, or five hundred dollars (\$500), whichever is greater.
- d) When a course is cancelled **by the Department**, the appointment of a Sessional Instructor to teach that course shall not be credited towards Seniority.

- e) **When a course assigned to a Sessional Instructor holding a Recurring Appointment is cancelled for reasons specified in G1.8, this shall not be construed to mean that the Recurring Appointment itself is cancelled.**

G1.9 Employment Contracts

An Employment Contract shall be offered to all Sessional Instructors selected to teach credit courses. **The Employment Contract shall be offered within one (1) month of the process described in Article G1.3 having been completed.** The Employment Contract shall identify the course to be taught, and whether there are laboratories or tutorials, the term of the appointment, and the Sessional stipend payable. The Sessional Instructor shall indicate acceptance of the offer by counter-signing and returning one (1) copy of the Employment Contract.

The Employment Contract shall include the date of commencement, which will be the first day of the month in which teaching begins, and the date of termination, which will be the last day of the month in which teaching finishes. The Employer shall forward a copy of the executed Employment Contract to the Faculty Association, **and within ten (10) working days of said execution shall forward the name and course assignment of the Sessional Instructor to the Faculty Association.**

G1.10 Assessment of Sessional Instructors

G1.10.1 Teaching Surveys

For any Sessional Instructor hired for teaching, Student Opinion of Teaching Surveys shall be carried out primarily for formative purposes in accordance with the provisions of Article E1.3 and may be used for employment decisions.

G1.10.2 Evaluation of Teaching Performance

Assessment of Sessional Instructors shall be conducted by the Chair, **or the Coordinator or Director of an Interdisciplinary Academic Program,** or Dean, in cases where there is no Chair, on the same terms and conditions as provided by this Agreement for Faculty Members in Article E1.1 and E1.2.

Assessment of Sessional Instructors shall focus on teaching performance. In assessing teaching performance, opinions of students and Members shall all be taken into account, insofar as is appropriate, and each class of opinion shall be given due and fair consideration. Such opinions shall be based on firsthand knowledge of the instructor's performance in the classroom, laboratory or field.

G1.11 Academic Freedom

- a) Sessional Instructors enjoy academic freedom (as defined generally in Article A4.1), and all the rights set out in Article A4.2;
- b) Sessional Instructors have the right to do research and to **provide** service to various University committees, provided that they fulfill their teaching related obligations;
- c) the University shall provide **reasonable** resources to support such activities:
 - i) **the University shall consider Sessional Instructors candidates for, and shall provide support and resources to Sessional Instructors in applications to external grant competitions;**
 - ii) **the University shall contribute \$6000 each year to a fund that shall be utilized for grants aiding scholarly activity, established to support the development of Sessional Instructors' scholarly portfolios; Sessional Instructors who have taught a minimum of ten (10) UPEI courses are eligible to apply for these funds; the adjudication and disbursal of the grant money shall be the responsibility of the Research Grants Committee. This money shall be disbursed annually to all qualified applications to the limit of the requests or the maximum amount of the fund, whichever is lower, and shall not accumulate. Money disbursed shall not imply any other contractual obligation on the part of the University, except as stipulated in this Agreement, and money shall not be disbursed to anyone not currently holding a Sessional Contract with the University.**

G1.12 Office and Access to Services

The Employer acknowledges a continuing responsibility to maintain a climate in which the academic functions of Sessional Instructors may be effectively carried out, and undertakes, therefore, to provide a level of facilities and support services consistent with this responsibility, but also with consideration to the existing conditions of campus facilities, and to the extent that departmental resources permit. On this basis, departments shall endeavour to provide Sessional Instructors with appropriate space and use of other facilities, services and equipment as are required for the performance of their duties, including library, computing and audio-visual facilities, office supplies, access to email, and access to a telephone to conduct University business.

G1.13 Voting Privileges in Departmental Business

At least one (1) Sessional Instructor in each program or Department, **elected** annually by the Sessional Instructors, shall represent **those** Sessional Instructors and have voting privileges in the program or department, except where **such** would be in conflict of interest or in contravention to other provisions of this Agreement. For purposes of voting regarding Departmental business, there shall be no more than one (1) **elected** Sessional Instructor representative for every three (3) Faculty Members in the academic unit or program.

G1.14 Sick Leave for Sessional Instructors

In the event of illness or bona fide emergency, a Sessional Instructor shall be granted leave with pay to miss up to one (1) week of classes per semester. **The** Sessional Instructor **shall ensure** that all essential course material is covered by the end of the semester, as approved by the Chair.

G1.15 Allowance in Lieu of Benefits

The Employer shall pay an allowance of six (6) percent in lieu of benefits. This allowance is applicable after a Sessional Instructor has taught four (4) courses. This Article does not apply to Members teaching overloads and other employees of UPEI who are already on UPEI group benefits.

G1.16 Other Employment

The Parties agree that many Sessional Instructors are otherwise employed. Consequently, the limitations set out in Articles B7.1 e) and H-3 do not apply to **Sessional Instructors**, and they may freely accept, or continue, outside employment or undertake outside professional activities without informing the Employer as required in Article H-3.

G-2 CLINICAL NURSING INSTRUCTORS**G2.1 Applicability**

The Parties recognize that, while Clinical Nursing Instructors are not Faculty Members as defined by this Agreement, nevertheless, they are an integral part of the delivery of the curriculum in the Nursing program. The terms and conditions of employment applicable to Clinical Nursing Instructors shall be as defined in the sections and articles listed below, or as otherwise stated in this Article:

Section A	A1 through A7 apply; A10 through A16 apply;
-----------	--

Section B	B6 and B7 apply;
Section C	Permanent and probationary C3, C4, C5, C6, C7, C9, C10, C11, C12, C14 apply; Term C7, C9, C10, C12, apply;
Section D	D5 and D6 applies;
Section F	F1 through F6 apply;
Section G	G2 applies;
Section H	H2.2 to H 2.5, H4 through H7 apply

G2.2 Duties and Responsibilities of Clinical Nursing Instructors

- a) Clinical Nursing Instructors support the work of the School of Nursing through clinical and laboratory assignments. The duties and responsibilities of Clinical Nursing Instructors shall be an appropriate combination of instruction and preceptorship of students, under the direction of the Faculty Member responsible for coordinating the particular course(s).
- b) Areas of clinical instruction include but may not be limited to: pediatrics, community health/public health, home care, mental health, adult nursing, and maternal child care. Clinical Nursing Instructors are expected to maintain their professional competence as nurses, their effectiveness as instructors and shall comply with departmental procedures and deadlines.

G2.3 Qualifications for Clinical Nursing Instructors

Minimum qualifications for Clinical Nursing Instructors shall consist of a B.Sc.N. or B.N. degree, current registration or eligibility for registration with the Association of Nurses of Prince Edward Island (ANPEI), and related clinical experience.

G2.4 Appointment

- a) Clinical Nursing Instructors may be:
 - i) probationary;
 - ii) permanent;
 - iii) term.
- b) Appointments are primarily, but may not be exclusively, part-time.
- c) The Employer shall determine whether a Clinical Nursing Instructor is required, the qualifications required, and the method of recruitment and selection.
- d) No Clinical Nursing Instructor appointment shall be made without the approval of the Dean.

G2.5 Recruitment and Selection - Permanent Appointment

- a) Vacancies shall be filled by open competition, by means of an advertisement on the University's Web site and in the School of Nursing, for at least a two (2) week period. The areas of search may be broadened at the discretion of the Dean. A copy of the advertisement shall be forwarded to the Association.

- b) **Applications from candidates who have any experience within the prior twelve months as a Clinical Nursing Instructor with the University shall be considered prior to other candidates.**
- c) Posting shall identify: the date of the posting, the academic semester/session, the department, the course name and number (if known at the time of posting), the starting date and duration, the location (on/off campus), weekly hours, the qualifications for the appointment and the application deadline.
- d) Selection Committee
 - i) A selection committee shall be struck consisting of the Dean, who will chair the committee, the Faculty Member teaching/coordinating the courses, and a permanent member of the Clinical Nursing Instructor staff.
 - ii) The selection committee shall follow the standard hiring procedures of the University and the School of Nursing.
 - iii) The committee shall recommend the preferred candidate(s) to the President for approval and appointment.

G2.6 Probation

- a) A Clinical Nursing Instructor appointed to a permanent position will be on probation for a period of three (3) academic semesters in which the Clinical Nursing Instructor has taught from the effective date of permanent appointment. At the discretion of the Dean, the probationary period may be extended by one (1) additional semester in which the Clinical Nursing Instructor is teaching. Time spent on leave and/or other breaks in service shall not count toward the probationary period.
- b) The probationary Clinical Nursing Instructor shall receive a written performance evaluation by the Dean at the end of each academic semester/session in which she or he instructs, and by the end of the academic year.
- c) To obtain permanency, the candidate shall submit to the Dean a file containing an up-to-date curriculum vitae, teaching surveys, and any other material that the candidate believes is relevant, at the end of the three (3) academic semester probationary period in which the Member has taught. A probationary Review Committee chaired by the Dean and including a Faculty Member and a permanent Clinical Nursing Instructor shall meet within two (2) weeks of the candidate's application. The Probationary Review Committee shall decide the matter of permanency by simple majority vote. The Dean shall communicate the decision in writing to the candidate with reasons for the decision. In the event of a negative decision, the candidate may, within one (1) week of receipt of the notice, make a written request to have the opportunity to appear before the Committee, to present his or her case and to clarify any issue raised. **A representative of the Association may accompany the candidate at the request of the candidate.** The Probationary Review Committee shall then reconsider the application and the new information provided and vote a second time. The decision shall be by simple majority vote. The Dean shall report the result of the vote in writing to the candidate within one (1) week of the second vote with reasons for the decision.

G2.7 Recruitment and Selection - Term Appointment

- a) Term vacancies that are not filled **through Article G2.10** shall be filled by open competition, by means of an advertisement on the University's Web site and in the School of Nursing, for at least a two (2) week period. The areas of search may be broadened at the discretion of the Dean. A copy of the advertisement shall be forwarded to the Association.
- b) Selection Committee
 - i) A selection committee shall be struck consisting of the Dean, who will chair the committee, the Faculty Member teaching/coordinating the courses, and a permanent member of the Clinical Nursing Instructor staff.
 - ii) The committee shall recommend the preferred candidate(s) to the President for approval and appointment.

G2.8 Appointment Exceptions

In the event of unexpected vacancies or replacement situations, the Dean of Nursing shall retain discretion on how to fill the vacancies or otherwise re-assign personnel until the end of the semester/session, after which, if the need continues, they are expected to be filled in accordance with the procedures described in this Article.

G2.9 Letter of Appointment

A letter of appointment signed by the President or designate shall be provided to the appointee which will specify the course number(s) in which she or he shall be providing instruction, the date on which the appointment commences, the duration of appointment, the step on the salary scale, the number of instructional hours and scheduled lab hours per course and the hourly rate of pay, a statement that the University of Prince Edward Island Faculty Association is the sole and exclusive bargaining agent for Members, and a statement that the appointment is subject to the terms of this Agreement. This letter shall normally be sent by mail at least six (6) weeks before the commencement of the initial appointment, and will be reissued with each subsequent term re-appointment. The Employer shall forward a copy of the executed employment contract and letter of appointment to the Faculty Association, **and within ten (10) working days of said execution shall forward the name and course assignment(s) of the Clinical Nursing Instructor to the Faculty Association.**

G2.10 Assignments

- a) Assignments will be made on a per academic semester/session basis. Assignments may vary from semester/session to semester/session, according to the needs of the School of Nursing and the qualifications **(as defined in G2.3)** of the Clinical Nursing Instructors.
- b) When re-assignments are required, they will be done in consultation with the Faculty Course Coordinator and the Clinical Nursing Instructors directly affected.

- c) Priority of consideration for assignments shall be given to Clinical Nursing Instructors who have instructed in that course three (3) or more semesters and who are desirous of remaining with the course, **and who have demonstrated a satisfactory level of instruction.** If there are no Clinical Nursing Instructors who have instructed in the course, **the assignment** shall, subject to G2.10 a), be given to the Clinical Nursing Instructor with the most seniority **provided he or she has demonstrated a satisfactory level of instruction.**
- d) Clinical Nursing Instructors who want to work in excess of their contracted hours shall notify the Dean of Nursing in writing prior to April 1st of each year. Such employees may be offered the opportunity for additional Clinical Nursing Instructor work as available, provided they have the qualifications and experience for the assignment, and provided that the schedule of these additional assignments can be successfully integrated into their existing schedules. If two or more Clinical Nursing Instructors have equivalent qualifications and experience, priority of consideration shall, subject to G2.10 a), be given to the Clinical Nursing Instructor with the most seniority. Any additional time worked shall be included in calculation of entitled benefits. **In the event the assignment is not filled by a permanent part time Clinical Nursing Instructor, the Dean may offer the assignment to a qualified candidate who has worked in term positions within the last two years.**

G2.11 Evaluation

- a) All Clinical Nursing Instructors shall be evaluated in writing by the Dean of Nursing, by the conclusion of the third (3rd) academic semester of the first clinical assignment.
- b) Thereafter, written evaluations of permanent and term Clinical Nursing Instructors shall be conducted every two (2) years.
- c) Evaluations of permanent Clinical Nursing Instructors are primarily for formative purposes.
- d) Any Clinical Nursing Instructor whose performance is being evaluated has the right to submit any information he or she believes to be relevant to the evaluation.
- e) No anonymous or unsolicited information may be used to form the basis of any evaluation or be included in the evaluation of a Clinical Nursing Instructor except for statistical data arising from an approved student opinion of teaching survey process.
- f) Evaluations shall be conducted in a manner that recognizes a CNI's academic freedom, and rights and responsibilities as outlined in this Article and elsewhere in this Agreement as applicable.
- g) Assessments of a Clinical Nursing Instructor's performance shall make due allowance for any special circumstances which may have affected the Clinical Nursing Instructor's teaching performance.
- h) Performance may be assessed through consideration of the following:

- i) on site review by the Dean and/or the course coordinator;
 - ii) results of approved student evaluations;
 - iii) adherence to departmental and University policy and expectations;
 - iv) other documentary evidence submitted to the Dean, including commentary from placement agencies and preceptors.
- i) The evaluation shall be placed in the Official Employee File and a copy shall be provided to the Clinical Nursing Instructor. The Clinical Nursing Instructor may submit a written response to the evaluation, to be attached to and included in the Official Employee file, and copied to the Dean.
 - j) The statistical results of the Student Opinion of Teaching Survey, which have been shared with the University and placed in the Official Employee File, shall be used only where expressly required by this Collective Agreement or by mutual agreement of the Parties.

G2.12 Seniority

- a) A seniority list of all permanent Clinical Nursing Instructors covered by this Agreement, based on total hours of permanent, probationary, and term service, shall be posted by the Employer before January 31 of each year and posted in a place accessible to all Clinical Nursing Instructors.
- b) The seniority list shall include names, last date of hire in a permanent position and hours of service to the last full pay period in December of the previous year, including hours of temporary employment.
- c) A copy of the posted seniority list will be sent to the Association.
- d) When a Clinical Nursing Instructor successfully completes the probationary period, his or her seniority shall include all hours he or she has been employed as a Clinical Nursing Instructor at the University, whether in a permanent, probationary, or term position. In the event that a Clinical Nursing Instructor has not been employed as a Clinical Nursing Instructor at the University for a period of twelve (12) months in succession, any employment prior to that period shall not be counted towards seniority. Any time during which the Member was on an approved leave as specified in Section C, or on release under Article A13, shall not be counted in the calculation of the twelve (12) months.
- e) When a Clinical Nursing Instructor has been granted leave of absence with pay, the seniority of that Member shall be retained and continue to accumulate, and any benefits measured by length of services shall also accumulate during such leave of absence.
- f) When a Clinical Nursing Instructor is granted a leave of absence without pay, the accumulated seniority of such an employee shall be retained, but shall not accumulate further.

G2.13 Academic Freedom Condition

Clinical Nursing Instructors enjoy academic freedom (as defined generally in Article A4.1), and all the rights set out in Article A4.2 are subject to the following condition:

- in exercising their right to do research and to volunteer for service on various University committees, Clinical Nursing Instructors must fulfill their teaching related obligations. However, the University shall be under no obligation to provide resources to support such research and service activities.

G2.14 Offices and Access to Services

The Employer acknowledges a continuing responsibility to maintain a climate in which the academic functions of Clinical Nursing Instructors may be effectively carried out, and undertakes, therefore, to provide a level of facilities and support services consistent with this responsibility, but also with consideration to the existing conditions of campus facilities and to the extent that the School's resources permit. On this basis, the School shall endeavour to provide Clinical Nursing Instructors with appropriate space and use of other facilities, services and equipment as are required for the performance of their duties, including library, computing and audio-visual facilities, office supplies, access to email and access to a telephone to conduct University business.

G2.15 Voting Privileges at School of Nursing Meetings

At least one (1) Clinical Nursing Instructor shall represent Clinical Nursing Instructors and have voting privileges in general School of Nursing meetings, except where that would be in conflict of interest or in contravention to other provisions of this Agreement.

G2.16 Benefits

- a) **With the exception of G2.16 (b), a Clinical Nursing Instructor must have prior authorization from the Dean for absences for any reason other than illness or a death in the family.**
- b) **A Clinical Nursing Instructor may take up to seven and one-half (7.5) hours of leave per academic year without loss of pay for reasons other than illness, provided the Clinical Nursing Instructor ensures, in consultation with the Course Coordinator, that the material will be covered by the end of the semester/session. Whenever possible, the Clinical Nursing Instructor shall give due and timely notice to the Dean of this leave.**

- c) Clinical Nursing Instructors shall be eligible for statutory holidays identified in Article C-9, in accordance with provincial employment standards legislation, and provided such holidays fall during their scheduled academic semesters/sessions of work.
- d) Probationary and permanent Clinical Nursing Instructors (**including those employed on a twelve (12) month or less basis**) shall be eligible for the following group benefits, in accordance with University policy and plan provisions, effective the signing of the agreement:
 - i) **Group Life Insurance and Accidental Death and Dismemberment Insurance ;**
 - ii) **Long Term Disability Insurance;**
 - iii) **Supplementary Health Care Insurance;**
 - iv) Sick Leave accumulated at five decimal sixty-five (5.65) hours per month to a maximum of nine hundred and seventy eight (978) hours' accumulation; **Permanent and probationary Clinical Nursing Instructors employed full-time on a twelve (12) month basis shall accumulate Sick Leave at a rate of one decimal two-five (1.25) days per month worked (that is, 9.375 hours).**
 - v) **Permanent and probationary Clinical Nursing Instructors employed full-time on a twelve (12) month basis shall be entitled to an annual vacation with pay of one (1) month, defined as twenty-three (23) working days. Those employed on a less than twelve (12) month basis shall have Vacation Pay at a rate of six (6) percent of gross earnings paid on each salary payment;**
 - vi) **University of Prince Edward Island Pension Plan;**
 - vii) **Travel Insurance;**
 - viii) **EFAP.**
- e) Term and temporary Clinical Nursing Instructors shall be **entitled to** an allowance in lieu of Vacation Pay and benefits at a rate of six (6) percent of gross earnings effective the signing date of this Agreement and to be paid on each salary payment.

G2.17 Professional Development and Travel Reimbursement (PDTR)

Probationary and permanent Clinical Nursing Instructors shall be eligible to receive PDTRs in accordance with Article D-6, prorated according to the term of employment.

G2.18 Regular Temporary Layoff

- a) The Parties recognize that the nature of Clinical Nursing Instructor appointments is such that the Clinical Nursing Instructor may be subject to regular temporary layoff for part of each calendar year. Such layoff will not be layoff for the purposes of Article F-1, and will not attract either paid notice or other remuneration. However, the Parties recognize and agree that regular temporary layoff of Clinical Nursing Instructors does not constitute a loss of permanent status or a loss of entitlements such as seniority and annual vacations. The Parties agree that permanency guarantees a right of recall at the end of the period of regular temporary layoff.
- b) A permanent Clinical Nursing Instructor may opt to continue his or her benefit coverage during the regular temporary layoff period, exclusive of pension, provided she or he pays both the employee and the employer share of the applicable premiums.
- c) A permanent Clinical Nursing Instructor shall be eligible to receive the Professional Development and Travel Reimbursement for activities engaged in during any period of regular temporary layoff. Time spent in these activities shall not be considered hours of work for salary purposes.

G2.19 Other Employment

The Parties agree, and accept, that Clinical Nursing Instructor appointments are generally part-time employment and that many Clinical Nursing Instructors are otherwise employed. Consequently, the limitations set out in Articles B7.1 e) and H-3 do not apply to Clinical Nursing Instructors, so long as such activities do not conflict with the Clinical Nursing Instructor's responsibilities to the University.

G2.20 Resignation

Notwithstanding Article B7.1 b), Clinical Nursing Instructors may resign their responsibilities by providing two (2) weeks' written notice.

G2.21 Hours of Work

The work day shall be seven and a half (7.5) hours in length, exclusive of the lunch period. The work day shall include two (2) ten (10) minute paid breaks. The regular work week shall be thirty-seven and a half (37.5) hours per week.

G2.22 Remuneration for Clinical Nursing Instructors

G2.22.1 Compensation

The hourly rate of pay shall be as described in Appendix D, Hourly Rates of Pay for Clinical Nursing Instructors.

G2.22.2 Overtime

Work in excess of seven and a half (7.5) hours per day or thirty-seven and a half (37.5) hours per week shall be compensated at the rate of one and a half (1.5) times the regular hourly rate.

G2.22.3 Shift Differential

A shift differential premium of \$3.00/hour shall be paid to a Member providing clinical supervision/instruction to students outside of normal working hours (8:00am to 5:00pm, inclusive, Monday through Friday except UPEI holidays), where the majority of the shift occurs outside those normal working hours. A weekend premium of \$3.00/hour shall be paid to a Member providing clinical supervision/instruction to students after 5:00pm Friday to 8:00am Monday, where the majority of the shift occurs within that time period.

G2.23 Pregnancy Leave

The Parties agree to form a joint committee to investigate the interpretation of Pregnancy Leave for CNIs when part or all of such leave lies within a non-contract period. The committee shall review the current interpretation by the PEI Teachers Federation and other organizations, as appropriate. The committee will file a report within three (3) months of the signing of this agreement which will form the basis for a Memorandum of Understanding between the Parties.

SECTION H

H-1 WORKLOAD

Faculty Members' Workload

H1.1 The workload of Faculty Members involves, in varying proportions, a reasonable balance of those elements set out in Article A8 (Responsibilities of Faculty Members) that is consistent with the principles of academic freedom described in Article A4.

H1.2 Determination of Teaching Workload

Teaching workload assignments are determined by the Chair in accordance with B3.4 a) Category B, d), following consultation with the Faculty Member. In Faculties or Schools where there are no Chairs, the Dean shall determine teaching workload assignments. In determining teaching workload, the following factors should be taken into consideration:

- a) number of separate courses taught by the Faculty Member, **with a maximum of five course preparations in the normal teaching workload as defined hereafter in H1.4.1**
- b) number of contact hours per course;
- c) number of hours of preparation, grading, and administration per course;
- d) expected student **enrolment**;
- e) total number of students across all of a Faculty Member's assigned classes;
- f) number of hours conducting academic consultations with students per course;
- g) type of course (i.e. lecture, lab, seminar, etc.);
- h) availability of markers;
- i) availability of laboratory support;
- j) additional hours of preparation needed for a new or substantially revised course;
- k) amount of field, clinical, research, thesis, and other academic supervision;
- l) location of course (on or off campus);
- m) special factors such as filming, broadcasting, web-casting or use of teleconferencing;
- n) Department/Faculty program needs.

H1.3 It is the Dean's responsibility to ensure that assigned teaching workloads are equitable.

H1.4 Teaching Workload Calculation

For the purposes of this Article, a course shall be defined as having three (3) credit hours for lectures or seminars and one (1) course equals three (3) contact hours.

H1.4.1 Within the Faculties of Arts, Education, Science and the Schools of Business and Nursing the normal teaching workload shall be **five (5) courses (15 contact hours) per academic year and three (3) courses (9 contact hours) per semester for term contracts no longer than ten (10) months**. The actual teaching workload for Members in any Department/Faculty/School may be reduced through the mechanisms outlined in this Article and elsewhere in this Collective Agreement or by agreement between the Member and the University.

H1.4.2 Teaching workload is calculated as follows:

- a) three (3) lecture/seminar hours per week shall be equal to three (3) contact hours and to one (1) course;
- b) each laboratory hour, attached to a course, where the laboratory meets for at least ten (10) weeks per term and where the Faculty Member is present and teaching shall be equal to one half ($\frac{1}{2}$) contact hour;
- c) each tutorial hour, attached to a course with three lecture hours, where the tutorial meets for a minimum of ten (10) weeks per term and where the Faculty Member is present and teaching, shall be equal to one third ($\frac{1}{3}$) contact hour;
- d) **for graduate student supervision**
 - i) **Faculty Members assigned primary responsibility for supervising one or more students registered in a thesis-based graduate program at the University of Prince Edward Island shall be awarded a workload reduction up to one half ($\frac{1}{2}$) contact hour per student for the semester(s) in which the student(s) is (are) registered and actively engaged in preparing their thesis;**
 - ii) **An individual doctoral candidate will be counted toward the calculation of course reductions for thesis supervision for no more than six (6) semesters. An individual thesis-based masters degree candidate will be counted toward the calculation of course reductions for thesis supervision for no more than three (3) semesters. In the case of co-supervision by two Members, workload reduction will be awarded to the Member providing the primary thesis supervision;**
 - iii) **The Chair will determine the timing of the releases in consultation with the Member. Normally, the course reduction will be taken during the period(s) of active thesis supervision;**
 - iv) **Faculty Members appointed to special externally-funded, named Chairs, or similar positions, where the expectation of the funder is that the Chair holder will be predominantly involved in research, shall teach the number of courses per year agreed at the time of appointment to the Chair/position. Such appointees shall not be eligible for a teaching assignment reduction under this Article.**
- e) in the Faculty of Education, a practicum responsibility for ten (10) students in a term shall be considered equivalent to three (3) contact hours;
- f) for AVC clinical contact time with students, one (1) week equals one (1) credit hour.
- g) **for the School of Nursing**

- i) clinical contact time with students, four (4) hours per week for at least ten to twelve (10-12) weeks per term (a minimum of 40 hours) is equal to one (1) contact hour;
- ii) one month clinical rotation is equal to three (3) contact hours;
- iii) oversight of preceptorships for a maximum of eighteen (18) students per term is equal to two (2) contact hours;
- iv) coordination of Clinical Nursing Instructors for up to six (6) hours per week is equal to one (1) contact hour per clinical course.

H1.4.3 All lecture, laboratory and tutorial hours must be as per the Senate approved course description.

H1.5 Teaching Workload Reductions for Scholarly Endeavours and University Service

H1.5.1 In order to promote scholarly endeavours within the University, the teaching workload for each full-time Faculty Member in the first two years of a probationary appointment shall be a maximum of two (2) courses in each of the Fall and Winter terms (and no courses in the summer sessions).

H1.5.2 **Academic Directors of Senate-approved Co-operative Education Programs which involve a combination of student supervision, University service in the community, and administrative responsibilities shall have their teaching workload reduced by one (1) course in either the Fall or Winter term.**

H1.6 **Faculty Members who have been approved for course release (including administrative release time) for any portion of the Fall and Winter semester shall not normally undertake overload teaching during those semesters. In unusual situations, and following a written request and justification, the Dean may authorize an exception or exceptions.**

H1.7 Faculty Members appointed to special externally-funded, named Chairs, or similar positions, where the expectation of the funder is that the Chair holder will be predominantly involved in research, shall teach the number of courses per year agreed at the time of appointment to the Chair/position.

H1.8 Scheduling of Teaching

Courses taught by a Member shall be scheduled in consultation with the Chair, the Dean of the Faculty, and the Registrar so as to provide for academic programme delivery. Normally, no classroom course taught by a full-time Member shall be scheduled to begin earlier than 8:30 a.m. and no course shall be scheduled to begin later than 4:30 p.m. Monday through Friday, unless the Member consents and the Chair or Dean agrees that the course may be scheduled outside of these hours. Normally, no classroom courses shall be scheduled on weekends.

H1.9 Overload

H1.9.1 Normally, Faculty Members in the Faculties of Arts, Education and Science and the Schools of Business and Nursing shall be assigned a teaching workload for the Fall and Winter semesters and shall not be required to teach in the summer sessions. However, Members may be offered the opportunity to teach extra courses in these summer sessions for remuneration. Faculty Members shall be offered the opportunity to teach these courses as overload prior to offering these courses on a sessional basis.

H1.9.2 The Association shall be informed of each overload assignment and shall be provided with a copy of the document confirming such assignment and the remuneration for such assignment. The Association shall also be informed of the cancellation of overload assignments.

H1.9.3 A Chair or Dean, where there is no Chair, may request that a Member undertake extra teaching in order to temporarily replace another Member who is unable to fulfill her or his teaching commitments. When such extra teaching duties extend beyond six (6) contact hours or for Members in either the School of Nursing or the Faculty of Veterinary Medicine teaching clinical courses extending beyond one (1) week, the Member shall be compensated in accordance with this Agreement by prorated remuneration as specified in Appendix C. Arrangements for such additional teaching duties shall be formalized within two (2) weeks of a Member accepting the additional teaching duties.

H1.10 Office Hours

Faculty Members shall set office hours that are appropriate to the requirements of each course.

H1.11 Class Cancellations

When Members cancel a class(es) due to illness or other circumstances beyond their control, they shall schedule a make-up class prior to the exam period if, in the judgement of the Member, such a make-up class is necessary. When a class is to be cancelled, the Member shall notify the Department as soon as possible so that notification of the cancellation may be posted on the appropriate classroom and office doors.

H1.12 Librarians' Workload

H1.12.1 The workload of Librarians involves, in varying proportions, a reasonable balance of those elements identified in Article A-9 (**Responsibilities of Academic Librarians**) that is consistent with the principles of academic freedom described in Article A-4.

H1.12.2 The work assignments for individual Librarians shall be determined by the University Librarian, following consultation with the Librarian and taking into consideration all relevant factors, including but not limited to the Librarian's specialities and qualifications and the requirements and priorities of the Library, including public service (reference and instructional services), collections development, systems, and bibliographic access and control; **the Librarian's engagement in university, professional and community service (Article A9.5); and the Librarian's involvement in scholarly and/or professional development activity (Article A9.4).**

H1.12.3 Hours of Work

- a) A Librarian's workload shall be such that the required professional practice duties can reasonably be performed during his or her normal working hours, averaged over the year. It is recognized that the pattern and hours of work may vary for periods of time, but will be normalized over the twelve (12) month contract year. The hours of work for full time Librarians will be thirty-three and seventy-five one hundredths (33.75) hours per week, normally at the rate of six and seventy-five one hundredths (6.75) hours per day.
- b) Hours of work may include evenings, weekends and holidays because of the service component, and may vary from week to week according to the time of year and the level of service required. Weekend work may only be scheduled by the mutual consent of the Member and the University Librarian.
- c) If a Librarian is assigned a professional responsibility that requires **her or him** to upgrade abilities, appropriate time and retraining will be made available.

H1.12.4 Off Campus Activities

On occasion, with the prior approval of the University Librarian, Librarians may carry out some of their responsibilities off campus.

H1.12.5 Workload Reductions

- a) In the assignment of workloads, the University Librarian may reduce the assigned responsibilities of a Librarian in candidacy for permanence, to enable the Librarian to engage in professional development, research, and scholarly endeavours.
- b)
 - i) A Librarian who wishes to secure release time to undertake further study, with university-level courses shall apply to the University Librarian;
 - ii) The University Librarian shall make a recommendation to the **Vice President Academic** who will make the final decision as to whether an application for release time is to be approved;
 - iii) Rejection of a request for a variation in workload is not subject to grievance;
 - iv) Nothing in this Article limits the ability of a Librarian to apply for Study Leave (Article C-3) and Leave Without Pay (Article C-4) in order to allow the Librarian to undertake further study.
- c) The Librarians may form a Librarian's workload committee to consider workload balance and recommend to the University Librarian any plan to accommodate variations in workload balance.

H1.13 Clinical Service Workload

- H1.13.1** The Parties agree that the Veterinary Teaching Hospital's primary purpose is to support the teaching programs of Members in the Faculty of Veterinary Medicine and that the Veterinary Teaching Hospital also provides clinical services and research to advance the health and well-being of animals and the public.
- H1.13.2** The workload of Members involves a reasonable balance among teaching, professional services, scholarly endeavours and University services.
- H1.13.3** Members' general duties and responsibilities in a clinical service unit will be jointly determined by the Members of that clinical service unit after consulting with other clinical service units with which they directly interact on a daily basis.
- H1.13.4** Members who provide clinical services during the normal work week (Monday through Friday) and/or emergency clinical services at the Atlantic Veterinary College shall not be required to provide more than their proportionate share of such service. Such proportionate shares shall be determined by and reflect the staffing levels of each speciality.

- H1.13.5** Where there are Faculty vacancies or extended leave circumstances, remaining Members may be requested to take on additional responsibilities (**H1.13.6**). Members have the right to accept or reject a temporary increase in workload based on an assessment of the offer.
- H1.13.6** Where the workload referred to in Article **H1.13.4** above is temporarily exceeded, and with the agreement of the Faculty Member clinician or diagnostician concerned, and in accordance with the policies and procedures existing within the department, the Dean may offer additional clinical or diagnostic assignments and, where the extra duties extend beyond **one (1) week**, compensation to the Faculty Member.
- H1.13.7** Members shall constitute at least fifty (50) percent of the membership of the Hospital Management Committee of the Veterinary Teaching Hospital, and they shall be appointed to that committee by their Department Chairs, following consultation with the Members of the Department who have clinical service responsibilities within the Veterinary Teaching Hospital.
- H1.13.8** Members have primary professional responsibility for their patients. For patients already under a Member's care, that responsibility may necessitate providing non-emergency clinical services on weekends, evenings, nights, and statutory or other holidays as provided for in this Agreement or at other times when the University is closed. It may also necessitate establishing appropriate alternate arrangements as required. Members are not required to provide after-hours, non-emergency care to new patients.
- H1.13.9** The emergency or non-emergency status of any given patient will be decided by the primary clinician on duty in the service which is to provide the clinical care.
- H1.13.10** Members who provide clinical service as described in Article A8.1 will be fully reimbursed for the costs associated with the purchase of all pre-approved safety items required to provide such service. Such items may include clothing, protective eyeglasses, organic vapour masks, appropriate footwear, and so forth. Additional items beyond what is normally required shall only be reimbursed on a pre-approved basis.
- H1.13.11** Unless all Faculty Member clinicians involved agree, neither the University nor the Atlantic Veterinary College shall enter into any agreement with the Prince Edward Island Veterinary Medical Association, or any other veterinarian licensed by the Prince Edward Island Veterinary Medical Association, on behalf of licensed members to take over emergency services on behalf of that organization, business or veterinarian.

H-2 WORKING CONDITIONS

H2.1 Facilities and Support Services

The Board acknowledges a continuing responsibility to maintain a climate in which the academic functions of the Members may be effectively carried out, and undertakes, therefore, to provide a level of facilities and support services consistent with this responsibility, but also with consideration to the fiscal resources of the University and the existing condition of campus facilities.

H2.2 Accommodation of Disability and Illness

H2.2.1 Members with a physical or mental disability have the right to accommodation as defined by adjustments in the terms and conditions of employment and consistent with the Article A-7 Non-Discrimination. Such accommodation shall be reasonable to the point of undue hardship as defined by law.

H2.2.2 Upon request, of a Member requiring accommodation, the University and the Member will develop an accommodation plan in consultation with the Association. In doing so, the Parties may consult jointly with individuals having appropriate expertise.

H.2.3 Faculty Lounge Exemption

The Association will be exempt from the University food services contract for the Faculty Lounge only. All other parties using the Faculty Lounge will be required to use the University food services contractor.

H.2.4 Storms

On an annual basis, in an effort to ensure proper communications and to address operational concerns, the University will consult with the Faculty Association on storm policy and procedures.

H2.5 Consultation about University Services

Through the Association, Faculty members and Librarians shall be consulted on an annual basis about access to the following University services: on-campus parking; Student Health Centre; Athletic Centre; child care and food services.

H-3 EMPLOYMENT IN EXTERNAL REMUNERATIVE ACTIVITIES

H3.1 Members' employment in external remunerative activities (hereinafter to be referred to as "external employment") may enhance the reputation of the University, and the professional, scholarly and scientific competence of Members.

- H3.2 Members agree not to engage in any external employment which would prevent them from fulfilling their duties and responsibilities as defined in this Agreement. Members may earn supplementary income from external employment, providing that such employment does not conflict with their ability to fulfill their responsibilities to the University.
- H3.3 Members shall not engage in any external employment which is in direct competition with existing services provided by the University.
- H3.4 Members shall discuss their involvement in external employment with their Department Chair and Dean, or University Librarian, as applicable, to ensure that no conflicts arise with their primary commitments to teaching, research and service.
- H3.5 A full-time Member may engage in up to twenty-five (25) working days per year in external employment, providing that the timing of this employment is not in conflict with the Member's responsibilities. The scheduling of this time will be arranged with the Department Chair and the Dean, or the University Librarian, as appropriate. The Member agrees to pay for any University resources used in pursuing such employment activities. In special cases, activities in excess of twenty-five (25) days per year may be permitted, but will require the written approval of the Dean or the University Librarian. If there is an ongoing need for more than twenty-five (25) days, a reduced appointment or leave without pay will normally be required.
- H3.6 Before engaging in any external employment of more than twenty-five (25) working days per year, or of a continuing nature, a Member must enter into a written agreement with the University, providing:
- a) the University agrees that all proceeds, inventions and other benefits deriving from the activities belong to the Member;
 - b) the Member agrees that such activities will not use University facilities except for the Library and/or the Member's office, unless written approval of the Chair and Dean, or University Librarian, as appropriate, has been obtained;
 - c) the Member agrees to pay for any University resources used in pursuing external employment, such resources to be defined in the written agreement;
 - d) the Member agrees not to use the name of the University, or to identify himself or herself as a representative of the University in such activities, without written permission of the Employer;
 - e) the Member agrees to indemnify and save harmless the University with respect to all actions, suits, claims and demands of any kind arising out of or in any way connected with external employment.
- H3.7 Members engaged in external employment shall, by May 1 of each year, inform their Department Chair and Dean, or University Librarian, as appropriate, of the nature and time devoted to these activities conducted in the previous calendar year.

H-4 INTELLECTUAL PROPERTY (IP)

- H4.1 The parties agree that Members have no obligation to seek intellectual property protection for the results of their work, nor to modify their scholarly endeavours to enhance the ability of their work to be protected.
- H4.2 Members have the right to and are encouraged to discuss and publish the results of their scholarly endeavours as fully as may be reasonably possible.
- H4.3
- a) The University, in keeping with long-standing academic custom, recognizes the ownership by the Member(s) of copyright in traditional works of authorship such as, textbooks, scholarly monographs and articles; bibliographies; glossaries; lectures and laboratory notes; works of non-fiction and fiction; artistic works such as dramatic works and performances, musical or dramatic compositions and performances; visual works of art; sculpture; and poetry, whether such works are disseminated visually, in print, or electronically.
 - b) Unless governed by specific contracts to the contrary, the University recognizes the ownership by the Member(s) of copyright in computer programmes, correspondence course packages, broadcast courses, interactive textbooks, course work delivered on the Internet, multimedia instructional packages and programmed instructional material.
- H4.4 The Member shall grant to the Employer a non-exclusive, royalty-free, irrevocable and non-transferable right to use, solely for the University's internal use and programmes, any Intellectual Property developed by the member when such Intellectual Property results from the use of the University's time, funds, facilities, support or technical personnel. Such right, however, shall not include the right to license or exploit the Intellectual Property for any purpose other than the internal use of the University.

- H4.5 The University recognizes the ownership by the Member(s) of copyright in course outlines, assessment, grading, reports or correspondence pursuant to the Member's teaching. The Member shall grant the University a perpetual license to use these materials in the course of its normal administrative, non-commercial business.
- H4.6 Neither the University nor the Member shall enter into any agreement with a third party which alters or abridges the intellectual property rights of the other, without the other's written consent.
- H4.7 Proprietary Technology
- H4.7.1 Proprietary Technology refers to an invention, discovery, improvement, new plant breed, industrial design, trade secret, computer programme or the like but would not generally refer to those types of Intellectual Property specified in H4.3 a) and b).
- H4.7.2 The discovery of Proprietary Technology is not the basic purpose of university scholarly endeavours, nor is it normally a condition for the support of such scholarly endeavours. However, in recognition of the contribution that can be made to the national interest through the development and use of Proprietary Technologies, as well as the advantages that can accrue thereby to Members and the University, it may be appropriate to protect such Proprietary Technology in some circumstances.
- H4.7.3 In the event of any Proprietary Technology resulting from scholarly endeavours undertaken by a Member using University facilities, the University as well as the Member shall be deemed to have an interest in any benefits to be obtained from commercial exploitation of the Proprietary Technology.
- For the purposes of this Article, the payment of salary to Members and the provision of a normal academic environment in which to work (e.g. office and/or laboratory) shall not be construed as use of University facilities.
- H4.7.4 The Employer waives all interest in or claim to any Proprietary Technology made by a Member without use of University time, funds, facilities, support or technical personnel.
- H4.7.5 Members have the right to publish their inventions, improvements, designs, developments and so forth, but must be aware that such publication may become a hindrance to the exploitation of the Intellectual Property. Members should consult with the Office of the Vice-President, Research and Development prior to submitting for publication/presentation any material which may be patentable or for which registration or copyright is advisable.

H4.7.6 Where the Member has developed Proprietary Technology with the use of University time, equipment, supplies, facilities or resources or with resources administered by the University, which the Member believes may be worthy of intellectual property protection, the Member shall offer a contract to the University in a timely fashion which provides that:

- a) the University will manage and pay for the costs of obtaining patent protection or copyright protection and of exploitation, as appropriate to the Proprietary Technology; and
- b) revenue shall first be used to reimburse the costs paid by the University and shall thereafter be divided on a 50-50 split between the Member and the University;
- c) the University may decline the offer, in which case, the Member may pursue alternate arrangements.

H4.8 Dispute Resolution

H4.8.1 Except as noted in H4.8.2, all disputes concerning Intellectual Property are subject to review by a three (3) person panel, composed of one member appointed by the Association, one member appointed by the University, and a third member (who shall be Chair) to be chosen by the two appointed members. The panel shall follow procedures consonant with due process. It shall conduct a hearing and may require oral and/or written submissions. An advisor may accompany any party to the hearing. The panel's decision shall be final.

H4.8.2 In the event that the ownership rights of intellectual property becomes a matter of dispute solely between the Member or Members and the University, the matter shall be submitted to mediation before an individual expert in such matters, mutually agreeable to the Employer and the Member. If satisfactory resolution is not provided by mediation, the matter may be submitted to arbitration as specified in Article F-4 (Grievance & Arbitration Procedures), provided, however, that the Arbitration Board Chair, or sole Arbitrator, if applicable, shall be an individual knowledgeable in such matters.

H-5 ASSOCIATION ACCESS TO INFORMATION**H5.1 Member Information**

- a) Each September, the Employer shall provide the Association with a list showing the name, rank and salary, additional stipends, date of hire, termination date, pension plan start date and normal retirement date of each Member.
- b) At other times of the year, Article A11.6 shall apply.
- c) The Employer shall also provide the names of all Members on leave, indicating the start and end dates of the leave.

H5.2 University Documents

- a) Copies of all motions, resolutions and by-laws, or rules and regulations adopted by the Board which directly affect the Members of the Association shall be communicated to the Association President.
- b) Copies of plan policies for the employee group benefit plan and current premium rates, pension and pension actuarial reports shall be provided to the Association.
- c) The University shall provide the Association with a copy of the annual audited financial statements of the University, and a copy of the President's Annual Report.

H-6 STRIKES AND LOCKOUTS**H6.1 There shall be no strikes or lockouts during the term of this Agreement.****H6.2 Refusals to perform the work of striking employees and to handle the work normally performed by other employees during any dispute with the Employer, shall not be considered as a strike as defined in the *Labour Act*. These refusals shall not be considered as grounds in themselves for disciplinary action.****H6.3 The University shall not refuse to re-employ a Member solely as a consequence of a strike declared by the Association, or a lockout imposed by the University.****H6.4 Essential Services**

- a) The Parties agree that proper care of animals and critical research facilities and equipment will be maintained by Members of the Association in the event of a work interruption, lockout, or legal strike.

- b) For the purpose of this Article:
 - i) proper care implies provision of appropriate temperatures, humidity, light cycles, ventilation, food, water and cleaning as well as exercise and medical and necessary care where appropriate;
 - ii) animals include animals in research, teaching, testing, wildlife and client owned animals;
 - iii) critical research, facilities and equipment includes critical University assets and data and decomposable research material.
- c) Within thirty (30) days of the signing of this Agreement, the Employer will identify a number of positions which it deems sufficient to provide for continuous proper care of animals in the event of a work interruption, lockout, or legal strike. The Joint Committee will meet with a view to finalizing the list through the execution of a Memorandum of Agreement, and such agreement shall be effective until such time as a new Collective Agreement is signed.
- d) All persons so designated will be paid as per the Faculty Association Collective Agreement in effect immediately prior to the strike or lockout.

H6.5 Only essential care duties will be assigned to designated employees.

H-7 PRIVACY

H7.1 Data Collection and Use of Personal Information

- a) Personal information includes any information about an identifiable individual such as age, race, religion, financial information, Social Insurance Number, etc., and excludes employment/organizational information such as name, rank, employment status, title, business address, business telephone number.
- b) The University shall specify, at the time of collection, the purposes for which personal data are collected. The subsequent use of such data shall be limited to the fulfillment of those purposes or as may be determined by the Joint Committee.
- c) The University shall release a Member's data from files in the University's possession only as required for legitimate administrative needs, by law, this Agreement, or with the prior written consent of the Member.

H 7.2 Privacy Rights and Surveillance

- a) Members have the right not to be put under surveillance without being notified, though this right is limited by situations of danger and threats to the members of the University community or in cases of activities in contravention of the law. This right not to be watched by the Employer includes non-electronic surveillance, electronic eavesdropping or video cameras, and any kind of computer surveillance or other devices.

- b) Before posted surveillance devices are installed, the Employer will notify the Association of their location.
- c) The Parties recognize that the safety of employees, staff, students and the general public may require the violation of individual privacy through the installation of video cameras, audio recorders or other monitoring devices in public access areas of the campus such as parking lots, walkways, building entrances, exits and hallways. Any area subject to such surveillance must be identified by a posted notice to that effect.
- d) For greater clarity, university classrooms, other areas used for teaching purposes (not including space outside University buildings), Members' offices, work space and laboratories are not considered public access areas.
- e) The Parties agree that Members have the right to privacy in the contents of their personal and professional communications as they are being made using University services, and in the contents of the files Members maintain, whether these communications and files are on paper or in electronic form. The Parties undertake to respect and preserve that right using all reasonable measures. However, this clause in no way limits the right the Employer has to use material contained in the Employer's files, including communications to, from and concerning Members.

Signed at Charlottetown, Prince Edward Island this 9th day of May, 2011.

FOR THE EMPLOYER

J. H. Smith
Wayne (unc)
Peggy Lindsay

FOR THE ASSOCIATION

Betty Jeffery
Nola [unc]
Wayne Catchpole

SECTION I

APPENDIX A - Schedule of Faculty Salaries

1. Salary Scale Minima: July 1, 2010

<u>Step</u> (old)/new	<u>Lecturer</u>	<u>Assistant</u> <u>Professor</u>	<u>Associate</u> <u>Professor</u>	<u>Professor</u>
(2)/1	\$ 53,382	\$ 62,000	\$ 76,508	\$ 96,286
(3)/2	\$ 56,240	\$ 64,858	\$ 79,366	\$ 99,144
(4)/3	\$ 59,098	\$ 67,716	\$ 82,224	\$ 102,002
(5)/4	\$ 61,956	\$ 70,574	\$ 85,082	\$ 104,860
(6)/5	\$ 64,814	\$ 73,432	\$ 87,940	\$ 107,718
(7)/6		\$ 76,290	\$ 90,798	\$ 110,576
(8)/7		\$ 79,148	\$ 93,656	\$ 113,434
(9)/8		\$ 82,006	\$ 96,514	\$ 116,292
(10)/9		\$ 84,864	\$ 99,372	\$ 119,150
(11)/10			\$ 102,230	\$ 122,008
(12)/11			\$ 105,088	\$ 124,866
(13)/12			\$ 107,232	\$ 127,724
(14)/13			\$ 108,661	\$ 129,868
(15)/14			\$ 110,090	
(16)/15			\$ 111,519	

Note: Implementation of economic adjustments for Lecturer and Assistant Professor include an adjustment to the scale. Employees currently occupying Step 2 will be considered to be at Step 1 effective July 1, 2010, those at Step 3 will move to Step 2 etc.

APPENDIX A - Schedule of Faculty Salaries

2. Salary Scale Minima: July 1, 2011

<u>Step</u>	<u>Lecturer</u>	<u>Assistant Professor</u>	<u>Associate Professor</u>	<u>Professor</u>
1	\$ 53,916	\$ 62,620	\$ 77,273	\$ 97,249
2	\$ 56,803	\$ 65,507	\$ 80,160	\$ 100,136
3	\$ 59,690	\$ 68,394	\$ 83,047	\$ 103,023
4	\$ 62,577	\$ 71,281	\$ 85,934	\$ 105,910
5	\$ 65,464	\$ 74,168	\$ 88,821	\$ 108,797
6		\$ 77,055	\$ 91,708	\$ 111,684
7		\$ 79,942	\$ 94,595	\$ 114,571
8		\$ 82,829	\$ 97,482	\$ 117,458
9		\$ 85,716	\$ 100,369	\$ 120,345
10			\$ 103,256	\$ 123,232
11			\$ 106,143	\$ 126,119
12			\$ 108,308	\$ 129,006
13			\$ 109,752	\$ 131,171
14			\$ 111,196	
15			\$ 112,640	

APPENDIX A - Schedule of Faculty Salaries

3. Salary Scale Minima: January 1, 2012

<u>Step</u>	<u>Lecturer</u>	<u>Assistant Professor</u>	<u>Associate Professor</u>	<u>Professor</u>
1	\$ 54,455	\$ 63,246	\$ 78,046	\$ 98,221
2	\$ 57,371	\$ 66,162	\$ 80,962	\$ 101,137
3	\$ 60,287	\$ 69,078	\$ 83,878	\$ 104,053
4	\$ 63,203	\$ 71,994	\$ 86,794	\$ 106,969
5	\$ 66,119	\$ 74,910	\$ 89,710	\$ 109,885
6		\$ 77,826	\$ 92,626	\$ 112,801
7		\$ 80,742	\$ 95,542	\$ 115,717
8		\$ 83,658	\$ 98,458	\$ 118,633
9		\$ 86,574	\$ 101,374	\$ 121,549
10			\$ 104,290	\$ 124,465
11			\$ 107,206	\$ 127,381
12			\$ 109,393	\$ 130,297
13			\$ 110,851	\$ 132,484
14			\$ 112,309	
15			\$ 113,767	

APPENDIX B - Schedule of Librarian Salaries**1. Salary Scale Minima: July 1, 2010**

<u>Step</u>	<u>Librarian 1</u>	<u>Librarian 2</u>	<u>Librarian 3</u>	<u>Librarian 4</u>
(2)/1	\$ 47,208	\$ 55,539	\$ 69,535	\$ 86,197
(3)/2	\$ 49,902	\$ 58,233	\$ 72,229	\$ 88,891
(4)/3	\$ 52,596	\$ 60,927	\$ 74,923	\$ 91,585
(5)/4	\$ 55,290	\$ 63,621	\$ 77,617	\$ 94,279
(6)/5	\$ 57,984	\$ 66,315	\$ 80,311	\$ 96,973
(7)/6		\$ 69,009	\$ 83,005	\$ 99,667
(8)/7		\$ 71,703	\$ 85,699	\$ 102,361
(9)/8		\$ 74,397	\$ 88,393	\$ 105,055
(10)/9		\$ 77,091	\$ 91,087	\$ 107,749
(11)/10			\$ 93,781	\$ 110,443

Note: Implementation of economic adjustments for Librarian I & II include an adjustment to the scale. Employees currently occupying Step 2 of Librarian I & II will be considered to be at Step 1 of Librarian I effective July 1, 2010, those at Step 3 will move to Step 2 etc.

APPENDIX B - Schedule of Librarian Salaries

2. Salary Scale Minima: July 1, 2011

<u>Step</u>	<u>Librarian 1</u>	<u>Librarian 2</u>	<u>Librarian 3</u>	<u>Librarian 4</u>
1	\$ 47,680	\$ 56,094	\$ 70,230	\$ 87,058
2	\$ 50,401	\$ 58,815	\$ 72,951	\$ 89,779
3	\$ 53,122	\$ 61,536	\$ 75,672	\$ 92,500
4	\$ 55,843	\$ 64,257	\$ 78,393	\$ 95,221
5	\$ 58,564	\$ 66,978	\$ 81,114	\$ 97,942
6		\$ 69,699	\$ 83,835	\$ 100,663
7		\$ 72,420	\$ 86,556	\$ 103,384
8		\$ 75,141	\$ 89,277	\$ 106,105
9		\$ 77,862	\$ 91,998	\$ 108,826
10			\$ 94,719	\$ 111,547

APPENDIX B - Schedule of Librarian Salaries

3. Salary Scale Minima: January 1, 2012

<u>Step</u>	<u>Librarian 1</u>	<u>Librarian 2</u>	<u>Librarian 3</u>	<u>Librarian 4</u>
1	\$ 48,157	\$ 56,655	\$ 70,932	\$ 87,929
2	\$ 50,905	\$ 59,403	\$ 73,680	\$ 90,677
3	\$ 53,653	\$ 62,151	\$ 76,428	\$ 93,425
4	\$ 56,401	\$ 64,899	\$ 79,176	\$ 96,173
5	\$ 59,149	\$ 67,647	\$ 81,924	\$ 98,921
6		\$ 70,395	\$ 84,672	\$ 101,669
7		\$ 73,143	\$ 87,420	\$ 104,417
8		\$ 75,891	\$ 90,168	\$ 107,165
9		\$ 78,639	\$ 92,916	\$ 109,913
10			\$ 95,664	\$ 112,661

APPENDIX C - Schedule of Sessional Instructor Stipends

Sessional Instructors shall be paid a stipend for each course (3 contact hours) as follows:

	<u>Step 1</u>	<u>Step 2</u>
May 1, 2010 - April 30, 2011	\$4,925	\$5,025
May 1, 2011 - April 30, 2012	\$5,050	\$5,150

An increment to Step 2 is earned upon completion of teaching eight (8) courses (24 contact hours) at the University.

A maximum of four (4) courses (12 contact hours) taught prior to July 1, 2010 shall count towards determining the Step for a Sessional Instructor.

Sessional Instructors teaching a three (3) contact hour course for which there is a laboratory, where the laboratory meets for at least ten (10) weeks per term and the Member is present and teaching, the Member shall receive \$775 in addition to the Sessional Instructor Stipend.

APPENDIX D - Schedule of Clinical Nurse Instructor Hourly Rate of Pay

	<u>Step 1</u>	<u>Step 2</u>
July 1, 2010 - June 30, 2011	\$33.52	\$35.06
July 1, 2011 - December 31, 2011	\$33.86	\$35.41
January 1, 2011 - June 30, 2012	\$34.20	\$35.76

An increment shall be earned upon completion of each 1957 hours worked, exclusive of overtime. Hours worked from the date of employment at UPEI as a Clinical Nursing Instructor shall count towards the 1957 hours needed for the increment.

LETTER OF UNDERSTANDING #1

Between

THE BOARD OF GOVERNORS OF THE UNIVERSITY OF PRINCE EDWARD ISLAND
(The Employer)

- and -

THE UNIVERSITY OF PRINCE EDWARD ISLAND
FACULTY ASSOCIATION
(The Association)

RE: INTEGRITY IN RESEARCH AND SCHOLARLY WORK

The Parties to the Collective Agreement hereby agree to the following provisions with respect to the University Policy on Integrity in Research and Scholarly Work.

1. The Association shall be consulted as part of the regular triennial review of this policy and in any interim reviews authorized by the Senate or the Research Advisory Committee.
2. The advisor who accompanies a Member who is addressing the Investigative Committee (as per 4.6.7F of the Policy) may be a Member of the Association.
3. The University and the Members shall take such steps as may be necessary and reasonable to maintain confidentiality of all proceedings.
4. Formal disciplinary actions and appeals shall be undertaken in accord with the mechanisms outlined in this collective agreement.

Dated this 12th day of MARCH, 2004.

FOR THE EMPLOYER

W. L. Natanson

FOR THE ASSOCIATION

L. H. H. H.

LETTER OF UNDERSTANDING #2

between

THE BOARD OF GOVERNORS OF THE UNIVERSITY OF PRINCE EDWARD ISLAND (The Employer)

and

THE UNIVERSITY OF PRINCE EDWARD ISLAND FACULTY ASSOCIATION
(The Association)

RE: CANADA RESEARCH CHAIRS

1. Preamble

The Government of Canada has established the Canada Research Chairs Program to create outstanding research opportunities. The University and the Association wish to make these opportunities available. In order to do this within the provisions and the intent of the Agreement, the Parties hereby agree to amend some of the procedures outlined in the Agreement specifically between the Agreement and the procedures identified below, the procedures in this Letter of Understanding shall apply.

2. CRC Appointments

Appointments of Canada Research Chairs are made by the Board following recommendation by the President. A Canada Research Chair Application Review Committee (CRCARC) shall recommend a qualified and suitable candidate to fill a Canada Research Chair position allocated to the University. This written recommendation shall be presented to the President. Upon recommendation from a CRCARC, the President may recommend that a CRC nomination be prepared and submitted for consideration by the national CRC adjudication body.

Following successful adjudication at the national level, the President may recommend to the Board, appointment of the nominee with tenure or without tenure. The Board shall grant tenure if and only if a successful nominee has shown evidence of performance which meets the criteria for tenure as set out in Article E-2.

3. Canada Research Chair Application Review Committee (CRCARC)

The Vice-President, Research and Development, shall convene and Chair the CRCARC. The majority of members of the CRCARC shall be Faculty Members, including one (1) who is to be appointed directly by the President of the Association. The membership of the CRCARC shall be drawn from areas cognate to that in which the Chair is being sought. Committee members must be drawn from more than one Faculty.

The CRCARC shall determine its own procedures for calling nominations/applications, evaluation of nominations/applications, interview of candidates, and the determination of a recommendation to the President. The CRCARC may recommend that none of the nominees/applicants be considered for nomination and national adjudication.

4. Search Procedure

The University shall be informed in writing by the Vice-President, Research and Development that the process to nominate a CRC is being initiated. The Parties agree that it is desirable to have such notification as early as possible prior to nomination submission deadlines. A copy of this communication shall be sent to the Association at the same time it is provided to the rest of the University Community.

5. Responsibilities of Faculty Members

The holder of a Canada Research Chair shall have all of the responsibilities of a Faculty Member as described in Article A5; however, due to the funding arrangements for these positions, the following conditions apply to these positions.

The holder of a Canada Research Chair will be appointed to a Department of Record but may have responsibilities across academic departments/programs/Faculties. The responsibilities of the Canada Research Chair shall be determined by the appropriate Dean(s) and shall be determined with reference to the guidelines of the Canada Research Chair.

When a Canada Research Chair is considered for tenure or promotion, the appropriate committees and administrators that currently make decisions about promotion and tenure shall take into consideration that a Canada Research Chair has fewer responsibilities in the areas of teaching and administration.

When a Canada Research Chair leaves the position of Chair but remains in the University as a Faculty Member, the Chair remains a Member of the bargaining unit and either remains a member of the Department of Record or becomes a member of another department to which she or he is most closely academically affiliated. No other member shall be displaced from his or her position or have his or her privileges, secretarial support, technical support or benefits unreasonably reduced, or be displaced from the bargaining unit by the entry of a Canada Research Chair into a department/program.

6. Promotion

For purposes of promotion, the responsibility for recommendation rests with the Department Review Committee of the Department of Record, after having received the advice of any advisory body which may be associated with the Canada Research Chair. This advice from the CRC Program will be conveyed by the Vice-President, Research Development. In all other respects, the candidate's promotion application shall proceed according to Article E-2.

For the purposes of early promotion, a Member holding a CRC position will ordinarily be expected to show exceptional quality in one area-scholarly endeavours-in order to fulfill the duties of the CRC.

Where all the conditions in E2.3.2.3 and E2.3.2.4 have not been met in the case of a CRC position-holder seeking early promotion, the DRC and URC shall consider the following: 1) that the candidate's clearly superior scholarly endeavours output may compensate for lesser teaching/professional service and involvement in University service, or 2) that the candidate's clearly superior scholarly endeavours output may compensate for fewer than six (6) years of service as an Assistant Professor or six (6) years of service as an Associate Professor.

DATED this 12th day of MARCH, 2004.

FOR THE EMPLOYER

W. L. A. (Signature)

FOR THE ASSOCIATION

(Signature)

***NOTE:** In sub-section #5, reference to Article A5 is corrected to read Article A8*

MEMORANDUM OF AGREEMENT

Between

The Board of Governors of the University of Prince Edward Island
(the Employer)

- and -

The University of Prince Edward Island Faculty Association
(the Association)

Re Mandatory Retirement Bargaining Unit No. 1

WHEREAS the parties have successfully negotiated all the terms and conditions for a Collective Agreement for Bargaining Unit No. 1 covering the period from July 1st, 2010 until June 30th, 2012;

AND WHEREAS the parties acknowledge that a panel of the Prince Edward Island Human Rights Commission issued an Order on June 4th, 2010 that mandatory retirement was contrary to the *Human Rights Act*, RSPEI 1988, CAP.H-12 and ordered that the Employer refrain in the future from continuing the same or similar contravention, namely mandatory retirement.

AND WHEREAS the Employer sought a partial stay of the June 4th, 2010 Order of the Human Rights panel and was denied that stay by the Supreme Court of Prince Edward Island, Trial Division on February 28th, 2011;

AND WHEREAS the Employer has sought judicial review of the order of the panel of the Human Rights Commission and that judicial review application is currently pending before the Supreme Court of Prince Edward Island and it is anticipated by both parties that the outcome of the judicial review may be subject to further appeal.

AND WHEREAS the parties have agreed in the newly negotiated Collective Agreement that all references to mandatory retirement in Article B7 will be deleted.

At the request of the Employer the parties agree that after all judicial appeals and reviews are exhausted either party may seek to reopen negotiations of Article B7 during the currency of the Collective Agreement.

The parties further agree however that in the event Article B7 is re-opened by either party that unless agreement is reached otherwise between the parties, Article B7 as worded in the newly negotiated Collective Agreement will continue to be binding on both parties during the currency of the new Collective Agreement.

DATED at Charlottetown, Prince Edward Island, this 9th day of May, 2011.

For the Faculty Association:

Betty Jeffery

For the Employer:

Wade R. Carr

MEMORANDUM OF AGREEMENT

Between

The Board of Governors of the University of Prince Edward Island
(the Employer)

- and -

The University of Prince Edward Island Faculty Association
(the Association)

Re: Certification Order (File 01-001; Serial No. 09-01) dated August 2, 2001 and
Amended Certification Order (File 10-018; Serial No. 09-01) dated December 13th, 2010
Schedule "A"/Appendix 1

The Employer has requested a review of those persons excluded from teaching as a Sessional Instructor in a university degree credit course except in a limited, informal capacity provided that such contributions are incidental to their assigned duties and responsibilities, as more particularly detailed in Schedule "A" and Appendix 1 to Schedule "A" of the Certification Order.

The Faculty Association agrees to the establishment of a joint committee consisting of two members of the Faculty Association appointed by the Executive of the Association and two representatives of the Employer appointed by the Employer to review and consider whether any of the persons holding the following positions should be entitled to apply for sessional contracts to teach a university degree credit course:

- Director, Centre for Conflict Resolution
- Director, Computer Service
- Contract, Clinical Scientist
- AVC, Lobster Science Centre Lab Manager
- Pharmacist
- Operations Manager, Veterinary Teaching Hospital
- International Recruiting and Marketing Officer
- Coordinator Internship Program (Co-op)
- Counsellor
- Writing Centre Facilitator
- Coordinator of Practice Teaching (Faculty of Education)
- Coordinator, Animal Welfare Unit
- Dietetic Internship Coordinator

The joint committee shall report their recommendations to the Employer and to the Faculty Association and in the event the Employer and the Faculty Association are agreeable legal counsel for the Faculty Association shall draft the necessary documents to allow such persons agreed upon to apply for sessional contracts to teach a university degree credit course. Successful applicants shall become members of the bargaining unit of the Faculty Association for such purposes.

The parties agree that unless and until a formal agreement is executed by the Faculty Association and the Employer such persons shall remain excluded from contributing except in a limited, informal capacity to aspects of a degree course, provided such contributions are incidental to their assigned duties and responsibilities, as more particularly detailed in Schedule "A" and Appendix "1" to Schedule "A" of the Certification Order.

DATED at Charlottetown, Prince Edward Island, this 9th day of May, 2011.

For the Faculty Association:

Betty Jeffery

For the Employer:

Wade R. Lane

Serial No. 09-01



File No. 01-001

Decision No.

ORDER

IN THE MATTER OF THE APPLICATION FOR CERTIFICATION

BETWEEN:

UNIVERSITY OF PRINCE EDWARD ISLAND FACULTY
ASSOCIATION

APPLICANT

AND:

BOARD OF GOVERNORS OF THE UNIVERSITY
OF PRINCE EDWARD ISLAND

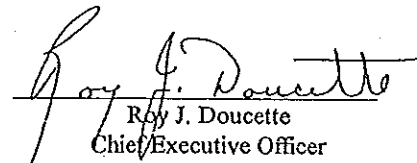
RESPONDENT

WHEREAS an application for Certification as bargaining agent of a unit of employees of the University of Prince Edward Island has been received by the Prince Edward Island Labour Relations Board under the *Prince Edward Island Labour Act*;

AND WHEREAS, following investigation and consideration of the Application for and of the submissions of the parties concerned, the Board has found the Applicant to be a trade union within the meaning of the *Prince Edward Island Labour Act* and has determined the unit described hereunder to be appropriate for collective bargaining and has satisfied itself that a majority of employees wished the applicant trade union to be certified as bargaining agent on their behalf;

NOW THEREFORE, it is hereby ordered by the Prince Edward Island Labour Relations Board that the University of Prince Edward Island Faculty Association, be, and it is hereby certified to be the bargaining agent for SEE ATTACHED SCHEDULE "A" employed by the Board of Governors of the University of Prince Edward Island in Province of Prince Edward Island.

ISSUED at Charlottetown, this 02nd day of August, 2001, by the Prince Edward Island Labour Relations Board and issued under the hand of its Chief Executive Officer.



Roy J. Doucette
Chief Executive Officer

PANEL:

Robert MacArthur, Chair
Ted Crockett, Member
Gerald Doyle, Member

Schedule "A"

All academic staff engaged in teaching in a university degree credit course and/or engaged in research, and all librarians, employed by University of Prince Edward Island. For greater clarity, academic staff includes term, probationary or tenured faculty, sessional lecturers, and clinical instructors.

Save and except,

- Deans
- Associate or Assistant Deans
- Those above the rank of Dean
- The University Librarian
- Persons acting in any above capacity for more than one month in any twelve month period
- Students, interns, residents, post doctoral fellows, and research associates
- Members of the Board of Governors
- Persons that are on leave, secondment, or exchange from another university or employer for a period of up to two years
- Positions covered by an existing collective agreement
- Persons who are primarily engaged in managerial, administrative, or contract professional functions, including, but not necessarily limited to those listed in Appendix I, and
- Those otherwise excluded by the Labour Act of Prince Edward Island

Note: The statement of scope above shall not prevent persons in excluded positions from contributing in a limited, informal capacity to aspects of a degree course, provided such contributions are incidental to their assigned duties and responsibilities.

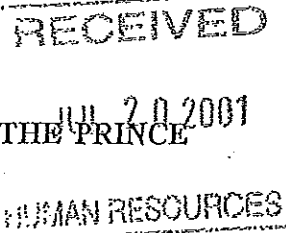
IN THE MATTER OF AN APPLICATION FOR CERTIFICATION, BEFORE THE PRINCE
EDWARD ISLAND LABOUR RELATIONS BOARD, FILE 01-001

BETWEEN:

The University of Prince Edward Island Faculty Association
("the Applicant")

and

The Board of Governors of the University of Prince Edward Island
("the Respondent")



RECEIVED

JUL 20 2001

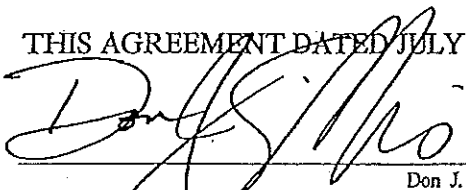
P.E.I. Labour
Relations Board

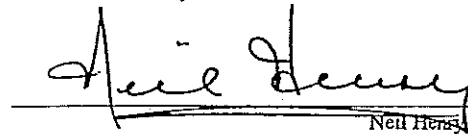
MINUTES OF SETTLEMENT

The parties have agreed to full and final resolution of all matters between them in respect of the Application for Certification filed February 23, in accordance with the following terms:

1. The parties agree to the bargaining unit description attached as Schedule "A", and agree that it is an appropriate bargaining unit for purposes of the Labour Act.
2. For the purposes of the Labour Relations Board in processing this Application for Certification, the parties agree to the List of Employees attached as Schedule "B".
3. The parties request that the Labour Relations Board determine whether a majority of employees in the agreed upon bargaining unit have indicated their desire that the Applicant be certified as bargaining agent, based upon the evidence before the Board.
4. In the event that a majority of employees support the Applicant, the parties agree to the certification of the Applicant as bargaining agent of the employees, and request that the Board issue a Certificate to the Applicant forthwith.

THIS AGREEMENT DATED JULY 20, 2001 AT CHARLOTTETOWN, PRINCE EDWARD ISLAND.


Don J. Gillis


Neil Hens


David C. Seeler


Peggy Leahey


Richard Kurial

FOR THE APPLICANT

FOR THE RESPONDENT

Schedule "A"

All academic staff engaged in teaching in a university degree credit course and/or engaged in research, and all librarians, employed by University of Prince Edward Island. For greater clarity, academic staff includes term, probationary or tenured faculty, sessional lecturers, and clinical instructors.

Save and except,

- Deans
- Associate or Assistant Deans
- Those above the rank of Dean
- The University Librarian
- Persons acting in any above capacity for more than one month in any twelve month period
- Students, interns, residents, post doctoral fellows, and research associates
- Members of the Board of Governors
- Persons that are on leave, secondment, or exchange from another university or employer for a period of up to two years
- Positions covered by an existing collective agreement
- Persons who are primarily engaged in managerial, administrative, or contract professional functions, including, but not necessarily limited to those listed in Appendix I, and
- Those otherwise excluded by the Labour Act of Prince Edward Island

Note: The statement of scope above shall not prevent persons in excluded positions from contributing in a limited, informal capacity to aspects of a degree course, provided such contributions are incidental to their assigned duties and responsibilities.

FACULTY ASSOCIATION APPLICATION FOR CERTIFICATION BARGAINING UNIT, APPENDIX 1

Title - Description

Director, Centre for Conflict Resolution
 Director, Development, Alumni Affairs and Public Relations
 Director, Advancement Services
 Accounting Manager
 Manager, Marketing and Communications
 Manager, Development & Gift Planning
 Manager, Animal Resources
 Manager, Aquatic Animal Resources
 Director, Veterinary Teaching Hospital
 Director, Institute of Island Studies
 Director, Lucy Maud Montgomery Institute
 Director, Human Resources
 Manager Diagnostic Svs
 Manager, Bookstore
 Project Manager, APHIN
 Director, Centre for International Education
 Registrar
 Comptroller
 Director, Athletics
 Director, Physical Plant and Security Services
 Director, Computer Services
 Director, Extension and Summer Sessions
 Assistant Director, Extension and Summer Sessions
 Manager, Food Residence and Conference Services
 External Relations Officer
 Media & Communications Officer
 Contract Fish Pathologist
 Coordinator of Operations for the Sports Centre
 Contract Clinical Scientist
 Laboratory Manager, AVC Lobster Science Centre
 Internat'l Student Advisor
 Finance Officer
 Budget & Staffing Officer, AVC
 Coordinator, Management Development Program for Women
 Pharmacist
 Operations Manager, Veterinary Teaching Hospital
 Employment Officer
 Benefits Officer
 Assistant Manager, Physical Plan
 Assistant to the President
 Purchasing Officer
 Liaison Officer, Domestic Recruitment
 International Recruiting and Marketing Officer
 Project Officer, Food, Residence and Conference Services
 Coordinator - Internship Program
 Assistant Manager, Security Services
 Career Development Specialist
 Counsellor
 Writing Centre Facilitator
 Industrial Technical Advisor (NRC)
 Coordinator of Practice Teaching (Faculty of Education)
 Contract Staff Veterinarian
 Contract Pathologist
 Coordinator, Animal Welfare Unit
 Contract Staff Veterinarian
 Dietetic Internship Coordinator
 Anaesthetist
 Manager, Radioisotope Lab./Univ. Radiation Safety Officer

FACULTY ASSOCIATION APPLICATION FOR CERTIFICATION
BARGAINING UNIT, APPENDIX 1

Title - Description

Contract Virologist

Wildlife Pathologist

Coordinator, Women's Centre

Serial No. 09-01



File No. 10-018

Decision No.

AMENDED CERTIFICATION ORDER

IN THE MATTER OF THE APPLICATION FOR CERTIFICATION

BETWEEN:

UNIVERSITY OF PRINCE EDWARD ISLAND FACULTY
ASSOCIATION

APPLICANT

AND:

BOARD OF GOVERNORS OF THE UNIVERSITY
OF PRINCE EDWARD ISLAND

RESPONDENT

WHEREAS an application for Certification as bargaining agent of a unit of employees of the University of Prince Edward Island has been received by the Prince Edward Island Labour Relations Board under the *Prince Edward Island Labour Act*;

AND WHEREAS, following investigation and consideration of the Application for and of the submissions of the parties concerned, the Board has found the Applicant to be a trade union within the meaning of the *Prince Edward Island Labour Act* and has determined the unit described hereunder to be appropriate for collective bargaining and has satisfied itself that a majority of employees wished the applicant trade union to be certified as bargaining agent on their behalf;

NOW THEREFORE, it is hereby ordered by the Prince Edward Island Labour Relations Board that the University of Prince Edward Island Faculty Association, be, and it is hereby certified to be the bargaining agent for SEE ATTACHED SCHEDULE "A" employed by the Board of Governors of the University of Prince Edward Island in Province of Prince Edward Island.

ISSUED at Charlottetown, this 13th day of December, 2010, by the Prince Edward Island Labour Relations Board and issued under the hand of its Chief Executive Officer.

Shawn M. Shea
Chief Executive Officer

PANEL:

Nancy Birt, Chair
Fraser MacDougall, Member
Michael Lund, Member

Appendix # 2

Schedule "A" (with proposed amendment in bold)

All academic staff engaged in teaching in a university degree credit course and/or engaged in research, and all librarians, employed by University of Prince Edward Island. For greater clarity, academic staff includes term, probationary or tenured faculty, sessional lecturers, and clinical instructors.

Save and except,

- Deans
- Associate or Assistant Deans
- Those above the rank of Dean
- The University Librarian
- Persons acting in any above capacity for more than one month in any twelve month period
- Students, interns, residents, post doctoral fellows; and research associates, **but notwithstanding the foregoing, these persons may teach as members of the bargaining unit pursuant to sessional instructor or term contracts**
- Members of the Board of Governors
- Persons that are on leave, secondment, or exchange from another university or employer for a period of up to two years
- Positions covered by an existing collective agreement
- Persons who are primarily engaged in managerial, administrative, or contract professional functions, including, but not necessarily limited to those listed in Appendix I, and
- Those otherwise excluded by the Labour Act of Prince Edward Island

Note: The statement of scope above shall not prevent persons in excluded positions from contributing in a limited, informal capacity to aspects of a degree course, provided such contributions are incidental to their assigned duties and responsibilities.

RECEIVED

NOV 16 2010

LABOUR RELATIONS
BOARD