

Collective Agreement

Between

The St. Mary's University
Faculty Association

and

The Board of Governors
of St. Mary's University

July 1, 2021 to June 30, 2025

Table of Contents

1	Preamble.....	5
2	Term of Agreement	5
3	Definitions.....	5
4	Academic Freedom	6
5	Collegial Governance	6
6	Tenure and Tenure-Track Appointments	6
6.1	Preamble.....	6
6.2	Composition of the Search Committee	7
6.3	Advertising of Tenure-Track Appointments	7
6.4	The Search Process	8
6.5	Recommendation for Appointment	8
6.6	Offering of a Contract	9
7	Limited-Term Appointments	9
7.1	Overview.....	9
7.2	Contractual need	9
7.3	Limited-Term Member contracts.....	9
8	Sessional Appointments	10
8.1	Overview.....	10
8.2	Sessional Member workload and contracts	10
8.3	Assessment and Review.....	10
8.4	Cancellation of Sessional Member Contracts.....	11
8.5	Right of First Refusal	11
8.6	Sessional Multi-semester Contract.....	11
9	Workload and Responsibilities	12
9.1	Responsibilities	12
9.2	Workload Streams	12
9.3	Workload stream assignment.....	12
9.4	Changing workload streams	13
9.5	Assignment of teaching workload	13
9.6	Course timetabling.....	13
9.7	Course release for administrative work.....	14
9.8	Course release for research grants.....	15
9.9	Overload teaching.....	15
9.10	Course banking	15
9.11	Underload teaching	15
9.12	Governance, Administration and Service workload	16

9.13	Unpaid professional activities.....	16
9.14	Paid Outside Employment	16
10	Annual Reviews.....	16
11	Salary	17
11.1	Collection of Faculty Association Dues	17
11.2	Salary of Permanent Members.....	17
11.3	Salary of Sessional Members	18
11.4	Salary of Laboratory Co-ordinators	18
12	Professional Development Funds for Members.....	18
13	Promotion and Tenure	19
13.1	Tenure.....	19
13.2	Descriptions of Rank	19
13.3	Categories of Evaluation.....	19
13.4	Criteria for Promotion and Tenure	21
13.5	Application process.....	22
13.6	Promotion and Tenure Committee.....	23
13.7	Guidelines for external referees	24
13.8	Denial of Tenure	24
13.9	Appeal Process.....	24
14	Sabbatical Leave	25
14.1	General Principles	25
14.2	Duration	25
14.3	Qualifying service.....	25
14.4	Administrative considerations	25
14.5	Conditions while on Sabbatical.....	26
14.6	Application process.....	26
14.7	Denial of sabbatical.....	28
14.8	Deferrals and cancellations.....	28
14.9	Post-Sabbatical Report	29
15	Leave.....	29
15.1	Overview	29
15.2	Eligibility.....	30
15.3	Reporting & Recording.....	30
15.4	Maternity Leave	30
15.5	Parental/Adoption leave.....	31
15.6	Vacation leave.....	31
15.7	Casual Illness leave (sick days).....	31

15.8	Disability leave (short term and long term).....	32
15.9	Workers Compensation Leave.....	32
15.10	Political leave.....	33
15.11	Urgent Family Leave.....	33
15.12	Domestic Violence Leave.....	33
15.13	Leave for Compassionate Reasons.....	33
15.14	Bereavement Leave.....	33
15.15	Military Leave.....	34
15.16	Court Leave.....	34
16	Retirement.....	34
16.1	Overview.....	34
16.2	Procedures.....	34
16.3	Benefit changes during employment.....	35
16.4	Benefits during phased retirement.....	35
17	Discipline.....	35
17.1	Overview.....	35
17.2	Disciplinary Procedures.....	36
17.3	Principles.....	37
18	Grievance and Arbitration.....	38
18.1	General.....	38
18.2	Time limits.....	38
18.3	Technical Irregularities.....	39
18.4	Termination of Employment.....	39
18.5	Grievance Procedure.....	39
18.6	Arbitration.....	39
	Appendix A: Permanent Members Salary Grids.....	41
	Appendix B: Sessional Members Salary Grids.....	43
	Appendix C: Workload and Salary Grid for Laboratory Co-ordinators.....	44
1	Preamble.....	44
1.2	Remuneration.....	44
	Memorandum of Understanding.....	49

1 Preamble

- 1.1.1 St. Mary's University is a publicly funded Independent Academic Institution as constituted through the St. Mary's College Act in 1986 and amended in 2004 and governed by the By-Laws of St. Mary's University.
- 1.1.2 St. Mary's University is a community of learning grounded in scholarship and academic freedom, preparing students to be independent thinkers, ethical leaders, and citizens for the common good.
- 1.1.3 St. Mary's University promotes a culture of collegiality guided by its Mission, Vision, Values Framework and the University's strategic directions.
- 1.1.4 The St. Mary's University Faculty Association (Faculty Association) and the St. Mary's University Board of Governors mutually recognize their teams as having the exclusive authority to negotiate and enter into this Agreement.
- 1.1.5 Neither the Faculty Association nor the Board of Governors shall introduce, implement, or enforce any policy that is inconsistent with or violates this Agreement.

2 Term of Agreement

The Agreement is of four (4) years' duration, from July 1, 2021 to June 30, 2025.

3 Definitions

For the purposes of this document, the following definitions apply:

Academic Year: The period from May 1 to April 30 and including the Spring/Summer, Fall, and Winter semesters.

Course: The preparation, delivery, grading, office hours, and all other work associated with a three (3) hour per week lecture section or equivalent for compressed courses, for one (1) semester.

Faculty Association: The St. Mary's University Faculty Association. Where a clause stipulates agreement of the Faculty Association, this will be taken to mean agreement of the Faculty Association Executive.

Member: A member of the St. Mary's University Faculty Association including all permanent and tenure-track Assistant, Associate, and Full Professors (excluding those holding the position of Dean, Vice-President Academic, and President); limited-term faculty, adjuncts, lecturers; sessional, laboratory, and tutorial instructors; laboratory co-ordinators; and practicum advisors.

Permanent Member: Faculty employed in a tenure or tenure-track position.

Practicum Advisor: A member employed on a part-time contractual basis in the Faculty of Education to act as a mentor and supervisor to pre-service teachers.

Regular Academic Year: The period from September 1 to April 30.

Sessional Appointment: A temporary teaching engagement.

Sessional Member: Faculty employed on a part-time contractual basis. Synonyms include sessionals, sessional faculty, adjunct faculty, and part-time faculty.

Sessional Multi-semester Contract: A sessional appointment of one (1) to three (3) academic years.

Spring/Summer terms: The period from May 1 to August 31.

Their: In this document, "their", "they" and "them" are used for all 3rd-person personal pronouns, both singular and plural.

VPA: Vice-President Academic.

4 Academic Freedom

- 4.1.1 The parties subscribe to the principles of academic freedom and are committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge.
- 4.1.2 In a democratic society, academic freedom in teaching, scholarship, and research is a fundamental value that is essential to the common good.
- 4.1.3 Faculty are entitled, therefore, to:
- Freedom in carrying out research and in publishing the results thereof;
 - Freedom in carrying out teaching and discussing their subject; and,
 - Freedom from institutional censorship.
- 4.1.4 Members are expected to exercise their academic freedom conscientiously by seeking accuracy in their statements and by respecting other scholarly perspectives.
- 4.1.5 Academic freedom does not confer legal immunity and carries with it the duty to use that freedom in a responsible manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. Academic freedom does not diminish the obligation of Members to meet their responsibilities to the University as set out in this collective agreement.
- 4.1.6 A Member shall not purport to represent or speak on behalf of the University unless authorized by the University. This does not limit Members in expressing their personal academic or professional opinions.
- 4.1.7 In exercising academic freedom, Members must act in a responsible manner and respect the academic freedom and rights of other members of the University community.

5 Collegial Governance

- 5.1.1 St. Mary's University has a bicameral form of governance, with an Academic Council as the senior academic body of the University and a Board of Governors responsible for ensuring the University's sustainability and adherence to its mission.
- 5.1.2 The University and the Faculty Association affirm the right, privilege and responsibility of faculty to participate in collegial governance of the University, in accordance with and subject to the policies, procedures and bylaws of the University and the various collegial bodies and committees involved. This participation includes but is not limited to the formulation and/or recommendation of policy within the University and major planning exercises and initiatives, through representation on duly constituted collegial bodies and committees.

6 Tenure and Tenure-Track Appointments

6.1 Preamble

- 6.1.1 The quality of the University is reflected in the excellence of its faculty. St. Mary's University is committed to fostering a diverse workplace within a supportive and respectful environment. Furthermore, St. Mary's University recognizes that the diversity of faculty is essential to its success and an integral component of faculty excellence.
- 6.1.2 The responsibility of initiating faculty appointments is that of the appropriate Dean. The Dean conducts a review of the need for the position in consultation with the relevant Area Chair and forwards a detailed recommendation to the VPA.
- 6.1.3 If the ratio of students to permanent members is greater than 45:1 in a given disciplinary degree program for two or more years, a new tenure-track appointment in the discipline will be recommended to the President.
- 6.1.4 The VPA will make a recommendation to the President. Final approval to commence the search and hiring process for all Permanent Member positions must be obtained in writing from the President.
- 6.1.5 When approval to initiate the search is granted by the President, a Search Committee will be struck.

6.2 Composition of the Search Committee

- 6.2.1 The process of developing recommendations on the appointment of faculty is peer review. The guiding objective of a search committee is to attract and appoint the most highly qualified candidates. In its deliberations, the Search Committee shall consider various factors including but not limited to:
- Academic credentials
 - Program fit with the relevant academic unit
 - Evidence of positive teaching performance
 - Record or clear potential of strong scholarship and
 - Understanding and acknowledgement of the Mission, Vision and Values of St. Mary's University
- 6.2.2 A Search Committee is struck by Academic Council for each hire. The University recognizes that input from faculty members of the same discipline as that of the anticipated appointment is important. The Search Committee shall be comprised of the following voting members:
- The appropriate Dean who shall chair the committee
 - Chair of the Area in which the appointment is being made
 - Program Coordinator, if there is one for the program, or one (1) member of the discipline (or a related field if there is not a tenured Permanent Member in that discipline) who holds a tenured appointment at St. Mary's University
 - One (1) tenured member of the faculty within St. Mary's University but outside the discipline
 - One (1) member of the discipline (or a related field if there is not an available Faculty Member in that discipline) who is currently teaching at St. Mary's University
- 6.2.3 With the exception of the Dean, the Area Chair and Program Coordinator, the members of the search committee will be selected by ballot at Academic Council
- 6.2.4 The Search Committee composition shall endeavor to reflect the diversity of St. Mary's University faculty
- 6.2.5 Members of the search committee are responsible for protecting the confidentiality of personal information which they may obtain in the course of the search.
- 6.2.6 The Human Resources department is responsible for collecting and disseminating applications and answering routine questions about the application process.

6.3 Advertising of Tenure-Track Appointments

- 6.3.1 The advertising of academic vacancies is the method for ensuring that well-qualified candidates are informed of available positions. The Search Committee will develop the job posting with regards to areas of teaching and research specialization and other specific qualifications for the position being advertised. The Chair of the Search Committee will ensure that advertisements contain University approved wording regarding employment equity and immigration regulations in compliance with the Governments of Canada and Alberta, and the institutional profile of St. Mary's University.
- 6.3.2 The draft advertisement shall be submitted for the approval of the VPA before being sent to Human Resources for placement in appropriate media.
- 6.3.3 All searches shall be made subject to funding and a search may be discontinued by the President on financial grounds at any stage prior to final approval.
- 6.3.4 For all tenure-track appointments, the following steps will be taken to advertise the position:
- the Tenure-Track position will be advertised on the St. Mary's University website;
 - this position will also be advertised in either the print or website career services section of University Affairs published by AUCC, and the CAUT Bulletin;
 - where possible, the position shall also be advertised in the appropriate print and/or electronic media of the discipline in which the appointment is being made;

- an announcement of the position will be circulated to the Association of Catholic Colleges and Universities of Canada and placed on the website of the Association of Catholic Colleges and Universities (US).

6.4 The Search Process

- 6.4.1 The selection process will be carried out in accordance with current and legislative Human Resources, and Rights and Freedoms policies of the Government of Canada and Government of Alberta. Following the advertising period, the Search Committee shall review the applications and develop a short list which normally shall consist of three (3) candidates per advertised position. Only those holding or those eligible to be appointed to the advertised rank may be included on the short list.
- 6.4.2 The Chair of the Search Committee will arrange for the visit of the short-listed candidates and provide each candidate with a schedule in advance that outlines the basic framework, and informs each candidate of what to expect. All candidates will have equal opportunities to meet and interact with potential colleagues and students.
- 6.4.3 Prior to the interview, the search committee will develop a set of questions for the short-listed candidates including those who are internal. Such questions must relate to bona fide occupational requirements (BFORs) of the position, which might include, but is not limited to, questions relating to the following areas:
- Educational background
 - Research experience
 - Teaching experience
 - Publication record
 - Current and future research interests
 - Current funding and potential sources of future funding
 - Ideas for future publications
 - Experience teaching and/or interacting with diverse populations
- 6.4.4 All selection committee members shall have equivalent information about each candidate and apply consistent procedures in interviewing and equal methods for collecting opinions and evaluating the candidates.
- 6.4.5 Each visit shall include:
- An interview
 - Presentation of a seminar on the candidate's research or lecture if applying for a Teaching-Service Stream position. In addition to the selection committee, an open invitation to all Members and students to attend this presentation should be made
 - A meeting with the Faculty Association President or their designate
 - A meeting with the VPA
 - A meeting with the President

6.5 Recommendation for Appointment

- 6.5.1 Following the completion of the interview process, the Search Committee will decide which, if any, of the candidates to recommend for appointment, including a rank order of any recommended candidates.
- 6.5.2 The Chair shall forward the recommendations with a recommendation package of the Search Committee to the VPA, who will forward them to the President.
- 6.5.3 The recommendation package will include:
- a detailed statement of the actual search and selection procedure;

- a copy of the advertisement(s) used;
- documentation on interviewed candidates, including a complete copy of their application dossier;
- an explanation of the ranking of the candidates;
- in cases where any Committee member dissents from the recommendations of the Search Committee, they may provide comments to be attached to the documentation submitted to the President, with a copy distributed to the members of the Search Committee.

6.6 Offering of a Contract

- 6.6.1 After review of the submission from the Search Committee, and in consultation with the Dean and VPA, the President will make the final decision and appointment. If the President's decision is inconsistent with the recommendations of the Search Committee, they will provide rationale, in writing, to the Chair of the Search Committee. The Chair will provide a copy of the rationale to the Search Committee and the Faculty Association President.
- 6.6.2 The VPA will issue a verbal offer to the candidate. Following a verbal acceptance of the offer by the candidate, the President will issue a written offer of employment to the selected candidate. A letter of appointment, duly executed by the President and the Member, shall confirm the appointment of the Member.
- 6.6.3 The letter of appointment shall outline the nature and scope of the Member's duties, rights, and responsibilities and shall specify the rank at which the appointment is offered, whether it is a permanent or probationary academic appointment, the commencement date, and provide access to the most recent Collective Agreement.
- 6.6.4 No contract exists until the candidate has signed a copy of the President's letter indicating acceptance of the offer and the contract and returned the copies to the President.
- 6.6.5 Normally a probationary tenure-track appointment at the rank of Assistant Professor shall be for an initial period of three (3) years. Upon approval by the Promotion and Tenure Committee a second probationary contract of three (3) years will be offered, during which time the Member can apply for a permanent academic appointment as a Permanent Member. In cases of appointments at the Associate level, the offer of appointment may specify a shorter probationary period.

7 Limited-Term Appointments

7.1 Overview

- 7.1.1 A Limited-Term Appointment is a full-time appointment for a fixed period and requires duties related to teaching, scholarship, and service (see 9.1)
- 7.1.2 The intention is that the number of Limited-term taught courses in combination with sessionally-taught courses should not exceed the number of courses taught by Permanent Members.

7.2 Contractual need

- 7.2.1 A Limited-Term Appointment may be made in the following circumstances:
- to replace a Member who is on sabbatical, on leave, or who has assumed an administration position outside the bargaining unit;
 - to temporarily fill vacancies that arise from the resignation, retirement, termination, or death of a Tenure or Tenure-Track Member;
 - to fill temporarily a vacancy in an academic Area because a qualified candidate for a Tenure-Track Appointment could not be found;
 - to meet a sudden increase in student enrollments which is not expected to continue.

7.3 Limited-Term Member contracts

- 7.3.1 Initial Limited-Term Appointments of Members shall normally be decided by the VPA (in accordance with 8.2.1) for any length of term up to three (3) years.
- 7.3.2 Limited-Term Appointments as sabbatical replacements are normally to be made for a term of less than or equal to one (1) year.
- 7.3.3 Members who hold Limited-Term Appointments shall be eligible to apply for another appointment, including another Limited-term.
- 7.3.4 Limited-Term Appointments carry no implication of renewal or continuation beyond the term and no indication that the Member is on track for a more permanent appointment.
- 7.3.5 If a holder of a Limited-Term Appointment subsequently obtains a Tenure-Track Appointment in the same Area, time spent in the Limited-Term Appointment may be counted for tenure, sabbatical and advancement in rank and step at the specific request of the Member.

8 Sessional Appointments

8.1 Overview

- 8.1.1 A sessional appointment is a temporary teaching engagement. As per 7.1.2, the intention is that the number of Sessionally-taught courses in combination with Limited-term taught courses should not exceed the number of courses taught by Permanent Members. The Parties also recognize that Sessional Members add diversity, expertise, and practical experience to the University. These instructors are Members of the Faculty Association.

8.2 Sessional Member workload and contracts

- 8.2.1 Sessional Appointments shall be made by the VPA and the appropriate Dean in consultation with the Area Chair or Program Coordinator.
- 8.2.2 An individual Member may hold more than one (1) sessional appointment concurrently in different disciplines.
- 8.2.3 A Sessional Member assumes the responsibilities of their appointment when a contract stating the terms and conditions of their employment has been executed by the Member. Contracts will normally be executed by Members two (2) weeks prior to the first day of classes in each semester, to allow Sessional Members time for preparatory work.
- 8.2.4 Sessional Members shall have access on a shared basis to the following services when available as required for instructional purposes: access to copying resources, office equipment and supplies (including desk, chair, phone, storage space for confidential materials, and computer), St. Mary's University computer account, library card, inclusion in the Sessional Member list serve, ability to receive and send mail.
- 8.2.5 Sessional Members shall be invited to attend regular Area meetings but are not obligated to attend.

8.3 Assessment and Review

- 8.3.1 The performance of a Sessional Member shall be assessed before the end of their contract by the Area Chair or Program Coordinator where there is one, or a tenured Permanent Member from the discipline, appointed by the appropriate Dean, using the standard in-class assessment document in place at St. Mary's University. In the case of cross-appointments, the Dean will work with both Areas to determine who will conduct the evaluation.

8.3.2 The Sessional Member shall meet with the Area Chair or Program Coordinator, who will review the assessment, course evaluations, and any relevant materials, including any provided by the Sessional Member. At the conclusion of the performance review, the Area Chair or Program Coordinator will forward to the appropriate Dean a written report which will include the designation of the Sessional Member's performance as being unsatisfactory, satisfactory, very good, or outstanding. The Dean will place the correspondence in the Member's file.

8.4 Cancellation of Sessional Member Contracts

8.4.1 In the case of a low enrolled course (fewer than 12 students), the appropriate Dean will contact the assigned Sessional Member one (1) week before the first class to inform the member of the current and expected enrolment. If the enrolment is below the minimum of twelve (12) enrolled students, the member has the choice to teach the course on a pro-rated basis, according to the chart below, or to decline or terminate the contract. This scale must be provided to prospective Sessional Members during their interview and shall be included as part of any contract they sign.

Student enrolment on first date of classes	Remuneration (% of stipend)
Twelve (12) or more	100%
Fewer than twelve (12)	1/12X the number of enrolled students or a minimum of \$900

8.4.2 If a course is cancelled for low enrolment or reassigned to a Permanent Member within ten (10) calendar days prior to the scheduled first day of class, the Sessional Member scheduled to teach the course is entitled to a course cancellation fee of 10% of the stipend.

8.4.3 If a course is cancelled after commencement of the course, the Sessional Member shall be paid \$900.

8.4.4 Course cancellation fees shall be waived if the University offers equivalent work at an equivalent rate of pay to replace the cancelled course.

8.5 Right of First Refusal

8.5.1 Upon completion of contracted work in accordance with Section 8.3 and a designation of very good or outstanding performance, a Sessional Member has the right of first refusal for any contract for which the member is qualified by virtue of having already taught the course successfully at St. Mary's University over at least three (3) terms.

8.5.2 If more than one (1) Sessional Member exercises their right of first refusal to a contract, the VPA, upon recommendation from the appropriate Dean, will offer the contract to the candidate with the better academic qualifications and review(s).

8.5.3 In exceptional circumstances, such as time not allowing for the normal appointment procedure e.g., illness of a member originally scheduled to teach; opening of new sections of course(s); unanticipated commencements of Leave of Absence, etc. the University retains the right to appoint Sessional Members in consultation with the appropriate Area Chair or Program Coordinator and Dean.

8.6 Sessional Multi-semester Contract

8.6.1 Sessional Members may be eligible for a Sessional Multi-semester Contract in accordance with this Section.

8.6.2 The Area Chair and/or Program Coordinator may recommend to the appropriate Dean a Sessional Member for a Multi-semester Contract if there is program need and if the Sessional Member has demonstrated evidence of very good or outstanding teaching (in accordance with Section 8.3) at the University, normally over three (3) years. Such recommendations must be submitted to the Dean by March 1st and to the VPA by March 31 for the upcoming academic year. The appointment will be made by the VPA following consultation with the appropriate Dean.

- 8.6.3 A Sessional Multi-semester Contract is compensated at the course stipend rate outlined in the salary grid for a Sessional Member times the number of courses taught. Such appointments do not require duties related to either scholarship or service.
- 8.6.4 A Sessional Multi-semester Contract shall normally consist of a teaching load of four (4) or more courses in an academic year. This load may include a course or courses the member has taught more than once in the prior three (3) academic years and/or for which the Member has the requisite academic or other qualifications.
- 8.6.5 The Sessional Multi-semester Contract teaching load consists of courses identified by the Chair or program coordinator and recommended by the appropriate Dean to the VPA. The courses assigned do not have to remain the same in subsequent academic years.
- 8.6.6 When a course assigned in a Sessional Multi-semester Contract must be cancelled or reassigned, when possible the Sessional Member will be notified of the cancellation or reassignment thirty (30) days prior to the first day of class for that course. In cases where a course in a Sessional Multi-semester Contract is cancelled and another course is not assigned, the member will be paid a cancellation fee equivalent to 10% of the stipend for that course.
- 8.6.7 Two (2) semesters of unsatisfactory performance reviews in an academic year in accordance with Section 8.3 may result in cancellation of the Sessional Multi-semester Contract by the VPA.

9 Workload and Responsibilities

9.1 Responsibilities

- 9.1.1 The workload of a Permanent Member in the Teaching-Research-Service stream is approximately 60% teaching, 20% research, and 20% service. For a Permanent Member in the Teaching-Service stream, the workload is approximately 80% teaching and 20% service.
- 9.1.2 Additional Faculty responsibilities shall include: maintenance of regular, posted office hours at a time of ready access for students, colleagues, non-academic employees of St. Mary's University and administrative officers; course preparation; and curriculum development.

9.2 Workload Streams

- 9.2.1 There are two (2) full-time workload streams at St. Mary's University: Teaching-Research-Service and Teaching-Service.
- 9.2.2 Members in the Teaching-Research-Service stream are expected to be actively engaged in research, teaching excellence and innovation, and other activity, including but not limited to participation in academic governance of St. Mary's University and Area administration.
- 9.2.3 Members in the Teaching-Service stream will be engaged in teaching excellence and innovation and related scholarly activity and other activity, including but not limited to participation in academic governance of St. Mary's University and Area administration. Such members will not normally be engaged in research.
- 9.2.4 All Permanent Members are eligible for either workload stream.
- 9.2.5 The same academic rank structures, salary scales, and rights will apply to both workload streams.

9.3 Workload stream assignment

- 9.3.1 The workload teaching assignment for the Teaching-Research-Service stream is normally eighteen (18) academic credit hours (six 3 credit courses) per Regular Academic Year and the workload assignment for the Teaching-Service stream is normally twenty-four (24) academic credit hours (eight 3 credit courses) per Regular Academic Year.
- 9.3.2 Permanent Members will be hired into one of the two (2) streams.

- 9.3.3 Permanent Members will be required to have their dossiers reviewed by their Dean annually as per Article 10.
- 9.3.4 The Dean will advise a Member whose goals and practices align more closely with a different stream of the possibility and process, in agreement with any existing or future policies, of workload assignments.
- 9.3.5 A Member who transitions will only be able to apply for return to their previous stream after 3 years.

9.4 Changing workload streams

- 9.4.1 All Permanent Members are eligible to apply for the other workload stream after a 3-year term.
- 9.4.2 Permanent Members who wish to change workload stream shall submit a written request to the Area Chair no later than September 1 of the academic year before the desired change. The request will include a clear rationale and, when the request is to enter the Teaching-Research-Service stream, a suitable proposed program of research. The Area Chair will consult with the appropriate Dean who will submit a recommendation to the VPA for final determination.
 - 9.4.2.1 If the Member's request to change workload streams is denied by the VPA, a clear written rationale for the denial must be provided. Clear steps and actions that the Member may undertake to support their request to change workload streams in the future will be outlined.
- 9.4.3 Permanent Members who change workload streams retain an existing Teaching or Research Award.

9.5 Assignment of teaching workload

- 9.5.1 The appropriate Dean, in consultation with the Area Chair and each Permanent Member, shall determine the faculty workload assignments for each Member.
- 9.5.2 For the purposes of teaching workload assignment, one (1) hour of laboratory instruction shall be equal to one-half (1/2) of an academic credit hour and one (1) hour of tutorial instruction shall be equal to one-third (1/3) of one (1) academic credit hour.
 - 9.5.2.1 Normally, priority will be given to Sessional Members in the assignment of Labs and Tutorials that would be overload for a Permanent Member where pedagogically and administratively practical.
- 9.5.3 No Member in the Teaching-Research-Service stream shall be required to have more than fifteen (15) student-contact hours per week, but may choose to do so. No Member in the Teaching-Service stream shall be required to have more than twenty-one (21) student-contact hours per week, but may choose to do so. This does not apply to Members who have elected to teach overload.
- 9.5.4 No Member in the Teaching-Research-Service stream shall be required to teach more than nine (9) academic credit hours per term. No Member in the Teaching-Service stream shall be required to teach more than twelve (12) academic credit hours per term.
- 9.5.5 With the exception of Members who are in the first year of their appointment at the University, no Member will be required to teach more than two (2) courses, or one (1) course and one (1) lab, which they have not taught at least once in the past four (4) years.
- 9.5.6 The process of assigning teaching workloads shall consider the number of low- and high-enrolled courses assigned to each member.
- 9.5.7 The Chair will notify each Permanent Member, in writing and no later than April 1 of their teaching assignment for the following academic year, beginning with the fall term.
 - 9.5.7.1 Once assigned, teaching assignments shall not be altered without agreement of the Member and Area Chair.

9.6 Course timetabling

- 9.6.1 Timetable planning will ensure that the principles of transparency, fairness and equity are respected.
- 9.6.2 The University and the Faculty Association agree that small class sizes and low teacher-student ratios are central to the educational mission and identity of St. Mary's University.

- 9.6.3 In the timetabling of courses with multiple sections, the same procedures with respect to the opening of additional sections and wait-listing of students will be used for all courses.
- 9.6.4 Enrolment caps on individual courses will be set during the timetabling process, with consideration given to pedagogy, supported by evidence, and budgetary constraints.
- 9.6.5 All reasonable efforts should be made to ensure that very early and very late class times are equitably distributed between all faculty.
- 9.6.6 Timetable planning is led by the VPA, Dean(s) and the Registrar's Office. Area Chairs will be consulted throughout the process and are responsible for communicating any scheduling requirements and preferences to the Dean.
- 9.6.7 Permanent Members shall be available to teach and attend meetings between the hours of 8:30 a.m. and 5:30 p.m., Monday through Friday, from September through April.
- 9.6.8 Permanent Members will not be required to teach weekends or evenings except by agreement of the Member.
- 9.6.9 Permanent Members will have a break of at least fourteen (14) hours between the end of the last class of one (1) day and the start of the first class on the following day.
- 9.6.10 For the fall and winter semesters, Members in the Teaching-Research-Service Workload stream shall normally have one (1) day per week free of teaching responsibilities. Exceptions to this shall not occur for more than two (2) consecutive terms without the express consent of the affected Member, who is encouraged to consult with their Area Chair and the Faculty Association President when making this decision.
- 9.6.11 A Permanent Member is entitled to one (1) non-teaching term in each academic year. This term will normally be the spring/summer.
- 9.6.12 A Permanent Member may, on a voluntary basis, choose to teach in all three (3) terms.

9.7 Course release for administrative work

- 9.7.1 The VPA, after consultation with the appropriate Dean and the Chair, will determine the work assignment of Area Chairs and Program Coordinators.
- 9.7.2 The VPA, after consultation with the Director of Research, will determine the work assignment of the Director of Research.
- 9.7.3 The teaching workload of Area Chairs shall be reduced by a minimum of one (1) course (3 academic credit hours) in each of the Fall and Winter semesters.
- 9.7.4 The teaching workload of Program Coordinators shall be reduced by a minimum of one (1) course (3 academic credit hours) per academic year for programs with fewer than 150 students and by a minimum of two (2) courses (6 academic credit hours) per academic year for programs with greater than 149 students. For small programs, at the VPA's discretion, in consultation with the Dean, a Program Coordinator may be assigned to oversee more than one (1) program.
- 9.7.5 The teaching workload of the Director of Research shall be reduced by a minimum of one (1) course (3 academic credit hours) per academic year.
- 9.7.6 The President of the Faculty Association will be eligible for two (2) course releases (6 academic credit hours) per academic year. The cost to hire a Sessional Member to teach the first released course shall be shared 50:50 between the Faculty Association and the University. The second course release will be paid in full by the Faculty Association.
- 9.7.7 In academic years in which the Faculty Association is engaged in Collective Bargaining, the teaching workload of the elected Chief Negotiator for the Faculty Association shall be reduced by one (1) course (3 academic credit hours) per round of collective bargaining.
- 9.7.8 Course release may be granted for administrative work not identified above. The VPA will make such recommendations in consultation with the Member, Dean, Area Chair and/or Program Coordinator.

9.8 Course release for research grants

- 9.8.1 A Member who is named as Principal Investigator (or, when no Principal Investigator is named, who is the primary research applicant and functions as the Principal Investigator) on external research grants (one or more grants totaling \$30,000 or more expendable in one year) or on Tri-Council (SSHRC, NSERC, CIHR) research grants, payable to StMU as the receiving institution, may apply to the appropriate Dean for a reduction in teaching workload normally not exceeding one (1) course (3 academic credit hours) release per year of grant funding.
- 9.8.1.1 A Member who is named as the Co-principal Investigator (or, when no Co-principal Investigator is named, who functions as a Co-principal Investigator) on external research grants as defined in 9.8.1 above may apply to the appropriate Dean for a reduction in teaching workload normally not exceeding a 0.5 course release per year of grant funding.
- 9.8.2 A Member who receives research grant funding equal to or in excess of \$15,000 and less than \$30,000 expendable in any one (1) year may buy out teaching responsibilities, by accepting a reduction in salary equivalent to Step 5 on the PhD Sessional Member salary grid. A Member normally may not buy out more than one (1) course (3 academic credit hours) in any academic year.

9.9 Overload teaching

- 9.9.1 Members are not required to teach overload.
- 9.9.2 A Member may, on a voluntary basis, request additional teaching on an overload basis.
- 9.9.3 Normally, members will not teach overload if they are not yet tenured or have been provided a course release for a research grant or administrative work.
- 9.9.3.1 After consultation with the Area Chair/Program Coordinator, a Member who is not yet tenured or is receiving course release for administrative work or a research grant may request overload teaching of labs, tutorials, or practicum (provided this does not equal a full course equivalent) OR request to teach overload outside the regular year (maximum 1 course). Requests will be forwarded to the Dean who will approve or deny the request. The Member, Area Chair, and Program Coordinator will be notified in writing of the decision.
- 9.9.4 In any one (1) academic year, a Member's overload teaching shall not exceed two (2) courses (6 academic credit hours).

9.10 Course banking

- 9.10.1 A course taught on overload, without remuneration, may be banked to fulfill future teaching load requirements. This system of course banking will allow Members to plan an academic term with reduced teaching responsibilities by fulfilling their usual annual teaching duties with a banked course.
- 9.10.2 Each Member may bank a maximum of two (2) courses at any given time.
- 9.10.3 A banked course must be used within two (2) years. If a banked course is not used within two (2) years, the Member shall be paid the stipend rate in place at the time the course was banked.
- 9.10.4 In the event that the member leaves their employment due to retirement, resignation, death or dismissal, the member shall be entitled to remuneration for any banked courses.

9.11 Underload teaching

- 9.11.1 Exceptional circumstances, such as temporary enrolment fluctuations or teaching restrictions (see 9.9.3) etc., may make a standard teaching load impossible. If this occurs, any banked courses will be applied to compensate for the underload. If the Member has no banked courses, they will either teach an additional course, without remuneration, within the next academic year or have a greater service workload in the year of underload.

- 9.11.1.1 Greater service workload will be determined by agreement of the Dean and Member, in consultation with the appropriate Area Chair and Program Coordinator. The duties will be recorded in the Members file. Note that it is the expectation that these services be beyond what is typically expected for service.

9.12 Governance, Administration and Service workload

- 9.12.1 Permanent Members are expected to engage in governance, administration, and service activities as part of their normal workload.
- 9.12.2 The expectations for governance, administration, and service workload of Members in the Teaching-Service and Teaching-Research-Service streams shall be the same.
- 9.12.3 The degree of participation in the governance of the University and related service responsibilities may vary among members and from time to time. With due consideration given to their teaching and research responsibilities, Members have the responsibility to accept a fair and reasonable share of the governance and administration necessary for effective functioning of their Areas, faculties and the University.

9.13 Unpaid professional activities

- 9.13.1 A member is free to participate in the activities of their profession, professional association(s), learned society(ies), professional advisory boards or professional committees or similar professional service activities, provided that such professional activity shall not conflict with the fulfillment of their duties and responsibilities to the University as provided in this Agreement.

9.14 Paid Outside Employment

- 9.14.1 A member may engage in paid outside professional activity or act in a paid consulting or advisory capacity to public or private clients, subject to the following:
 - 9.14.1.1 Such professional activity shall not conflict or interfere with the fulfillment of their duties and responsibilities to the University as provided in this Agreement;
 - 9.14.1.2 Outside employment by a Permanent Member that involves more than sixteen (16) hours per month between the hours of 8 am and 5 pm on business days, excluding the member's vacation time, requires prior approval of the VPA. Before coming to a decision, the VPA shall seek the advice of the appropriate Dean, who shall first consult the member's Area Chair for advice on the potential impact of the outside employment on the academic unit and shall consider the relationship of the proposed employment to the member's area of specialization or expertise at St. Mary's University.
 - 9.14.1.3 A member shall not use resources of the University in conducting outside employment activities without prior approval of the appropriate Dean. The use of such resources, if approved, shall be on a cost recovery basis.
 - 9.14.1.4 After consultation with their Dean, a Member must secure advance approval from the VPA for paid employment that arises from or is part of either St. Mary's University's community partnerships or the Member's Service role and obligations as a University representative, in accordance with the same process as set out in subclause 9.14.1.2 above.

10 Annual Reviews

- 10.1.1 St. Mary's University and the Faculty Association agree that Annual Reviews are a valuable means of advancing the University's educational goals and supporting the professional development of its Members in an open and collaborative environment. The formative assessment provided by the Annual Review (AR) should seek to enhance the teaching, research, learning and competency development of the Member. Most importantly, for pre-tenured Members, the AR should assess, mentor and support the member's progress towards their application for tenure and/or promotion.

- 10.1.2 With this in mind, Permanent Members shall submit an AR report by the last working day of May of each year to the appropriate Dean. The AR shall include a summary of academic activities during the year including publications, peer review of teaching, research in progress, completed research, conference participation, teaching performance (must include evidence of consideration of course student evaluations) and University governance and service including participation on committees and other related activities.
- 10.1.3 Within sixty (60) days of receipt of the AR report, and in consultation with the Area Chair and/or Program Coordinator, the Dean will meet with each Permanent Member to review the report, provide constructive feedback and discuss important pertinent dates, contract renewal, tenure, promotion, sabbatical, etc. Additionally, the final reviewed AR will provide a record of agreed upon performance objectives, professional development needs and support requirements, including those that will be provided by the University.
- 10.1.4 An Annual Review template can be found in Staff (StMU) S: drive in the Faculty folder. A review of the annual AR template will be conducted by the University and Faculty Association every three (3) years. Revisions will be made in consultation with faculty and the Dean or their representative.

11 Salary

11.1 Collection of Faculty Association Dues

- 11.1.1 St. Mary's University will collect, and forward to the Faculty Association, dues on behalf of the Faculty Association.
- 11.1.2 Faculty Association dues shall be deducted from each pay for all Members.
- 11.1.3 The Faculty Association shall advise the University in writing of the amount of its monthly dues. The amount so specified shall continue to be the amount of the Faculty Association's monthly dues and shall continue to be the amount to be deducted until changed by further written notice to the University from the President of the Faculty Association. Such notice shall not be less than sixty (60) days, after which the change will be in effect.
- 11.1.4 The Faculty Association will communicate any fee changes directly to the membership. Dues may be changed at any time by the Faculty Association to reflect changes in the CAUT rates or, with a majority vote at a General Meeting of the Faculty Association, other necessary Faculty Association expenses.

11.2 Salary of Permanent Members

- 11.2.1 Members shall be paid an annual salary according to the St. Mary's University salary grid in effect for the current academic year as per Appendix A.
- 11.2.2 Placement on the salary grid:
- 11.2.2.1 Upon hire, Members will be placed on Step 1 of the grid appropriate to their rank.
- 11.2.2.2 Placement upon hire at a Step higher than 1 may only be negotiated on the basis of previous teaching or other relevant professional experience. The Letter of Appointment must specify the initial step placement of the member.
- 11.2.3 Members shall move up one (1) step on the salary grid every July 1, until such time that they reach the top of the grid. In the event that a member reaches the maximum at their current rank, increases will only be awarded if there is a grid adjustment.
- 11.2.3.1 Faculty who take a full-time Administrative role outside the Collective Agreement continue to accrue step increases while holding their Administrative position.
- 11.2.4 Grid Transfer on Promotion
- 11.2.4.1 Upon promotion, generally occurring on July 1, the member shall be transferred to the grid at their new rank as follows:
- Step increase will be awarded at rank held on June 30.

- Member will be transferred to a step on the salary grid for their new rank that is equal to or higher than the member's June 30 salary.

11.2.5 Step increases may be awarded on a prorated basis, if necessary, if a member was granted unpaid leaves of absences during the preceding year that are not eligible for advancement through the grid.

11.2.6 Permanent Members who supervise students as overload in Directed Studies, or in a practicum placement in the Bachelor of Education program, shall be paid according to the following table:

	2021-2022	2022-2023	2023-2024	2024-2025
Directed Studies	\$350.00	\$375.00	\$400.00	\$425.00
Practicum Supervision (1 st semester)	\$175.00	\$187.50	\$200.00	\$212.50
Practicum Supervision	\$350.00	\$375.00	\$400.00	\$425.00

11.2.7 Overload teaching of labs and tutorials by permanent faculty shall be converted to credit hours using the lecture/lab/tutorial conversions in clause 9.5.2 and be compensated at the appropriate course stipend rate (Appendix B).

11.3 Salary of Sessional Members

11.3.1 Sessional Members shall be paid per 3-credit lecture section according to the St. Mary's University Sessional Member Salary Grid in Appendix B.

11.3.2 Advancement by one (1) step of the grid will occur after a Sessional Member has instructed eight (8) lecture courses at St. Mary's University, or their equivalent using the conversions by clause 9.5.2.

11.3.3 Sessionals teaching Directed Studies shall be paid as per the table under 11.2.6.

11.3.4 Sessional Members who teach a lab shall be paid \$750.00 per credit hour.

11.3.5 Sessional Members who teach a tutorial shall be paid \$650.00 per credit hour.

11.4 Salary of Laboratory Co-ordinators

11.4.1 Annualized salaries for Laboratory Co-ordinators are shown in Appendix C. When a Laboratory Co-ordinator is hired for a partial year, or for a reduced workload, salary shall be pro-rated based on the full-time, full-year values of Appendix C.

12 Professional Development Funds for Members

12.1.1 The Professional Development Fund provides Members an annual sum to support professional development. At their discretion, Members may use Professional Development Funds for:

12.1.1.1 Participation in activities which enhance the member's profile and allow for participation in the Member's scholarly, research, and teaching communities. These activities include, but are not limited to, making a formal presentation at an academic conference, conducting archival, field or lab research, or hiring assistants to help with archival, field or lab research, performing executive duties as part of a recognized scholarly association, serving as chair, speaker or respondent at an academic conference and/or attending an academic conference, workshop, seminar or other academic program or meeting.

12.1.1.2 Items such as, but not limited to, books, journals/periodicals, professional memberships, computer software and hardware and/or audio-video materials.

12.1.2 The fiscal year for all University Professional Development Funding runs from July 1 to June 30.

12.1.3 The University will provide an annual Professional Development Fund for faculty as follows:

12.1.3.1 Each July 1, the sum of \$2300.00 per Permanent Member will be placed in the Professional Development Fund.

- 12.1.3.2 A prorated (1/12) monthly allocation will be placed in the Professional Development Fund for each Permanent Member hired after July 1st.
- 12.1.4 In June, the Professional Development Committee will set and communicate to the Faculty Association and the University the guidelines on how funds will be disbursed to Permanent and Sessional Members for the upcoming Professional Development year.
- 12.1.5 Per diem and mileage reimbursements will be made according to the travel and expense policies developed and updated by Finance.
- 12.1.6 Any funds remaining in the Professional Development Fund at the end of the Professional Development Year will be carried over to the following year.

13 Promotion and Tenure

13.1 Tenure

The awarding of tenure represents a long-term commitment of St. Mary's University to a Member. It is a status granted because of an assessment by one's peers on the performance of academic duties, the expectation of future accomplishments, and an assessment of the long-term potential as a continuing colleague. It is a continuing appointment which can only be terminated either voluntarily through retirement or resignation, or by the University for just cause or by the University for reasons of financial exigency.

13.2 Descriptions of Rank

Assistant Professor

A person appointed to this rank shall possess an academic doctoral degree or equivalent professional qualification or terminal degree for the discipline or field. An exception may be made on the basis of exceptional scholarly achievement and/or proven outstanding teaching at the University level.

Associate Professor

A person appointed at this rank shall possess an academic doctoral degree and normally have had a minimum of five (5) years teaching experience at the University level and have met all of the criteria outlined in clause 13.4.3.

Full Professor

A person appointed at this rank shall possess an academic doctoral degree and normally have had a minimum of five (5) years teaching experience at the Associate rank and have met all the criteria outlined in clause 13.4.4.

13.3 Categories of Evaluation

13.3.1 Teaching

Teaching excellence is expected of all Members. The evaluation of teaching will form an essential component of promotion and tenure processes. Members are expected to continuously improve their teaching performance and thus to remedy problems identified with their teaching both before and after tenure is awarded.

For promotion and tenure, assessment of teaching performance will be based on a review of the contents of a teaching dossier submitted by the candidate. The dossier shall include:

- A personal statement of teaching philosophy
- Course outlines, assignments, exams, together with grading criteria, and other material distributed in courses
- In-class teaching reviews by colleagues
- Student evaluations for the previous three (3) years

- Demonstrable responsiveness to student concerns as expressed in written evaluations
- Reflections on one's teaching and evaluations, and reviews of it, and future teaching goals and professional development plans and activities
- A list of teaching awards, grants, and honours
- Publications, conference presentations, workshops, or seminars on teaching the candidate has presented or attended

13.3.2 Research and Scholarly Activity

Research and scholarship are expected of Members in the Teaching-Research-Service workload stream. To demonstrate performance in research and scholarship, candidates for promotion and tenure in the Teaching-Research-Service workload stream must supply an explanatory cover letter, current curriculum vitae, and other supporting documentation including copies of publications, papers presented at scholarly conferences, and other materials selected by the candidate.

Relevant material to be assessed may include, but is not limited to:

Publications

- Books, chapters in books, or encyclopedia entries
- Papers in academic journals or conference proceedings
- Textbooks or chapters in textbooks
- Pedagogical materials such as website resources, mobile or computer applications, and video recordings
- Other published works derived from the person's scholarly expertise. These may include, among other possibilities:
 - Case studies
 - Technical reports
 - Computer software and documentation
 - Research reports and briefs to government or other agencies
 - Translations of scholarly and creative work
 - Literary and artistic works appropriate to one's discipline

Other Scholarly and Professional Activities

- The application for and receipt of research grants, both internal and external
- The receipt of scholarly awards
- Presentation of papers or posters at academic conferences
- Invited lectures given on scholarly occasions
- Substantial scholarly citations and other testimony of scholarly influence
- Articles and other work in progress
- Other work deriving specifically from one's scholarly and/or professional expertise, including but not restricted to the following:
 - Keynote addresses at conferences or symposia
 - Election to academic or professional societies or positions
 - Consulting work which contributed to one's discipline or profession
 - Preparation of radio, television, or other media program(s)
 - Field work which contributed to one's discipline
 - Research carried out on research contract

13.3.3 Service

This category reflects the candidate's commitment to the collegium and reflects service within and outside the St. Mary's University community. Members are expected to be actively engaged in the collegial decision-making process, governance, and participate in administrative work and other service to St. Mary's University as required. Evidence of service that should be provided by the Member may include:

- Collegial responsibilities including attendance at and contributions to Area meetings, Academic Council, strategic planning, and Open Houses;
- administrative responsibilities, including service as Area Chair, the Director of Research, or Program Co-ordinator;
- membership on University committees, indicating any terms as a committee Chair;
- membership on ad hoc committees;
- program development;
- faculty Association responsibilities, including service on the Executive, ad hoc committees, and involvement in collective bargaining;
- community service, insofar as the activities entail application of expertise associated with the candidate's position in the University;
- service to academic and/or professional organizations, service on the committees or executives of academic or professional organizations; service on selection committees for provincial, national or international granting organizations; organization of conferences, and service on the editorial board for academic, professional or scientific journals;
- a member's participation in University events shall be considered service, but will be given less weight than other criteria.

13.4 Criteria for Promotion and Tenure

13.4.1 Members applying for Tenure and/or Promotion will be evaluated using the criteria applicable to the workload stream in which they have spent the previous three (3) years of their employment.

13.4.2 Tenure

Criteria for Members in the Teaching-Research-Service workload stream:

Members seeking tenure at St. Mary's University will demonstrate that they are competent and capable teachers who have a mastery of their subject area and discipline, stay current with their discipline and update courses regularly, thoroughly prepare organized and appropriate material for their classes, communicate effectively with their students, respond to students' questions and concerns, make themselves available to students for discussions outside class time, and exhibit fairness in evaluating students.

Members seeking tenure are expected to have strong evidence of an independent research program at the time of their tenure application.

Members seeking tenure are expected to be actively engaged in the collegial decision-making process and to participate in an equitable share of administrative work and other service to the University. While service outside the University is also relevant, service within the University will be weighted more heavily when evaluating a candidate's service contributions.

Criteria for Members in the Teaching-Service workload stream:

Members seeking tenure at St. Mary's University will demonstrate that they are competent and capable teachers who have a mastery of their subject area and discipline, stay current with their discipline and update courses regularly, thoroughly prepare organized and appropriate material for their classes, communicate effectively with their students, respond to students' questions and concerns, make themselves available to students for discussions outside class time, and exhibit fairness in evaluating students.

Members seeking tenure are expected to be actively engaged in the collegial decision-making process and to participate in an equitable share of administrative work and other service to the University. While service outside the University is also relevant, service within the University will be weighted more heavily when evaluating a candidate's service contributions.

13.4.3 Promotion to the Rank of Associate Professor

Criteria for Members in the Teaching-Research-Service workload stream:

Members in the Teaching-Research-Service workload stream applying for promotion to the rank of Associate Professor are subject to the same criteria for teaching excellence and service as for the awarding of tenure. In addition, there must be compelling evidence of significant achievement in research and scholarly activity beyond that required for the rank of Assistant Professor. A track record of successful peer-reviewed publications or works will demonstrate that the results of their research and scholarly work have made a contribution sufficient to be recognized by colleagues in their field nationally or internationally.

Criteria for Members in the Teaching-Service workload stream:

Members in the Teaching-Service workload stream applying for promotion to the rank of Associate Professor are subject to the same criteria for service as for the awarding of tenure. In addition, there must be compelling evidence of outstanding teaching excellence and innovation, rising above the teaching standard of their discipline. There shall be evidence of recognition external to the Area for the candidate's contributions. These contributions can take the form of curriculum development and/or evaluation (beyond the individual course), presentations on teaching or pedagogy, mentoring, or research into the efficacy of different pedagogical approaches.

They will have developed and use in their classrooms innovative curricula and teaching methods. Their service commitment will reflect their teaching skill through their participation in the development and/or implementation of educational policies and curricula, both internal and external to the University.

13.4.4 Promotion to the Rank of Full Professor

Criteria for Members in the Teaching-Research-Service workload stream:

Members in the Teaching-Research-Service workload stream applying for promotion to the rank of Full Professor will have achieved a high degree of intellectual maturity. There must be compelling evidence of exceptional achievement in scholarly activity beyond that required for the rank of Associate Professor and recognition of national and/or international standing in the discipline or field. A clearly defined and well-established ongoing research program with knowledge dissemination through peer-reviewed publications, monographs, and other discipline-specific knowledge production will demonstrate that the results of their scholarship have contributed to the field of specialization, sufficient for this contribution to be recognized as substantial by authorities in the field in Canada and/or abroad as appropriate.

Criteria for Members in the Teaching-Service workload stream:

Members in the Teaching-Service workload stream applying for promotion to the rank of Full Professor are expected to be widely recognized for their contributions to teaching. In addition to the receipt of internal and external awards in recognition of their teaching excellence and/or innovation, they are expected to have made substantial contributions to the teaching methods used in their discipline. Evidence of these contributions includes a strong track record of communicating their pedagogical strategies to the wider community through publications, conference presentations, and/or workshops.

13.5 Application process

13.5.1 Permanent Members are required to apply for tenure by September 1 of their fifth year of employment in a tenure-track position at St. Mary's University, but may also apply earlier if they have strong grounds for tenure approval. A negative outcome for an early tenure application shall not bias a future application.

13.5.1.1 With permission of the appropriate Dean, a member may defer their tenure application once for one (1) year, under exceptional circumstances.

13.5.2 Candidates applying for Tenure will be evaluated using the policy in place at the time of the candidate's initial appointment.

- 13.5.3 Members will be informed in writing by the appropriate Dean by May 1 of their fourth (4th) year of employment of the requirement to apply for tenure, as well as the application process.
- 13.5.4 A Member who takes a non-sabbatical leave for a substantial period of time during their probationary employment at St. Mary's University may apply to the appropriate Dean to delay their tenure application one (1) additional year. The Dean will make the final determination on this matter and communicate the reasons for their decision, in writing, to the candidate. Such a delay shall not enter into nor influence the deliberations of the Promotion and Tenure Committee.
- 13.5.5 Members wishing to apply for promotion must notify the appropriate Dean, in writing, by July 1.
- 13.5.6 Permanent Members applying for tenure may also apply for promotion at the same time or apply for only tenure. A letter accompanying the application should clearly state this preference.
- 13.5.7 Permanent Members applying for tenure or promotion must supply the names and contact information of four (4) or more external referees, capable of assessing their application without bias. The candidate may rank the recommended referees in terms of relevance, but the Promotion and Tenure committee may contact anyone on the list, regardless of their rank order. Candidates shall not contact these referees for information about the matter at any point of the process or after the process.
- 13.5.8 Members applying for tenure and/or promotion must submit a complete tenure and/or promotion case file containing all relevant information detailed in Section 13.3 of this document and organized in such a way that the criteria for tenure and/or promotion, as described in 13.4, can be easily assessed.
- 13.5.9 The case file must be submitted to the appropriate Dean by September 1 of the fifth (5th) year of employment. The candidate is encouraged to meet with their Dean prior to this date to ensure their case file is complete.
- 13.5.10 The effective date for the awarding of tenure and/or promotion is July 1.

13.6 Promotion and Tenure Committee

- 13.6.1 One (1) Promotion and Tenure committee for each Area in which a candidate has applied for promotion or tenure shall be struck by Academic Council at its first meeting of the Fall semester. The committee is to be chaired by the appropriate Dean and include a minimum of three (3) and not more than five (5) other tenured St. Mary's University Faculty Members. At least two (2) members of the committee should be from the Area or discipline of the candidate.
- 13.6.1.1 Candidates for Promotion and/or Tenure who are concerned a member of the Promotion and Tenure committee may have negative bias or conflict of interest may apply to the VPA to have the member removed from the committee. Such a request must be accompanied by clear reasons for the concerns. These concerns will be kept in confidence. The decision to remove or retain a member from the committee will be made by the VPA and the reasons for the decision communicated, in writing, to the candidate.
- 13.6.2 The Dean shall be permitted a vote only in the case of a tie.
- 13.6.3 In considering applications for tenure, the committee is permitted to consider limitations imposed on the candidate's available time for research, such as extensive course or program development, or other responsibilities assigned by the University, that would not be expected to continue to impact their future research or teaching productivity.
- 13.6.4 The committee may invite the candidate to appear before them to clarify any aspect of the candidate's application or to answer any questions the committee may have. Such a request will be communicated to the candidate by the Dean.
- 13.6.5 The promotion and tenure committee shall reach a decision by December 1.
- 13.6.6 By majority vote, the committee will make one of the following recommendations:
- The candidate meets the requirements for tenure and promotion
 - The candidate meets the requirements for tenure only
 - The candidate does not meet the requirements for tenure

- For a Permanent Member, the candidate meets the requirements for promotion
- For a Permanent Member, the candidate does not meet the requirements for promotion

- 13.6.7 The written recommendation will be drafted by the Dean and shared with the committee for input prior to being forwarded to the VPA. The letter will include detailed and sufficient reasons for the recommendation.
- 13.6.8 The VPA shall forward the recommendation letter to the President and, at the same time, send a copy of the letter to the candidate.
- 13.6.9 A decision not to grant promotion shall not prejudice the Committee in its decision on granting tenure.
- 13.6.10 Candidates for tenure and/or promotion shall be informed in writing by the President of the outcome of their application following ratification by the Board of Governors. The University will make reasonable effort to ensure ratification by February 15.
- 13.6.11 All promotion and tenure deliberations are to be held in the highest confidence, both during and after the process.

13.7 Guidelines for external referees

- 13.7.1 External referees will be senior academics with established reputations in their field and will be able to judge whether the candidate's work is of the required standard.
- 13.7.2 They must be sufficiently at arm's length from the candidate so as to provide an objective assessment of performance. Referees shall not be the candidate's colleagues, former supervisors, or co-investigators.
- 13.7.3 The Dean, acting as Chair of the Promotion and Tenure Committee, will contact three (3) of the referees, to inquire about their willingness to serve in this capacity. Included as part of this initial contact shall be a timeline of the process as well as a description of the expectations required of the reviewer.
- 13.7.4 If the referees suggested by the candidate in their application do not agree to act as referees, the Dean shall immediately contact the candidate for additional suggestions.
- 13.7.5 When a referee agrees to review a case file, they shall be sent a copy of the candidate's case file and a copy of this promotion and tenure policy. The Promotion and Tenure criteria applicable to the candidate shall be highlighted within the policy.

13.8 Denial of Tenure

- 13.8.1 If the Promotion and Tenure committee recommends that the candidate does not meet the requirements for tenure, the candidate will not have their contract renewed for a further term in a tenure-track position at St. Mary's University.

13.9 Appeal Process

- 13.9.1 Upon receiving formal written notice from the President of a denial of tenure or a denial of promotion, the affected Member may file a written appeal to the VPA within twenty (20) working days of receiving formal written notice.
- 13.9.2 Decisions of the Promotion and Tenure Committee may only be appealed on procedural grounds or when there is reasonable evidence of bias. The appeal letter should clearly indicate the grounds for appeal and the associated evidence.
- 13.9.3 In the event of an appeal, an Appeals Committee shall be struck by Academic Council in the next meeting of council or by email vote within thirty (30) working days of receipt of the appeal.
- 13.9.4 The Appeals Committee shall be chaired by the VPA, who shall have no vote, and consist of three (3) tenured Members who did not serve on the Promotion and Tenure Committee. All members of the committee must be from different Areas.
- 13.9.5 The Appeals Committee shall meet to consider the appeal within ten (10) working days of being struck.
- 13.9.6 The Appeals Committee may make one of the following judgements:
- 13.9.6.1 To uphold the decision of the Promotion and Tenure Committee

13.9.6.2 To overturn the decision of the Promotion and Tenure Committee and recommend to the President that the candidate be granted tenure and/or promotion.

13.9.7 Decisions of the President on the recommendation of the Appeals Committee shall be final, subject to the Grievance provisions of Article 18.

14 Sabbatical Leave

14.1 General Principles

14.1.1 The Parties agree that paid leaves of absence for Permanent Members is a benefit to the University.

14.1.2 Sabbatical leave is intended to enable individuals to further their scholarship, research and/or instructional capacity through research and/or creative production and/or to acquire relevant experience in areas related to their specialization, with the objective of advancing their professional development and the Mission of the Area and/or University.

14.1.3 It is the intention of the University to support in every way possible the sabbatical leave policy stated in this document.

14.2 Duration

14.2.1 Permanent Members who have accrued six (6) sabbatical credits are eligible for a full-year Sabbatical Leave. Such leave will normally be for a twelve (12) month period from July 1 through June 30 or from January 1 through December 31.

14.2.2 Permanent Members who have accrued three (3) sabbatical credits are eligible for a half-year Sabbatical Leave. Such leave will normally be for a six (6) month period from January 1 through June 30 or from July 1 through December 31.

14.3 Qualifying service

14.3.1 Permanent Members shall accrue one (1) sabbatical credit per year of service. A year of service for a Teaching-Research-Service stream is six (6) three (3) credit courses, and for the Teaching-Service stream a year of service is eight (8) three (3) credit courses.

14.3.2 Members who were appointed directly from a position at another University may be granted a maximum of three (3) sabbatical credits for service at the other University. Any such credits must be agreed upon at the time of appointment and must be stated in the Letter of Appointment.

14.3.3 Sabbatical credits do not accrue while the Member is on Sabbatical.

14.3.4 Members who have been given course release for administrative duties will accrue sabbatical credits at the normal rate of one (1) per year.

14.3.5 Overload teaching does not result in the accrual of additional sabbatical credits.

14.3.6 Members who elect not to apply for sabbatical, other than as stipulated in clause 14.8.4, shall not accrue more than six (6) sabbatical credits.

14.3.7 If a Member chooses a half-year sabbatical at a reduced salary, but who has accrued more than the required three (3) sabbatical credits, the maximum number of credits which may be carried forward for a future sabbatical is three (3).

14.4 Administrative considerations

14.4.1 During each academic year, the University will budget according to the number of sabbaticals granted (determined by the Fall of the year preceding Sabbatical Leaves; see 14.6.12) for the upcoming year.

14.4.2 The number of sabbaticals granted each year shall be at least 1/8 (rounded down to the nearest 0.5) the number of tenured/tenure-track faculty, as full year sabbaticals or their equivalent in half-year sabbaticals (providing this many have sufficient merit; as outlined in 14.6).

14.4.3 This is in addition to any sabbaticals that were deferred the previous year.

14.4.4 Members on sabbatical shall be paid in accordance with the following table:

Sabbatical credits	Length of Sabbatical Leave	Salary provided during Sabbatical Leave
Three (3)	Half-year	85% of Member's salary
Six (6)	Full-year	85% of Member's salary
Six (6)	Half year	100% of Member's salary

14.4.5 Academic status and benefits will be maintained, and Members will advance through the salary grid as normal, while a Member is on Sabbatical Leave.

14.4.6 Members will be eligible for annual professional developmental funds as well as faculty research and teaching grants while on Sabbatical Leave.

14.4.7 Members are encouraged to apply for external fellowships for their Sabbatical Leave.

14.4.8 If external funding permits the use of funds for salary purposes, the sabbaticant may augment salary to a maximum of 100% of the Member's regular salary. If the remuneration is sufficient to cause total salary income to exceed 100% of normal salary, the University will reduce its salary payment by the amount equal to that excess. Benefits will be maintained as if salary was being paid according to the table above.

14.5 Conditions while on Sabbatical

14.5.1 While on Sabbatical Leave, Members are expected to engage in project(s) that will be of mutual benefit to both themselves and St. Mary's University. Such work may include research, scholarly or creative work, or work designed to advance teaching effectiveness or professional practice. Acceptable projects may encompass one or more of the following areas, but are not limited to:

- Research, scholarly activity and/or artistic creation;
- a course of study on teaching or a teaching-related matter;
- a professional and industry/career-related project;
- curricular design, redesign, and development that has significant impact at the institutional level;
- scholarship of teaching and learning, shares established criteria of scholarship in general such that it can be made public, can be reviewed critically by members of the appropriate community, and can be built upon by others to advance the field.

14.5.2 Teaching at another Institution is allowed in cases where this activity is approved as part of the application process.

14.5.3 While on Sabbatical Leave a Member is released from all teaching and service-related duties. However, the Member may, at their sole discretion, participate in committee, departmental, and administrative business as long as voluntary service does not interfere with the completion of the sabbatical project.

14.5.4 A member on Sabbatical Leave is not required to leave the University during the period of leave, and shall be entitled to use University facilities, including their office space.

14.5.5 A Member on Sabbatical Leave may, in consultation with and approval from the appropriate Dean and Area Chair, supervise undergraduate students (e.g., honours/capstone students), conducting research projects related to their sabbatical project, as long as supervision does not interfere with the completion of the sabbatical project.

14.6 Application process

14.6.1 The appropriate Dean will inform, in writing, Members of their eligibility to apply for a Sabbatical Leave by April 30 two years preceding the academic year in which they are eligible for a half or full Sabbatical Leave. If this does not occur and as a result the Member does not apply for sabbatical, the Member shall continue to accrue sabbatical credits at the normal rate, even if this exceeds the standard maximum detailed in clause 14.3.6.

14.6.2 Applicants are eligible to apply in the academic year preceding the academic year of the leave. Applicants must submit an application to the Dean and to their Area Chair by September 1 of the academic year preceding the academic year of the leave. Applicants must give written notice to their Area Chair and Dean of their intent to apply for sabbatical by June 1 of the year preceding the application. The following table outlines the timing (note that the year is provided for demonstration purposes) of these events (14.6.1, 14.6.2, 14.6.12):

Sample Timing of Application Process

April 30, 2021	June 1, 2021	September 1, 2021	November 15, 2021	July 1, 2022 or January 1, 2023
Dean notifies Member	Member indicates intent to apply	Member submits application	Member is notified of decision	Period of Leave begins

14.6.3 A complete application will include:

- The dates of the Sabbatical Leave requested;
- a detailed description of the proposed sabbatical project;
- a discussion of the merit of the proposed project for the University and for the applicant’s professional development;
- indication of any publishable or otherwise distributable results expected;
- indication of any external funding for which application is being made;
- a copy of the most recent post-sabbatical report, where applicable.

14.6.4 Each application will be evaluated by the Sabbatical Leave Committee according to the following criteria:

- The intrinsic merit of the proposed project;
- The qualifications of the applicant to handle the project;
- How the proposed project will enhance the applicant’s professional development;
- The proposed project’s benefit to the University;
- The outcomes of previous sabbaticals (based on the post-sabbatical reports), where applicable.

14.6.5 The Sabbatical Leave committee will be struck by Academic Council at its first meeting of the Fall semester. The committee will be co-chaired by the Deans and consist of three (3) or five (5) tenured St. Mary’s University Faculty Members. Each applicant should have at least one (1) representative from their Area or discipline on the committee.

14.6.6 The Deans shall not vote.

14.6.7 If there are more acceptable applications than can be funded in a year, they shall be ranked in terms of overall quality by the Sabbatical Leave Committee.

14.6.8 If the committee has questions and suggestions regarding an application, or if the committee has concerns regarding the merit of an application, the applicant will be offered the opportunity to appear before the committee to address these concerns.

14.6.9 The committee may offer the applicant the opportunity to have a full-year application considered for a half-year application.

14.6.10 Written recommendations, including clear and detailed reasons for the Committee’s decision, on sabbatical applications will be provided to the VPA by October 15. These recommendations shall take the form of:

- Approve, including rank order where the number of meritorious applications requires such ranking, or
- Deny

14.6.11 The VPA, for administrative or budgetary reasons, may elect to defer an approved sabbatical. In this case, the VPA must provide, in writing, a clear reason for the deferral.

- 14.6.12 The VPA, for administrative or budgetary reasons, may elect to offer an approved full year sabbatical the opportunity to consider adjusting their research plan and applying for a half year sabbatical. In this case the VPA must provide, in writing, a clear reason for the deferral of the full year sabbatical and outline the option for a half year sabbatical. Members considering such an adjustment must inform the VPA in writing within two weeks.
- 14.6.13 After consultation with the Area Chairs and the Dean, the VPA shall inform Sabbatical candidates of the result of their application by November 15, including the written explanation of the Committee and, if necessary, the rationale behind a sabbatical deferred for administrative or budgetary reasons.

14.7 Denial of sabbatical

- 14.7.1 A sabbatical may only be denied because the applicant is ineligible or because the proposal has insufficient merit.
- 14.7.2 In the event of a sabbatical denial, sabbatical credits shall continue to accrue at the standard rate and no credits shall be lost as a result of the denied application.
- 14.7.3 In the event of a denial of sabbatical, the Deans, as co-chairs of the Sabbatical Leave Committee, shall specify in writing the primary reason for a denial, including clearly detailed reasons for the denial.
- 14.7.4 An applicant who has had their request for sabbatical denied may reapply the following year without prejudice.

14.8 Deferrals and cancellations

- 14.8.1 An approved sabbatical request may be deferred for administrative or budgetary reasons, or by the request of the applicant.
- 14.8.2 Members whose approved sabbatical has been deferred for administrative or budgetary reasons shall accrue one (1) sabbatical credit for each year of the deferral that may be used towards future sabbaticals, even if this exceeds the standard maximum detailed in clause 14.3.6.
- 14.8.3 Members whose approved sabbatical has been deferred for administrative or budgetary reasons will be automatically granted a sabbatical the following year, provided the primary sabbatical project has not changed. If the sabbatical project has changed significantly the applicant must re-apply for sabbatical.
- 14.8.4 If known administrative or budgetary constraints exist, a Member may elect, in consultation with the Area Chair, appropriate Dean and VPA, to defer their formal application for sabbatical so as to avoid wasting time preparing an application that would be reasonably expected to be deferred for administrative or budgetary reasons. In this case, the Member shall accrue one (1) sabbatical credit for each year of the deferral that may be used towards future sabbaticals, even if this exceeds the standard maximum detailed in clause 14.3.6.
- 14.8.4.1 It is the Member's obligation to initiate a formal application for sabbatical leave once the period of administrative or budgetary constraint has passed. Failure to do so will not result in the loss of sabbatical credits accrued due to 14.8.4, but no additional sabbatical credits will be accrued beyond the limit in 14.3.6.
- 14.8.5 A Member facing unanticipated circumstances may elect to defer an approved sabbatical for up to one (1) year. A request to do so must be made to the Dean normally no later than three (3) months prior to the proposed commencement date of the original leave. During the period of deferral the Member shall accrue one (1) sabbatical credit for the year of the deferral that may be used towards future sabbaticals, even if this exceeds the standard maximum detailed in clause 14.3.6.
- 14.8.6 A Member who becomes ill, injured, or pregnant while on Sabbatical Leave may elect to defer the remaining leave until such time as they are able to resume their work. The timing of the resumption of the deferred portion of the leave shall be determined in consultation with the Dean, but shall not normally be deferred for more than six (6) months past the date on which the Member resumes regular work. In cases such as this the Member shall accrue sabbatical credits as per Section 14.3.

14.9 Post-Sabbatical Report

14.9.1 Within three (3) months of the completion of the Sabbatical Leave the Member will submit a written report to the appropriate Dean. The report will include the following information, as anticipated in the application:

- Dates and locations of sabbatical study
- Description of the project worked on
- A discussion of the merit of the proposed project for the University and for the applicant's professional development.
- Indication of tangible results achieved or anticipated
- Summary of external funding received
- A current curriculum vitae

14.9.2 Sabbaticants are encouraged to present at a faculty colloquium in the year following the end of their Sabbatical Leaves.

15 Leave

15.1 Overview

15.1.1 Leaves of absence from work include the following:

- Maternity leave
- Parental, including adoption leave
- Vacation leave
- Casual Illness Leave
- Disability Leave (short term and long term)
- Workers Compensation Leave
- Political leave
- Urgent Family Leave
- Domestic Violence Leave
- Leave for Compassionate Reasons
- Bereavement Leave
- Military leave
- Court leave

15.1.2 Maternity leave, parental (including adoption leave), disability leave, political leave, military leave, and court leave may, at the discretion of the Member, extend their term of appointment and/or tenure timeline.

15.1.3 Leave does not entail any loss of rank or appointment status.

15.1.4 The payment of salary or assistance during leave periods shall be consistent with the University's pay cycle unless an exception is specifically provided for in this Agreement.

15.1.5 Entitlement to benefits during periods of leave is determined by the regulations governing the various benefit policies and/or plans.

15.1.6 Members on leave with pay are entitled to benefits, including professional development fund reimbursement, and where applicable, the University's contribution toward premium costs.

15.1.7 Members on unpaid leaves may participate in most benefit plans provided that they assume responsibility for the employee and employer premium costs.

- 15.1.8 Where a Member is entitled to resume work after an approved leave, the University will reinstate the member in the position occupied when the leave started or provide the Member with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the member when the leave started.

15.2 Eligibility

- 15.2.1 Sessional and contract Lab Instructors are eligible for all leaves within this Article on an unpaid basis. Casual sick days will be paid on a prorated basis. Exceptions to this include the maternity SUB-plan, disability leave, and political leave, which they are ineligible for.

15.3 Reporting & Recording

- 15.3.1 Members are required to report any unexpected absences, such as Casual Illness, Urgent Family Leave, and Bereavement based on their eligibility listed within this Article, as soon as reasonably possible by notifying their Area Chair and recording them in the self-serve University's payroll system.
- 15.3.2 For planned extended absences such as Vacation, Maternity leave, Parental leave, Disability, Leave for Compassionate Reasons, Political leave, Military leave and Court leave, Members are required to notify their Area Chair and record these in the self-serve University payroll system. Clauses in this Article include specific details on timelines, process and eligibility.

15.4 Maternity Leave

- 15.4.1 To be entitled to job-protected maternity leave, a Member must have been employed for at least ninety (90) days at St. Mary's University.
- 15.4.2 An eligible female Member shall be granted maternity leave for a consecutive period up to sixteen (16) weeks around the birth of the baby.
- 15.4.3 Maternity leave is a combination of health-related and voluntary leave. The six (6) weeks immediately following the date of delivery is considered the health-related portion of the maternity leave; the rest of the maternity leave is voluntary leave.
- 15.4.4 A Member who takes maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless by mutual consent with the University and upon provision of a medical certificate certifying that resumption of work will not endanger their health.
- 15.4.5 The Member must provide their Area Chair, at least six (6) weeks written notice indicating when they intend to start leave. The Area Chair will promptly forward the notice to their Dean and Human Resources. The Member must also provide their Area Chair at least four (4) weeks written notice before they return to work or if they choose to not return to work after their leave ends. The Area Chair will promptly forward the notice to their Dean and Human Resources.
- 15.4.6 During Maternity leave, the Member may maintain benefit coverage by paying 100% of the employee and employer premium costs for the benefits they choose to keep.
- 15.4.7 The University's Supplemental Unemployment Benefits (SUB Plan) is available only to Permanent Members who have fifty-two (52) weeks of consecutive service at the University prior to the maternity leave, who have given birth, and who can prove that they have applied for and are in receipt of Employment Insurance benefits.
- 15.4.7.1 The University will top up EI benefits for an eight (8) week period. The top up benefit, when added to Employment Insurance maternity benefits, provides for 95% of normal earnings during the eligible period.
- 15.4.7.2 If the maternity disability continues beyond the eight (8) week period, SUB Plan benefits may be extended to a maximum of sixteen (16) weeks based on satisfactory medical evidence by a physician indicating disability due to pregnancy or delivery beyond the standard eight (8) week period.

- 15.4.7.3 Payments made under the SUB Plan will be made by direct deposit to the Member's bank account on the regularly scheduled payroll dates (semi-monthly).
- 15.4.7.4 The University will continue the regular cost sharing benefits arrangement during the period the Member is receiving SUB Plan benefits if the Member is enrolled in the group benefit plans.
- 15.4.7.5 To apply for the SUB plan, the Member must notify the Area Chair, appropriate Dean, and Human Resources in writing of their intended Maternity Leave dates and their desire to apply for the SUB Plan.
- 15.4.7.6 The Member is responsible for contacting Service Canada for information and appropriate forms to complete for their application for EI benefits.
- 15.4.7.7 On the Member's last day of work a Record of Employment (ROE) will be issued electronically to Service Canada.
- 15.4.7.8 The Member must send a copy of their first EI payment to Human Resources, accompanied by documentation indicating proof of delivery date (available from the attending physician or the hospital).

15.5 Parental/Adoption leave

- 15.5.1 To be entitled to job-protected Parental/Adoption leave, a Member must have been employed for at least ninety (90) days at St. Mary's University.
- 15.5.2 Members who are birth or adoptive parents can take up to sixty-two (62) consecutive unpaid weeks of leave. Parental leave can be taken by the birth mother immediately following maternity leave; the other parent; adoptive parents; or both parents, shared between them. Leave can start any time after the birth or adoption of a child; but must be completed within seventy-eight (78) weeks of the date the baby is born or placed with the parents.
- 15.5.3 Members who intend to share parental leave must advise their Area Chair, who will promptly forward the notice to their Dean and Human Resources. During Parental/Adoption leave, the Member may maintain benefit coverage by paying 100% of the employee and employer premium costs for the benefits they choose to keep.
- 15.5.4 The Member must provide their Area Chair at least six (6) weeks written notice indicating when they intend to start leave. The Area Chair will promptly forward the notice to their Dean and Human Resources.
- 15.5.5 The Member must also provide the Area Chair at least four (4) weeks written notice prior to the end of their leave, with their intention to return to work or terminate their employment prior. The Area Chair will promptly forward the notice to their Dean and Human Resources.
- 15.5.6 If medical reasons or circumstances related to adoption prevent the Member from giving notice, written notice must be given to the Area Chair as soon as reasonably possible. The Area Chair will forward the notice to their Dean and Human Resources.

15.6 Vacation leave

- 15.6.1 A Member is entitled to twenty-two (22) working days of vacation per calendar year with full salary and benefits within each employment year. Members are deemed to take their full vacation allotment during non-teaching periods, unless otherwise agreed with their Dean and recorded in the self-serve University payroll system. Therefore, vacation is not carried over from one calendar year to the next. The Member is encouraged to report and record these absences as per the Reporting & Recording guidelines in Section 15.3.

15.7 Casual Illness leave (sick days)

- 15.7.1 Permanent Members who are unable to carry out their duties due to illness shall be entitled to receive 100% of salary and benefits for the equivalent of one (1) day per month of active employment up to a maximum of twelve (12) days per calendar year.

- 15.7.2 Sessional Members are entitled to casual illness leave on a prorated basis for the equivalent of one (1) day per month of active employment up to a maximum of twelve (12) days per calendar year.
- 15.7.3 The amount of casual illness benefits (sick days) paid to a Member is based on the individual's regular base salary, excluding overload, and will be paid only for the individual's normally scheduled work periods. Casual illness benefits (sick days) have no cash value, cannot be carried forward to subsequent years and are not paid out to the Member upon termination.
- 15.7.4 If a Member has used all eligible casual illness benefits (sick days), within a calendar year, further absence due to illness (excluding approved short-term or long-term disability), will be covered first using any Vacation entitlements.
- 15.7.5 Area Chairs are required to advise the appropriate Dean and Human Resources via e-mail of any and all medical absences of Members extending beyond three (3) days or if hospitalization has occurred as short term disability benefits may need to be arranged.
- 15.7.6 Members will be required to submit to Human Resources a medical certificate to cover illnesses and/or injuries which cause more than five (5) working days absence. The medical certificate shall specify the general nature of the sickness or injury and be submitted as soon as possible. In the absence of a medical certificate, the University may choose to suspend payment of salary and other benefits to the Member pending satisfactory receipt of the medical certificate.
- 15.7.7 Members are permitted to use casual illness entitlements to accommodate medical appointments provided prior approval is received from their Area Chair. Time off for medical appointments should be arranged in a manner that is least disruptive to teaching and office hours whenever possible.
- 15.7.8 The Member will notify their Area Chair as soon as they are able to return to work.
- 15.7.9 Members are permitted to use up to five (5) casual illness days from their annual entitlement of twelve (12) to provide care for immediate family members who are ill or injured.
- 15.7.10 For the purpose of this policy only, "Immediate Family" is defined as the Member's parents, siblings, spouse, domestic partner, child, child or parent of spouse/domestic partner or individual living within the Member's home under the legal guardianship of the Member.
- 15.7.11 The Member will report and record these absences as per the Reporting & Recording guidelines in Section 15.3.

15.8 Disability leave (short term and long term)

- 15.8.1 Eligible Permanent Members with regular appointments who are unable to carry out their duties due to accident or illness longer than five (5) consecutive days must apply for Short Term Disability with the University's subcontracted benefits provider.
- 15.8.2 Eligible Members may receive Short Term Disability income benefits for up to seventeen (17) weeks.
- 15.8.3 The Long Term Disability (LTD) plan may continue to cover eligible Members immediately thereafter, subject to their approval under that plan, for up to twenty-four (24) months in their own occupation. Subject to medical approval and vendor adjudication income benefits may extend beyond the twenty-four (24) months up to the age of 65.
- 15.8.4 Income benefits awarded to the Member by the subcontracted benefits provider will be issued directly to the Member by the vendor.
- 15.8.5 Members are required to contact Human Resources directly to begin the application process for Short Term and/or Long Term Disability.

15.9 Workers Compensation Leave

- 15.9.1 The University provides all Members with WCB coverage which provides benefits for workplace injuries and/or illnesses.

- 15.9.2 Members are required to report any and all workplace incidents or illness to their Area Chair, appropriate Dean, and Human Resources as soon as possible and no later than forty-eight (48) hours after the incident.
- 15.9.3 Income benefits awarded to the Member by the Workers Compensation will be issued directly to the Member.

15.10 Political leave

- 15.10.1 A Permanent Member, on application, may be granted unpaid political leave of up to six (6) months in order to run for political office.
- 15.10.2 If a Permanent Member is elected to political office, their position at St. Mary's University will be held until they no longer hold office.
- 15.10.3 Political leaves must be applied for in writing to the Area Chair and are subject to approval by the appropriate Dean.
- 15.10.4 During Political leave, the Member may maintain benefit coverage by paying 100% of the employee and employer premium costs for the benefits they choose to keep.

15.11 Urgent Family Leave

- 15.11.1 It is recognized that particular circumstances may arise in a Member's personal family life that may require a limited period of leave from the university. A Member, upon application, shall be granted leave of absence from regular duties and responsibilities for up to three (3) days per year to make arrangements for or attend to the needs of an immediate family member. Immediate family members are defined in clause 15.7.10.
- 15.11.2 When, owing to an emergency, a Member must be absent from regular duties and responsibilities before a leave application can be processed, the Member will report and record this absence as per the Reporting & Recording guidelines in Section 15.3, within two (2)-workdays of departure and provide an estimate of the time that the Member expects to be absent from duties.
- 15.11.3 Leaves granted for urgent family reasons shall be without loss of salary and benefits.

15.12 Domestic Violence Leave

- 15.12.1 A Member is eligible, after 90 consecutive days of employment, for paid Domestic Violence Leave of three (3) days per year, and up to seven (7) unpaid working days each calendar year as defined within Alberta Labour Standards. The Member will report and record this absence as per the Reporting & Recording guidelines in Section 15.3.

15.13 Leave for Compassionate Reasons

- 15.13.1 A Member who qualifies for Compassionate Care Benefits under the Employment Insurance Act program will be granted a leave without pay from the University for the period of time approved by Employment Insurance.
- 15.13.2 The Member will report and record this absence as per the Reporting & Recording guidelines in Section 15.3 within two (2) working days of departure and provide an estimate of the duration of time that the Member expects to be absent from duties.
- 15.13.3 During Compassionate Care leave, the Member may maintain benefit coverage by paying 100% of the employee and employer premium costs for the benefits they choose to keep.

15.14 Bereavement Leave

- 15.14.1 A Member is allowed leave with pay up to three (3) working days in the event of death in a Member's immediate family (defined in clause 15.7.10), plus traveling time not to exceed two (2) working days. Requests for bereavement leave must be approved by the appropriate Dean.

15.14.2 The Member will report and record this absence as per the Reporting & Recording guidelines in Section 15.3.

15.15 Military Leave

15.15.1 Military leave without pay shall be granted to a Member where the Member's services are required by the Canadian Department of National Defense.

15.15.2 If a Member is selected for deployment, leave without pay shall be granted for the duration of their commitment to the Canadian Department of National Defense.

15.15.3 The Member will report and record this absence as per the Reporting & Recording guidelines in Section 15.3.

15.15.4 During Military leave, the Member may maintain benefit coverage by paying 100% of the employee and employer premium costs for the benefits they choose to keep.

15.16 Court Leave

15.16.1 Leave without loss of salary and benefits shall be granted to a Member subpoenaed to be a witness or summoned for jury selection and/or jury duty in Canada.

15.16.2 The Member will report and record this absence as per the Reporting & Recording guidelines in Section 15.3 and required to submit a copy of the summons.

16 Retirement

16.1 Overview

16.1.1 Mandatory retirement does not apply to the faculty of St. Mary's University.

16.1.2 Members who have served a minimum of five (5) years of full-time employment shall be entitled to a phased retirement provided appropriate notice is given. Members who have full-time dual appointments, part faculty and part staff, shall be treated in this policy as if they were Permanent Members.

16.1.3 Retirement may be:

- Complete – The Member terminates employment completely.
- Phased – The Member, through the Faculty Association, negotiates with the University for a lesser workload with prorated salary, for a set period leading to a defined retirement date.

16.2 Procedures

16.2.1 A Member initiates a phased or complete retirement notification that:

- is made in writing to the appropriate Dean;
- be made at least one (1) year in advance of the requested retirement date, which is normally June 30;
- in the case of phased retirement includes a plan that provides the intended date of complete retirement and a proposed workload during the phased retirement period. The period of reduced duties leading to complete retirement will normally be no longer than three (3) years.

16.2.2 Within thirty (30) days of notification by the Member and after consultation with the Member and Area Chair the Dean will make a recommendation to the VPA including a plan of duties and remuneration for any phased retirement period. The VPA will communicate the decision on the phased retirement plan to the Member within thirty (30) days from the date the recommendation is made by the Dean.

16.2.3 A retirement notification is irrevocable, although the retirement date may be advanced by mutual consent of the Member and the VPA.

16.2.4 A retired Permanent Member may be rehired as a Sessional Member.

16.2.4.1 A re-hired Permanent Member shall keep the rank held upon retirement and shall receive compensation on the Sessional Member salary scales.

16.2.5 When a retirement plan has been agreed upon, St. Mary's University will provide the Member with information on converting membership in group benefit plans to individual plans.

16.2.6 After complete retirement the University will no longer be responsible for employer benefit costs with the exception of the following:

- Tuition Fee Remission for the retired Member
- Parking, as long as parking remains free to Faculty
- Library access
- Fitness Centre access as provided to Permanent Members
- St. Mary's University email account
- St. Mary's University affiliation, including for application and administration of grants

16.2.7 Members awarded Professor Emeritus/Emerita status may be eligible for additional benefits, according to the relevant policy.

16.3 Benefit changes during employment

16.3.1 Long Term Disability and Critical Condition coverage ends at age 65.

16.3.2 Group life insurance (basic), Extended Health, Health Spending and Dental, Basic Accidental Death and Dismemberment Insurance end at age 70.

16.3.3 The matching RRSP contributions end on December 31 of the year the member turns 71.

16.4 Benefits during phased retirement

16.4.1 During phased retirement, Members are eligible to receive pro-rated benefits and pro-rated Professional Development Funding.

17 Discipline

17.1 Overview

17.1.1 A Member may be disciplined only for just cause and only in accordance with the provisions of this Article, with the University bearing the onus of establishing just cause. Disciplinary processes are not to be used to inhibit free inquiry, discussion, exercise of academic judgement, or honest criticism within or without the University.

17.1.2 In all matters of discipline, a Member has the right to seek advice and support from the Faculty Association, including, if necessary, aid in presenting the Member's position. The Member and the University may have an internal advisor of their choice present at any meetings relating to discipline.

17.1.3 The authority to discipline Members rests with the VPA.

17.1.4 The VPA may extend any deadlines under this Article upon the timely approval of the Faculty Association, with such approval not to be unreasonably withheld, advising the Faculty Association and the parties in writing.

17.1.5 Disciplinary action shall be just and reasonable and commensurate with the offence, incorporating the principles of progressive discipline as applicable.

17.1.6 In assessing seriousness of misconduct, and penalty to be imposed, mitigating factors shall be considered.

17.1.7 All disciplinary measures are grievable under Article 18, on either substantive or procedural grounds, or both.

- 17.1.8 The disciplinary measures that may be taken by the University include, but are not limited to, the following: a letter of warning or reprimand; suspension with pay; suspension with partial pay or without pay, or a fine; or in lieu of those, dismissal.
- 17.1.8.1 In the event that the discipline is not one of those above (17.1.8) the form of discipline will be consulted upon by the VPA and FA President and/or their designates. The consultation will not include confidential information unless agreed to by the Member being disciplined.
- 17.1.9 Suspension is the act of the University relieving a Member of all University duties for cause without their consent.
- 17.1.10 Dismissal is the termination of employment by the University. As provided for in this Agreement, the non-renewal of a probationary or term appointment, or the non-granting of tenure at the end of a probationary period, does not constitute dismissal or discipline.

17.2 Disciplinary Procedures

- 17.2.1 Chairs, Deans, and other supervisors may consider and take corrective measures that do not constitute discipline. These measures are limited to issuing letters of expectations or warnings, or verbal warnings which shall be summarized in writing. Any such measures will then be copied to the VPA, but are not included in the Member's personnel file.
- 17.2.2 Gross misconduct or negligence in a Member's performance of their responsibilities under this agreement shall be subject to disciplinary action.
- 17.2.3 Any person may make a complaint to the VPA about the conduct of a Member, or the University may itself initiate such a complaint, including in the complaint a detailed description of the allegations. Not every disciplinary action must be initiated by way of a complaint.
- 17.2.4 Where the University receives or initiates any complaint or allegations against a Member that might lead to discipline, the VPA shall, within ten (10) working days of receiving or initiating the complaint, initiate an investigation and notify the member in writing. This notification shall include a detailed explanation of the allegations which are being investigated and the fact that the investigation may lead to disciplinary action and will note the Member's right to Faculty Association representation.
- 17.2.5 The investigation may be conducted by the VPA, or by an investigator appointed at the VPA's discretion. The respondent shall be notified of the person designated to conduct the investigation.
- 17.2.6 The discipline procedure may be initiated only within fifteen (15) working days of the date the VPA knew, or ought reasonably to have known, of the occurrence of the matter giving rise to discipline. The University shall have the right to request, in writing to the Faculty Association, an extension of up to fifteen (15) working days. The Faculty Association shall not unreasonably reject the University's request.
- 17.2.7 If a complaint is not received by the VPA within six (6) months of the date the alleged conduct became known or ought reasonably to have been known to the complainant, the matter shall be considered as closed, and cannot be acted on by the VPA. Where circumstances warrant, such as when the complaint involves a breach of criminal law, sexual harassment or sexual violence, violent behaviour or threats of violence against a Member of the University community, the VPA, at their discretion, may waive this clause.
- 17.2.8 The investigator:
- shall, on at least ten (10) working days' written notice, meet with the complainant and the respondent separately to ensure that both parties have equal opportunity to provide details regarding the allegations and to provide the parties with the opportunity to have legal representation and/or an advocate from the Faculty Association present at the meeting;
 - may meet with any person who could provide information relevant to the complaint and receive materials submitted, whether at the investigator's request or unsolicited, and shall not be bound only by the original details of the complaint;
 - upon completion of the investigation, shall submit a written report to the VPA, with a copy to the respondent, and the complainant.

- 17.2.9 Upon completion and receipt of the investigation report, and before making a decision, the VPA shall offer to meet separately with each of the complainant and respondent, (with, if desired by the respondent, a representative of the Faculty Association), at a date to be determined by the VPA, and may also require further investigation.
- 17.2.10 Following receipt of the investigation report and completion of any meetings with the complainant and respondent thereafter and any further investigation deemed necessary, the VPA shall, in writing:
- dismiss the complaint, with such decision being final and not subject to appeal, but such decision may be grieved under Article 18;
 - discipline the respondent (according to 17.1.8), short of dismissal, with such decision being final and not subject to appeal, but such decision may be grieved under Article 18; or
 - recommend dismissal of the Member to the President.
- 17.2.11 In the event that the form of discipline is a recommendation of dismissal, and unless circumstances demand immediate action, the VPA will normally first write to the Member and the Faculty Association and advise the Member and a Faculty Association representative to attend a meeting with the VPA. The meeting is intended to allow the Member the opportunity to discuss and explain facts relating to the pending decision to dismiss the Member that the Member did not address in earlier steps of the process. Within ten (10) working days following the meeting, the VPA will inform the Member and the Faculty Association in writing as to whether there will be a dismissal of the Member.
- 17.2.12 At any step in the investigation, the VPA may elect to cease proceedings. They shall notify the Member and complainant of this decision, with a copy to the President of the Faculty Association, which shall constitute the final report on the matter.

17.3 Principles

- 17.3.1 In cases where there is an immediate threat by the Member to an individual(s) at the University or to University property, or an immediate and serious threat to the functioning of the University, the University retains the right to immediately suspend a Member until the matter can be investigated according to the provisions of this Article. Any such suspension shall be with pay and benefits, and not subject to grievance.
- 17.3.2 A Member shall not be subjected to discipline based on anonymous complaints or information.
- 17.3.3 No anonymous material shall be kept by the University concerning any Member or submitted as evidence in any formal or informal deliberation, action, or proceeding involving any Member.
- 17.3.4 Proceedings and findings under this Article shall be restricted and private to the persons involved as complainant(s), respondent(s) or witnesses (to the extent that witnesses need to know information related to the proceedings). When discipline is imposed, publicity shall be restricted to persons who have a need to know about the case in all the circumstances including but not limited to the relevant Chair, Deans, or other administrators and the Faculty Association. Disclosure of concerns and allegations may be necessary, either in order to conduct the investigation or if the VPA or designated investigator has reasonable grounds to believe that such confidentiality may place a person or persons at risk of harm. In the event that it is determined that there shall be no disciplinary action, the VPA must inform each individual to whom concerns and allegations were disclosed that there is no basis for disciplinary action.
- 17.3.5 The University may withhold information, decide not to notify the Member, or delay notifying the Member, of information or decisions contemplated in this Article if there are grounds to believe there is a risk of significant harm to another person or to University property or that the investigation may otherwise be jeopardized. In such cases, the University shall notify the President of the Faculty Association, or designate, immediately, providing the justification for the decision and the Faculty Association shall make no direct or indirect disclosure of the information to the member. Such a decision is grievable under Article 18.

- 17.3.6 Letters of warning or reprimand will be removed from the member's file and destroyed after four (4) years, provided that no subsequent similar misconduct or performance issue(s) have occurred or are under investigation.
- 17.3.6.1 In the event of subsequent issues, the letters will be retained until four years after the last misconduct or performance issue.
- 17.3.7 If disciplinary procedures are in progress while a member is being considered for renewal, tenure, promotion, or sabbatical, the consideration process shall be deferred upon the election of either the VPA or the Member until the disciplinary process has been concluded. If procedures interrupt the normal renewal, tenure, promotion, or sabbatical cycle, the consideration process and, if appropriate, dates of appointment, shall be extended to the next application cycle.
- 17.3.8 In the event that the behaviour giving rise to the disciplinary action was related to research misconduct, the University shall make a public statement that the member was guilty of misconduct in research and report such findings to any funding agencies supporting the member's research in which misconduct was identified.

18 Grievance and Arbitration

18.1 General

- 18.1.1 A grievance is a claim, dispute or complaint involving the interpretation, application, administration or alleged violation of this Agreement.
- 18.1.2 There shall be no discrimination, harassment, or coercion, of any kind, practiced against any person involved in these procedures, or against any party who elects not to pursue a grievance.
- 18.1.3 Unless otherwise provided for in this Agreement, any disputes arising from the administration and interpretation of this Agreement will be settled by the procedures set out in this Article.
- 18.1.4 The parties agree to make every reasonable effort to settle all grievances informally, to be summarized in writing and shared with the parties involved.
- 18.1.5 The parties will resolve grievances in a prompt, just, and equitable manner.
- 18.1.6 Both parties to this Agreement shall deal with only the other party to this Agreement with respect to a grievance.
- 18.1.7 Each party shall provide documents relevant to the grievance to the other party in a timely manner.
- 18.1.8 At any time, the Parties may agree to refer a dispute to mediation with a mutually acceptable mediator. The Parties shall equally share the cost of any mediation, the process shall be privileged and on a without prejudice basis, and shall not affect, change, or delay any of the timelines otherwise required under this Agreement unless the parties otherwise agree in writing.

18.2 Time limits

- 18.2.1 Notice of a grievance shall be filed within thirty (30) working days of the date on which the action or omission being grieved occurred, or thirty (30) working days from the date the Member, Faculty Association, or the University knew or reasonably ought to have known that the action or omission occurred.
- 18.2.2 Where no action is taken on a grievance within the time limits specified in this Article, the grievance shall be deemed to have been withdrawn or settled and time may not be extended other than by mutual agreement of the parties in writing.
- 18.2.3 In the event a party fails to reply in writing within the time limits prescribed in this Article, the other party may submit the matter to the next step as if a negative reply or denial had been received on the last day for the forwarding of such reply.
- 18.2.4 An arbitrator shall have the power to waive time limits on any grounds the arbitrator considers to be reasonable.

18.3 Technical Irregularities

- 18.3.1 No technical violation or irregularity occasioned by clerical, typographical, or technical error in the written specification of the grievance shall prevent the substance of a grievance from being heard and judged on its merits. The grievor shall make every effort to correct such an error as soon as the error is discovered.

18.4 Termination of Employment

- 18.4.1 In cases involving dismissal for cause or termination of a Sessional or Probationary appointment before it comes to term, the Faculty Association shall have the right to take a dispute directly to arbitration within twenty (20) working days of the date the Member was informed of their dismissal for cause or termination.
- 18.4.2 In all cases of termination of employment, the burden of proof shall be on the University to establish its case.

18.5 Grievance Procedure

- 18.5.1 A grievance shall be in writing signed by a representative from the Faculty Association or the University and, as the case may be, shall specify the matter(s) in dispute, the Article/clause(s) alleged to have been violated, and the remedy sought.
- 18.5.2 Step 1: No later than ten (10) working days following the receipt of the grievance, the University's representative shall meet with the Faculty Association representative and any Member(s) affected. The parties shall make every reasonable attempt to resolve the grievance.
- 18.5.3 If the grievance is resolved in Step 1 of the process such settlement shall be reduced to writing and countersigned by the Faculty Association representative and the University's representative within ten (10) working days of the meeting at which the settlement was reached.
- 18.5.4 In the event that the Faculty Association representative and the University's representative cannot resolve the grievance, the respondent to the grievance shall, within ten (10) working days of the Step 1 meeting(s) specified in clause 18.5.2, notify the grievor of the reasons why the grievance has not been resolved.
- 18.5.5 If the grievance is not resolved at the Step 1 stage none of the information exchanged in the context of the meeting(s) by one party can be brought forward by the other party as evidence in any subsequent arbitration.
- 18.5.6 Step 2: No later than five (5) working days following receipt of written notification that the grievance has not been resolved at Step 1, the Faculty Association may request a meeting with the President. Such a meeting shall take place within ten (10) working days of the request being made, and will include a representative of the Faculty Association, the individual grievor (in the case of an individual grievance), the President, and a representative of the University. The parties will attempt to resolve the dispute at the meeting.
- 18.5.7 If the grievance is not resolved in Step 2, none of the information exchanged in the context of the meeting(s) by one party can be brought forward as evidence by the other party in any subsequent arbitration.

18.6 Arbitration

- 18.6.1 If the grievance is not resolved in Step 2 either party may, within fifteen (15) working days of the Step 2 meeting, give written notice to the other party of their intent to submit the matter in dispute to an arbitrator for final and binding arbitration.
- 18.6.2 A matter referred to arbitration shall be heard by a single arbitrator.

- 18.6.3 The arbitrator will be selected by agreement between the two (2) parties. No individual shall be appointed as an arbitrator who is or was within six months prior to such an appointment, an employee; or who is or has within six months prior to such an appointment, acted as solicitor, counsel, advisor, agent or representative of either of the parties concerned.
- 18.6.4 If the parties cannot agree to an arbitrator, either party may request the Director of Mediation Services to appoint a single arbitrator as provided for under the Labour Relations Code of Alberta.
- 18.6.5 The arbitrator shall have the duty and power to adjudicate all matters in dispute.
- 18.6.6 The arbitrator shall proceed with all dispatch with the inquiry into the grievance, and in accordance with such procedures and mode of proof that the arbitrator deems appropriate.
- 18.6.7 The arbitrator shall have jurisdiction to award such remedy or remedies as the arbitrator deems appropriate, however, the award shall not be inconsistent with the terms of this Agreement. An exception to this is that, in cases involving promotion and tenure, the arbitrator does not have jurisdiction to award a permanent appointment or to grant advancement in rank and may only send the matter back to the Promotion and Tenure Committee for reconsideration.
- 18.6.8 The arbitrator shall have the power to award reinstatement through issuance of a new equivalent appointment.
- 18.6.9 The arbitrator shall not have the power to alter, add to or modify, or amend the Agreement in any respect whatsoever.
- 18.6.10 The arbitrator shall issue a decision which shall be final and binding.
- 18.6.11 All arbitration expenses, including the remuneration of the arbitrator, shall be shared equally by both parties, subject to the award of costs by the arbitrator as part of the remedy.

Appendix A: Permanent Members Salary Grids

Assistant Professor				
Step	2021/22	2022/23	2023/24	2024/25
1	70,465	70,465	71,170	72,237
2	72,465	72,465	73,190	74,287
3	74,465	74,465	75,210	76,338
4	76,465	76,465	77,230	78,388
5	78,465	78,465	79,250	80,438
6	80,465	80,465	81,270	82,489
7	82,465	82,465	83,290	84,539
8	84,465	84,465	85,310	86,589
9	86,465	86,465	87,330	88,640
10	88,465	88,465	89,350	90,690
11	90,465	90,465	91,370	92,740
12	92,465	92,465	93,390	94,790
13	94,465	94,465	95,410	96,841
14	96,465	96,465	97,430	98,891
15	98,465	98,465	99,450	100,941
16	100,465	100,465	101,470	102,992
17	102,465	102,465	103,490	105,042
18	104,465	104,465	105,510	107,092

Associate Professor				
Step	2021/22	2022/23	2023/24	2024/25
1	83,189	83,189	84,021	85,281
2	85,439	85,439	86,293	87,588
3	87,689	87,689	88,566	89,894
4	89,939	89,939	90,838	92,201
5	92,189	92,189	93,111	94,508
6	94,439	94,439	95,383	96,814
7	96,689	96,689	97,656	99,121
8	98,939	98,939	99,928	101,427
9	101,189	101,189	102,201	103,734
10	103,439	103,439	104,473	106,040
11	105,689	105,689	106,746	108,347
12	107,939	107,939	109,018	110,654
13	110,189	110,189	111,291	112,960
14	112,439	112,439	113,563	115,267
15	114,689	114,689	115,836	117,573
16	116,939	116,939	118,108	119,880
17	119,189	119,189	120,381	122,187
18	121,439	121,439	122,653	124,493

Step	Full Professor			
	2021/22	2022/23	2023/24	2024/25
1	97,869	97,869	98,848	100,330
2	100,369	100,369	101,373	102,893
3	102,869	102,869	103,898	105,456
4	105,369	105,369	106,423	108,019
5	107,869	107,869	108,948	110,582
6	110,369	110,369	111,473	113,145
7	112,869	112,869	113,998	115,708
8	115,369	115,369	116,523	118,271
9	117,869	117,869	119,048	120,833
10	120,369	120,369	121,573	123,396
11	122,869	122,869	124,098	125,959
12	125,369	125,369	126,623	128,522
13	127,869	127,869	129,148	131,085
14	130,369	130,369	131,673	133,648
15	132,869	132,869	134,198	136,211
16	135,369	135,369	136,723	138,774
17	137,869	137,869	139,248	141,336
18	140,369	140,369	141,773	143,899
19	142,869	142,869	144,298	146,462
20	145,369	145,369	146,823	149,025

Appendix B: Sessional Members Salary Grids

Step	Master's Degree			
	2021/22	2022/23	2023/24	2024/25
1	5,563.93	5,591.75	5,647.67	5,732.38
2	5,690.71	5,719.16	5,776.36	5,863.00
3	5,818.38	5,847.47	5,905.95	5,994.54
4	5,944.26	5,973.98	6,033.72	6,124.23
5	6,071.04	6,101.40	6,162.41	6,254.85

Step	Doctorate Degree			
	2021/22	2022/23	2023/24	2024/25
1	5,795.76	5,824.74	5,882.99	5,971.23
2	5,927.82	5,957.46	6,017.03	6,107.29
3	6,060.81	6,091.11	6,152.03	6,244.31
4	6,191.94	6,222.90	6,285.13	6,379.41
5	6,324.00	6,355.62	6,419.18	6,515.46

Appendix C: Workload and Salary Grid for Laboratory Co-ordinators

1 Preamble

Laboratory Co-ordinators are Members of the Faculty Association, but the following Articles do not apply to Laboratory Co-ordinators: Tenure & Tenure-Track, Sessional Appointments, Workload & Responsibilities, Promotion & Tenure, and Sabbatical Leave.

Laboratory Co-ordinators fulfill laboratory support needs while being flexible enough to permit inclusion of more or less laboratory instruction as needs dictate.

- 1.1.1 The Laboratory Co-ordinator is responsible for developing laboratory protocols and content in consultation with the course lecturers, and for the routine day-to-day operation of the laboratories. Laboratory co-ordination work includes: development and updating of experiments; revision and rewriting of laboratory manuals; preparation and maintenance of laboratory equipment, chemicals, specimens, and organisms; setup and takedown of the materials required for experiments; ensuring laboratory cleanliness and safety.
- 1.1.2 The Laboratory Co-ordinator is expected to supervise laboratory instructors. This will involve training instructors on procedures specific to each experiment, and on the use of laboratory equipment. The Laboratory Co-ordinator is also responsible for ensuring that all laboratory instructors follow safety guidelines and leave the laboratory in an acceptable condition at the conclusion of every laboratory session.
- 1.1.3 Some of the co-ordination work of the regular semesters will be performed in the 4 summer months, such as ordering, testing, preparation of materials, and most development work. The exact nature of the summer development work will be determined by the Area on an annual basis.
- 1.1.4 The Laboratory Co-ordinator will be responsible for instruction of laboratory sections as required by the Area.
- 1.1.5 The workload for the Laboratory Co-ordinator will be determined as follows:
 - 1.1.5.1 Laboratory Co-ordination work for one laboratory section in one course will be valued at three units. Additional sections in the same course will each be considered to be one unit.
 - 1.1.5.2 Each lab section taught by the Laboratory Co-ordinator will be valued at four units.
 - 1.1.5.3 A total of sixty (60) units will be considered a full workload for the year, with no more than thirty-four (34) units to be assigned in any one semester.
- 1.1.6 Overloads
 - 1.1.6.1 Laboratory Co-ordinators who agreed to accept an overload will be offered the two choices below. The coordinator must decide on the option they will receive at the time they accept the overload assignment. A combination of both options may also be used.
 - Remuneration at the appropriate stipend rate paid to Sessional Members for laboratory instruction
 - Hire a student assistant to help with some of the laboratory work, such as cleaning glassware, experiment setup/takedown, solution preparation, and the care of laboratory animals. The student will not have the role of a Teaching Assistant and will not assist with any instructional activities, such as assignment grading. Three (3) hours per week over thirteen (13) weeks of student assistant time will be allocated for every two (2) units overload.

1.2 Remuneration

- 1.2.1 Full-time Laboratory Co-ordinators will be remunerated according to the grid below. Normally, full-time co-ordinators will have a Master's degree in a relevant discipline.

- 1.2.1.1 Advancement by a step occurs July 1st of each year.
- 1.2.2 Laboratory Co-ordinators hired for less than a full year, or for less than a full workload, will be pro-rated based on the grid below.
 - 1.2.2.1 Advancement by a step for part-time Laboratory Co-ordinators occurs at the start of their contract year after their pro-rated employment would normally advance a step
 - 1.2.2.1.1 For example: a part-time Co-ordinator is hired at step 1 for 60% of a full-time position. At the start of their 3rd year they will be at step 2, advancing to step 3 at the start of their 5th year, and to step 4 at the start of their 6th year.
- 1.2.3 As the grid used for Laboratory Co-ordinators in 2020-2021 had a “base” step followed by steps 1 through 10, but all salary grids in this document begin at Step 1, on July 1st 2021, existing Laboratory Co-ordinators will be placed at the step of the new grid most closely matching, but not below, their existing salary.

Step	2021/24 Salary	2025
1	57,662	57,950
2	59,680	59,978
3	61,769	62,078
4	63,930	64,250
5	66,168	66,499
6	68,484	68,826
7	70,881	71,235
8	73,362	73,729
9	75,929	76,309
10	78,587	78,980
11	81,337	81,744

Dated at Calgary, this 03 of November, 2022

St. Mary's University Faculty Association

Matthew Clay



Gary Grothman



Laurie Hill



Alisa McArthur



St. Mary's University

Athina Polyzou



Mike Clark



John Deauy



Stephanie Law



Memorandum of Understanding

BETWEEN:

**ST. MARY'S UNIVERSITY
("THE UNIVERSITY")**

-and-

**THE ST. MARY'S UNIVERSITY FACULTY ASSOCIATION
(THE "ASSOCIATION")**

Whereas the Parties are in a collective bargaining relationship and are party to a collective agreement with a term July 1, 2018 to June 30, 2021 (the "Collective Agreement");

And Whereas the University employs individuals with administrative appointments as Deans who also occasionally teach at the University and hold contemporaneous appointments to Faculty for that purpose;

And Whereas the Association and the University have presently settled as between them cross-applications at the Alberta Labour Relations Board and a grievance all related to whether or to what extent individuals appointed as Deans are considered part of the Association's bargaining unit;

And Whereas as part of the resolution of the above matters, the parties agreed to certain terms that were to also become part of a Memorandum of Understanding between them;



Now therefore the Parties agree as follows:

1. Deans are expressly excluded from the Faculty Association bargaining unit (the "Unit") and are not employees of the University for purposes of the Labour Relations Code.
2. The University is free to contract with any person to become a Dean, and may appoint that person to a contemporaneous appointment as a Faculty member (Assistant, Associate or Full Professor or Sessional) in the University's discretion (generally, the "Faculty Appointment").
3. The terms and conditions of a Dean's administrative appointment are separate from any additional contemporaneous Faculty Appointment for teaching and shall be as mutually agreed in writing between the individual and the University.
4. Where Deans are doing teaching, then:
 - a. they must be Faculty Association members for purposes of that Faculty Appointment;
 - b. the terms of the Collective Agreement between the University and the Faculty Association shall apply only to their activities involving their teaching pursuant to that Faculty Appointment and they are considered to be within the Unit for that limited purpose;
 - c. they will have the right, upon the natural end of their Term as Dean or upon a termination without cause, to revert to their Faculty Appointment full-time if they wish, at which point their entire employment will be subject to the Collective Agreement. If the Dean is terminated with cause, the Faculty Association has the right to grieve the termination of the Faculty Appointment if the Faculty Association believes the discipline is without cause or is the inappropriate level of discipline.
5. The Faculty Association has no jurisdiction or role of any kind in any aspect of a Dean's appointment and employment in that administrative role, including but not limited to their hiring, termination from the

Dean position for any reason, human rights, terms and conditions of employment, duties, administration's management of their role or performance in that role, or any other similar matter.

6. Where a Dean with a contemporaneous Faculty Appointment has dealings of any kind with the Faculty Association, the Dean remains bound by their duties of confidentiality and fidelity to the University with respect to all information and obligations arising from their role and duties as Dean.
7. Where a Dean has a contemporaneous Faculty Appointment they will have Faculty Association dues (which are calculated based on regular salary) remitted to the Faculty Association based on the following formula:
 - a. Where they are not teaching any courses in an academic year, no dues;
 - b. During academic years in which they are teaching up to 2 courses in an academic year, 33% of regular dues;
 - c. During academic years in which they are teaching more than 2 courses in an academic year, 50% of regular dues;
 - d. During academic years in which they are teaching a full course load, 100% of regular dues.
8. This Agreement shall be without prejudice and without precedent with regard to any determination or other dispute concerning any other category of employee or position.
9. This Agreement shall be governed by and construed in accordance with the laws of Alberta.
10. The parties understand and agree that this Agreement may be signed in counterpart and electronically, and contains the entire agreement between the parties and that the terms of this Settlement are contractual and not a mere recital. This Agreement replaces and supersedes any prior verbal or written representation or agreement concerning these matters other than the Settlement Agreement the parties reached and on which this Memorandum of Understanding is based.

Signed by the parties on the dates indicated below.

The St. Mary's University Faculty Association	St. Mary's University
Per:  Name: <u> Jennifer Garrison </u> Date: <u> June 20, 2022 </u>	Per:  Name: <u> Athena Pulzoni </u> Date: <u> June 28 2022 </u>

Memorandum of Understanding

BETWEEN:

**ST. MARY'S UNIVERSITY
("THE UNIVERSITY")**

-and-

**THE ST. MARY'S UNIVERSITY FACULTY ASSOCIATION
(THE "ASSOCIATION")**

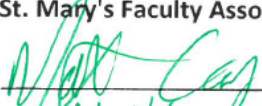
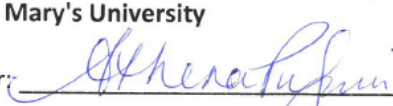
1. Preamble

- 1.1. That the Practicum Advisors in the Faculty of Education are members of the Faculty Association on the basis of practicum advising and pay dues accordingly.
- 1.2. That Practicum Advisors in the Faculty of Education, in all matters, shall continue to follow the conditions of their contract for the duration of this Agreement.
- 1.3. That Practicum Advisors in the Faculty of Education are exempt from the provisions contained within articles including Tenure & Tenure Track Appointments, Limited Term Appointments, Sessional Appointments, Workload & Responsibilities, Annual Reviews, Salary with the exception of Collection of Faculty Association Dues, Professional Development Funds, Promotion & Tenure, Sabbatical Leave, Leave with the exception of Workers Compensation Leave, and Retirement.
- 1.4. That the salary of Practicum Advisors in the Faculty of Education shall be administered as agreed upon and signed off below.

2. Remuneration

- 2.1. Practicum Advisors in the Faculty of Education will be remunerated according to the following grid per student in accordance with the type of practicum supervision.

	2021-2022	2022-2023	2023-2024	2024-2025
Practicum Supervision (1 st Semester of 1 st Year)	\$175.00 per student	\$187.50 per student	\$200.00 per student	\$212.50 per student
Practicum Supervision	\$350.00 per student	\$375.00 per student	\$400.00 per student	\$425 per student

The St. Mary's Faculty Association Per: <u></u> Name: <u>Matthew Clay</u> Date: <u>Oct. 27, 2022</u>	St. Mary's University Per: <u></u> Name: <u>Athena Pulzoni</u> Date: <u>Oct 27/2022</u>
---	---