COLLECTIVE AGREEMENT

between

CAPE BRETON UNIVERSITY FACULTY ASSOCIATION (CBUFA)

and

BOARD OF GOVERNORS
CAPE BRETON UNIVERSITY

Effective 1 July 2025 to 30 June 2028

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ARTICLE 1

1 PARTIES TO THE AGREEMENT

This Collective Agreement, hereinafter referred to as the "Agreement", is entered into this 1st day of July **2025** by and between the Board of Governors of the Cape Breton University, a body corporate, incorporated under the laws of the Province of Nova Scotia, hereinafter referred to as the "Employer", and the Cape Breton University Faculty Association, hereinafter referred to as the "Association".

1.1 Recognition

The Board recognizes the Association as the sole and exclusive bargaining agent for the members of the Association.

ARTICLE 2

2 PREAMBLE

2.1 The Parties acknowledge that those objectives and purposes of the University, as an institution of higher learning, which are relevant to their relationship, are the attainment of high standards of academic excellence, the advancement of learning, and the pursuit, dissemination and application of knowledge**.** Cape Breton University is committed to high-quality, accessible education; innovative research; and a vibrant, multicultural **and decolonized** future for the island of Cape Breton.

2.2 The Parties and the individuals whom they represent recognize and agree that they each, collectively and individually, have a responsibility to encourage within the University **a** climate of intellectual freedom, responsibility, **reconciliation, decolonization, indigenization** and mutual respect which are conducive to the achievement of these objectives and purposes. The Parties agree that consultation, openness and transparency are important to encourage such a climate.

2.3 The Parties agree that the purposes of this Agreement are to establish specific contractual provisions, to promote and maintain harmonious and fair relationships between the Parties, and to provide means acceptable to both parties for settling disputes which may arise between them from time to time.

2.4 This Preamble may be used as a guide to interpretation of this Agreement but, of itself, has no independent validity as a source of rights or obligations. As such, it cannot, in itself, be the subject of any grievance.

ARTICLE 3

3 DEFINITIONS

3.1 In this Agreement, the following words will mean:

(a) 'Day', unless otherwise stated, means Monday through Friday except where any of those days is a recognized holiday at the University.

(b) 'Same Sex and Common Law Spouse' means a person who, for at least a one continuous year period, lives with an employee in an intimate relationship publicly held out as 'marriage-like'.

(c) "Academic Administrators" designates the Vice-President, Academic and Provost, Dean of a School or the Office of Research and Graduate Studies, Dean of Library and Multicultural Learning.

(d) "Administrator" designates all administrative offices at the level of Dean or above.

(e) "Administrative Employee" designates the non-union position of Coordinator, Director or Principal.

(f) "Accredited" designates a university that has full membership in its national association of universities or equivalent.

ARTICLE 4

4 ASSOCIATION MEMBERSHIP AND DUES

4.1 Employees in the bargaining unit are not required to join the Association. However, whether or not such employees are members of the Association, they shall pay to the Association the equivalent of dues, in accordance with the Rand formula.

4.2 Any employee in the bargaining unit may file, in writing, with the Employer a notice stating that they do not, on conscientious or religious grounds, desire to be a member of the Association. The Rand formula will continue to apply. In such cases, the affected employee must make an application to the Nova Scotia Labour Board (LB), stating their desire that Association dues not be deducted from their pay, and providing particulars of those grounds. If the LB rules that the member has *bona* fide religious reasons for not paying dues to the Association, the Employer shall deduct from their pay an amount equivalent to the Association's regular membership dues and pay such sums deducted on behalf of the employee to the Association. The Association will annually pay an amount equivalent to the employee's annual dues to the CBU Scholarship Fund. The Association shall provide a copy of each such notice to the Employer.

4.3 The Employer shall deduct the dues or their equivalent referred to in 4.1 and 4.2 in an amount certified by the Association President or Treasurer of the Association as the required monthly dues, on each pay day and shall remit the amounts deducted in accordance with this article to the Association or the alternative payee no later than the 15th day of the following month. The Employer shall provide to the Association, at least every six (6) months, notification of the amounts deducted from each employee's pay.

4.4 Without prejudice to its rights under this article, the Association shall indemnify and save the Employer harmless from any and all claims or liability whatsoever arising from the deductions referred to in 4.2 and 4.3.

ARTICLE 5

5 EQUITY, FAIRNESS AND NON-DISCRIMINATION

The Parties to the agreement recognize the need for fairness in the administration of this agreement.

5.1 The Parties agree that there will be no discrimination on the basis of:

race
religion
colour
gender
sex
creed
marital status (including same sex spouses as defined in Article 3.1(b)
family status
age
political belief, affiliation or activity
physical or mental disability
ethnic, national or **First Nations, Metis or Inuit** origin
sexual orientation
gender identity
gender expression
place of residence
an irrational fear of contracting an illness or disease
first language
source of income
membership, non-membership or activity in the Association or exercising any rights under the Collective Agreement.

except where any of the aforementioned bases as recognized by the *Nova Scotia Human Rights Act*, is either a *bona fide* qualification, or reasonably precludes performance of the employee's duties and responsibilities, or as recognized by the *Canadian Charter of*

Rights and Freedoms, is a reasonable limit prescribed by law as can be demonstrably justified in a free and democratic society, subject, however, to the Parties' relevant duties to accommodate.

5.2 The parties to the Agreement and the affected employee(s) agree that they each have a shared obligation in finding and implementing a reasonable accommodation, to the point of undue hardship, for an employee having a **disability in the manner and to the extent required by the Nova Scotia *Human Rights Act*.**

Human Resources oversees and manages all medical accommodation requests and processes at CBU. Members taking part in the medical accommodation process may request an Association representative be included in the process. Human Resources will provide the Association with notice of a formal accommodation, provided the Members consents to release that confidential information to the Association.

The Member shall cooperate with the Employer and the Association, within the limits of their disability, in the development of the accommodation plan. They agree that factors relevant to what undue hardship is, include, but are not limited to, the financial cost of the accommodation, health and safety, the impact of the accommodation on the work obligations of the employee and immediate colleagues, and the degree of difficulty with effecting the accommodation. Accommodation measures may include modification of an existing accommodation.

5.3 They further agree that the employee seeking an accommodation must provide verification of the disability, by satisfactory medical documentation with reasonable specificity to allow for identification of a proposed accommodation plan. Once the aforementioned documentation is provided, the Parties may consult jointly with individuals having appropriate expertise in order to identify the proposed accommodation plan. **If a member raises a concern of confidentiality with the verification requested above, the Director of Human Resources shall meet with the member and an Association representative, if requested by the member to discuss the concerns.** Any documentation provided under this clause will remain confidential among the parties negotiating the plan. Notwithstanding this provision, the documentation referred to herein may be submitted to an arbitrator if the matter is submitted to arbitration under this Collective Agreement and/or to the Nova Scotia Human Rights Commission if the matter is subject to a complaint under the *Nova Scotia Human Rights Act*.

5.4 Where such accommodation can be effected, it is agreed that the Employer, the employee and the Association have a joint obligation to cooperate to ensure that it succeeds in allowing the employee to be able to reasonably discharge their employment responsibilities/duties in accordance with the Collective Agreement.

5.5 The union has the right to file a grievance on behalf of the complainant or respondent

pursuant to Article 41 of the Collective Agreement. Where the union has invoked the grievance procedure, the time limits may be delayed by written consent of both parties as per article 41.5.

ARTICLE 6

6 OFFICE SPACE AND FURNISHINGS

6.1 The Employer agrees that it will provide to the Association a reasonable office with a telephone (including installation and local call costs only) and furnishings (desk, desk chair, two other chairs, filing cabinet, large bookcase, a computer with compatible printer and free basic Internet access and email). All other costs and expenses in maintaining or running this office and its contents shall be borne by the Association.

ARTICLE 7

7 COPIES OF THE AGREEMENT

7.1 The Employer shall, within thirty (30) days of the date of signing of the true Agreement, post a copy of the signed Agreement on the CBU website. A printed copy of the Agreement will be made available to members on request.

7.2 Within thirty (30) days of signing the Agreement, the Employer shall provide the Association with a copy of the Agreement electronically.

ARTICLE 8

8 VALIDITY

8.1 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any proclamation, regulation, federal or provincial law now existing or hereafter enacted invalidates any portion of the Agreement, the remainder of the Agreement shall not be invalidated.

ARTICLE 9

9 CORRESPONDENCE

9.1 Except where otherwise specified in this Agreement, all correspondence between the Employer and the Association required by the Agreement shall be initiated between the President of the University and the President of the Association. Either President may delegate particular matter(s) and will inform the other in writing when such delegation is to occur.

ARTICLE 10

10 ASSOCIATION – EMPLOYER COMMITTEE

10.1 The Association-Employer Committee, consisting of three (3) employee representatives of the Association, one of whom shall be a member of the Association Executive, and three (3) representatives of the Employer, one of whom shall be **the Vice-President Academic and Provost. At the request of either party, one of the Employer representatives shall include** a member of the Board of the University, who is not a member ex-officio or through faculty or student appointment. The parties may change their representatives from time to time, but every reasonable effort shall be made to maintain continuity.

10.2 The Committee shall attempt to foster good communications and effective working relationships between the parties and a spirit of cooperation and goodwill between them. The Committee shall consider matters of mutual concern and shall not substitute for, nor interfere with, regular procedures and decision-making mechanisms. The Committee shall not have the power to add to, modify or amend this Agreement.

10.3 The Committee shall determine its own operating procedures. However:

(a) the Committee shall meet at least once each academic semester;

(b) the Association Executive member will act as Co-Chair on behalf of the Association, with the Employer members electing their Co-Chair;

(c) the responsibility for the agenda and minutes rests with the Co-Chairs; at each meeting, one will act as meeting Chair and one will take minutes, with these roles alternating;

(d) minutes of each meeting of the Committee shall be prepared and signed by the Co-Chairs and circulated to the members of the Committee and to the Presidents of the University and the Association as soon as reasonably possible after adjournment.

ARTICLE 11

11 ASSOCIATION AFFAIRS

11.1 The Employer agrees to provide reasonable access to the University's premises to representatives of Association of Nova Scotia University Teachers (ANSUT), Canadian Association of University Teachers (CAUT), National Union of CAUT (NUCAUT), Canadian Labour Congress (CLC), Cape Breton District Labour Council (CBDLC), or legal counsel (or other resource people invited by the Association), provided that:

(a) such access does not interfere with the normal operations of the University;

(b) such access shall not include the right of such invited person to call meetings on the University's premises;

(c) such access is for the purpose of assisting the Association in carrying on its business as representative of members of the bargaining unit; and

(d) such representatives comply with all University regulations generally applicable to visitors to the University premises.

11.2 Subject to availability, the Employer shall provide the Association with suitable rooms for Association meetings as required, free of charge, provided this can be done without interfering with the normal operations of the University and that all University regulations generally applicable to meetings at the University are complied with during such use.

11.3 The Association may hold or sponsor educational functions such as lectures, seminars and workshops for members of the University community on the University premises, subject to availability of space, and to the University regulations generally applicable to such events.

11.4 Where operational requirements permit and with reasonable notice, the Employer shall grant time off with pay for the purpose of attending:

11.4.1 Contract negotiation meetings with the Employer;

11.4.2 Grievance meetings;

11.4.3 Association-Employer Committee meetings;

11.4.4 Joint Occupational Health and Safety Committee meetings; and

11.4.5 Other meetings with the Employer while serving as a representative of CBUFA.

Such permission shall not be unreasonably requested nor unreasonably withheld.

ARTICLE 12

12 ACADEMIC FREEDOM

12.1 The common good of society depends upon the search for knowledge and its free expression. Academic freedom in universities is essential to both these purposes in the teaching function of the university as well as in its scholarship and research. Academic

freedom does not require neutrality on the part of the individual; rather, academic freedom makes commitment possible.

12.2 The Parties agree that Members are entitled, regardless of prescribed doctrine, to freedom in the practice of their professions of teacher and scholar and librarian, freedom in carrying out research and in publishing the results thereof, freedom of teaching and discussion, freedom of creative activity, freedom to select, acquire, disseminate, or use information (including the selection and use of teaching and support materials) in the exercise of their professional responsibilities, freedom to criticize the University and the Association, and freedom from institutional censorship. When expressing opinions in any public forum external to the University, Members shall not purport to speak for the University unless so authorized.

12.3 The Parties agree that Members have a responsibility to respect the academic freedom and rights of other members of the University community. The Parties agree that they will not infringe or abridge the academic freedom of any Member. Academic freedom does not confer legal immunity, nor does it diminish the obligations of Members to meet their employment duties and responsibilities to the University. Members have a duty to exercise academic freedom responsibly and in a manner that is consistent with their academic and other obligations as teachers, and scholars, and librarians. **These responsibilities may include, to the best of their ability, to uphold the academic policies and procedures approved by the University Senate.**

12.4 The Parties agree that the censorship of information is inimical to the free pursuit of knowledge. The collection, organization, and dissemination of knowledge by Members will be done freely and without bias in support of the research, teaching and study needs of the University community. The Parties agree that no censorship based on moral, religious, or political views shall be exercised or allowed against any material which a Member desires to be placed in the library collections of the University.

ARTICLE 13

13 EXCHANGE OF INFORMATION

13.1 The University agrees to provide to the Association, on a confidential basis (except when the document is in the public domain) and on written request, for purposes of information only:

(a) the names, ranks, salaries and, where applicable, the starting dates of all Members within thirty (30) days following their first pay in each academic year;

(b) the names of all Members whose employment has been terminated and the dates of such termination within thirty (30) days of termination;

(c) the names, new ranks and, where applicable, the new salaries of Members who

have received promotions, and the effective dates of such promotions, not later than thirty (30) days after the effective dates or within thirty (30) days after their approval, as appropriate;

(d) on July 30th of each year, or within thirty (30) days of their approval, whichever is sooner, a list of all Members granted leaves for the current academic year, or part thereof, the type of leave granted and the percentage of leave granted and the percentage of salary while on leave;

(e) a copy of all benefit and pension plans applicable to Members and the rates charged to Members for those plans;

(f) within four (4) weeks following the start of each of the Fall, Winter, Intersession and Summer Session terms of each year, a report showing the number of students enrolled in each of the credit courses offered by the Employer, together with the name of the person teaching each course and each section of each course. Notwithstanding the foregoing, the University will endeavour to provide such reports by the end of two (2) weeks if reasonably possible with respect to the Intersession and Summer Session terms;

(g) a copy of the Annual Report and audited financial statements of the Employer as and when approved for release by the Board of Governors within ten (10) days following such approval;

(h) a copy of all official press releases made by the Employer, if reasonably practicable, at the time of release to the public;

(i) if reasonably practicable, at the time of its release to the public, a copy of any official public representation or brief made in writing by Cape Breton University to any governmental agency, department or representative;

(j) at the time of their distribution, a copy of the agenda, and any documents supporting the agenda (other than those documents which are either privileged or for the confidential information of the Board), and the minutes, all with respect to any open meetings of the Board of Governors or open portions thereof. This will include a copy of the President's written report;

(k) the names of all persons appointed or elected to positions on the Board of Governors or committees thereof, together with any terms of reference of those committees;

(l) such other information access to which is set out elsewhere in this Collective Agreement; and

(m) a copy of the annual University budget as and when approved for release by the

Board of Governors within ten (10) days following its such approval.

13.2 Cape Breton University agrees to authorize Statistics Canada to release to the Association, on an annual basis, the following tables based on the Salary Analysis System for full-time University Teachers, concerning Cape Breton University only, according to the major categories in the official Statistics Canada request for, that is: Tables 1, 2, 3, and 4 to the level of disaggregation regarding appointment category, sex, discipline, rank and administrative function. It is understood that Table 1 categorizes by age, Table 2 by years since award of first degree, Table 3 by years since award of highest degree and Table 4 by years since nomination to present rank. It is agreed that the data will not be presented in such a way that individual employees can be identified.

13.3 The Association agrees to provide to the Employer, on a confidential basis (except when the document is in the public domain), for purposes of information only:

(a) an up-to-date copy of the Association's Constitution and By-Laws;

(b) a copy of all official press releases made by the Association, if reasonably practicable, at the time of release to the public;

(c) if reasonably practicable, at the time of its release to the public, a copy of any official public written representation or brief made by the Association to any governmental agency, department or representative;

(d) a copy of minutes of open meetings of the Association or open portions thereof within a reasonable time following their approval for release by the Association;

(e) such other information access to which is set out elsewhere in this Agreement, or as mutually agreed upon by the parties;

(f) the names of all employees appointed or elected to positions in the Association or to positions on committees thereof, together with any terms of reference of those committees;

13.4 In providing the information referred to in clauses 13.1 and 13.3 above, the Employer and the Association shall only be required to produce same in the form in which it already exists.

ARTICLE 14

14 WORKING ENVIRONMENT

14.1 The Employer acknowledges the importance of maintaining appropriate levels of facilities, supplies and services so that Members can effectively carry out their employment responsibilities. The Employer agrees that services, supplies and facilities

provided to Members in varying individual degrees and circumstances, will be maintained insofar as is practicable and reasonable within the limits of the budget of the University. Included in such supplies, facilities and services are:

(a) library resources;
(b) computer services;
(c) office space, including computers, office software, access to the Internet and email;
(d) secretarial services;
(e) duplicating, printing services;
(f) laboratory space and equipment;
(g) telephone services, including voice-mail (or other messaging service);
(h) technical services;
(i) teaching and research assistance; and
(j) office supplies.

14.1.1 It is agreed and understood by the parties signatory to this Agreement that policies governing the working environment are important to the health and welfare of everyone and that the Association will be informed when they are altered or amended.

14.1.2 Reassignment of Office and Laboratory Space to Members

Any reassignment of office or laboratory space shall be discussed with the Member directly affected as soon as the need for reassignment has been determined. Where a Member objects to the reassignment of office or laboratory space, the relevant Chair(s) and Dean(s) will endeavour to meet with the Member to find suitable alternative arrangements. Should it prove impossible to reach a reassignment arrangement that is acceptable to the affected Member, suitable office space or laboratory space may be reassigned after 30 calendar days from the initial notice to the Member.

14.2 The foundation of the OH&S Act is the Internal Responsibility System (IRS) which is based on the principle that the Employer, employees and others in the workplace share the responsibility to the extent of each party's authority and ability to do so for the safety of persons at the workplace.

14.3 (a) The Employer, the Association, and the Members acknowledge their individual and collective responsibilities under the Nova Scotia *Occupational Health and Safety Act* to maintain a safe and healthy working environment, and to comply with their respective obligations under that *Act*.

(b) The Employer will provide those facilities, supplies, procedures, training and services required by the *Act* to protect the health and safety of Members as they carry out their employment responsibilities on the Employer's premises.

(c) The Employer shall provide, and the Members shall make use of, protective equipment, whenever such equipment is required by the *Act* or its Regulations for the safe performance of their employment responsibilities. Protective equipment

shall include, but not be limited to, protective safety eyewear, where necessary. This can include the type of goggles that fit over prescription eyewear. Requests for prescription safety glasses will be considered on a case-by case basis for Members who have nine (9) or more teaching contact hours per week in labs requiring safety glasses. For a Member who has been approved for prescription safety glasses, new glasses will be provided once every three (3) years and only then if there has been a change in the prescription or if damaged due to a laboratory incident. The maximum amount payable under this provision will be $400.

(d) The Employer shall provide training required by the provincial health and safety legislation. Such training shall include but not be limited to WHMIS, the Internal Responsibility System, the Right to Know, the Right to Participate and Right to Refuse.

(e) The parties recognize the right of workers to be provided with appropriate health and safety training. The Association shall advise the Employer and the JOHSC of the training needs of their bargaining unit Members and may provide suggestions on the best organizations and methods for delivering this training.

(f) Health and safety training for new employees is considered a priority during orientation and will include, but not be limited to, the OH&S Internal Responsibility System, rights and responsibilities and WHMIS.

14.4 The Employer agrees to maintain and the Parties agree to participate in the University Health and Safety Committee under the Nova Scotia *Occupational Health and Safety Act*. Such participation may include the appointment by the Association of two (2) Members to the Joint Occupational Health and Safety Committee (JOHS).

14.5 (a) Subject to (b), the University agrees to make reasonable efforts to maintain reasonable standards of heat, ventilation, light level and noise level in those parts of the premises ordinarily used by Members in fulfilling their duties.

(b) The Parties agree that the physical environment within the University, and in particular, heat, ventilation, light level and noise level, may be subject to a number of circumstances which, from time to time, may adversely affect the standards of such matters and delay remedy of such conditions. The Employer will undertake reasonable remedial measures to deal with such circumstances as soon as reasonably practicable.

14.6 Where a Member believes that any condition, device, equipment, machine, material or thing or any aspect of the workplace is or may be dangerous to the employee's health or safety or that of any other person at the workplace, the employee shall immediately report it to a supervisor.

Where the matter is not remedied to the Member's satisfaction, it is recommended that

they consult with the Association in regards to their rights and responsibilities. The Member shall concurrently report the matter to the JOHS Committee.

ARTICLE 15

15 NO INTERRUPTION OF WORK

15.1 It is agreed that there shall be no strikes, work stoppages, slow downs, or job action (collectively referred to as "strike") by employees in the bargaining unit and/or by the Association during the currency of this Agreement. The Employer agrees that it will not lockout any Member or Members during the currency of this Agreement.

15.2 In the event of a work interruption, lock-out or legal strike, Members who require access to University facilities in order to prevent irreparable damage (such as danger to human, plant or animal life or decomposable material) shall be granted such access, if their request is approved by the Association and employer. If possible, requirements for such access shall be made known to the Association and employer, prior to any such work interruption.

ARTICLE 16

16 OFFICIAL FILE

16.1 There shall be only one official file for each Member, referred to herein as the "Member's file", maintained and regulated by the office of the Director of Human Resources. This file shall have two (2) separate folders:

(a) a folder containing relevant documents relating to administrative matters, e.g. available information on salary, benefits and related topics; relevant documents relating to employment matters, e.g. a current curriculum vitae; available documents pertaining to a Member's appointment, re-appointment, tenure/permanence, promotion, (and the log which documents electronic access to the Member's dossier during the PP&T process) or leaves; university transcripts; referees' and assessors' reports; notices of awards for teaching and scholarly achievements; letters of recommendation and commendation; and documents, together with reasons, arising from personnel decisions involving the Member. The purpose of this part of the Member's file is to fairly represent significant details of their employment history.

(b) An electronic folder containing the Member's applications for tenure or permanency and promotion, the results of course evaluations and Teaching Assignment and Faculty Professional Activities Report, Librarian Activities Report or Lab Instructors Professional Activities Report (Appendices C, D and E).

On request, the Member shall provide a copy of their current CV for the purpose of

complying with requests of accrediting and licensing bodies who are involved in the assessment of CBU Programs.

16.2 Material which contains praise or criticism of a Member's performance or behaviour shall be contemporaneously provided to the Member at the time of its inclusion in the Member's file.

16.3 (a) After reasonable notice, a Member or their grievance officer, legal counsel, or such other person as the Member may authorize in writing, shall have the right to a supervised examination of the contents of their file during normal business hours. This right, with respect to confidential material, shall be limited in that the Member shall be permitted to examine only a copy of the body of any such material, excluding any references therein which could identify its author or their affiliation or address.

(b) After reasonable notice, a Member shall have the right to receive a copy of their file, or part thereof, except confidential or anonymous documents. Once a copy of a particular document has been supplied to a Member, no further copy of that document will be supplied to them for a period of two (2) years thereafter, except where such copy has been lost or has been significantly damaged.

(c) After reasonable notice, a Member shall have the right to request a copy of the log which will provide a record of all parties who have accessed the member's electronic folder since the last log was run. A copy of the log will be placed in the Member's official file. Once a copy of a log has been produced for a Member, no further log will be supplied for a period of one (1) year.

(d) As per clause 16.3(a), a Member may visit the Human Resources Department to review their file. The Member may request an updated inventory sheet. If a review of the file reveals omissions or exclusions from the official file according to Article 16.1, then a correction to the contents of the file may be requested in writing.

16.4 Access without notice to the Member's employment folder and the Member's electronic folder shall be limited to the following individuals:

- The President, the Vice-President, Academic and Provost, the Member's Dean or, in the case of a Librarian, the Dean of Library and Multicultural Learning or the supervisor for other Members, the Director of Human Resources and their staff, and the Dean of Research and Graduate Studies.

- The Dean of Research and Graduate Studies (including their staff) is permitted to utilize information on research activities to prepare aggregate reports of research activities. Such reports will include but are not limited to reports to Senate, The Board of Governors and federal and provincial agencies.

Access without notice to the Member's administrative folder shall be limited to the following individuals:

- the Director of Human Resources and their staff, who may provide to other employees of the University access to such file information as may be required for the performance of their jobs.

16.5 No anonymous or confidential documents shall be kept in the Member's file except for the following:

(a) tabulations of the results of course evaluations as provided for in Articles 18 and 33;

(b) external assessor's reports on grant applications and scholarly and/or professional works submitted for publication or publication grants; and

(c) material which this Agreement specifies be anonymous or confidential.

16.6 (a) Members have the right to request removal of material from or correction of material in their Official File which is alleged to be false, inaccurate, or irrelevant to the purposes for which the Official File is kept.

(b) Requests pursuant to paragraph (a) shall be made in writing, with supporting justification, by the Member to their Dean or the Dean of Library and Multicultural Learning, as appropriate, who, together with the Director of Human Resources, shall decide within thirty (30) working days, after having given each of the Member and the author of the impugned document a reasonable summary opportunity to present to them their position on the matter, whether there is justification to either remove or correct such material. In the event that the author of the document in question is the Member's Dean, the Director of Human Resources, or the Dean of Library and Multicultural Learning, the Employer will provide an appropriate substitute for such person(s).

(c) A Member shall have the right to include in their file written comments pertaining to the accuracy, relevance, meaning or completeness of any documents considered relevant by the Member.

ARTICLE 17

17 ENTRY OR RE-ENTRY OF ADMINISTRATORS TO THE BARGAINING UNIT

17.1 Academic Administrators who are given faculty or librarian appointments at the time of their appointment as such administrators shall, **upon completion** of their appointments as administrators, be entitled to automatic entry into the bargaining unit. **However, Academic Administrators or Administrative Employees who held a position inside the bargaining unit at the time of their administrative appointment shall, at the**

cessation of their administrative terms, be entitled to automatic re-entry into that position in the bargaining unit.

17.1.1 Faculty shall have 40% representation on all Academic Administrator hiring committees with the **following** exception**s:**

(a) the Presidential Hiring Committee;
(b) the **Hiring Committee for the** Dean of Library and Multicultural Learning. In the case of the Dean of Library and Multicultural Learning, **wherein** Librarians may provide CBUFA representation on the Hiring Committee rather than Faculty**; and**
(c) **the Hiring Committee for the Dean of the School of Nursing, wherein Nursing Practice Educators may provide CBUFA representation on the Hiring Committee rather than Faculty.**

CBUFA **shall** put forward the names of members whose field of expertise is in keeping with the position being filled and who would be willing to serve. **CBUFA may delegate this responsibility to the corresponding School where the selection of members shall be elected.** The **University** President may choose from those nominated or may request other faculty/librarian members instead. CBUFA will be advised of the **University President's** decision, **including a written rationale**. Failure of Committee members to attend meetings or interviews will not result in a delay of the process.

17.1.2 In order to expedite the hiring process, the Hiring Committee for an Academic Administrator may recommend to PP&T that the candidate(s) being considered for the position be reviewed for rank and/or tenure. The Human Resources Department will arrange to send the CV of all candidates seeking this category to the PP&T Committee chair for such consideration.

Should PP&T Committee be unable to convene and make its recommendation within ten (10) working days, the Hiring Committee may make its recommendation directly to the President.

17.1.3 The letter granting rank and/or tenure/permanence to an Academic Administrator shall be copied to the Association at the time they are hired.

17.1.4 A non-member appointed as an Academic Administrator who was given rank based upon their academic qualification pursuant to 35.1.5, after notification of the appropriate Dean and the Department at the time of their appointment as such, shall become a member pursuant to Article 35.6.1.

17.2 Administrators excluded from the bargaining unit may engage in research, counseling, creative and scholarly activities, and reasonable amounts of teaching or library services (notwithstanding Article 28.6) at the University.

17.2.1 Time spent in such administrative positions shall be deemed equivalent to time spent in the bargaining unit for all time specific purposes and procedures governed by this Agreement.

ARTICLE 18

18 GENERAL EMPLOYMENT RESPONSIBILITIES OF FACULTY MEMBERS

18.1 Faculty Members are expected to engage in:

(a) Teaching:
This shall be teaching, conduct of laboratories (as provided in Article 27), and academic advising;

(b) Research/creative/scholarly activities:
This shall be scholarly work, such as applied and basic research **and/or Indigenous Scholarship** (as provided in Articles 31 and 33);

For Limited term Faculty research is not required but will be encouraged and supported, where possible;

(c) Service to the University:
This shall be participation in work at the Department, School, or University wide levels in such things as committee and like work (as provided in Article 33);

(d) Community and Professional Service:
This shall be activities that are grounded in a faculty Member's special field of knowledge, **including where appropriate Indigenous Knowledges,** other contributions to the faculty Member's profession (as provided in Article 33), performance in an extra-academic field, and appropriate contributions to the community at large.

These activities are expected for probationary-tenure-track and tenured faculty Members as well as limited term faculty Members in the bargaining unit as specified in Article 35 and who have an employment contract of 8 months or longer. Part-time and limited term faculty Members in the bargaining unit are primarily expected to concentrate on teaching.

18.1.1 Accountability for one's professional activities can be expressed in many ways. However, better understanding of professional activities is achieved through a minimum of common denominators in the reporting mechanisms. A "Teaching Assignment and Faculty Professional Activities Report" (Appendix B) is to be used as a template which outlines minimum reporting requirements for Faculty Members. This report is to be completed annually with a copy submitted electronically to the Dean's Office. The Dean's Office will forward the final electronic copy to Human Resources with a copy to the Member to be included in the Member's personnel file. The Teaching Assignment and Faculty Professional Activities Report is meant to help make the Dean become aware

of the activities the faculty member is involved in and promote positive discussion related to career development. Such report will not be used in a disciplinary manner.

18.2 **Teaching**

Faculty are required:

(a) to maintain scholarly competence and effectiveness as teachers;

(b) to prepare and organize their teaching subject matter and revise that subject matter to maintain current relevance;

(c) to participate in teaching performance appraisals (as provided in clause 33.8.2 by encouraging students to participate in on-line or in-class evaluations);

(d) - to establish and publish office hours in accordance with Article 27 and be available for consultation with students during those hours;

- to supervise examinations, tests and other means of student assessment in sections of courses taught by the faculty Member;
- to be available for course assignment, course counseling and academic counseling as provided in Article 27.

the above activities shall be done in consultation with the faculty Member's Department Chair and Dean;

(e) to conduct their classes in accordance with all legal requirements, e.g. health and safety laws, and within the context of the principles of Academic Freedom (as provided in Article 12);

(f) to **post or** provide a course syllabus **electronically** and to inform students of the methods of instruction and evaluation in their courses at the beginning of each term and to consult with students where circumstances cause changes to such methods of instruction and evaluation. The Dean shall **also** be provided with electronic copies of such information, (including distance education courses, tutorials, and directed studies) and **shall be** notified of any changes made during the term;

(g) to comply with all procedures and deadlines concerning the reporting, review or appeal of student grades;

(h) reschedule or cancel classes or laboratories only for good cause and, where possible, in keeping with Article 19.3 **where rescheduling or cancellation is justified. Members shall** give prior notification to the office of the faculty Member's Dean **when they are able to**. In all cases where a class or lab is canceled, rescheduled, or if another Member is covering the class for a colleague,

the Dean's office must be notified of the change as soon as possible by the person who is responsible for that class. If possible, faculty shall also participate in giving their students notice of such change **with as much advance notice as possible** and shall make a reasonable effort to compensate for such missed class or laboratory **time** in such manner as the faculty Member and their Dean considers appropriate;

(i) to be accessible during the examination period in which the Member teaches and the period leading up to Spring convocation;

(j) to fulfill their normal teaching load (as provided in Article 27).

18.3 **Research/Creative/Scholarly Activities**

As provided for in Article 31 (Research Article), these activities involve basic or applied research, the creation of knowledge, the creative use of existing knowledge, **including where appropriate Indigenous Knowledges and Indigenous Scholarship,** the organization and synthesis of existing knowledge, or creative expressions such as music, art, or drama, in the faculty Member's area of expertise.

Faculty are expected to devote a reasonable portion of their time (as provided in Article 31) to research, scholarly or other creative activities, related to their area(s) of expertise.

18.4 **Service to the University**

(a) Faculty have the responsibility to participate in work of the University (as provided in Article 33) through membership on appropriate bodies such as Senate and university-wide committees.

(b) Faculty Members have the responsibility to participate in the functioning of their Departments, Schools and the University (as provided in Article 33), including **regular** attendance at Department and School meetings. Such participation includes the development of content and other requirements for academic programs.

18.5 **Service to the Community and Profession (if applicable)**

Faculty are encouraged and expected to engage in community and professional service (where applicable). Such service, if it be of a lasting nature (greater than 6 months), must be reported to the faculty Member's Dean through the Teaching Assignment and Professional Activities Report. Such service includes participating in community activities **leading ceremonies**, and activities of professional and academic organizations outside the University, **including Indigenous professional and academic organizations outside of the University,** where the faculty Member's academic and/or research interests **and/or Indigenous Knowledges** and competencies form the basis for such participation.

18.6 **Faculty Members' Research Activities**

The above provisions will not be used in a punitive manner against those faculty Members who opt to remain on Schedule B and who were employed on or before 17 March 2000 whose research activities are not being currently maintained at the appropriate level, but this deficiency will be taken into account in the consideration of such faculty Members' **applications** for tenure, promotion, or other matters covered by this Agreement where appropriate research is a factor required to be taken into account.

The Employer and CBUFA agree that research is an important function of academia. The Employer and CBUFA, therefore, agree to encourage those members whose names appear on Schedule B to remain, or re-engage, in research/scholarly activity

18.6.1 Assessment of Research

Each year commencing July 1, the School Dean and the Dean of Research and Graduate Studies, in consultation with the Vice-President, Academic and Provost, will consider the research record of each tenured faculty member and identify those Members who, given the stage of their career, are or are not active researchers. They will review the research output focusing on the last two years using the Faculty Member's CV, prepared in Senate-approved format, and the Teaching Assignment and Professional Activities Report in making this determination. They will use the provisions of Article 31, Research and Article 33, Faculty Probation, Promotion and Tenure, as guidelines in conducting this assessment. The decision of the School Dean will be communicated to the Vice-President, Academic and Provost and the member including the rationale for this recommendation by August 31.

During the assessment process, the Dean and/or the Member may request a meeting to discuss a Members' scholarly activities as per Article 18.3(b). The purpose of this meeting is to highlight any concerns and propose any corrective actions, if needed, prior to the final assessment of research activity. The Dean and/or the Member may request the presence of a Human Resources and/or a CBUFA representative at this meeting.

For the purpose of this exercise (i.e. the assessment of research), all tenured members will be considered unless the Member has opted to be excluded.

18.6.1.1 A Member who chooses not to submit their CV (in the Senate-approved format) will be assumed to be a non-researching faculty member and will be assigned a workload of teaching and service under 18.6.1.3 (b) below.

18.6.1.2 A Member may request that they be classified under 27.2.2.1. Such requests will not unreasonably be denied. Such requests shall be submitted to the School Dean, copied to the Department Chair no later than June 30. For those on Schedule B, this will continue to be in effect until such time as the Member requests in writing to the School Dean to be

reconsidered.

18.6.1.3 The **results of a Member's assessment of research** will be forwarded to the Member and the Vice- President, Academic and Provost. The decision will include one of the following:

(a) That the Member is currently an active researcher, given the stage of their career (for a period of one year).

(b) That the Member is not currently an active researcher, given the stage of their career (for the period on one year). The member will be encouraged to engage in appropriate research activities.

The Member will have 30 calendar days to appeal the findings. Such appeal will be submitted to the School Dean copied to the Dean of Research and Graduate Studies and the Vice-President, Academic and Provost. The Deans shall review and provide input to the Vice-President, Academic and Provost based on the additional material and/or information received. The final decision by the Vice-President, Academic and Provost will be forwarded to the Member copied to the Deans and the Department Chair no later than October 31.

18.7 **Timelines for Evaluation**

June 30 – all tenured faculty members shall submit a CV and Teaching Assignment and Faculty Professional Activities Report.

August 31 – School Dean provides decision to Member and Vice-President, Academic and Provost.

September 30 – Member may appeal decision of the Deans.

October 31 – Final decision of Vice-President, Academic and Provost communicated.

June 1 – Dean assigns workload in accordance with Member's classification and in keeping with the process as outlined in Article 27.1 and 27.1.1.

ARTICLE 19

19 LEAVES OF ABSENCE

The Employer may grant a Member a leave of absence with or without pay for such a period as may be required per the terms of this Article, per the Nova Scotia Labour Standards Code, or as otherwise agreed upon between the parties. For all leaves of absence in this Article that fall under the jurisdiction of the Nova Scotia Labour Standards Code, the Parties agree that employees shall be entitled to the

greater of the benefits provided under this Agreement, or the benefits provided under the Labour Standards Code.

19.1 **Sick Leave Benefits**

(a) Except as noted in 19.1 (e), a full-time Member shall not lose the full pay and benefits which they could have earned up to one hundred five (105) continuous calendar days as a result of a non-compensable illness or injury. Should such absence continue beyond the said one hundred five (105) days caused by the same illness or injury, the Member must apply for long term disability benefits at least 5 weeks prior to the expiry of their pre-long term disability sick leave. Qualification for long term disability will be based on satisfying the requirements of the long term disability plan.

(b) In the event of an absence under this Article of three (3) days or less, the Member shall notify their Dean's office or the Dean of Library and Multicultural Learning (referred to in this Article as the "appropriate person"). For absences in excess of three (3) days, the Member shall also notify the appropriate person of the probable duration of the absence. **Members may be required to submit a medical certificate in accordance with the applicable law.**

(c) A Member who requires time off to attend a medical, dental, or other similar health related appointment shall be entitled to a reasonable leave of absence with full pay and benefits.

(d) The Member proceeding on leave under this article shall receive the grid step increment the Member normally would receive had the Member not been on leave, with the exception of Members receiving long term disability benefits, who shall begin receiving any applicable grid step increment upon the Member's return.

(e) Term employees shall be entitled to three (3) days sick leave at commencement of their contract and shall earn sick leave at a rate of 1 day for each month in which an employee has worked at least fifteen (15) days (vacation will be counted as days worked for this purpose), to a maximum accumulation of 63 days. These credits shall accumulate on a pro-rated basis for part-time employees.

(f) Sick time accumulation for Nursing Practice Educators will be at the rate of 1.5 days per month with a maximum accumulation of 75 days. Should an absence continue beyond fifteen (15) weeks caused by the same illness or injury, the Member must apply for long term disability benefits at least 5 weeks prior to the expiry of their pre-long term disability sick leave. Qualification for long term disability will be based on satisfying the requirements of the long term disability plan.

(g) **Members may also qualify for the following protected leaves under the Nova**

Scotia Labour Standards Code, as may be amended from time to time, but which are not specifically named in this Article, including but not limited to:

i. End of Pregnancy Leave
ii. Reservist Leave
iii. Compassionate Care Leave
iv. Critically Ill Child Care Leave
v. Critically Ill Adult Care Leave
vi. Domestic Violence Leave
vii. Crime-Related Child Death or Disappearance Leave
viii. Emergency Leave
ix. Family Responsibility Leave
x. Serious Illness or Injury Leave
xi. Citizenship Ceremony Leave

19.2 **Bereavement/Compassionate Leave**

(a) When there is a death of a family member of a Member, the Member concerned shall be entitled to up to five (5) days of bereavement leave with full pay and benefits. Additional days absence, with full pay and benefits, may be arranged by the Member with the appropriate person where this is necessary for travel, religious requirements or similar good reasons. The Member shall notify the appropriate person when such leave, basic or extended, will be taken.

(b) It is recognized that certain emergencies, such as critical illness, may arise in a Member's personal or family life which may require the Member's absence from the University for a reasonable, limited period of time. Before departing, notice of such emergency shall be given to the appropriate person who may authorize such leave for an appropriate period.

(c) The phrase "family member" means the spouse (for the purpose of this Article, this will include a common law spouse or same sex partner, both defined as a person who, for at least a one continuous year period, lives with a Member in an intimate relationship publicly held out as "marriage-like"), children **(including ward of the Employee or step-child)**, parents **(or guardians)**, father- in-law, mother-in-law, brother, sister, **grandparent, grandchild, brother in law or sister in law** of the Member.

(d) **Indigenous Members will be entitled to up to three (3) days of bereavement leave with full pay and benefits where there is a death of an Elder close to them and/or the community, as well as any individual the Indigenous Member considers immediate family consistent with the cultural norms of their community.**

An additional leave may be granted for bereavement-related

Indigenous ceremonial gatherings or cultural activities in fulfillment of cultural/community obligations.

19.3 **Alternative Arrangements**

In cases of absence pursuant to clauses 19.1 and 19.2 above, unless the Member is incapacitated and unable to do so, the Member shall endeavour to consult with their Dean or the Dean of Library and Multicultural Learning in order to make suitable alternative arrangements to look after the Member's teaching or other job responsibilities.

19.4 **Special Leaves**

(a) Special leaves, which are leaves not otherwise covered by other provisions of this Agreement, without pay or benefits, may be granted by the Employer upon terms and conditions prescribed in writing by the Employer. A copy of such leave arrangements shall be contemporaneously provided to the Member and the President of the Association.

(b) A Member shall normally give six (6) months written notice in requesting a special leave. A special leave shall normally not exceed one (1) year in duration.

19.5 **Secondments**

A leave may be granted for a secondment to a Member, upon application by the Member, with or without pay or benefits, upon terms and conditions prescribed in writing by the Employer. **Secondments may be for a maximum of one year with a maximum of one-year renewal.** A copy of such leave arrangement shall be contemporaneously provided to the Member and the President of the Association.

19.6 **Political Service Leave**

(a) Members are free to run for election to any Canadian municipal, **First Nation,** regional school board, provincial, federal office, **or national Indigenous offices**.

(b) Members running for office shall be entitled to leave of absence with full pay and benefits during an election campaign as follows:

(i) for election to the Parliament of Canada or Legislature of Nova Scotia, **or elected national Indigenous organization,** thirty-one (31) consecutive calendar days in the period between the issuance of the writ and the election itself;

(ii) for election as Mayor of the Cape Breton Regional Municipality, **or chief of an Indigenous community,** any thirty one (31) consecutive calendar days

or forty two (42) consecutive calendar days for First Nation elections, in the period ending no later than the date of the election;

(iii) for election as councilor of the Cape Breton Regional Municipality, or as a member of a regional school board, **or elected council member of a First Nation,** any seven (7) consecutive calendar days in the period ending no later than the date of the election.

(c) It is agreed that a Member running for office shall give reasonable assistance to their Dean or the Dean of Library and Multicultural Learning in making arrangements satisfactory to the Employer to look after their teaching or other job responsibilities during the period of such leave.

(d) If elected to any of the said offices, except as a municipal councilor or member of a regional school board, the Member shall go on leave of absence without pay or benefits for the initial term of office. However, election or re-election to municipal council or to a regional school board shall have no employment consequences for a Member provided their responsibilities in such offices do not interfere with their employment responsibilities at the University. Should they be re-elected to another term of office, except as a municipal councilor or regional school board member, immediately following the initial term of office that will bring the total period of consecutive elective office beyond six (6) years, then their employment at the University shall automatically terminate after the sixth (6th) year of office. If following the end of the said second consecutive term of office, the Member ceases to hold elective office, they may apply for any appropriate vacancy at the University in **their** area of competence at which time they will be given due consideration for such vacancy, subject to all applicable provisions of the Collective Agreement between the Parties then in existence.

(e) During the period of any of the leaves specified in (b) or (d) above, unless prohibited by law or unless there is available to the Member a pension plan and/or benefit plans reasonably comparable to those of the University, the Member may continue to make payments to the University Pension Plan and benefit plans in which they were a member prior to commencing political leave (by making both their and the University's portions of such payments), if, and only to the extent, the said plans permit such participation.

(f) Nothing in this Article shall be construed as precluding the Member from making other mutually agreeable arrangements with the University during a period of political leave, such as, but not limited to, teaching or other employment on a part time basis.

(g) The terms and conditions of employment of a Member returning to employment at the University following any of the leaves provided for in (b) or (d) above shall be those in effect for them at the time they commenced such leave under this Article

or as may have been amended under the existing Collective Agreement.

19.7 **Court Leave**

Members shall be entitled to leave of absence with full pay and benefits if subpoenaed to attend as a witness or if serving as a juror in a legal proceeding.

19.8 **Pregnancy and Parental Leave**

Members shall be entitled to Pregnancy Leave and/or Parental Leave in accordance with the Nova Scotia Labour Standards Code R.S.N.S. 1989, c. 246, ss59-60, and as further amended unless increased leave or benefits are provided by this Collective Agreement or the existing University policy. Members entitled to Pregnancy Leave shall receive for a one week waiting period, if applicable, 100% of the Member's regular salary in accordance with their placement on the salary scale and for the next fifteen (15) week period shall receive the amount equal to the difference between the Employment Insurance benefits received by the Member and 95% of the Member's regular salary in accordance with their placement on the salary scale.

A Member proceeding on Pregnancy Leave and/or Parental Leave shall receive the grid step increment the Member normally would receive had the Member not been on Pregnancy Leave and/or Parental Leave.

19.8.1 Parental Leave with Supplementary Benefits

Members entitled to Parental Leave in accordance with CBU policy shall receive **the following:** for any **one** week waiting period, if applicable, 100% of the Member's regular salary in accordance with their placement on the salary scale at the time the leave commences.

For a maximum twelve (12) weeks of parental leave:

i. A Member in receipt of standard EI parental leave benefits (up to 35 weeks), an amount which combined with Employment Insurance benefit and any other earnings from employment, will equal 95% of the Member's regular salary with the University in accordance with their placement on the salary scale.

ii. For a Member in receipt of extended Employment Insurance parental leave benefits (up to 61 weeks), the same total amount of supplemental benefit is provided as would have been received if the Member had opted for standard EI parental leave benefits as provided in (i). The Member may elect to receive the same total amount of supplemental benefit over an eighteen (18) week period upon written request.

19.8.2 During the period in which the Member receives top-up, the Member shall maintain all insurance coverage and benefits which were in place at the start of the leave. During the period in which the Member receives top up, the Employer and Member will cost share

benefit premiums on the same basis as prior to commencement of the leaves.

19.8.3 If one (or more) leaves(s) is (are) taken during the Member's Probationary Appointment, the Member may elect to defer consideration of granting of tenure, renewal or permanent appointment by one year for each leave taken within that time period.

19.8.4 In the event that a decision is made to defer application for grant of tenure, renewal or permanent appointment, the Member shall inform their appropriate University administrator by the date the member would normally apply.

19.8.5 The period of a Pregnancy or Parental Leave shall count as time worked for the purpose of advancement through the steps of the salary grid, promotion, **seniority, teaching assignment** and credited service towards retirement.

19.9 Workload on Return from Leave

19.9.1 Upon return from an approved leave of three (3) months or more, a Member shall not be required to teach within the term in which they returned. In such a case, the Member shall be responsible to engage in other duties on a full-time basis, which may include: research, preparation of teaching materials for the upcoming term, and/or service activities for the remaining portion of the academic term.

19.9.2 Members returning from an approved leave of three (3) months or more, within the academic teaching term shall be permitted to utilize accrued vacation upon their return from leave, subject to the terms of this Agreement and operational requirements as applicable.

19.9.3 Members on an approved leave of three (3) months or more, are not required to complete reports with due dates that fall within the period of the approved leave. Such reports include, but are not limited to, Teaching Assignment and Faculty Professional Activities Report, Librarian Professional Activities Report, Nursing Practice Educator Professional Activities Report, and Laboratory Instructor's Professional Activities Report. These reports will be submitted within sixty (60) days of a Member's return to work.

ARTICLE 20

20 DISCIPLINE AND DISMISSAL

20.1 **General**

Discipline, up to and including dismissal, will be only for just and sufficient cause and shall be appropriate having regard to the seriousness of the reason(s) for such action. The Employer shall bear the onus of proving such cause in the event any such discipline is arbitrated. In the event the Employer disciplines a Member, the Member shall be notified

in writing of the disciplinary decision and the reasons therefore. Any action of the Employer intended to be disciplinary which is not confirmed in writing to the Member within a reasonable time after it was taken shall not form part of a Member's official file nor be introduced into evidence at arbitration by the Employer. All references in this article to "days" shall mean "working days".

20.2 **Forms of Discipline**

Subject to other forms of discipline identified in other provisions of this Agreement, disciplinary sanctions shall include an oral warning, a letter of reprimand, suspension with or without pay and benefits, and dismissal.

20.3 **Dismissal**

Dismissal means the termination of an appointment by the Employer, without the consent of the Member, before the end of the appointment period. Non-renewal of a probationary or limited term appointment or denial of tenure or full-time continuing status, does not constitute dismissal. Subject to Article 39, termination of a full-time continuing appointment and termination of a tenured appointment at any time other than normal retirement (see Article 36), early retirement or other similar arrangement, constitutes dismissal.

20.3.1 Meeting

The President shall initiate dismissal procedures by notifying the Member to meet with them in the presence of the Member's Dean/Dean of Library and Multicultural Learning/Director and an Association representative. The President and the Member may also each have a representative present at this meeting. This meeting shall take place within twenty (20) days of the Member being notified of the meeting. Such notification shall be in writing delivered personally or sent by verifiable mailing to the Member's last address they provided to the Employer. The Member shall be given at least seven (7) days notice of the time and place of this meeting. The notification shall state the reasons for the intended dismissal. An attempt shall be made at the meeting to resolve the matter in a manner satisfactory to all concerned.

20.3.2 Final Decisions

If no satisfactory solution is reached at the meeting provided for in Article 20.3.1 above, the President shall advise the Member in writing of the final decision and the reasons therefore. This notice shall be provided to the Member in the same manner as described in Article 20.3.1 within twenty (20) days of the meeting provided for in Article 20.3.1 above.

20.3.3 Dismissal of Term Employees

A limited term employee may be dismissed due to unsatisfactory performance provided that the employee is given notice or pay in lieu of notice as follows:

Employed for a Period of:	Notice or Pay in Lieu of:
4 months to one year	One month or balance of contract whichever is less
Over one year but less than 3 years	Two months or balance of contract whichever is less
Three years or longer	Three months or balance of contract whichever is less

The Union will be notified by the Employer of the intent to dismiss prior to notifying the employee. In the case of dismissal during a term, the processes and procedures as identified under Article 20.3.1 will not apply.

20.3.4 Contemporaneous Other Processes

If dismissal procedures are in progress at the same time as the Member is being considered for tenure or full-time continuing status, or renewal of a probationary appointment, the Employer or the Member may request that such matters be deferred until the dismissal process has been concluded. If the outcome of such dismissal procedures results either in a decision not to dismiss or a decision to reinstate the Member, such deferred matters shall be reactivated at the same stage and time frame as if the period of time necessary to conclude the dismissal procedures had not occurred.

20.4.1 Discipline Other Than Dismissal

Subject to Article 20.4.2 below, the Dean of Library and Multicultural Learning (for Members reporting to them), each School Dean (for Members reporting to them) and each Director (for Members reporting to them), and with respect to each of such positions anyone functioning in acting capacity (provided such person has been delegated authority to make substantive decisions), in consultation with the Vice-President, Academic and Provost and /or the Director of Human Resources, have authority for the discipline of a Member up to, but not including, dismissal. The Vice-President, Academic and Provost in consultation with the Director of Human Resources may also initiate disciplinary procedures of a Member up to, but not including, dismissal.

20.4.2 In a non-dismissal discipline case, the Member shall be notified of a meeting with them in the presence of the Vice-President, Academic and Provost and/or the Director of Human Resources, the Member's Dean/Dean of Library and Multicultural Learning / Director and an Association representative. In the case of disciplinary action initiated by the Vice-President, Academic and Provost, the Dean's attendance at the meeting will not

be required. The Member may request their Dean to be present at said meeting. This meeting shall take place within twenty (20) days of the Member being notified of the meeting. Such notification shall be in writing delivered personally or sent by verifiable mailing to the Member's last address they provided to the Employer. The Member shall be given at least seven (7) days notice of the time and place of this meeting. The notification shall state the reasons for the intended discipline. An attempt shall be made at the meeting to resolve the matter in a manner satisfactory to all concerned.

20.4.3 Final Decisions

If no satisfactory solution is reached at the meeting provided for in Article 20.4.2 above, the Vice-President, Academic and Provost, shall advise the Member in writing of the final decision and the reasons therefore. This notice shall be provided to the Member in the same manner as described in Article 20.4.2 within twenty (20) days of the meeting provided for in Article 20.4.2 above.

20.4.4 Meeting Dispensed With

(a) If the Member's whereabouts are unknown to the Employer and the Association, the meeting contemplated in Article 20.3.1 above shall be dispensed with and the President may immediately give notice of dismissal in the same manner as described in Article 20.3.1.

(b) In cases where there is reasonable cause to conclude that there is an immediate threat by the Member to an individual(s) at the University or to University property, or an immediate or serious threat to the functioning of the University, the Employer retains the right to immediately suspend a Member until the matter can be dealt with under Article 20, any such suspension to be with pay and benefits.

20.5 Member Grieves Discipline or Dismissal

20.5.1 Time to Grieve

If a Member wishes to grieve their discipline, the Member must, within, and not later than, twenty (20) days after receiving written notice of discipline, (or, in the case of the Member being notified as provided for in 20.4.4(a) above, within fourteen (14) days of the notification provided therein), give the Employer notice that the discipline is being grieved pursuant to and in accordance with the requirements of Article 41, beginning at Step 2 of the grievance procedure in cases of discipline other than dismissal and at Step 3 in the case of a dismissal. The time to grieve a dismissal is as set forth in Article 41.5(c) ten (10) days.

20.5.2 Pay and Benefits During Grievance and Arbitration

(a) Members, who have satisfied at least one of the following conditions:

(i) the Member holds permanent appointment or an appointment with tenure;
(ii) the Member holds a probationary appointment which has been renewed at least once;
(iii) at the time of the alleged offense, the Member has been employed by the University for a period of at least nine (9) months during which no disciplinary action has been taken against the Member which has not been withdrawn by the Employer or otherwise eliminated by grievance settlement or arbitration decision;

and who have been disciplined by suspension or dismissal and who grieve and/or arbitrate such action shall receive full pay and benefits (less any mitigating amounts received by the Member during the period they receive such pay and benefits from the Employer) while relieved of their duties or dismissed, until the earlier of the date of the settlement of such grievance or the date of the decision of the Arbitration Board referred to in clause 20.5.3, provided the Member, the Association where applicable, and the Employer fully comply with all time and other requirements of the grievance and arbitration procedures of this Agreement.

(b) where a Member, suspended without pay and benefits, grieves and receives pay and benefits pursuant to paragraph (a) above, and subsequently withdraws or settles their grievance, any portion of such suspension during which the Member, pursuant to such withdrawal or settlement, is not entitled to such pay or benefits, shall repay such amounts at such time and by such payments as they and the Employer may agree.

20.5.3 Expeditious Handling of Arbitration

All parties to the grievance shall cooperate fully to expedite processing of cases of denial of tenure, suspension or dismissal. In all such cases, all Arbitration Board members must agree to hear the case and render their decision no later than three (3) months after the Board is fully constituted.

ARTICLE 21

21 CONFLICT OF INTEREST

21.1 No employee of the University shall participate in any procedure leading to a decision affecting terms or conditions of employment pursuant to any of the provisions of this Agreement affecting their own position or that of an individual with whom that employee has or has previously had a marital, familial, sexual, significant financial or similar relationship. Employees having such conflict(s) of interest shall notify, in writing, their School Dean or the Dean of Library and Multicultural Learning, the Chair(s) of the relevant Committee, or the Director of Human Resources of such conflict of interest.

21.2 The School Dean, Dean of Library and Multicultural Learning, the relevant Chair of the Committee, or the Director of Human Resources shall immediately forward advice of the conflict to the Vice-President, Academic and Provost. The Vice-President, Academic and Provost will discuss the matter with the employee concerned. If the Vice-President, Academic and Provost decides that there is even an appearance of a conflict of interest, it is agreed that the employee will withdraw from any further participation in the aforesaid procedures. The Vice-President, Academic and Provost's decision is final.

ARTICLE 22

22 MANAGEMENT RIGHTS

22.1 The Employer has the right and responsibility to manage and operate the University in all respects except as specifically abridged or modified by this Agreement and subject to the right of any Member to lodge a grievance in the manner and to the extent provided in Article 41 (Grievance and Arbitration).

22.2 The Employer shall exercise its management rights in a manner that is consistent with the provisions of this Agreement. Failure to do so shall be, in itself, grounds for a grievance as defined under Article 41 (Grievance and Arbitration).

ARTICLE 23

23 BARGAINING UNIT

23.1 The "Bargaining Unit" shall consist of Faculty, Librarians, Laboratory Instructors, Nursing Practice Educators (NPE), Writing Centre Coordinator (WCC), Research Chairs, and Writing Centre Writing Advisors, provided the appointment is for greater than four (4) months. The fact that any person occupying any of the above positions is enrolled in a course(s) at the University or elsewhere shall not in any way affect their Bargaining Unit status.

23.1.1 Faculty: "Faculty" are persons whose primary employment responsibilities at the University are as full-time or regular part-time faculty members in the ranks of Lecturer, Assistant Professor, Associate Professor and Full Professor holding tenured, probationary tenure-track or limited term appointments of greater than four (4) months duration.

For greater certainty, regular part-time faculty members are persons, not engaged as ICAs (as noted below in Article 23.3) or on a limited term appointment, but who are employed on an ongoing basis, and whose primary employment responsibilities at the University are similar to those of full-time faculty members although, from time-to-time, their employment responsibilities may not include performing all of the responsibilities specified in clause 18.1 (General Employment Responsibilities Article) but their workload is less than that of full-time faculty members as specified in Article 27 (Faculty

Teaching Workload).

Limited term faculty appointments engaged to teach twelve (12) credits in the regular academic year will be paid the stipend for a six-credit course, multiplied by two (2), plus 12%. The Employer shall provide such part-time limited term appointees with access to University email, voice mail as well as shared office space for the period of their term.

23.1.2 Librarians: "Librarians" are persons, employed on a full-time or regular part-time basis, whose primary job responsibility is to carry out the responsibilities of librarians in connection with the operation of the University Library and/or Beaton Institute.

23.1.3 Laboratory Instructors: "Laboratory Instructors" (including Senior Lab Instructors) are persons, employed on a full-time or regular part-time basis, whose primary job responsibility is to instruct laboratories and perform related functions in connection with courses in degree, certificate, or diploma programs of the University but shall not include persons performing similar functions in another bargaining unit at the University.

23.1.4 Nursing Practice Educators (NPE): "Nursing Practice Educators" are Registered Nurses employed in the Nursing Department on a full-time, part-time or limited term basis in excess of four (4) months whose primary job responsibilities are outlined in Article 26.

23.1.5 (a) Writing Centre Coordinator (WCC): "Writing Centre Coordinator" is a person employed in the Student Service Centre to coordinate the activities of the Writing Centre and to teach writing skills to students. The current duties and responsibilities for the position are outlined in the June 2009 job description. Changes to the job description during the term of the Collective Agreement will require the consent of the Employer, the Association and the WCC. Such changes shall not be unreasonably requested, nor shall they be unreasonably refused.

Salary scale for the WCC position shall be equivalent to that of Assistant Professor. The terms and conditions of employment of WCC shall be as contained in their current contract in effect on the date of signing of this Agreement, provided, however, that all provisions of this Agreement shall also apply to them.

(b) Writing Advisor – Writing Centre: "Writing Advisor – Writing Centre" is a person employed in the Student Service Centre to provide writing instruction and assist with program review and development, the promotion and daily operation of the Writing Centre, Tutor training and coordination of writing "labs". The current duties and responsibilities for the position are outlined in the May 2012 job description. Changes to the job description during the term of the Collective Agreement will require the consent of the Employer, the Association and the Writing Advisor. Such changes shall not be unreasonably requested, nor shall they be unreasonably refused.

Salary scale for the term position "Writing Advisor – Writing Centre" shall be equivalent to that of Lecturer. The terms and conditions of employment shall be

contained in the current contract, and the provisions of the Collective Agreement shall also apply.

23.1.6 Research Chairs: "Research Chairs" whether externally or internally funded, are persons whose primary responsibilities at the University are to conduct research.

Research Chairs with faculty appointments coming to CBU from another institution shall apply to the PP&T for rank and tenure upon appointment. Research Chairs, with faculty appointments, will engage in reasonable amounts of teaching and service as (a) permitted by the funder(s) of the chair and (b) consistent with the Collective Agreement.

Research Chairs without faculty appointments (non-teaching) are members of the Association hired on limited term appointments. Limited term appointments of non-teaching research chairs may be made for a period of up to three (3) years if such an appointment is approved by the relevant School Dean in consultation with the relevant Department Chair(s) who shall present the proposed appointment for vetting by the Department. Non-teaching research chairs may be appointed for one additional term of up to three (3) years duration if such an additional appointment is approved by the relevant School Dean in consultation with the relevant Department Chair(s) who shall present the proposed appointment for vetting by the Department.

Where Research Chairs are funded by external agencies and the Chair sponsor allows for salary levels that exceed the salary scales of CBUFA members at rank, the position of Chair may include a stipend in addition to the basic faculty salary as noted in Schedule A. The Association will be advised on a confidential basis of the terms of the agreement and the stipend will be discontinued when the incumbent leaves the Chair position.

23.2 The following shall be excluded from the Bargaining Unit:

i) persons employed by another University but teaching courses at the University for which credit will be given by that other University;

ii) part-time individual course limited term appointments as defined in clause 23.3 below;

iii) persons whose primary responsibilities at the University are managerial/administrative;

iv) any employee who is a member of another bargaining unit at the University;

v) any other employee of the University whose primary work responsibilities do not include teaching or academic research or nursing practice; and

vi) subject to clause 23.1 above, students, including those who perform certain limited functions similar to those performed by Members of the Bargaining Unit.

23.3 "Part-time Individual Course Limited Term Appointments" or "ICAs" are persons who are engaged only to teach an individual credit course(s) and whose total teaching load of credit courses in any contiguous Fall and Winter (or the reverse) terms is not greater than 9 credits.

ARTICLE 24

24 LIBRARIAN APPOINTMENTS

24.1 General

24.1.1 Librarian appointments shall be to one of the following ranks (see Article 34):

(a) Librarian I;
(b) Librarian II; or
(c) Librarian III;
(d) Librarian IV

24.1.2 Librarian appointments shall be either full-time or part-time and shall be either of probationary, limited term, or permanent status.

24.1.3 Librarians shall be appointed in accordance with the procedures in this Article.

24.1.4 When it is determined that a Librarian be appointed, the Dean of Library and Multicultural Learning, after meaningful consultation with the Librarians in the bargaining unit, shall determine **and communicate** the type and nature of the appointment to be made.

24.2 Types of Appointment

24.2.1 (a) Probationary Appointment

(i) Ordinarily, a new Librarian shall be appointed to a probationary appointment.

(ii) The probationary appointment will be 24 months commencing with the first day of actual employment, provided that this period may be extended for up to an additional six (6) months if agreed to between the Dean of Library and Multicultural Learning, the affected employee and the Association. Approximately 12 months following the date of appointment, the Committee referred to in Article 34 (Probationary Review, Permanent Appointment and Promotion of Librarians) will conduct a review of the Librarian Member's progress. One (1) to two (2) months prior to the end of the probationary period, an application for permanency, if made, will be considered pursuant to Article 34.3.

(iii) In exceptional circumstances, the Dean of Library and Multicultural Learning may appoint a new Librarian to a permanent appointment but only after the applicant's materials are provided to the Librarians' Review Committee (see clauses 24.1.4, 24.2.3 and appropriate provisions of clauses 34.5 through 34.10) and it makes a recommendation to the Dean of Library and Multicultural Learning on the appropriateness of making such an appointment.

(b) Limited Term - A limited term appointment is one for a specified duration and carries no implication of renewal of appointment beyond the specified term nor that the appointee is on probation for a permanent appointment. Such appointments shall be for the purposes of replacing Librarians on leave for a significant period of time ("replacement appointments"), to provide staffing flexibility, or where the Employer determines that a probationary or a permanent Librarian appointment is not appropriate. The number of persons holding such appointments, other than replacement appointments, shall at no time exceed three (3) without the written consent of the Association, which consent will not be unreasonably withheld. A Librarian may hold limited term appointments, or a full-time Librarian position may be filled by limited term appointment(s), for a maximum of three (3) consecutive years. If at the beginning of the fourth Academic Year in which either situation exists, the Employer decides that there is a need to make an appointment of a probationary or permanent nature, it shall be filled in accordance with the appointment procedures below.

(c) Permanent - A permanent appointment means a full-time continuing appointment. A Librarian may receive a permanent appointment on hiring as provided for in clause 24.2.1(a)(iii), or upon successful completion of their probationary period.

(d) Part-Time - A part-time appointment means a Librarian appointed to a position whose normal hours of work are less than those of a full-time Librarian as specified in clause 28.7, but no more than twenty (20) hours in a work week.

24.2.2 Appointment Procedures

(a) The Dean of Library and Multicultural Learning, in consultation with the **Library Search Committee (LSC)** and Human Resources, shall prepare the advertisement which shall be advertised in electronic format through professional library associations nationally, regionally, and locally. **Every reasonable effort will be made to ensure that the advertisement is also available to Indigenous audiences through appropriate professional, political, and/or community-based media and networks.** The posting will remain open for three (3) weeks.

(b) The Librarians Search Committee shall consist of:

(i) **One (1) employee of the University selected by the Dean of Library and**

Multicultural Learning, who need not be a Librarian but who shall have experience and knowledge relevant to the appointment;

(ii) three (3) University Library full-time employees (two of whom shall be Librarians in the bargaining unit) selected by the Dean of Library and Multicultural Learning after consultation with the Librarians in the bargaining unit, or by the Librarian Members if this function is delegated by the Dean of Library and Multicultural Learning;

(iii) two (2) additional employees of the University selected by the Dean of Library and Multicultural Learning, after consultation with the Library employee representatives on the Committee. **Both** Committee members selected should be representative of either the School(s) concerned or an individual whose work will be informed by the Librarian to be hired, and one of these members should be a Member of the bargaining unit.

(iv) a student selected by the Students' Union.

Members of the Committee will be required to make a genuine commitment to the business of the Committee. The LSC shall elect the Committee Chair who will not vote except to break a tie.

The LSC shall select a secretary who shall record minutes of its meetings, and keep a file of all documents supplied to the Committee. The secretary will also record the recommendation of the Committee and the rationale for it.

(c) The Committee shall examine all applications and supporting documents submitted to Human Resources (treating same as confidential material), and together they shall develop a short list of applicants to be interviewed.

(d) The Chair, in collaboration with Human Resources shall arrange for the applicants' interviews. **The Dean of Library and Multicultural Learning will be able to arrange in-person or virtual meeting(s) with candidates during the interview process.**

(e) The Committee shall make a recommendation, with supporting rationale, in writing, that a specific applicant(s) is suitable for the appointment and if in its view, more than one applicant is recommended, shall list them in order ofpriority. The Committee may recommend that none of the short-listed applicants be appointed. If the Committee recommends the appointment of an applicant(s), the Committee may also suggest rank, salary scale level, and any special conditions for the appointment.

(f) The Dean of Library and Multicultural Learning will consider the recommendations of the Search Committee. If the Dean does not intend to

recommend the appointment of a person recommended by the Committee, the Committee will be so informed, in writing, of the intended decision and the reasons for it **and will be given a reasonable opportunity for further input before the final recommendation is made by the Dean of Library and Multicultural Learning**.

(g) **The Dean of Library and Multicultural Learning, in consultation with Human Resources, shall suggest the recommended candidate's rank, salary, type of appointment and any other special terms or conditions which are to be offered, provided that such special terms or conditions do not conflict with the terms of this Collective Agreement. The Dean of Library and Multicultural Learning will make their recommendation to the Vice-President, Academic and Provost who will make the decision on the appointment.**

24.2.3 Human Resources after consultation with the Dean of Library and Multicultural Learning, shall provide each new Librarian, (with copies to the Dean of Library and Multicultural Learning, the Association President, and the new Librarian's official file) with a letter of appointment which shall include the following:

(a) effective date of the appointment;
(b) the type of appointment (see clause 24.2.1);
(c) if a probationary appointment, the end date thereof;
(d) if a limited term appointment, its beginning and end dates;
(e) the rank and salary scale level;
(f) any special conditions including years (or part years) credit for those items of this Agreement for which years of service are relevant, any criteria to obtain permanent appointment and/or promotion, should those differ from the standard requirements contained in this Agreement; and
(g) a statement that the appointment is subject to the terms and conditions of this Agreement.

ARTICLE 25

25 LABORATORY INSTRUCTOR APPOINTMENTS

25.1 General

25.1.1 There shall be four types of appointment for Lab Instructors:

(a) Probationary
(b) Permanent
(c) Limited Term
(d) Part-time

25.1.2 All Lab Instructors may be required to:

(a) Provide laboratory instruction and related duties.

(b) Ensure that correct and safe laboratory procedures are followed by students in the Laboratory, pursuant to the *Occupational Health and Safety Act,* including the proper use of safety glasses, lab coats, and any other appropriate personal protective equipment, when required.

(c) Prepare reagents and/or lab specimens and set up laboratory equipment to perform experiments, i.e. prepare laboratories for instruction;

(d) Assist in the preparation/modification of the laboratory manual, as required, in collaboration with faculty responsible for the course;

(e) Perform routine maintenance of laboratory and related equipment, supplies and specimens as required in order that varied experiments can be performed;

(f) Complete an annual inventory of laboratory equipment identifying equipment in need of repair or replacement;

(g) Requisition necessary equipment and supplies;

(h) Prepare and lead the classes in problem solving session (in lieu of laboratories when necessary);

(i) Mark lab assignments;

(j) Maintain a record of students' lab marks and take attendance in the labs when required;

(k) Maintain order and neatness of the laboratory and lockers including cleaning and stocking of lockers at the end of each term;

(l) Participate in safety inspections of laboratories.

(m) Assist the Department during academic advising and specifically with the scheduling of lab sections; and

(n) Perform duties related to or associated with the foregoing duties.

25.1.2.1 The Senior Laboratory Instructor may be required to:

(a) Perform all of the above duties of the Laboratory Instructor position;

(b) Develop new laboratory experiments and procedures;

(c) Assist in the development of lab manuals and handouts;

(d) Supervise laboratory assistants (paid or volunteer); may be involved in selection and hiring of laboratory assistants;

(e) Supervise laboratory markers;

(f) Supervise field trips;

(g) Assist in development of laboratory programs

(h) Provide orientation of probationary Lab Instructors with laboratory programs.

(i) Perform duties related to or associated with the foregoing duties.

25.1.3 A Lab Instructor shall, as a minimum requirement, possess the relevant Bachelor's Degree but a Master's Degree is preferred. Other degrees, certificates or diplomas or relevant work experience may be recognized as equivalent to the Master's Degree.

25.1.3.1 Where completion of a degree (or other educational qualification) is made a condition of employment, the requirement shall be included in the letter of appointment. A Laboratory Instructor shall not be considered for permanence if the condition(s) is/are not met. In such cases, extension of the probationary period may be considered under Article 25.4.4.

25.2 Types of Appointments

25.2.1 Probationary

The probationary period shall be two (2) years.

25.2.2 Permanent

A permanent appointment means a full-time continuing appointment. Ordinarily, a new Lab Instructor shall be appointed to a probationary appointment. In exceptional circumstances, the appropriate Dean may appoint a new Lab Instructor to a permanent appointment but only after the applicant's materials are provided to the selection committee referred to in clause 25.4.2 and it makes a recommendation to the Dean on the appropriateness of making such an appointment.

25.2.3 Limited Term

A limited term appointment is one for a specified duration and carries no implication of renewal of appointment beyond the specified term or that the appointee is on probation

for a permanent appointment.

Such appointments shall be for the purposes of replacing a Lab Instructor(s)/Senior Lab Instructor on leave for a significant period of time ("replacement appointments"), to provide staffing flexibility, or where the Employer determines that a probationary or a permanent Lab Instructor appointment is not appropriate, such as, for budgetary reasons. The number of persons holding such appointments, other than replacement appointments, shall at no time exceed three (3) without the written consent of the Association.

25.2.4 Part-time Appointments

A part-time appointment means a Lab Instructor appointed to a position whose normal hours of work are less than seventy-five percent (75%) of those of a full-time Lab Instructor pursuant to Article 29.

25.3 Advertising

25.3.1 Advertising of available positions shall be done in a manner designed to maximize successful recruiting, taking into account the type of appointment, time and other constraints, and exceptional circumstances. **Every reasonable effort will be made to ensure that the advertisement is also available to Indigenous audiences through appropriate professional, political, and/or community-based media and networks.**

25.3.2 All vacancies within the bargaining unit shall be posted internally.

25.3.3 All vacancies shall be advertised locally in the print media. Other forms of advertising for such positions are not precluded.

25.3.4 The advertisement shall state the School, the Department, the general and the more specific relevant qualifications, skills, abilities, and responsibilities of the position, and that the applications and supporting documents be directed to the Office of the Director of Human Resources. The proposed final copy of the advertisement shall be available in the Human Resources Department for members of the Department to review before it is submitted for publication.

25.4 Appointment Procedures, Probationary Review, Permanence, and Senior Lab Instructor Promotion

25.4.1 Search Committee

There shall be a **Search** Committee made up of the following:

(a) the relevant Dean or designate (all references in this clause 25.4.1 to the "Dean" shall include their designate);
(b) a Senior Lab Instructor;
(c) a Lab Instructor from the Department concerned (or if there is no such Lab

Instructor, a Lab Instructor from a cognate Department), selected by the relevant Dean, in consultation with the Chair of the Department;

(d) **two (2)** additional employees of the University, selected by the relevant Dean, one of whom shall be a faculty Member in the relevant Department, and one of whom shall be a person having expertise relevant to the vacancy being filled; and

(e) a student selected by the Students' Union.

The Chair of the Committee shall be selected by its members. Members of the Committee will be required to make a genuine commitment to attend faithfully to the timely discharge of their duties.

25.4.2 Selection Procedure

(a) The Committee and the relevant Dean shall examine all applications and supporting documents submitted to the Office of the Director of Human Resources (treating same as confidential material), and together they shall develop a short list of applicants to be interviewed.

(b) The Committee Chair, in collaboration with the Office of the Director of Human Resources shall arrange for the applicants' interviews.

(c) The Committee shall make a recommendation, with supporting rationale, in writing. The recommendation may be that:

(i) there is only one suitable candidate
(ii) there is one preferred candidate and other suitable candidates ranked in order of preference; or
(iii) there is no suitable candidate.

If the Committee recommends the appointment of an applicant(s), the Committee may also suggest rank, salary scale level, and any special conditions for the appointment.

(d) If the Dean disagrees with the Committee's recommendation and proposes to hire another applicant, they shall meet with the Committee to discuss the matter. If following that meeting, the Dean still disagrees with the Committee's recommendation, they shall decide which applicant is to be hired and inform the Committee of their decision together with a written rationale for it.

(e) Dean to inform the successful candidate and Human Resources or designate that is not a member of CBUFA to send a letter of appointment.

25.4.3 Probationary Review

After completing two (2) terms of teaching, in either April or December, depending on

the date of hire for the Lab Instructor, the bargaining unit members of the Department will conduct a review of the Lab Instructor's progress taking into account the factors referred to in paragraphs (a), (b) and (c) of clause 25.4.4 and will make a recommendation in writing to the appropriate Dean using the overall ratings noted below.

If the Dean disagrees with the Department's recommendation, they shall meet with the Department to discuss the matter. If following that meeting, the Dean and Department still disagree, the Dean shall decide the matter and inform the Department of their decision together with a written rationale for it.

The Dean will advise the Lab Instructor in writing of the decision no later than two weeks following the review.

The Lab Instructor's overall performance will be given a single overall rating as follows:

a) Satisfactory – Individual performs all tasks in an acceptable manner. Requires little or normal supervision.
b) Fair – Individual performs most tasks satisfactorily but not all and/or requires more than normal supervision.
c) Unsatisfactory – Individual fails to perform many tasks. Requires close and frequent supervision.

A single overall evaluation for a probationary candidate which is reported as "unsatisfactory" shall be considered as grounds for ending the probationary contract.

A single overall evaluation for a probationary candidate which is reported as "Fair" shall require the lab instructor to be informed, in writing, of those areas needing remediation.

25.4.4 Permanent Appointment

Two (2) months prior to the end of the probationary period (in either April or November depending on the end date of the probationary period), the bargaining unit Members in the relevant Department shall consider whether the Lab Instructor should be given a permanent appointment and shall make a recommendation to the relevant Dean using the rating as noted in Article 25.4.3 and based on the following:

(a) job performance, with an emphasis on demonstration of judgment, initiative and the ability to communicate and interact effectively as supported by course evaluations;
(b) competent fulfillment of the duties and responsibilities of the Lab Instructor's position (see 25.1.2 and 25.1.2.1 above);
(c) service to the University and the community;

The Department shall recommend to the Dean, that the Lab Instructor should:

(i) be given a permanent appointment at the conclusion of the probationary period. A permanent appointment will be made if the Lab Instructor has had an evaluation of satisfactory in both assessments or

(ii) have their appointment conclude at the end of the probationary period. The appointment will conclude if there has been an assessment of unsatisfactory or if there has been an evaluation of fair in both the first and second assessments or

(iii) be given a one-and-only-one further one year probationary appointment commencing immediately following the end of their probationary period. A one-year extension will be made if the Lab Instructor has had an evaluation of satisfactory and fair during the probationary period or

(iv) be given a one-and-only-one further one year probationary appointment commencing immediately following the end of their probationary period. A one-year extension will be made to allow for completion of an educational requirement included as a condition of appointment.

If the Dean agrees with the Department's recommendation, they shall inform the Lab Instructor in writing, with copies to the Vice-President, Academic and Provost, the Association President, and the Lab Instructor's official file.

If the Dean disagrees with the Department's recommendation, they shall meet with the Department to discuss the matter. If following that meeting, the Dean and Department still disagree, the Dean shall decide the matter and inform the Department of their decision together with a written rationale for it. The Dean shall inform the Lab Instructor in writing, with copies to the Vice-President, Academic and Provost, the Association President, and the Lab Instructor's official file.

The Lab Instructor shall be advised of the outcome of the review by the end of May if the review was conducted in April and by the end of December if the review was conducted in November.

25.4.5 Senior Lab Instructor

A Lab Instructor may apply to be promoted to be a Senior Lab Instructor any time after completing their first year of permanent appointment, provided that they, on a significant and regular basis, performs, in addition to their regular duties as described in clause 25.1.2, most of the duties described in clause 25.1.2.1 and has satisfactorily performed all of such duties in accordance with paragraphs (a) and (b) of clause 25.4.4. Application shall be made to the Department Chair with a copy to the relevant Dean. The bargaining unit Members in the relevant Department shall consider such application and make a recommendation thereon to the relevant Dean who shall decide whether to grant such application.

25.4.6 All decisions on permanent appointment, and promotion, under this clause 25.4 shall be subject to the provisions of Article 41 (G&A) beginning at Step II. The powers of the Arbitration Board in such cases shall be the same as described in Clause 41.11.

25.5 Letters of Appointment

25.5.1 The Director of Human Resources, after consultation with the relevant Dean, shall provide each new Lab Instructor (with copies to the relevant Dean, the Association President, and the new Lab Instructor's official file) with a letter of appointment which shall include the following:

(a) The type of appointment;

(b) The Department(s) to which the appointment is made;

(c) The individual's classification;

(d) The individual's salary and grid step pursuant to Article 43;

(e) The date on which the appointment commences and if appropriate terminates;

(f) The dates for probationary assessments and/or consideration for permanence.

(g) A statement that the appointment is subject to the terms of this Agreement.

(h) In those instances where a Lab Instructor's or Teaching Assistant's duties and responsibilities are substantially different from those described in clause 25.1.2, a statement of the principal duties and responsibilities required of the employee, provided it is recognized that such statement is not intended to be a precise or exclusive description of all duties or responsibilities that the employee may be required to discharge.

25.5.2 A copy of the Agreement shall be included with the Letter of Appointment, and if the offer is acceptable to the individual, they shall sign and provide copies of the Letter to the Director of Human Resources and the Office of the Association.

ARTICLE 26

26 NURSING PRACTICE EDUCATOR APPOINTMENTS

26.1 General

26.1.1 Nursing Practice Educators may be appointed to positions that are:
a) Probationary;
b) Permanent full-time or permanent part-time;
c) Limited term.

26.1.2 Any reference to the "Dean" may include their designate.

26.2 Types of Appointments

26.2.1 Probationary

The probationary period shall be two (2) years.

26.2.2 Permanent

A permanent appointment means a full-time continuing appointment. Ordinarily, a new Nursing Practice Educator shall be appointed to a probationary appointment. In exceptional circumstances, the appropriate Dean may appoint a new Nursing Practice Educator to a permanent appointment but only after the applicant's materials are provided to the **Search** Committee referred to in clause 26.4.1 and it makes a recommendation to the Dean on the appropriateness of making such an appointment.

26.2.3 Limited Term

A limited term appointment is one for a specified duration of up to 12 months and carries no implication of renewal of appointment beyond the specified term.

The number of persons holding such appointments shall not exceed three (3) without the written consent of the Association.

Such appointments shall be for the purposes of replacing a Nursing Practice Educator on leave for a significant period of time ("replacement appointments"), to provide staffing flexibility, or where the Employer determines that a probationary or a permanent Nursing Practice Educator appointment is not appropriate, such as, for budgetary reasons.

Where it is known that the term appointment is needed for a period in excess of twelve (12) months, the Employer will request permission from the Union to advertise the position for a period in excess of twelve (12) months as noted above. Permission will not be unreasonably withheld.

Normally, a specific vacancy may be filled by limited term appointments of no more than four (4) consecutive years, after which time the Employer will either:

(a) not fill the vacancy further;

(b) fill the vacancy as a probationary appointment pursuant to the procedures in Article 26; or

(c) make one and only one further limited term appointment with the written approval of the Association President, which approval will not be unreasonably withheld.

If the Nursing Practice Educator is awarded a Probationary or Permanent position while

they are in a Limited Term position or within three (3) months of completing a Limited Term position and receives a satisfactory evaluation (as per Article 26.4.4), time spent in the Limited Term position shall count towards time as a Probationary employee.

26.2.4 Part-time Appointments

A part-time appointment means a Nursing Practice Educator appointed to a position whose **standard workload is** less than two-thirds (66%) of those of a full-time Nursing Practice Educator pursuant to Article **30.2**.

26.3 **Advertising**

26.3.1 Advertising of available positions shall be done in a manner designed to maximize successful recruiting, taking into account the type of appointment, time and other constraints, and exceptional circumstances. **Every reasonable effort will be made to ensure that the advertisement is also available to Indigenous audiences through appropriate professional, political, and/or community-based media and networks.**

26.3.2 All vacancies within the bargaining unit shall be posted internally.

26.3.3 All vacancies shall be advertised locally in the print media. Other forms of advertising for such positions are not precluded.

26.3.4 The advertisement shall state the School, the Department, the general and the more specific relevant qualifications, skills, abilities, and responsibilities of the position, and that the applications and supporting documents be directed to the Office of the Director of Human Resources. The proposed final copy of the advertisement shall be available in the Human Resources Department for Members of the Department to review before it is submitted for publication.

26.4 **Appointment Procedures**

26.4.1 Search Committee

There shall be a **Search** Committee made up of the following:

(a) the Dean;

(b) two (2) Nursing Practice Educators selected by the Department;

(c) two **(2)** additional employees of the University, selected by the relevant Dean, one of whom shall be a faculty Member in the Nursing Department, and one of whom shall be a person having knowledge relevant to the vacancy being filled;

(d) a student selected by the Students' Union.

The Committee shall elect a chair who will have no vote, except in the event of a tie.

Members of the Committee will be required to make a genuine commitment to attend faithfully to the timely discharge of their duties.

Where Members serve on the selection committee, Article 21 will apply.

26.4.2 Selection Procedure

(a) The Committee and the Dean shall examine all applications and supporting documents submitted to the Office of the Director of Human Resources (treating same as confidential material), and together they shall develop a short list of applicants to be interviewed.

(b) The Committee Chair, in collaboration with the Office of the Director of Human Resources shall arrange for the applicants' interviews.

(c) The Committee shall make a recommendation, with supporting rationale, in writing, that a specific applicant(s) is (are) suitable for the appointment and if in its view, more than one applicant is recommended, shall list them in order of priority. The Committee may recommend that none of the short-listed applicants be appointed. If the Committee recommends the appointment of an applicant(s), the Committee may also suggest salary scale level, and any special conditions for the appointment.

(d) If the Dean disagrees with the Committee's recommendation and proposes to hire another applicant, they shall meet with the Committee to discuss the matter. If following that meeting, the Dean still disagrees with the Committee's recommendation, they shall decide which applicant is to be hired and inform the Committee of their decision together with a written rationale for it.

(e) Dean to inform the successful candidate and Human Resources or designate that is not a member of CBUFA to send a letter of appointment.

26.4.3 Letters of Appointment

The Director of Human Resources, after consultation with the relevant Dean, shall provide each new Nursing Practice Educator (with copies to the relevant Dean, the Association President, and the new Nursing Practice Educator's official file) with a letter of appointment, which shall include the following:

(a) The type of appointment;

(b) The Department(s) to which the appointment is made;

(c) The individual's classification;

(d) The individual's salary and rank grid step;

(e) The date on which the appointment commences and if appropriate terminates;

(f) A statement that the appointment is subject to the terms of this Agreement.

(g) All other terms and conditions of the appointment which have been agreed upon by the Member and the University (e.g. a requirement for completion of an educational requirement).

(h) In those instances where a Nursing Practice Educator's duties and responsibilities are substantially different from those described in Article 30, a statement of the principal duties and responsibilities required of the employee, provided it is recognized that such statement is not intended to be a precise or exclusive description of all duties or responsibilities that the employee may be required to discharge.

(i) Where completion of a degree (or other educational qualification) is made a condition of employment, the requirement shall be included in the letter of appointment. A Nursing Practice Educator shall not be considered for permanence if the condition(s) is/are not met. In such cases, extension of the probationary period may be considered under Article 26.4.5.

(j) The dates for the probationary review and/or consideration for permanence.

A copy of the Agreement shall be included with the Letter of Appointment, and if the offer is acceptable to the individual, they shall sign and provide copies of the Letter to the Director of Human Resources.

26.4.4 Probation and Permanence (P&P)

To obtain a Probation and Permanence appointment, the candidate shall submit to the Dean and copied to the Department Chair a file containing a current curriculum vitae, course evaluations, a listing of both internal and external service, evidence of activities that support maintenance of nursing practice competence, and any other material that the candidate believes is relevant, three months prior to the end of the probationary period.

After completing two (2) terms of teaching, in either April or December, depending on the date of hire for the Nursing Practice Educator, the P&P Committee of the Department will conduct a review of the Nursing Practice Educator's progress taking into account the factors referred to in paragraphs (a), (b) and (c) of clause 26.4.5 and will make a recommendation in writing to the appropriate Dean using the overall ratings noted below.

There shall be a P&P Committee made up of the following:

(a) Department Chair, who shall chair the Committee, but have no vote except to break a tie.
(b) Three (3) Nursing Practice Educators selected by the Department.
(c) Two (2) Nursing Faculty selected by the Department.

Committee members will not be permitted to abstain from voting.

If the Dean disagrees with the Committee's recommendation, the Dean shall meet with the Committee to discuss the matter. If following that meeting, the Dean and Committee still disagree, the Dean shall decide the matter and inform the Committee of their decision together with a written rationale for it.

The Dean will advise the Nursing Practice Educator, in writing of the decision no later than two weeks following the review.

The Nursing Practice Educator's overall performance will be given a single overall rating as follows:

(d) Satisfactory – Individual performs all tasks in an acceptable manner.
(e) Fair – Individual performs most tasks satisfactorily but not all.
(f) Unsatisfactory – Individual fails to perform many tasks.

A single overall evaluation for a probationary candidate, which is reported as "unsatisfactory", shall be considered as grounds for ending the probationary contract.

A single overall evaluation for a probationary candidate which is reported as "Fair" shall require the Nursing Practice Educator to be informed, in writing, of those areas needing remediation.

Tasks shall include nursing practice and classroom teaching, maintaining nursing practice competence, and service to the University. Nursing Practice Educator's service to their community and profession may be considered along with certification, student evaluations and contribution to nursing practice or theoretical content.

A probationary Nursing Practice Educator will continue to have an annual review as noted above for the duration of the probationary appointment.

26.4.5 Permanent Appointment

To obtain a permanent appointment, the candidate shall submit to the Dean and copied to the Department Chair a file containing a current curriculum vitae, course evaluations, a listing of both internal and external service, evidence of activities that support

maintenance of nursing practice competence and any other material that the candidate believes is relevant, three months prior to the end of the probationary period.

Two (2) months prior to the end of the probationary period (in either April or November depending on the end date of the probationary period), the P&P Committee (described in Article 26.4.4 shall consider whether the Nursing Practice Educator should be given a permanent appointment and shall make a recommendation to the relevant Dean using the rating as noted in Article 26.4.4 and based on the following:

(a) job performance, with an emphasis on demonstration of judgment, initiative and the ability to communicate and interact effectively;

(b) competent fulfillment of the duties and responsibilities of the Nursing Practice Educator's position (see Article 30);

(c) service to the University and the community.

Upon receiving the recommendation of the Committee, the Dean, if they agree with that recommendation, shall determine whether the Nursing Practice Educator should:

(i) be given a permanent appointment at the conclusion of the probationary period. A permanent appointment will be made if the Nursing Practice Educator has had an evaluation of satisfactory in both assessments.

(ii) have their appointment conclude at the end of the probationary period. The appointment will conclude if there has been an assessment of unsatisfactory or if there has been an evaluation of fair in both the first and second assessments.

(iii) be given a one-and-only-one further one-year probationary appointment commencing immediately following the end of their probationary period. A one-year extension will be made if the Nursing Practice Educator has had an evaluation of satisfactory and fair during the probationary period.

(iv) be given a one-and-only-one further one-year probationary appointment commencing immediately following the end of their probationary period. A one-year extension will be made to allow for completion of an educational requirement included as a condition of appointment.

The Dean shall decide on the matter and inform the Nursing Practice Educator in writing, with copies to the President of the University, the Association President, and the Nursing Practice Educator's official file. If the Dean disagrees with the Committee's recommendation, they shall meet with the Committee to discuss the matter. If following that meeting, the Dean and Committee still disagree, the Dean shall decide the matter and inform the Committee of their decision together with a written rationale for it. The Candidate shall be advised of the outcome of the review by the end of May if the review

was conducted in April and by the end of December if the review was conducted in November

26.4.6 Teaching Assignment and Faculty Professional Activities Report

Accountability for one's professional activities can be expressed in many ways. However, better understanding of professional activities is achieved through a minimum of common denominators in the reporting mechanisms. A "Teaching Assignment and Faculty Professional Activities Report" (Appendix B) shall be used as a template, which outlines minimum reporting requirements for Nursing Practice Educators. Given that research is not a requirement for the Nursing Practice Educator, Section (c) is optional. This report is to be completed annually with a copy submitted to the Dean's Office and a copy submitted to Human Resources to be included in the Member's personnel file. In lieu of the Member completing section 2 of the "Teaching Assignment and Faculty Professional Activities Report", the Member may opt to append to the Report a standardized CV (using the format as approved by Senate for internal purposes). The Teaching Assignment and Faculty Professional Activities Report is meant to help make the Dean become aware of the activities the Member is involved in and promote positive discussion related to career development. Such report will not be used in a disciplinary manner.

26.5 Nursing Practice Educator Position Requirements

26.5.1 Minimum academic preparation and qualifications shall include a baccalaureate degree in nursing; eligibility for registration with the Nova Scotia College of Nursing; evidence of a well-developed area of recent practice; at least five years recent nursing practice experience in a particular specialty area (such as community, adult nursing, ICU/specialty, maternal-child, or international health). Preference will be given to those who have a Master of Nursing degree/**Master or Related Discipline degree** and who have had teaching experience in nursing at a university level.

26.5.2 Where completion of a degree (or other educational qualification) is made a condition of employment, the requirement shall be included in the letter of appointment.

A Nursing Practice Educator shall not be considered for permanence if the condition(s) is/are not met. In such cases, extension of the probationary period may be considered under Article 26.4.5 (iv).

26.5.3 Professional Requirements

Individuals in this position will normally pursue programs of continuing education; participate in educational conferences and professional association activities; update and maintain professional knowledge and skills related to their area of expertise.

26.5.4 Licensure as a Condition of Employment

26.5.5 As nursing professionals, Nursing Practice Educators must continue to meet all Nova Scotia *Standards of Nursing Practice* and the Canadian Nurses Association *Code of Ethics for Registered Nurses*, including completion of the Demonstration of Continuing Professional Competence Self Appraisal. Compliance is achieved by fulfilling requirements of the **'Continuing Competence Program'** document prepared by the Nova Scotia College of Nursing. This document is considered private. Inclusion of this profile in evaluation material is optional. Completion and updating of this document is a requirement for practice as a Registered Nurse in Nova Scotia. All Nursing Practice Educators must hold a current license to practice as a Registered Nurse.

26.5.6 Fulfillment of the Nursing Practice Educators' role requires demonstration of the highest standards of nursing practice. A Nursing Practice Educator who is a respondent in any Professional Conduct Review with the Nova Scotia College of Nursing (NSCN) is required to notify the Dean of such action and the Dean will determine if suspension from duties is warranted. A suspension shall automatically occur in the event the NSCN suspends, pending investigation, the license to practice. These suspensions shall be with pay.

Where a Professional Conduct Committee of the NSCN concludes its investigation and imposes a suspension or revocation of the Registered Nurse licensure, it will be grounds for immediate dismissal.

ARTICLE 27

27 FACULTY TEACHING WORKLOAD

27.1 Course Determination and Teaching Assignment

The determination of course offerings shall be the responsibility of the Dean and shall be made in consultation with the relevant Department Chair and the faculty.

27.1.1 Teaching assignments shall be the responsibility of the School Dean in consultation with the Department Chair and the faculty. Members' teaching assignments shall normally be made by June 1 for the following fall and winter terms. The following factors may be considered in the determination of teaching assignments:

(a) timetable demand and capacity;
(b) number of assigned instructional contact hours.

27.1.2 Work ordinarily only performed by an employee covered by this Agreement shall not be performed by another employee of the University or by a person who is not an employee of the University. Course assignments made pursuant to Articles **17.2**, 23.3, and 35.7, and courses taught by externally funded Research Chairs that have a teaching

requirement and which have been awarded to non-Members, do not contravene this Article. Cross listed courses within the University may require assignment of teaching duties across the normal lines with another academic bargaining unit.

27.2 The following describes the teaching workload component of a faculty Member's overall duties and responsibilities as an employee of the University.

27.2.1 Matters of Time

Classes will be taught by faculty Members in a daily timetable between the hours of 8:30 a.m. and 9:45 p.m., Monday through Thursday and between the hours of 8:30 a.m. and 4:00 p.m. on Friday, in each week of the Academic Year. Employees are not required to teach more than one 3 credit course or lab per term between the hours of 4:00 p.m. and 9:45 p.m.

27.2.1.1 A faculty Member's classes will not be scheduled consecutively on any given day except with the Member's consent. Courses will not be considered to be scheduled consecutively provided there is a sixty (60) minute break between each class. For the purposes of this clause, courses scheduled to begin to be taught after 4:00 p.m. on a given day are considered to be consecutively scheduled with courses taught during the first teaching period of the following day.

27.2.1.2 Class scheduling shall be arranged throughout the work week so that reasonable time is made available for the faculty Members' research and service activities which time shall equal at least two (2) half days per work week.

27.2.1.3 Fall and Winter academic terms, exclusive of Reading Week and the examination periods, will not be more than twelve and one half (12 1/2) weeks each.

27.2.2 Standard Teaching Assignment

The teaching assignment for each full-time faculty Member excluding those hired at the rank of Lecturer shall be 15 course credits per year or the equivalent. The teaching assignment for each full-time faculty Member hired at the rank of Lecturer shall be 18 course credits per year or the equivalent. One 3-hour lab~~s~~ with a distinct preparation is the equivalent of a 3-credit course. A 3-hour lab without a distinct preparation is the equivalent of one half of a 3-credit course. For example, one course and the lab associated with the course shall be equivalent to six (6) course credits in any one term. One course and two labs associated with the course shall be equivalent to seven and one half (7.5) course credits in any one term. No Member shall be required to teach more than nine (9) course credits in any one term, unless a minimum of six (6) of those course credits are labs.

27.2.2.1 Modified Teaching Assignment

(a) The teaching assignment for a full-time Faculty Member who is classified as per Article 18.6.1.3 (b) shall be 18 course credits per calendar year or the equivalent except as modified by Article 27.2.3. One 3-hour lab with a distinct preparation is the equivalent of a 3-credit course. A 3-hour lab without a distinct preparation is the equivalent of one half of a 3-credit course. For example, one course and the lab associated with the course shall be equivalent to six (6) course credits in any one term. One course and two labs associated with the course shall be equivalent to seven and one half (7.5) course credits in any one term. No Member shall be required to teach more than nine (9) course credits in any one term, unless a minimum of six (6) of those course credits are labs.

27.2.2.2 Faculty normally should teach approximately equal loads in both Fall and Winter terms (September – April) unless such faculty Member has been hired with the provision that work assignment during Spring/Summer are to constitute a regular part of their teaching assignment. In such case, faculty normally should teach approximately equal loads in both Spring/Summer and either Fall or Winter terms (as assigned). Provisions related to overload rates will not apply to the teaching assignment which forms part of the regular assignment for Spring/Summer. This sub-clause defines a Faculty member's normal teaching and non-teaching terms. A Faculty Member may apply to the Department Chair, copied to the Dean, to teach a course outside the regular academic year and have it count towards their regular teaching assignment. In such cases, the Faculty Member must present acceptable reasons for such scheduling – e.g. a field course that can best be offered outside the regular academic year – and such requests must not adversely affect the workload of others, such as lab instructors.

27.2.2.3 Two faculty Members may be assigned to teach a single course as a team. Such an arrangement will be deemed an approved team teaching assignment if either: (a) the course proposal approved by the Senate explicitly provided that the course would be team taught, or (b) such an arrangement is approved by all Departments involved and by the appropriate School Dean. It is understood that all faculty Members so assigned are expected to be present at all classes of the course. Participation in an approved team-teaching assignment will count toward the teaching load of each participant involved. For purposes of calculating teaching load, the team-taught course will be considered the equivalent of one half six-credit course if taught for one term or a six- credit course if taught for two terms.

27.2.2.4 Where a maximum number of students in a class, including OLCD**,** is established by a consultative process and approved by the Dean, such maxima shall be respected by the Registrar and those in that Office and others with the responsibility for registering students.

27.2.2.5 Direction of honors theses, directed studies courses, and tutorials (collectively referred to herein as "courses") shall be offered in consultation between the individual faculty

Member, their Department, and their Dean. Remuneration for such courses shall be 95% of the tuition paid for such courses. This will also apply in situations in which the student drops a course prior to completion and has not paid full tuition. The faculty member will receive 95% of the amount of tuition owed. In cases where there is a valid academic reason critical to a student's(s') program, a Member may be requested to teach up to three (3) students in one course by tutorial and such request shall not be unreasonably refused (this will not prevent a Member agreeing to teach more than three (3) students in the one course). Courses with a compulsory lab component cannot be required as a tutorial.

27.2.2.6 Subject to 27.2.2.**5**, no faculty Member shall be obliged to teach more than the standard teaching load.

27.2.3 Teaching Releases

27.2.3.1 Teaching releases will be made for Members in the following positions:

(a) the Chair of a Department which has fewer than ten (10) full-time members (3 credits over the Academic Year);

(b) the Chair of a Department which has ten or more (10) full-time members (6 credits over the Academic Year);

(c) the President of CBUFA (6 credits over the Academic Year), for Faculty, delivery of two (2) lab sections per term or one lab section and one prep per term for lab instructors, one (1) assignment from Group B activities in the fall and winter terms for Nursing Practice Educators); and

(d) For the Chair of PP&T, either a teaching assignment release of three (3) credits or the equivalent stipend will be granted as determined by the Dean in consultation with the Member and department.

(e) The Association may purchase additional units of course relief at staff replacement cost for one or more of its members. Course relief will be granted by the Dean/Director subject to the department's ability to provide release coverage.

(f) a Member holding external research grants awarded by the Tri-Agency (CIHR, NSERC, SSHRC) as verified by the Associate Vice-President, Academic and Research, when teaching release for such research has not already been granted.

When applying for external research grants, the Member shall apply for a Release Time Stipend or similar reimbursement of teaching costs whenever possible. If teaching release is granted, no additional credit hour teaching (overload), regardless of method of delivery, shall be undertaken except in extraordinary circumstances and as approved by the Vice- President, Academic and Provost.

The Employer will conduct an annual review of the above requests for such teaching reduction and establish a fund with a set quantum which will be re-evaluated by the Employer on an annual basis.

Requests for teaching release are subject to the approval of the Vice-President Academic and Provost and to budgetary and staffing restraints of the University.

(g) Any other teaching releases shall be as agreed upon by an individual faculty Member, the Member's Department Chair, and the Member's School Dean and subject to the approval of the Vice-President, Academic and Provost. The Association shall be consulted on any such reduction.

27.2.3.2 For Members classified under Article 18.6.1.3 (a), teaching releases will not normally reduce the total teaching assignment to less than 9 credits.

27.2.3.3 For Members classified under Article 18.6.1.3 (b), teaching releases will not normally reduce the total teaching assignment to less than 12 credits.

27.2.4 On-Line Course Delivery (Distance)

27.2.4.1 For the purposes of this article, On-line Course Delivery (Distance) (OLCD) refers to the delivery of credit courses through a virtual classroom. OLCD does not refer to classroom teaching off campus. Nor does it refer to on-campus teaching that utilizes some of the same electronic means of delivery used by OLCD courses, for example:

(a) Videoconferencing or live streaming video;
(b) Podcasts, blogs, etc;
(c) CD ROMs, DVDs, or other digital storage formats;
(d) WWW content, including websites specifically designed for a course and web-based pedagogical tools such as WebCT or Moodle;
(e) Email and evolving means of on-line social-networking.

Such means of delivery are used by OLCD courses as a substitute for the face-to-face interaction between students and faculty in a traditional classroom.

27.2.4.2 Courses with OLCD shall not be assigned without the consent of the Member and their Department unless such member was hired with the provision that OLCD comprised the regular teaching workload. In cases where consent is required, such consent shall not be unreasonably withheld. Assignment of OLCD courses will take into consideration factors such as the desires of Members, their familiarity with the required technology, and due regard for course content and pedagogy. When a Faculty Member teaches such a course, it shall constitute part of the Faculty Member's normal workload or overload teaching assignment in accordance with Articles 27.2.2 and 27.2.5. This may include distance courses in accordance with Article 27.2.6.

27.2.4.3 A demonstrable significant increase in work arising from the development of OLCD will be recognized with financial remuneration or course relief, as determined before the work is undertaken.

27.2.4.4 No faculty Member shall be obligated to teach a single course section combining one section of classroom delivery and one section of OLCD.

27.2.4.5 Members using OLCD in accordance with Article 27.2.4.2 will have appropriate professional development and technical support (within the fiscal limitations of the University) made available at no cost to the Member. Furthermore, the Member shall be notified of the resources available to them, associated with the course, before they agree to teach the course.

27.2.4.6 Courses offered by means of OLCD and not developed at CBU must follow regular institutional procedures for courses/programs approval prescribed by Senate and by the Board of Governors.

27.2.4.7 Without limiting the application of other relevant Articles of this Agreement, Articles 12 and 40 shall apply to courses offered by Members using OLCD.

27.2.5 Overloads and Spring/Summer (Non-Teaching Term)

27.2.5.1 In those situations where a course must be offered and staffed on an overload basis because of reasons such as:

(a) a sudden surge in enrolment or other similar factor affecting course offerings;
(b) the sudden illness or incapacity of a faculty Member;
(c) the need to reallocate courses due to leaves (see Article 32 - Professional Development);

a faculty Member may teach up to one and one half six (6) credit course as overload during their normal teaching terms and in their non-teaching term. All overloads and courses taught during the Faculty Member's non-teaching term are subject to the approval of the relevant School Dean following consultation with the relevant Department. Distance Course offerings are also subject to approval of the relevant School Dean following consultation with the relevant Department. A member must obtain approval from their Department Chair and Dean prior to accepting an overload outside the Member's own Department.

27.2.5.2 Courses taught by a Member in their non-teaching terms, for which a stipend is owed, are subject to sufficient enrollment.

27.2.5.3 It shall be determined by the respective School Dean, in consultation with the Registrar, by the end of the second day of class in Spring or Summer courses whether enrolment is sufficient for the class to be offered. In the event that, due to insufficient enrolment, a

Spring or Summer course is cancelled during this period, the faculty Member and/or Laboratory Instructor shall be compensated for 1/12th of the stipend for such a course or lab as provided in Article 43.

27.2.5.4 Spring or Summer courses which have insufficient enrolment may be offered as a tutorial. Faculty Members teaching such tutorial classes shall receive 95% of the tuition paid by each student. The respective School Dean, in consultation with the Registrar, must approve such a tutorial offering.

27.2.5.5 No faculty Member shall be obligated to teach either an overload or a course during their non-teaching term.

27.2.5.6 All overloads and Spring/Summer session courses must be offered first to qualified full-time faculty Members. In the event that no full-time Member is willing to teach such a course, the person hired to teach it must be qualified and approved for the course(s) by the Department in which the course**(s)** is being offered.

27.2.5.7 Remuneration for overloads and Spring/Summer courses shall be as provided in Article 43.

27.2.6 Distance-Related Delivery

27.2.6.1 For purposes of this article distance-related delivery refers to credit courses developed for and/or delivered to a student clientele predominantly "at-a-distance", that is, where the instruction is received outside the CBU campus classrooms and laboratories. These courses may include OLCD courses, independent print-based courses or a combination thereof.

27.2.6.2 Distance-related credit courses may be taught as part of regular load or overload. Distance related courses shall not be assigned without a Member's and their Department's consent unless such member was hired with the provision that distance delivery was to be part of the regular teaching workload. In such cases where consent is required, such consent shall not be unreasonably withheld.

Distance-related credit courses assigned and/or agreed to as overload do not fall within the maximum overload limits set per faculty member for regular courses, i.e. 9 course credits overload from September to April (Article 27.2.5.1) and 9 credits overload May to August (Article 27.2.5.2).

27.2.6.3 Approval for new distance-related courses/programs follows regular institutional procedures for credit course/program approval prescribed by Senate and by the Board of Governors.

27.2.6.4 Departments, under the respective Dean(s), are responsible for quality assessment issues with regard to curriculum and course delivery for distance-related courses. Regular

Departmental process for vetting and approving all candidates for the teaching of distance-related courses apply. Distance related courses not developed at CBU must follow regular institutional procedures for course /program approval prescribed by Senate and by the Board of Governors.

27.2.6.5 If no current institutional department encompasses the area of specialization of a course/program, provisions for a structure to handle departmental issues will be proposed for approval by Senate and the Board of Governors.

27.2.6.6 Expenses recoverable from the Employer include, but are not limited to, mailing, travel, meals and accommodation, telephone costs, special materials; the agreement on the recovery of these and other related costs will be determined by the Member with the Dean(s) at the time of course assignment.

27.2.6.7 No faculty Member shall be obligated to teach a single course section combining one section of classroom delivery and one section of distance delivery.

27.2.6.8 Without limiting the application of other relevant Articles of this Agreement, Articles 12 and 40 shall apply to courses offered by Members using distance-related delivery.

27.2.7 Student Advising

27.2.7.1 It is understood that a Member's responsibilities as a teacher extend beyond the classroom and include student advising, academic counseling, supervision of tests and examinations, evaluation of student performance, and grading.

27.2.7.2 A full-time faculty Member shall set aside at least five (5) hours a week in the Member's office for student advising and consultation during the normal teaching terms. The hours of availability shall either be posted on the faculty Member's office door and/or be contained on the course syllabi handed out to students.

27.2.7.3 Unless there are extenuating circumstances**,** Faculty Members shall comply, with the deadlines and procedures established by Senate for reporting the grades of their students. If a faculty Member is unable to meet these deadlines or comply with these procedures, within 24 hours of the deadlines, they shall notify, in advance and in writing wherever practicable, their Department Chair and Dean stating the nature of the extenuating circumstances and propose a plan for reporting grades.

27.3 The Association will promote to its membership the importance of participating in recruiting initiatives, both internal and external. The Association will recommend that its Members participate in recruiting initiatives that arise from time-to-time including, but not limited to, "CBU for a Day", "Open House", and contributing to regular publications.

ARTICLE 28

28 PROFESSIONAL LIBRARIAN WORKLOAD

28.1 Consistent with existing practice and the primary role of professional Librarian Members to support the academic and related programs of the University, the following describes Librarian Members' normal workload.

28.2 Librarians have responsibilities which derive from their practice as librarians and as members of the academic community and which reflect the needs of Cape Breton University, faculty, staff, students, and community users. Librarian Members are responsible for provision of access to, and assistance in the use of, scholarly information resources and collections development. In addition, individual Librarian Members will be responsible for other duties including supervisory and administrative responsibilities as delegated by the Dean/Director, technical services, and other duties related to the organization and dissemination of information resources held within the University Library or accessed by it. The responsibilities of Librarians are a combination of: a) professional practice; b) service; and c) scholarly activity. The pattern of these responsibilities may vary, however for the majority of Librarians, the principal duties will be in the area of Professional Practice as described in Article 34.

28.3 In recognition of the fact that Librarian Members are partners with faculty Members in contributing to the scholarly and intellectual functions of the University, Librarian Members shall participate in the University community and the external community through such activities as membership on committees, research activities, professional and community service as specified in Article 34.

28.4 In particular, Librarians, as information professionals in a university setting, face a unique challenge in increasing the access of patrons to changing sources of information. It is the responsibility of each Librarian to self-identify their professional, personal skills and knowledge needed for current and anticipated responsibilities; to continuously assess their skills, aptitudes and knowledge; and to identify personal learning strategies that anticipates and complements the evolving information needs of CBU and our community.

Accountability for one's professional activities can be expressed in many ways. However, better understanding of professional activities is achieved through a minimum of common denominators in the reporting mechanisms.

Each Librarian Member shall complete, on an annual basis prior to June 1, a Librarian Professional Activities Report (Appendix C), or provide a letter detailing what the candidate has accomplished in the areas of academic qualifications, performance of their Librarian duties and responsibilities, scholarly activity, professional development, and University, professional, and community service, together with any supporting documentation. The Activities Report will be submitted to the Dean of Library and

Multicultural Learning with a copy to Human Resources to be included in the Member's personnel file. An annual review will be conducted by the Dean of Library and Multicultural Learning.

For the first Annual Review, the Librarian Member may choose to document accomplishments within the previous five (5) years, or choose to concentrate on accomplishments in a longer or shorter period. For subsequent Annual Reviews, activities within the last year will be reviewed.

28.5 Duties shall be assigned by the Dean of Library and Multicultural Learning in collaboration with the Librarian Members.

28.6 Only those Members of the bargaining unit holding graduate degrees in Library and Information Science (or equivalent) shall perform the duties assigned to Librarian Members. However, it is agreed that other Library employees who are qualified by virtue of their education and/or training, may, under the general supervision of Librarian Members, perform reference service duties otherwise carried out by Librarian Members.

28.7 **Hours of Work and Reference Desk Scheduling**

A Librarian Member's regular work week shall be thirty-two and a half (32.5) hours worked.

28.8 The duties of professional librarians include both providing information services to library users and the necessary technical services to make this provision of information possible. Reference desk hours will be governed according to student and faculty requirements, and the operational needs of the university library. **Scheduling of reference desk shifts will be determined by Dean of Library and Multicultural Learning after consultation with Librarian Members and on the basis of the Librarians' recommendation. Q**ualified Library employees (as in Article 28.6) will assist the Librarians in providing coverage.

28.9 **If a Librarian Member is scheduled to work an evening shift in accordance with Article 28.8, such shift will last no longer than 6 hours and will constitute one full day's work. When a Librarian Member is scheduled to work a shift of five (5) hours on a Saturday or Sunday, they will be entitled to a full day off in lieu. When a Librarian Member is required to work a shift on a holiday, they will be entitled to one and a half (1.5) full days off in lieu.**

28.10 The Dean of Library and Multicultural Learning shall collaborate with Librarian Members and the President of the Association if any variance in the above clauses is sought.

28.11 In the case of a Librarian who assumes the position of President of CBUFA, the workload reduction will be equivalent to one day per week.

28.12 The Association may purchase workload relief at staff replacement cost for one or more of its members. Workload relief will be granted by the Dean of Library and Multicultural Learning subject to the department's ability to provide release coverage.

28.13 **Annual Vacation**

28.13.1 The vacation year for Librarian Members is from 1 April in one year through 31 March in the next following year. Librarian Members shall receive in each vacation year, 20 work days vacation, 25 work days for Librarian Members who have completed fifteen (15) years service at the University, during which time regular pay and benefits shall continue.

28.13.2 In the first year of their employment new Librarian Members shall receive such vacation pro-rated based on the amount of service given in the preceding vacation year, e.g. a new Librarian Member who is hired on 1 January in a year shall be entitled to receive in the vacation year beginning that 1 April, one work week's (5 work days) vacation having worked one quarter (1/4) of the preceding vacation year.

28.13.3 A Librarian Member, upon separation from the Employer, shall compensate the Employer for vacation taken but to which they were not entitled. Likewise, the Employer will compensate such Member for any earned but unused vacation to the date of separation.

28.14 **University Holidays and Library Closures**

Paid University holidays include:

(a) New Year's Day
(b) Good Friday
(c) Easter Monday
(d) Victoria Day
(e) Canada Day
(f) Civic Holiday (first Monday in August)
(g) Labour Day
(h) National Day for Truth and Reconciliation
(i) Thanksgiving Day
(j) Remembrance Day
(k) December 25
(l) December 26

A Member working any of the above holidays will receive, in addition to their regular pay, one and one half (1.5) days paid release time to be taken when scheduling reasonably permits.

28.15 Librarian Members shall receive 2.5 days paid release time during the Christmas break and 2.5 days paid release time for the Study Break, all of such release time to be taken when scheduling reasonably permits.

28.16 **Library Council**

A Library Council shall be established to create a forum for Library planning, review, collaboration, and communication. It is responsible for making recommendations to the Dean of Library and Multicultural Learning regarding services, policies, scheduling, operations and goals of the Library.

28.16.1 The Library Council shall include representation reflective of the composition of the Library, as outlined in the Library Council's by-laws.

ARTICLE 29

29 LABORATORY INSTRUCTOR WORKLOAD

29.1 Teaching assignments shall be the responsibility of the School Dean in consultation with the Department Chair and Lab Instructors. Members' teaching assignments shall normally be made by June 1 for the following fall and winter terms. Consistent with existing practice, and the primary role of Lab Instructor Members, to provide laboratory instruction and related duties as are more particularly specified in clauses 25.1.2 and 25.1.2.1 of Article 25 (Laboratory Instructor Appointments), the following describes their normal workload.

29.2 A Lab Instructor's regular work week shall be Monday through Friday, both days inclusive.

29.3 A Lab Instructor's daily teaching contact hours shall normally be contained within a continuous eight (8) hour period including one hour for lunch. A Lab Instructor's teaching load will not be scheduled consecutively on any given day except with their consent. Labs separated by more than sixty (60) minutes will not be considered consecutive. For the purposes of this clause, labs/courses scheduled to be taught after 4:30 p.m. on a given day are considered to be consecutively scheduled with labs/courses taught during the first period of the following day.

29.4 The normal instruction year for Lab Instructors shall be between September 1 and April 30, both dates inclusive. Any instruction performed between May 1 and August 31 shall be compensated as overload in accordance with Article 43.5.

29.5 While Lab Instructors have no required laboratory instruction duties during the period from May 1 through August 31, they shall, however, be required to perform other non-instruction duties during the work days and weeks in that period except for a vacation period of 20 working days and for Members who have completed fifteen (15) years of service, 25 working days to be taken in that period at a time mutually arranged between the Lab Instructor and their Dean or Department Chair.

29.6 The number of Lab Instructor instructional contact hours and laboratory preparations will vary depending upon the particular discipline and laboratory instruction needs in any

given semester. The normal number of contact hours for a Lab Instructor in a work week will be as follows:

Eighteen (18) hours with one distinct preparation;
Fifteen (15) hours with two distinct preparations;
Twelve (12) hours with three distinct preparations.

Preparation by a member for multiple laboratory sections for the same course in a given academic term shall be counted as one (1) distinct preparation.

The actual number of contact hours maybe less for a given Lab Instructor where their instructional or related duties and responsibilities are agreed by the Employer to be equivalent to the normal number of contact hours, such reductions requiring the approval of the Member's Dean following consultation with the appropriate Department(s). It is also acknowledged that preparation of chemicals and/or correcting of laboratory and related assignments are included in the Lab Instructor's time commitments in performing their job.

29.7 If a Lab Instructor has appropriate qualifications, they may be given an assignment that includes course delivery in the classroom and evaluation of students. The assignment will normally be a class at the introductorylevel. Each assignment shall count towards the Lab Instructor's instructional contact hours in a work week as three (3) hours and a distinct preparation as in Article 29.6.

29.8 All overloads and Spring/Summer session labs must be offered first to qualified full-time Members. In the event that no full-time Member is willing to teach such a lab, the person hired to teach it must be qualified and vetted for the course by the Department in which the lab is being offered.

ARTICLE 30

30 NURSING PRACTICE EDUCATOR RESPONSIBILITIES AND WORKLOAD

30.1 Position Scope

Key responsibilities for Nursing Practice Educators include planning, implementing and evaluating learning experiences for nursing students in classroom and nursing practice settings, service to the University, community and/or profession. As Registered Nurses, Nursing Practice Educators promote excellence in students' nursing practice through exhibiting and fostering consistent, safe, effective and ethical **nursing care and** by providing students opportunities to **learn, practice,** recognize and reflect on their nursing practice experiences, and discussing those experiences with others.

30.2 Workload

Nursing Practice Educators workload and responsibilities may include:

a) Nursing practice development, organization, supervision and evaluation;
b) Classroom teaching;
c) Program support;
d) Maintaining nursing practice competence/professional development**;**

Members' workload assignments shall normally be made by June 1 for the following academic year, being three (3) terms of Fall, Winter and Spring/Summer. The nursing practice/teaching assignment for each full-time NPE shall be 24 course credits per **academic** year. **When requested and w**here program needs permit, efforts will be made to ensure NPE's have a non-practice term. No NPE shall be required to teach more than 12 credits in any one term.

30.3 Nursing Practice Development, Organization, Supervision and Evaluation

30.3.1 Nursing practice includes direct supervision, shared **preceptorship**, supervised **preceptorship** and full **preceptorship. Nursing practice can occur on campus in nursing practice settings, such as simulation and skills labs, or off campus health care settings.**

30.3.2 Definitions of the types of nursing practice include:

a) Direct Supervision: Members will directly supervise students in nursing practice for the required number of hours.

b) Shared Preceptorship: Members will share daily supervision responsibilities with an approved preceptor, being a Registered Nurse. Members will be

responsible for the direct oversight of students and collaborate with the approved preceptor and student and support them with the student learning.

c) Supervised Preceptorship: Members will be responsible for supporting students and the preceptors to whom they are assigned, being a Registered Nurse. Members will communicate and conference with the students per the standards set by the School of Nursing and will collaborate with the approved preceptor and student to support student learning.

d) Full Preceptorship: Members will be responsible to communicate with and support fully-preceptored students and the preceptors to whom they are assigned, being a Registered Nurse.

30.3.3 The credit-loading for each type of nursing practice is outlined in the tables below:

On-Campus Nursing Practice	
Simulated Professional Practice	Laboratory Professional Practice
Instructor led 1:7 student ratio	Instructor led 1:14
1.5 workload credits per week of simulation-based learning	Credit assignments for on campus nursing will be in keeping with the length of the lab, supervision required, and the number of weeks it runs.

Off-Campus Nursing Practice			
Direct Supervision Term 3:160 hours (4 weeks) Term 4: 160 hours (4 weeks) Term 5: 240 hours (6 weeks)	Shared Preceptorship Term 6: 240 hours (6 weeks)	Supervised Preceptorship Term 7: 240 hours (6 weeks)	Full Preceptorship Term 8: 440 hours (13 weeks)
Instructor led 1:7 student ratio	Instructor led 1:10 student ratio	Instructor led 1:14 student ratio	Instructor led 1:14 student ratio
1.5 workload credits per week of direct supervision	1.0 workload credits per week of shared supervision	1.0 workload credits per week of supervision	.25 workload credits per week of supervision

Notwithstanding the workload credits outlined above, in the event of changes to the nursing program curriculum, including but not limited to any changes to the length or supervision required in nursing practice, such changes shall be voted on by the Department and shall be effective upon the date of program curriculum change.

30.3.4 In nursing practice setting, the ratio of Member to student shall not exceed the instructor/student ratios outlined in the above tables. Only in exceptional circumstances, such as illness or emergency, will the Member be requested to

supervise additional students with a revised nursing practice assignment. Such request shall not be unreasonably made or unreasonably denied.

30.4 Classroom Teaching

If a Nursing Practice Educator has appropriate qualifications, they may be given a teaching assignment each term that includes course delivery in the classroom and evaluation of students. The teaching assignment will be part of the regular workload.

When teaching as the course professor, the Nursing Practice Educator will assume all academic rights and responsibilities that come with teaching a course.

The determination of term, nursing practice, and course offerings shall be the responsibility of the Dean and shall be made in consultation with the Department Chair and members of the Department.

Members' teaching assignments shall normally be made by June 1 for the following three (3) terms. The following factors may be considered in the determination of teaching assignments:

a) Timetable demand and capacity;
b) Number of assigned credit hours;
c) NPE expertise.

30.5 Program Support

30.5.1 Program support is part of a Nursing Practice Educator's **responsibilities**. In determining how **program support** is covered, a collegial approach is expected. **Program support needs should be communicated in a timely manner, whenever possible.** The procedure as identified in Article 30.**8** will also be used when determining program support.

30.5.2 Program support duties **of** Nursing Practice Educators include activities that are core to the existence of the Nursing Program **and contributions under the broad categories of: academic guidance, clinical skill development, curriculum development, faculty collaboration, and community support and engagement. Specific duties may** include**, but are not limited to**:

a) Participation in semester/term meetings to review incoming/outgoing student groups
b) Coordination, support, and participation in orientation sessions for:
    i. new students (including those in terms 1 and 2 who are taking non-nursing courses and those starting term 3)
    ii. Support orientation of **new Nursing Practice Educators and new** ICAs
c) Revising and maintaining nursing program documents such as student manuals and handbooks,

d) Review and approve immunization for new students entering the Program.

30.6 Maintaining Nursing Practice Competence

30.6.1 Nursing practice competence can be maintained in many ways including, but not limited to, attendance in continuing and/or formal education programs, workshops and/or seminars; participating in nursing practice updating skills in specialty areas; participation in presentations/publications; reviewing/developing best practice guidelines.

30.6.2 In keeping with the need to maintain nursing practice competence, a Nursing Practice Educator may choose to work in a nursing practice setting. This is in addition to time spent in a nursing practice setting performing student supervision. Normally such work will take place during the periods when nursing practice instruction is not occurring. For greater clarity, it is understood that CBU is the primary employer of the Nursing Practice Educator and should the Nursing Practice Educator choose to work for another employer, such work may be accepted provided it does not interfere with their participation in and fulfillment of assigned duties within the **School of Nursing**.

30.6.3 For the purpose of Professional Development, Nursing Practice Educators are encouraged to engage in scholarly activities related to nursing practice and theory in so far as to maintain currency. While such activities do not form part of their regular workload, they may be considered in meeting the requirement to maintain professional competency. These activities may include, but not be limited to involvement in basic or applied research, the creation of new knowledge, the creative use of existing knowledge, development of policies and procedures, and/or proposal writing.

30.7 Service

Nursing Practice Educators have the responsibility to participate in the functioning of their Departments, Schools and the University, including attendance at Department and School meetings. Such participation includes the development of content and other requirements for academic programs.

30.8 Workload Assignment

30.8.1 Development of the Department's workload assignment (i.e. Nursing Practice, Classroom Teaching, and Program Support) shall be the responsibility of the School Dean in collaboration with the Department Chair and the Department. The process shall be as follows:

(a) The Department shall meet to consider a fair and appropriate schedule of workload assignments in advance of the fall/winter and spring/summer semesters.
(b) The Department shall give a Nursing Practice Educator or Faculty Member teaching a course with an assigned nursing practice requirement priority for the associated nursing practice assignment based on expertise in the nursing practice area.

(c) When considering the remaining nursing practice assignments, the Department shall recognize that nursing practice education is the key responsibility of Nursing Practice Educators.

(d) The Chair shall forward to the Dean a schedule of workload assignments proposed by the Department.

(e) The Dean shall examine the proposed schedule. In the event that **they** determine that the schedule is either unfair or cannot adequately meet the requirements of the program, **they** will meet with the Chair and recommend adjustments. After meeting with the Department, the Chair will respond to the Dean regarding any recommended adjustments.

(f) The Dean shall approve the final schedule of workload assignments decided upon by the Dean by June 1 for the following fall, winter and spring or summer terms. **The complete workload schedule will be communicated within the department and made accessible to all department members.**

30.9 Overloads and Additional Student Hours

30.9.1 Nursing Practice Overloads

30.9.1.1 In situations where a nursing practice assignment must be offered and staffed on an overload basis because of reasons such as, but not limited to:

(a) a sudden surge in enrolment or other similar factor affecting course offerings;
(b) the sudden illness or incapacity of a Member;
(c) the need to reallocate courses due to leaves;

a Nursing Practice Educator in the relevant Department, may normally accept up to (18) course credits of nursing practice assignment as overload during the Academic Year, which includes Spring/Summer. This is inclusive of any overloads accepted per Article 30.9.2 or 30.9.3 below, or otherwise.

30.9.1.2 All overloads are subject to the approval of the School Dean following consultation with the relevant Department and relevant Chair.

30.9.2 <u>Teaching Assignment Overloads</u>

30.9.2.1 In situations where a course must be offered and staffed on an overload basis because of reasons such as:

(a) a sudden surge in enrolment or other similar factor affecting course offerings;
(b) the sudden illness or incapacity of a Member;
(c) the need to reallocate courses due to leaves;

and where a Nursing Practice Educator has the appropriate qualifications, a Nursing Practice Educator may teach up to eighteen (18) course credits as overload during the Academic Year, which includes Spring/Summer. This is inclusive of any overloads accepted per Article 30.9.1 or 30.9.3 below, or otherwise.

30.9.2.2 All overloads are subject to the approval of the School Dean following consultation with the relevant Department and relevant Chair.

30.9.3 <u>Additional Student Nursing Practice Hours as Overload</u>

In situations where, subject to program requirements and/or a policy regarding missed time, and on the recommendation of the Nursing Practice Educator or Faculty assigned, with approval of the Dean, a student must complete additional nursing practice hours, such additional hours will be compensated as follows:

(a) **Nursing practice assignments that fall under the category of either Direct Supervision or Shared Supervision will be compensated by pro-ration, taking into consideration the number of additional weeks of practice required, and both the credit loading table in Article 30.2.1 and the corresponding remuneration in Article 43.5.**

(b) **Nursing practice assignments that fall under the category of Supervised Preceptorship or Full Preceptorship will be compensated per the Nursing Practice Educator's hourly rate.**

30.10 Vacation

30.10.1 The normal work year for a Full-Time Nursing Practice Educator shall be 12 months less scheduled vacation time.

30.10.2 The vacation year for Nursing Practice Educators is from 1 April in one year through 31 March in the next following year. Nursing Practice Educators shall receive in each vacation year, 20 work days vacation, 25 work days for Nursing Practice Educators who have completed fifteen (15) years service at the University including time spent with St. FX, during which time regular pay and benefits shall continue. Unless otherwise agreed to by the Chair and Dean, this vacation is normally taken during times when teaching is not scheduled. In all cases where an on-campus or off-campus **nursing** practice is rescheduled or if another Member is covering the on-campus or off-campus **nursing** practice for a colleague, the Chair and the Dean's office must be notified of the change as soon as possible by the person who is responsible for that on-campus or off-campus **nursing** practice.

The Nursing Practice Educator is responsible to **track their vacation as well as** notify the Department Chair of the dates of vacation. The Chair will ensure that Department coverage is maintained on a twelve (12) month basis to ensure Program related duties and necessary services are adequately staffed.

ARTICLE 31

31 RESEARCH

31.1 Introduction

31.1.1 Pursuant to Article 18 (GER), research is an essential component of a faculty Member's employment duties and responsibilities and professional development.

31.1.2 The Parties agree that basic and applied research have equal value to society, to the academic community, and to the University.

31.1.3 Pursuant to Article 12 (Academic Freedom), the University recognizes that academic freedom is an inseparable component of all research activity.

31.1.4 The adoption and implementation of the Tri-Council Policy Statement entitled "Ethical Conduct for Research Involving Humans" (1998), hereinafter referred to as the "Humans Research Policy Statement" shall not be used to circumscribe the academic freedom of researchers as specified in Article 12 (Academic Freedom) of this Collective Agreement. If any conflict develops between any such Policy and academic freedom, the latter shall prevail.

31.2 Research Contribution

31.2.1 Research must make a contribution to an existing body of knowledge. It must be an advance over the routine application of existing knowledge and/or interpretations. **In the case of Indigenous Scholarship, research may also contribute to the preservation, transmission, revitalization, application, and/or reinterpretation of Indigenous Knowledges and languages.**

31.2.2 Contributions in the sciences shall be taken to include replicative tests and studies that fail to yield evidence supporting an anticipated result.

31.2.3 Assigned classroom teaching shall not constitute research.

31.3 Assessment

31.3.1 It is the responsibility of faculty Members to make the results of their research activity in their discipline available for review and assessment in a form in which it can be evaluated. **In the case of Indigenous Scholarship, this review and assessment may also be conducted in a manner consistent with the knowledge production practices associated with Indigenous communities.**

31.3.2 Internal assessments of research may be made only for the following purposes:

(a) pursuant to Article 33 (Probation, Promotion and Tenure);

(b) institutional endorsement in support of a Member's applications to external granting councils and agencies;

(c) the University awarding grants, contracts or non-monetary support for research projects;

(d) review of ethical procedures, pursuant to this Article;

(e) appointments to University administrative posts for which a research record is relevant;

(f) applications for sabbatical and other forms of leave, in accordance with the provisions of Article 32 (Professional Development);

(g) for such other purposes as may be agreed upon by the Association, which agreement will not be unreasonably withheld.

31.3.3 The development of clinical or instructional materials or methods of an innovative sort that have application(s) beyond the Member's own courses shall be regarded as research.

31.3.4 It shall be the Member's responsibility to make the results of their research available for assessment to the fullest extent possible within the limits of any applicable restrictions. In those cases where a Member is bound by the limits of confidentiality, materials that may be provided for assessment may include the following:

(a) testimony from third parties who have expertise in the field and knowledge of the research;

(b) the Member's descriptive accounts of the methodologies and methods employed in the research and of the form of the findings;

(c) the Member's account of the intellectual grounding of the research.

31.4 **Dissemination**

31.4.1 Modes of dissemination shall not be limited to academic journals, books, or conferences (as noted in Article 33.9).

31.5 **General**

31.5.1 Members have the right and the obligation (see Article 18 (GER)) to devote time to research activities.

31.5.2 Members' shall be provided with an opportunity to conduct research activities. Reasonable efforts will be made to provide faculty Members with adequate, appropriate and reasonable facilities for carrying out their research activities, and subject to the equitable and reasonable distribution of the resources of the University.

31.5.3 The opportunity and obligation to pursue research exists at all times of the year pursuant to Article 27 (Faculty Teaching Workload).

31.5.4 Subject to availability, the equitable and reasonable distribution of the resources of the University, and the provisions of this Agreement governing such matters, the following forms of institutional support for Members research shall normally be available:

(a) leaves pursuant to Article 32 (Professional Development);
(b) internal research grants;
(c) pursuant to Article 27.2.3 (Teaching releases), release time from a portion of a normal teaching load.

Items (b) must be approved by the Dean of Research and Graduate Studies, the Dean of the School to which the Member belongs, and the Vice-President, Academic and Provost of the University.

31.5.5 Unless for good and valid reasons it is not appropriate to do so, and subject to Article 40 (IP, etc.), in their published work(s), faculty Members shall indicate their affiliation with the Cape Breton University and give fair attribution for their reliance on the work and assistance of others.

31.5.6 When contract research is to be performed using University facilities, the prior written authorization of the School Dean in consultation with the Dean of Research and Graduate Studies for such use is required. Such authorization shall not unreasonably be denied.

31.5.7 Faculty Members may agree to delay for a specified period of time the dissemination of the results of contract research which uses University facilities only if such delay is agreed to by the Dean of Research and Graduate Studies in writing. Any such agreement may not involve an indefinite delay of the dissemination of results and may not unreasonably be withheld.

31.6 **Ethical Issues**

31.6.1 The research methodology of a given project may be subject to legislation and regulation in areas such as ethical treatment of human subjects, humane treatment of animals, storage and use of hazardous substances, and guarantees of the confidentiality for human subjects. In such cases, the research project must comply with all internal and external regulations, requirements, protocols or codes. Only research that is subject to the Humans Research Policy Statement shall require the prior written approval of the University Research Ethics Board ("REB"). **Research that involves Indigenous**

Peoples, communities, and/or Indigenous Knowledges require additional review by Mi'kmaw Ethics Watch or similar body.

31.6.2 In any dispute about the meaning of any Tri-Council Policy Statement, the full text, including any commentary, shall be considered.

31.6.3 It is the obligation of employee researchers to submit their proposed projects which are subject to any Tri-Council Policy Statement, and those where the researcher will use students as research assistants, to the REB and in reasonable time to ensure compliance with any Tri-Council Policy Statements or other externally applicable regulation.

31.7 **Research Ethics Board**

31.7.1 There shall be a University Research Ethics Board ("REB") established under the provisions of the Tri-Council Policy Statement. In addition to the provisions specified in any applicable Tri-Council Policy Statement, the REB shall meet the following minimum requirements.

31.7.2 The REB shall consist of at least seven (7) members, with diversity in membership; at least two (2) of its members shall have broad expertise in the methods or in the areas of research that are covered by the REB, and at least one member shall be knowledgeable in ethics. At least one of its members shall have no affiliation with the University and be recruited from the community served by the University.

31.7.3 Individuals shall be nominated for, and appointed to, the REB in accordance with the Senate's Policy.

31.7.4 Neither the University's nor the Association's counsel nor any lawyer employed or contracted by the University or the Association shall be appointed to, or serve as a member of, the REB.

31.7.5 The REB shall only have the power to review the ethics of research proposals subject to a Tri-Council Policy Statement. The REB shall not have, nor shall it assume, the ability to reject any proposal on the grounds of either its scholarly merit or pedagogical appropriateness.

31.7.6 The REB shall not have, nor shall it assume, the power to recommend discipline, to impose sanctions or discipline or to cause discipline to be imposed on Members, nor shall it have any power to cause to be placed in a Member's file any information related to a research proposal.

31.7.7 Independent graduate or undergraduate research projects or honors or masters theses must be forwarded to the REB for review.

31.7.8 The REB shall make an annual report to the Senate on its work, operation and decisions.

31.8 **Appeal Procedure**

31.8.1 In accordance with the Tri-Council Policy Statement on Ethical Conduct for Research Involving Humans (the "Tri-Council Policy"), researchers may appeal decisions of the REB to an Appeal Board (the "Appeal Board").

31.8.2 The membership of the Appeal Board and its procedures shall meet the requirements of the Tri-Council Policy and the provisions of this Article which apply to the REB.

31.8.3 The Appeal Board and its Chair shall be appointed by the Senate.

31.8.4 The Appeal Board shall have the power to review, amend, or reverse decisions of the REB regarding the ethics of research proposals. The Appeal Board shall not have the power to be imposed on Members of the bargaining unit, nor shall it have any power to cause to be placed in the Member's personnel file any information related to the research proposal. The decision of the Appeal Board shall be communicated to both Parties.

31.9 **Relationship with Other Processes Dealing With Ethical Aspects of Research**

31.9.1 It is agreed that in the application of this Article, and particularly those provisions dealing with ethical aspects of research, it is necessary to have regard to the Policy Statements and other requirements of Tri-Council as such policies are implemented by other bodies in the University such as Senate. The provisions of this Article are not meant to replace, but rather complement from the perspective of collective bargaining, such other policies and the procedures arising from them. In the event there occurs a difficulty within the University dealing with such ethical aspects because of any such conflict, the Parties agree to re-open this Article with a view to agreeing upon terms to resolve such conflict.

31.9.2 In any and all matters contained in this Article or arising out of its implementation, it is agreed that where any of its provisions conflicts with the Policy Statements of Tri-Council or with any of the Tri-Council's other requirements regarding research or the requirements of any other body providing research grants, the Parties agree to re-open this Article with a view to agreeing upon terms to resolve such conflict.

ARTICLE 32

32 PROFESSIONAL DEVELOPMENT

32.1 **Purpose**

The Employer recognizes that it is in the interests of Members, students and the Employer that Members have opportunities to pursue professional development activities where such activities will enhance the qualifications and/or abilities of the employees to fulfill their employment and/or professional duties and responsibilities.

32.2 Professional Development Expenses Reimbursement Policy

32.2.1 General

32.2.1.1 Members are required to pursue professional development activities in order to remain at the forefront of their respective disciplines. These activities may vary from discipline to discipline and from employment function to employment function. Notwithstanding such variations, professional development activities may include the purchase of books, periodicals and subscriptions; memberships in learned societies and professional organizations; the purchase of equipment and intangibles associated therewith; travel expenses for leaves, conferences or related activities and other expenses related to teaching, scholarship and/or related academic activities.

32.2.2 Purpose

32.2.2.1 The purpose of the Reimbursement of Professional Development Expense Policy is to reimburse Members for pre-approved eligible professional development expenses that relate solely to those activities that enhance an individual's performance, ability or employment effectiveness.

32.2.3 Eligibility

32.2.3.1 Members who are employed on a full-time basis with the University are eligible for 100% of the maximum reimbursement of accountable professional development expenses (see clause 32.2.7.1).

32.2.3.2 Members who are employed on a part-time basis with the University are eligible for a reimbursement, the amount of which shall be prorated to coincide with the fraction of the full-time workload such Members are contracted to work.

32.2.3.3 Members who are on leave of absence without pay or long-term disability for an entire fiscal year are not eligible for reimbursement of professional development expenses for the duration of either form of leave.

32.2.3.4 Those persons with limited term appointments of less than 8 months duration are not eligible for PD funds. Those persons with limited term appointments of 8 months or more but less than 12 months will be eligible for **100**% of the maximum reimbursement of accountable professional development expenses as described in section 32.2.5.1. Under Article 32, subsections 32.2.3.2, 32.2.4.3, 32.3, 32.4, 32.5, 32.6, 32.7, 32.8 do not apply to persons with limited term appointments.

32.2.4 Annual Claims

32.2.4.1 Members may submit a claim for reimbursement of professional expenses in any fiscal year (April 1 to March 31) no later than February 28. Original receipts for eligible expenses must be submitted in support of **each** claim.

32.2.4.2 If a Member's expenses exceed the maximum reimbursement provided for in clause 32.2.7.1 (the "maximum"), the portion of such excess that was not reimbursed may be claimed in the subsequent fiscal year(s), provided that the total claim in any subsequent year does not exceed the maximum.

32.2.4.3 Any portion of a Member's maximum that is not claimed in a fiscal year shall be carried forward into a subsequent fiscal year. A maximum of three (3) years' amounts (i.e. two years plus the current year) may be accumulated in this manner.

32.2.4.4 Any unused amount in a Member's maximum at the time of the Member's retirement or termination as an employee of the University shall revert to the University's general operating budget.

32.2.4.5 No portion of a Member's funding for professional development may be paid to the Member as salary.

32.2.4.6 The parties agree to abide by any ruling of the Canada Revenue Agency (CRA) made with respect to the provisions of this article.

32.2.5 Eligible Expenses

32.2.5.1 The following expenses incurred by a Member on their own behalf for professional development purposes are eligible to be reimbursed upon the presentation of receipts and the approval of the relevant Dean, Dean of Library and Multicultural Learning or other relevant administrator:

(a) registration fees, travel and associated expenses related to the cost of attending meetings, workshops, conferences, or other similar professional development activities **including relationship-building and renewal with Elders and/or Knowledge and Language Carriers, participation in ceremonies, as well as the materials that may be associated with the same**;

(b) subscriptions to journals or like publications (including, where appropriate, in electronic form) and memberships in learned societies, relevant to the employee's discipline or expertise;

(c) purchase or lease of books, **electronic devices**, software and manuals relevant to the employee's discipline or expertise;

(d) other similar relevant resources purchased after obtaining the prior approval of the employee's School Dean or, for Librarian employees, the Dean of Library and Multicultural Learning.

The expenses eligible for reimbursement shall include but not be limited to the above, but all shall be reasonable and shall be in addition to any amounts received from any other funds such as travel grants used for the same purposes.

32.2.5.2 As a non-taxable benefit, all goods purchased under the terms of this Article shall remain the property of the University, but the Member shall enjoy a usufructuary right to those goods. After four calendar years from the date of purchase, the Member has the option of purchasing these items from the University at fair market value. If the Member retires or is terminated as an employee of the University prior to the expiration of this four-year period, the Member will have the option of purchasing these items from the University at fair market value as at the date of such retirement or termination of employment.

32.2.6 Procedure to Claim Reimbursement

32.2.6.1 Eligible Members shall submit their claims to the relevant administrator, as stated in 32.2.5.1 for approval as an eligible expense, pursuant to 32.2.5.1. The claim must be accompanied by original receipts.

32.2.6.2 The relevant administrator shall forward the claim and receipts to the Business Office for reimbursement.

32.2.7 Funding

32.2.7.1 The funding to support reimbursement of professional development expenses referred to in the above clauses shall consist of a maximum of $**1200** per fiscal year for each employee (this is the maximum reimbursement amount referred to in clause 32.2.4.2 and 32.2.3.1).

32.3 Process Regarding Conferences, Seminars and Workshops (for ease of reference "conferences")

32.3.1 Attendance at conferences are subject to the following terms and conditions:

(a) The School Dean or, for Librarian employees the Dean of Library and Multicultural Learning, may grant any necessary leave (in instances where attending the conference will require that the employee be absent from their work duties for no more than three work days such leave shall not be required) together with financial assistance to eligible employees in their School or the Library to attend conferences relevant to the employee's discipline or expertise, if budgetary, operational, and other relevant factors reasonably permit.

(b) In assessing applications for attendance at such conferences priority shall be given to employees who are:

(i) presenting a paper or report at the conference;
(ii) participating in the organization of a conference or participating on a panel at the conference;
(iii) attending a conference/workshop for the purpose of changing or improving professional practice (for example, new accounting practices, new client care models, and so on) where learning is incorporated into courses or programs.

(c) The Dean, or for Librarian employees, the Dean of Library and Multicultural Learning, shall advise employees of the disposition of their applications as soon as is reasonably practicable. For teaching Members, the Dean shall obtain the recommendation of the relevant Departments.

(d) The successful applicants shall provide a report to their Dean, or in the case of Librarian employees to the Dean of Library and Multicultural Learning, concerning their activities and suitable receipts for expenses for which reimbursement is sought.

32.4 External Educational Assistance

32.4.1 Employees may apply to their School Deans, or in the case of Librarian employees to the Dean of Library and Multicultural Learning, for leave to participate in external educational activities, e.g. programs and courses offered by educational institutions other than the University. The School Dean or Dean of Library and Multicultural Learning shall consider such application and may approve if pertinent to school or institutional needs. For leaves of one academic year or of six (6) months commencing July 1st, the application shall be made before the 1st of September of the Academic Year preceding that in which they propose to begin the period of leave. For leaves of one year or six (6) months beginning January 1st, the application shall be made before February 1st of the preceding year. The Dean, or the Dean of Library and Multicultural Learning, shall respond no later than October 15th in cases of leaves beginning July 1st and no later than March 1st in cases of leaves beginning January 1st.

32.4.2 External educational leaves referred to in clause 32.4.1 shall be of two types:

(a) for leaves of six months or less, for example, to obtain a course to upgrade information technology skills or to better discharge their duties;

(b) (i) for leaves up to one year designed primarily to obtain a further degree qualification, such leaves being necessary to assist faculty Members who have been or will be hired with less than the highest academic qualification in their fields in disciplines where it was or is difficult to recruit persons holding such qualification;

(ii) for leaves up to one year for Nursing Practice Educators, Laboratory Instructors' and Librarians' professional development to obtained enhanced qualification or a further degree qualification.

32.4.3 Members on such leaves shall receive 85% of their normal salary. Funding for the 85% salary is the responsibility of the appropriate school or department. Educational leave is available once for each of both graduate and postgraduate studies. The Association shall be informed of all Educational leaves.

32.4.4 Members granted such Educational leaves also may apply annually to the Vice-President, Academic and Provost for financial assistance with respect to the leave. Such financial assistance if approved in whole or in part would be for tuition and required course material only.

32.4.5 Any Member receiving assistance in the form of leave, money or teaching release must provide, with their request, a "plan" with the different components of the plan outlined and timelines presented. As the Member progresses in the program and/or as additional assistance is added to support the Member, annual updates must be filed. Consideration for continued funding/support is conditional on satisfactory progress, taking into account factors affecting the Member's progress that lie outside the control of the Member.

32.4.6 Upon completion of the leave, the Member shall be required to return to the University for a period of time at least equal to twice the length of the leave. An employee who fails to return to the University shall reimburse the University for the compensation received from it during the leave. Should an employee return for a period of time less than twice the length of the leave, reimbursement will be calculated proportionally.

32.5 Sabbatical and Professional Leaves

32.5.1 General

32.5.1.1 Sabbatical and professional leaves are necessary to enable tenured faculty Members and full-time permanent Librarian Members (professional leave) to maintain academic and/or professional excellence in a variety of ways, in order to enhance their qualifications and/or abilities to fulfill their employment duties and responsibilities at the University. Such leaves are subject to approval of the proposed leave project by the Department and to budgetary and staffing restraints of the University. Members have the responsibility to make effective use of such leaves.

32.5.1.2 Members of Academic Departments and/or the Library will plan their leaves well in advance in order to cause the least disruption possible to their Departments or to the Library.

32.5.1.3 Once a leave has been granted, it is normally expected that the Member shall take the leave. Reasons for not taking such leave shall include, but not be limited to, such things as serious illness and personal financial exigency. Members not taking leave for justifiable reasons as described in this article shall receive priority in their next leave application.

32.5.1.4 A Member on leave is normally expected to leave the University during the period of their leave except, in exceptional circumstances, where a Member is expected to not leave the University during their leave. However, in normal circumstances, it is the responsibility of the faculty Member to satisfy their Dean that they should not have to leave the University during their leave. Before going on sabbatical leave, a faculty Member or Librarian Member shall provide their Chair and Dean (or Dean of Library and Multicultural Learning) with a forwarding address.

32.5.1.5 Members leaving the University during their leave may be required to make their office available for the use of another Member during their leave should that office space be needed. A Member on leave retains returning rights on their office, however, and shall return to it after the leave. Members on leave shall not participate in any governance activities of the University, of their Department or School, except in matters pertaining to appointments should the Member so wish.

32.5.2 Process and Procedures (General)

32.5.2.1 In order to qualify for a sabbatical or professional leave of one academic year, a tenured member at the rank of Assistant Professor or above must meet the following conditions:

(a) have taught at least six (6) years since initial appointment at CBU or since returning from their last sabbatical or professional leave, whichever is more recent;

(b) make their leave arrangements (including satisfying programs needs arising from their absence) to the satisfaction of their Department and Dean;

(c) have their leave project recommended by **their** Department and Dean and approved by the Vice President, Academic and Provost.

32.5.2.2 In order to qualify for a sabbatical or professional leave of six (6) months (covering one term), a tenured member at the rank of Assistant Professor or above must meet the following conditions:

(a) have taught for the later of at least three (3) years since initial appointment at CBU or since returning from their last sabbatical or professional leave;

(b) make their leave arrangements (including satisfying programs needs arising from their absence) to the satisfaction of their Department and Dean;

(c) have their leave project recommended by their Department and Dean and approved by the Vice-President, Academic and Provost.

(d) for Faculty Member with a 3/2 teaching load 6 month sabbaticals will alternate between terms with a 3 course (9 credits) and two course (6 credits) teaching assignment.

32.5.2.3 Librarians are eligible for professional leaves of up to six (6) months. To be eligible for such a leave, a librarian must meet the following conditions:

(a) have worked at the University library for at least six (6) years since initial appointment at CBU, or since returning from their last professional leave;

(b) arrange their professional leave to the satisfaction of the Dean of Library and Multicultural Learning;

(c) have their leave project recommended by the Dean of Library and Multicultural Learning and approved by the Vice-President, Academic and Provost.

32.5.2.4 (a) A member who proposes to take a sabbatical or professional leave must make an application in writing to the Dean of their School or Dean of Library and Multicultural Learning with, in the case of a faculty member, a copy to the Departmental Chair. In considering a Faculty Member's proposal for sabbatical, only tenured or tenure-track faculty members have the right to vote on the Department's recommendation. The Dean of Library and Multicultural Learning will ask the Librarian members to call a meeting to review the application.

(b) For leaves of one academic year or of six (6) months commencing July 1st, the application shall be made before the 1st of September of the Academic Year preceding that in which the Member proposes to begin the period of leave. For leaves of one year or six (6) months beginning January 1st, the application must be made before February 1st of the preceding year. The Department Chair or the Librarian Members, in the case of a Librarian application, shall forward the Department's recommendations on approval of the leave project to the Member and the Dean/Dean of Library and Multicultural Learning no later than September 21st in cases of leaves beginning July 1st and no later than February 15th in cases of leaves beginning January 1st.

32.5.2.5 Leave applications shall include, but not be limited to:

(a) an up-to-date CV;

(b) advice of the length of time since the applicant's initial appointment or last leave, if appropriate;

(c) a detailed statement of the leave project, its nature, purpose and why, if granted, it will satisfy the requirements of clause 32.5.1.1 or of clause 32.6.1, whichever is applicable.

(d) for second or subsequent leaves, a detailed statement indicating what the applicant accomplished in research during their last sabbatical and in the intervening years since their last sabbatical.

(e) advice of where the applicant is planning to spend the leave.

32.5.2.6 (a) The Dean or the Dean of Library and Multicultural Learning shall forward their recommendation on approval of the leave project to the Member, copied to the Vice-President, Academic and Provost by October 7 (for leaves beginning July 1) or March 7 (for leaves beginning January 1). If the Vice-President, Academic and Provost agrees with the Dean/Director's decision, they will inform the Member, the Dean/Director and the Department by November 21 for leaves beginning July 1 and by April 21 for leaves beginning January 1.

(b) In cases where, in the view of the Vice-President, Academic and Provost, the leave is approved but cannot be accommodated at the proposed time, the leave may be deferred once, for up to 18 months. In the case of a deferral, the Member, the Department and the Dean will be informed by the Vice-President, Academic and Provost by November 21.

32.5.2.7 Appealing the Denial of Leave

The SAIL Committee shall hear appeals in the event that a recommendation for approval has not been granted by a Dean and shall be comprised of the following members, all of whom have voting rights:

(a) Dean of Research, Teaching and Graduate Studies who shall be the Committee Chair;
(b) One faculty member elected from each of the four Academic Schools;
(c) A Librarian elected by University Librarians.

The Committee shall select a secretary from among its members.

32.5.2.8 The term of each elected member of the SAIL Committee shall be two years. A maximum of two consecutive terms may be held by any one elected member. Expiration dates shall be arranged so that approximately one-half of the elected members will be replaced each year.

32.5.2.9 In no instance, shall a Member evaluate their own case and all Committee Members shall be subject to Article 21 (Conflict of Interest).

32.5.2.10 In cases where a leave is to begin on July 1, the Dean shall, by October 7, inform each applicant of the initial advice. In cases where the application has not been accepted by the Dean, the applicant has the right to present their case in person before SAIL. Such request must be submitted to SAIL by October 21. Such a meeting shall occur by November 1. SAIL will then consider the application and the advice of the Dean and Department, either reaffirming or altering it, and shall forward its final advice to the Vice-President, Academic and Provost by November 7. The Vice-President, Academic and Provost shall inform the Member, the Department Chair and the Dean of their decision by November 21.

32.5.2.11 In cases where a leave is to begin on January 1, the Dean shall, by March 7, inform each applicant of the advice. In cases where the application has not been accepted by the Dean, the applicant has the right to present their case in person before SAIL. Such appeal request must be submitted to SAIL by March 21. Such a meeting shall occur by April 1. SAIL will then reconsider the application and the advice of the Dean and Department, either reaffirming or altering it, and shall forward its final advice to the Vice-President, Academic and Provost by April 7. The Vice-President, Academic and Provost shall inform the Member, the Department Chair and the Dean of their decision by April 21.

32.5.2.12 In the event that SAIL and the Vice-President, Academic and Provost rejects a requested leave, the Vice-President, Academic and Provost shall provide to the Member written reasons for their decision.

32.5.2.13 Faculty Members proceeding on a leave shall receive:

(a) For a one-year leave after six years, or a six-month leave after three years (six regular terms), remuneration shall be 85% of salary;

(b) For a one-year leave after seven years, or a six-month leave after seven regular terms, remuneration shall be 90% of salary;

(c) For a one-year leave after eight years, or a six-month leave after eight regular terms, remuneration shall be 95% of salary;

(d) For a one-year leave after nine years, or a six-month leave after nine regular terms, remuneration shall be 100% of salary;

(e) Where the total of support to an employee from the Employer, other employers, outside granting agencies, and any other source during the term of their sabbatical leave exceeds one hundred and ten percent (110%) of their salary of record, then the Employer shall reduce its level of support by the excess. The onus is on the employee to provide the relevant information to the Employer.

A Faculty Member proceeding on leave shall receive the grid step increment they normally would receive had they not been on sabbatical leave.

32.5.2.14 Librarians proceeding on a six month professional leave shall receive 75% of the full salary to which they are entitled if they have worked for three (3) years since their return from a previous leave and thereafter according to the following:

(a) 85% for four years (i.e. in their second year of eligibility for professional leave);
(b) 95% for five years (i.e. in their third year of eligibility for professional leave);
(c) 100% for six years (i.e. in their fourth year of eligibility for professional leave).

A librarian proceeding on leave shall receive the grid step increment they normally would receive had they not been on professional leave.

32.5.2.15 At the Member's request, the University may designate a portion of the Member's salary for the support of a research grant for travel and other expenses (to a reasonable amount and which is consistent with taxation laws). Such an amount is to be deducted from the amount of the salary support to which a Member is entitled, subject to applicable tax requirements.

32.5.2.16 Within three months of returning from leave, Members shall submit to the Chair of SAIL, their Dean and the Vice-President, Academic and Provost a written report on the work accomplished during their leave. The time for doing so shall date from January 1st for leaves ending on December 31st of the previous year or from July 1st for leaves ending June 30th. The Member shall also make a presentation to the University Community on the results/benefits of their leave. The SAIL shall make an initial advice whether the report is acceptable or not and so report to the Member. Should SAIL's initial view be that the report is unacceptable, the Member shall be entitled to meet with SAIL within two weeks of receiving such advice. SAIL shall reconvene within a week of such meeting and consider whether to affirm or revise its initial view. SAIL will then forward to the Vice-President, Academic and Provost its final advice, with a copy to the candidate, by May 1 for leaves ending December 31 and by December 1 for leaves ending June 30. The Vice-President, Academic and Provost shall determine within three (3) weeks of receiving SAIL's final advice whether the report is acceptable or not and advise the Member and the Chair of SAIL of their decision within that time and written reasons when the Vice-President, Academic and Provost determines the report is unacceptable. A report which is not accepted by the Vice-President, Academic and Provost may be taken into account by SAIL and the Vice-President, Academic and Provost when the next leave proposal from that Member is considered.

32.5.2.17 Upon completion of the leave, the employee shall be required to return to the University for a period of time at least equal to twice the length of the leave. An employee who fails to return to the University shall reimburse the University for the compensation received

from it during the leave. Should the employee return for a period of time less than twice the length of the leave, reimbursement will be calculated proportionally.

32.6 Industrial (Cross-Sectoral) Leaves

32.6.1 The University recognizes the need for some faculty Members, Nursing Practice Educators and Laboratory Instructors to combine their academic pursuits with experience in organizations outside a university setting (e.g. industry, government, health care settings, public education administration, non-profits, and organizations in other sectors of the economy) order to increase their knowledge, qualifications or skills by interacting with colleagues, in other organizations, or furthering their research or scholarship in combination with, other organizations, in order to enhance their qualifications and skills so as to better discharge their duties and representations to the University. In such cases, industrial leaves (cross-sectoral) of either one year or six months (covering one term) beginning either January 1 or July 1 may be granted for Members holding tenured appointments at or above the rank of Assistant Professor, Nursing Practice Educators or for Laboratory Instructors and following the same procedures, as those set out in clause 32.5.2 of this Article.

32.6.2 Members granted an industrial (cross-sectoral) leave are normally expected to work out financial arrangements with the organization with whom they shall be working to cover at least 50% of their salary. For Members granted industrial (cross-sectoral) leaves the University will pay salary support in the same amounts as specified in clause 32.5.2.13(e).

32.7 General

32.7.1 Members on leave as defined in this Article shall continue to receive all fringe benefits (provided they comply with any benefit plan requirements which apply to persons on leave), shall be eligible for any grid step increment to which they would have moved had they not been on leave, all salary increases on the same basis as other Members at the University, and shall suffer no loss in salary, rank, position or years of service because of such leave. A Member on leave shall also continue to be a member of the bargaining unit, and their Association dues shall be deducted by the University from the Member's salary during such leave. For greater certainty, the University and the Member shall maintain their respective contributions for the pension plan and premiums for other benefit plans with such contributions and/or premiums and the benefits from those plans to be based on the Member's nominal, not reduced, salary.

32.8 Research Grant in Lieu of Salary

This program is established to provide faculty members (tenured or tenure-track) or Librarians/Nursing Practice Educators (permanent) an opportunity to support research through grants in lieu of salary. Where another Member is collaborating as part of a research team on an approved research project at the University, this Article may apply.

For greater clarity, this clause does not, in any way, alter the duties and responsibilities of the Member as set out in the Collective Agreement.

Grants are awarded through a process of peer review (Research and Academic Institutes Policy Committee (RAP) of Senate) from the salary of the successful applicant. Guidelines of RAP are appended to the Collective Agreement and may be amended from time-to-time by the Committee with agreement of the parties to the Collective Agreement.

Minimum amount of grant $1500.

Bona fide research projects under this program are described in Research Grants Interpretation Bulletins as issued from time to time by Canada Revenue Agency (CRA).

In such cases, the regular T4 tax form will show the reduced salary and a supplementary T4A tax form will be issued in the amount of the University Research Grant for the year. The researcher must report the expenditures to CRA with their annual tax return. The researcher will administer the grant and full records of expenditures and supporting documentation must be retained. It must be emphasized that it is the researcher's responsibility to deal with CRA on tax related matters.

The University will not become involved in discussions or negotiations with CRA.

See Schedule C for more detail on application guidelines and conditions.

ARTICLE 33

33 FACULTY PROBATION, PROMOTION AND TENURE

33.1 The Committee on Probation, Promotion and Tenure

33.1.1 The Committee on Probation, Promotion and Tenure (referred to in the balance of this Article as the "Committee") exists for evaluation of teaching, research, and service, pursuant to clauses 33.8, 33.9 and 33.10, in all matters of review and renewal of probationary contracts, tenure (including appointments with tenure), and promotion (including initial appointment at the ranks of Associate Professor and Full Professor) except as provided for under Article 35.1.5 (b).

33.1.2 The Committee shall also consider the case of any person who is to be hired from outside the bargaining unit for an Academic Administrator position, where that person is also to be appointed a professor at a rank and/or with tenure. Where the administrative position is that of the President of **the University**, the Employer shall direct to whom the resulting recommendation is to be forwarded.

33.1.3 All work of the Committee shall be governed by the highest standards of integrity, fairness, professionalism, discretion, equity, **inclusion and the principles of reconciliation**. Further, the Committee, and each of its members, shall avoid the reasonable apprehension of bias and will give purposive interpretations of relevant provisions of this Article. In particular, the Article on Non- Discrimination of this Agreement shall apply to the work of the Committee.

Committee members will vote on all individual areas of assessment and should not abstain from voting unless there is a conflict of interest.

Committee members through the Committee Chair are responsible to identify in a timely manner all information requirements necessary to facilitate the voting process.

33.1.4 The Committee shall make recommendations to the President of the University on the matters listed in 33.1.1 in accordance with the terms of this Agreement by assessing the requirements specified in clauses 33.7, 33.8, 33.9, 33.10, 33.11, 33.12, 33.13, and 33.14 of this Article.

33.2 **Complement and Composition of the Committee**

33.2.1 The Committee comprises two tenured faculty Members from each of the Schools who shall be elected by the faculty Members at rank who are members of the bargaining unit and the Associate Vice President, Academic and Research and one of the School Deans who holds a rank pursuant to this Agreement, selected by the Employer, or the Vice-President, Academic and Provost. **Only full-time faculty Members who are not on a leave, who hold tenured appointments (not limited term appointments), and who are Members of the bargaining unit may be members of the Committee. These members shall be elected by tenured faculty Members who are Members of the bargaining unit. Ex-officio members of the Committee are the Associate Vice President, Academic and Research and one of the School Deans who holds a rank pursuant to this Agreement, selected by the Employer, or the Vice-President, Academic and Provost.**

33.2.2 The faculty Members on the Committee shall have at least one from each of the ranks of Associate Professor and Full Professor. **Tenured f**aculty members at the rank of Assistant Professor **may** be included on the Committee, but in no case shall there be more than two Assistant Professors on the Committee.

33.2.3 The term of each elected member of the Committee shall be two years **starting in July 1 of the year they are elected and ending on June 30 two years later**. A maximum of two consecutive terms may be held by any one elected individual. Expiration dates shall be arranged so that approximately one-half of the elected members will be replaced each year.

If a Committee member is unable to complete their term, the vacancy is to be reported to the Chair of the Committee who shall notify the relevant school,

which shall fill the vacancy by an election. The results of the election will be forwarded to the Chair of the Committee, Vice-President Academic and Provost and the President of the Association.

A member who has vacated their term on the Committee can only return to the Committee if elected as per Article 33.2.4.

33.2.4 Each School will **elect** candidates to be considered for membership on the PP&T Committee **early in the calendar year but** no later than February 28. The slate of **elected members** will be forwarded to the Nominating Committee for information purposes at the Annual General Meeting of CBUFA.

33.2.5 Officers of the Committee shall include a Chair and a Secretary, chosen from among the members of the Committee. **The terms of the Chair and the Secretary are for one year.** The Secretary shall be responsible for keeping detailed minutes of proceedings of the Committee with particular emphasis on summarizing the essence of the key points made in discussions leading to the Committee's votes on whether candidates satisfy the criteria relevant to recommendations being made and any conclusions which the Committee determines may be useful precedents or guidelines for future deliberations by the Committee. At the conclusion of the Committee's proceedings for that year, the Secretary shall deposit a full **electronic** copy of the Committee's minutes with the Office of **the President of the University**.

Minutes and other Committee records will be held in the Office of the President **of the University** for a period of three (3) years.

33.2.6 **All Members appointed to serve on the Committee, or on a proxy committee, shall, at the outset of their appointment and prior to participating in any deliberations, successfully complete University-CBUFA approved training in anti-bias decision-making and equity-based evaluation frameworks. Members that have received the same training in previous academic years will be exempt.**

The purpose of this training is to ensure that all Committee members carry out their responsibilities in an efficient, fair, impartial, and equitable manner.

33.3 **Procedures of the Committee**

33.3.1 A quorum of the Committee for each case on which it deliberates shall be the Committee's full membership, reduced by any members excluded from a particular case by reason of conflict of interest, **bias, interpersonal conflict or otherwise,** times 50%, plus two **rounded up to the nearest whole number**.

33.3.2 The Committee shall have access to the available minutes of the Committee proceedings for the three (3) Academic Years preceding the given year as well as the Department letter, the Candidate's letters and the Dean's letter related to a candidate's previous review, renewal, tenure or promotion application provided such letters were submitted

within the previous three (3) Academic years preceding the given year. Such minutes and letters will be made available by the **Office of the President of the University** at the request of the **Chair of the** Committee.

33.3.3 Decisions of the Committee shall be made by majority vote. **Decisions on ratings of candidates shall be made by majority vote and by secret ballot.**

33.3.4 The Chair of the Committee shall make available to members all documentation at least one week prior to a meeting.

33.3.5 The Committee shall have available and shall consider:

(a) all documentation presented by the candidate;
(b) the written report of the Department(s), pursuant to clause 33.5.2;
(c) the written recommendation of the candidate's School Dean(s), pursuant to clause 33.6.1 and 33.6.2;
(d) student evaluation of teaching, pursuant to clause 33.8.2;
(e) **written or oral contributions by Elders and/or Knowledge and Language Carriers, if appropriate; and**
(f) any other documentation provided for by this Agreement, and only such documentation.

33.3.6 The Committee shall not be bound in its decisions by the recommendations of the Department(s), the Dean(s), or by any other decision of a previous Committee.

33.3.7 In all cases, professional designations, degrees, certificates, **recognition of Indigenous Knowledges,** and diplomas equivalent to Master's and Doctoral degrees will be recognized. Business, professional or artistic experience where relevant and valuable to the discipline shall be considered by the Committee in lieu of advanced academic degrees or teaching experience, for the purpose of appointment to Associate or Full Professor or promotion to the rank of Assistant Professor, Associate Professor, or Full Professor. Degrees, certificates and diplomas offered by Members as evidence of their qualifications to hold a position at a specific rank must be earned from a recognized and accredited institution. **For Indigenous candidates, the recognition of Indigenous Knowledge equivalency to a graduate degree would ordinarily take place at the time of appointment.**

33.3.8 The Committee may provide, for the convenience and guidance of candidates, one or more standard application forms, but any failure by a candidate to use such a form will not prejudice any application, but this shall not detract from the candidate's obligations pursuant to clause 33.4. Any such form provided by the Committee shall not privilege any specific element(s) of the academic career.

33.3.9 The Committee will allow each candidate to review and to respond to all materials mentioned in 33.3.5 b) through e), inclusive pertinent to their case. All further documentation must be sent by the Candidate through the Chair **of the Committee**.

33.3.10 The Committee, by majority vote, may request a meeting with any candidate at any point in its deliberations for the purpose of having a candidate respond to questions the Committee may have on matters relevant to its consideration of the application. **In the case of an Indigenous candidate, an Elder or a Knowledge and Language Carrier may provide materials or information and speak to the Committee members, at the applicant's request, prior to the Committee's deliberations.**

33.3.11 Upon receipt of further information from a candidate, (including responses to recommendations from the Dean(s) or Department(s), as provided for in 33.4.2) and as specified anywhere in this Agreement, or after a meeting with the candidate as provided in 33.3.10), the Committee shall reconvene to deliberate on the additional material and/or information it has received.

33.3.12 In making its recommendation and/or providing feedback, the Committee shall have regard to the type of application, that is review, renewal, tenure, or promotion. In assessing the three areas of teaching, research, and service pursuant to clauses 33.8, 33.9, and 33.10, the Committee shall make a specific finding on each of those areas respecting the accomplishment of each candidate by using the ratings of (i) **unacceptable**; (ii) **acceptable; or** (iii) excellent. A determination by majority vote will be made regarding the rating of each of the assessed areas and a record of these results shall be communicated to the candidate. The Committee shall make its recommendations based only on the criteria listed in this article.

33.3.13 In considering a recommendation for deferral, the Committee shall be satisfied that an individual may achieve minimum standards to become a candidate for tenure at the conclusion of the deferral period. Candidates will normally be considered for a one **(1)** year deferral. Only in the case of extenuating circumstances will a two **(2)** year deferral be justified. Extenuating circumstances shall be supported by evidence. Under extenuating circumstances, the candidate's application may include a request that the Committee consider a deferral of one or two years. The Committee reserves the right to deny such request for deferral and will give consideration to deferral only after conducting a full review of the applicant's tenure application.

33.3.14 The Committee shall forward its final recommendation to the President of the University in accordance with the deadlines specified in clause **33.4.8 and** 33.18. At the same time, the Chair **of the Committee** shall send a copy of the recommendation to the candidate**, with a copy to the candidate's Department Chair and School Dean**.

33.4 **The Candidate**

33.4.1 (a) No later than **15** September of the Academic Year in which an application for renewal, promotion or tenure is to be considered, the candidate (only faculty Members holding probationary tenure-track or tenured appointments are eligible to make an application under this Article) shall forward to the Office of the Vice-President, Academic and Provost, an electronic copy (in PDF format) of the

application, and shall at the same time advise in writing the Dean(s) of the School(s) concerned and Department Chair that such application has been submitted. The Vice-President, Academic and Provost, will ensure access to the submitted documents will be provided to the Department, the Dean and members of PP&T Committee. It is the responsibility of the candidate to ensure that their application contains only complete and accurate information. Failure by the potential candidate to make the required application for renewal (see clause 33.11) or tenure (see clause 33.12) shall conclusively be deemed a resignation of their employment at the University effective the **30** June immediately following.

The year of the candidate's appointment to the tenure-track position is the deciding factor for the application. For example, a candidate's tenure-track appointment on 1 July 2025 (or 1 January 2025, or 1 May 2025, or 15 August 2025, or 1 December 2025) will submit an application for review for 15 September 2026, renewal for 15 September 2027, and tenure for 15 September 2029.

E.g. A candidate who started their probationary contract in 2025 can apply for regular promotion to Associate Professor no earlier than 15 September 2029 (see clause 33.13.1.3 b). Such promotion, if granted, will be effective 1 July 2030. An early promotion to Associate Professor can be submitted on 15 September 2027 (see clause 33.13.7.a). Such promotion, if granted, will be effective 1 July 2028.

E.g. A candidate who was promoted to Associate level as of 1 July 2025 can apply for regular promotion to Full Professor no earlier than 15 September 2034 (see clause 33.13.1.4). Such promotion, if granted, will be effective 1 July 2035. An early promotion to Full Professor can be submitted on 15 September 2029 (see clause 33.13.7.b). Such promotion, if granted, will be effective 1 July 2030.

(b) In special circumstances, such as very serious illness, adoption or birth of a child, or in other situations where the candidate has been on approved leave of absence or is scheduled to take leave of absence, consideration will be given to

(i) relieving against strict compliance with the required application deadlines and/or

(ii) a request that the decision on renewal or tenure be deferred, and that mutually agreeable alternative dates be established including the date for final decision on tenure.

Such request shall be submitted to the Vice-President, Academic and Provost, copied to the appropriate School Dean, and be for a maximum of one **(1)** year with a possible consideration for an additional **one (1)** year.

(c) By no later than **30 June** of the year preceding the Academic Year in which mandatory consideration for renewal or tenure is to occur, the Office of the Director of Human Resources will notify in writing each Member who is eligible for such consideration. **The Department of Human Resources will provide by 30 June a complete list of all candidates for review, renewal, and tenure to the Chair of the Committee, along with notice to the Member' relevant Chair of the Department and School Dean.**

(d) No member will be eligible to be granted tenure if completion of a doctoral degree is a condition of employment as stated in the letter of appointment and if the member has not successfully completed the doctoral degree. The member may request a deferral and shall submit a complete application under Article 33. The Committee will consider whether or not to recommend a deferral in accordance with provisions related to deferral under Article 33.

(e) **In the case of a cross appointment, the candidate will choose which Department submits its report (see rules of proxy committee as per Article 33.5.4, if necessary). The candidate's Dean shall take into account the candidate's activities in each Department for their recommendation.**

(f) **If a candidate had a full-time permanent appointment of the same nature at the University immediately preceding the tenure-track or tenure appointment, the candidate can choose which start date for timeline they desire. However, a candidate cannot choose different start dates for different applications.**

33.4.1.1 It is the responsibility of the candidate to provide complete and accurate documentary evidence as specified in 33.4.1.2. **Should the Committee determine that an application is incomplete, the Chair of the Committee shall promptly notify the candidate in writing and request the missing materials or a written explanation demonstrating an exigent circumstance or other reasonable justification within a reasonable deadline. If the documentation and/or justification is not provided, the application may be deemed incomplete and will not be assessed by the Committee.**

33.4.1.2 In addition to dossiers required by Articles 33.8.1, 33.9 and 33.10, the candidate shall provide the following documents with the candidate's application:

(a) an up-to-date curriculum vitae;

(b) a statement of the candidate's accomplishments and objectives in teaching, research/scholarly/creative activities, and service;

(c) a list of university level courses the candidate is teaching or has previously taught;

(d) **links to** representative **research outputs (refer to Article 33.9)**

(e) teaching evaluations for up to five (5) years while at the University;

(f) representative examples or evidence of Indigenous Scholarship; and

(g) other relevant material which the candidate wishes to place before the Committee.

33.4.2 Should the candidate wish to respond to the recommendation(s), no later than **17** November (see 33.18.1) following receipt of the Dean's recommendation(s) (see clause 33.6.1) and of the Department's recommendation(s) (see clause 33.5.3) to the Committee, the candidate shall forward a written response directly to the Chair of the Committee.

33.4.3 Failure by a candidate to respond to any recommendation made concerning their application shall not prejudice the substantive consideration of such application and shall only be considered as the candidate choosing not to respond.

33.4.4 The candidate shall provide in writing any additional responses or documentation which the Committee requires upon the specific request of the Chair of the Committee in writing. Adequate notice shall be provided to the candidate, and a specific, reasonable deadline for response stated (in no case less than ten (10) working days). Should the candidate fail to provide a timely response to the Committee, the Committee may then proceed to a decision on the case based on whatever evidence is available.

33.4.5 The candidate shall receive a copy of the Committee's proposed recommendation to the President **of the University** no later than **15** January in cases of renewal or tenure, or promotion.

33.4.6 If the candidate wishes to respond to the proposed recommendation, the candidate shall forward a written response directly to the Chair of the Committee no later than **22** January in cases of renewal or tenure, or promotion.

33.4.7 Any candidate, upon receipt of a request for additional information as provided in 33.4.4, or upon receipt of the proposed recommendation may request, in writing, and on reasonable notice, shall be afforded an opportunity to meet with the Committee, provided that such meeting shall occur no later than **5 February** in cases of renewal or tenure, or promotion. **In the case of an Indigenous candidate, an Indigenous Elder or a Knowledge and Language Carrier may accompany the candidate at the meeting, at the applicant's request, may provide materials or information and speak to the Committee members prior to the Committee's deliberations.**

33.4.8 Following the Committee's deliberations on the candidate's response made pursuant to 33.4.6, or the meeting referred to in 33.4.7, the President of the University shall receive

the final recommendation of the Committee, together with copies of the entire documentary record of proceedings of the Committee including, but not limited to, all reports, recommendations, correspondence and other documents exchanged between the candidate or any other person and the Committee, and any other document considered by the Committee in making its recommendation, no later than **15 February** in cases of renewal or promotion. A copy of the recommendation shall be simultaneously received by the candidate **and the Department Chair and School Dean**.

33.4.9 Except as provided in this Article, the candidate shall communicate with the Committee only through the Chair **of the Committee**. The candidate shall not communicate with the Committee through an intermediary, nor will the Committee or any of its members accept such interventions or otherwise discuss the case with any other person except as specified in this Agreement or as may be required by law.

33.5 **The Department**

33.5.1 Procedures

33.5.1.1 Whenever any of its members becomes a candidate for review, renewal, tenure or promotion, the Department shall assess the member in respect of the requirements specified in clauses 33.7, 33.8, 33.9, 33.10, 33.11, 33.12, 33.13, and 33.14 below.

33.5.1.2 A full-time faculty Member who holds a permanent appointment and non-faculty members who are members of the bargaining unit and the department, probationary tenure-track appointments (not limited term appointments) and who are members of the bargaining unit shall have a right to contribute to but not vote on the Department's recommendation to the Committee. Only faculty Members who hold tenured appointments and former tenured faculty members who hold Post Retirement Modified Workloads shall have the right to contribute and vote on the Department's recommendation to the Committee. Administrators who hold tenured faculty appointment (other than those directly involved in PP&T process) may be invited by the Department to participate and vote. The Department Chair will be permitted to vote according to their Departmental By-laws. **Faculty members on sabbatical leave or seconded to other duties are allowed to participate and vote on a candidate's application.** All above noted individuals must be present **in person** at the Department meeting in order to cast their vote. **Voting shall occur by a secret ballot process.**

33.5.1.3 Each candidate making application for review, renewal, or promotion shall be given the opportunity to appear before the Department to speak **and present** to their application before the Department begins its deliberations. **In the case of an Indigenous candidate, an Elder or Knowledge and Language Carrier may accompany the candidate to the meeting, at the applicant's request, may provide materials or information and speak to the department prior to the department's deliberations.**

The purpose of this presentation shall be for the candidate to provide an overview and context for the application. It shall not prejudice the substantive

consideration of the candidate's application should they choose not to partake in this opportunity.

33.5.2 The Department's recommendation to the Committee shall include a brief statement of the procedures followed that led to the recommendation and the Department's recommendation on the application that shall reflect only the requirements specified in clauses 33.7, 33.8, 33.9, 33.10, 33.11, 33.12, 33.13, and 33.14 below and reasons for that recommendation; and an indication that the recommendation was properly approved by the Department (i.e. which no formal defect or technical irregularity invalidates). The Department's recommendation, must have due regard for the requirements of the aforesaid clauses, is required to contain the specific ratings of teaching, research and service which the Committee is required to make pursuant to clause 33.3.12, and is to be an overall evaluation of the candidate's teaching, research and service. **The Department shall contextualize the output in the areas of research and teaching with respect to the candidate's respective discipline.** The Department shall make a recommendation only on the criteria listed in this Article.

33.5.3 **The Chair of the Department shall provide a draft statement of the recommendation to the Department members of the bargaining unit (excluding the candidate) for accuracy and comments.** The Chair of the Department shall forward the recommendation of the Department to the Chair of the Committee and the candidate by **21** October except for cases of review of a probationary contract (see clause 33.11). A copy of the recommendation shall be sent simultaneously to the candidate's **School** Dean(s).

33.5.4 In the event that a Department does not have at least three (3) tenured members to conduct an **assessment** of the candidate, the Vice President, Academic and Provost and the Association in consultation with the candidate will put in place a proxy committee to assess the candidate**, with notice to the Chair of the Committee. Every effort will be made to form a proxy committee with diverse representation.**

Other members of the bargaining unit that satisfy conditions laid out in clause 33.5.1.2 can participate in the proxy committee meeting but shall not vote on the proxy committee's recommendation. The proxy committee will elect its chair from the voting members and follow procedures laid out in clause 33.5.1.2.

33.5.5 To assist the committee in its deliberations, departments may prepare a "Statement Concerning Research in (Discipline)". The statement will describe the research approach generally accepted within a discipline and its sub-disciplines, **including Indigenous context,** highlighting priorities generally accepted by faculty within those areas. The statement will refer to research within a discipline, as enacted in the CBU research context, but should not refer to any specific candidate's research. The statement will discuss issues that might be pertinent to

the committee's deliberations in evaluating a candidate's dossier, as an aide to Committee members who are unfamiliar with research in that discipline. Specific issues to be addressed may include: the priority placed on peer reviewed articles, books, conferences, public presentations, advocacy work, and other means of dissemination; differences among disciplines and sub-disciplines; qualitative and quantitative approaches; **the nature of Indigenous Scholarship and processes of Indigenous Knowledge transmission, revitalization, and/or application;** and any other issues that affect the evaluation of research dossiers within a discipline under this Article. Where it has been duly completed and accepted by the Department, the Employer, and the Association, the statement will be used by the Committee and by external referees (where applicable).

33.6 **The Dean**

33.6.1 The Dean shall forward a copy of their recommendation to the Chair of the Committee, and a copy to the candidate **and the Chair of the Department** by **7** November**.**

33.6.2 The Dean's recommendation shall reflect only the requirements specified in clauses 33.7, 33.8, 33.9, 33.10, 33.11, 33.12, 33.13, and 33.14 below and reasons for that recommendation. The Dean's recommendation, must have due regard for the requirements of the aforesaid clauses, is required to contain the specific ratings of teaching, research and service. **The Dean's recommendation is also** to be an overall evaluation of the candidate's teaching, research and service. The Dean shall make their recommendation only on the criteria listed in this Article.

33.7 **Requirements for Probationary Contract Review and Renewal, Tenure and Promotion**

33.7.1 a) In assessing a candidate for purposes of probationary contract review or renewal, tenure, or promotion, the Committee, the Department and the Dean shall consider all of the following elements of a candidate's career:

- academic and/or professional qualifications;
- years of service at rank;
- teaching as referred to in Article 18.2 (referred to herein as "teaching");
- research (pure or applied)/scholarly/creative activities, **including Indigenous Scholarship as appropriate,** as referred to in Article 18.3 (referred to herein as "research"); and
- service as referred to in Article 18.4 and 18.5 (referred to herein as "service").

b) Ratings for the three assessment areas will be the standard ratings of excellent, acceptable and unacceptable. It is recognized that these terms will represent different levels of commitment and achievement commensurate with tenure and the various ranks of appointment (i.e. **A**ssistant, **A**ssociate, **F**ull **P**rofessor).

33.7.2 The Committee, the Department and the Dean shall consider that teaching, research and service are not mutually exclusive; that this clause does not purport to create three disjoint areas of accomplishment. In assessing the balance among the three areas, consideration must also be given to Members whose appointment requires greater emphasis on research, i.e. Research Chairs, and the subsequent expectation of quantitative accomplishment in the other two areas.

33.7.3 In considering whether a Member should have their probationary appointment renewed, the Committee, the Department, and the Dean shall:

(a) assess whether the candidate has met the criteria and required standards of accomplishment referred to in clauses 33.7, 33.8, 33.9, 33.10, 33.11 and 33.14; and

(b) assess whether the candidate has satisfied their general employment responsibilities as specified in Article 18.

33.7.4 In considering whether a Member should be promoted, the Committee, the Department, and the Dean shall:

(a) assess whether the candidate has met the criteria and required standards of accomplishment referred to in clauses 33.7, 33.8, 33.9, 33.10, 33.13 and 33.14; and

(b) assess whether the candidate has satisfied their general employment responsibilities as specified in Article 18.

33.7.5 In considering whether a Member should be granted tenure, the Committee, the Department, and the Dean shall:

(a) assess whether the candidate has met the criteria and required standards of accomplishment referred to in clauses 33.7, 33.8, 33.9, 33.10, 33.12 and 33.14; and

(b) assess whether the candidate has satisfied their general employment responsibilities as specified in Article 18.

33.8 **Assessment of Teaching**

33.8.1 Each candidate will submit a teaching dossier as part of their application. The teaching dossier shall contain a statement of teaching philosophy describing the candidate's objectives, beliefs, and values in order to demonstrate how the candidate's teaching activities reflect the espoused philosophy. For the purposes of this Article, evidence provided on the following will be considered when a faculty Member's teaching and guidance of students is being assessed:

(a) **Links to** calendar descriptions, course outlines, sets of goals and expectations, special features, interrelationship with other courses and program requirements;

(b) brief analytical description of classroom practices and techniques, laboratory components, and support materials;

(c) description of student **assessment**, including a description of marking standards;

(d) **written or oral input from Elders and Knowledge and Language Carriers may be submitted by an Indigenous candidate;**

(e) course evaluation summaries and comments for all courses taught during the most recent five (5) consecutive years of teaching. Candidates with an interruption in the most recent five (5) years of teaching shall provide evaluation summaries and comments from the most recent five (5) years of teaching. Any candidate with fewer than five (5) years of teaching shall submit all evaluations summaries and comments from courses taught at CBU since the date of hire and may opt to include evaluations of courses taught elsewhere, to a maximum of five (5) years of teaching.

Such instruments will be consistent with any provision of this Collective Agreement:

(f) teaching practices and their evolution over time;

(g) supervision of honours and/or special topics students;

(h) supervision of students completing practica or graduate students;

(i) organization of field trips, laboratories or clinical practica;

(j) involvement in curriculum development and the development of new courses;

(k) innovation in teaching pedagogy as shown by, for example, the effective use of innovative teaching aids and techniques, or the development of instructional materials for use in the candidate's own classes or elsewhere;

(l) publication or production of original materials related to teaching effectiveness, such as books, articles, films or recordings, or presentations on teaching at conferences;

(m) organization and direction of workshops on teaching techniques and teaching effectiveness;

(n) formal recognition of teaching excellence through receipt of university, regional or national teaching awards, **or in the case of Indigenous candidates, recognition by Elders and/or Knowledge and Language Carriers, and/or regional or national Indigenous organizations; and**

(o) Academic advising and academic counseling consistent with Articles 27.2.7 and 18.1(a).

All faculty Members are subject to being assessed on those of the above items and in 33.8.2 that apply to their teaching activities. It is not the intention of the Parties that they comprise an exclusive, mandatory or exhaustive list, or that they must be given equal weight, or that other evidence be excluded.

33.8.2 A course evaluation of each course Faculty Members instruct shall be conducted using the Senate approved Teaching Evaluation Instrument in accordance with the procedures of the Teaching Learning and Evaluation Committee of Senate and as approved by Senate. Courses with less than five (5) students registered shall not be evaluated unless requested by the Faculty Member. The Dean shall review the evaluation and follow up with the Faculty Member concerned as appropriate. The Member's Department Chair will be provided with access to the evaluations. The evaluations will be deposited in the Faculty Member's electronic personnel file in the office of the Director of Human Resources.

33.9 **Assessment of Research**

Assessment of research will respect both the existence of different knowledge traditions, including the traditions associated with conventional academic scholarship as well as traditional or Indigenous Knowledges, and differences in the ways knowledge is acquired, generated and transmitted.

Each candidate will submit a research dossier as part of their application. The research dossier shall contain a statement of philosophy describing the candidate's objectives, beliefs, and values in order to demonstrate how their research activities reflect the espoused philosophy **and their time commitment and contributions**. The onus is on the candidate to demonstrate the relevance of the material to the assessment process. For the purposes of this Article, evidence of the following will be considered in the assessment of an employee's research:

(a) success in attracting funds in support of research;

(b) dissemination of the results of research activities pursuant to Article 31 (Research) through:

(i) presentations at scholarly or professional conferences, seminars, workshops, etc., **including non-traditional dissemination methods**;

(ii) publication in conference proceedings;

(iii) publication in refereed journals;

(iv) independent (not self) publication of monographs, book chapters, books, annotated bibliographies, concordances, case studies, created software and software documentation;

(v) invited lectures at other universities or institutes;

(vi) exhibitions of one's own artistic creations;

(vii) independent (not self) publications of one's own literary work and musical compositions;

(viii) participation in industrial or business policy formation, including, but not limited to, reports and briefs which are conducted on a paid or unpaid basis and that can be accessed for external review;

(ix) participation in public policy formation, including, but not limited to, reports policy analysis papers, and briefs which are conducted on a paid or unpaid basis and that can be accessed for external review;

(x) independent (not self) publication of electronic documents and multi-media productions;

(xi) direction of plays;

(xii) publication of policy papers related to professional practice;

(xiii) evaluative reports of practice demonstration projects including recommendations for future implementation, consistent with Article 31.3.3.

(c) awards or other recognition for research or creative activity, e.g., research awards; and

(d) being selected to evaluate the work of other academics and professionals by, for example, serving on grant selection committees, serving as an external program evaluator, editing journals, reviewing articles for publication, reviewing grant applications, serving as examiners or on juries adjudicating artistic works.

(e) being selected due to expertise for professional consultation to external groups/organizations.

(f) development of a new interdisciplinary program to improve the health and well-being of society and dissemination of the same.

It is not the intention of the parties that all of the above items necessarily apply to all faculty Members, or that they comprise an exclusive, mandatory, or exhaustive list, or

that they must be given equal weight, or that other evidence be excluded. Other evidence of accomplishment in research/scholarly/creative activities not listed above may be included in the research dossier and will be considered by the Committee.

33.10 **Assessment of Service**

Each candidate will submit material describing the service dossier of their application. The onus is on the candidate to demonstrate the relevance of the material to the assessment process **and provide their time commitment and contributions to the service activities**. For the purposes of this Article, evidence of the following will be considered when a faculty Member's service to the University, Community, and Professional service as specified in Article 18.4 and 18.5 is being assessed:

(a) administrative positions held, committee work and any special contributions to the administrative work of the Department, School or the University;

(b) participation in professional, disciplinary, academic, or administrative organizations or associations, including such things as positions held, committee memberships, conferences/projects organized or administered, etc.;

(c) service to the community at large which has relevance to the candidate's disciplinary or scholarly expertise;

(d) service to the Association.

It is not the intention of the parties that all of the above items necessarily apply to all faculty Members, or that they comprise an exclusive, mandatory, or exhaustive list, or that they must be given equal weight, or that other evidence be excluded. Other evidence of accomplishment in service activities not listed above may be included and will be considered by the Committee.

33.11 **Probationary Contracts: Review and Renewal**

33.11.1 Review

33.11.1.1 Each ongoing probationary appointment shall be reviewed upon completion of the first full year of teaching. After a full academic teaching year (two terms), the relevant Dean will contact the candidate in writing to provide notification of the review process, with a copy to the Department Chair. Both the Dean and the Department Chair will be available to provide advice to the Candidate in preparing the application for review. The candidate must submit an electronic application (in PDF format) for review to the office of the Vice-President, Academic and Provost, by **15** September following the first full year of the employment contract. Either Chair of the Department or the Chair of **the Committee** may request additional information or clarification on the candidate's teaching, research and service to aid in the deliberations of the Committee and the

Department.

33.11.1.2 **The process for review shall proceed as per clause 33.5.1 and this Article. For review, the assessment by the Department shall be in written form and may be without a vote on rankings in the area of teaching, research and service.** The candidate shall receive from their Department Chair a written account of the Department's review of the candidate's application no later than **21** October following the first full year of teaching. The Chair of the Department shall send a copy of the review to the Chair of the Committee and to the Dean at the same time.

33.11.1.3 The candidate shall receive from their Dean a written account of the Dean's review of the candidate's application no later than November 7 following the first full year of teaching. **For review, the assessment by the Dean shall be in written form and without explicit ratings in the area of teaching, research and service.** The Dean shall send a copy of the review to the Chair of the Committee **and the Chair of the Department**.

33.11.1.4 The candidate shall receive from the Committee a written account of its review no later than **15 December** following the first full year of teaching. A copy shall also be sent to the relevant Department **Chair** and School Dean and to the President of the University.

Example: a faculty Member in a probationary tenure-track position with a contract start date of 1 January 2013 or 1 July 2013 would submit an application for review by 15 September 2014. The Department must submit a copy of the review to the candidate and PP&T Committee by 21 October 2014. The PP&T Committee must complete its written account of the review no later than 15 November 2014. The candidate would apply for renewal by 15 September 2015.

33.11.1.5 If the candidate fails to provide **an application for review and** the materials in **33.4.1.2** in a timely manner, they will provide a letter to the Dean with a copy to the Chair of **the Committee** indicating the reason(s) why a review was not undertaken. The letter will be read into the committee minutes and retained as per Article 33.2.5.

33.11.2 Renewal

33.11.2.1 To be considered for renewal, a faculty Member who is eligible must apply in writing no later than 15 September.

33.11.2.2 An initial probationary contract shall be of three years duration. The maximum term in a probationary status shall normally be five **(5)** years **unless deferral was given per** Article 33.4.1.

33.11.2.3 Consideration for renewal of a probationary appointment shall occur during the final year of the initial contract term. The Committee, the Department, and the Dean, shall make their recommendations based only on the criteria specified in this Article.

33.11.2.4 A recommendation that renewal be granted shall require a rating from the Committee of at least acceptable in both areas of teaching and research. No candidate with a rating of unacceptable from the Committee in either teaching or research shall be recommended for renewal.

33.11.2.5 The Committee will provide feedback on the candidate's service instead of a rating. Such feedback will make clear to the Candidate the expectation that service must evolve during the probationary period.

33.11.2.6 The President of the University shall make their decision based only on the criteria specified in this Article and shall inform the candidate of their decision on renewal no later than **15** March of the Academic Year of the candidacy, pursuant to the timetable in clause 33.18. **The Chair of the Committee, Chair of the Department and School Dean will be simultaneously informed.**

33.12 **Tenure**

33.12.1 To be considered for tenure, a faculty Member who is eligible must apply in writing no later than 15 September. Provisions related to timeliness of application and deferral are also covered in articles 33.3 and 33.4.

33.12.2 On completion of five **(5)** years at rank at the University where teaching and research are required, a faculty Member on a tenure-track appointment may be granted tenure with the exception of applications under clause 33.12.5. Mandatory consideration shall take place during the fifth year of actual service at rank at the University except in the case where the candidate was approved for a deferral of one **(1)** or two **(2)** years.

33.12.3 The Committee shall recommend one of the following: (a) tenure be granted; (b) decision on tenure be deferred for one (1) year or two (2) years, at which time a definite decision must be made, or (c) tenure be denied. The Committee's recommendation for tenure can be deferred for no more than two **(2)** years. **Leaves such as medical, maternal and parental can be considered to longer deferral in consultation with the Vice-President, Academic and Provost (see clause 33.4.1 (b)).**

33.12.4 A recommendation that tenure be granted shall require a rating from the Committee of at least acceptable in teaching, research and service.

An earned doctoral degree is the preferred qualification to achieve tenure. In the absence of an earned doctoral degree, the Committee will consider whether there is a body of research sufficient to compensate for the absence of the doctoral degree. Recognition of research will include published research outputs which have been conducted as part of a doctoral study. The candidate will be expected to take advantage of supports designed to advance their qualifications to the doctoral level, e.g. education leave, course reduction, etc. within the parameters outlined in the Collective Agreement.

33.12.5 On application by the candidate, consideration for tenure may take place during the probationary period at an earlier time than specified in 33.12.2 but no earlier than in the fourth year of the candidate's employment at rank at the University where both teaching and research were required.

33.12.5.1 In the event of an early application for tenure, the Committee shall either recommend to grant tenure, or, by failing to do so, recommend to defer a decision on tenure until the candidate reapplies or until mandatory consideration as noted in Article 33.12.2 during their fifth year of actual service at the University.

33.12.5.2 In cases of early application for tenure, the Committee, the Department, and the Dean, shall make their recommendations based only on the criteria specified in this Article. The candidate must obtain a rating of excellent in two **(2)** of teaching, research and service and acceptable in the third.

33.12.6 The President of the University shall make their decision based only on the criteria specified in this Article, and shall inform the candidate of their decision on tenure no later than **15** March of the Academic Year of the candidacy, pursuant to the timetable in clause 33.18.

33.12.7 If the President's decision is to deny tenure, and that decision is communicated to the candidate by the later of **15** March or the date which is thirty (30) days after the President receives the recommendations of the Committee, Department and the Dean, the candidate's appointment will terminate effective the **30** June immediately following such decision.

33.12.8 If the President's decision is to deny tenure, and that decision is communicated to the candidate after the later of **15** March or the date which is thirty (30) days after the President receives the recommendations of the Committee, Department and the Dean, the candidate shall be awarded a further one-year limited-term contract, commencing at the end of the probationary period. The candidate's appointment will terminate at the end of that limited-term contract.

33.12.9 Notwithstanding 33.12.8, the University may choose to pay the candidate an amount equivalent to one-half of the salary and benefits that would have been paid to them pursuant to 33.12.8, less required deductions, in lieu of the limited term appointment provided in 33.12.8.

33.13 **Ranks and Promotion**

33.13.1 Subject to clause 33.3.7, the University recognizes four ranks with the following conditions and qualifications required for each.

33.13.1.1 ***Lecturer***

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

(a) A Master's degree or professional accreditation equivalent to a Master's degree, or shall have completed all of the requirements for a PhD but for an unfinished dissertation.

33.13.1.2 ***Assistant Professor***

An Assistant Professor is a faculty Member who shall ordinarily have the following minimum qualifications:

(a) A doctoral degree from an accredited University;
The doctoral requirement may be waived if the candidate has a Master's degree and has at least three (3) years experience at the post-secondary level in positions where both teaching and research are required.

(b) **Equivalent experiences in academia or in a relevant field and a doctoral degree is achieved within the probationary period before being granted tenure (see Article 33.4.1. d).**

(c) **For Indigenous applicants, the doctoral requirement may be waived if the candidate has a minimum of a Master's degree or a professional degree and a combination of experience at the post-secondary level and/or inclusive of Indigenous knowledges, lived experience, community contribution and involvement.**

33.13.1.3 ***Associate Professor***

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

(a) A doctoral degree from an accredited University.

(b) A minimum of five (5) years at the rank of Assistant Professor at an accredited university.

(c) **For Indigenous applicants, the doctoral requirement may be waived if the candidate has a minimum of a Master's degree or a professional degree and a combination of experience at the post-secondary level and/or inclusive of Indigenous knowledges, lived experience, community contribution and involvement.**

33.13.1.4 ***Professor***

A Professor is a Member of the faculty of the University who, in addition to meeting the minimum qualifications specified in 33.13.1.3, has a minimum of **eight (8)** years of experience at the rank of Associate Professor. Application for promotion to the rank of Professor may be made in the **8th** year of service as Associate Professor.

For Indigenous applicants, the doctoral requirement may be waived if the candidate has a minimum of a master's degree or a professional degree and a combination of eight (8) years at rank of Associate Professor and experience at the post-secondary level and/or inclusive of Indigenous knowledges, lived experience, community contributions and involvement.

Evaluation Rankings

33.13.2 A candidate for promotion to the rank of Assistant Professor who meets the qualifications specified in 33.13.1.2 must have received a minimum rating of acceptable in all of the three **(3)** areas described in clauses 33.8, 33.9, and 33.10.

33.13.3 A candidate for promotion to the rank of Associate Professor who meets the qualifications specified in 33.13.1.3 must also satisfy the condition that they receive a rating of excellent in either teaching or research, and a rating of acceptable in the other area and in service.

33.13.4 A candidate for promotion to the rank of Full Professor who meets the qualifications specified in 33.13.1.4 must also satisfy the condition that they receive **ratings** of excellent in at least two of the areas of teaching, research and service, and have received a rating no less than acceptable in the third of these three areas.

33.13.5 To be considered for promotion, a faculty Member who is eligible, must apply in writing no later than 15 September.

33.13.6 Re-application for promotion to the ranks of Assistant and Associate may be made annually, but only every two **(2)** years for promotion to the rank of Professor.

33.13.7 Notwithstanding any other clauses of this Article, a faculty Member with fewer than the normal required number of years of service may be promoted, provided the Member notifies the Committee before 15 September that they will be applying under this clause for special early consideration for promotion and provided:

(a) in the case of promotion to the rank of Associate Professor, the Member will apply no earlier than in their third year of employment with the Employer in the rank of Assistant Professor and they receive ratings of excellent in two (2) of teaching, research and service and a minimum of acceptable in the third. **See Article 33.4.1 for timeline example.**

(b) in the case of promotion to the rank of Full Professor the Member will apply no earlier than in their fifth year of employment with the Employer in the rank of Associate Professor and the Committee decides unanimously that their work satisfies the condition **they** receive ratings of excellent in two (2) of teaching, research and service and a minimum of acceptable in the third. **See Article 33.4.1 for example timeline.**

A candidate for Associate Professor whose application for early promotion has been denied may reapply until eligible for normal-time promotion under this clause and a candidate for Full Professor whose application for early promotion has been denied may re-apply every two (2) years until eligible for normal-time promotion under this clause.

33.13.8 The Committee must seek confidential advice from four (4) external referees in considering promotions to the rank of Full Professor. **The responses from the referees are only disclosed to the Committee.** In determining who those four (4) will include, the Department will provide the Committee with up to four (4) names of possible referees and the Candidate will provide a list of four (4) names of referees. The Candidate will agree to two (2) of the referees selected by the Department and the Committee will agree to two (2) of the referees selected by the Candidate.
Persons chosen as referees shall:

(a) be competent and recognized scholars external to the University in a relevant discipline(s);

(b) normally hold the rank of Full Professor at a primarily undergraduate university;

(c) have a national or international reputation for excellence in their field;

(d) shall not be the candidate's thesis supervisor or currently be collaborating with a candidate nor have collaborated with the candidate in the past five (5) years;

(e) be provided with a copy of the candidate's **complete application** along with relevant sections of the Collective Agreement (33.1.3, 33.7, 33.8, 33.9, 33.10, 33.13);

(f) be informed that CBU is primarily an undergraduate institution normally with a faculty teaching load of five (5) courses (or equivalent) per academic year. Referees shall evaluate the application using the CBU criteria rather than the criteria at their own institution. Referees are not required to evaluate any area of the application (teaching, research or service) if they do not feel qualified to do so**; and**

(g) **In the case of Indigenous applicants, the department or Indigenous applicants may provide names of Elders or Knowledge and Language Carriers for purposes of the external review. Every effort will be made to ensure that the final composition of the panel will be inclusive of Indigenous**

participants.

Summary of Ratings (for illustration purpose only; see Article 33.7.1.c for ratings)

Review	Renewal	Tenure	Early Tenure
Clause 33.11.1.3	**Clause 33.11.2.4**	**Clause 33.12.4**	**Clause 33.12.5.2**
No vote	**Only vote on teaching and research**	**Vote an all 3 areas of teaching, research and service**	**Vote an all 3 areas of teaching, research and service**
Only written feedback on areas of teaching, research and service; no ratings	**"at least acceptable in both areas of teaching and research" Written feedback on service**	**"at least acceptable in teaching, research and service"**	**"excellent in two (2) of teaching, research and service and acceptable in the third"**

Promotion to Associate	Early Promotion to Associate	Promotion to Full Professor	Early promotion to Full Professor
Clause 33.13.3	**Clause 33.13.7. a**	**Clause 33.13.4**	**Clause 33.13.7.b**
Vote an all 3 areas of teaching, research and service	**Vote an all 3 areas of teaching, research and service**	**Vote an all 3 areas of teaching, research and service**	**Vote an all 3 areas of teaching, research and service**
"excellent in either teaching or research, and a rating of acceptable in the other area and in service"	**"excellent in two (2) of teaching, research and service and a minimum of acceptable in the third"**	**"excellent in two (2) of teaching, research and service and a minimum of acceptable in the third"**	**Unanimous vote on "excellent in two (2) of teaching, research and service and a minimum of acceptable in the third"**

33.14 **Years of Service**

33.14.1 Except as provided in 33.14.2, 33.14.3 and 33.12.5, the years of service relevant to decisions on renewal, promotion and tenure shall include all years of full-time service as faculty at rank where both teaching and research are required or in the case of limited term contracts of less than 8 months, encouraged. Except as provided in 33.14.2, 33.14.3 and 33.12.5, all such years of service shall be counted on a one-for-one basis, whether at the University or elsewhere, and whether the position was tenured, probationary or limited term. Time spent on sabbatical or industrial leave from the University shall also

be included however time spent while an employee of the University was on leave completing an advanced degree shall not. The Candidate may choose to include other leaves approved under the Collective Agreement as years of service.

33.14.2 (i) Where a Member has years of service in positions where only research was required and the research was under the supervision of another person, the Member shall be considered to have one year of service for each two years spent in such a position.

(ii) A faculty member who goes from a limited term appointment to a tenure track appointment without a break may have such limited term appointment count towards time required in applying for tenure or promotion provided during the limited term appointment both teaching and research are required.

33.14.3 Teaching done as a teaching assistant while working toward a graduate degree shall not be counted toward years of service. Teaching in less than full-time positions shall not be counted toward years of service, except under unusual circumstances (e.g., temporary voluntary reduction from an otherwise full-time position with the approval of the Employer and in compliance with Article 27.2.3.1 (Faculty Teaching Workload), partial secondment to a research or administrative position, etc.). It is the responsibility of the Member to establish such unusual circumstances to the satisfaction of the Committee.

33.15 **Recommendations to the President and the President's Decisions**

33.15.1 The Chair of the Committee shall send to the President **of the University** the materials referred to in clause 33.4.8, including numerical results of any votes taken on any aspect of the recommendations made by the bodies or persons referred to therein, and also the Department's recommendation referred to in clause 33.5.2 and the Dean's recommendation referred to in clause 33.6.2. Further, the Chair of the Committee shall respond to any questions which the President may have concerning any aspect of the Committee's work.

33.15.2 The President will communicate their decision on renewal, tenure or promotion, in writing, to the candidate, with a copy to the Chair of the Committee. If, however, the President's decision and the Committee's recommendation are at variance, the President will respond to the Committee with the rationale for his decision. If the President requests the Committee to reassess its recommendation or asks the Committee to meet with the President, no new evidence may be introduced or considered in any such reassessment by the Committee or meeting between the President of the University and the Committee. In any case, the Committee will forward a second and final recommendation to the President no later than 15 March at which time its function in the case shall cease.

33.15.3 No later than 15 March in cases of tenure **or promotion,** the President will communicate their final decision in writing to the candidate, with a copy to the

Committee Chair**, Department Chair and relevant School Dean**.

33.15.4 The President shall advise the University community of the names of candidates who have been promoted and the rank to which they have been promoted, and of candidates whom have been granted tenure, within fourteen (14) days of the communication of the decisions thereon to the candidates.

33.16 **Conflict of Interest**

(a) An employee of the University who has an immediate marital, familial, sexual, significant financial or similar relationship, **or an employee of the University who has a demonstrated bias, or other circumstance that could give rise to a reasonable apprehension of bias (collectively "conflict"),** with a faculty Member who, in a given year, will be considered for review**, renewal, tenure and/or promotion** shall be disqualified from being a Member of the Committee for that year. Employees having such conflict(s) of interest shall notify, in writing, their School Dean or the Chair(s) of the Committee, or the Director of Human Resources of such conflict. The specific nature of the conflict need not be disclosed.

(b) The **individual notified in (a) (**School Dean, the Chair of the Committee, or the Director of Human Resources shall forward the **notice** of the conflict to the Vice-President, Academic and Provost. The Vice-President, Academic and Provost will discuss the matter with the employee concerned. If the Vice-President, Academic and Provost decides that there is even an appearance of a conflict of interest **or reasonable apprehension of bias**, it is agreed that the employee **must abstain from participation in the process as it relates to the faculty Member under consideration.** The Vice-President, Academic and Provost's decision is final.

(c) **If an issue of conflict of interest, bias, or other circumstance that may give rise to either a conflict of interest or reasonable apprehension of bias with respect to a faculty Member under consideration is discovered by Committee during the PP&T process, it shall be reported to the Vice-President, Academic and Provost who shall review the concern and determine whether the Committee member affected must abstain from participation in the process as it relates to the faculty Member under consideration. The Vice-President, Academic and Provost's decision is final.**

33.17 **Subsequent Proceedings**

33.17.1 In a case referred to arbitration where it is alleged that there were substantial procedural defects in the process leading to recommendations or decisions under this Article, it is agreed that, in addition to those arbitrator powers set forth in the Nova Scotia *Trade Union Act*, the Arbitration Board (the 'Board') under Article 41, should it find that any such defect(s) was so serious that it likely would have resulted in a different substantive

recommendation or ultimate decision, and accordingly, a different ultimate outcome, shall have the power to set aside that ultimate decision and send the matter back to the appropriate individual or body in the relevant process under this Agreement with instructions on how to remedy such defect.

33.17.1.1 In such cases of substantial procedural defect, where the Board concludes that such defects cannot be otherwise remedied except by amendment of the timetables specified under this Article, the Board shall have the authority to order such amendment, but in no event shall any such amendment exceed one Academic Year and the Board shall not order such amendment until it has given the Parties full opportunity to make submissions to it on the appropriate length of any such amendment.

33.17.1.2 Where the Board concludes, in a particular case, that because a substantive denial of renewal, promotion or tenure is so egregious and patently unreasonable that, having due regard to the requirements of this Article, other relevant provisions of this Agreement, the preponderance of the evidence, and the fundamental point that such decisions are intended to be made collegially within and not external to the University, the only possible conclusion that could have been reached is that the Member receive renewal, promotion or tenure, the Board shall have the authority to grant such renewal, promotion or tenure but without compensation to the faculty Member affected. Such decision shall be made only after giving full opportunity to the Parties to make submissions on the appropriateness of any such proposed action.

33.18 **Timetables**

When in this clause and the balance of this Article things are required to be done on a date certain and any such date occurs on a weekend or holiday, the date for doing such things shall be on the work day (Monday through Friday) next following such weekend or holiday. When a timeline is extended to accommodate the candidate, subsequent timelines will also be adjusted to reflect the same period of extension.

33.18.1 The Timetable for consideration of review, renewal, tenure **and promotion** shall be as follows:

1 July	Probation Promotion and Tenure (PP&T) Committee is constituted.
1 July to 15 Sept	**Chair of the Committee and secretary elected for term to expire by 30 June of the following year**
15 September	Deadline for submission of applications for **review, renewal, tenure and promotion** to the Office of the Vice-President, Academic and Provost and notification to the Dean
22 September	Committee meets to determine and inform candidates if additional material is needed

21 October	Department's recommendation to the Chair of the Committee; copies to candidate and Dean
7 November	Dean's recommendation to Chair of the Committee; copy to candidate
15 November to 15 Dec.	Committee's written account of review to candidates (for Review candidates only)
17 November to 30 Dec.	Response by candidate to Department and/or Dean's recommendation
15 January	Committee's proposed recommendations to candidates
22 January	Candidate's response to the Committee
5 February	The Committee meets to consider candidate's responses
15 February	President receives the recommendations of the Committee, the Department and the Dean
15 March	President informs candidates of decisions

ARTICLE 34

34 PROBATIONARY REVIEW, PERMANENT APPOINTMENT AND PROMOTION OF LIBRARIANS

34.1 Librarian Ranks

(a) LIBRARIAN I – A Librarian I shall have a Masters degree in Library and Information Science from a program accredited by the American Library Association or its equivalent as a minimum qualification. A probationary librarian shall ordinarily be appointed at Librarian I.

LIBRARIAN II - A Librarian II, in addition to meeting the qualifications above for Librarian I, shall have successfully completed their probationary appointment.

LIBRARIAN III - A Librarian III, in addition to meeting the qualifications above for Librarian II, shall ordinarily have seven (7) years of successful relevant experience as a Professional Librarian, and shall meet all criteria and standards set forth in clauses 34.7 (Criteria), 34.7.2 (Academic Qualifications and Work Performance), and 34.8 (c) (Standards) to be promoted to this rank.

LIBRARIAN IV – A Librarian III is eligible for promotion to Librarian IV upon the completion of eight (8) years' service at the rank of Librarian III, and shall meet the

requirements set forth in article 34.8 (d) to be promoted to this rank.

34.2 **Process for Submission**

A Librarian, who is a candidate for probationary review, permanence or promotion, shall provide the LRC with the following materials to be used by the LRC pursuant to clauses 34.6 through 34.11. If this ad hoc Committee is not in place, the Dean of the Library & Multicultural Learning shall establish such a committee in accordance with clause 34.6 of this Article. The Librarian shall provide to the LRC:

(i) a complete and up-to-date curriculum vitae;

(ii) documents describing the candidate's current responsibilities and, in the case of probationary review or permanence, a copy of their letter of appointment

(iii) a completed Librarian Professional Activities Report (Appendix "**C**") and/or a letter detailing what the candidate has accomplished in the areas of academic qualifications, performance of her/his Librarian duties and responsibilities, scholarly activity, professional development, and University, professional, and community service since the candidate's initial appointment, together with any supporting documentation; and

(iv) any other material which the candidate considers pertinent to their application.

34.3 **Initial Probationary Review**

(a) Three (3) months prior to the end of the first year of the initial probationary appointment, the Dean of the Library & Multicultural Learning shall notify the probationary Librarian of the Initial Probationary Review to be conducted by the Librarian's Review Committee ('LRC'). The LRC will schedule a review meeting which will occur during the first month of the second year of the initial probationary appointment referred to in Article 24.2.1.

(b) One to two months prior to the end of the first year of the probationary period, the probationary Librarian shall submit the materials referred to in clause 34.2 to the Dean of the Library & Multicultural Learning and the LRC.

(c) The LRC shall conduct a review of the probationary Librarian's progress taking into account the factors referred to in clause 34.7 (Procedures), 34.8 (Criteria), 34.8.2 (Academic Qualifications and Work Performance), 34.9 (Standards), and 34.10 (Factors). The Dean of the Library & Multicultural Learning shall inform the probationary Librarian of the outcome of the review, in writing, including any areas needing remediation.

34.4 **Permanent Appointment**

(a) Approximately four (4) months prior to the end of the probationary period, the Dean of the Library & Multicultural Learning shall remind, in writing, probationary Librarians who are eligible for permanent appointment, that if they wish to apply for permanent appointment they must do so three (3) months prior to the end date of the probationary period, providing all materials as outlined in Article 34.2. Failure to apply for permanent appointment shall conclusively be deemed a resignation of her/his employment at the University effective the end of the probationary period as indicated the Librarian's contract of employment.

34.5 **Promotion**

(a) By September 15 of each year, the Dean of the Library & Multicultural Learning shall ask, in writing, Librarians holding permanent appointments if they wish to apply for promotion to Librarian III or Librarian IV.

(b) By September 30 of each year, eligible Librarians holding permanent appointments may apply for promotion to Librarian III by notifying the Dean of the Library & Multicultural Learning, in writing, and with such notice also submit the materials specified in Article 34.2. Upon receipt of such notification and materials, the Dean of the Library & Multicultural Learning shall notify the LRC of such application. If this ad hoc committee is not in place, the Dean of the Library & Multicultural Learning shall establish such a committee in accordance with clause 34.6 of this Article.

34.6 **Composition and Mandate of the Librarians' Review Committee**

(a) The LRC shall consist of:

(i) the Dean of the Library & Multicultural Learning, or designate;
(ii) three (3) Librarians selected by the Librarians in the bargaining unit;
(iii) two (2) additional employees of the University selected by the Dean of the Library & Multicultural Learning, after consultation with the Library employee representatives on the Committee. Committee members selected should be representative of either the School(s) concerned or an individual whose work will be informed by the Librarian, and one of these members should be a Member of the bargaining unit.

The Members of the Committee will elect the Committee Chair who does not have a vote except if necessary to break a tie.

Members of the Committee will be required to make a genuine commitment to the business of the Committee.

34.7 **Librarians' Review Committee Procedures**

(a) The LRC shall review all applications for probationary review, permanent appointment and/or promotion and make its recommendation(s) to the Dean of the Library & Multicultural Learning according to the following schedule:

(i) Probationary Review: no longer than 10 weeks after the probationary Librarian has submitted their materials to the LRC:

(ii) Permanent Appointment: no longer than 10 weeks after the probationary Librarian has submitted their materials to the LRC;

(iii) Promotion: no later than 1 December of the Academic Year during which the application for promotion is made.

(b) The LRC must:

(i) use no anonymous material;

(ii) base its recommendation(s) on the contents of the candidate's materials and the relevant provisions of this Collective Agreement.

(c) The LRC shall invite the candidate to meet with it to discuss their application and its supporting documentation. It is the candidate's choice to be present for this purpose, but their presence or absence shall not be interpreted in a negative fashion by the LRC or the Dean of the Library & Multicultural Learning. If present, the candidate shall withdraw at the completion of these discussions and the Committee shall then consider its recommendation.

(d) The Committee shall evaluate the application and its supporting documentation based on the criteria, standards and factors specified in clauses 34.8, 34.9, 34.10 and 34.11 of this Article.

(e) The LRC shall select a secretary who shall record minutes of its meetings, and keep a file of all documents supplied to the Committee. The secretary will also record the recommendation of the Committee and the rationale for it.

(f) The Committee shall make its recommendation, with rationale, in writing, to the Dean of the Library & Multicultural Learning. If the Dean of the Library & Multicultural Learning disagrees with the Committee's recommendation, **they** shall meet with the Committee to discuss the matter. If following that meeting, the Dean of the Library & Multicultural Learning still disagrees with the Committee's recommendation, the Dean shall decide the matter and inform the Committee of their decision together with a written rationale for it.

(g) If the candidate is being considered for Probationary Review and if the Dean, having considered the recommendation of the LRC, finds overall performance to be acceptable, the Candidate shall be provided with a copy of the reasoned decision at the same time it is provided to the LRC. The decision may also provide feedback on areas needing remediation.

(h) If the candidate is being considered for Probationary Review and if the Dean, having considered the recommendation of the LRC, finds overall performance to be not acceptable and consideration is being given to ending the probationary contract, the matter will be referred to the Vice-President, Academic and Provost for final decision. The candidate shall be provided with a copy of the final decision of the Vice-President, Academic and Provost at the same time it is provided to the LRC.

(i) If the candidate is being considered for Permanence or Promotion, the Dean, having considered the recommendation of the LRC, will forward their recommendation to the Vice-President, Academic and Provost for final decision. The candidate shall be provided with a copy of the final decision of the Vice-President, Academic and Provost at the same time it is provided to the LRC.

34.8 **Criteria for Probationary Review, Permanent Appointment and Promotion**

34.8.1 Criteria to be considered in probationary review and in recommending permanent appointments or promotion to the Librarian III or Librarian IV rank shall be:

(a) academic qualifications and professional development ('academic qualifications');

(b) performance as a Librarian within the context of assigned duties ('work performance');

(c) scholarly activity; and

(d) service to the University, profession, and community ('service').

While all of these criteria must be present in an application for permanent appointment and/or promotion to Librarian III and Librarian IV; nevertheless, work performance will receive greater relative emphasis than the other criteria specified above unless stated otherwise in a candidate's letter of appointment or as indicated by the candidate's current responsibilities. It is an overall assessment of the candidate in relation to these criteria that must guide the recommendation of the Committee.

34.8.2 Academic Qualifications and Work Performance

(a) The minimum academic qualification is a Master of Library and Information Science or its equivalent from a program accredited by the American Library Association.

(b) For the purposes of this Article, professional development shall include, but not be limited to, completing professional development courses, workshops or seminars, or receiving additional degrees, diplomas and/or certificates.

(c) Work Performance

Performance of librarian duties and responsibilities, scholarly activity, and service shall be evaluated in the context of the duties and responsibilities of Librarians as described in Article 28 (Professional Librarian Workload Article). Assessment of work performance for a particular Librarian shall be done within the context of her/his assigned duties.

34.9 Standards for Probationary Review, Permanent Appointment and Promotion

(a) Probationary Review and Permanent Appointment

The standards for permanent appointment shall be:

(i) possession of a Master of Library and Information Science or its equivalent;

(ii) evidence of satisfactory work performance;

(iii) evidence of achievement in scholarly activity;

(iv) evidence of contributions to the effective functioning of the University.

(b) Promotion to Librarian II

Promotion to the rank of Librarian II shall occur simultaneously with the awarding of permanent appointment to a Librarian.

(c) Promotion to Librarian III

Promotion to the rank of Librarian III shall be based upon a record of consistent accomplishment demonstrated by:

(i) evidence of a consistently excellent record of work performance;

(ii) evidence of consistent accomplishment in the discipline as demonstrated by scholarly or professional activity recognized by the Librarian's professional peers;

(iii) evidence of ongoing and active service to the University, and service to the profession and/or the community which is relevant to the Librarian's area(s) of expertise.

(d) Promotion to Librarian IV

The primary criteria for promotion to the rank of Librarian IV are:

The candidate must exhibit evidence of a substantial extension of the record on which promotion to Librarian III was based. A candidate's application may be strengthened by a record of excellence in service to the University, the Union, the profession, and the community and/or substantial scholarly activity in the field of library and information science or area of academic specialization. Such service and scholarly activity must be in addition to that considered at the time of promotion to the rank of Librarian III. Service and scholarly activity, alone or in combination, are an inadequate basis for promotion in the absence of demonstrated excellence in the performance of the candidate's primary responsibility. The Candidate must provide evidence of leadership in the profession through such accomplishments as the academic direction of projects and/or the coordination of the work of other Library personnel. An application will be strengthened by evidence of recognition of the candidate's achievements beyond the Cape Breton University community.

34.10 Factors for Consideration for Probationary Review, Permanent Appointment and Promotion

(a) Lists of activities that will be used to demonstrate the required level of competence in the various criteria specified in clause 34.8 may include both quantitative and qualitative aspects. These lists of activities are not exclusive nor do they imply expectations of specific performance. These lists are not presented in order of preference with regard to permanent appointment or promotion, but reflect activities that Librarians may perform in carrying out their normal duties and responsibilities in collaboration with the Dean/Director and Access Services staff.

(i) <u>Professional Practice</u>

Professional practice refers to the application of principles of librarianship such as library instruction and information literacy; research consultation; acquiring, developing and maintaining library and archival holdings; and the provision of access to knowledge and information in a variety of formats. Examples of Professional Practice include, but are not limited to:

a) Developing, assessing and ensuring the collection balance and development, preservation and effective access to materials in all formats. Setting standard procedures for the selection, acquisition and provision of access to the Archives' fonds and collections
b) Bibliographic/intellectual control, access to, and organization of, library materials. Performing original arrangement and description of materials in the Archives as necessary.
c) Direction, planning, implementation & supervision of Library/Archival systems, databases and electronic resources
d) Investigation, designing and implementation of new and developing services
e) Planning, overseeing, organizing, implementing and directing the delivery of services.
f) Designing and delivering instruction and support to meet the information literacy and research support needs of the University community.
g) Providing research service, reference assistance, and research consultation, setting standards for the provision of the Library's and Archives reference and research services.
h) Liaising and collaborating with faculty, staff, students and community members.
i) Provide mentorship to new Librarians, students, and others in collaboration with the Dean/Director through the development of training programs and related materials
j) Contribute to the continuous improvement of the Library's/ Archives' programs and services through qualitative and quantitative evaluative and reporting measures.

Candidates shall present evidence of these activates as part of their supporting documentation.

(ii) Scholarly Activity

Examples of scholarly activities that may be presented by a candidate for evaluation include, but are not limited to, those listed below. The list of scholarly activities is not ranked, but the candidate should be aware that material adjudicated by external referees carries significantly more weight than does non-refereed material. Materials produced for external use would, in general, be of more significance than material produced for internal use.

It is understood that the existence of scholarly, artistic or literary works, or professional development activities may not be – in and of itself – proof of competence or satisfactory performance in scholarly activities.

Scholarly activities for librarians contribute to the field of professional librarianship. For example:

- conceiving, developing, and carrying out research projects, individually or with others;
- presenting the results of research or critical studies at, or actively participating in scholarly meetings, conferences, or research groups;
- preparing exhibitions, reports, articles, chapters, or books presenting results of the member's research or critical studies, including works published in collaboration with others;
- work done under contract, provided it contributes to the field of professional librarianship and the results are accessible in a form permitting peer evaluation;
- editing of a scholarly publication, where there is evidence that the member's work extends beyond customary editorial duties and includes a significant contribution to the advancement of knowledge;
- obtaining research grants and funding and/or awards in recognition of scholarly or professional achievement;
- demonstrating active participation in and leadership given to professional groups, conferences, workshops, symposia, etc;
- developing new electronic applications (e.g. tools or systems) that improve library activities such as information literacy training or information retrieval.

(iii) Service to the University

Service to the University includes contributions to the development and effective functioning of the University through:

- Contribution to student activities,
- Membership on Library, Faculty, University, Board and Association committees and councils,
- Active participation in local, provincial, national and international organizations and programs related to the candidate's discipline.

(iv) Community Service

Service to the wider community includes:

- Active participation in a wide variety of governmental, societal and community institutions, programs and services, where such participation is based on the candidate's academic or professional expertise.

34.11 Permanent appointments and promotion of Librarian shall normally become effective July 1.

ARTICLE 35

35 FACULTY APPOINTMENTS

35.1 General

35.1.1 With the exception of those appointed to positions specified in clause 35.7 all faculty Member appointments shall be to one of the following ranks: Lecturer, Assistant Professor, Associate Professor or Professor.

35.1.2 Types of appointments under this Article shall be (to) full-time or regular part-time positions on a limited term, probationary-tenure track or tenured basis.

35.1.3 All new faculty Members shall be appointed by Letter of Appointment as provided for in clause 35.10, issued by the President of the University.

35.1.4 No person possessing an earned Doctoral Degree shall be appointed below the rank of Assistant Professor unless hired in the capacity of Lab Instructor, or Librarian. Individuals who are appointed to a probationary-tenure track position at the rank of Lecturer, a condition of whose appointment is the obtaining an earned Doctoral Degree in the discipline for which they were appointed, if they obtain such an earned Doctoral Degree within twelve (12) months of the start date of the appointment or by such other date as may be agreed at the time of the initial appointment, shall be then promoted to the rank of Assistant Professor.

35.1.5 (a) Except as provided for under Article 35.1.5 (b), appointments at a rank higher than that of Assistant Professor and/or tenured appointments, and appointments of Academic Administrators who are to be given rank and/or tenure shall only be made after materials are provided to PP&T referred to in Article 33 (Faculty Probation, Promotion and Tenure) to enable it to make a recommendation to the President on the appropriateness of granting such rank or tenure.

(b) The hiring committee may recommend to PP&T that a candidate be granted tenure and/or rank higher than Assistant Professor if the candidate has achieved such rank at another accredited university.

35.1.6 In this Article, reference to 'Department(s)' shall, where appropriate, include 'Cross Appointments in Departments in one or more Schools'.

35.1.7 In accordance with CBU's Affirmative Action Agreement and in order to be consistent with their support for employment equity and diversity, the parties will make concerted efforts to encourage and promote the appointment in Departments of persons from minority groups or an under-represented sex. In the evaluation of candidates for appointment, concerted efforts will be made to ensure that processes, procedures and criteria do not systematically discriminate against women or minority groups. In

accordance with the CBU's Affirmative Action Agreement, CBU will develop a specific Affirmative Action Plan. CBUFA may have representation on the committee to develop the Affirmative Action Plan for the purpose of developing specific processes and procedures to give effect to the foregoing general statements of intent. Until the Affirmative Action Plan is developed, the foregoing will not create any specific rights or obligations.

35.2 **Advertising**

35.2.1 All faculty vacancies within the bargaining unit shall be posted internally on the CBU web page.

35.2.2 Subject to 35.2.5, vacancies for full-time limited term appointments of four (4) months or less, shall be advertised locally. Other forms of advertising for such positions are not precluded.

35.2.3 Subject to 35.2.5, full-time faculty vacancies (probationary-tenure track, tenured and limited term appointments of greater than four (4) months duration) and regular part-time faculty vacancies shall be advertised locally, in the CAUT Bulletin, and in other appropriate national publications such as University Affairs. **Every reasonable effort will be made to ensure that the advertisement is also available to Indigenous audiences through appropriate professional, political, and/or community-based media and networks.** All probationary tenure- track and tenured appointments will normally be advertised in the fall semester; advertisements will indicate if budgetary approval is pending. Where appropriate, the advertisement may also be placed by electronic means, and otherwise, as the Director of Human Resources considers appropriate after consultation with the Chair of the Department where the vacancy exists and the relevant School Dean.

35.2.4 The advertisement shall state the Department (or Departments in the case of a cross-appointment) in which the appointment is to be made: rank or range of ranks at which the appointment is to be made; the Department; the anticipated type of appointment; the general qualifications and responsibilities, as well as more specific ones which are relevant; and that applications and supporting documents should be directed to the Director of Human Resources. The proposed final copy of the advertisement shall be forwarded for information to the Chair of the Department and be available in the Human Resources Department for members of the Department to review before it is submitted for publication. A copy of the advertisement and a statement of the publication(s) wherein it is to be placed shall be forwarded to the Association President at the same time as the advertisement is submitted for publication.

35.2.5 In exceptional circumstances, where the need for a limited term appointment arises on short notice and time and other operational constraints make national print advertising impractical, a vacancy in a full-time position may be filled for a maximum of one (1) academic year following local advertising and, where appropriate, electronic posting.

Such circumstances include, but are not limited to, the death, disability, or sudden resignation of a full-time faculty Member, or such other circumstances as the Association President may agree are exceptional.

35.3 **Limited Term Appointments**

35.3.1 Limited term appointments carry no implication of renewal of appointment beyond the specified term and no indication that the appointee is on probation for a permanent appointment and shall not be entitled to apply for renewal, tenure or promotion. Normally, such appointments will be for one of the following purposes:

(a) To meet a temporary need created when a faculty Member is granted a leave of absence or is temporarily transferred to another duty within the University;

(b) To engage distinguished visiting professors or persons with required special knowledge, **including Indigenous Knowledges,** expertise or experience;

(c) When it is necessary to fill a full-time academic vacancy for which qualified persons acceptable to fill such vacancy are unavailable;

(d) To provide for specific teaching or research needs of limited duration which, for budgetary and/or academic reasons, the University cannot meet by making a probationary-tenure track or tenured appointment;

(e) To make appointments to programs which have provisional funding or are of a trial or experimental nature;

(f) To make an appointment pursuant to clause 35.7;

(g) To make appointments for such other reasons as shall be agreed upon by the Association President.

35.3.2 Limited term appointments shall be made for up to twelve (12) months. Where reasonably practicable, a reasonable preparation period will be included in such appointment.

Teaching assignment for term appointments shall be 9 credits per term. Where it is known that the term appointment is needed for a period in excess of twelve (12) months, the Employer will request permission from the Union to advertise the position for a period in excess of twelve (12) months as noted above. Permission will not be unreasonably withheld.

35.3.3 Faculty who hold limited term appointments may be appointed for up to two consecutive additional appointments of up to twelve (12) months duration each, without advertising, if such additional appointments are approved by the relevant School Dean in consultation

with the relevant Department Chair(s), who shall have appropriate consultation with members of the Department.

The Department will conduct a review of the candidate's overall performance. This may include an informal assessment of the term appointee's teaching and other contribution to the Department. The Department may delegate this task to an ad hoc Committee within the Department. Based on the review, a recommendation for extension may be made to the School Dean. The recommendation will be made in writing with supporting rationale.

35.3.4 Members holding limited term appointments or Members holding indefinite permanent appointments shall not be entitled to apply for promotion and/or tenure.

35.3.5 Normally, a specific vacancy may be filled by limited term appointments of no more than four (4) consecutive years, after which time the Employer will either:

(a) not fill the vacancy further;

(b) fill the vacancy as a probationary-tenure track or tenured position pursuant to the procedures in clauses 35.2 and 35.8; or

(c) make one and only one further limited term appointment with the written approval of the Association President, which approval will not be unreasonably withheld.

35.4 **Cross Appointments**

35.4.1 A faculty Member may receive an initial appointment in two (2) or more Departments whereby the Member is based in a home or primary Department but also has duties and responsibilities in another Department(s) (a "cross appointment").

35.4.2 A faculty Member who has not been hired in a cross appointment shall hold such appointment only with the Member's written consent. However, where there are sound academic reasons for making such an appointment, and after consultation with the affected Member, the cross appointment Department, and the Association President, the Member's consent to such cross appointment will not be unreasonably withheld. Recognizing the growing importance of cross appointments, it is agreed that faculty Members may propose that they receive such appointments.

35.4.3 Before the Member agrees to a cross appointment, the Member shall meet with the relevant Department Chair(s), School Dean(s), and/or Director(s) to arrive at a written agreement on how the Member's work is to be allocated between the cross appointment Departments or other units such as Institutes. This agreement shall also stipulate which Department is to have primary responsibility for the Member in administrative and academic matters. The Member shall retain residual rights in their home Department to which they shall return on a full-time basis should academic needs change. The Employer shall provide the Association President with a copy of this agreement within five (5) days of its signing.

35.5 **Probationary-Tenure Track Appointments**

35.5.1 The initial probationary appointment shall be for three (3) years normally commencing on the first day of July or the first day of January and terminating on the 30th day of June of the third year next following. In the second year of this initial appointment, the Committee referred to in Article 33 will conduct a review of the faculty Member's progress pursuant to Article 33 (Faculty Probation, Promotion and Tenure). During the final year of this initial probationary appointment, a renewal application, if made, will be considered pursuant to Article 33.

35.5.2 If the initial probationary appointment is renewed, it shall be for a further two (2) years commencing on the first day of July and terminating on the 30th day of June of the second year next following. During the final year of this second probationary appointment, tenure will be considered pursuant to Article 33.

35.5.3 In recognition of the unique challenges during the initial probationary contract of a probationary tenure-track academic appointment, a new Member appointed for the first time to a full-time, tenure-track position (including those previously hired on a part-time or limited term basis but excluding those hired as Lecturer), effective 28 February 2003, are eligible for the following:

(a) Research Grant

The New Member will be eligible, upon application to the Dean of Research and Graduate Studies, for a one-time start-up research grant, paid by the Employer, of up to $10,000 which must be used within the first two years of employment. The purpose of this grant is to assist in the development of a research direction and such grant applications shall not be unreasonably refused. Funds allocated under this clause will be separate from and in addition to other internal research funds, including the annual research grants adjudicated by the RISE Committee of Senate. Once awarded, funds will be made available to the new Member immediately. Award of a start-up grant will not affect the new Member's eligibility in any other internal grant application process.

(b) Teaching Release

The new Member will be eligible for a teaching release of up to two (2) three-credit courses during the period of the initial probationary contract. The two (2) three-credit teaching releases shall not normally be taken during the same academic year. The new Member shall choose the terms in which the teaching releases are to be taken, subject to approval by the relevant School Dean.

Example: A new Member granted a teaching release of one (1) three-credit course in the first year of the Member's initial probationary period will be eligible for a further teaching release of one (1) three-credit course in either

the second or third year of the Member's initial probationary period, subject to the approval of the relevant School Dean.

If teaching release is granted, no additional credit hour teaching (overload), regardless of method of delivery, shall be undertaken.

35.6 **Impact of Entry or Re-entry of Administrators into the Bargaining Unit Pursuant to Article 17 (Entry or Re-entry of Administrators to the Bargaining Unit)**

35.6.1 When an Academic Administrator hired at rank enters the bargaining unit, or a Member re-enters from an administrative position**,** if there is not a vacancy in the area or areas within the department for which they are qualified, their entry or re-entry shall be deemed an additional financial allocation for that department until such time as a vacancy occurs in that department in an area or areas for which they are qualified, at which time they shall fill such vacancy. During the time when there is no such vacancy, the additional allocation shall not be at the expense of any other department's or the Library's financial allocation and shall not be considered a position for purposes of establishing faculty complement or staffing levels. No Member holding a tenured**,** permanent or probationary appointment shall be displaced from the department because of the entry or re-entry of either of the above into the bargaining unit.

35.6.2 The granting of tenure and/or academic rank by the University to any faculty member or administrator which prior to the signing of this Collective Agreement was determined by rules and/or procedures in effect at the time such tenure and/or academic rank was granted shall be deemed to have been granted pursuant to the provisions of this Collective Agreement.

35.7 **Special Academic Appointments**

35.7.1 The terms and conditions of the following special academic positions shall be individually negotiated between the affected person and the Employer, but shall not conflict with the non-monetary terms of this Agreement, (the Employer will inform the Association President of the monetary terms of such appointment),

(a) Visiting Professor is a faculty member at any of the four (4) ranks, who normally holds a similar rank at another university or university college, who is visiting the University;

(b) Artist-in-Residence (or other professional person in residence) is a faculty member who is a specialist in an applied field;

(c) **Executive/Entrepreneur-in-Residence (or other professional person in residence) who is not a faculty member but is a specialist in an applied field who enhances the University through mentorship on such things as career development, job searches, overcoming professional challenges, and establishing entrepreneurial ventures.**

There may be up to one special academic position per School at any one time. Any exception to this shall require consent of the Association President.

Such appointments shall be for a limited period of not more than one (1) year, subject to the Employer's right to extend such appointment for at most one (1) additional year.

Holders of these special appointments shall not be in the bargaining unit.

When the University makes such an appointment, the President shall inform the Association President of the appointment and its type.

35.7.2 The provisions of this clause shall not apply to situations such as where in a joint program with another university, faculty from and paid by that other university put on portions of such joint program at the University. In the event such joint program concludes and the University assumes sole responsibility for such program, faculty for such program shall be appointed in accordance with the provisions of this Article.

35.8 **Process for full-time limited term appointments of greater than four (4) months, regular part-time faculty, full-time probationary-tenure track and tenured faculty appointments.**

35.8.1 In consultation with the relevant academic Department Chair(s), the Employer shall decide whether a vacancy exists and, if one does exist, the type of appointment, rank, and qualifications required. Members of the relevant Department are entitled to make recommendations to their Department Chair on any or all of these matters.

35.8.2 Search Committees

There shall be Search Committees made up of the following:

(a) The Dean of the School where the vacancy exists (the "Dean"), or their designate[1];

(b) Three (3) members of the Department concerned, selected by faculty in the Department;

(c) A student, selected by the Students' Union;

(d) Two (2) other employees of the University one whom shall be selected by the Department concerned and the other of whom shall be selected by the Dean or their designate, which persons shall have qualifications relevant to the particular selection process and one of whom shall be a faculty Member;

[1] Whenever a Dean's designate functions for the Dean, all actions and decisions by them under this Article shall require the approval of that Dean.

(e) The Chair of the Committee shall be elected by its Members.

In the event that a faculty Member is to be hired into a department without sufficient number of eligible faculty Members to serve on a Hiring Committee, the executive of CBUFA in consultation with the Dean and/or the Vice-President, Academic and Provost will identify faculty to serve on the Hiring Committee.

On a case-by-case basis, the Employer and the Association may agree to reduce the size of this committee on terms agreed between them in writing.

35.8.3 Procedure

(a) When all applications are received by the Director of Human Resources, the applications and supporting documents (the "documents") shall immediately be given to the Committee Chair or to the appropriate Dean if the Search Committee is not yet established. The documents of all candidates shall subsequently be made available to all members of the Search Committee, through the Committee Chair. The Search Committee shall determine the candidates to be interviewed. The documents of all candidates to be interviewed will be accessible to Members of the Department, through the Committee Chair.

(b) The Director of Human Resources, in collaboration with the Committee Chair shall arrange interviews. Each candidate interviewed shall meet with all available members of the Search Committee and later with available members of the Department. If reasonably practicable, each candidate interviewed shall make a presentation which shall be open to all members of the University community. The particular format of such presentation will be determined by the Committee Chair in consultation with each candidate and the Members of the committee. Members of the Department may provide their views on those candidates to the Committee Chair.

(c) The Search Committee shall make a recommendation on the appointment to the Dean at the same time providing the Department Chair with a copy of its recommendation and the rationale for same. The Committee may recommend that a given candidate, or any one from a group of candidates, be offered the appointment or that no candidate from the list of candidates be offered the appointment. A recommendation may include more than one name or group of names listed in order of preference.

(d) The Dean will consider the recommendations of the Search Committee. If the Dean does not intend to recommend the appointment of a person recommended by the Committee, the Committee will be so informed, in writing, of the intended decision and the reasons for it and will be given a reasonable opportunity for further input before the final recommendation is made by the Dean.

(e) The Dean, in consultation with the Director of Human Resources, shall recommend

which candidate, if any, is to be offered the appointment, and the rank, salary, type of appointment, and any special terms or conditions which are to be offered provided that such special terms or conditions do not conflict with the terms of this Collective Agreement. The Dean will make their recommendations to the Vice-President, Academic and Provost who will make the decision on the appointment.

35.9 **Process for Full-Time Limited Term Faculty Appointments of Four (4) Months or Less**

35.9.1 In consultation with the relevant academic Department Chair(s), the Employer shall decide whether a vacancy exists, and if so, the length of appointment and qualifications required.

35.9.2 The relevant Dean or their designate shall establish a Selection Committee consisting of the Dean or their designate, not less than two faculty Members from the relevant Department(s) and two other employees of the University as the Dean or their designate may determine. The Committee shall make a recommendation on the appointment to the Dean who shall decide which candidate shall be appointed and will determine, in consultation with Human Resources, the rank and salary for the position.

35.9.3 The procedures in clause 35.8.3, with the exception of paragraph (e), shall apply. In view of the fact that circumstances often require that such appointments be made on very short notice, it is agreed that all members of the Selection Committee will commit to be available to act on such short notice.

35.9.4 The Employer agrees that such appointments shall be made only when necessary and not for the purpose of preventing the making of full-time tenure-track or tenured appointments.

35.10 **Letters of Appointment**

35.10.1 When an individual is to be appointed, they shall receive a letter of appointment, in duplicate, from the President specifying the terms and conditions of the appointment, including, but not limited to, the following:

(a) The Department(s) to which the appointment is made;

(b) The individual's rank;

(c) The individual's salary and the step on the grid pursuant to Article 43 (Salaries and Overloads);

(d) The type of appointment;

(e) The date on which the appointment commences and (if appropriate) ends;

(f) Where applicable, the number of years of credited service, generally and at rank as specified in Article 33.13.1 and 33.14;

(g) All other terms and conditions of the appointment which have been agreed upon by the Member and the University (e.g. a requirement to complete a doctoral degree), provided they are not in conflict with the terms of this Agreement;

(h) **Where applicable, special considerations will be noted in the letter of appointment with respect to Indigenous Scholarship, Indigenous research, and/or Indigenous knowledge utilized;**

(i) A statement that the Cape Breton University Faculty Association (CBUFA) is the sole and exclusive bargaining agent for Faculty Members at rank;

(j) A statement that the appointment is subject to the terms of the Agreement.

35.10.2 A copy of this Agreement shall be included with the Letter of Appointment, and if the offer is acceptable to the individual, the individual shall sign and return one (1) copy of the Letter to the Director of Human Resources.

35.10.3 A copy of the Letter of Appointment shall be provided to the Association President at the time the Letter is sent to the candidate. All contingent terms of acceptance not listed in the standard Letter of Appointment shall be provided to the Association President one day prior to the time the Letter is sent to the candidate.

ARTICLE - 36

36 RETIREMENT, PENSION, GROUP BENEFITS, AND PARKING

36.1 Retirement

Retirement from the University is available to eligible members in accordance with the CBU Pension Plan and normally shall occur on April 30 or December 31, unless another mutually agreeable date is confirmed in writing with sufficient time to allow for course planning.

A Member is encouraged to notify their Department and Dean/Director of their intent to retire twelve (12) months prior to retirement, but in any event, a minimum of four (4) months notice is required.

36.2 Partial Retirement

36.2.1 A full-time Member of the bargaining unit, with tenure or permanence, who is eligible for retirement under the CBU Pension Plan and who has a minimum of twenty years of service at the University (including years of service as ST. FX Nursing Members who made the transition to CBU) is eligible to apply for partial retirement for a period of up to

four (4) years. At the end of the four-year period, the Member will fully retire.

36.2.2 The workload of a Member who has been approved for partial retirement shall be "x%" of workload as outlined in Articles 18, 27, 28, 29, or 30 for "x%" + 10% of salary". For example:

- The workload of a research-active member, with a normal teaching workload of 15-credit hours, taking partial retirement of 60% of the workload shall be 9-credit hours at 70% of salary.
- The workload of a non-research-active member, with a normal teaching workload of 18-credit hours, taking partial retirement of 50% of workload shall be 9-credit hours at 60%.
- 50% of the workload outlined in Articles 18, 27, 28, 29, or 30 or full workload in accordance with Articles 18, 27, 28, 29, 30 for six months of the year commencing either 1 July or 1 January each year at 60% of salary.

Consideration will be given to what constitutes a normal teaching load for faculty members (as noted in the first two examples).

Other suggested percentages of workload may be considered where the percentage involved makes logistical sense and shall be compensated accordingly, i.e. x% of workload for x% + 10% of salary.

36.2.3

i) The Employer and the Member will continue to make contributions to the Member's Pension on the Member's prorated salary as in Clause 36.3(a).

ii) Eligibility for Group Benefits will continue in keeping with the provisions of the various Plans and based on the partial salary received. The Member will continue on the same cost sharing basis as they did while working full-time.

iii) Other benefit coverage will be prorated in keeping with the percentage of time worked. E.g., A Member who has been approved for partial retirement of 50% will be entitled to 50% of PD allowance; the Member will receive 50% of the annual vacation entitlement.

iv) Tuition waiver benefit will continue to be available on the same basis as prior to commencing partial retirement.

36.2.4 Once a Member opts for Partial Retirement, they are no longer eligible for Sabbatical/Professional Leave and a Sabbatical/Professional Leave which has already been approved will be forfeited. There shall be no compensation for unused years accumulated toward sabbatical leave.

36.2.5 By October 2 of the year preceding the date they wish to commence partial retirement, the member shall provide written notice of their request to their Dean, with a copy to their Chair. In the case of librarian members, written request to commence partial retirement shall be provided to the Dean of the Library & Multicultural Learning.

36.2.6 The Dean/Director shall consult with the Department regarding the Department's ability to meet its academic requirements in the event of the member's partial retirement. By 15 November, the Dean/Director shall provide the Vice-President, Academic and Provost with a recommendation regarding the member's partial retirement, with copies to the Department and the Member.

36.2.7 The Vice-President, Academic and Provost shall provide the President with a recommendation regarding the Member's partial retirement by 1 December.

36.2.8 The President shall advise the Member in writing of their decision by December 15, with copies to the President of the Faculty Association, the Dean or Dean of the Library & Multicultural Learning and the Vice-President, Academic and Provost.

36.2.9 Partial retirement shall normally commence 1 July; the President may accept an alternative date of partial retirement.

36.2.10 Once a partial retirement has been approved such arrangement is irrevocable.

36.3 **Pension**

(a) All full-time probationary, continuing, permanent, full-time limited term of eight months or longer and tenured Members of the bargaining unit will be covered by the provisions of the *Public Service Superannuation Act* (PSSP), as amended from time to time.

(b) The eligibility requirements of the PSSP shall govern in determining who among the eligible Members is eligible to participate, and the extent of such participation.

36.4 **Group Benefits**

Members who are eligible shall participate in the following group benefit plans, details of which are available from the Department of Human Resources:

Group Health Insurance Plan
Group Dental Insurance Plan
Group Life Insurance Plan
Group Dependent Life
Group Long Term Disability Plan (LTD)
Group Accidental Death and Dismemberment Insurance Plan (AD&D)

The eligibility requirements of the Benefit Plans shall govern in determining who among the eligible Members is eligible to participate, and the extent of such participation, in the said Plan.

36.4.1 The University agrees to continue the Benefits Committee. The Association appoints one representative to this Committee.

36.4.2 A Member who has been employed on a continuous basis for a minimum of 20 years and has been absent from work for 30 months due to illness, accident or disability and has subsequently had their employment terminated will be eligible to continue extended health and dental benefits in accordance with the terms of the plan. Cost sharing of premiums will continue for a maximum period of (ten) 10 years or to age 65 whichever comes first. The cost sharing for that period will be based on the Employer paying 50% of the premium cost at the time of termination. Future increases in premium costs will be borne by the former Member.

36.5 **Parking**

Members may park their cars, at no cost, in the area around the MacDonald Residence or will pay the same amount for parking permits or daily parking access as all others who use the parking areas of the University.

36.6 Upon retirement, members shall be entitled to retain free parking as well as email and library services at Cape Breton University.

ARTICLE - 37

37 TUITION FEE BENEFITS

37.1 The Employer agrees to waive tuition fees for Members of the bargaining unit other than term appointees (hereinafter called eligible employees) employed in that capacity prior to 6 March 2007 (see Schedule "E" for listing of employees) and their dependent children based on the criteria noted below. The Memorandum dated 30 May 2005 re Tuition Fee Benefit and Tuition Scholarship for BScN Degree shall continue to apply.

The Employer agrees to waive 50% of tuition fees for Members of the bargaining unit other than term appointees (hereinafter called eligible employees) employed in that capacity as of 6 March 2007 and their dependent children based on the criteria noted below:

(a) Dependent Children

(i) The tuition fees waived shall be for full-time or part-time credit courses in any undergraduate degree, diploma, or certificate programme or their equivalent.

(ii) 'Dependent children' shall mean any dependent child of the eligible Member concerned to the end of the academic year of the child's 26th birthday, or beyond that date if the child is dependent on the eligible Member by reason of mental or physical disability. The child must be a child for whom the eligible Member is entitled to claim tax credit under the Income Tax Act in the year in which the tuition waiver is requested or a child not over the age of 26 to whom the Member declares that they provide regular financial support.

Where the child of an eligible Member is living with and financially dependent on an eligible Member, consideration will be given to extending the tuition waiver up to age 27.

(iii) "Tuition fee" shall mean only the basic tuition fee applicable to specific credit courses;

(iv) To qualify for the continuation of the waiver, the child must be eligible to continue in their programme.

(b) An eligible Member of the bargaining unit (employed in that capacity prior 6 March 2007), subject to the approval of the Employer and, where operational requirements permit, is entitled to enrol in a credit course offered by the University outside normal working hours in any undergraduate degree, diploma, or certificate programme or their equivalent and receive tuition fee waiver for such course.

An eligible Member of the bargaining unit (employed in that capacity after the signing of this agreement) is, subject to the approval of the Employer and, where operational requirements permit, entitled to enrol in a credit course offered by the University outside normal working hours in any undergraduate degree, diploma, or certificate programme or their equivalent, and receive a tuition fee waiver of 50% for such course.

(c) Spousal Waiver

A tuition waiver of 50% will be provided to the spouse of an eligible Member enrolled in a credit course(s) in any undergraduate degree, diploma, or certificate programme or their equivalent where the eligible Member has been employed for two or more years prior to the date on which the course will commence.

(d) Admission Criteria

Admission to credit courses shall be subject to:

(i) the normal prerequisite admission requirements;
(ii) the availability of free space within the credit course;
(iii) available space within a given credit course shall be first given to students paying full tuition fees;
(iv) courses delivered by tutorial or distance delivery are ineligible for tuition waiver.

Tuition Waiver benefit and Tuition Scholarship Plan does not apply to the following:

(a) Students enrolled in graduate courses
(b) Students involved in an International Exchange Program

(e) Death or Retirement of an Eligible Member

The above will continue to apply to the spouse and dependent children of currently employed eligible Members after their death or retirement.

(g) A Member who has been employed on a continuous basis for a minimum of 20 years and has been absent from work for 30 months due to illness, accident or disability and has subsequently had their employment terminated will be deemed a retired employee for the purposes of tuition waiver benefit as per Clause 37.1(e).

37.2 **Tuition Scholarship**

(a) Where the dependent child or spouse of a Member (as defined herein) meets the eligibility criteria and conditions for Tuition Fee Benefit as set out in clause 37.1 above and meets the academic standards set out in Schedule D, the tuition benefit may be replaced by a tuition scholarship to the student in an amount equal to the applicable tuition benefit.

(b) Students awarded a tuition scholarship will not be eligible for the tuition fee benefit.

(c) It is understood that these funds described as 'tuition scholarship' are not a budget amount within CBU's budget under current practice and will not be charged against the endowed or non-endowed scholarship lines in CBU's budget. If the Canadian Institute of Chartered Accountants' (CICA) general accounting and auditing principles (GAAP) requires different treatment of this particular tuition scholarship option which would have a negative impact on CBU's budget, the Employer has the right to discontinue the tuition scholarship option following consultation with the Association.

(c) The continuation of this benefit is subject to all legal requirements and, without limiting the generality of this qualification, it is agreed that should taxation law and/or rulings or interpretations from the Canada Revenue Agency (CRA) deem this Tuition Scholarship a taxable benefit for the Member, this option will be discontinued.

ARTICLE 38

38 LEGAL LIABILITY

38.1 Where a Member, as a result of acting in the performance of their employment duties or responsibilities to the University, is the subject of a legal claim up to and including litigation, by a party other than a Party to this Collective Agreement, the University undertakes to defend and, as necessary, to provide and pay for legal representation for such Member and to indemnify and save the Member harmless against damages and/or legal costs agreed to by the Employer or its insurers to be paid as part of a settlement or

as may be awarded in the event of a suit against the Member provided:

(a) that such damages and/or legal costs arose from the action or default of the Member acting within the scope of their employment, save and except instances of gross negligence or willful misconduct; and

(b) that the Member cooperates fully with the defense of such legal action.

However, where the Member retains their own legal counsel, the University shall be relieved of all obligations under this clause, provided that this shall not apply where the Member engages legal counsel for the purpose of providing to them a legal opinion about the matter, or where such legal counsel is retained to represent the Member in such proceeding and such representation is in no way in conflict with the legal representation and defense of the University in its own right and on behalf of the Member.

38.2 Members have a strict obligation to give to the University timely notice of any legal action or claim made against a Member as soon as possible after the Member has knowledge of such action or claim or ought reasonably to know that an occurrence may give rise to such action or claim.

ARTICLE 39

39 FINANCIAL DISTRESS/ACADEMIC REASONS CAUSING EMPLOYEE LAYOFFS

39.1.1 The Parties recognize that if the purposes and objectives of the University as well as its public responsibilities are to be served in the future, the Employer must remain financially healthy and must have the ability to add to, delete from and change its courses of study.

39.2 The Parties also recognize that if the purposes and objectives of the University are to be served, the Employer must attract and retain the best possible employees and that its ability to do so depends, in part, on the security of employment it can offer.

39.3 The Parties further recognize that the principles expressed in clauses 39.1.1 and 39.2 may come into conflict and may require that Members be laid off.

39.4 Therefore, while they recognize that the layoff of Members may be necessary, the Parties agree that such layoffs shall occur only as required by:

(a) financial distress; or
(b) academic reasons; or
(c) financial distress and academic reasons;

and further shall only occur after all of the provisions of this Article are met. However, this will not prevent the Employer making a practical, early intervention, in consultation

with the Association, which may avoid the notice prescribed in clause 39.6. The Association will be informed in writing when such early intervention is being done under Article 39.

39.5 Financial distress is defined as a situation where the University experiences financial losses that will threaten its continued financial sustainability where, based on audited financial statements, the University has incurred two (2) years of operating deficits and on the basis of an independent assessment outlined in 39.7, operating deficits are also projected to continue for two (2) additional years. If the University should experience catastrophic loss of revenue totaling at least $3.5 million in one year (grant and/or tuition), financial distress is immediately confirmed for purposes of this article.

39.6 When the President considers that there is financial distress, or academic reasons, or financial distress and academic reasons, which would justify laying off a Member they shall provide written notice thereof to the Board, the Senate, and the Association.

39.7 Within five (5) days of provision of this notice, the Association and the Board shall each appoint two (2) persons, who shall agree on a fifth person to be the Chair of the Committee, or failing such agreement, the Chair shall be selected by lot from a list to be agreed upon by the Parties. The Committee shall: 1) give to the Board a non-binding opinion as to whether the President is correct in their decision under 39.6; and 2) examine possible methods of avoiding layoffs. The committee shall arrange for an independent assessment of the state of the University's operating finances by a qualified auditing firm. The opinion of the independent auditing firm, supplemented by other relevant financial information and documentation provided by the University, shall inform the Committee's work in exploring all methods and formulating a plan to alleviate any financial crisis.

Such efforts may include, but are not restricted to:

a) hiring freezes;
b) exploring cost saving in other areas of the University's operation;
c) realignments of the University's budget;
d) improving revenues;
e) reducing academic or library staff through enhanced voluntary early retirement and voluntary transfer to partial employment (see Article 36.2);
f) voluntary reassignment within the institution;
g) voluntary layoff for up to one year;
h) non-replacement of faculty members who leave or have left the University;
i) reduction of administrative positions through consolidation of positions;
j) pursuing incremental operating funding.

39.8 Within fifty (50) working days of the provision of the said notice, the Committee referred to in clause 39.7 shall report in writing to the Board, the Senate, the President, and the Association.

39.9 If, following the receipt of this written report or following the expiration of the period of

time specified in clause 39.8, the President shall within ten (10) days report to the Board outlining the President's plans to avoid or confirm the layoff of members. The Senate and the Association will be notified of the President's recommendation.

39.10 Following receipt and due considerations of both the Committee's report and President's response, the Board may then make such decisions as it deems to be in the best interests of the University.

39.11 Within five (5) working days of any decision to lay off Members under clause 39.13, the Association shall appoint three (3) Members from 3 different schools and the Board three (3) Deans who shall, by majority vote, within a further twenty (20) days, decide the specific Members who shall be laid off.

39.12 If following the expiration of the said twenty (20) day period the Committee referred to in clause 39.11 has not made the decision required thereunder, then the Board shall make the decision.

39.13 Subject to clauses 39.14 and 39.15, the following shall determine the specific persons to be laid off:

- faculty Members shall be laid off in the order of term employees, probationary tenure-track faculty Members and tenured Members; and
- a Member with less continuous service in a Department or the Library shall be laid off before a Member with more continuous service.

39.14 A person who would otherwise be laid off as determined by clause 39.13 shall not be laid off and another person shall be laid off, if the person who would otherwise remain is not able or qualified to perform the work required to be performed in the Library or in the Department concerned. The work required to be performed shall be determined by majority agreement of the Committee under Article 39.11. In evaluating qualifications and ability, the sole criteria used will be whether or not continued existence of an academic program requires the retention of the services of a member who would otherwise have been chosen for layoff under these clauses.

39.15 No tenured faculty Member shall be laid off without having received nine (9) months' notice. No other Member shall be laid off without having received six (6) months' notice.

39.16 A tenured faculty Member, or a librarian, lab instructor, Writing Centre Coordinator, or Nursing Practice Educator, who has permanence, who is laid off shall receive for each year of continuous service, one (1) month's salary, as termination pay, to a maximum of twelve (12) months' salary in the case of a layoff for financial distress, or for financial distress and academic reasons; and a maximum of eighteen (18) months for academic reasons.

Termination pay will commence at the time of lay off and will be paid on a bi-weekly

basis until such time as the Member is recalled to work or until such time as the full amount of termination pay as calculated above has been paid out to the member, whichever comes first. If the Member is recalled prior to receiving the maximum amount, there will be no further entitlement to the balance unless the recall is to a term position. In that case, the balance will become payable in bi-weekly installments once the term appointment has ended.

Such termination pay will be paid out at the end of the lay off period and will be paid based on the rate of pay the Member was receiving at the time of their lay off.

39.17 No new person shall be hired as a faculty Member, librarian, lab instructor, Writing Centre Coordinator or Nursing Practice Educator until all tenured faculty orlibrarians, lab instructors, Writing Centre Coordinator or Nursing Practice Educator on layoff, who have the required qualifications and abilities, have been offered the position, provided, however, that if a tenured faculty Member, or librarian, lab instructor, Writing Centre Coordinator or Nursing Practice Educator, who has permanence accepts a term appointment pursuant to this clause they shall automatically be on layoff at the end of the term unless she/he receives a further appointment pursuant to the terms of this Agreement.

39.18 If a tenured faculty Member or a librarian, lab instructor, Writing Centre Coordinator or Nursing Practice Educator has been on layoff for more than two (2) years, clause 39.16 shall not apply to them.

39.19 For the purposes of clauses 39.15 and 39.16, a Member who, in lieu of layoff, has been transferred to an administrative position or is retraining during a period of layoff, shall be deemed to have been laid off.

39.20 A Member who has been transferred to another Department when they otherwise would have been laid off shall have, subject to the Member having the necessary qualifications and abilities, the right of first refusal of each position which becomes available in the Member's original Department. For the purposes of this clause, the Library is a Department.

ARTICLE 40

40 INTELLECTUAL PROPERTY

40.1 General

40.1.1 Intellectual property means any result of intellectual or artistic activity, created by a Member that can be owned by a person. This includes, but is not limited to, inventions, publications, computer software, works of art, industrial or artistic designs, as well as other creations that can be protected under patent, copyright, or trademark laws. It does not include course and program titles and descriptions as they appear in the University Calendar and as they appear in the forms used in the approval process of courses and programs. Specific course content is owned by the Member who created such content except where the provisions of 40.1.3 apply.

40.1.2 Any provisions of this Article shall apply to joint creators of a piece of intellectual property, on a pro rata basis.

40.1.3 Subject to clauses 40.1.4, 40.2 and 40.3, all intellectual property is owned by the Member who creates it except in those cases:

(a) where there is a written contract to the contrary between the Member and the Employer, or between the Member and a third party, or between the Member and the Employer and a third party which assigns the ownership rights of the intellectual property to the Employer or the third party; or

(b) where the Employer provides contribution from the Employer's resources, personnel or facilities (referred to for convenience as 'Employer assistance'), the Member agrees to share ownership rights of the intellectual property with the Employer in percentages of ownership established by means of a contract between the Member and the Employer. Payment of the Member's regular salary and benefits and the provision of a normal academic environment and/or facilities which the Member uses to carry out their duties and responsibilities to the University shall not be included among such assistance.

40.1.3.1 When a Member negotiates a contract referred to in 40.1.3(b), 40.2.2 or 40.3.2, the Association shall act as an advisor to the Member. The Association shall be given a copy of the contracts within 10 days of its conclusion. The nature and content of such contracts will remain strictly confidential.

40.1.4 The University is hereby granted a non-exclusive, royalty-free, irrevocable, indivisible, and non-transferable, right to use solely for its internal non-commercial educational and research purposes, all intellectual property created by Members as part of the discharge of their employment duties and responsibilities until such time as the Member is no longer

employed by the University. The University agrees that a Member who owns intellectual property has the unqualified right to disseminate such property by any means whatsoever.

40.1.5 Members hereby agree to waive any claim for monetary compensation arising out of copyright or other intellectual property claims in relation to teaching materials created, developed or produced by Members internally within the University as part of the discharge of their teaching or instructional duties under this Agreement.

40.1.6 The Employer shall not enter into any agreement with a third party which alters or abridges, the intellectual property rights of a Member without the Member's written consent.

40.1.7 In the event that the ownership rights of intellectual property becomes a matter of dispute, the matter shall be submitted to mediation before an individual expert in such matters mutually agreeable to the Employer and the Member. If a satisfactory resolution is not provided by mediation, the matter may be submitted to arbitration as specified in Article 41 (Grievance & Arbitration), provided, however, that the Arbitration Board Chair, or sole Arbitrator, if applicable, shall be an individual knowledge in such matters.

40.1.8 In the event that either the *Patent* or *Copyright Acts* of Canada are amended, the parties agree to re-open negotiation of this Article with a view to making mutually agreeable amendments which they consider necessary as a result of such legislative amendments.

40.2 **Copyright**

40.2.1 Except as herein specified, the Employer shall have no interest in and shall make no claim to the copyright in any work produced or created by a Member without the Employer's assistance as described in clause 40.1.3(b).

40.2.2 The Employer may enter into a contract with a Member the terms of which give the Employer sole ownership or part ownership in the copyright of any work.

40.3 **Patents**

40.3.1 The Employer waives, disclaims and abandons any interest in or claim to any invention made by a Member without the Employer's assistance as described in clause 40.1.3(b).

40.3.2 The Employer may enter into a contract with a Member the terms of which give the Employer sole ownership or part ownership in an invention and any patent obtained for the invention.

ARTICLE 41

41 GRIEVANCE AND ARBITRATION

41.1 Other Processes and Procedures

Procedures and/or processes specifically established in Articles or clauses of this Agreement to resolve disagreements or to appeal decisions will be completed prior to resorting to the following Grievance and Arbitration procedures.

41.2 Definition of Grievance

A grievance is any dispute or difference arising out of the application, non-application, administration, interpretation, or alleged violation of the provisions of this Agreement.

41.3 Designates

All references in the following to the Dean, Dean of the Library & Multicultural Learning or Vice-President, Academic and Provost of the University and to the President of the Association shall, for the purposes of this Article only, include designates of each of them from time to time.

41.4 Types of Grievances

An individual grievance is a grievance initiated by an individual Member; an Association grievance is a grievance initiated by the Association; an Employer grievance is a grievance initiated by the Employer. Nothing in this Article shall be deemed to preclude either the Association or the Member(s) from each initiating a grievance arising out of the same incident or event, provided that such grievances shall be processed simultaneously, including at arbitration. Where such grievances contain any common elements of alleged breaches of this Agreement or remedy, such common elements shall be merged into the Association grievance.

41.5 Formal Grievance Procedure

(a) With the exceptions noted in 41.5(b) and 41.5(c), the grievor shall initiate the grievance at Step I of the grievance procedure. No grievance shall be processed through the grievance procedure that has not been initiated within twenty (20) days of the occurrence of the incident giving rise to the grievance, or twenty (20) days from the time when the grievor first became aware of the incident giving rise to the grievance. Should the incident giving rise to the grievance have occurred outside the Academic Year, the grievor shall have twenty (20) days from the start of the Academic Year in which to initiate the grievance or from the time within the following Academic Year when the grievor first became aware of the incident giving rise to the grievance.

(b) The following grievances shall be initiated at Step II:

(i) denial of tenure, permanence, re-appointment or promotion of a Member;
(ii) an Association or Employer grievance (see 41.6, 41.7).

(c) Grievances involving the dismissal of a member shall be initiated at Step III. In such cases, the grievor shall, as part of that step complete and file the grievance form attached as Appendix A to this Agreement within and not later than ten (10) days after the member is notified of the final dismissal decision of the Employer.

(d) Any step or time limit in this Article may be by-passed or delayed by the written consent of both parties and all references to "day" shall be as defined in Article 3. No grievance shall be rendered invalid by reason of technical defect or irregularity.

41.5.1 **Step I (Individual Grievances)**

(a) An individual grievance shall be filed in writing by the aggrieved Member with their Dean or the Dean of the Library & Multicultural Learning, as appropriate, by completing the grievance form attached as Appendix A to this Agreement, after it is endorsed by a grievance officer of the Association, within the time frame specified in 41.5(a).

(b) Within ten (10) days following receipt of the grievance, the relevant Dean or Dean of the Library & Multicultural Learning shall meet with the grievor, who may be accompanied by a grievance officer of the Association, to attempt to resolve the grievance. The Dean or Dean of the Library & Multicultural Learning may also be accompanied by a representative. If the grievance is resolved at this step, such settlement shall be reduced to writing and countersigned by the Member, their Dean or the Dean of the Library & Multicultural Learning, and the Association President, within seven (7) days following the date of the meeting. In the event that the grievance is not settled at this step, the Dean or Dean of the Library & Multicultural Learning shall, within five (5) days of the meeting, give a reply in writing to the grievor and to the Association.

41.5.2 **Step II (Individual Grievances)**

(a) If the grievance is not resolved in Step I or if the Dean or Dean of the Library & Multicultural Learning fails to respond within fifteen (15) days of receipt of the grievance, the grievor may within a further ten (10) days submit their grievance to the Vice-President, Academic and Provost. Grievances initiated at Step II shall be initiated within twenty (20) days of the date upon which the grievor knew or ought to have known of the incident or event giving rise to the grievance.

(b) No individual grievance shall proceed beyond Step II of the grievance procedure without the written consent of the Association except where the grievance alleges a breach of academic freedom or involves the loss of the individual's employment resulting from a decision of the Employer. In those cases where a Member alleges a breach of academic freedom or a Member has lost employment as a result of the Employer's decision, the individual Member shall be responsible for all arbitration expenses which are normally the Association's responsibility. A settlement of, or an award arising from, a grievance taken beyond Step II without the Association's consent shall be without prejudice or precedent to the Association, the Employer, or any other Member.

(c) Within ten (10) days following receipt of the grievance, the Vice-President, Academic and Provost shall meet with the individual grievor, who shall be accompanied by a grievance officer of the Association, to attempt to resolve the grievance. The Vice-President, Academic and Provost may also be accompanied by a representative. If the grievance is resolved at this step, such settlement shall be reduced to writing and countersigned by the Member, the Vice-President, Academic and Provost and the Association President within seven (7) days following the date of the meeting. In the event that the grievance is not settled at this step, the Vice-President, Academic and Provost shall, within five (5) days of the meeting, give a reply in writing to the grievor and to the Association.

41.5.3 **Step III**

If the foregoing procedure does not resolve the grievance, the grievor may submit the matter to arbitration pursuant to clause 41.11.

41.6 **Association Grievance**

Where the Association grieves on behalf of an individual Member(s) or a group of Members, such grievance shall be initiated by forwarding a grievance according to the procedures outlined in clause 41.5(b) above within twenty (20) days of the date upon which the Association knew or ought to have known of the incident or event giving rise to the grievance.

The Association may file a grievance on its own behalf by completing the grievance form attached as Appendix A within twenty (20) days of the date upon which the Association knew or ought to have known of the incident or event giving rise to the grievance. Within ten (10) days following receipt of the grievance, the Vice-President, Academic and Provost shall meet with the Association President to attempt to resolve the grievance. If the grievance is resolved at this step, such settlement shall be reduced to writing and countersigned by the Association President and the Vice-President, Academic and Provost within seven (7) days following the date of the meeting. In the event that the grievance is not settled at this step, the Vice-President, Academic and Provost shall, within five (5) days of the meeting, give a reply in writing to the Association President.

If the grievance is not resolved according to this procedure, the Association may submit the matter to arbitration pursuant to clause 41.11.

41.7 **Employer Grievance**

The Employer may grieve by forwarding the grievance form attached as Appendix A to the Association President within twenty (20) days of the date upon which the Employer knew or ought to have known of the incident or event giving rise to the grievance. Within ten (10) days following receipt of the grievance, the Association President shall meet with the Vice-President, Academic and Provost to attempt to resolve the grievance. If the grievance is resolved at this step, such settlement shall be reduced to writing and countersigned by the Association President and the Vice-President, Academic and Provost within seven (7) days following the date of the meeting. In the event that the grievance is not settled at this step, the Association President shall, within five (5) days of the meeting, give a reply in writing to the Vice-President, Academic and Provost. If the grievance is not resolved according to this procedure, the Employer may submit the matter to arbitration pursuant to clause 41.11.

41.8 **Grievance Officers**

The Association may appoint up to five (5) Member grievance officers. The role of the grievance officer shall be to assist in the processing of grievances under this Article. Wherever possible, such activity will be carried out:

a) only after the grievance officer notifies their immediate management supervisor of same; and

b) provided such activity does not unreasonably interfere with the performance of the grievance officer's work responsibilities to the Employer.

41.9 **Protection of Members Involved in the Processing of Grievances**

The Employer shall not harass, intimidate, coerce or penalize in respect of matters related to employment, a Member by reason of their bona fide participation in the investigation and/or resolution of the Member's own grievance or any other grievance.

41.10 **Access to Information**

On request by either the Association or the Employer, the other Party shall provide access to documents relevant to the subject matter of a grievance, including, without limiting the generality of the foregoing, copies of minutes of any meeting where the subject matter which gave rise to the grievance was discussed, copies of any documents considered and copies of any written recommendations made during any procedures leading up to the matter being grieved, provided, however, that such documents shall not include privileged or confidential documents. For better certainty, it is the intent of this clause to

encourage the Parties to provide each other with as much documentary access as reasonably possible with a view to an open, fair and expeditious processing of grievances.

41.11 **Arbitration**

No matter may be submitted to arbitration unless the grievor has carried it through all the steps of the grievance procedure. An individual, Association, or Employer grievor wishing to refer a grievance to arbitration, shall give to the other party written notice of intention to arbitrate and at the same time name a nominee to the Arbitration Board. Such notice shall be given within and not later than twenty (20) days of the day on which the grievor received the reply to the grievance at the conclusion of the grievance procedure. In the case of a grieved dismissal, the reference to arbitration shall be in accordance with clause 41.5(c) above. The Party receiving such notice shall, within and not later than ten (10) days of the receipt of such notice, advise the other Party of the name of its nominee to the Arbitration Board. The two (2) nominees so appointed shall within five (5) days of the appointment of the latter of them attempt to agree on a third person as Chairperson. If either Party fails to appoint its nominee to the Board within the time for doing so, the other Party may request the Nova Scotia Minister of Labour to appoint the nominee for the Party in default. If the Parties do appoint their nominees as required, but the nominees are unable to agree upon a chairperson within the time for doing so, either Party may then request the Nova Scotia Minister of Labour to appoint the chairperson. Subject to clause 41.5 Step II (b) above, each Party shall pay the fees and expenses of the arbitrator they appoint and one-half of the fees and expenses of the chairperson of the Arbitration Board or of the sole arbitrator that are not paid by the Minister of Labour.

The Arbitration Board, in the conduct of the proceeding:

(i) shall determine its own procedures but shall give all parties full opportunity to present evidence and to make representations to it;

(ii) shall confine itself to the grievance submitted to arbitration and shall not determine any other issue(s) except that the Arbitration Board shall have the power to determine whether any particular grievance is arbitrable;

(iii) shall adjudicate all differences between the parties as contained in the grievance and decide all relevant questions of fact or law necessary to determine the substantive arbitrable issues raised by the grievance, including applying relevant arbitral standards in accordance with established legal principles which apply where there are allegations of arbitrariness, bad faith, discrimination, or unreasonableness having regard to all relevant criteria;

(iv) shall not alter, add to, amend or modify any of the provisions of this Agreement;

(v) where it determines that there is just cause for the dismissal or discipline of a Member by the Employer, may substitute such other penalty for the dismissal or discipline as to the Board seems just and reasonable in all the circumstances, provided that this Agreement does not contain a specific penalty for the infraction that is the subject of the arbitration;

(vi) shall have the power to award compensation for monies and/or benefits lost; including repayment to the Employer of any monies paid pursuant to clause 20.6.2(a) where the Board upholds a suspension without pay and benefits, in whole or in part; such power shall exist for all types of grievances;

(vii) subject to Article 20.6.3, shall render a decision within thirty (30) days of the conclusion of the arbitration hearing unless this time limit is waived by both Parties. The decision of the majority shall be the decision of the Arbitration Board and if there is not a majority decision, the decision of the Chairperson shall be the decision of the Arbitration Board. The decision of the Arbitration Board shall be final and binding on the parties.

41.12 The Parties may agree on a sole arbitrator instead of a Board in which event the provisions of clause 41.11 shall apply mutatis mutandis to such sole arbitrator.

ARTICLE 42

42 FRAUD OR MISCONDUCT IN ACADEMIC RESEARCH OR SCHOLARLY ACTIVITY

42.1 Definition

42.1.1 Nothing in this Article shall be construed to restrict the academic freedom of Members, pursuant to Article 12 (Academic Freedom).

42.1.2 Factors intrinsic to the process of academic research or scholarly activity such as honest error, conflicting data, or differences in interpretation or assessment of data or of experimental design or practice do not constitute fraud or misconduct.

42.1.3 Fraud or misconduct in academic research or scholarly activity includes:

(a) fabrication, falsification, or plagiarism;

(b) failure to recognize by due acknowledgment the substantive contributions of others, **including Indigenous Elders and Knowledge and Language Carriers** including students, or the use of unpublished material of others without permission, or the use of archival materials in violation of the rules of the archival source;

(c) failure to obtain the permission of the author before making significant use in any publication of new information, concepts or data obtained through access to

manuscripts or grant applications during a review process for purposes of considering renewal of probation, promotion, or tenure or during review of such information or materials when assisting a colleague obtain approval for publication of the results of their research, or during a review of materials sent to a Member for review by a granting committee, council or agency, either internal or external;

(d) attribution of authorship to persons other than those who have participated sufficiently in the work to take public responsibility for its intellectual content. Purely formal association with the research project, such as the headship of a laboratory or Faculty, where the head or Dean had no direct research or research direction involvement may be noted as an acknowledgment, but not as authorship. General supervision of a research group is not normally sufficient for authorship, but may be acknowledged. Technical help, data collection or critical reviews of a manuscript prior to its publication may be acknowledged in a separate paragraph;

(e) submission for publication of articles originally published elsewhere except where it is clearly indicated in the published work that the publication is intended to be a republication;

(f) unauthorized and intentional diversion of the research funds of the University, federal or provincial granting councils or other sponsors of research;

(g) material failure to comply with relevant federal or provincial statutes**, relevant Indigenous laws,** or regulations for the protection of researchers, human subjects, **the physical environment,** or the health and safety of the public, or for the welfare of laboratory animals;

(h) material failure to meet other relevant legal requirements that relate to the conduct or reporting of research or scholarly activity;

(i) failure to reveal material conflict of interest to sponsors or to those who commission work, or when asked to undertake reviews of research grant applications or manuscripts for publication, or to test products for sale or for distribution to the public;

(j) failure by those involved in a research project to reveal to the University any material financial interest in a company that contracts with the University to undertake research, particularly research involving the company's products or those of its direct competitors, or to provide research-related materials or services. Material financial interest includes ownership, substantial stock holding, a directorship, significant honoraria or consulting fees but does not include routine stock holding in a large, publicly traded company.

42.2 **Retention of Research or Scholarly Activity Materials**

42.2.1 Employees shall only be responsible for providing an Arbitration Board access to research or scholarly activity materials which are in their possession and not for research materials which may be stored in archives, libraries or other institutions which the University may consult at its expense and according to the rules of the host institution.

42.2.2 Normally, employees shall retain research or scholarly activity materials that are within their personal control for five years.

42.2.3 No disciplinary action may be taken in respect of any research or scholarly activity if such disciplinary action is initiated more than two (2) years after the date upon which such activity came to the attention of the University, but in any event, no later than five (5) years after such activity was completed.

42.2.4 Where there are substantial costs involved in the retention of research material which the Employer requires be retained, such costs shall be borne by the Employer.

42.2.5 The employee shall be indemnified by the Employer for any material loss resulting from the search or seizure, change of supervisory personnel, or access by third parties to or the use of their research or scholarly activity materials in the course of any investigation, inquiry or arbitration.

42.3 **Grievance and Arbitration**

42.3.1 Any discipline, other than dismissal imposed on an employee for fraud or misconduct in research or scholarly activity shall be subject to Article 41 (Grievance and Arbitration).

42.3.1.1 If such discipline is referred to an Arbitration Board pursuant to Article 41 (Grievance and Arbitration), the Employer shall bear the onus of proving just cause for any such discipline. The Board shall have authority to vary the disciplinary penalty imposed by the Employer.

42.3.2 In any arbitration proceeding, in considering the issue of whether a Member's actions constituted fraud or misconduct in academic research or scholarly activity, that matter shall be considered *de novo* and the report of any previous inquiry into such matter shall not be admitted into evidence.

42.3.2.1 No person consulted by the University concerning the case shall be appointed an arbitrator in any subsequent arbitration dealing with these allegations.

42.3.3 In any arbitration where an allegation of fraud or misconduct in research or scholarly activity is involved, the Arbitration Board, in addition to determining the issue giving rise to the grievance at arbitration, where it finds that an allegation of fraud or misconduct is

unfounded, shall determine whether the person making such allegation did so recklessly, maliciously, or in bad faith.

42.4 **Report of Allegations**

42.4.1 All allegations of fraud or misconduct in research or scholarly activity shall be in writing, with documented evidence, signed, dated and directed to the Dean of Research and Graduate Studies (the 'Dean' which shall include their designate). The Dean may refer the allegations to a designate.

42.4.2 The Dean or designate shall investigate the allegations promptly, fairly, and in a confidential manner. All those contacted by the Employer in the course of this investigation shall be explicitly informed that the process is confidential.

42.4.3 Before an investigation begins, the Dean shall inform, in writing, the employee named in the allegations (the 'respondent') of the investigation with a summary thereof sufficiently detailed to permit them a fair opportunity to respond if they wish to do so. The Dean shall request, in writing, a meeting with the respondent and shall, in writing, inform the respondent of their right to be accompanied by a representative of the Faculty Association. Any statements against interest made by the Dean or the respondent at such meeting shall be without prejudice, and accordingly, any proceedings related to the allegations shall be conducted *de novo*.

42.4.4 If the Dean finds that a formal investigation is warranted, they shall give written notice to the respondent, the Association, and the complainant that such investigation is to be conducted. The written notice shall include a copy of the signed allegations to allow the respondent an opportunity to respond, and shall inform the respondent in writing of their right to be represented by the Association.

42.5 **Formal Investigation**

42.5.1 The formal investigation process commences when the respondent has received the written notice specified in 42.4.4. A representative of the Faculty Association shall be present at any meeting involving the respondent during the course of the formal investigation. Any statements against interest made by the Dean or the respondent at such meeting shall be without prejudice, and accordingly, any proceedings related to the allegations shall be conducted *de novo*.

42.5.2 The Dean shall investigate the allegations promptly and in a confidential manner, ensuring that the respondent has adequate opportunity to know any evidence presented and to respond to that evidence if they choose to do so.

42.6 **Outcome of the Investigation**

42.6.1 Within fifteen (15) working days following commencement of the formal investigation, the Dean shall make a written report to the President. The report shall include a copy of the signed allegations, the written response, if any, from the employee(s), and the finding as to whether or not the allegations have been upheld, together with the reasons for the finding. Copies of the report shall be provided to the respondent, the complainant and the Faculty Association.

42.6.2 Within ten (10) working days following receipt of this report, the President shall notify the respondent, in writing, with a copy to the Faculty Association, of the outcome of the inquiry. Any action(s) or sanction(s), they propose to impose on the respondent shall be applied pursuant to Article 20 (D&D). Where such action involves discipline or dismissal, Article 20 shall be followed. The complainant shall be notified, in general terms, whether the President imposed any action or sanction on the respondent, but not the details of such action or sanction.

42.6.3 A statement from the President that a Member is guilty of fraud or misconduct in research or scholarly activity, with or without any formal sanctions, constitutes discipline and may be grieved and arbitrated, pursuant to Article 41 (Grievance and Arbitration).

42.6.4 Any finding of fraud or misconduct in research or scholarly activity shall require clear, cogent, and convincing proof.

42.6.5 If the University decides after the formal investigation not to take disciplinary action against the respondent named in the allegations, or if an Arbitration Board decides in their favour, the University shall remove all documentation concerning the allegations from the employee's Official File, and shall, at the sole discretion of the respondent, destroy the documentation or transfer it to the employee, except that it shall retain any arbitration award.

42.6.6 The University shall take such reasonable steps as may be necessary to:

(a) protect the reputation and credibility of Members wrongfully accused of fraud or misconduct in research or scholarly activity, including written notification of the outcome of a formal investigation or arbitration proceeding to all agencies, publishers, or individuals who were informed by the Employer of the investigation.

(b) protect the rights, positions and reputations of employees who in good faith make allegations of research or scholarly activity misconduct, or whom it calls as witnesses in the formal investigation conducted by the Dean. Such protection shall include application of Article 38 (Legal Liability) should the employee be sued for their participation in any investigation or in arbitration proceedings.

(c) minimize disruption to the research of the person making the allegation, and of any third party whose research may be affected, by the securing of evidence relevant to the allegation during the course of any investigation; and

(d) ensure that any disruption in research, teaching or community service resulting from allegations of fraud or misconduct does not adversely affect future decisions concerning the careers of those referenced in (a-c) above.

42.6.7 The University shall take appropriate disciplinary or other action against employees or students who make unfounded allegations of fraud or misconduct in research or scholarly activity misconduct which are reckless, malicious or in bad faith. When such action is taken against a Member, it shall only be taken pursuant to Article 20 (D&D).

42.6.8 If the Employer's investigation or the Arbitration Board sustains an accusation of fraud or misconduct in research, and if that research is funded by an outside agency or has been published or submitted for publication, the President shall inform the agency or publisher concerned of the decision, as well as the Faculty Association, the complainant and respondent. In any event, if the outside agency or publisher has been informed of the proceedings before a judgment has been rendered, the President shall send a copy of the decision of the University administration or the Arbitration Board to the agency or publisher concerned.

42.7 **Conflict of Interest**

42.7.1 In the event that the Dean is the complainant, the President shall designate the Vice-President, Academic and Provost to serve in place of the Dean for purposes of this article and the President shall serve in the role of the Vice-President, Academic and Provost for the purposes of this article.

ARTICLE 43

43 SALARIES, OVERLOADS, SPRING/SUMMER STIPENDS

43.1 Salary Grids

Attached as Schedule 'A' are salary grids for Faculty, Librarian**,** Nursing Practice Educators and Laboratory Instructor Members. The first grid shall commence on **1 July 2025**. The second grid shall commence on **1 July 2026**. The third grid shall commence on **1 July 2027**.

Nursing Practice Educators:
If a Nursing Practice Educator acquires a Masters Degree in Nursing, she will move to the next step on their scale effective 1 July following the acquisition of the degree. Such increase will be given in addition to their normal incremental increase provided they have not reached the top step of the Nursing Practice Educators' scale.

43.2 **Retroactive Pay**

Retroactive pay shall be given only to those Members of the bargaining unit who, on the date of signing of this Agreement, are employed by the University and who had periods of employment in the bargaining unit from **1 July 2025** until the date this Agreement is signed, and also to those former Members of the bargaining unit who retired after **1 July 2025** for those full pay periods worked by such retirees until their date of retirement, for which periods retroactive adjustments will be made, less required deductions, to such persons as soon as such payment can be reasonably made after the date of signing of this Agreement.

43.3 **Promotion**

If a Member is promoted to a higher rank or position, they shall, effective the 1 July of the year in which the promotion becomes effective, be placed on the grid applicable to the rank or position to which they are promoted at the next higher grid step on the new grid which produces an actual salary increase.

43.4 **Limited Term Appointments**

All Members on limited term appointments will receive salaries that are a fraction (numerator number of months worked, denominator twelve) of the appropriate grid placement as determined by the Employer, in consultation with the Association, for the Member concerned.

43.5 Members' Overloads and Spring/Summer Stipends

	Effective		
	01-Jul-25	01-Jul-26	01-Jul-27
	2.50%	3.25%	3.25%
Nine (9) credit course (Nurse Practice Assignment Overload)	$ 20,059	$ 20,711	$ 21,384
Six (6) credit course (Overload, Spring/Summer **& Nursing Practice Assignment Overload**)	$ 13,373	$ 13,807	$ 14,256
Three (3) credit course (Overload, Spring/Summer **& Nursing Practice Assignment Overload**)	$ 6,686	$ 6,904	$ 7,128
Six (6) credit lab (3 hr)	$ 6,686	$ 6,904	$ 7,128
Three (3) credit lab (3 hr)	$ 3,343	$ 3,452	$ 3,564
Six (6) credit lab (1.5 hr)	$ 3,343	$ 3,452	$ 3,564
Three (3) credit lab (1.5 hr)	$ 1,672	$ 1,726	$ 1,782
Course Per Credit Hour	$ 2,229	$ 2,301	$ 2,376
Lab Per Credit Hour	$ 1,114	$ 1,151	$ 1,188
Print Based - Distance On-Line Course Delivery (when paid on per student basis) delivered outside normal load	95% Tuition	95% Tuition	95% Tuition
On-Line Course Delivery (Distance) Development (when developed outside normal load) (per course credit)	$ 953	$ 984	$ 1,016
Graduate Degree six (6) credit	$ 15,222	$ 15,717	$ 16,228
Graduate Degree three (3) credit	$ 7,611	$ 7,858	$ 8,114
Challenge Exam	95% of fee	95% of fee	95% of fee

43.5.1 Lab Stipends on Overloads

Lab stipend shall be applied separately to both the lab delivery and preparation (prep). A member assigned one unique lab as an overload or ICA will receive 2x the stated stipend stated in 43.5. A member who has been given credit for the prep as part of their regular load or doing a second delivery of an overload or ICA shall receive 1x the stated stipend in 43.5.

ARTICLE 44

44 DEPARTMENT CHAIRS

Members shall be selected Chairs of Departments in accordance with applicable Departmental Bylaws.

44.1 (a) The Chair is 'primus inter pares' in an academic Department, provides academic and administrative leadership within the Department, represents the Department to other areas of the University, and works to achieve, in cooperation with the Department, Dean and other bodies of the University, progress and development in all matters affecting the academic life of the Department, the Faculty and the University. In representing the Department, the Chair will put forward the view of the Department.

(b) Although responsible for communication, organization and administration within the Department, the Chair remains a scholar for whom teaching and research are also fundamental responsibilities.

(c) Basic Departmental policy, developed within the framework of Faculty and University policies, will be established and approved by the Department. The Chair shall execute such policies and be responsible administratively to the Dean.

(d) In keeping with the concept of 'primus inter pares' the Chair shall make available to Department Members all information relevant to the organization, administration and representation of the Department.

44.2 The Chair shall exercise the following particular responsibilities:

(a) initiate and formulate Departmental academic policies, and the planning and development of academic programs;

(b) supervise generally the programs and progress of students in the Department;

(c) make known and carry out University policies as formulated by the Employer, Senate or Faculty as they affect the Department;

(d) meet on a regular basis with the Dean to review the operation of the Department;

(e) initiate recommendations relating to Departmental appointments, renewals, promotions or tenure in accordance with provisions of the Agreement;

(f) advise the Department Members of their teaching, research and other responsibilities, and bring to the attention of a colleague any reported neglect of such responsibilities;

(g) prepare, in consultation with Department colleagues and the Dean, an allocation of

teaching responsibilities, pursuant to Article 25 (Laboratory Instructor Workload); Article 26 (Nursing Practice Educator Workload) and Article 27 (Faculty Workload);

(h) advise the Department and Dean of courses or sections of courses which may have to be cancelled for lack of instructors or students;

(i) assist with operating and capital budget estimates and administer authorized budgets;

(j) facilitate appropriate student involvement in the affairs of the Department;

(k) call and chair meetings of the Department;

(l) arrange for Departmental approval of faculty and Nursing Practice Educators to teach courses and arrange for ICA contracts to be prepared;

(m) coordinate Departmental recommendations for sabbatical/industrial leaves;

(n) provide input into professional development applications in accordance with the procedures in Article 32 (Professional Development);

(o) coordinate Departmental input into program review process.

(p) other related duties consistent with the Chair's role, as described in 44.1.

44.3 Stipends for Department Chairs shall be as follows:

Department Chair Stipends		
01-Jul-25	**01-Jul-26**	**01-Jul-27**
2.50%	**3.25%**	**3.25%**
$ 11,851	$ 12,236	$ 12,634

Stipends will be issued in November and June each year. The teaching release will be calculated based on the position count determined by the Dean in consultation with the Department Chair using the Fall/Winter timetable.

For the purpose of teaching releases for Chairs (Article 27.2.3.1) only, positions held by tenured or tenure track faculty, permanent instructors, lab instructors and Nursing Practice Educators plus part-time members and ICAs not otherwise employed at CBU on a full-time equivalency basis, will be counted when determining the number of members in a department.

ARTICLE 45

45 TERM OF AGREEMENT

45.1 This Agreement shall be binding and remain in effect from date of signing of this Agreement until 30 June **2028**, and shall be automatically renewed thereafter for successive periods of twelve (12) months, unless either party requests the negotiation of a new agreement by giving written notice to the other party not less than thirty (30) calendar days, and not more than sixty (60) calendar days, prior to the expiration of this Agreement, or any renewal thereof.

45.2 Where notice is given under clause 45.1:

(a) the parties shall commence collective bargaining within fourteen (14) days after the notice is given, or within such further period as the parties may mutually agree; and

(b) the provisions of this Agreement or any renewal thereof, shall continue in force until a new agreement is signed, or the right to strike or lockout accrues, whichever first occurs.

45.3 Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

45.4 Except as otherwise provided, all provisions of this Agreement shall be prospective from date of signing of this Agreement.

Dated at Sydney, Nova Scotia this 10 day of April 2026.

Board of Governors
Cape Breton University

Cape Breton University Faculty
Association (CBUFA)

APPENDIX A - GRIEVANCE FORM

GRIEVOR'S NAME: _____

DEPARTMENT:_____ PHONE:_____

HOME ADDRESS:_____

HOME PHONE:_____

1. Nature of Grievance:

2. Section(s) of Collective Agreement alleged to have been breached:

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

4. Specific Remedies Sought:

_____ _____

Signature of Grievor Date

APPENDIX B – TEACHING ASSIGNMENT AND FACULTY PROFESSIONAL ACTIVITIES REPORT

SECTION 1 (To be completed by the Dean prior to commencement of the Academic Year, normally before June 1)

Name of Faculty Member:	For the year commencing: Sep 1,

Teaching as assigned by the Dean:

a) Teaching assignment:

Course	# Credits	Course Cap	Anticipated Enrollment

b) Teaching release (if any):

# Credits	Reason

Date Submitted by Dean:

SECTION 2 (To be completed by the faculty member prior to the commencement of the Academic Year, normally no later than June 30.)

a. Teaching History (for previous three (3) years as provided by Dean's Office and verified as correct or amended by the Faculty Member):

Course	Was Syllabus provided to Dean's Office?		Was Course Evaluation Completed?	
For the Period Sep/___to Aug/____:	Yes	No	Yes	No
For the Period Sep/___to Aug/___:				

For the Period Sep/___to Aug/___:				

Other teaching duties (if any):
Include all teaching outside regular loading regardless of type, e.g. Overload, Spring/Summer, tutorial, directed study, distance, off-campus/in-community, or for an institution other than CBU.

Course	Date Assigned	Was Syllabus provided to Dean's Office		Was Course Evaluation Completed	
For the Period Sep/___to Aug/____:		Yes	No	Yes	No
For the Period Sep/___to Aug/____:					
For the Period Sep/___to Aug/____:					

b. Research Activities (as outlined in Article 33.9):

Peer-reviewed Articles for the past five (5) years. Include contributors and date completed.

_____

_____

For each publication, indicate the reference.

Funding (if any):

Amount	Start	Finish	Source

Other Research, Scholarly or Creative Activities:

_____

_____

Add any relevant information such as collaborators, students hired, external partners that would help understand the extent of the work involved.

c. Service (as outlined under Article 33.10):

List service activities in professional organizations, editorial boards, grant applications, assessment, expert panel, etc.:

_____

	List service activities within the institution (CBU) and locally (Cape Breton):
Submitted by:	**Date:**
SECTION 3 (Further follow-up/discussion between Dean and Faculty Member if needed.	
Date of Discussion:	
Topics discussed:	
Suggestions or requests following discussion:	

APPENDIX C – LIBRARIAN PROFESSIONAL ACTIVITIES REPORT

SECTION 1 (To be completed annually before June 1, or September 30 for promotion)

Name of Librarian Member:	For the year commencing: July 1

Normal assignment (To be filled in by **Dean of Library and Multicultural Learning**):
(Brief description example, reference, technical, research, scholarly activity, service)

SECTION 2

a) Reference, Technical, Collection Development Activities:

b) Student/Staff Information Sessions/Instruction:

Instruction Session	Topic or Program	Delivery Method

Indicate whether sessions are new, revamped, updated, maintained, offered annually, etc.
Indicate whether technology based (partly or totally), in classroom setting, or elsewhere, etc.
May describe course or program development, etc.

c) Research or Scholarly Activities:

Publications[1] (if any):

Grants[2] (if any):			
Amount	Start	Finish	Source

[1]For each publication, indicate the reference. Also include the date first submitted, whether in collaboration, etc.
[2]Add any relevant information such as collaborators, students hired, external partners that would help understand the extent of the work involved.

d) Service:

List service activities within the institution (CBU) and locally (Cape Breton):

List service activities in professional organizations, editorial boards, grant application assessment, expert panel, etc. (If serving on a Board, please indicate if you are covered by liability insurance as a Board Member.)

Submitted by:	Date:

SECTION 3 (Further follow-up/discussion between Director and Librarian Member if needed.)

Date of Discussion:
Topics discussed:
Suggestions or requests following discussion:

Date copy provided to Librarian Member:	Date sent to HR Office:

APPENDIX D –LABORATORY INSTRUCTOR'S PROFESSIONAL ACTIVITIES REPORT

SECTION 1 (To be completed by the Dean prior to commencement of the Academic Year, normally before June 1)

Name of Laboratory Instructor:	**For the year commencing:** Sep 1,

Workload as assigned by the Dean:

a) Instructional Contact Hours and Laboratory Preparations:

Fall Course	Contact Hours	**Winter Course**	Contact Hours

b) Reduction in Contact Hours:

# of Hours	Reason

Date Submitted by Dean:

SECTION 2 (To be completed by the Laboratory Instructor prior to the commencement of the Academic Year, normally no later than June 30.)

a) Instructional History (for previous three (3) years as provided by Dean's Office and verified as correct or amended by the Laboratory Instructor):

Course
For the Period Sep/___to Aug/____:

For the Period Sep/___to Aug/____:
For the Period Sep/___to Aug/____:

b) Service:

List service activities in professional organizations, editorial boards, grant applications, assessment, expert panel, etc.:

List service activities within the institution (CBU) and locally (Cape Breton):

c) Non-instructional duties (e.g. chemical stores, maintenance of departmental equipment, outreach responsibilities, rewrite of labs (identify lab and extent of revision):

While research activities are not a requirement, Laboratory Instructors who conduct research may wish to complete the following section:

d) Professional Development (if any):

Dissemination of the Results of Professional Development Activities* for past five years, e.g. peer-reviewed Articles. Attendance at conferences, etc. Include contributors and date completed.

**For each research outcome disseminated indicate appropriate references.*

Funding (as noted in Article 33.9 (a)) (if any):

Amount	Start	Finish	Source

Other Scholarly or Creative Activities:

*Add any relevant information such as collaborators, students hired, external partners th t would help understand the extent of the work involved.

Submitted by:	**Date:**

SECTION 3 (Further follow-up/discussion between Dean and Laboratory Instructor if needed.

Date of Discussion:

Topics discussed:

Suggestions or requests following discussion:

SCHEDULE A - SALARY GRIDS

		2.50%	3.25%	3.25%
LECTURER				
Step	**July 1/24**	**July 1/25**	**July 1/26**	**July 1/27**
1	$ 66,635	$ 68,301	$ 70,521	$ 72,813
2	$ 68,975	$ 70,700	$ 72,998	$ 75,370
3	$ 71,316	$ 73,099	$ 75,474	$ 77,927
4	$ 73,656	$ 75,498	$ 77,951	$ 80,485
5	$ 75,998	$ 77,898	$ 80,430	$ 83,044
6	$ 78,338	$ 80,297	$ 82,906	$ 85,601
7	$ 80,677	$ 82,694	$ 85,382	$ 88,157
8	$ 83,017	$ 85,092	$ 87,858	$ 90,713
ASSISTANT PROFESSOR				
Step	**July 1/24**	**July 1/25**	**July 1/26**	**July 1/27**
1	$ 88,251	$ 90,457	$ 93,397	$ 96,433
2	$ 91,347	$ 93,631	$ 96,674	$ 99,816
3	$ 94,443	$ 96,804	$ 99,950	$ 103,199
4	$ 97,539	$ 99,978	$ 103,227	$ 106,582
5	$ 100,636	$ 103,151	$ 106,504	$ 109,965
6	$ 103,732	$ 106,325	$ 109,781	$ 113,348
7	$ 106,828	$ 109,498	$ 113,057	$ 116,732
8	$ 109,924	$ 112,672	$ 116,334	$ 120,115
9	$ 111,472	$ 114,259	$ 117,972	$ 121,806

ASSOCIATE PROFESSOR

Step	July 1/24	July 1/25	July 1/26	July 1/27
1	$ 107,923	$ 110,621	$ 114,216	$ 117,928
2	$ 111,021	$ 113,797	$ 117,495	$ 121,314
3	$ 114,118	$ 116,971	$ 120,772	$ 124,697
4	$ 117,215	$ 120,146	$ 124,050	$ 128,082
5	$ 120,313	$ 123,320	$ 127,328	$ 131,467
6	$ 123,410	$ 126,495	$ 130,607	$ 134,851
7	$ 126,507	$ 129,669	$ 133,883	$ 138,235
8	$ 129,605	$ 132,845	$ 137,163	$ 141,621
9	$ 132,702	$ 136,019	$ 140,440	$ 145,004
10	$ 135,799	$ 139,194	$ 143,718	$ 148,389
11	$ 138,897	$ 142,369	$ 146,996	$ 151,773
12	$ 141,994	$ 145,544	$ 150,274	$ 155,158
13	$ 145,091	$ 148,718	$ 153,551	$ 158,542

FULL PROFESSOR

Step	July 1/24	July 1/25	July 1/26	July 1/27
1	$ 138,883	$ 142,356	$ 146,982	$ 151,759
2	$ 142,074	$ 145,626	$ 150,359	$ 155,246
3	$ 145,265	$ 148,897	$ 153,736	$ 158,732
4	$ 148,456	$ 152,168	$ 157,113	$ 162,219
5	$ 151,647	$ 155,438	$ 160,490	$ 165,706
6	$ 154,838	$ 158,709	$ 163,867	$ 169,193
7	$ 158,029	$ 161,980	$ 167,244	$ 172,679
8	$ 161,220	$ 165,250	$ 170,621	$ 176,166
9	$ 164,411	$ 168,521	$ 173,998	$ 179,653
10	$ 167,602	$ 171,792	$ 177,375	$ 183,140
11	$ 170,793	$ 175,062	$ 180,752	$ 186,626
12	$ 173,983	$ 178,333	$ 184,129	$ 190,113
13	$ 177,174	$ 181,603	$ 187,505	$ 193,599

LIBRARIAN I/II

Step	July 1/24	July 1/25	July 1/26	July 1/27
1	$ 76,510	$ 78,422	$ 80,971	$ 83,603
2	$ 79,037	$ 81,013	$ 83,646	$ 86,365
3	$ 81,565	$ 83,604	$ 86,321	$ 89,126
4	$ 84,092	$ 86,194	$ 88,996	$ 91,888
5	$ 86,620	$ 88,785	$ 91,671	$ 94,650
6	$ 89,147	$ 91,376	$ 94,345	$ 97,412
7	$ 91,674	$ 93,966	$ 97,020	$ 100,173
8	$ 94,202	$ 96,557	$ 99,695	$ 102,935
9	$ 96,729	$ 99,148	$ 102,370	$ 105,697
10	$ 99,224	$ 101,705	$ 105,010	$ 108,423

LIBRARIAN III

Step	July 1/24	July 1/25	July 1/26	July 1/27
1	$ 90,342	$ 92,601	$ 95,611	$ 98,718
2	$ 92,965	$ 95,289	$ 98,386	$ 101,583
3	$ 95,587	$ 97,977	$ 101,161	$ 104,449
4	$ 98,209	$ 100,664	$ 103,936	$ 107,314
5	$ 100,831	$ 103,352	$ 106,711	$ 110,179
6	$ 103,454	$ 106,040	$ 109,486	$ 113,045
7	$ 106,076	$ 108,728	$ 112,261	$ 115,910
8	$ 108,698	$ 111,416	$ 115,037	$ 118,775
9	$ 111,320	$ 114,103	$ 117,812	$ 121,641
10	$ 113,943	$ 116,791	$ 120,587	$ 124,506
11	$ 116,565	$ 119,479	$ 123,362	$ 127,371
12	$ 119,187	$ 122,166	$ 126,137	$ 130,236

LIBRARIAN IV

Step	July 1/24	July 1/25	July 1/26	July 1/27
1	$ 111,879	$ 114,676	$ 118,403	$ 122,251
2	$ 114,535	$ 117,399	$ 121,214	$ 125,154
3	$ 117,192	$ 120,121	$ 124,025	$ 128,056
4	$ 119,849	$ 122,845	$ 126,838	$ 130,960
5	$ 122,506	$ 125,568	$ 129,649	$ 133,863
6	$ 125,161	$ 128,290	$ 132,459	$ 136,764
7	$ 127,817	$ 131,013	$ 135,270	$ 139,667
8	$ 130,474	$ 133,735	$ 138,082	$ 142,569
9	$ 133,130	$ 136,458	$ 140,893	$ 145,472
10	$ 135,787	$ 139,181	$ 143,705	$ 148,375
11	$ 138,445	$ 141,907	$ 146,518	$ 151,280
12	$ 141,105	$ 144,632	$ 149,333	$ 154,186

LAB INSTRUCTOR

Step	July 1/24	July 1/25	July 1/26	July 1/27
1	$ 61,845	$ 63,392	$ 65,452	$ 67,579
2	$ 64,196	$ 65,801	$ 67,939	$ 70,147
3	$ 66,547	$ 68,210	$ 70,427	$ 72,716
4	$ 68,897	$ 70,619	$ 72,915	$ 75,284
5	$ 71,248	$ 73,029	$ 75,402	$ 77,853
6	$ 73,598	$ 75,438	$ 77,890	$ 80,421
7	$ 75,948	$ 77,846	$ 80,376	$ 82,989
8	$ 78,298	$ 80,256	$ 82,864	$ 85,557

SENIOR LAB INSTRUCTOR

Step	July 1/24	July 1/25	July 1/26	July 1/27
1	$ 66,654	$ 68,320	$ 70,541	$ 72,833
2	$ 69,068	$ 70,794	$ 73,095	$ 75,471
3	$ 71,481	$ 73,268	$ 75,650	$ 78,108
4	$ 73,895	$ 75,742	$ 78,204	$ 80,746
5	$ 76,309	$ 78,217	$ 80,759	$ 83,383
6	$ 78,723	$ 80,691	$ 83,313	$ 86,021
7	$ 81,136	$ 83,165	$ 85,867	$ 88,658
8	$ 83,550	$ 85,639	$ 88,422	$ 91,296
9	$ 85,963	$ 88,112	$ 90,976	$ 93,933
10	$ 88,377	$ 90,587	$ 93,531	$ 96,571
11	$ 90,813	$ 93,084	$ 96,109	$ 99,232
12	$ 93,238	$ 95,569	$ 98,675	$ 101,882

NURSING PRACTICE EDUCATOR

Step	July 1/24	July 1/25	July 1/26	July 1/27
1	$ 94,827	$ 97,198	$ 100,357	$ 103,619
2	$ 97,007	$ 99,433	$ 102,664	$ 106,001
3	$ 99,187	$ 101,667	$ 104,971	$ 108,383
4	$ 101,367	$ 103,901	$ 107,278	$ 110,765
5	$ 103,547	$ 106,136	$ 109,585	$ 113,147
6	$ 105,727	$ 108,370	$ 111,892	$ 115,529
7	$ 106,818	$ 109,488	$ 113,046	$ 116,720

SCHEDULE B - PERSONS IN THE BARGAINING UNIT ON 17 MARCH 2000 AND THEIR STATUS AS OF MARCH 31, 2026

WITHOUT PREJUDICE

NAME	STATUS
Brann-Barrett, Tanya*	Tenure
Britten, Allen	Tenure
Keating, Mary	Tenure
MacDonald, Michael	Tenure
MacNeil, Elaine	Tenure
Tanchak, Michael	Tenure

*will decide upon re-entry to CBUFA

SCHEDULE C - UNIVERSITY RESEARCH GRANT IN LIEU OF SALARY

Application Guidelines and Conditions

A faculty member (tenured or tenure track) or Librarian (permanent) who wishes to pursue a specific research project during any academic year (including a year when on paid leave) may be eligible for this program. The program permits, under certain conditions, the receipt of a research grant in lieu of salary through a mechanism which includes peer review by the CBU RAP Committee. The purpose and object of the proposed expenditures must be warranted in the context of the research proposal. The grant may be used to finance regular research expenses, but not to supplement income. This program covers only research activities and is not intended to cover projects directed at teaching or the development of teaching-related skills. When the research grant is awarded, the funds are no longer considered to be salary but constitute a research grant which is subject to the conditions of the program and research-related policies of the University. Specific conditions relating to the program are outlined below.

Successful applicants will continue to assume full responsibility for their normal teaching, administrative or committee assignments, even though some portion of their salary is received as a research grant. That is, if 20% of the full salary is assigned as a research grant in lieu of salary, this does not constitute 20% reduction in assigned responsibilities.

Grants awarded under this program are considered as taxable income. However, the grant payment will be treated as T4A income for tax purposes and accordingly, no income tax will be deducted by the University. The recipient is responsible for reporting the income to Canada Revenue Agency (CRA) and declaring against it eligible expenditures.

Eligibility

1. An applicant must be a tenured or tenure track faculty member or Librarian (permanent) of the University.
2. Only one University Salary Research Grant per candidate may be held during any one calendar year.
3. Faculty may not apply for another University Salary Research Grant if the report on a previously held University Salary Research Grant is still outstanding.

Please note that CRA has attached additional conditions of eligibility for the Salary Research Grant Program as follows:

1. The University will benefit from the research.
2. The activity is timely and appropriate for the field of interest of the researcher.
3. The amounts requested appear reasonable and justifiable.
4. The research must involve a critical or specific inquiry, having for its aim the discovery of new facts and a discussion of the theoretical interpretation and/or practical application of the findings.

Amount

The maximum grant will be determined by the salary of the applicant. Subject to CRA guidelines, the grant must be awarded and paid to the awardee during the calendar year in which the expenses are incurred. When preparing an application to the program, the applicant should request an amount equal to the eligible expenses included in the proposed budget. Normally, the University will limit the amount of the grant to 30% of the regular annual salary of the applicant.

The minimum amount of a grant must be $1500.

An applicant whose application is approved will have their salary reduced by an amount corresponding to the total of the grant. Grant payments will be included with the regular monthly salary payment; normally, the gross monthly amount of grant and salary (before deductions) may not exceed the normal gross monthly salary. For some research grants, a lump sum payment is possible as long as the expenses can be claimed against revenue in the current calendar year.

Travel and Related Costs

Travel costs will be allowable for purposes essential to the research outlined. According to CRA guidelines, researchers may claim only their own expenses of traveling between their home in Canada and the place at which they temporarily reside while engaged in research work, provided that such travel is essential to the research. Traveling expenses of spouses and children may not be claimed. Researchers are not permitted to claim their own personal and living expenses, including meals and lodging, while temporarily residing in a place while engaged in research. However, researchers are entitled to claim expenses for meals and lodging, but excluding any personal living expenses, while on brief field trips in connection with their research. Personal moving expenses are not allowable under the program.

Procedures

When applying, researchers should provide a description of the research activity which is sufficiently detailed for a determination to be made as to the reasonableness of the proposed location of the research and of the proposed expenditures in conjunction with the research to be carried out. In addition, the applicant must document that the proposed research "is timely and appropriate for the field of interest of the researcher".

If approved by the RAP Committee, the award letter will indicate the amount of the grant to be allocated in the current and/or subsequent calendar year. Approved applications will be forwarded to Payroll for processing during the taxation year of the grant. The amount of the research grant will be reflected as a reduction in the applicant's salary and will be reported on an income tax T4A slip. Thus, under this program, the researcher's total payment will be divided into two components: 1) salary; and 2) research grant. The method of payment is to be arranged, by the applicant, with the Human Resources Office, with monthly payments beginning on either 1 July or 1 January. In the case of lump sum payments, the amortization of the lump sum amount must be completed within the calendar year in which the payment is received.

Leaving the University

If at any time during the term for which the Grant has been made, the grantee ceases to be a member of the University and their salary ceases, the grant arrangement will terminate and the salary and grant amount will be reconciled between the grantee and the University.

Tax Information

Please note that although the University approves the Research Grant:

1. the question of the deductibility of expenses for income tax purposes must be in accordance with CRA regulations and such deductions should be claimed when the researcher files their personal income tax return; and
2. any questions with respect to the eligibility of expense deduction must be resolved between the research and CRA. The grantee is solely responsible for any additional income tax which may become payable as a result thereof. The grantee is not required to submit an accounting for these funds to the University; but since it is the responsibility of the applicant to support claims for deductions to CRA, applicants should keep detailed records of research expenditures. The University is not in a position to offer tax information, nor will the University assist the faculty member in the presentation of a case to CRA. Any questions about taxation regulations should be referred directly to CRA or to an external advisor.

Footnotes

1. Applicants are responsible for reading and understanding Interpretation Bulletin IT-75R3 (October 4, 1993) with respect to CRA's position regarding the treatment of these research grants.
2. Please note that according to CRA, research grant-related expenses must be incurred in the same calendar year in which the research grant is received in order to be deductible from the grant. In some cases, research expenses may be incurred in the year immediately preceding or immediately after the year in which the grant is received. See CRA Taxation Bulletin IT-75R3 for further details.

Final Report

Awardees must submit to RAP a brief report, within three months of the end of the award period.

SCHEDULE D - APPLICATION FOR DEPENDENTS' TUITION SCHOLARSHIP PLAN

Applications must be submitted by 30 June of year of enrollment.
To be eligible, an employee must qualify for Tuition Fee Benefits under the applicable Collective Agreement or CBU Policy (attach application). The student must be full-time (18 credits over fall/winter term–3 courses per term). There is a limit of 15 scholarships awarded each year by the Awards Committee. Students will be notified by the Awards Committee if theyhave been awarded the Tuition Scholarship.

STUDENT INFORMATION			
Name		Address	
S.I.N.		Phone	
Student ID		Email	
Relationship to Employee		Date of Birth (d/m/y)	

Eligibility Criteria (check one)

_____ I have completed secondary school within the previous 2 years, with an average of 80% or higher in the best five Nova Scotia Grade 12 courses (or equivalent if completed in another province). *Attach official high school transcript.*

_____ I have completed at least the first year of a university degree and have an 80% average or higher in the courses taken during the most recent year. *Attach official university transcript.*

_____ I am a mature or part-time student with a minimum of 80**%** average in my last year of formal education. *Attach official transcript.*

I certify that the above statements are true in all material respects and that I am eligible to pursue the course of studies.

Student Signature Date

CBU EMPLOYEE INFORMATION			
Name		Address	
Dept.			
Phone		Email	

I certify that the student named above is my dependent, that I hold an eligible appointment at CBU and that the above statements made by the student are true in all material respects.

Employee Signature Date

Authorization

ELIGIBILITY *(depending on date of hire)*		100% WAIVER		50% WAIVER
HUMAN RESOURCES:			DATE:	
STUDENT SERVICES			DATE:	

Tuition Scholarship Granted?
ϒ Yes ϒ No

Awards Committee **Date**

SCHEDULE E - TUITION WAIVER BENEFIT

In applying Article 37, the following employees and their dependent children will, subject to the criteria outlined in clause 37, be entitled to tuition waiver privileges at the rate of 100%:

Barre, D. Edward
Beresford, Rod
Bierenstiel, Matthias
Bouman, Thomas
Brann-Barrett, M. Tanya
Britten, Allen
Broadhead, Lee-Anne
Brodie, Ian B.
Burrow, Sylvia
Carre, Geoffrey P.
Chen, Shaohua
Chisholm, Catherine F.
Connell, Jane
Cormier, Chantelle
Corsano, Theresa
Curtis, Jan M.
D'Cunha, Godwin
deLamirande, Patrick
Dobson, Mary A.
Drodge, Janice
Farnsworth, Jane
Forgeron, Denise M.
Foss, Karen M.
Fraser, Allan
Gerrie, James B.
Gibbs, Terry L.
Glassey, Barb C.
Glogowski, Cyndie
Harris, Tracey
Howley, Calvin
Hudec, John
Inglis, Stephanie H.
Johnson, David A.
Jones, K. Martha
Keating, Mary E.
Krug, Kate
Lee-Dadswell, Geoffrey
Lionais, Doug
MacDonald, Michael G.
MacInnis, Judith A.
MacIntosh, Kathryn
MacIntyre, Peter D.
MacKinnon, John
MacKinnon, Richard P.
MacLellan, Edwin J.
MacLeod, Mary K.
MacNeil, Elaine
Marchand, Richard F.J.
Martell, Jaime
McCann, Stewart J.H.
McCarron, Ronald V.
McCorquodale, David B.
Miadonye, Adango
Modesto, Sean P.
Moir, Scott
Molloy, Andrew
Moore, M. Barry
Moy, Martin M.
Mullan, David G.
Mulo Farenkia, Bernard
Mysyk, Avis
Nicholls, Roderick
Nicklason, Gary R.
O'Brien, Catherine
Parish, Joseph M.
Parnaby, Andrew
Pettigrew, Todd
Preen, James
Pyke, Joanne L.
Pyne, Chester A.
Ramji, Rubina
Rawlings, Timothy A.
Reynolds, Andrew
Rolls, Judith A.
Rudiuk, Edmund
Scott, Jacquelyn Thayer
Silverberg, Mark
Sparling, Heather
Stewart, R. Scott
Syms, Laura R.
Tanchak, Michael A.
Urbaniak, Tom
Watuwa, Richard W.
White, Kellie L.
White, Dawn
Wright, Margaret A. (Peggy)

SCHEDULE F- DEFINITIONS AND GUIDING TERMS FOR INDIGENIZATION

This Schedule sets out the definitions and terms related to Indigenization of the Cape Breton University Faculty Association's Collective Agreement. They were put forward by a joint CBU/CBUFA working group, which was established by the May 12, 2023 CBU/CBUFA Memorandum of Agreement, with the goal of Indigenizing the Collective Agreement. These definitions recognize and respect the historical, cultural, and social contexts from which the terms emerge, and they provide a common framework to guide interpretation, practice, and accountability within the confines of the Collective Agreement, while also offering a foundation to be embraced more broadly across the University community in daily interactions and in institutional practices.

Indigenous Peoples: The term refers to distinct collectives of peoples who are the original stewards and occupants of specific lands, with unique cultures, histories, languages, and identities. They are characterized by cultural continuity, self-identification, and shared experiences of colonization, dispossession, and exclusion. In Canada, Indigenous Peoples include First Nations, Inuit, and Métis.

Indigenization: A process used by universities that focuses on incorporating Indigenous Knowledges within all facets of their operations. This includes staffing, programing, pedagogical approaches, policies, and strategies.

Reconciliation: A process of repairing and rebuilding relationships between Indigenous and non-Indigenous Peoples, by reconciling and restructuring laws, policies, and practices within university structures and processes based on inclusive governance and commitment to consultation with Indigenous Peoples.

Decolonization: A process of deconstructing the singularity of colonial ideologies and systems that have prioritized Eurocentric western institutions, and commitment and action to balancing diverse knowledges. It requires structural changes within existing systems to advance/value Indigenous knowledge, perspectives, while acknowledging Indigenous Peoples' rights to define and create their own self-determining systems and practices.

Knowledge and Language Carrier/ Elder: A term used to describe an Indigenous individual who carries deep and complex traditional and cultural knowledges and languages with humility and wisdom that is recognized and respected by their community.

Indigenous Research/Researcher: The Social Sciences and Humanities Research Council defines Indigenous research as "Research in any field or discipline that is conducted by, grounded in or engaged with First Nations, Inuit, Métis or other Indigenous nations, communities, societies or individuals, and their wisdom, cultures, experiences or knowledge systems, as expressed in their dynamic forms, past and present. Indigenous research can embrace the intellectual, physical, emotional and/or spiritual dimensions of knowledge in creative and interconnected relationships with people, places and the natural environment."2

[2] https://sshrc-crsh.canada.ca/en/funding/terminology.aspx#a0

Indigenous Scholarship: A term defined as research in any field or discipline that is conducted by or engaged with First Nations, Inuit, Métis or other Indigenous nations, communities, societies or individuals, and their wisdom, cultures, experiences or knowledge systems, as expressed in their dynamic forms, past and present. Indigenous research can embrace the intellectual, physical, emotional and/or spiritual dimensions of knowledge in creative and interconnected relationships with people, and the natural environment.

Indigenous Knowledges: The Government of Canada notes that Indigenous Knowledges is "a…set of complex knowledge systems based on the worldviews of Indigenous Peoples. Indigenous Knowledge reflects the unique cultures, languages, values, histories, governance and legal systems of Indigenous Peoples. It is place-based, cumulative and dynamic. Indigenous Knowledge systems involve living well with, and being in relationship with, the natural world. Indigenous Knowledge systems build upon the experiences of earlier generations, inform the practice of current generations, and evolve in the context of contemporary society."[3]

Indigenous Faculty Member: Members who self-identify as Indigenous and can demonstrate lineage and/or acceptance by a recognized Indigenous community or community members.

[3] https://www.canada.ca/en/impact-assessment-agency/programs/aboriginal-consultation-federal-environmental-assessment/indigenous-knowledge-policy-framework-initiative.html

MEMORANDUM OF AGREEMENT – BACHELOR OF SCIENCE IN NURSING PROGRAM

IN THE MATTER OF:

The Transition of the Jointly Delivered Bachelor of Science in Nursing Program to Cape Breton University

BETWEEN:

BOARD OF GOVERNORS OF CAPE BRETON UNIVERSITY ("CBU")

AND

CAPE BRETON UNIVERSITY FACULTY ASSOCIATION ("CBUFA")

WHEREAS St. FX and CBU jointly delivered a Bachelor of Science in Nursing Program (the "Program") on the campus of Cape Breton University in Sydney, Nova Scotia since 1999;

AND WHEREAS effective September 1, 2007, CBU assumed full and exclusive academic and administrative responsibility for the Program;

NOW THEREFORE the parties agree as follows:

1. Those employees noted below will receive full credit for service purposes under the CBU-CBUFA Collective Agreement for all years of full-time service as faculty at rank at St. FX (and in the case of the Nursing Practice Educator, all years of full-time service in continuous term employment at St. FX).

2. On transition those Faculty noted below were placed on the CBUFA salary scales at the same or next highest level to their new "combined rate" on the scale associated with their existing rank. Their new rate was determined by taking their base salary plus any related market stipend the faculty member was receiving as well as an additional stipend of $925/year in recognition of the higher costs associated with the CBU benefit plans.

   For example, an Assistant Professor at step 5 of the St. FX salary scale who was paid a base salary of $62,405/year and is also receiving a $1500/year stipend was placed on the Assistant Professor scale at CBU giving consideration to her base salary of $62,405 + $1500/year + $925/year for a new combined rate of $64,830 and was placed at the next highest step on the CBU scale which is step 8 at $65,110/year.

   A Faculty Member whose combined rate exceeded the CBU scale but had not exceeded the St. FX scale was provided with an additional $1000 stipend on July 1, 2008 (payable over the next 26 pays) and will be, thereafter, "green circled", i.e. she will receive general salary increases only as long as she remains at that rank.

For example, an Assistant Professor at Step 8 of the St. FX salary scale who was paid a base salary of $68,284/year and was also receiving a $1500/year stipend was placed on the Assistant Professor scale at CBU giving consideration to her base salary of $68,284 + $1500/year stipend +$925/year for a new combined rate of $70,709. Because her new rate exceeded the top of the CBU scale, she will no longer be eligible for incremental increases but because she does not exceed the St. FX scale, she was eligible for an additional $1000 as of July 1, 2008 and then general salary increases as per the CBUFA Collective Agreement.

2. An additional $925/year will be added to the established rate for those listed below in recognition of the higher costs associated with the CBU benefit plans.

3. CBU recognizes the carryover of St. FX sick leave bank credits for Nursing Practice Educators as noted below.

4. Former St. FX Nursing Faculty and Nursing Practice Educators as listed below will for as long as the CBU Employer contribution to the Pension Plan remains at 7%, will receive an annual lump sum of 1% of base salary into a Sun Life voluntary RRSP. Effective July 1, 2011 former St. FX Nursing Faculty and Nursing Practice Educators will receive an annual lump sum of ½ % of base salary into a Sun Life voluntary RRSP for as long as the CBU Employer contribution to the Pension Plan remains at 7.5%.

5. Choice on tuition waiver benefit as noted below cannot be changed. Eligibility for this benefit will be as per Institution guidelines.

6. Employees who were in receipt of a "forgivable loan" from St. FX at the time of transition will not be required to pay back money borrowed provided the affected employee agrees to serve her commitment of service at CBU.

7.

Name of Faculty Member	Date of Service	Tuition Waiver Selection
Sheila Profit	1 July 2000	CBU
Evelyn Kennedy	1 August 2001	CBU
Corrine McIsaac	1 August 2001	CBU
Odette Griscti	1 August 2001	CBU
Judy Bailey	1 January 2002	CBU
Cyndee MacPhee	1 July 2002	CBU
Claudette Taylor	1 August 2003	SFX
Debbie Brennick	1 August 2003	CBU
Barbara Jamieson	1 August 2004	CBU
Audrey Walsh	1 August 2004	CBU
Willena Nemeth	2 August 2004	CBU
Helen Fraser	1 May 2005	CBU

Name of Nursing Practice Educator	Date of Service	Tuition Waiver Selection
Kim Lake	1 August 2005	SFX
Jill MacMullen	1 August 2006	CBU
Patricia O'Neil	1 September 2006	CBU
Karen Kennedy	15 August 2006	CBU

Original signed and dated at Sydney, Nova Scotia the 10th day of March 2017.

BOARD OF GOVERNORS
CAPE BRETON UNIVERSITY

CAPE BRETON UNIVERSITY
FACULTY ASSOCIATION (CBUFA)

MEMORANDUM OF AGREEMENT – ELECTRONIC RECORDS
BETWEEN
CAPE BRETON UNIVERSITY
AND
CBU FACULTY ASSOCIATION

Electronic Records

Whereas the parties to this agreement wish to adopt electronic file submissions for purposes of maintaining records such as (1) probation, promotion, and tenure documentation, (2) professional activities reports, (3) course evaluation reviews, and

Whereas the parties wish to ensure electronic files are maintained in secure systems, and

Whereas the parties wish to ensure access to electronic files is protected in the context of necessary sharing of information, and

Whereas the parties wish to facilitate the filing of documentation by PP&T candidates, appropriate access to confidential information in respect to PP&T processes, and ease of access by an employee to their electronic personnel file

Be it Therefore Resolved that the parties agree to the foregoing objectives which will be accommodated through the use of Sharepoint software with processes, and access levels, as follows:

1. Applicants shall submit PP&T material electronically, as per article 33.4.1(a), to the Office of the Vice-President, Academic and Provost who shall establish an electronic folder for each individual applicant and who will ensure access is provided to the relevant department members, relevant dean, PP&T committee members, the President, and the Human Resources office.

2. Relevant department members participating in the PP&T review of a candidate, members of the PP&T committee, the candidate, and the relevant dean will be provided access to an individual's PP&T electronic file via user identification and password. This access to the electronic file shall be maintained until the role of the departmental/Dean/PP&T committee/President is complete. For greater clarity, once the obligations of each respective party (i.e., department members, relevant dean, PP&T committee members, President) are met, their access to all electronic records of PP&T filings will be disabled.

3. Upon the President making a decision on a PP&T application, all electronic PP&T records relating to a member's application will be deposited to the Member's electronic personnel file. On completion of the process the Office of the Vice-President, Academic and Provost will run a log on each PP&T file which will provide a record of all parties who accessed the Member's dossier during the PP&T process. A copy of the log will be placed in the Member's official file.

4. Human Resources will maintain an electronic file for each employee which shall contain, where applicable, an employee's PP&T dossier, course evaluations, and Teaching Assignment and Faculty Professional Activities Reports. Access to this electronic file will be controlled by the Director of Human Resources. The employee shall have access to their file at all times.

Original signed and dated at Sydney, Nova Scotia the 10th day of March 2017.

BOARD OF GOVERNORS CAPE BRETON UNIVERSITY	CAPE BRETON UNIVERSITY FACULTY ASSOCIATION (CBUFA)

MEMORANDUM OF AGREEMENT – ARTICLE 27.2.3

Grievance Settlement
Between
Cape Breton University (CBU)
And
Cape Breton University Faculty Association (CBUFA)

The following agreement is made on a without prejudice and without precedent basis as a settlement of the Association Grievance dated October 6, 2017 re teaching release for faculty,

Whereas Article 27.2.3, Teaching Releases, indicates in 27.2.3.1:

> (f) Any other teaching releases shall be as agreed upon an individual faculty Member, his/her Department Chair, and his/her School Dean and subject to the approval of the Vice-President, Academic and Provost. The Association shall be consulted on any such reduction.

Whereas CBUFA has sought clarification on the procedure used to determine who is given a teaching release; and

Whereas CBUFA has sought assurance that CBUFA is consulted on any such teaching reduction as called for under Article 27.2.3.1 (f);

Therefore, the Parties agree that the procedure as outlined below will be followed:

- Faculty requesting a teaching release related to research under article 27.2.3.1 (f) must make application for such by June 30 of the year preceding the year in which the request is being made. E.g. a Member who is requesting a teaching release for the fall 2019 semester must make application for such by June 30, 2018. In exceptional cases, such as the awarding of a grant for a major research project, application can be made outside the timeline noted above. Consideration may be given to providing a teaching release sooner than noted above.
- The onus is on the Member to make application in a timely manner and the Member must provide reasons why the release is requested.
- Such application shall be made to the School Dean, copied to the Department Chair.
- By August 31, the Dean will bring forward to the Vice President Academic requests for teaching release and the recommendation whether or not the request should be granted.
- By October 31 the Vice-President Academic will consult with the President of CBUFA on all requests received.
- By November 30, the Vice-President Academic will make a decision on whether or not the request is approved and will notify the Dean of that decision.
- All other requests for teaching release (e.g., in recognition of additional responsibilities that exceed the normal service requirements) will be brought to the attention of the President of CBUFA in the term prior to when the release is being

considered. Final determination of whether or not the release is to be provided will be determined by the VPA once the consultation has taken place.

Signed in Sydney, CBRM, Nova Scotia this 12 day of February 2018.

Board of Governors
Cape Breton University

Cape Breton University
Faculty Association

MEMORANDUM OF AGREEMENT – CHEMICAL STORES AND EQUIPMENT TECHNICIAN / SPECIALIST POSITION

MEMORANDUM OF AGREEMENT

IN THE MATTER OF:

Chemical Stores and Equipment Technician/ Specialist Position

BETWEEN:

Board of Governors of Cape Breton University ("**CBU**")

-and-

Cape Breton University Faculty Association ("**CBUFA**")

WHEREAS CBU requires an individual with a background in chemistry at a minimum Master's level to manage the safe storage, handling and disposal of chemicals and lab wastes on its premises; the maintenance of key, current equipment, and instruction of proper use of key, current equipment.

AND WHEREAS this work has previously been performed by a Senior Lab Instructor represented by CBUFA;

AND WHEREAS CBU and CBUFA (collectively, "**Parties**") have agreed to the creation of a new position, entitled Chemical Stores and Equipment Technician/Specialist ("**New Position**"), which will be subject to the collective agreement between the Parties ("**Collective Agreement**") and this Memorandum of Agreement; and will include duties from another role that involve maintenance of equipment not covered by the Collective Agreement.

AND WHEREAS the Parties recognize that there is not currently sufficient work for the New Position to provide fulltime employment;

AND WHEREAS CBU will not post the New Position and has identified a successful candidate ("**Incumbent**");

NOW THEREFORE, the Parties agree that:

1. The Incumbent will simultaneously occupy the New Position and the existing, position of Technician, which together will constitute one full-time limited term position for a period of 12 months;

2. The New Position will be paid according to the wage scale for a Senior Lab Instructor under the Collective Agreement, but will not be treated as a Senior Lab Instructor for any other purposes under the Collective Agreement;

3. Bundling the New Position with the role of Technician will not render the Technician work exclusive to CBUFA for the purposes of the Collective Agreement;

4. Notwithstanding the dual nature of their role, the Incumbent will be paid as a Senior Lab Instructor for all purposes and will pay dues to CBUFA on all their earnings;

5. Subject to further agreement between the Parties, the Incumbent's fulltime status is dependent upon them occupying both the New Position and the role of Technician; and

6. CBUFA and CBU, with the input form the Chemistry Department, will complete a review of the duties by the end of February 2024 with the final position being advertised.

THIS MEMORANDUM OF AGREEMENT shall be binding upon the Parties, as well as their administrators, successors, affiliates, subsidiaries, directors, officers, and assigns.

Signed at Sydney, Nova Scotia, this 14 day of July, 2023.

Cape Breton University Faculty Association Per: 14/7/2023	Cape Breton University Per:

Chemical Stores and Equipment Technician

Duties

This is a fulltime position reporting to the Dean, School of Science and Technology

The Chemical Stores Supervisor provides direct services to university academic operations through the management of chemicals and lab wastes.

Management of Materials and the Chemical Storage Facility

The Chemical Storage Facility (CSF) is located on the ground floor of the Arseneau-Britten Building (A-wing) and houses reagents and chemical waste associated with University academic activities. The location is utilized primarily by the School of Science and Technology (SST) faculty, but also serves faculty in the other academic Schools as required. Management of this facility requires an individual with a strong knowledge in the safe use, storage and handling of chemicals and hazardous materials. The responsibilities associated with this role includes;

- Exercise responsibility for the organization and day to day operations of the CBU Chemical Storage Facility (CFS).
- Maintain a current inventory of all chemicals stored in the facility.
- Liaise with researchers, SST and other Schools to procure and store chemicals in Chemical Stores.
- Dispense reagents to faculty as requested for academic activities.
- Liaise/support researchers, SST and other Schools to add chemical products to inventory list when not procured through Chem Stores.
- Ensure all inventoried products have Supplier Safety Data Sheets (SDS) and are labelled in accordance with WHIMIS and related legislation (supplier and workplace)*.
- Manage label inventory and printing for workplace labels for SST and related Schools as requested*.
- Conduct regular collection and storage of chemical waste products and oversee their removal from campus in adherence with the appropriate classification, preparation and handling practices appropriate for such chemical waste products
- Responsible for compressed gas and cryogenic gas supply, handling and storage for SST.
- Participate as required in lab inspections, incident follow, chemical storage audits and Joint Occupational Health and Safety meetings.

* In consultation with Risk Management it is recognized that the WHIMIS Enhancement Project team members may be required to assist in the completion of these noted tasks.

Qualifications

The position requires that the incumbent:

- Possess, at a minimum, a Masters degree in Chemistry.
  - Have laboratory experience and knowledge related to required chemical handling practices for an academic environment.

Skills

- Strong communication and interpersonal skills
- Must be able to effectively multi-task and prioritize workload.
- Should possess proficiency in computer skills to facilitate inventory, purchasing and related functions.

To Apply

- Send your resume and 3 refences to humanresources@cbu.ca
- Send a letter of application.
- Application Deadline is: June 31 2023

MEMORANDUM OF AGREEMENT – SOCIAL WORK FIELD PRACTICE EDUCATOR POSITION

MEMORANDUM OF AGREEMENT

IN THE MATTER OF:

Social Work Field Practice Educator Position

BETWEEN:

Board of Governors of Cape Breton University (**"CBU"**)

-and-

Cape Breton University Faculty Association (**"CBUFA"**)

WHEREAS the Bachelor of Social Work program (BSW) at CBU is a new program with evolving staffing requirements to address enrollment growth, accreditation standards, and professional needs;

AND WHEREAS the BSW program must include field education components to fulfill the requirements for program accreditation as established by the Canadian Association for Social Work Education (CASWE) and professional development as defined by the Nova Scotia College of Social Workers and therefore requires a new position of Social Work Field Practice Educator within the program;

AND WHEREAS CBU and CBUFA (the "Parties") agree that the above-noted position shall be a position of, and be represented by, CBUFA;

AND WHEREAS CBU and CBUFA recognize that the existing Collective Agreement does not provide coverage for, nor account for, a position such as a Social Work Field Practice Educator;

NOW THEREFORE, the Parties agree that:

1. An employee in the role of Social Work Field Practice Educator will become a member of the bargaining unit represented by CBUFA and will be covered by the CBU-CBUFA Collective Agreement consistent with Article 23.

2. The job description, as mutually agreed upon by CBU and CBUFA and attached to this Agreement as Appendix "A", will be used to define the workload of the "Social Work Field Practice Educator".

3. Remuneration for the position of "Social Work Field Practice Educator" will be in line with the pay scale established for Nursing Practice Educator, as listed in Schedule A, of the existing Collective Agreement.

4. The hiring process for "Social Work Field Practice Educator" will be patterned after the hiring process for "Nurse Practice Educator" as described in Article 26.4 of the Collective Agreement (see Appendix B in this document).

5. The position of Social Work Practice Educator will be consistent with Article 26 of the Collective Agreement with the following exceptions:
   - 26.1.1 - This position will be probationary/permanent.
   - 26.2.1 – The probationary period will be of one (1) year.
   - 26.2.2 In exceptional circumstances, the appropriate Dean may appoint a new Social Work Field Practice Educator Position to a permanent appointment but only after the applicant's materials are provided to the Selection Committee referred to in Appendix B and it makes a recommendation to the Dean on the appropriateness of making such an appointment.
   - 26.4 – See the changes in appendix B in this document.
   - 26.5 - Social Work Field Practice Educator shall be a member in good standing with the Nova Scotia College of Social Workers (not the college of nursing), and all mention of nursing standards will be replaced with standards of Social Work.
6. Should there be a question related to the application of any provision of the Collective Agreement to the "Social Work Field Practice Educator" position, the parties will meet for further discussion.

This Memorandum of Agreement will be effective from the date of signing and will be in effect until such time that the "Social Work Field Practice Educator" position and the employment needs of the BSW program can be addressed through the collective bargaining process.

THIS MEMORANDUM OF AGREEMENT shall be binding upon the Parties, as well as their administrators, successors, affiliates, subsidiaries, directors, officers, and assigns.

Signed at Sydney, Nova Scotia, this 28th day of May, 2024.

Cape Breton University Faculty Association
Per:

Dr. Sahand Ashtab

Digitally signed by Dr. Sahand Ashtab
DN: cn=Dr. Sahand Ashtab, o=Cape Breton University, ou, email=sahand_ashtab@cbu.ca, c=CA
Date: 2024.05.28 09:20:16 -03'00'

Cape Breton University
Per:

DR. Rod Nicholls
Interim Vice President

Appendix B

There shall be a Selection Committee made up of the following:

(a) the Dean or Dean designate,
(b) at least one (1) and up to two (2) Social Work Faculty from the Department of Social Work
(c) two additional employees of the University, selected by the relevant Dean, one of whom shall be of a related discipline, and one of whom shall be a faculty member having knowledge relevant to the vacancy being filled; and
(d) a student selected by the Students' Union.

The Committee shall elect a chair who will have no vote, except in the event of a tie.

Members of the Committee will be required to make a genuine commitment to attend faithfully to the timely discharge of their duties.

Where Members serve on the selection committee, Article 21 will apply.

MEMORANDUM OF AGREEMENT – DISTANCE AND ONLINE LEARNING

IN THE MATTER OF:

Distance and Online Learning

BETWEEN:

BOARD OF GOVERNORS OF CAPE BRETON UNIVERISTY ("CBU")

AND

CAPE BRETON UNIVERSITY FACULTY ASSOCATION ("CBUFA")

WHEREAS the parties recognize that the current provisions of the CBUFA Collective Agreement relating to On-Line Course Delivery (Distance) and Distance-Related Delivery, Articles 27.2.4 and 27.2.6 respectively, are outdated and do not adequately reflect best practices nor current technologies;

AND WHEREAS the parties acknowledge the role of online and hybrid learning at CBU, as well as the need to ensure clarity, fairness, and academic excellence in the application of such modes of course delivery;

AND WHEREAS the parties wish to collaboratively review and modernize the Collective Agreement language as it relates to online delivery of courses;

Therefore, the parties agree to:

(b) Establish a working group on Online Learning ("Working Group") within ninety (90) days of the signing of this Collective Agreement.

(c) The Working Group shall be composed of no more than six (6) members, but shall be an equal number of representatives appointed by CBU and CBUFA and members should have experience in and/or knowledge of distance and online learning.

(d) The Working Group shall, by mutual agreement, establish their Terms of Reference with final sign off by the President of CBUFA and the Vice-President, Academic and Provost.

(e) The mandate of the Working Group shall be to:
   (a) Review the existing Collective Agreement provisions related to distance and online course delivery;
   (b) Examine current institutional practices and requirements from any relevant governing body (ex. Senate, MPHEC, etc.);
   (c) Consider best practices from comparable post-secondary institutions or emerging online learning frameworks; and
   (d) Produce recommendations for revised or new Collective Agreement language to address online learning at CBU by way of a proposed Memorandum of Agreement within twelve (12) months of the establishment of the Working Group.

(f) The parties agree that the intention would be review and implement mutually agreed upon recommendations of the Working Group during the life of this Collective Agreement.

Dated at Sydney, Nova Scotia this 27th day of November, 2025.

MEMORANDUM OF AGREEMENT – INDIGENIZATION OF THE COLLECTIVE AGREEMENT

IN THE MATTER OF:

Follow-Up to the Memorandum of Agreement on the
Indigenization of the Collective Agreement

BETWEEN:

BOARD OF GOVERNORS OF CAPE BRETON UNIVERISTY ("CBU")

AND

CAPE BRETON UNIVERSITY FACULTY ASSOCATION ("CBUFA")

WHEREAS the parties entered into a Memorandum of Agreement on May 12, 2023 (the "Original MOA") to establish a working group to make recommendations to advance the Indigenization of the CBUFA-CBU Collective Agreement;

AND WHEREAS the working group successfully completed its mandate under the Original MOA by submitting recommendations for Indigenization that were incorporated, in part, into the current Collective Agreement;

AND WHEREAS the parties recognize the importance of evaluating the implementation and effectiveness of these newly adopted provisions, as well as maintain a collaborative effort towards ongoing improvement;

Therefore, the parties agree:

1. The working group established under the Original MOA shall be reconstituted for the purpose of reviewing the implementation and effectiveness of the Indigenization language now incorporated within the Collective Agreement.

2. If the original working group members are unable to join the reconstituted group, the parties agree to appoint new members who possess the knowledge and commitment necessary to carry out the working group's mandate.

3. The mandate of the reconstituted working group is as follows:

   (b) Review and become familiar with the new provisions related to Indigenization within the Collective Agreement, including the intended impacts of the same;
   (c) Assess the effectiveness of the new provisions and identify potential issues, gaps or areas of improvement or clarification;
   (d) The working group may need to seek feedback from those directly impacted by the changes and/or invite Knowledge and Language Carrier or Indigenous Elders to participate in their review as needed;
   (e) Provide recommendations to the parties for revision or additional new language related to Indigenization based on the outcomes of the review;
   (f) While the working group may provide feedback and recommendations to the parties at any time, a final report on the review and recommendations shall be submitted no later than December 31, 2027;
   (g) Recommendations or feedback, including the final report, shall be provided to the President of the Association for CBUFA and the Vice-President, Academic & Provost for CBU.

4. The parties agree that the intention would be review and implement mutually agreed upon recommendations of the working group during the life of this Collective Agreement.

Dated at Sydney, Nova Scotia this 27th day of November, 2025.

MEMORANDUM OF AGREEMENT – VOLUNTARY RETIREMENT INCENTIVE PROGRAM

In the matter of a Voluntary Retirement Incentive Program

BETWEEN:

Board of Governors of Cape Breton University ("CBU")

-and-

Cape Breton University Faculty Association ("CBUFA")

WHEREAS, CBU and CBUFA (the "Parties") are parties to a Collective Agreement governing the terms and conditions of employment for members of the bargaining unit;

AND WHEREAS, the Collective Agreement is currently under negotiation;

AND WHEREAS, the Parties wish to establish a general framework governing a potential Voluntary Retirement Incentive Program ("VRIP") for CBUFA members during the term of the newly negotiated Collective Agreement;

NOW THEREFORE, the Parties agree, on a without prejudice and precedent basis to the following terms and conditions:

a. The timing, structure, financial terms, number of incentives accepted, if any, and all other details of any VRIP shall be determined at the sole discretion of CBU.

b. When CBU elects to offer a VRIP, eligibility shall be based on seniority, which shall be determined by continuous years of service as a CBUFA member.

c. Prior to the release of a VRIP, CBU will consult with CBUFA regarding the proposed VRIP. Such consultation shall not be construed as requiring agreement or limiting CBU's rights and discretion under this MOA.

d. CBU will provide clear communication and support to eligible members regarding the VRIP and the application process.

e. This Memorandum of Agreement shall be effective for the duration of the Collective Agreement negotiated between the parties commencing on July 1, 2025 and expiring on June 30, 2028.

f. CBU commits to at least one VRIP offering during the duration of the Collective Agreement expiring on June 30, 2028.

g. This MOA shall expire with the Collective Agreement and shall not extend to any renewal, or extension, unless expressly agreed in writing by the Parties at that time.

THIS MEMORANDUM OF AGREEMENT shall be binding upon the Parties, as well as their administrators, successors, affiliates, subsidiaries, directors, officers, and assigns.

Signed at Sydney, Nova Scotia, this 15 day of January, 2026.