

## **UPEIFA July 12, 2022 Proposed revisions to the Collective Agreement**

**Note:** Full Sections that have been agreed upon are not included in this package

### **SECTION A**

A-7	NON-DISCRIMINATION .....	5
A-9	RESPONSIBILITIES OF ACADEMIC LIBRARIANS .....	7
A-11	ASSOCIATION RIGHTS .....	1

### **SECTION B**

B-2	APPOINTMENT OF FACULTY MEMBERS .....	15
B-3	DEPARTMENT CHAIRS .....	22
B-4	DIRECTORS AND COORDINATORS OF INTERDISCIPLINARY ACADEMIC PROGRAMS. ....	26
B-5	RANK & APPOINTMENTS – LIBRARIANS .....	28

### **SECTION C**

C-1	LEAVES OF ABSENCE .....	36
C-5	PREGNANCY AND PARENTAL LEAVE .....	40
C-10	COMPASSIONATE AND BEREAVEMENT LEAVE .....	46

### **SECTION D**

D-1	SALARY .....	48
D-2	ADMINISTRATIVE RELEASE AND ALLOWANCES .....	48
D-3	OVERLOAD .....	49
D-5	GROUP BENEFITS .....	51
D-6	PROFESSIONAL DEVELOPMENT AND TRAVEL REIMBURSEMENT (PDTR) .....	53
D-7	START-UP FUNDING AND RESEARCH GRANTS IN LIEU OF SALARY .....	54

D-9	TUITION WAIVER .....	55
-----	----------------------	----

## **SECTION E**

E-1	EVALUATION OF TEACHING AND FACULTY REVIEW PROCEDURES .....	57
E-2	TENURE AND PROMOTION OF FACULTY .....	63
E-3	TEACHING DOSSIER .....	
E-7	PERMANENT APPOINTMENT AND PROMOTION OF LIBRARIANS .....	85

## **SECTION F**

F-2	GRIEVANCE AND ARBITRATION PROCEDURES .....	98
F-3	OFFICIAL EMPLOYEE FILE .....	101
F-5	TERM OF AGREEMENT .....	103

## **SECTION G**

G-1	SESSIONAL INSTRUCTORS .....	107
G-2	CLINICAL NURSING INSTRUCTORS. ....	115

## **SECTION H**

H-1	WORKLOAD .....	126
H-2	WORKING CONDITIONS.....	133
H-4	INTELLECTUAL PROPERTY (IP) .....	135
H-5	ASSOCIATION ACCESS TO INFORMATION.....	137

**SECTION I**

APPENDIX A – Schedule of Faculty Salaries .....	141
APPENDIX B – Schedule of Librarian Salaries .....	145
APPENDIX C – Schedule of Sessional Instructor Stipends .....	147
APPENDIX D – Schedule of Clinical Nurse Instructor Hourly Rate of Pay .....	148

## 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* subject to the Act or any grounds outlined in this article, including:

- race or colour;
- creed;
- ancestry;
- ethnic or national origin;
- place of birth;
- sex;
- sexual orientation;
- gender expression;
- gender identity;
- marital status;
- family status;
- disability;
- religion;
- clerical or lay status;
- age;
- source of income of any individual or class of individuals;
- language (except where the lack of language competence clearly prevents the Member from fulfilling their professional obligations and duties);
- political belief or affiliation;
- conviction of a criminal or summary conviction offense that is unrelated to employment or intended employment of the individual;
- the state of physical or mental health (except where the state of health clearly will prevent the Member from fulfilling their professional obligations and duties once accommodation for such disability, illness or incapacity has been made).

A7.2 **NON-RETALIATION:** 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 their 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, or on any of the above identified protected grounds.

A7.3 A Joint Equity Committee shall be established and maintained. The Joint Equity Committee shall be composed of three (3) representatives of the Association and three (3) representatives of the Employer. The Committee shall be chaired by one (1) of the Association representatives and one (1) of the Employer representatives. The Committee shall:

- a) Consider and recommend any policies and procedures for equity related matters; and
- b) Ensure with the Employer training on any such equity related policies, procedures, and practices for those Members on selection and renewal, tenure/permanency and promotion committees.
- c) Recommend policies and procedures to be used in an annual academic staff census that shall be conducted by the employer. The census will provide data on the state of Equity, Diversity and Inclusivity. Anonymized results will be reported by June 30 annually to the committee by the Employer. Analysis and recommendations based upon those results will be reported September 16 to the Faculty Association and the Employer.
- d) Review the results of an annual salary equity survey to be conducted by the employer. The committee will receive results, identify anomalies within the detailed results and these anomalies will be reported within ten (10) days to the member(s) in question, the Faculty Association and the Employer. The review shall include, but will not be limited to: appointments at rank, conditions of term contracts, and market differentials.

## 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.~~
- f) At the last meeting of the Library Council in the summer term, the members of the Library Council shall elect a Chair for a one (1) year term from among the Librarians holding permanent or probationary appointments.

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 last~~ meeting of the Library Council in the ~~fall~~ summer term, the members of the Library Council shall elect a secretary for a one (1) year term from among the Librarians holding permanent or probationary 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. If the University Librarian rejects the recommendations formally submitted by the Council, the University Librarian must

submit to the Council in writing, before the next meeting, a rationale, which will become part of the minutes.

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-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~~ have sole use of the faculty lounge in Main Building ~~in accordance with established practice. The University will continue to provide maintenance and upkeep of the facility and furnishings therein.~~ All room bookings for the Faculty Lounge will be made through, and arranged by, the Association. Bookings requested by the Employer for campus-wide functions such as convocation shall not be unreasonably withheld.
- 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~~ salary (including market differentials) 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.
- A11.9 Pending the approval of the Senate of the University of Prince Edward Island, the Employer will support the addition of the President of the Association as an *ex officio* member of Senate under Section 22 (1) of the *University Act* when the *University Act* is next opened for revision.
- A11.10 Pending the approval of the Senate of the University of Prince Edward Island, the President of the Association, or their designate, shall serve in a non-voting capacity on

the University of Prince Edward Island Senate until such time as an ex officio position is established for the Faculty Association President.

A11.11 The University agrees to:

- a) notify the Faculty Association within twenty (20) working days whenever the University requests that the University Act be opened for revision and/or is notified that the Act will be opened; and
- b) provide the Association with information concerning any proposed changes to the Act.

A11.12 The Employer shall ensure a minimum of two (2) people elected by the Members serve on the selection committee for the following senior administrative positions:

- President
- Vice President Academic & Research
- Vice President Administration & Finance
- Chief Information Officer

## **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 and Research, in consultation with Department, and the Dean, shall determine if a vacancy exists and the type of appointment, rank and qualifications desired.~~ The determination and prioritization of faculty staffing needs will be a collaborative process. The department Chairs, Directors or Coordinators in Interdisciplinary programs, or Deans in non-departmental faculties will consult with their respective Faculty Members to determine the staffing needs of the departments, academic programs or faculties.

B2.1.1 In consultation with Chairs in departmentalized faculties, Directors or Coordinators in Interdisciplinary programs, or Faculty Members in non-departmentalized faculties, the Deans shall prioritize the staffing needs that they have received from the Chairs or their respective Faculty Members. The Deans shall share their prioritized list of staffing needs with the Chairs, Coordinators or, in non-departmentalized faculties, their respective Faculty Members before the prioritization is finalized. The Deans will endeavour to reach a consensus with their faculty. The Deans will present their final prioritized staffing needs to the Vice-President Academic and Research.

B2.1.2 The Vice-President Academic and Research shall decide which staffing needs to fill taking into consideration the priorities presented by the Deans.

### B2.2 Types of Appointment and Student/Faculty Ratio

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

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

The Parties agree that a stable number of tenured and tenure-track Full-time Faculty Members serves to protect and advance the mission of the University. It is agreed that the ratio of students to faculty is a fundamental factor in sustaining the quality of the student experience and productivity of scholarly activity at the University. The Employer shall ensure that these ratios are met and maintained in each academic unit.

B2.2.1 The University agrees to calculate the student/faculty (FTES/FL) ratio in determining the required staffing in each academic unit. The determination of the maximum allowable FTES/FL ratio in each academic unit shall be made by consultation between the Dean and Members in each academic unit with due consideration of learning mode, clinical workload, professional service, program accreditation, internal reviews, national standards, scholarly endeavours, and other factors specific to the academic unit.

#### B2.2.2 Calculation of the FTES/FL ratio in each academic unit shall be as follows:

- a) FTES is defined as: the 3 academic year average of total undergraduate enrolments in all 3-credit hour courses offered by the academic unit for Fall, Winter and Summer plus the 3 academic year average of graduate course enrolments for the three terms. In the Library, the FTES shall use the course enrolments for all courses offered.

- b) FL is defined as: The 3 academic-year average of the sum of all full-time term, probationary and tenured Faculty Members or Librarians in the faculty or academic unit.

**B2.2.3 Procedure for determining of ratios: A Complement Review Committee (CRC) shall determine the maximum ratios in each faculty. The Committee shall be made up of The Dean or University Librarian and five (5) elected Faculty Members or Librarians from the faculty or academic unit. The CRC shall be chaired by a tenured Faculty Member or permanent Librarian. The CRC shall**

- a) provide annual reviews of the complement to the Dean or University Librarian.
- b) The Dean shall receive annual reviews of complement and implement any change of standards decided by the CRC and shall incorporate the decision for a revised FTES/FL ratio in preparing the prioritized list of vacancies presented to the Vice-President Academic and Research in accordance with B2.1
- c) The CRC recommendation for a revised FTES/FL ratio shall be communicated to the Vice-President Academic and Research and the revised FTES/FL ratio shall be applied to decisions for filling vacancies in accordance with B2.4.

**B2.2.3.1 Until the CRC provides and the VPAR implements alternative complement ratios, the FTES/FL ratios in each faculty will be no greater than:**

- a) AVC : 5:1
- b) Faculty of Arts: 25:1
- c) Faculty of Education: 8:1
- d) Faculty of Science: 25:1
- e) Faculty of Sustainable Design Engineering 20:1
- f) Library : 400:1
- g) Faculty of Business: 30:1
- h) Faculty Indigenous knowledge, education, research and applied studies 20:1
- i) Faculty of Nursing 6:1
- j) Faculty of Medicine 5:1

**B2.2.4 The Faculty Members within a department, the entire faculty within non-departmentalized faculties, or Librarians shall be the only people to determine how to prioritize the application of the correct number of FTE's in their program between Full-time and Part-time Members .**

### 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~~ Member.
- 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~~ it has been determined under B2.1 that a vacancy exists, and the Vice-President Academic and Research has determined in consultation with the Deans that the vacancy will be filled in accordance with B2.1, and how it is to be filled pursuant to B2.1 and/or B2.6, the Dean shall consult with Faculty Members to decide upon the type of appointment and 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 Research and in consultation with the Faculty 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 in 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 or Faculty in non-departmentalized units shall have a Selection Committee consisting of:
  - i) a minimum of three (3) Faculty Members elected by the Department or Faculty in non-departmentalized units, from within the Department or Faculty in non-departmentalized units, where numbers permit, and from outside the Department or Faculty in non-departmentalized units where necessary;
  - ii) one (1) Member from outside the Department or Faculty in non-departmentalized units 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 (the latter shall be a Faculty Member);
  - iv) up to two (2) more persons selected by the Faculty Members in the

Department or All Faculty members in non-departmentalized units (this includes any student or part-time Faculty Member 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 and Faculties are encouraged to include students and Part-time Faculty Members in the hiring process either by having a student and Part-time Faculty Members representative on the Selection Committee or by setting up a meeting with students, Part-time Faculty Members 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 of the Selection Committee 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).  
In addition to meetings and interviews with the Selection Committee, the short-listed candidate will meet with:
  - i) At least one of the Dean, President, Vice-President Academic and Research, or their designates
  - ii) The Faculty Association President or their designate

The Candidate will give and a public presentation (normally a lecture or performance). Faculty Members in the department shall be given an opportunity to meet the applicants. Where possible, other interested Faculty Members shall be given an opportunity to meet the applicant's candidate. The Faculty Association President or their designate shall be given an opportunity to meet with shortlisted candidates. The Dean shall provide the standard information package prepared by the Association and any additional information that the Dean considers appropriate to the candidate.

- j) The Selection Committee, through its Chair, will recommend the preferred candidate in writing to the Dean. The Selection Committee will also make a recommendation concerning the rank and salary step of the appointment, and, if applicable under Article B 2.3 (b), will recommend whether or not the candidate be appointed with tenure. The Selection Committee will include the curriculum vitae, letters of reference, and a brief explanation of its recommendations, with reference to the qualifications for the recommended rank and/or the qualifications for tenure, as appropriate, in Article E 2.3.
- 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 and Research.

- l) If the Vice-President Academic and Research agrees to support the recommendation, the Vice-President Academic and Research, in consultation with the Dean and the Chair of the Department Selection Committee ~~will~~ shall determine the terms of employment (rank, nature of contract, salary and other conditions of service) to be discussed by the Dean, or Chair of the Department where designated, with the preferred candidate. In cases where there are disagreements, the Vice-President Academic and Research will provide the Selection Committee with specific reasons for not agreeing with the recommendation of the Selection Committee within two (2) working days.
- m) The Dean, or Chair of the Selection Committee where designated, shall notify the preferred candidate in writing, with a copy to the Faculty Association, including the proposed terms of employment (rank, nature of contract, salary and other conditions of service). This written notification shall clearly state that it is a preliminary offer. The written notification shall give the candidate ten (10) days to respond. If the proposed terms of employment are not acceptable to the candidate, The Dean, or Chair of the Selection Committee, shall attempt to negotiate acceptable terms of employment.
- n) As soon as the Vice-President Academic and Research has been informed that the proposed terms are (or are likely to be) acceptable to the preferred candidate, the Vice-President Academic and Research 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.
- o) In the event that the Dean does not support the Selection Committee's recommendation, or the Vice-President Academic and Research does not support the Selection Committee's recommendation, or if the proposed rank and/or tenure status determined at step (B2.4l) differs from 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 Research within two (2) working days 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 and Research, who shall consider the cases of each side and make a decision within a week of receiving the recommendations. A copy of the decision will contain a detailed explanation and will be forwarded to the Dean, and the Selection Committee, and the Faculty Association.

## B2.5 Hiring Procedures for Interdisciplinary Faculty Members

Where the Employer it has been determined that a vacancy exists in an interdisciplinary area not already identified in B2.4-1, the hiring procedures shall be as follows:

- a) B2.4 a)-b) applies.



- b) The Dean of the appropriate Faculty shall establish an Interdisciplinary Selection Committee (ISC).
- c) In the case where the appointment involves or may involve more than one Faculty, the Deans of those Faculties shall jointly establish an ISC.
- d) In consultation with the Chairs Faculty Members of their respective Faculties, the Deans shall draw up a list of cognate Departments and/or Programmes.
- e) Each cognate Department or Programme shall choose at least one Member to serve on the ISC. Departments or Programmes may choose to elect their representative(s). The minimum number of Faculty Members on the ISC shall be four (4).
- f) The Chair of the ISC shall be elected from the Faculty Members of the ISC by the members of the ISC.
- g) The ISC shall determine its own procedures for calling nominations/applications, subject to the minimum conditions of B2.4 c).
- h) If, after nominations/applications have been received, the ISC determines that its assessment and selection process will be improved by the inclusion of an additional Member or Members with particular expertise, or by the inclusion of a student representative, the ISC shall so advise the Dean(s). The Dean(s) shall then invite another cognate Department(s) or the Librarians, as appropriate, to choose at least one member to serve on the ISC. The UPEI Student Union shall choose the student representative, if so required.
- i) The ISC shall follow the hiring procedures outlined in B2.4 g)-d). In cases where Deans have jointly established the ISC, the term Deans should replace Dean in B2.4 g)-d).
- j) Prior to sending a recommendation regarding a preferred candidate to the Vice-President Academic and Research, the Chair of the ISC and the Deans(s) will consult with the Department and/or Programmes within which the preferred candidate would most likely be appointed. The Departments (or in Faculties without Chairs, the Faculty Members in non-departmentalized Faculties shall have the right to accept or reject the appointment to their Department or Faculty.

## B2.6 Term Appointments

Full-Time and Part-Time Term appointments may be made offered for varying periods of time up to and including between six (6) to thirty- six (36) months. The Member may negotiate for a term shorter than six (6) months.

- a) Term appointments are appointments established for a specific period of time, but they shall not exceed three successive term contracts that add up to at least 36 non-interrupted months in the same or in a substantially similar term position.

- b) Term appointments may be extended or renewed. The total length of the non-interrupted appointment may not exceed three successive term contracts that add up to at least 36 non-interrupted months in the same or in a substantially similar term position.
- c) Once a Member has served at least three successive term contracts that add up to at least 36 non-interrupted months in the same or in a substantially similar term position, and they were originally hired or renewed through a formal Hiring process, the Member shall be offered a choice to have their appointment converted to a probationary one, and some or all of time spent in the consecutive term appointments may, at the choice of the member, be counted towards eligibility to apply for tenure.
- d) If the member elects to not be converted to a probationary appointment under B2.6c), their next appointment shall be considered a new term appointment in accordance with B2.6a).
- e) For the purpose of Article B2.6, a break in employment of four (4) months or fewer shall not be considered an interruption in the period required for conversion to a probationary appointment.
- f) Where Term Appointments are established to backfill faculty service duties, the period of appointment may be extended (in consultation with the Member in the backfilled position) beyond the three (3) years specified in B2.6 a) and b). The University will notify the Member and the Association of such extensions.
- g) For recurring term appointments, contract renewals shall be presented to members no later than four (4) weeks prior to the start date of that contract.

B2.7 The Parties agree that a stable complement of tenured and tenure-track Full-time Faculty Members serves to protect and advance the mission of the University. The Parties commit to maintaining a stable complement of tenured and tenure-track Full-time Faculty Members in accordance with B2.2. In recognition of this commitment, 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—that~~, 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.

## B2.8 Replacements

~~Where it has been determined by The Dean, in~~ shall consultation with the Chair or the Faculty Members in non-departmentalized Academic Units, to determine that a Member

on leave of absence will be replaced, ~~the Vice President Academic and Research, in consultation with the~~ Dean, and the Department through the Chair ~~or the Faculty Members in non-departmentalized Academic Units~~, will determine the means of replacement taking into consideration such factors as workloads of department Members ~~and~~ 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'~~ twelve (12) 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'~~ six (6) months' duration.
- c) Contracts for a full-time replacement requested to teach for more than one (1) consecutive academic year shall ~~normally~~ be ~~of~~ at least twelve (12) months' duration.
- d) ~~If the University issues contracts shorter than those described in a) to c), the Vice President Academic and Research will send a written statement of the circumstances and reasons surrounding the action in each case to the President of the Faculty Association. The University shall not issue contracts shorter than those described in B2.8 a), b) and c).~~

~~B2.9 Term appointments of less than twelve (12) months shall be filled according to the Vice President Academic and Research's direction, in consultation with the relevant Department through the Chair, and Dean.~~

B2.10 Term appointments ~~of twelve (12) months or more~~ shall be filled in accordance with the process described in B2.4 or B2.5.

B2.11 Term appointments do not imply that the Faculty Member is on probation for a permanent appointment ~~except under the conditions in article B2.6~~.

B2.12 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 in keeping with article B2.6.

#### B2.13 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 or substantially similar 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 Agreement 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).

- c) "Substantially similar position" shall be defined for the purpose of this agreement as a situation where the Member has performed duties in teaching or research that normally would be considered equivalent between positions (for example, teaching courses in the same or a closely related program within the same faculty).

#### B2.14 Procedures for Renewal Appointments

- a) The University, through the appropriate Dean, The Chair, or Dean in non-departmentalized faculties, shall consult with the Members to determine whether indicates that an existing term position will be continued or extended in its usual budgetary approval processes.
- b) The Faculty Member currently occupying the same term position is given the right of first consideration and asked whether they wish to apply be renewed for that same position. If the Member currently occupying the same position declines, another Member occupying a substantially similar position, as per Article B2.13 c), shall be asked whether they wish to apply for the position. If there is more than one Member occupying substantially similar positions, the Dean in consultation with the department and Full-Time Members shall decide the order of precedence.
- c) The Chair, or Dean in non-departmentalized Faculties, shall create a Term Appointment Review Committee. The Faculty Members of the Review Committee Faculty Members of the Department, Faculty Members within a non-departmentalized Faculty or Faculty Members of an Interdisciplinary Academic Program shall then meet and discuss the candidacy of the Faculty Member up for renewal.
- d) They may request information about a Faculty Member's performance and interview the candidate as a group. The Department or all Committee Members, 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.
- e) If a Member is not renewed, the Dean shall include reasons in the letter. If the Member is not renewed they shall have the right to appeal. A notice of appeal shall be made by the Member in writing within five (5) days of the Member learning of the decision. Upon receipt of a notice to appeal by the Member, the Dean of the Faculty shall create a Term Appointment Renewal Appeals (TARA) Committee. While the appeal is in process, the Dean shall not hire any replacement for the position. The TARA Committee shall be composed of five (5) members wherein four (4) shall be Faculty Members from cognate academic areas and one (1) shall be appointed by the Faculty Association. The TARA Committee shall elect its Chair from its membership. The Member shall have

twenty (20) days from the date of the Dean's receipt of the notice to appeal in which to submit a written argument for the appeal. The TARA Committee shall meet no later than ten (10) days after receiving the Member's argument. The Member shall have the right to address the TARA Committee if they so wish. The TARA Committee's decision shall be forwarded to the Vice President Academic and Research for a final decision.

#### B2.15 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.

#### B2.16 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 except where the extension conflicts with B2.6.

#### B2.17 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.

#### B2.18 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.

#### B2.19 Approval Process for Change of Status

Faculty Members wishing to apply for a reduced appointment, pursuant to B2.17 or B2.18, are subject to the following procedure:

- a) an application must be made to the Vice-President Academic and Research, 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 and Research, 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 and Research 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 within five (5) working days.

- g) The Faculty Association will receive a copy of the official notification of change status provided to the Faculty Member.

#### B2.20 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 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, or B2.5, as applicable, except for the Canada Research Chair(s) or equivalent programs.

## B3 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) **Chairs shall receive course release and compensation, as detailed in D2.1.**
- d) 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)
  - i) 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.
    - ii) If, after the process, there are no candidates (including the incumbent Chair) the process will be repeated one time. If there remains no candidates, the process in B3.3 m) shall be followed.
- 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 and Research 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) an Assistant Vice-President who is a member of the department;
  - iv) an Associate Dean who is a member of the department;



- v) all Faculty Members in the department, including those who are on leave at the time of the election; **and**
  - vi) **one (1) Part-Time representative, for every three (3) Part-time Faculty Members with appointments less than 9 contact hours per year, and**
  - vii) 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. In the event of a tie between two remaining candidates, a second vote shall be conducted before a deadlock is declared.
  - 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 and Research.
  - j) The Dean will forward to the Vice-President Academic and Research an assessment of the Elective Committee's recommendation.
  - k) The Vice-President Academic and Research shall have the power of refusal, and shall be required to give a full statement of their 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 and Research, it will be forwarded for presentation to the Board.
  - l) If the Department is deadlocked on making a recommendation to the Vice-President Academic and Research regarding the choice of Chair, the Vice-President Academic and Research 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 and Research, 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~~ **Liaising on** 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; **and**
- ~~i) Advising students regarding graduate work; and~~
- j) ~~Keeping~~ **Accessing** 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 following consultation with the Faculty Member. The Chair will consult with the Dean on the workload of their department.

The Dean shall determine if the teaching workload is equitable and fair. In the event that it is not, the Dean will not approve the teaching workload;

- e) Assigning clinical duties where appropriate following consultation with the Faculty Member. The Chair will consult with the Dean on the workload of their department. The Dean shall determine if the

clinical duties are equitable, reasonable, and fair. In the event that it is not, the Dean will not approve the clinical duties;

- 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) Organizing the times at which department Faculty Members will be available for consultation with students concerning course selection;
- j) Meeting with Department Faculty Members ~~yearly~~ **regularly** 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 an Acting 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; **and**
- 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 all interdisciplinary academic programs established by Senate that are either interdisciplinary or housed within an existing Department, School, or Faculty. The duties and responsibilities of Directors or Coordinators shall be equivalent in all respects to those of Department Chairs as described in B3 and elsewhere in this Agreement.

##### B4.2 Eligibility for Directors And Coordinators

- a) The Directors And Coordinators normally shall be chosen from within the Academic Unit. All Faculty Members of the Academic Unit, except an incumbent Director And Coordinator completing two (2) or more successive terms, shall be regarded as candidates for Directors And Coordinators. Those who do not wish to stand for Directors And Coordinators 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.
  - ii) If, after the process, there are no candidates (including the incumbent Directors And Coordinators) the process will be repeated one time. If there remains no candidates, the process in B4.XXX shall be followed.
- b) An incumbent Directors And Coordinators may stand for a third or subsequent consecutive term only if no other member of the Academic Unit is willing to stand or able to achieve majority support.

##### B4.2 Selection

- a) Directors and or Coordinators of Interdisciplinary Academic Programs shall be chosen from the Departments Academic Units 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, an Assistant Vice-President who is a member of the program, an Associate Dean who is a member of the program, all the members of the coordinating committee, where one exists, 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 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 there were no eligible internal candidates and 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 Elective Committee (as defined in B4.2a) 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 of the Academic Program is appointed to an Academic Department ~~in addition to the Interdisciplinary Academic Program~~, the academic appointment process shall include consultation with the Department, School, or Faculty.

#### 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. Where a the coordinating committee of the interdisciplinary program exists, it 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 duties following consultation with the Faculty Member. Directors and Coordinators will consult with the Dean on the workload of their program. The Dean shall determine if the teaching workload is equitable and fair. In the event it is not, the Dean will not approve the teaching workload.

#### B4.6 Scope of Responsibility

~~Except where noted above,~~ The duties of the Directors and Coordinators of Interdisciplinary Academic Programs will be based on the Duties of The Chair, as outlined in Article B3.4 as appropriate in each individual case. In non-Departmentalized Faculties and Schools, program Directors or Coordinators will serve the same function as a Department Chair.

## 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 permanent 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 and Research, 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 and Research'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, probationary Librarians may be elected by the permanent Librarians or 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 and Research, 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. While making this determination and throughout the hiring process, management must exercise its rights in a way that is fair, reasonable, and equitable.
- b) Upon the University Librarian's recommendation to the Vice-President Academic and Research that the Library position be filled, and upon the Vice- President Academic and Research'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 Research 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 President or their designate shall be given an opportunity to meet with shortlisted candidates. The University Librarian shall provide the standard information package prepared by the Association and any additional information that the University Librarian considers appropriate to the candidate.
- g) The LAC, through its Chair, will recommend the preferred candidate in writing to the University Librarian. The LAC will also make a recommendation concerning the rank and salary step of the appointment, and, if applicable, will recommend whether or not the candidate be appointed with permanency. The LAC will include a brief explanation of its recommendations, with reference to the qualifications for the recommended rank and/or the qualifications for permanency, as appropriate, in Article E 7.
- 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 and Research;

- i) If the Vice-President Academic and Research agrees to support the recommendation, the Vice-President Academic and Research 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) The University Librarian shall notify the preferred candidate in writing, with a copy to the Faculty Association, including the proposed terms of employment (rank, nature of contract, salary and other conditions of service). This written notification must clearly state that it is a preliminary offer. The written notification must give the candidate three (3) weeks

- k) As soon as the Vice-President Academic and Research has been informed that the proposed terms are (or are likely to be) acceptable to the preferred candidate, the Vice-President Academic and Research will forward the LAC's

recommendation with all supporting material to the Board for approval, or they will make the decision if within the Vice-President Academic and Research's authority.

- l) In the event that the University Librarian does not support the LAC's recommendation, or the Vice-President Academic and Research does not support the LAC's recommendation, or if the proposed rank and/or permanency status at step (j) differs from the LAC's recommendation, the LAC will be given an explanation of the action of the University Librarian or the Vice-President Academic and Research 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 and Research, 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.
- m) 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 they wish 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. Any further extensions must follow the procedure in B5.12.

#### 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 Vice-President Academic and Research, 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 Vice-President Academic and Research 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 Vice-President Academic and Research 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.

## 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 their former rank and step as provided for under this Agreement. There will be no increase in the Member's workload following a leave to make up duties not assigned or not performed because of such leave.
- C1.3 The period of a Member's leave shall be included in the calculation of their length of service for seniority purposes, except for those leaves ~~which that~~ 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.
- C1.5      The University shall ensure that full-time positions are created to backfill for clinical professionals on leave, so clinical service is not disrupted. The University will maintain a complement of clinical professionals sufficient to provide core services as defined within the curriculum.

## C-5 PREGNANCY AND PARENTAL LEAVE

C5.1 A pregnant Member shall be entitled to seventeen (17) weeks Pregnancy Leave. The seventeen (17) week pregnancy leave may be taken any time during the period that begins thirteen (13) weeks before the expected date of birth and ends seventeen (17) weeks after the actual birth date.

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 (1) week, one hundred (100) percent of the Member's nominal salary;
- b) for up to an additional ~~fifteen (15)~~ sixteen (16) 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 their nominal earnings for the period of their 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 their pregnancy or because of a birth, still birth, or miscarriage.
- c) When the employee is to return to work from the pregnancy leave, they 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)~~ twelve (12) 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 their 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

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.

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)~~ seventy eight (78) 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~~ sixty-two (62) weeks. Total combined maternity and parental leave for one parent cannot exceed seventy-eight (78) weeks. Parental leave for the parent not taking maternity leave cannot exceed sixty-two (62) 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)~~ 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)~~ nine (9) weeks.

C5.8.3 During the full period of parental leave, or for ~~thirty-five (35)~~ sixty-two (62) 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 their 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 parents may share up to seventy-one (71) weeks of parental leave. Parents have the option of taking their parental leave at the same time, or one after the other, as long as the total combined maternity plus parental leaves does not exceed eighty-eight (88) weeks.

#### C5.9 Notice Required for Parental Leave

C5.9.1 A Member shall give written notice to the University of their 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-10 COMPASSIONATE, AND BEREAVEMENT AND CAREGIVER LEAVE

C 10.1 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 pay and benefits for a period of not more than ~~five (5)~~ seven (7) 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)~~ five (5) working days.

C10.4 Where a funeral takes place outside Prince Edward Island, the compassionate leave may be extended by a maximum of an additional ~~three (3)~~ five (5) working days to allow travel time.

C10.5 A Faculty Member or Librarian shall be granted ~~one (1)~~ three (3) working days of compassionate leave for funeral duties or for attending the funeral of any second degree relative not specified in C10.3.

C10.6 A Member who is the primary caregiver shall be granted leave or family caregiver leave in accordance with the provisions below, to care for critically ill or injured persons.

a) A Member who is the primary caregiver for a critically ill or injured person of any age shall be entitled to a leave for up to twenty-eight (28) weeks.

c) A Member who is the primary caregiver for a critically ill or injured person under the age of eighteen (18) years shall be entitled to a leave for up to thirty-seven (37) weeks.

C10.6.1 Qualifying family members shall include all persons outlined under the Employment Insurance Compassionate Care Benefits and Family Caregiver Benefit, which include, but are not limited to, a spouse or common-law partner, parent, child, relative.

C10.6.2 The Employer shall provide a benefit to a maximum of three (3) weeks in accordance with the following:

a) The Member must apply for and be eligible to receive the Employment Insurance Compassionate Care Benefits or Family Caregiver Benefit and provide documentation indicating the amount of EI benefit approved;

- b) The benefit payable by the Employer shall be an amount which combined with the EI benefit shall equal 100% of the Member's gross salary at the commencement of the leave.

C10.6.3 During the full period of caregiver leave, 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 caregiver leave.

C10.6.4 A Member requesting leave or family caregiver leave shall inform their Chair (or Dean or University Librarian, as appropriate) as soon as possible, stating the anticipated length of the time of the leave. In an emergency, an application may be made by telephone (to be confirmed in writing) where the particular circumstances warrant.

C10.6.5 When a member returns from leave during the Fall or Winter term, their individual teaching assignments shall be agreed upon by the member and their Department Chair (or Dean or University Librarian, as appropriate).

**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". Part-time Faculty appointments will be pro-rated salary in accordance with Appendix "A", Schedule of Salary Minima~~
  - 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 provided in this Agreement, Faculty and Librarian Members inclusive of Clinical Nursing Instructors and Part-time Faculty 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 inclusive of Clinical Nursing Instructors and Part-time Faculty 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 inclusive of Clinical Nursing Instructors and Part-time Faculty 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.

## D-2 ADMINISTRATIVE RELEASE AND ALLOWANCES

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

c) Chairs of academic departments with fifteen (15) or more full-time faculty FTE shall be entitled to release time equivalent to three (3) three (3) contact hour credit courses per year plus an administrative allowance of three thousand two hundred dollars (\$3,200) per annum, 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:

i) an administrative allowance of six thousand dollars (\$6,000) per annum, pro-rated to the period of their respective terms as Chair, and

ii) six thousand dollars (\$6,000) allotted annually to career and professional development which can be carried over to maximum of three years, and will be administered by the Dean.

iii) release from their regular Faculty and department responsibilities equivalent to 0.2 FTE per annum.

e) Coordinators or Directors of Interdisciplinary Academic Programs shall be entitled to release time equivalent to one (1) three (3) contact hour credit course per year.

f) The specific details of any course release will be determined between 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 months or more shall be eligible for the applicable contact hours and any allowance, pro-rated to the time during which they are serving in the acting capacity.

h) The University will provide funding for replacement instructors for all course releases assigned to Chairs, Directors, and Coordinators.

D2.2 In the event that a full-time Faculty Member assumes the role of the Director of the Webster Centre, they shall be entitled to a half-time release from their regular faculty and departmental responsibilities, with the expectation that they will continue to teach during their term as Director, and devote half of their 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, they, ~~at the discretion of the Dean,~~ will be entitled to an administrative release from their regular Faculty and departmental responsibilities.

D2.4 Effective date of signing, 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 these associations, up to a maximum of five hundred dollars (\$500) per annum.

### D-3 OVERLOAD

- D3.1 Subject to Article H1.9, 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 remunerated in accordance with Appendix C, Schedule of Sessional Stipends, Step 1 Step 3.
- 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) 0.88% of step 1 of the assistant professor scale. When a cancellation occurs after teaching has already begun, the Faculty Member shall receive a pro-rated stipend or five hundred dollars (\$500) 0.88% of step 1 of the assistant professor scale, whichever is greater.
- D3.4 Each Member who is asked to be on call and available for the provision of emergency veterinary clinical or diagnostic services shall be remunerated at the rate of one hundred and fifty dollars (\$150) 0.32% of step 1 of the assistant professor scale 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 0.065% of step 1 of the assistant professor scale for each day during which the Member is on call for all or part of the day.
- D3.5 Each Member who provides emergency veterinary clinical or diagnostic 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) 0.19% of step 1 of the assistant professor scale per hour (billable) spent directly involved in providing the service.

## 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. It 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. Each Committee member shall serve for a three (3) year term with appointments from each of the Parties staggered so that the Committee retains at least two (2) members from the previous year. Members may be re-appointed for consecutive terms.
- c) Recommendations of the Joint Benefits Management Committee will require agreement between the Employer and the Association, or as may be required by law.

### D5.4 Group Life Insurance ( Group Life) and Accidental Death and Dismemberment Insurance (AD&D)

- 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.
- c) 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.

- d) 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.
- e) 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

- D5.5
- 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. However, any eligible Member who retires on or after July 1, 2017 shall pay 45% of the cost of such benefits.
  - e) The coverage provided by the Supplementary Health Care Plan shall be those in place as of June 30, ~~2016-2022~~, subject to any subsequent changes made thereafter. In addition, minimum coverage shall also include, but not be limited to, vision care, dental care, psychological counseling, addictions counseling, dietician counselling, and physiotherapy care.
  - f) The cost of the premium for the Supplementary Health Care Plan and EFAP shall be shared on the basis of:

37.5% Employee/ 62.5% Employer

#### Long Term Disability (LTD)

- D5.6
- a) Subject to insurability, participation in this Plan is mandatory for eligible Members.

- b) All Faculty Members, Librarians and Clinical Nursing Instructors with tenured, probationary or permanent appointments are eligible.
- c) 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.
- d) Members shall pay one hundred percent (100%) of the premiums for Long Term Disability Insurance coverage through payroll deductions.

#### Fitness Benefits

- D5.7 a) Members shall have access to a fitness spending account of 0.38% of step 1 of the assistant professor scale per year. The account will be available for the purchase of fitness equipment, sports club memberships, and/or enrolment in health and fitness promotion classes of the Members' choice.
- b) Members shall have free membership and full access to the UPEI Sports Centre and the Bell-Aliant Aquatics facility.

#### On-Campus Childcare

- D5.8 a) Members shall have priority accommodation for dependent children in the Campus Kids Daycare Centre. The Employer shall build capacity on campus to provide spaces within the academic year for accommodation of Members' dependent children at a per-day cost in accordance with provincial legislation.

## D-6 PROFESSIONAL DEVELOPMENT AND TRAVEL REIMBURSEMENT (PDTR)

- D6.1 a) Probationary and tenured Faculty Members and probationary and permanent Librarians and probationary and Term CNIs shall receive the Professional Development and Travel Reimbursement (PDTR).
- b) Term Faculty Members and Term Librarians and Term CNIs 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 one thousand seven hundred dollars (\$1700), 3.77% of Step 1 of the Assistant Professor scale per annum.

D6.3 Faculty Members and Librarians shall receive reimbursement of PDTR claims within thirty (30) calendar days after ~~upon~~ presentation of original receipts. Any portion that is not claimed in a given year shall be carried forward ~~for three (3) years~~.

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.

Members submit expenses directly to accounting without need for approval from a supervisor and/or Dean and/or University Librarian.

D6.5 Members shall have access to the Employer's preferred suppliers of goods and services at any preferential rates the Employer receives, provided they are claimable as valid expenses as listed in D6.4.

D6.5.1 Members shall be able to use standard University purchase order processes in the expenditure of PDTR funds when ordering through those suppliers.

- D6.56 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 and new probationary Librarians shall be provided with a twenty five hundred dollar (\$2500) start up research grant equal to 5.27% of the minimum salary scale for assistant professor in accordance with Appendix "A".

D7.2 A Faculty Member or Librarian may request a portion of their 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. 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, Academic Research and Development. The tax status of expenditures under the research grant is the sole responsibility of the Member receiving the grant.

D7.3 All Members shall have ability to apply for a grant in aid of scholarly endeavours or teaching. Applications shall be short-form with monthly deadlines, and awards decided within 20 days of application. The pool of research funds shall annually be assessed and an amount allocated in each year to maintain a minimum success rate for applicants of 80%. Grant awards shall be in any amount up to a maximum of \$5000 per grant. Use of funds shall be inclusive of all valid expenses as typically allowable under tri-council granting policies and can be held by the recipient for up to three (3) years.

## D-9 Tuition Waiver

### D9.1 The Spouse and Dependant(s) of:

- a. Tenured Faculty Members
- b. Tenure Track Faculty Members
- c. Permanent Librarians
- d. Probationary Librarians
- e. Probationary CNIs
- f. Permanent CNIs
- g. Full-time Faculty Members, Librarians and CNIs on term contracts of one year or more
- ~~h. Full-time Faculty Members, Librarians and CNIs on term contracts of less than one year who complete after July 1, 2016 three consecutive years of terms (i.e., by no earlier than July 1, 2019).~~
- i. Part-time Instructors including sessionals, pro-rated.

shall be eligible to apply for a fifty (50) percent tuition discount for all tuition and fees for courses offered by UPEI in any undergraduate or graduate program. The waiver shall be calculated based on the cost of a regular undergraduate or graduate course, including fees and international student fees (if applicable) to a maximum lifetime total of 120 credit hours per student.

D9.2 Permanent part-time CNIs on an appointment of less than twelve (12) months, their Spouse, and Dependants shall be provided a waiver of tuition and fees for all courses offered by UPEI in any undergraduate or graduate program. The waiver shall be calculated as follows: for part-time appointments of less than twelve (12) months, a waiver pro-rated according to the number of months contracted, to a maximum of fifty (50) percent, applicable within the same academic year.

D9.3 "Spouse" shall mean a person who either is legally married to a Member or cohabits with the Member for at least 12 months in a conjugal relationship.

D9.4 "Dependant(s)" are defined as those individuals for whom the Member is eligible to claim tax credit under the Income Tax Act.

## 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 or 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 their 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 they believe 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 or 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

The parties agree that Student Opinion of Teaching Surveys (SOTS) provide information about teaching performance, and they recognize that these surveys are biased. This fact must be taken into consideration when the results of SOTS are used for any process in this agreement.

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 their Department Chair (or in Faculties without Chairs, and 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 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 and shall be used by the Member for any purpose solely at the Member's own discretion.
- 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 requested by either party, the Questions Committee shall be constituted with seven (7) members: the Vice-President Academic and Research, four (4) Faculty Members appointed by the Association, and two (2) members of Senate elected by Senate. The Vice-President Academic and Research 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.
  - e) The Questions Committee shall endeavour to complete its work in four (4) months but will be expected to work until the review is

completed;

- f) 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 their 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 ~~non-departmentalized faculties~~ ~~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 a) 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.
- b) By May 31 in their second (2<sup>nd</sup>) year of appointment, non-tenured Faculty Members in departmentalized faculties shall provide to their Dean: a current curriculum vitae and a concise, written report of their activities as Faculty Members for the past two years.
- c) By May 31 every third (3<sup>rd</sup>) 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 who has received the report 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 non-departmentalized faculties the Faculty of Education, the School of Business, and the School of Nursing, this is the Vice-President Academic and Research'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 graduate 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: but not limited to Indigenous forms of knowledge and ways of knowing as acknowledged by relevant Indigenous communities or scholars; or professional experience and qualifications; and or 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 in the language(s) of the candidate's choice. Evidence of scholarly endeavours includes the following:
  - i) print or electronic publications, regardless of the language of publication or distribution, 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. Recognition that community-based research provides relevance, depth, and validity to a Faculty Member's teaching, scholarship, and service:

- iii) intellectual and creative endeavours including, but not limited to: research carried out using traditional knowledge, such as but not limited to Indigenous knowledge, and the practical applications or dissemination of such research, generally or specifically through the engagement with various communities; designing, developing, and conducting research projects; success in obtaining research and publication funding; unpublished work (or work in progress or partially finished, or presentations); presentations and manuscripts submitted or in press 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. Recognition that community-based research in its various contexts should be viewed through a holistic lens that recognizes the significant overlap of teaching, scholarship, and service. This overlapping work may include, but is not limited to, community capacity building, engagement, and mentorship, and (un)teaching traditional university procedures and practices. Collective and collaborative work can be foundational to scholarly endeavour. Co-Authorship and group authorship of scholarly work can be equivalent to sole-authored work:
- 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 an external examiner of graduate theses or academic programs. Scholarly service may include being of service to various communities, in which a Faculty Member engages with for scholarly endeavours:
- v) scholarly international service, where applicable, including, but not limited to: international development work; collaborative research endeavours; coordinating international mobility opportunities for students; and international volunteer work;
- vi) scholarly clinical or diagnostic activities, where applicable, and their knowledge mobilization, examples may include, where applicable, including, but not be limited to, the development of and advancement of therapeutic or preventative modalities; publication, the communication of clinical methods or procedures and case reports; the commercialization of scholarly endeavours; and the recognition by peers and the professional community, including methods and activities integrating multiple ways of knowing to clinical and diagnostics.

- 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 their 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

##### Section 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 that** 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 they 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 **as specified in Article E2.2.1a);**
- 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 their original letter of appointment and receipt by the Vice-President Academic and Research, 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.~~

#### 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 as specified in Article E2.2.1 b);
- c) a significant record of scholarly endeavour, beyond the completion of the academic qualifications for the rank as specified in Article E2.2.1 c);
- d) evidence of continued success in professional service contributions (where applicable) as specified in Article E2.2.1 d) through f);
- e) a satisfactory record of service to the University, the profession, and or the community as specified in Article E2.2.1 d) through f).

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 or teaching performance may be partially offset by evidence of:

- i) superior teaching performance or superior scholarly endeavour;  
or
- ii) evidence of substantial and satisfactory University service; or
- iii) substantial and satisfactory professional service including clinical or diagnostic 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 assessors;

- 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 including clinical and diagnostic service, where applicable, involves the Faculty Member's excelling in the provision of professional service, demonstrating a high level of expertise in their 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.

E2.4.1.2 A 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.

E2.4.1.4 A Faculty Member on a term appointment may apply for promotion at any time during their term appointment, subject to the requirements of E2. Any promotion shall take effect at the beginning of any subsequent term or the next July 1 whichever is later earlier.

### 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 they have 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, they 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 and Research'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 and Research.

E2.4.2.6 Time spent on any type of approved leave, as outlined in Section C, of six (6) four (4) months or longer (maternity, parental, study or leave of absence), will not be counted as time toward tenure unless the Member otherwise advises their Dean. Subject to the foregoing, leaves of six (6) four (4) 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.

- a. A Faculty Member who has taken parental leave during their probationary appointment shall have the choice to delay their application for tenure by the number of parental leaves taken during their probationary period with each parental leave counting for one (1) year of delay.

E2.4.2.7 Faculty Members holding contracts with a special condition or conditions, as provided for by this Agreement, requiring the fulfilment 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 their 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 and Research, that their consideration for tenure be deferred despite the fact that they have 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 their 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 their tenure file is being collated. Prior to February 1, each Faculty Member shall send a letter to the Chair indicating that they plan to apply for tenure. In the letter, the Faculty Member must indicate their request to have a representative from their community-based research group, such as but not limited to an Indigenous Member or Knowledge Keeper, as part of the DRC as per E2.7.3(g). 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 their 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 their 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 and Research 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 Assessors

- a) External assessors shall not be used for promotion to Assistant Professor.
- b) External assessors shall **not** be used for promotion to Associate Professor.
- c) External assessors 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 their 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 the

DRC for the removal of unreasonable letter(s), 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:
  - the DRC recommendation and recorded vote on whether tenure/promotion should be granted; and
  - 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 they do 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 according to 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;
- i) a letter from the Dean, to be added after receipt of the file from the DRC.
- j) The candidate, after receiving the Dean's letter, may choose to respond in writing to the Dean's letter within two weeks of receiving it, and the candidate's response shall be included in their file

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, Faculty Members for a minimum of two (2) full years, 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).
- g) At the request of the candidate, as per Article E2.5.2.3(a), the committee shall have at least one representative from their Member's community-based research group, such as but not limited to an Indigenous Member or Knowledge Keeper.

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 E4;
- 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. The DRC can include the information presented by the candidate in its recommendation.

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 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 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 additional material in addition to that contained in the file under consideration or the information provided by the candidate to the DRC, as per Article E2.8.2 (d).

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, circulated to all members of the DRC for review. The Chair shall then send it 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 their letter **primarily** based on their consideration of the whole contents of the candidate's file, including their 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 their letter in the candidate's file, and shall **not** forward the **file until the candidate has had two weeks to review the Dean's letter and determine if they wish to add a "response to Dean" letter outlined in 2.6.1 (k). Upon receipt of the letter, or an acknowledgement that the candidate does not wish to include a response, the Dean shall send the completed file, with all items noted at 2.6.1 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 and Research;
  - 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, Nursing, and the Faculty of Education;
- b) two (2) permanent Librarians
  - i) 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:
    - ii) the Vice-President Academic and Research;
    - iii) one (1) Dean from outside the Faculty of which the candidate is a member, assigned to the file by the Vice-President Academic and Research according to a rotation but with regard to a reasonably balanced workload among Deans;
    - iv) 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

cognate disciplines in relation to the candidate's discipline when such Members are not available. In the case of candidates from Business, Nursing, and Education, one shall be from the candidate's Faculty and one from a cognate discipline in relation to the candidate's discipline. 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.

- v) At the request of the candidate, per Article E2.5.2.3(a), the committee shall have at least one representative from the Member's community-based research group, such as but not limited to an Indigenous Member or Knowledge Keeper,
- 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 and Research;
  - 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 Vice-President Academic and Research according to a rotation but with regard to a reasonably balanced workload among Deans.
- d) The Vice-President Academic and Research shall be the non-voting Chair of the URC and of all the URC sub-committees. However, if there is no Vice-President Academic and Research, 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 their 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 their 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 their term on the URC and the URC deems it necessary in the circumstances that they 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, they 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, they 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 their 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 or Librarian of the URC. In the case of a Dean, University Librarian, or Vice-President Academic and Research not attending, the Vice-President Academic and Research 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. In the case of community-based Scholars, they may additionally choose to bring a representative from their community-based research group, such as but not limited to an Indigenous Member or Knowledge Keeper, to the meeting, who may or may not be an employee of UPEI. Following the appearance, the URC sub-committee shall make its recommendation known to the URC Chair and the candidate. The candidate may choose to respond in writing in a formal letter to be included in the file prior to discussion at the full URC. 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 a different URC sub-committee as established in E.2.10.1 rather than the one that provided the original recommendation the URC sub-committee. The new sub-committee should have at least three (3) different members from the original. The subsequent recommendation of the second 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, to the Department Chair, where applicable and to the Association. The letter shall include the URC sub-committee's assessment of the candidate and the candidate's written response to the sub-committee's recommendation.
- 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 with a copy to the Association, prior to June 1 for promotion and prior to January 1 for

tenure or permanency. 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, all documents and other support material that were included in the file seen by the URC submitted by the candidate will be returned to the candidate. The Employer shall destroy copies of any of the materials in their files after six (6) years. 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);~~

Evidence of student experience compiled by the Member that includes student voice appropriate to the context and content of the courses taught. The Member should endeavour to illustrate a balanced student perspective that points to growth and development as an instructor;

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 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) 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);
- xv) other material that the Faculty Member deems relevant.

## 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)~~ **three (3)** 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 such as, 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 their appointment, to explain to them, 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. On or before January 5 of each year, the University Librarian shall send a letter to all probationary librarians that are eligible for regular consideration of permanency in the next academic year. Prior to February 1, each probationary Librarian so contacted shall send a letter to the UL indicating that they plan to apply for permanency. In the letter, the Librarian must indicate their request to have an Indigenous member or Knowledge Keeper as part of the LRC as per E7.9.3(e).

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 their 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, administrators, 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 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 Vice-President Academic and Research;
- 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, **and circulated to all members of the LRC for**

review, 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 Librarian Review Committee Timeline

E7.8.9.1 The UL shall assure that a properly constituted Librarian Review Committee will be assembled prior to March 31st.

E7.8.9.2 The candidate shall submit a permanency file containing the required elements as specified in Articles E7.8.7 to the UL by April 30th.

E7.8.9.3 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 June 30 and promotion applications by December 15.

#### E7.8.10 External Assessors

- a) External assessors shall not be used for promotion to Librarian II.
- b) External assessors shall not be used for promotion to the rank of Librarian III and but shall be used for promotion to Librarian IV.
- c) The external letters of assessment shall be gathered in accordance with Article E-4 of this Agreement.
- d) 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 their consideration of permanency be deferred despite the fact that they have 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.
- e) At the request of the Candidate, the LRC shall have at least one Indigenous member or Knowledge Keeper.

## 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: must be constituted no later than March 31, with all meetings and recommendations completed no later than June 30;
- b) promotion: no later than December 15.
- c) Combined application permanency and promotion: no later than June 30

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 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 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 their letter based on their consideration of the whole contents of the candidate's file, including their 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. The candidate, after receiving the University Librarian's letter, may choose to respond in writing to the University Librarian's letter within 14 days of receiving it, and the candidate's response shall be included in their file. 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.~~

After all processes with respect to permanency or promotion have been concluded, all documents and other material that were included in the file seen by the URC will be returned to the candidate. The Employer shall destroy copies of any of the materials in the file after six (6) years.

## 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 F2.8 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)~~ forty (40) days of the date of events

giving rise to the grievance, or within ~~twenty (20)~~ forty (40) 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 forty (40) day period shall be the date on which the Administrator renders an informal decision.

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)~~ forty (40) days of the date of events giving rise to the grievance, or within ~~twenty (20)~~ forty (40) 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)~~ forty (40) 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)~~ forty (40) days of the date of events giving rise to the grievance or within forty (40) 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 forty (40) day period shall be the date on which the Administrator renders an informal decision.

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. choose an Arbitrator no later than ten (10) days after the notification. In the event that there is no agreement in the selection of an Arbitrator, the decision regarding the Arbitrator shall be made by the Minister responsible for the Labour Act upon application of either Party.

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 not fewer than eight (8) arbitrators acceptable to both parties.
- b. In the event that there is no agreement in the establishment of a list of not fewer than eight (8) 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.~~  
~~Proposing a sole Arbitrator from the Standing List (F2.13).~~

- 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, whether it accepts the proposed Arbitrator. Acceptance of the proposed Arbitrator from the Standing List shall not be unreasonably withheld.~~
- 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 parties~~ are unable to agree on the selection of a ~~Chair~~ **Sole Arbitrator** from the list of Arbitrators, the appointment shall be made by the Minister responsible for the Labour Act upon application by either ~~nominee party~~.
- e) ~~Arbitrations shall be held within six (6) months of being submitted to arbitration.~~

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~~ **Arbitrator**

- a. The ~~Arbitration Board~~ **Arbitrator** 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~~ **Arbitrator** 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 ~~Arbitrator~~ **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 (1/2) of the fees and expenses of the ~~Chair~~ **Arbitrator.**

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 their 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 and Research 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 their file; and to add to the file any documents that they considers relevant.

The Member shall be notified of any addition or removal of material, or any request to access their file.



#### 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 and Research. 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.

#### F3.5 Other Employee Files

Other Employee Files are those files held by members of the Administration for the purpose of the execution of their duties.

Members have the right to review all Non-Official Employee Files related to their employment at UPEI. Members have the right to remove items from all Non-Official Employee Files related to their employment at UPEI, as per Article F3.4. No anonymous material shall be placed in the Non-Official Employee Files.

#### F-5 TERM OF AGREEMENT

- F5.1 This Agreement shall be effective for the period July 1, 2022 to June 30, 2020  
July 1, 2016 to June 30, 2025 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.

## **G-1 SESSIONAL INSTRUCTORS and PART-TIME FACULTY**

### **G1.1 Applicability**

The Parties recognize that, while Sessional Instructors Part-time Faculty are not Faculty Members as defined by this Agreement, nevertheless, and 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	C3, C9, C10, C11 and C12 apply;
Section D	D1.1 c), applies; D6.4 through D6.5 apply
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**

The Parties agree that Sessional Instructors as defined in A-1, shall not be used to teach at UPEI. All teaching shall be done by a Full-Time Faculty Member, a Part-Time Faculty Member, or a Librarian.

### **G1.3 Part-Time Faculty Members**

All sections of this Collective Agreement shall apply to Part-Time Faculty Members in particular:

- a) A Part-Time Faculty Member may be hired to teach one or more courses in an academic semester having pro-rated status to be calculated as the fraction of their total assigned contact hours per annum as described in Section H1 divided by fifteen (15) contact hours where it is understood that fifteen (15) contact hours per annum is the workload for a Full-Time Member.
- b) The types of appointment for Part-Time Members shall follow all terms and conditions agreed under Section B2 of this agreement.

- c) Part-Time Members shall be appointed at a rank in accordance with Section B of this agreement. All duties for teaching, scholarly activity and service shall be pro-rated in accordance with the rank of appointment.
- d) A Part-Time Faculty Member assigned to teach one (1) course per annum (3 contact hours) shall be equivalent to 1/5 of a Full-time faculty appointment.
- e) Each additional contact hour assigned per annum shall increment the pro-rated Part-Time in proportion of one (1) contact hour equals 1/15 of a pro-rated position up to a maximum of fifteen (15) per annum.
- f) Part-Time Faculty Members, if assigned more than twelve (12) contact hours in one academic year must be offered a Full-Time Term contract in accordance with Article B2.6.
- g) Members who have right of recall on a course at the time of the signing of this agreement shall be offered that course for which they had the right of recall the next time it is offered. If a member has right of recall for more than one course, this shall apply to each course for which they have right of recall.
- h) All Teaching Workload and Clinical Workload calculations for Part-Time Faculty Members shall follow Section H1, with maximum yearly contact hours pro-rated.

#### G1.4 Teaching by Librarians

A Librarian may teach one or more courses in an academic semester having pro-rated status to be calculated as the fraction of their total assigned professional practice hours per annum as described in Section H1.12.

- ~~i) 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.~~
- ~~j) 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.~~
- ~~k) Sessional Instructors are remunerated per three (3) contact hours as follows, based on their UPEI teaching experience (as described in Appendix C):~~
  - ~~i) after teaching a total of twenty-four (24) contact hours, the~~

Sessional Instructor shall advance to Step 2, and shall retain this Step 2 status until they advance to Step 3.

ii) Having attained Step 2 status and after teaching a total of forty-eight (48) twenty-four (24) additional contact hours, Sessional Instructors shall advance to Step 3.

i) Sessional Instructors at Step 1 shall be compensated per three (3) contact hours at seven point seven five percent (7.75%) of the Assistant Professor floor; those at Step 2 shall be compensated per three (3) contact hours at seven point nine five percent (7.95%) of the Assistant Professor floor; and those at Step 3 shall be compensated per three (3) contact hours at eight point one five percent (8.15%) of the Assistant Professor floor.

### 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. Applicants being considered at step g) shall be assessed by a Sessional Selection Committee. The Sessional Selection Committee shall select the preferred applicant. In departmentalized Faculties, the Sessional Selection Committee shall consist of the Department Chair, and at least one other Faculty Member elected by the Department, and, where possible, one Sessional Lecturer elected by the Department. In non-departmentalized Faculties, the Sessional Selection Committee shall consist of the Dean, and at least one other Faculty Member elected by the Faculty, and one Sessional Lecturer elected by the Faculty. In the School of Mathematical and Computational Sciences and the School of Climate Change and Adaptation, the Sessional Selection Committee shall consist of the Associate Dean, and at least one other Faculty Member elected by the School, and one Sessional Lecturer elected by the School.
- 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 June 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. In this case, the Instructor will be receive remuneration for teaching the course.

#### **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 make a request 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. If the request is denied, the Chair, Coordinator, or Director must provide a written explanation for denying the request to the instructor. If two or more equally qualified Members (as defined by G1.6) apply for a recurring contract, the Member with more seniority shall be granted the contract. 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 will 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 and concurrent 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. Courses included in a recurring contract are assigned to the Sessional Lecturer holding the Recurring Appointment for the duration of the recurring contract, and shall not be assigned to another Sessional Lecturer or Faculty Member. Additional course assignments, outside of the recurring contract, are subject to the protocol outlined in G1.3. The provision in G1.3(c) requiring that a second course must first be offered to other Members of the Sessional Roster shall not apply when a Member holds two Recurring Appointment Contracts;

#### 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 requested by the Sessional Instructor from other teachers, colleagues, students, and/or employers. The instructor may submit other information including data from the Student Opinion of Teaching Surveys.

#### 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 nor Step movement.

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 they do 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 their 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 or Course Sections

- a) Subject to subsections b) and c), if the Department cancels a course or course section within thirty (30) days of before the beginning of the first class, the University shall pay the Sessional Instructor contracted to teach the course or course section a cancellation fee of five seven hundred dollars (\$500) (\$700).
- b) In the event that a course or course section is cancelled by the Department because of the unavailability of the Sessional Instructor, no cancellation fee shall be payable.
- c) When a course or course section is cancelled by the Department after teaching has begun, the Sessional Instructor contracted to teach the course or course section shall be compensated for the actual instruction time prorated to the total instruction time, or five seven hundred dollars (\$500) (\$700), whichever is greater.
- d) When a course or course section is cancelled by the Department, the appointment of a Sessional Instructor to teach that course or course section shall not be credited towards Seniority, unless teaching has begun.
- e) When a course or course section is cancelled by the Department, that course or any additional section of that course may not be offered to another Faculty Member or Sessional Instructor in the same term.
- f) When a course or course section 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 Employer shall provide reasonable resources to support such activities:
  - i) the Employer shall consider Sessional Instructors candidates for, and shall provide support and resources to Sessional Instructors in applications to external grant competitions;

- ii) the Employer 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; all Sessional Instructors at Step 2 or Step 3 are eligible to apply for these funds; the adjudication and disbursement of the grant money shall be the responsibility of the Research Advisory 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. For the purposes of this article, Sessional Instructors with a Recurring Appointment are deemed to hold a Sessional Contract throughout the full three year duration of their recurring contract, including any semesters when they are not actively teaching.
- iii) the Employer shall contribute \$10,000 each year to a fund that shall be used to support the professional development of and provide travel reimbursement to Sessional Instructors. Those items that can be claimed for reimbursement are those itemized in D6.4. The fund shall be disbursed in three installments of \$3,333 each in fall term, winter term and summer term. Sessional Instructors at Step 2 or Step 3 who hold at least one contract in a given term can submit eligible receipts by the last day of classes of that term. (For the summer term, this should be understood to mean the last day of classes in Second Summer Session.) In addition, Sessional Instructors with Right of Recall and/or Recurring Appointments may claim reimbursements for eligible expenses incurred during a term in which they are not teaching, provided they taught at least one course during the previous term. The fund shall then be dispersed, on a pro-rated basis, to a maximum of \$300 per Sessional Instructor per term course. Unused portions of the fund shall carry over into the next academic year and be made available as part of the fund.
- iv) Sessional Instructors who are requested by the Dean or Associate Dean or the Chair or the Coordinator of an interdisciplinary programme to perform additional administrative or service duties, or duties other than those considered part of their sessional instruction duties, or who are elected to represent Sessional Instructors under Article G1.13, shall be remunerated at the rate of thirty five dollars (\$35.00) per hour or part thereof for each meeting hour. Hours compensated shall not be limited to attendance at meetings, but shall also include reasonable time for preparation, namely one half hour (1/2) for every meeting. The Employer shall make due allowance for these remunerations in allocating budgets to Departments and Faculties.

#### G1.12 Office and Access to Services

- i) 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 shall, 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, the Employer shall endeavour to provide Sessional Instructors with appropriate office 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.
- ii) Sessional instructors shall maintain library privileges and access to university email while on the sessional roster.

#### 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) eight (8) 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 participating in 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.

#### G1.17 As part of the workshop provided for in E1.4.8, procedures contained in G.1 will be addressed as developed jointly by the Association and the Employer.

G.1.18 The spouse and dependent(s) of sessional instructors on the sessional roster shall be eligible for a discount for all courses offered by UPEI in any graduate or undergraduate program. The discount shall be calculated as  $.2 \times (\text{number of courses taught in past 12 months}) \times 50\%$ , up to a maximum of 50%.

## 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      **B2.1**, 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 apply;

Section F      F1 through F6

apply; Section G      G2 applies;

Section H      **H1**, **H2.2** to H 2.5, H4 through

H7 apply

### G2.2 Duties and Responsibilities of Clinical Nursing Instructors

The workload for a Clinical Nursing Instructor's contact hours shall not exceed fifteen (15) contact hours per academic year as defined in section H1.4 , with no more than nine (9) contact hours in any semester.

- a) Clinical Nursing Instructors support the work of the **School Faculty** of Nursing through **a variety of activities that may include teaching, which include tutorials and seminars;** clinical and laboratory assignments; **and the coordination of courses.** The duties and responsibilities of Clinical Nursing Instructors shall be an appropriate combination of instruction and supervision 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.

- c) Clinical evaluation and clinical grading of students.
- d) The ratio for supervision of students shall be no greater than one (1) Clinical Nursing Instructor to six (6) students.

### 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) The Dean shall ensure that the workload is equitable, reasonable, and fair. In the event that it is not, the Dean will not approve the clinical duties.
- e) No Clinical Nursing Instructor appointment shall be made without the approval of the Dean.
- f) The Dean will ensure that the complement of CNIs in the Learning Resource Centre is a minimum of four (4) CNIs.

### 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 Vice- President Academic 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 they instruct, 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 their 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 Vice-President Academic and Research 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 they 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 Faculty of Nursing and the qualifications (as defined in G2.3) and seniority of the Clinical Nursing Instructors.
- b) When re-assignments are required, they be done in consultation with the Faculty Course Coordinator and the Clinical Nursing Instructors directly affected. Re-assignments will be given to the Clinical Nursing Instructor with the most seniority provided they have demonstrated a satisfactory level of instruction.
- 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 they have 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 they believe 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 CNIs 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, their seniority shall include all hours they have 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~~ Employer 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, elected annually by the Clinical Nursing Instructors, 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. For purposes of voting regarding Faculty business, there shall be no more than one (1) elected Clinical Nursing Instructor for every three (3) Faculty Members in the Faculty.

#### 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) Part-time Clinical Nursing Instructors shall receive 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 and Term Clinical Nursing Instructors employed on a full-time basis shall accumulate Sick Leave at a rate of one decimal two-five (1.25) days per month worked as defined in Article C7.2 (that is, 9.375 hours).
  - v) Vacation, as defined in Article G2.23;
  - vi) University of Prince Edward Island Pension Plan;
  - vii) Travel Insurance;
  - viii) EFAP; and
  - ix) Health Spending Account (on a pro-rata basis)
- e) Term and temporary Clinical Nursing Instructors shall be entitled to a tax-exempt Health Trust Spending Account an allowance in lieu of Vacation Pay and benefits at a rate of six (6) eight (8) percent of gross earnings 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 their benefit coverage during the regular temporary layoff period, exclusive of pension, provided they pay 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, averaged over the semester.

#### 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

All overtime must be approved by the Dean.

- a) Full-time CNIs who work in excess of seven and a half (7.5) hours per day or thirty-seven and a half (37.5) hours per week, averaged over a 16



week period, shall be compensated at the rate of one and a half (1.5) times the regular hourly rate.

- b) Part-time CNIs hired to work less than 37.5 hours per week shall manage their work so that the hours will not normally exceed the hours in their employment contract. In the event the hours worked over the term of their contract exceed the contracted amount the Employer will compensate at:
  - a) straight time for hours in excess of the contract but less than full time (37.5 hours per week) averaged over the term;
  - b) time and one half (1.5) for hours that exceed full-time (37.5 hours) averaged over the term;
  - c) time and one half (1.5) for hours in excess of 7.5 hours per day.

#### 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 Vacation

- a) 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.
- b) After five (5) years of employment, Permanent Clinical Nursing Instructors shall be entitled to an annual vacation with pay of twenty-eight (28) working days.
- c) After ten(10) years of employment, Permanent Clinical Nursing Instructors shall be entitled to an annual vacation with pay of thirty-three (33) working days.
- d) Permanent and probationary Clinical Nursing Instructors employed part-time on a twelve (12) month basis shall be entitled to an annual vacation with pay, pro-rated as a percent of full-time hours worked.
- e) Clinical Nursing Instructors 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.

#### G2.24 Pregnancy and Parental Leave

G2.24.1 All CNIs holding permanent status are entitled to Pregnancy and Parental Leave Benefits as outlined in Section C5.

G2.24.2 If a CNI holds a permanent status position that requires a break in service throughout the year, she will be eligible to have:

- a) For the first two (2) weeks, a Pregnancy Leave as outlined in section C5.2

a, or a portion thereof deferred until the duration of their break in service is complete.

- b) For up to an additional fifteen (15) weeks Pregnancy Leave top up, as outlined in section C5.2 b, or a portion thereof deferred until the duration of their break in service is complete.

G2.24.3 If a CNI holds a permanent status position that requires a break in service throughout the year, they will be eligible to have their ten (10) week Parental Leave top up, as outlined in section C5.8.2, or a portion thereof deferred until the duration of their break in service is complete.

G2.25 The Employer shall contribute \$4,000 each year to a fund that shall be utilized for grants aiding scholarly activity, established to support the scholarly research and development of Clinical Nursing Instructors. The adjudication and disbursal of the grant money shall be the responsibility of the Research Advisory 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 the Agreement, and money shall not be disbursed to anyone not currently holding a Clinical Nursing Instructor contract or position with the University.

#### G2.26 Additional Service Remuneration

Effective July 1, 2022, Clinical Nursing Instructors who are requested by the Dean to perform additional administrative or service duties, or duties other than those considered part of their clinical instructional duties shall be remunerated as specified in Appendix D per hour or part thereof for each hour. Hours compensated shall not be limited to hours of attendance at meetings or on task, but shall include reasonable time for preparation. The Employer shall make due allowance for these remunerations in allocating budgets to the Faculty of Nursing.

## 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. It is the Dean's responsibility to ensure that assigned workloads are fair, reasonable, and equitable.

### H1.2 Determination of Teaching Workload

Teaching workload assignments are determined by the Chair following consultation with the Faculty Member. The Chair will consult with the Dean on the workload of their department. The Dean shall determine if the teaching workload is equitable, reasonable, and fair. In the event it is not, the Dean will not approve the teaching workload 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, following consultation with the Members, shall determine teaching workload assignments. In determining teaching workload, the following factors should shall 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 delivery modes that may increase the Members' workloads, including but not limited to blended, hybrid, hyflex or online, 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 fair, reasonable, and equitable so as to provide for academic program delivery.

- a. Teaching assignments shall be made in accordance with the contact hours calculation described in H1.4. Member's use of accumulated contact hours towards their teaching workload shall be agreed to in consultation with the Chair or Dean in non-departmentalized faculties.
- b. In the event of disputes that arise between the Member and the Dean about fair,

equitable and reasonable workload an appeal process will be initiated by the Member that will allow for adjudication through a three (3) person committee constituted by the Faculty Association.

#### 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, Sustainable Design Engineering, Indigenous Knowledge, Education, Research, and Applied Studies, and Nursing The normal teaching workload shall be the sum of a Member's Teaching contact hours plus their clinical contact hours and shall not exceed ~~five (5) courses~~ ~~(fifteen (15) contact hours)~~ per academic year with no more than 9 contact hours in any semester. For Part-time Faculty and members holding full-time or part-time term contracts, this workload of fifteen (15) contact hours per academic year shall be pro-rated, 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 (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 (1/3)~~ contact hour;
- d) ~~for student supervision;~~ Student Supervision will be calculated as part of a Member's regular fifteen (15) contact hour Teaching Workload.
  - 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 of~~ count the supervision as one half (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 contact hours for thesis supervision ~~for no more than six (6) semesters.~~ An individual thesis-based masters degree candidate will be counted toward the calculation of contact hours ~~course reductions~~ for thesis supervision ~~for no more than three (3) semesters.~~ In the case of co-supervision by two Members, ~~workload reduction~~ contact hours will be ~~awarded~~ assigned in accordance with a fair, reasonable and equitable credit for supervision effort in proportion to the Member providing the primary thesis supervision;

- iii) ~~Supervision of honours students: Faculty Members assigned primary responsibility for supervising one or more student(s) in an honours research or honours essay course shall be awarded a workload reduction of one third (1/3) half (1/2) contact hour credit per student for the semester(s) in which the student(s) is (are) registered and actively engaged in the course(s).~~ Supervision of each honours student is equal to one half (1/2) contact hour: Faculty members assigned primary responsibility for supervising one or more student(s) in an honours research or honours essay course shall count the supervision as one half (1/2) contact hour per student for the semester(s) in which the student(s) is (are) registered and actively engaged in the course(s) towards their regular fifteen (15) contact hours.
- iv) Supervision of directed studies or performing arts practicum students is equal to one half (1/2) contact hour: Faculty Members assigned primary responsibility for supervising one or more student(s) in a directed studies or performing arts practicum shall count the supervision as one half (1/2) contact hour per student for the semester(s) in which the student(s) is (are) registered and actively engaged in the course(s) towards their regular fifteen (15) contact hours. ~~Supervision of directed studies or practicum, not in the Faculty of Education, students: Faculty Members assigned primary responsibility for supervising one or more student(s) in a directed studies or practicum shall be awarded a workload reduction of one third (1/3) half (1/2) contact hour credit per student for the semester(s) in which the student(s) is (are) registered and actively engaged in the course.~~
- v) The Chair, or Dean in non-departmentalized Faculties, will determine the timing of the releases awarded for thesis-based graduate use of contact hours accumulated through supervision in consultation with the Member. Normally, the contact hours will apply to the workload calculation in the semester –the course reduction will be taken during the period(s) of active thesis supervision. Any contact hours not applied to the current semester workload calculation shall be accumulated for future use. Members who supervise honours students and/or students in directed studies courses or performing arts practicum shall be entitled to accumulate course relief credits contact hours as noted above. Members must report such supervision to their Chairs, or Deans in non-departmentalized Faculties, who will keep track of the accumulated credits contact hours.
- vi) ~~NoticeRequests to redeem credits must be made to the Chair, or Dean in non-departmentalized Faculties, in writing by September 30th of the academic year prior to the requested course release. Chairs shall report accumulated credits and notices requests to redeem credits yearly (by June 30) to the appropriate Dean.~~ Notice to apply accumulated contact hours must be made to the Chair or Dean in non-departmentalized faculties in writing by September 30<sup>th</sup> of the year prior to the application of accumulated contact hours. Chairs shall report all accumulated contact hours and notifications to apply accumulated contact hours annually by June 30 to the Dean.
- vii) Annually, the Dean shall provide a summary to each Faculty Member the count of their accumulated contact hours.
- viii) ~~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, subject to the teaching reductions defined workload calculation in H1.4.2d above;

- e) In addition to 1.4.2 d) above, in the Faculty of Education,
- i) a practicum responsibility for ten (10) students in a term shall be considered equivalent to three (3) contact hours;
  - ii) Academic coordination of a cohort, through the position of "Academic Lead" shall be considered equivalent to one (1) contact hour in each semester;
- f) In addition to 1.4.2 d) above, for AVC
- i) clinical contact time with students, one (1) week equals one (1) credit contact hour. The ratio for supervision of clinical DVM students shall not normally be greater than one (1) Faculty Member to five (5) students.
  - ii) lecture/seminar contact hours per week shall be equal to three (3) contact hours for one (1) course. Normally, one lecture/seminar course shall not exceed 68 students.
  - iii) For faculty members who team-teach a course, contact hours will be pro-rated ;
  - iv) Academic coordination of a clinical specialty shall be conducted by a Member of the specialty. This coordination shall be equivalent to one (1) contact hour in each semester;
  - v) The Dean shall determine if the student number in each learning mode is equitable, reasonable, and fair. Any exception to student numbers shall only be allowed in consultation between the Dean and Faculty Members.
- g) In addition to 1.4.2 d) above, for the School Faculty 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~~ three (3) contact hours per clinical course.
  - v) supervision of wellness promotion projects for a maximum of twenty (20) students per term is equivalent to two (2) contact hours.
  - vi) supervision of wellness promotion projects for a maximum of thirty (30) students per term is equivalent to three (3) contact hours.
  - vii) supervision of Individualized Learning Contracts by Members assigned primary responsibility for one or more student(s) in an Individualized Learning Contract studies/ course shall be awarded a workload reduction of one third (1/3) contact hour per student for the semester(s) in which the student(s) is (are) registered and actively engaged in the course.

h) In addition to 1.4.2 d) above, for Members within the Doctor of Psychology program

i) Members assigned primary responsibility for providing clinical supervision to Doctor of Psychology students shall be assigned one half (1/2) contact hour per student for the semester(s) in which the student(s) is (are) actively involved in the clinical work being supervised.

ii) The diversity of clinical practices inherent in clinical psychology training and the range of supervision intensity required across these activities shall be taken into account by the Dean in determining fair, reasonable, and equitable teaching loads as outlined in H1.3

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 (3 contact hours) in either the Fall or Winter term. If the number of students for which the Academic Director is responsible exceeds twenty (20), the teaching reduction will be increased by one and a half (1.5) contact hours for every ten (10) students above twenty (20).

H1.5.3 Full-time faculty members shall receive one course reduction (3 contact hours) for receiving an external Funding Agency research grant, such as from CIHR, NSERC, or SSHRC, provided they are the Principal Investigator or primary Co-Principal Investigator. Members shall be entitled to further course reduction for grants with terms longer than 2 years. The Dean shall ensure that these additional course reductions are assigned in a fair, reasonable and equitable manner.

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 program 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 ~~may~~ be assigned their a teaching workload for in either the Fall, and Winter, or Summer semesters, but they 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 their 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 provided to the affected students.

#### 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 professional practice assignments for individual Librarians shall be determined by the University Librarian, following consultation with the Librarian and the Librarians as a group, and taking into consideration all relevant factors, including but not limited to the Librarian's specialties specialties 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~~ responsibilities can reasonably be performed during their 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. The workload of a permanent or probationary Librarian will be presumed to be full time for the responsibilities assigned when initially appointed, and any long-term substantial expansions to a librarian's responsibilities shall be balanced with equivalent reductions to their other responsibilities.
- 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 them to upgrade abilities, appropriate time and retraining will be made available.
- d) The Librarians may form a Librarian's Workload Committee to consider workload balance and recommend any plan to accommodate variations in workload balance to the University Librarian. The University Librarian shall respond in writing to any recommendations from the Librarians Workload Committee within one (1) month of receiving the recommendations.
- e) A Librarian teaching a credit course will be credited 6.75 hours per week per three (3) contact hour course.

#### 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 and Research 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.

- e) ~~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.~~

#### H1.12.6 Librarian Complement Vacancies and Reductions

Workload of permanent and probationary librarians may not be expanded for more than 2 months due to a vacancy among the librarian complement. Any duties re-assigned beyond the 2 months must be balanced by equivalent reductions. Permanent loss of librarian complement positions must be accompanied by an equivalent reduction of duties among the continuing librarian complement.

#### 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. The Veterinary Teaching Hospital and Diagnostic Services also provides clinical services activities and research to advance the health and well-being of animals and the public.
- H1.13.2 The clinical workload of Members involves a reasonable balance among teaching, professional services, scholarly endeavours and University services. shall be added to the calculation of teaching Workload in accordance with section H1.4
- 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. The sum of a Member's Teaching Workload and their Clinical Workload shall not exceed fifteen (15) contact hours per year.
- 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 specialty.
- 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 shall 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 elected to that committee by their peers 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 sixty percent (60%) of Faculty Member clinicians directly involved agree neither the University nor the Atlantic Veterinary College shall enter into, alter, or renew 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 promptly 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.

H2.1.1 Employer property and resources that are typically made available for Faculty Members and Librarians may include, and the Employer shall endeavour to promptly provide:

- a) secretarial administrative and technical support services;
- b) access to library services and holdings, including inter-library loans;
- c) computing services, including software, computers, electronic mail, access to the Internet, user support;
- d) telephone service, including cellular service for clinical on-call and/or other remote access needs;
- e) duplicating, and/or printing services;
- f) mail service including postage, individual mail boxes within departments, and courier services;
- g) access to an office on campus, which shall be maintained, and cleaned, and meet the following standards:
  - i) air quality meets provincial standards for commercial buildings
  - ii) temperature during working hours shall be maintained at: 23-26°C (summer), 20-23.5°C (winter); 21.5-25°C (fall/spring)
  - iii) relative humidity levels: 20%-60% year-round
- h) ergonomically sound furnishings maintained in good repair including a desk, office chair, and two visitors' chairs;
- i) office supplies;
- j) instructional aids;
- k) laboratory/research space, services and equipment which shall be maintained, cleaned, and meet the following standards:
  - i) air quality meets provincial standards for commercial buildings
  - ii) temperature during working hours shall be maintained at: 23-26°C (summer), 20-23.5°C (winter); 21.5-25°C (fall/spring)
  - iii) relative humidity levels: 20%-60% year-round; and

- I) Accessible teaching space suitable for the academic discipline, content and pedagogical needs, which shall be maintained, cleaned, and meet the following standards:
  - i) air quality meets provincial standards for commercial buildings
  - ii) temperature during working hours shall be maintained at: 23-26°C (summer), 20-23.5°C (winter); 21.5-25°C (fall/spring)
  - iii) relative humidity levels: 20%-60% year-round

## H2.2 Health and Safety

The Employer recognizes its responsibility under the *Prince Edward Island Occupational Health and Safety Act*.

## H2.3 Accommodation of Disability and Illness

H2.3.1 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.

H2.3.2 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.

## H2.4 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.2.5 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.

## H2.6 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.

## H2.7 Consultation about Administrative Procedures Affecting Faculty and Librarians

H2.7.1 A Procedures Committee shall be established within twenty (20) days of the signing of this Agreement.

- H2.7.2 The Procedures 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 Procedures Committee and maintaining minutes of the Committee's meetings.
- H2.7.3 The Procedures Committee shall review administrative procedures relating to faculty responsibilities, including but not limited to PDTR, Research, travel, procurement, biosafety, animal care, etc. and make recommendations for simplifying and/or streamlining requirements to the responsible administrative official.
- H2.7.4 The responsible administrative official has twenty (20) business to either implement the recommended changes or to provide a written explanation that addresses the changes requested back to the Committee.
- H2.7.5 The Procedures Committee shall meet when deemed necessary by mutual agreement of the Chairs, or within ten (10) days of notice being given by either Party.
- H2.7.6 The Procedures Committee shall determine its own procedures subject to the provision that a quorum shall consist of all representatives of each Party.
- H2.7.7 The work of the Procedures Committee is exempt from the Confidentiality requirements of A-5.

## H2.8 Administrative support for research

- H2.8.1 For each faculty or department where total cumulative active research funding awarded exceeds \$150,000, the Employer shall provide a 30% departmental research project manager.
- The research project manager will:
- a) act as the intersection point for the faculty researchers, streamlining the intersections between Human Resources, Research Office and Media/communications
  - b) complete all of the tasks of project management under the direction of the faculty lead of the research.

## 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.

H4.2 Subject to the rights of third parties and co-creators, Members shall own their Intellectual Property and shall be beneficiaries of commercialization and other exploitation of their Intellectual Property.

H4.3 Since the primary consideration of the University is to promote teaching, research, and dissemination by Members, these activities shall continue to be encouraged. Members shall have the ability to publish and disseminate their research results with unrestricted access in order to contribute to the body of public knowledge in their disciplines.

H4.4 Third parties, other than co-creators, shall not be granted rights to the Intellectual Property of a Member without the Member's Informed Consent. Members may, based on

Informed Consent, choose to participate in work that is subject to agreements that place constraints on how their Intellectual Property may be disseminated or subsequently used.

H4.5 Should Members choose to license or assign their Intellectual Property Rights, or any part thereof, to a third party, the University shall receive benefits commensurate with the Significant Documented Contribution made by the University toward the creation of the Intellectual Property. However, Members may make such assignments without remuneration (for instance, copyright to publishers) and in such cases, the University is not eligible for any benefits.

#### ADDITIONAL DEFINITIONS

H4.6 In this Collective Agreement:

- a) "Incidental Use of University Resources" means the use of University email accounts or other common information technology and/or communications services (i.e., telephone, fax, internet, Wi-Fi), use of common spaces or services provided freely to all by the University (cafes, lounges, library access, common meeting areas) and the use of personal computers, laptops, tablets, mobile devices and other commonly used hardware and software that has been provided by the University. Incidental Use of University Resources includes use of University resources (i.e. space, facilities, equipment, support personnel) that are freely available to Members and for which use by a Member would not preclude access to, or support from, the resource by other Members that would normally be provided by the University.
- b) "Informed Consent" means consent given by a Member who has received the information necessary to allow a considered judgement and has been given a reasonable opportunity to consider such information without having been subject to coercion, undue influence, inducement or intimidation.
- c) "Intellectual Property" includes, but is not limited to, all data, documents, reports, analyses, tests, specifications, charts, plans, drawings, ideas, inventions, discoveries, creations, schemes, correspondence, communications, lists, manuals, technology, techniques, methods, processes, services, routines, systems, procedures, practices, operations, modes of operations, know-how, trade or other secrets, contracts, financial information, engineering reports, environmental reports, field notes, sketches, photographs, computer programs, records, software, specifications, models, database rights, service marks, scientific advancements, discoveries, technical advancements, improvements, devices, products, concepts, designs, prototypes, samples, technical information, materials, works of authorship, patterns or other information, and includes the media on which such Intellectual Property is stored, obtained or received.
- d) "Intellectual Property Rights" means any and all proprietary rights anywhere in the world provided under (i) patent law, (ii) copyright law, (iii) design patent or industrial design law, (iv) semi-conductor chip or mask work or integrated circuit topography law, (v) trade-mark law or (vi) any other statutory provision or common law principle, including trade secret law, which may provide rights in Intellectual Property or the expression or use of such Intellectual Property.
- e) "Researcher Participation Agreement" means an agreement signed by a Member and by the University prior to the Member participating in research that confirms that the Member agrees to abide by the terms and conditions of Research Agreements.
- f) "Significant Documented Contribution" means a financial or in-kind contribution of funding by the University toward the conduct of scholarly activity. Such contributions would be beyond Incidental Use of University Resources by Members and would be documented prior to the start of the scholarly activity, normally as part of a research proposal or research agreement, or during the disclosure of Intellectual Property by the

Member under this Article. Such contributions would include dedicated or extraordinary use of existing institutional equipment, facilities or support staff for the purpose of conducting the scholarly activity. They would also include the direct and indirect costs of facilities and equipment that are purchased and support staff that are hired specifically for the scholarly activity. Significant Documented Contributions, however, do not include the financial contributions provided to the University by the sponsor of the scholarly activity, including any third-party funding agencies (including, but not limited to NSERC, SSHRC, CIHR, ACOA), nor the indirect costs provided through the Research Support Fund, or similar fund. Library research resources shall not be included as part of the Significant Documented Contribution. The University shall not consider the time of Members who conduct scholarly activity as part of their normal workload as a Significant Documented Contribution.

#### RESEARCH CONTRACTS

H4.7 When a Member is party to a research or development contract that has explicit provisions for Intellectual Property Rights or revenue sharing from such Intellectual Property Rights, or a Member has given Informed Consent, by way of a Researcher Participation Agreement or otherwise, for the University to be a party to such a research or development contract, and Intellectual Property is created by the Member in the course of research or development supported by that contract, the provisions of that contract shall only take precedence over this Collective Agreement, if the Faculty Association agrees.

#### COPYRIGHT

H4.8 The copyright on all literary works, dramatic works, musical works, artistic works, and computer programmes, or any other types of works recognized by Canadian copyright law and produced or created by a Member is vested in the Member who created the works.

#### COMMISSIONED WORKS

H4.9 When the University specifically commissions the preparation of a particular work by a Member, the University shall only do so in writing at the time of the commissioning, and, the following conditions shall apply:

- a) If the work commissioned is not intended for use in a degree, diploma or certificate credit course or program, copyright shall be vested in the University on terms negotiated between the Member and the University. The Member shall retain the right to use the work or any part(s) thereof in academic dissemination, or for teaching.
- b) If the work commissioned is intended for use in a degree, diploma or certificate credit course, at the time the commission is made, the Member, who is the creator, and the University, may negotiate specific conditions which provide the University with a royalty-free license to use the material within the University for a fixed period of three (3) to five (5) years. Any sales of the work outside the University shall be subject to a royalty distribution agreement negotiated between the Member and the University. Such license and agreement shall not prevent the Member from using all or part of the work in academic dissemination. Upon request, the Association shall be provided with a copy of the final terms of the license and royalty distribution agreement negotiated with the Member.

H4.10 When a royalty-free license granted pursuant to H4.9 expires, the license may be renewed, subject to negotiation between the creator and the University, for periods each of which is not to exceed three (3) years.

H4.11 When, during the royalty-free period, either the University or the Member wishes that the work be revised or replaced, by mutual consent of the University and the Member, the University may commission the Member to revise or replace the work. The revision or replacement work shall be subject to H4.9(b).

H4.12 When a royalty-free license granted pursuant to H4.9(b) expires, and the University wishes the work to be revised or replaced, its creator shall be offered a commission to revise or replace the work. The revision or replacement work shall be subject to H4.9(b). If the creator does not agree to revise or replace the work, the University may commission another Member(s) in the creator's Academic Unit, qualified to do the work, to revise or replace the work. Where no Member qualified to do the work is identified in the creator's Academic Unit, the University shall issue a call for expression of interest to Members in all other Academic Units. Where no Member qualified to do the work is identified, the University may commission another individual who is not a Member to revise or replace the work. In the case of a revised work, copyright shall be held by the original creator and the Member(s) responsible for the revision, except where the original creator chooses to relinquish their copyright to the revised work. Any sales of the revised work outside the University shall be subject to a royalty distribution agreement among the Member(s), any person(s) responsible for the revision, and the University, with the Member creators' division of royalties being proportionate to their contribution to the revised work. Such an agreement shall not prevent the Member(s) from using all or part of the original work in an academic publication, and shall not prevent the Member(s) from using all or part of the revised work in an academic publication subject to agreement by others involved in the revision.

#### MORAL RIGHTS

H4.13 Members shall retain moral rights to their Intellectual Property. A Member may waive their moral rights in writing in favour of the University, or any other party.

#### PATENTS

H4.14 When a Member is not party to a research or development contract which has explicit provisions for patents and revenue sharing from such patents, and a potentially patentable invention, discovery, or creation is made by the Member in the course of scholarly activity the Member may notify their Administrative Head in writing of all potentially patentable inventions, discoveries or creations made by the Member. Within thirty (30) days of the date that the Administrative Head was so notified, the University shall indicate to the Member in writing whether the University is interested in commercializing the invention, discovery or creation in partnership with the Member on terms negotiated between the Member and the University. Upon request, the Association shall be provided with a copy of all final commercialization terms negotiated with the Member.

#### OUTSIDE PROFESSIONAL ACTIVITIES

H4.15 Members may utilize their Intellectual Property in their Outside Professional Activities. Members wishing to utilize Intellectual Property that they co-own with other creators shall obtain the Informed Consent of those other creators prior to utilizing the co-owned Intellectual Property in their Outside Professional Activities. The use of Intellectual Property shall not include the license or assignment of Intellectual Property or Intellectual Property Rights except as provided for under H4.16 of this Article. When engaging in Outside Professional Activities, the Member shall ensure that they do not represent themselves as acting on behalf of the University. The University will assume no liability for any action brought against a Member as a result of Outside Professional Activities or use of Intellectual Property in Outside Professional Activities.

## LICENSE OR ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

H4.16 Subject to the Intellectual Property Rights and contributions of other Members, the University, and third parties, Members are free to license or assign their Intellectual Property Rights. If the University made a Significant Documented Contribution to the creation of the Intellectual Property, written consent of the Vice-President Academic and Research, or delegate, shall be required. The consent of the Vice-President Academic and Research, or delegate, shall not be unreasonably withheld, and a decision rendered within thirty (30) days. If notification of a decision on consent is not received from the Vice-President Academic and Research within 30 days of the request being made, consent shall be deemed to have been given.

## DISSEMINATION

H4.17 The University shall make no claim to the proceeds of dissemination for which it has provided no more than normal academic facilities, including research grants.

H4.18 When the University has subsidized dissemination by making a Significant Documented Contribution, it may negotiate with the Member who is the creator specific conditions governing participation in royalties.

H4.19 The University shall stipulate, at the time it offers a dissemination subsidy, whether it wishes to negotiate a claim to royalties that may accrue from publications thus supported. If the University does not so stipulate, it shall be deemed to have waived any claim to royalties or other income.

H4.20 The University's share of royalties shall be used to support research and scholarly activity at the University.

H4.21 The University shall, within twenty (20) days, transmit to the Association a list of royalties earned under this Article. ~~No more than one (1) such request shall be made per year.~~

H4.22 Subject to the terms of this Article, any other applicable agreement, and any ethical or legal requirements, Members shall be free to disseminate and/or present their Intellectual Property in academic journals and other vehicles of scholarly dissemination and to assign or license copyright in any academic work to academic journals and other vehicles of scholarly dissemination. Members shall have an absolute right to publicly disclose information about risks to research participants, or the general public, or threats to the public interest that become known in the course of their scholarly activity.

## RIGHTS OF ESTATE

H4.23 In the event of the death of an Member, their Intellectual Property Rights under this Article shall revert to their estate, or succession of the Member.

### H4.824 Dispute Resolution

H4.824.1 Except as noted in H4.824.2, 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.

H4.824.2 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.
- d) The University shall provide to the Association and post on the University's website a copy of all minutes of non-in-camera Board Meetings after such minutes have been approved by the Board.
- e) The University shall provide to the Association and post on the University's website an annual itemized report on research overhead collections and expenditures, including but not limited to indirect costs of research as defined by tri-council.

UPEIFA Proposal – July 7, 2022

APPENDIX A - Schedule of Faculty Salaries

Salary Scale Minima: July 1, 2022

Step	Lecturer	Assistant Professor	Associate Professor	Professor
1	\$74,384	\$86,393	\$106,609	\$134,169
2	\$78,368	\$90,376	\$110,592	\$138,152
3	\$82,351	\$94,359	\$114,575	\$142,135
4	\$86,334	\$98,342	\$118,559	\$146,118
5	\$90,317	\$102,325	\$122,542	\$150,100
6		\$106,308	\$126,524	\$154,083
7		\$110,292	\$130,507	\$158,066
8		\$114,274	\$134,490	\$162,049
9		\$118,257	\$138,473	\$166,033
10			\$142,456	\$170,016
11			\$146,439	\$173,999
12			\$149,426	\$177,982
13			\$151,419	\$180,969
14			\$153,410	
15			\$155,403	

Salary Scale Minima: January 1, 2023

Step	Lecturer	Assistant Professor	Associate Professor	Professor
1	\$77,732	\$90,281	\$111,406	\$140,207
2	\$81,895	\$94,443	\$115,569	\$144,369
3	\$86,057	\$98,605	\$119,731	\$148,531
4	\$90,219	\$102,767	\$123,894	\$152,693
5	\$94,381	\$106,929	\$128,056	\$156,855
6		\$111,091	\$132,218	\$161,017
7		\$115,255	\$136,380	\$165,179
8		\$119,417	\$140,542	\$169,341
9		\$123,579	\$144,704	\$173,505
10			\$148,866	\$177,667
11			\$153,028	\$181,829
12			\$156,151	\$185,991
13			\$158,233	\$189,113
14			\$160,314	
15			\$162,396	



## APPENDIX A - Schedule of Faculty Salaries

Salary Scale Minima: July 1, 2023

Step	Lecturer	Assistant Professor	Associate Professor	Professor
1	\$80,841	\$93,892	\$115,863	\$145,815
2	\$85,171	\$98,221	\$120,191	\$150,143
3	\$89,499	\$102,549	\$124,520	\$154,472
4	\$93,828	\$106,878	\$128,850	\$158,801
5	\$98,156	\$111,207	\$133,178	\$163,129
6		\$115,535	\$137,507	\$167,458
7		\$119,865	\$141,835	\$171,786
8		\$124,193	\$146,164	\$176,115
9		\$128,522	\$150,492	\$180,445
10			\$154,821	\$184,773
11			\$159,150	\$189,102
12			\$162,397	\$193,430
13			\$164,562	\$196,677
14			\$166,726	
15			\$168,892	

Salary Scale Minima: January 1, 2024

Step	Lecturer	Assistant Professor	Associate Professor	Professor
1	\$83,670	\$97,178	\$119,918	\$150,918
2	\$88,152	\$101,659	\$124,398	\$155,399
3	\$92,632	\$106,139	\$128,878	\$159,879
4	\$97,112	\$110,619	\$133,359	\$164,359
5	\$101,592	\$115,099	\$137,839	\$168,839
6		\$119,579	\$142,319	\$173,319
7		\$124,060	\$146,800	\$177,799
8		\$128,540	\$151,280	\$182,279
9		\$133,020	\$155,760	\$186,760
10			\$160,240	\$191,240
11			\$164,720	\$195,720
12			\$168,081	\$200,201
13			\$170,322	\$203,561
14			\$172,562	
15			\$174,803	

## APPENDIX A - Schedule of Faculty Salaries

Salary Scale Minima: July 1, 2024

Step	Lecturer	Assistant Professor	Associate Professor	Professor
1	\$86,181	\$100,094	\$123,515	\$155,446
2	\$90,796	\$104,708	\$128,130	\$160,060
3	\$95,411	\$109,323	\$132,744	\$164,675
4	\$100,025	\$113,937	\$137,360	\$169,289
5	\$104,640	\$118,552	\$141,975	\$173,904
6		\$123,166	\$146,589	\$178,518
7		\$127,782	\$151,204	\$183,133
8		\$132,396	\$155,818	\$187,747
9		\$137,011	\$160,433	\$192,363
10			\$165,047	\$196,978
11			\$169,661	\$201,592
12			\$173,123	\$206,207
13			\$175,431	\$209,668
14			\$177,739	
15			\$180,047	

Salary Scale Minima: January 1, 2025

Step	Lecturer	Assistant Professor	Associate Professor	Professor
\$1	\$88,335	\$102,596	\$126,603	\$159,332
\$2	\$93,066	\$107,326	\$131,333	\$164,062
\$3	\$97,796	\$112,056	\$136,063	\$168,792
\$4	\$102,526	\$116,786	\$140,794	\$173,522
\$5	\$107,256	\$121,516	\$145,524	\$178,251
\$6		\$126,245	\$150,254	\$182,981
\$7		\$130,977	\$154,984	\$187,711
\$8		\$135,706	\$159,713	\$192,441
\$9		\$140,436	\$164,443	\$197,172
\$10			\$169,173	\$201,902
\$11			\$173,903	\$206,632
\$12			\$177,451	\$211,362
\$13			\$179,817	\$214,910
\$14			\$182,182	
\$15			\$184,548	

UPEIFA Proposal – July 7, 2022

APPENDIX B - Schedule of Librarian Salaries

Salary Scale Minima: July 1, 2022

Step	Librarian 1	Librarian 2	Librarian 3	Librarian 4
1	\$69,733	\$77,392	\$96,894	\$120,113
2	\$73,683	\$81,342	\$100,844	\$124,063
3	\$77,633	\$85,292	\$104,794	\$128,012
4	\$81,582	\$89,242	\$108,744	\$131,962
5	\$85,532	\$93,192	\$112,694	\$135,912
6		\$97,142	\$116,644	\$139,862
7		\$101,092	\$120,594	\$143,812
8		\$105,042	\$124,544	\$147,762
9		\$108,992	\$128,494	\$151,712
10			\$132,443	\$155,662
11			\$136,393	\$159,612
12			\$139,355	\$163,562
13			\$141,330	\$166,524
14			\$143,305	
15			\$145,280	

Salary Scale Minima: January 1, 2023

Step	Librarian 1	Librarian 2	Librarian 3	Librarian 4
1	\$72,871	\$80,874	\$101,254	\$125,518
2	\$76,999	\$85,002	\$105,382	\$129,646
3	\$81,126	\$89,130	\$109,510	\$133,772
4	\$85,253	\$93,258	\$113,638	\$137,900
5	\$89,381	\$97,385	\$117,765	\$142,028
6		\$101,513	\$121,893	\$146,155
7		\$105,641	\$126,021	\$150,283
8		\$109,769	\$130,148	\$154,411
9		\$113,896	\$134,276	\$158,539
10			\$138,403	\$162,666
11			\$142,530	\$166,794
12			\$145,626	\$170,922
13			\$147,690	\$174,018
14			\$149,754	
15			\$151,818	

## APPENDIX B - Schedule of Librarian Salaries

Salary Scale Minima: July 1, 2023

Step	Librarian 1	Librarian 2	Librarian 3	Librarian 4
1	\$75,786	\$84,109	\$105,304	\$130,539
2	\$80,079	\$88,402	\$109,597	\$134,831
3	\$84,372	\$92,695	\$113,890	\$139,123
4	\$88,663	\$96,988	\$118,183	\$143,416
5	\$92,956	\$101,281	\$122,476	\$147,709
6		\$105,574	\$126,769	\$152,002
7		\$109,867	\$131,062	\$156,294
8		\$114,159	\$135,354	\$160,587
9		\$118,452	\$139,647	\$164,880
10			\$143,939	\$169,173
11			\$148,232	\$173,466
12			\$151,451	\$177,759
13			\$153,598	\$180,978
14			\$155,744	
15			\$157,891	

Salary Scale Minima: January 1, 2024

Step	Librarian 1	Librarian 2	Librarian 3	Librarian 4
1	\$78,438	\$87,053	\$108,990	\$135,107
2	\$82,881	\$91,496	\$113,433	\$139,551
3	\$87,325	\$95,939	\$117,876	\$143,992
4	\$91,766	\$100,383	\$122,319	\$148,436
5	\$96,209	\$104,826	\$126,763	\$152,879
6		\$109,269	\$131,206	\$157,322
7		\$113,712	\$135,649	\$161,765
8		\$118,155	\$140,092	\$166,208
9		\$122,598	\$144,535	\$170,651
10			\$148,977	\$175,094
11			\$153,420	\$179,537
12			\$156,752	\$183,980
13			\$158,974	\$187,313
14			\$161,195	
15			\$163,417	

## APPENDIX B - Schedule of Librarian Salaries

Salary Scale Minima: July 1, 2024

Step	Librarian 1	Librarian 2	Librarian 3	Librarian 4
1	\$80,791	\$89,665	\$112,260	\$139,161
2	\$85,368	\$94,241	\$116,836	\$143,737
3	\$89,944	\$98,818	\$121,413	\$148,312
4	\$94,519	\$103,394	\$125,989	\$152,889
5	\$99,096	\$107,970	\$130,565	\$157,465
6		\$112,547	\$135,142	\$162,041
7		\$117,123	\$139,718	\$166,618
8		\$121,700	\$144,295	\$171,194
9		\$126,276	\$148,871	\$175,771
10			\$153,446	\$180,347
11			\$158,022	\$184,923
12			\$161,455	\$189,500
13			\$163,743	\$192,932
14			\$166,031	
15			\$168,319	

Salary Scale Minima: January 1, 2025

Step	Librarian 1	Librarian 2	Librarian 3	Librarian 4
1	\$82,811	\$91,907	\$115,066	\$142,640
2	\$87,502	\$96,597	\$119,757	\$147,331
3	\$92,193	\$101,288	\$124,448	\$152,020
4	\$96,882	\$105,979	\$129,139	\$156,711
5	\$101,573	\$110,670	\$133,830	\$161,402
6		\$115,360	\$138,520	\$166,092
7		\$120,051	\$143,211	\$170,783
8		\$124,742	\$147,902	\$175,474
9		\$129,433	\$152,593	\$180,165
10			\$157,282	\$184,856
11			\$161,973	\$189,546
12			\$165,491	\$194,237
13			\$167,836	\$197,755
14			\$170,182	
15			\$172,527	

UPEIFA Proposal – July 7, 2022

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

July 1, 2022

Step	Regular	Master's Prepared
1	\$ 48.30	\$ 50.53
2	\$ 50.53	\$ 52.75

January 1, 2023

Step	Regular	Master's Prepared
1	\$ 50.47	\$ 52.80
2	\$ 52.80	\$ 55.12

July 1, 2023

Step	Regular	Master's Prepared
1	\$ 52.49	\$ 54.91
2	\$ 54.91	\$ 57.33

January 1, 2024

Step	Regular	Master's Prepared
1	\$ 54.33	\$ 56.83
2	\$ 56.83	\$ 59.34

July 1, 2024

Step	Regular	Master's Prepared
1	\$ 55.96	\$ 58.54
2	\$ 58.54	\$ 61.12

January 1, 2025

Step	Regular	Master's Prepared
1	\$ 57.36	\$ 60.00
2	\$ 60.00	\$ 62.64

An increment shall be earned upon completion of each 1,957 hours worked, exclusive of overtime.  
Hours worked from the date of employment at UPEI as a Clinical Nursing Instructor shall count towards the 1,957 hours needed for the increment.