

Collective Agreement
between
Saint Paul University
and the
Professors' Association
of Saint Paul University

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In this document, the masculine pronoun is used without discrimination and only for conciseness.

ABBREVIATIONS

- CA: Council of Administration.
- EC: Executive Committee of the CA.
- FTPC: Faculty Teaching Personnel Committee.
- LRC: Library Review Committee
- FGPS: Faculty of Graduate and Post-Doctoral Studies.

DEFINITIONS

- Academic Year: The academic year begins on May 1 and ends on April 30, unless another date is specified in a Member's contract.
- Parties - Saint Paul University and the Professors' Association of Saint Paul University.
- Members - all full-time academic staff, including professional librarians, except for the Rector, Vice Rectors, Secretary General, Members of the University's CA, Chief Librarian, and Deans of faculties.
- Bargaining Unit - all full-time academic staff, including professional librarians, except for the Rector, Vice Rectors, Secretary General, Members of the University's CA, Chief Librarian, and Deans of faculties.
- Full-time academic staff - those with a salary based on full-time service with a workload of at least 50% of the full contract.
- Employer: the CA or the EC of Saint Paul University in accord with University policies, statutes, and regulations.
- Association: the General Meeting or Board of Directors of the Professors' Association of Saint Paul University in accord with its Constitution and By-laws.

PREAMBLE

The Parties recognize and accept that Saint Paul University is a Catholic university canonically established by the Holy See and thus subject to its Canon Law and all pertinent Church documents as implemented in Canada.

1-PURPOSE

- 1.1 It is the purpose of this Collective Agreement to set forth the terms and conditions of employment and other specific contractual provisions, to promote and maintain harmonious relationships between the Parties, to facilitate the Parties in working together to encourage the development of research and teaching necessary for the provision of high quality education to students, and to provide a means or settling such disputes as may arise from time to time.

2-ACADEMIC FREEDOM

- 2.1 The University serves the common good of Church and society through searching for and disseminating knowledge, truth, and understanding and through fostering independent thinking and expression in academic staff and students. These ends cannot be achieved without academic freedom. All Members have the right to academic freedom.
- 2.2 Academic freedom includes the right to freedom of teaching and discussion; freedom in carrying out research and disseminating and publishing the results thereof; freedom in producing and performing creative works; freedom to engage in service to the university, the Church, and the community; freedom to express freely one's opinion

about the University, its administration, or the system in which one works; freedom from institutional censorship; freedom to acquire, preserve, and provide access to documentary material in all formats; and freedom to participate in professional and representative academic bodies.

- 2.3 Academic freedom does not require neutrality. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research, teaching, and scholarship on an honest search for knowledge. Academic freedom does not confer legal immunity, nor does it diminish the obligation of Members to meet their responsibilities to the University.

3-RECOGNITION

- 3.1 The Employer recognizes the Professors Association of Saint Paul University as the certified bargaining agent for all Members of the Bargaining Unit, that is, all full-time academic staff, including professional librarians, except for the Rector, Vice Rectors, Secretary General, Members of the University's CA, Chief Librarian, and Deans of faculties.
- 3.2 The Employer shall give to each newly appointed Member a copy of this Agreement when providing the appointee's contract.

4-ASSOCIATION DUES

- 4.1 Dues deduction
The Employer shall deduct once monthly from the salary of each Member of the Bargaining Unit the dues or other assessments for general Association purposes uniformly and regularly payable by a Member of the Association authorized in accordance with the Constitution of the Association and certified in writing to the Employer by the Association. The Association shall notify the Employer, in writing, of the amount of its regular monthly dues and advise the Employer thirty days prior to the date of effect of any change in regular dues.
- 4.2 Dues remittance
The dues deducted under Article 4.1 shall be remitted in the month following the month of deduction and shall be accompanied by a list of the Members from whom dues have been deducted along with the amounts deducted. The Employer will notify the Association of the dues deducted in any month where there has been a change from the previous month (due to promotion, retirement, new appoints, etc.).

5-RIGHTS OF THE ASSOCIATION

- 5.1 Association representatives
In matters covered by this Agreement, the Employer shall not bargain with nor enter into any agreement with a Member or group of Members other than those designated by the Association. Neither shall the Employer meet with any Member or group of Members undertaking to represent the Association without the proper authorization of the Association. In representing a Member or group of Members, an elected or appointed representative of the Association shall be the spokesperson. In order that this may be carried out, the Association shall supply the Employer with the names of its Board of Directors and negotiators. Likewise, the Employer shall supply the Association with a list of its designated authorities, including negotiators with whom the Association may be required to transact business and the liaison person representing the Employer with whom all correspondence must take place in matters concerning the application of this Agreement.
- 5.2 The Employer shall grant to the President of the Association a course equivalency of 1.5 credits per year of service as President, which may be taken during and/or after the

- completion of the term.
- 5.3 The Chief Negotiator of the Association shall receive 1.5 credit course relief in the calendar year in which negotiations for the Collective Agreement take place.
- 5.4 Purchase of course relief units
(a) The Association may purchase additional units of course relief at the rate applicable to part-time professors for one or more of its Members. Such requests shall normally be made annually by April 1.
(b) The Association shall effect the payment stated in 5.4(a) no later than the first day of the semester during which the course would be taught.
- 5.5 Mail
The Association shall have access to the internal and external postal services of the University. The normal practice of charging for external mail will apply.
- 5.6 Meeting rooms
The Association shall continue its use of its office for its secretariat and archives and may use the meeting rooms of the University on the same basis as University organizations.
- 5.7 Correspondence with Members
A copy of all correspondence between the Employer and any Member that communicates decisions regarding renewal, tenure, promotion, discipline, dismissal, and/or the disposition of a grievance shall be forwarded to the President of the Association.
- 5.8 The Employer shall provide the Association with the following information.
(a) In September of each year:
(i) a list showing the name, rank, and annual salary of each Member;
(ii) the teaching workload of all teaching Members;
(iii) the names of Members who have been granted sabbatical or any other type of leave.
(b) Within 15 working days of receipt and/or approval:
(i) a copy of the University's audited financial statements, once approved by the CA;
(ii) a copy of the letter of appointment of any new Members.

6-MANAGEMENT RIGHTS AND UNIVERSITY GOVERNANCE

- 6.1 Management Rights
The Employer retains all powers consistent with the terms of its statutes, policies, and regulations, as amended from time to time, to manage the affairs of the University without any limitations except those set out in this Agreement. The Employer shall exercise its management functions in a manner that is fair, reasonable, and equitable.
- 6.2 Subject to the provisions of this Agreement, the Association acknowledges that it is the right of the Employer:
(a) to hire and promote Employees;
(b) to determine the number and function of Employees required from time to time;
(c) to be the final judge of the qualifications and competence of Employees;
(d) to discipline, suspend, or discharge Employees for cause.
- 6.3 University Governance
CA and Senate
(a) The Association acknowledges the rights, powers and responsibilities of the CA as established by Saint Paul University Statute (articles 20-23), by-law, and practice. The CA shall exercise those rights, powers, and responsibilities in a manner which is fair, reasonable and consistent with collegial practices.
(b) The Parties acknowledge the rights, powers and responsibilities of the Senate as established by Saint Paul University Statute (articles 24-29), by-law, and practice. The

Senate shall exercise those rights, powers, and responsibilities in a manner which is fair, reasonable and consistent with collegial practices.

6.4 Collegiality

(a) The University acknowledges the rights and responsibilities of Members to participate in the formulation and/or recommendation of academic policies and procedures within the University through duly constituted collegial bodies and committees. The involvement and participation of Members in the selection of senior academic administrators is accepted and supported by the University.

(b) If, during the term of this Agreement, the University creates new officers who are ex-officio members of Senate, the procedures and the composition of the Search Committee shall be consistent with those existing for similar officers.

6.5 Search committees

(a) For the Rector, Vice-Rector and Secretary General positions, the membership of the Search Committee is defined in the procedure adopted by the CA; for the Dean positions, the membership of the Search Committee is defined by the Regulation C2.1.

(b) Search committees shall take appropriate steps to advertise the position and to invite nominations and applications.

(c) All nominations and applications shall be reviewed and considered under a set of criteria established by the Search Committee in advance and reflected in any advertisement of the position. A short list of candidates shall be interviewed.

7-JOINT COMMITTEE

7.1 Within 90 days of the signing of this Agreement, the two Parties agree to form a Joint Committee consisting of three (3) individuals representing the Employer and three (3) individuals representing the Association.

7.2 At least two (2) representatives of the Employer and two (2) representatives of the Association must be present at any meeting of the Joint Committee.

7.3 Meetings of the Joint Committee shall be chaired alternately by a representative of the Employer and the Association.

7.4 The Joint Committee shall meet at least quarterly. Quarterly meetings may be cancelled by mutual agreement of the Employer and the Association, and additional meetings may be held by mutual agreement of the Employer and the Association.

7.5 The Joint Committee shall review matters regarding the application of this Agreement, excluding any dispute that is, at that time, being resolved under the grievance and arbitration procedures set out in Article 10. This Committee shall work to foster good communication and effective working relationships between the Parties and shall work to maintain a spirit of cooperation and respect between the Parties.

7.6 The Joint Committee shall have no power to modify the provisions of this Agreement but may recommend to the Parties changes to the procedures for the application of this Agreement, or changes to the Agreement.

8-NON-DISCRIMINATION AND PROFESSIONAL ETHICS

8.1 The Parties agree that there shall be no discrimination, interference, harassment, restriction, or coercion with respect to any Member on grounds prohibited by the terms of the Ontario Human Rights Code as amended from time to time.

8.2 Members shall act fairly, equitably, and ethically in their actions affecting students, Members and other employees of the University.

8.3 Peer assessment, review, appeals and other decision processes concerning appointment, tenure, promotion, renewal, termination, research grants or instructional development grants must be performed in an objective manner and be seen to be so.

- 8.4 Any person dealing with the rights of a Member shall:
- (i) not knowingly participate in any decision that directly and preferentially benefits himself or any individual with whom the person has an immediate familial or financial relationship;
 - (ii) not knowingly participate in any academic decision directly affecting an individual with whom the person has an immediate familial, client, patient, or financial relationship;
 - (iii) respect the confidentiality of information about a Member gained through the exercise of administrative duties or participation in a peer committee;
 - (iv) not participate in the deliberations of a committee while it adjudicates applications which include his own application.

9-NO STRIKES OR LOCKOUTS

- 9.1 The Association agrees that, during the term of this Agreement, it will not authorize or condone any unlawful strike. The Employer agrees that, during the term of this Agreement, it will not illegally lockout Members. The terms “strike” and “lockout” shall bear the meaning given them in the Labour Relations Act.

10-GRIEVANCE AND ARBITRATION

- 10.1 There shall be no discrimination, harassment, or coercion of any kind practiced against any person involved in these procedures or against any Member who elects not to pursue a grievance.
- 10.2 The Parties agree to make every reasonable effort to settle all grievances in a prompt, just, and equitable manner.
- 10.3 The Association shall have carriage of all grievances except those initiated by the Employer. The Employer shall deal only with the Association with respect to a grievance.
- 10.4 On request of either the Association or the Employer, the other Party shall provide access to all non-privileged documents relevant to the grievance to provide for an open and fair processing of the grievance, within prescribed time limits.
- 10.5 Definitions
- (a) Grievance: A grievance is a claim, dispute, or complaint involving the interpretation, application, administration, or alleged violation of this Collective Agreement.
 - (b) Grievor: The grievor is the Association or the Employer who initiates a grievance on behalf of a Member or group of Members or itself.
- 10.6 Types of grievance
- (a) An individual grievance is a grievance initiated by the Association on behalf of an individual Member.
 - (b) A group grievance is a grievance initiated by the Association on behalf of a group of Members.
 - (c) A policy grievance is a grievance by the Association which may involve a matter of general policy or of general application of the Collective Agreement.
 - (d) An Association grievance is a grievance which directly affects the Association.
 - (e) An Employer grievance is a grievance initiated by the Employer against the Association
- 10.7 Time limits
- (a) The Association shall file a grievance according to procedures outlined in 10.10 within 30 working days after the occurrence of the incident giving rise to the grievance, or 30 working days from the date it became aware of the events giving rise to the grievance, whichever is later.

(b) Should the incident giving rise to the grievance occur during the months of June, July or August, the Association shall have 30 working days from September 1 to initiate the grievance or 30 working days from the date the Association knew of the events giving rise to the grievance, whichever is later.

(c) Where no action is taken on a grievance within the time limits specified in this article, the grievance shall be deemed to have been withdrawn.

(d) In the event a Party fails to reply in writing within the time limits prescribed in this article, the other Party may submit the matter to the next step as if a negative reply or denial had been received on the last day for the forwarding of such reply.

(e) The time limits specified in this article may be extended by mutual agreement by the Parties. Moreover, an arbitrator shall have the power to waive time limits on any reasonable grounds. The amended time limits must be specified in writing.

10.8 Technical irregularities

No technical violation or irregularity occasioned by clerical, typographical, or technical error in the written specification of the grievance shall prevent the substance of a grievance from being heard and judged on its merits.

10.9 Termination of employment

(a) In cases involving dismissal for cause or denial of tenure, the Association shall have the right to take a dispute directly to arbitration.

(b) In all cases involving dismissal for cause, denial of tenure, discipline, or alleged incompetence, the burden of proof shall be on the Employer to establish its case. In a case of alleged discrimination, the Association shall be required to present evidence first.

10.10 Grievance procedure

(a) A grievance shall be in writing, signed by the Association representative(s), and shall specify the matter(s) in dispute, the article(s) alleged to have been violated, and the remedy sought. It shall be filed with the Liaison Officer.

(b) No later than 10 working days following the receipt of the grievance, the Employer representative(s) shall meet with the Association representative(s) and any Member affected. The Parties shall make every reasonable attempt to resolve the grievance.

(c) If the grievance is resolved at this stage, such settlement shall be reduced to writing and countersigned by the Association representative(s) and the Employer representative(s) within 10 working days of the meeting at which the settlement was reached.

(d) In the event that the Association representative(s) and the Employer representative(s) cannot resolve the grievance within 10 working days of the meeting(s) specified in 10.10(b), the Employer representative shall forward in writing to the Association representative the reasons for denying the grievance.

(e) If the grievance is not resolved at the meeting(s) held under article 10.10(b), none of the information exchanged in the context of the meeting(s) can be brought forward as evidence in any subsequent arbitration.

(f) In the event the Employer has a grievance which it wishes to process under this Article, the Employer representative shall present the grievance in writing to the President of the Association or its designate within 30 working days after the occurrence of the incident giving rise to the grievance or 30 working days from the date it became aware of the events giving rise to the grievance, whichever is later.

(g) If the matter is not resolved to the satisfaction of the Employer within 20 calendar days of the Association receiving the grievance, the Employer may submit the matter to arbitration according to the provisions of these articles.

10.11 Arbitration

(a) Within 15 working days of receipt of the response specified in 10.10(d), the Association may give written notice of its intention to submit the matter in dispute to

an arbitrator for final and binding arbitration.

(b) The Parties shall choose an arbitrator from any recognized list of labour arbitrators. Should the Parties fail to agree on the appointment of an arbitrator within 10 working days of receipt of the notice specified in 10.11(a), the arbitrator shall, upon request of either Party, be appointed by the Minister of Labour of this province as provided for under this province's Labour Relations Act.

(c) The arbitrator shall have the duty and power to adjudicate all matters in dispute in accordance with the powers conferred by the Labour Relations Act, as amended from time to time.

(d) The arbitrator shall have jurisdiction to award such remedy or remedies as conferred by the relevant provisions of the Labour Relations Act, as amended from time to time.

(e) In disciplinary matters, the arbitrator may confirm, amend, or set aside the decision of the Employer and, if such is the case, substitute the decision the arbitrator deems fair and reasonable.

(f) A grievance involving the denial of tenure shall be treated as a grievance involving dismissal. The arbitrator shall have the power to award tenure.

(g) The arbitrator shall have the power to make an interim order requiring the Employer to provide relief in accordance with the powers conferred by the Labour Relations Act, as amended from time to time.

(h) The arbitrator shall not have the power to alter, add to, modify, or amend the Agreement in any respect whatsoever.

(i) All arbitration expenses, including the remuneration of the arbitrator, shall be shared equally by both Parties.

11-INTELLECTUAL PROPERTY

11.1 Subject to the provisions of Article 2 herein, the Parties recognize that the common good of society depends upon the unfettered search for knowledge in all fields of study and upon its free exposition.

11.2 Subject to the provisions of Article 2 herein, in order that the Member has control over the direction, integrity, and use of his scholarly work, as a general principle, ownership of all types of intellectual property shall rest with the Member who creates it. Such ownership is recognized as an integral part of academic freedom.

11.3 No Member shall be obliged to engage in the commercial exploitation of his scholarly work nor to provide commercial justification for it.

11.4 The Employer shall not enter into any agreement with a third party (including an agreement to administer funds) which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of a Member under this Agreement.

11.5 In the event that the Canadian Copyright Act or Patent Act or other similar intellectual property legislation is amended to the extent that this Article requires revision, the Parties shall reopen the negotiation of the Article.

11.6 Right to publish

(a) The University is an open environment for the pursuit of scholarly work. Academic freedom and critical inquiry depend on the communication of the findings and results of intellectual investigation. The Employer shall not interfere with a Member's freedom to publish the results of scholarly inquiry and research, except for limitations imposed by duly constituted university research ethics' boards and the provisions of Article 2 herein.

(b) The Employer shall refuse to enter into or administer any research agreement or grant that allows the funders or other third party to infringe on Members' freedom to publish the results of research, except in extraordinary circumstances where, to statutorily protect intellectual property, a publication delay may be accepted.

- 11.7 Definition
Intellectual property means any result of intellectual or artistic activity created by a Member that can be owned by a person. Intellectual property includes, but is not limited to: inventions, publications, computer software, works of visual art and music, as well as all other creations that can be protected under patent, copyright, trademark or similar laws.
- 11.8 Copyright
(a) Copyright applies to all original literary, dramatic, artistic, and musical works as well as sound recordings, performer's performances, and communication signals.
(b) Works include but are not limited to: books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, choreographic works, performers' performances, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer programs, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, and other works of art.
(c) It is understood that copyright belongs to the Member who created the intellectual property. However, the Member could not unduly withhold from the Employer a non-exclusive, royalty-free, irrevocable and non-transferable right to use, solely for the Employer's internal use and programmes of studies, any intellectual property developed by the Member in his professorial functions at Saint Paul University. This excludes any and all public sharing on Web, but allows access on internal secured website, password protected, or Intranet. Such right shall not include the right to license or exploit the intellectual property for any purpose. Such right expires when the Member ceases to be employed by the University.
(d) It is understood that copyright is owned by the Member who created the intellectual property, except:
(i) where there is a written contract to the contrary between the Member, the Employer, and/or a third party;
or
(ii) where the Employer provides funds, resources and facilities to the Member beyond those required for the payment of the Member's salary and benefits or for the provision of a normal academic environment; the Employer will indicate in writing to the Member, with copy to the Association, that it intends to rely on such provision to claim shared ownership rights.
(e) The Association shall be a party to all negotiations leading to written agreements or contracts under the present Article. Written agreements or contracts not approved or countersigned by the Association shall be interpreted as a violation of the Collective Agreement.
(f) No contract or written agreement between the Employer and a Member shall contain a clause waiving moral rights.
(g) In the event that an original work is the creation of more than one Member, the provisions of this article apply on a pro rata basis to all the creators of the work.
(h) In the event that the Employer or assignee relinquishes its rights in any work, all intellectual property rights shall revert back to the first owner. In the event that the first owner is deceased, the rights shall revert to the estate of the first owner.

12-DISCIPLINE AND DISMISSAL

- 12.1 A Member may be disciplined only for just cause. Such disciplinary action shall be commensurate with the seriousness of the violations. The Employer bears the onus of proving that any disciplinary action taken was for just cause.
- 12.2 Without limiting the generality of the foregoing, failure to renew a limited-term contract or failure to grant tenure shall not constitute discipline.
- 12.3 Procedure
- (a) Disciplinary action may be initiated only within 60 working days of the date the Employer knew, or reasonably ought to have known, of the occurrence of the matter giving rise to the discipline.
- (b) Should the Employer decide that disciplinary action may be warranted, the Member shall be notified in writing by registered mail to the Member's last known address or by another form of communication, including e-mail. The correspondence shall provide specific details of the alleged cause for the discipline, including all names, places, and dates of the alleged incidents. A copy of this correspondence shall simultaneously be sent to the Association.
- (c) Within the 60 working days designated in 12.3(a), the Employer shall meet with the Member to discuss the alleged cause for discipline. The Member shall be given at least three (3) working days notice of the time and place of the meeting. The Member shall be informed of his right to be represented by an Association representative. The Member may request the presence of an Association representative. An attempt shall be made at the meeting to resolve the matter in a manner satisfactory to all concerned.
- (d) If no satisfactory solution is reached at the meeting provided for in 12.3(c), the Employer shall notify the Member in writing of the disciplinary decision and the specific details of the alleged cause for the discipline including all names, places, and dates of the alleged incidents. This notice shall be sent within five (5) days of the meeting provided for in 12.3(c) by registered mail addressed to the Member at the Member's last known address or by another form of communication. Any action which is not confirmed in writing in this manner shall not form part of the Member's file. A copy of this notice shall simultaneously be sent to the Association.
- (e) The Employer shall make every reasonable effort to notify the Member of the meeting contemplated in 12.3(c). If the Employer is unable to so notify the Member, the meeting shall be dispensed with and the Employer may immediately give notice of discipline in accordance with 12.3(d).
- (f) Any record of discipline shall be removed from a Member's official file after a period of 36 months from the date of the alleged infraction provided that the Member has not been disciplined for a similar or identical offence within that period.

13-PRIVACY AND SECURITY

- 13.1 The Parties acknowledge the existence of statutes and jurisprudence that may bear on the Employer's management of institutional privacy and on the Association's responsibilities hereunder.
- 13.2 The Parties agree that Members have a limited right to privacy in their professional communications and files, whether on paper or in an electronic form, to the extent necessary to protect academic freedom and other provisions of this Agreement unless compelled to disclose or produce by law.
- 13.3 The Parties agree that some types of surveillance, by their very nature, may represent an invasion of privacy and may have a chilling effect on free expression and the free exchange of ideas.
- 13.4 The Parties recognize that the safety of employees, staff, students and the general public may require the installation of video cameras, audio recorders or other monitoring devices in public access areas of the campus such as parking lots and

garages, walkways, building entrances, exits and hallways.

- 13.5 Video cameras, audio recorders or other monitoring devices which are used for surveillance purposes shall not be placed in university classrooms without the Association's consent. These surveillance devices shall not be placed within an employee's office or work space without the consent of that employee.
- 13.6 No hidden surveillance cameras are permitted, unless authorized by the legal authorities. Evidence obtained can serve only for the purpose for which a request for surveillance was made.
- 13.7 Personal Health Information
Members have a right to privacy. Although the administration of the Collective Agreement and mainly the administration of the social benefits will sometimes require that medical information and opinion be provided, the Employer agrees to limit access to such information, to ensure that such information is treated confidentially, and to adopt procedures which ensure that the rights of individuals to privacy are not violated. Any document related to the health dossier of a member obtained by the Employer and for which the member does not have a copy will be sent directly to the member.
- 13.8 The Employer shall not request information on individual health condition beyond that needed to ensure proper administration of the Collective Agreement and social benefits.
- 13.9 Personnel dossiers
Members' official personnel dossiers are entrusted to the appropriate Dean/Chief librarian, with a copy deposited in the Human Resources office.
- 13.10 The member has the right to examine, after giving written notice, and during working hours, his entire dossier in the presence of the Dean/Chief librarian or his representative. Documents deemed to be confidential according to the provisions of the present Collective Agreement must be presented in a way that does not risk identifying the author.
- 13.11 The member may ask the director of Human Resources to send him one (1) copy of his dossier, including confidential documents, which must be presented in a way that does not risk identifying the author. The copy of the dossier must be sent within a maximum of fifteen (15) working days, at the member's expense. One (1) copy of the documents to be sent subsequently may also be requested; these requests must be granted as soon as possible by the director of Human Resources when he is able.
- 13.12 The Employer cannot retain for inclusion in a member's dossier any anonymous document concerning the member. Neither statistical compilations of student evaluations nor summaries of student comments are considered anonymous or confidential not including any evaluations approved by the Senate, provided that all summaries of anonymous comments are excluded. These summaries and compilations are kept for later consultation, if this Collective Agreement specifies it.
- 13.13 Members have the right to have corrected or to complete their dossier in cases of errors or omissions. If a member alleges that there has been a misrepresentation of facts included in his dossier, he can have other documents added, and he has the right to request that false, irrelevant or unproven documents be removed from his dossier. Such a request must go through the Dean/Chief librarian, depending on the case, and be accompanied by the reasons why these documents are false, irrelevant or unproven. In case of refusal of the request, the Dean/Chief librarian gives the member the reasons why the documents are correct, relevant or proven, with a copy of this response to the Association. The member can file a grievance by virtue of the provisions of the present Collective Agreement, provided that the grievance is formulated within forty-five (45) working days from the date when the Employer advises the member that the document in question will become part of his dossier.

- 13.14 The letters of assessment received when a member is appointed are confidential and cannot serve as proof in subsequent proceedings brought against the member.
- 13.15 In no case may letters of reprimand serve as proof against a member if, in the following two (2) years, the member is not the subject of another disciplinary measure.
- 13.16 Letters and opinions requested by the FTPC/LRC as well as summaries of the latter are confidential and may not serve, in subsequent proceedings against the member, other ends except those intended by those who requested them.
- 13.17 Written or quantitative course evaluations done by students going back more than five (5) years may not be used for matters related to permanency, advancement or termination.
- 13.18 No part of a personal dossier, other than those already mentioned in articles 14, 15, 16 and 20 of the present Collective Agreement, can be made available during the assessment of a request for permanency and promotion of a member.

14-APPOINTMENTS AND PROMOTION

- 14.1 Preamble
The process of developing recommendations on the appointment and promotion of faculty is a peer-review process. The Employer recognizes that input from members of the same discipline as the contemplated appointment is important; however, it is agreed that the Employer determines the faculty complement necessary to carry out its objectives and mission, and final decisions are the responsibility of the CA and of the EC.
- 14.2 Categories of appointment
All initial appointments of full-time faculty members shall be in one of the following categories:
- Tenured
 - Tenure-track
 - Limited term
- 14.3 Ranks of appointment
All initial appointments of full-time faculty members shall be at one of the following ranks:
- Full Professor
 - Associate Professor
 - Assistant Professor
 - Lecturer
- 14.4 Rank criteria
The criteria in Articles 14.5 to 14.8 will be used as general guidelines when considering the minimum qualifications of Members relative to the indicated ranks. These guidelines are not intended to be used as rigid criteria. Each instance of appointment or promotion will be assessed on its own merits.
- 14.5 Lecturer
- (a) A Lecturer is a professor hired at this rank because:
- (i) he is beginning to teach at the university level (maximum three years);
 - (ii) he is on probation at the University (normally for two years);
 - (iii) he does not meet two conditions or more that are needed to be appointed Assistant Professor.
- (b) In the case of Article 14.5(a)(iii), the professor must have satisfied the requirements for promotion to the rank of Assistant Professor after three years or leave his position.
- (c) A Lecturer is hired only on the basis of a fixed-term contract with the University.
- 14.6 Assistant professor
- (a) An Assistant Professor is someone who, though he has not yet fulfilled all the

conditions relevant to the rank of Associate Professor, is considered by Saint Paul University to show promise. In order to be hired or promoted to this rank, a professor must:

- (i) normally hold a doctoral degree or an equivalence, as described in 14.9 below;
- (ii) have had his competence as a professor demonstrated by the evaluations of his teaching;
- (iii) evince a genuine interest in a university career;
- (iv) have produced scientific contributions (e.g. the complete or partial publication of his doctoral dissertation);
- (v) have conformed to the University requirements regarding the knowledge of the second official language that were made known to him at the time of his hiring. In the case where the professor's contract specifies that a higher level of bilingualism must be attained, the same contract will also indicate the level of bilingualism of the professor at the time of hiring, the level of bilingualism sought as well as the way of measuring the achievement of that level. The means to be used to accompany or to support the professor during the process of acquiring the level of bilingualism indicated will be determined by the Dean, approved by the EC, and written into the professor's contract.
- (vi) have successfully taught full time in a university:
 - for a period of two years if he holds a doctoral degree;
 - for a period of four years, two of which at Saint Paul University, if he does not hold a doctoral degree.

Upon the recommendation of the Dean and with the favourable vote of the FTPC, the Employer may reduce this requirement for up to two years in the case of an applicant with significant professional experience.

- (b) After six years as Assistant Professor, a professor must either have satisfied the requirements for promotion to the rank of Associate Professor or leave his position. Those who were assistant professors as of 30 April 2009 may have up to seven years from the date of their first contract as assistant professor before Article 14.6(b) would be applied. Assistant professors who have already reached or exceeded seven years at the rank will have one year to apply for promotion/tenure, that is, by 31 August 2010, not counting any sabbatical or study leaves taken in the years 2009-2010 or 2010-2011.
- (c) A new professor may be hired at this rank if he already has a doctorate degree and if his past experience in teaching has been satisfactory.
- (d) An Assistant Professor is hired on the basis of a fixed-term contract with Saint Paul University.

14.7

Associate professor

(a) An Associate Professor is someone who, though he has not yet fulfilled all the conditions for the rank of Full Professor, has nevertheless shown enough competence and commitment to the work of the University to be integrated into the teaching personnel. In order to be hired or promoted to this rank, the professor must:

- (i) hold a doctoral degree or, in exceptional cases, an equivalence, as described in 14.9 below;
- (ii) have had his competence as a professor demonstrated by the evaluations of his teaching;
- (iii) be capable of directing important research projects leading to publication of articles or works recognized by specialists in the field;
- (iv) have produced high-quality scientific contributions whose worth, upon a request for promotion, is confirmed by at least three out of four of his peers selected outside of the University by the FTPC which, in its choice, will give consideration to those suggested by the professor concerned – upon request,

the EC could ask of the FTPC to proceed with a peer evaluation as per the guidelines outline in the present Collective Agreement;

(v) have accepted and satisfactorily fulfilled reasonable administrative tasks within the University community;

(vi) have conformed to the University requirements regarding the knowledge of the second official language that were made known to him at the time of his hiring; In the case where the professor's contract specifies that a higher level of bilingualism must be attained, the same contract will also indicate the level of bilingualism of the professor at the time of hiring, the level of bilingualism sought, as well as the way of measuring the achievement of that level. The means to be used to accompany or to support the professor during the process of acquiring the level of bilingualism indicated will be determined by the Dean, approved by the EC, and written into the professor's contract.

(vii) have successfully taught full time in a university for a period of at least five years after having obtained the doctorate or its equivalence as described in 14.9 below, three of which must have been full time as an Assistant Professor and two at Saint Paul University. Sabbatical leaves may be included, but not study leaves. Exceptionally, a candidate of merit may be promoted to this rank by the Council of Administration even without being five years as an Assistant Professor and two years at Saint Paul University. Upon the recommendation of the Dean and with the favourable vote of the FTPC, the Employer may reduce this requirement for up to two years in the case of an applicant with significant professional experience.

(b) An Associate Professor is a member of the council of the teaching unit to which he is attached; he is eligible for the posts of Dean, Vice-dean, and Secretary.

(c) An Associate Professor enjoys tenure within the teaching unit, subject to article 53 of the Statutes of Saint Paul University. To obtain tenure, however, he must have been a member of the full-time teaching personnel of Saint Paul University for at least two years.

14.8 Full professor

(a) The Full Professor is someone who, because of his qualifications and his commitment to the work of the University, is recognized by the latter as a permanent and full member of a Faculty or institute of the university. In order to be hired or promoted to this rank, a professor must:

(i) hold a doctoral degree or, in exceptional cases, an equivalence, as described in 14.9 below;

(ii) have had his competence as a professor demonstrated by the evaluations of his teaching;

(iii) be capable of directing important research projects;

(iv) have, since promotion to the rank of Associate Professor, carried out research that demonstrates an ongoing progress in the advancement of knowledge in his area of specialization. Thus, he will be the author of an original work, with original understood as meaning that the work is at the origin of a development or an evolution in his discipline. In addition, the work is to establish the author as a recognized authority on the subject outside of Saint Paul University. This originality and this authority will be recognized by the teaching personnel committee of the professor's Faculty and, upon a request for promotion, confirmed by at least three out of four of his peers from outside of Saint Paul University, specialists in the same area as that of the professor. Normally, at least one of the four specialists must work outside Canada. The candidate may suggest, in a consultative way, names of specialists in his area of specialization. In judging the authority and originality of the

work of the candidate, those involved will make use of guidelines, a non-exhaustive list of which has been prepared for this purpose.

(v) have accepted and satisfactorily fulfilled reasonable administrative tasks within the University community;

(vi) have successfully taught full time in a university for a period of at least ten years, two of which must have been at Saint Paul University as Associate Professor, or have acquired a professional experience of equal worth and deemed relevant to teaching at the university level. Sabbatical leaves may be included, but not study leaves. Upon the recommendation of the Dean and with the favourable vote of the FTPC, the Employer may reduce this requirement for up to two years in the case of an applicant with significant professional experience.

(b) A Full Professor is a member of the council of the teaching unit to which he is attached; he is eligible for the posts of Dean, Vice-dean and Secretary.

(c) A Full Professor enjoys tenure within the teaching unit, subject to article 53 of the Statutes of Saint Paul University. To obtain tenure, however, he must have been a full-time member of the teaching personnel of Saint Paul University for at least two years.

14.9

Doctoral equivalence

(a) A person may be said to hold a doctoral equivalence if:

(i) he holds a M.A. or a degree or an accreditation confirming specialized higher studies;

(ii) he has produced works that are important contributions for the advancement of his profession;

(iii) he has been judged by his peers to have shown superior abilities as a teacher, researcher, scholar and professional over the last five years.

(b) To determine if a doctoral equivalence may be granted to a Faculty or institute member, the FTPC must:

(i) verify that the equivalence criteria apply;

(ii) call on three outside assessors, preferably academics, chosen by the FTPC; In order to choose the three assessors, the FTPC should consider the persons proposed by the professor.

(iii) send its recommendation to the CA which will make a decision.

(c) Once granted, the doctoral equivalence is added to the professor's file.

14.10

Category criteria

The following criteria will be used as general guidelines when considering Members relative to the indicated category.

(a) Limited term

(i) Limited term appointments are made to vacancies that the Employer has determined are not to be part of its permanent complement.

(ii) Such appointments carry no implication of renewal or continuation beyond the stated term and no implication that the Member shall be considered for promotion or tenure.

(iii) Without restricting the generality of 14.10(a)(i), limited term appointments are utilized normally for the following:

1. to bring distinguished visitors to the University;

2. for exchange appointments;

3. to provide replacements for Members during absences;

4. to provide replacements for Members on leave;

5. to respond to specific academic needs for which the University, due to academic and/or budgetary reasons, does not wish to make a tenure-track appointment;

6. for appointments to programs with provisional funding or of a trial nature.

(iv) Where a Member has been appointed for more than three consecutive full academic years, the Faculty in which this has occurred shall consider its personnel needs, and the Dean shall make a reasoned recommendation to the EC.

(v) Where the EC determines that a tenure-track hiring is to take place, the limited-term Member shall be accorded an interview, subject to fulfilling the advertised criteria established under Article 14.12(c). Upon the reasoned recommendation of the Dean and favourable vote of the FTTPC, the Employer may waive the requirements of the interview and the advertisements in individual cases.

(vi) If the limited-term Member is hired into the tenure-track position, then the Member shall receive credit towards the first initial appointment equal to the number of years served in the limited term position. Such member who has been an Assistant Professor for four (4) or more years shall have up to two (2) additional years before applying for Associate Professor in accord with Article 14.6(b).

(b) Tenure-track

Tenure-track appointments are defined as appointments lasting up to a maximum of six years, during which the Member is afforded the opportunity to demonstrate the Member's qualifications for tenure.

(i) For an Assistant Professor, a tenure-track appointment contemplates an initial appointment of three years and a reappointment for three years. Tenure is obtained upon promotion to Associate Professor, even if this occurs before completion of the second three-year term as Assistant.

(ii) For a Member hired as Associate Professor or Full Professor, a tenure-track appointment contemplates an initial appointment of three years with eligibility to apply for tenure after two years full time at Saint Paul University.

(iii) A subsequent tenure-track appointment shall be for three years, notwithstanding the possibility that promotion and tenure may be acquired sooner in keeping with (i) and (ii) above.

(iv) Renewal of a tenure-track appointment will require satisfactory performance and a clear indication of good progress toward eligibility for granting of tenure.

(c) Tenure

Tenure means permanency of appointment. Such an appointment may be terminated through resignation, retirement, dismissal for cause, or as otherwise stated in this Agreement. Tenure is normally granted upon promotion to Associate Professor or, if a Member is first employed at a higher rank, after a minimum of two years full time at Saint Paul University.

14.11 Language requirements

(a) At the time of initial regular appointment at Saint Paul University, a Member shall be expected to have active knowledge of either English or French and may, in addition, be required to have a stated level of competence (active or passive) in the other official language.

(b) For the purposes of this Agreement, active knowledge of a language means a level of competence which is adequate for the purposes of teaching, and passive knowledge means the ability to grasp the essential content of oral or written communications addressed to the Member in the course of employment at Saint Paul University.

(c) For each initial regular appointment, contract renewal, promotion, or granting of tenure, the Dean in which Faculty the appointment is made shall determine, as directed and approved by the University, whether or not to require knowledge of the second language and, if so, whether that knowledge must be active or passive.

(d) Normally, and subject to Article 14.11(c), all professors in tenure-track positions will have an active knowledge of both official languages of Canada in order to be promoted to the rank of Associate Professor and to be granted tenure.

(e) A Member with a replacement appointment may be required to have a stated level of second language competence.

14.12

14.12 Appointment procedure

The Faculty, through the Dean, shall advise the EC of the personnel needs in the Faculty. If the EC subsequently determines that a hiring is to take place, the procedure set out below shall commence.

(a) The Faculty, through the Dean, will provide the Liaison Officer with recommendations on the content of the advertisement for the position.

(b) The Faculty shall continue its respective practices with regard to search committees, including its structure and organization.

(c) All new appointments must be advertised within the University and outside the University in the CAUT Bulletin and AUCC forum and suitable national and/or discipline-specific publications.

The advertisements shall include the following information:

(i) the category of appointment;

(ii) the specific academic discipline and, if applicable, specialty sought;

(iii) the qualifications, education, and skills required, including language proficiency;

(iv) any special conditions associated with the position;

(v) rank;

(vi) the following statement:

“This announcement is directed primarily but not exclusively to Canadian citizens and permanent residents of Canada. Saint Paul University encourages applications from all qualified individuals, including women, members of visible and ethnic minorities, native peoples, and persons with disabilities.”

(d) The Parties recognize and accept that the Employer’s current practice is for the search committee to recommend to the Dean who, in turn, recommends to the EC. Additionally, each Faculty arranges for interview of applicants. Parties acknowledge this practice and its continued use.

(e) The EC shall make an appointment at the rank of Lecturer or Assistant Professor and the CA at the rank of Associate Professor or Full Professor, taking into consideration the recommendation of the search committee. If the EC or the CA reject the recommendation of the search committee, the Committee or the CA, as the case may be, shall provide written reasons to the Dean of the Faculty. In the event of such rejection and before any alternate appointment is made, the EC or the CA shall consult with the search committee regarding the suitability of other short-listed candidates. If no other candidate short listed by the search committee is suitable for the appointment, the EC or the CA will instruct the search committee to reopen the search.

(f) The letter of appointment shall specify the Faculty or programme affiliation, the rank and salary at appointment, and the basis for the determination of the rank and salary. The language requirements in the other official language that the Member must meet for contract renewal or for tenure shall also be stated in the letter. The letter of appointment may also specify, where applicable, the condition of continued membership in the FGPS and, where required by law, any citizenship requirements.

(g) No appointee shall be deemed to have assumed the responsibilities of his appointment until a contract stating the terms and conditions of employment has been provided by the Employer and has been signed by both Parties.

15-RENEWAL, TENURE, PROMOTION

- 15.1 Application
(a) Applications for renewal, tenure, or promotion must be filed by August 31. The letter of application is addressed to the Dean. The applicant and/or Dean shall furnish the FTPC with additional documentation in support of the application.
(b) A Member is eligible to apply for renewal, tenure, or promotion while on leave, but the Member is responsible for maintaining contact with the University and for all expenses incurred in making appearances when requested. A Member who has taken a leave may elect to postpone an application for tenure or promotion to the next following deadline.
- 15.2 Language proficiency
(a) As a condition for contract renewal or tenure, a Member may be required to have a stated level of competence (active or passive) in the other official language, provided that this requirement was stated in the initial letter of appointment.
(b) The Dean will determine if a Member has satisfied the language requirements stated in the initial letter of appointment.
(c) No Member shall be denied renewal or tenure solely on the basis of inadequate knowledge of French or English without first having the opportunity to take a test appropriate to the required level of language competence as stated in the initial letter of appointment. This test of language proficiency shall be administered by the Official Languages and Bilingualism Institute (OLBI) at the University of Ottawa.
- 15.3 Tenure
(a) Members on tenure-track appointments shall normally begin to undergo a formal tenure evaluation by the FTPC in the final year of their tenure-track status or, in the case of an Assistant Professor, in the year he applies for Associate Professor.
(b) An Assistant Professor may apply for tenure evaluation and promotion one year prior to the final year. A denial of an early application for tenure is not, in itself, a termination of appointment.
(c) A Member may not be considered for tenure more than twice. The denial of an application in the final year of the second term of a tenure-track appointment will result in the termination of employment. It does not affect the right of the Employer to continue to employ the Member on a non-tenured, contractual basis.
- 15.4 Promotion
(a) Promotion shall mean the advancement from one rank to the next higher rank.
(b) Members shall normally apply for their own promotion. Applications may also be submitted by the Liaison Officer on behalf of Members who have not applied themselves where the Members have declared their willingness to be considered.
(c) A Member is eligible to apply for promotion while on leave, but the Member is responsible for maintaining contact with the University and for all expenses incurred in making appearances.

16-FACULTY TEACHING PERSONNEL COMMITTEE AND REQUEST FOR PROMOTION

- 16.1 Mandate
(a) Each Faculty shall have a FTPC which shall make recommendations to the Dean and, through the Dean, to the CA on applications from Members for renewal of appointments, promotion, and tenure.
(b) The FTPC shall make recommendations on matters concerning Members which are assigned to it by this Agreement, in particular tenure, promotion, and sabbatical.
(c) At the request of the Dean, the FTPC may occasionally provide advice on any other matter consistent with its mandate under the terms of this Agreement, it being understood by the Parties that the FTPC does not speak for the Association nor does it

have the authority to bind the Association when offering such advice.

(d) The FTPC shall make recommendations and give advice, in accordance with this Agreement, with the aim of maintaining within the Faculty appropriate standards for teaching and research, literary or artistic creation, or professional activities.

16.2 The FTPC shall be composed of the Dean and at least three (3) but not more than five (5) regular full-time professors, at least three of whom must have tenure, who are chosen in a manner determined by the full-time professors of each Faculty and who serve for a term of two years beginning July 1. To ensure continuity, the terms shall be staggered.

16.3 The Dean presides at meetings of the FTPC but cannot vote except to break a tie.

16.4 Time lines

(a) An application for renewal, tenure, or promotion must be furnished to the Dean in writing on or before August 31.

(b) The FTPC shall prepare a written report on each application for renewal, promotion, or tenure and shall transmit the report to the applicant concerned on or before November 15.

(c) The Dean and the FTPC, through the Dean, shall transmit their recommendations on renewals, promotions, and tenure to the CA no later than December 15.

(d) The CA shall make its decision by March 15.

16.5 Operative rules and procedures

(a) The Dean shall maintain a record of attendance, appearances, and recommendations as well as a dossier of all documents consulted in its assessment of applicants.

(b) Any material submitted anonymously will not be considered.

(c) Submissions concerning any applicant which do not name the applicant will not be considered.

(d) Members of the Committee are required to keep strict confidentiality on all matters discussed at meetings, especially the identity and comments of referees.

(e) All votes on applications shall be written and shall supply supporting reasons for the recommendation being made.

(f) If the FTPC deems that any negative evidence is relevant to its recommendation, it must allow the applicant the opportunity to know and respond to it before the Committee's recommendation is finalized.

16.6 Evaluation criteria

(a) Evaluations shall be based upon an assessment of the applicant's performance in teaching; scholarly activity; and University, professional, and community service as set out in Articles 14, 15, and 20.

(b) The FTPC shall consider all evidence submitted by the applicant, the curriculum vitae, and recent student evaluations of teaching.

16.7 Applications for promotion

(a) In addition to the items set out in 16.7(b), an application for promotion shall include a copy of the research and creative works the applicant wishes to have considered and, where the application is for promotion to Full Professor, the names of the external referees as required by Article 14.8(a)(iv).

(b) The following elements of an application for promotion must be considered:

(i) scholarly books and monographs, plus reviews of these books and/or articles in peer-reviewed journals;

(ii) other publications including, but not limited to, scientific articles in collected works, articles in dictionaries / encyclopaedias; articles in congress proceedings; citations of the applicant's works in other publications; works of haute vulgarisation;

(iii) membership and participation in learned societies, considering names and prestige of the societies, papers delivered, participation in panels, committee

work, and administration;

(iv) administration and other activities directly related to scholarly activities, such as: director of a research centre or institute, founder of an institute, promotion of graduate students' participation in learned societies, direction of graduate research, editorial and refereeing duties;

(v) any contractual obligations, as specified in Article 14.12(f).

(c) The maintenance of competence and currency in one's field will not count as scholarly activity in the context of promotion.

16.8 Recommendation and decision

(a) The FTPC shall forward its recommendation to the Dean. The Dean will forward the FTPC's recommendation and his own recommendation to the CA. These recommendations will include the written expression of the reasons supporting them. A copy of the recommendations shall be sent to the applicant at the same time.

(b) The recommendation of the FTPC and of the Dean shall be considered by the CA in making a decision on an application in accord with Article 16.4(d). Such decision shall be communicated to the applicant in writing no later than 14 calendar days following the meeting of the CA at which a decision is taken.

(c) The CA shall not unreasonably reject a recommendation of the FTPC and of the Dean. In the event the CA does reject such a recommendation, its President shall communicate his reasons to the FTPC in writing and, upon the request of the Committee, shall meet alone or accompanied with it to discuss these reasons. The FTPC shall then make a final recommendation. If the CA again rejects this recommendation, its President must give written notice of its reasons to the FTPC.

16.9 Ranks and preliminary appointments for librarians

The ranking system of librarians is composed of three ranks: librarian I, librarian II, librarian III.

16.10 A person who is appointed in a librarian position of whatever rank will be given a preliminary appointment of two years, leading to a permanent appointment upon satisfactory evaluation by the LRC. There shall be two evaluations of satisfactory performance of duties during this two year period. A first after 8 months in the position; a second at least two months before the end of the 24 months preliminary appointment. The evaluation criteria will reflect the specifics of the librarians' workload (Article 21.2) as well as the criteria for promotion (Article 16.14). The preliminary appointment may be terminated after either of these evaluations if performance has been deemed unsatisfactory.

16.11 Librarian I: To qualify for appointment to the rank of Librarian I, a candidate shall have the minimum qualifications as outlined in Art. 16.14(a).

16.12 Librarian II: To qualify for promotion to the rank of Librarian II, the candidate shall have the minimum qualifications as required for Librarian I and shall have at least five (5) years' professional experience as a Librarian I or other pertinent experience, with at least two of these years at Saint Paul University. As a primary criterion for appointment or promotion to this rank, a candidate shall have a record of successful performance in professional practice and demonstrated potential in scholarly endeavours and/or professional development activities, with the greatest weight placed on academic qualifications and professional practice.

One who is hired at the rank of Librarian II will be granted a permanent position after a minimum of two years of full time employment at Saint Paul University and having received a successful performance evaluation conducted by the LRC as set out under Article 16.10.

16.13 Librarian III: To qualify for promotion to the rank of Librarian III, the candidate shall have the minimum qualifications as required for Librarian II and shall normally have at least ten (10) years' experience as a Librarian I and II, with at least two of these years

as Librarian II at Saint Paul University, or have acquired a professional experience of equal worth and relevance. There should be clear evidence of continuing professional development and demonstrated ability to handle increased responsibilities. The Librarian III will have pertinent qualifications such as a relevant post-graduate degree or equivalent in a pertinent subject field, and have made significant contributions to the library, the University, or the library community.

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

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

One who is hired at the rank of Librarian III will be granted a permanent position after a minimum of two years of full time employment at Saint Paul University and having received a successful performance evaluation conducted by the LRC as set out under Article 16.10.

16.14 Criteria for promotion

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

(a) Academic qualifications

The minimum qualifications for appointment to any rank are an undergraduate degree plus a Master's degree in Library Science/Information Studies or equivalent academic qualifications.

(b) Professional practice

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

(c) Scholarly endeavours, professional development activity, and/or continuing education

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

(i) Scholarly endeavours and publication (including electronic publication) include, but are not limited to, the following: books (full-length monographs); articles in refereed journals; chapters in books; non-refereed publications; editor of a professional journal; member of an editorial board for a professional journal; papers presented at national, provincial, or regional professional conferences and other forums; book reviews in professional journals; book reviews in other journals; research accepted for publication. Unpublished

works such as substantial library guides, bibliographies, special indexes, planning documents, project reports or manuals, that involve substantial original intellectual or creative contributions to the library and its operations will also be considered.

(ii) Professional development activities include, but are not limited to, the following: election to an office in a professional association; nomination/candidacy for office in a professional association; chair of a committee in a professional association; workshops, institutes, training sessions, lectures conducted for professional groups; consultancy in a professional capacity; member of a professional association committee; planning conferences and conducting workshops; attendance at professional association conferences, workshops, or seminars; membership in professional associations; other activities of a professional nature.

(iii) Continuing education includes, but is not limited to, the following: completion of relevant graduate degrees; courses completed towards a relevant graduate degree; courses taken in relevant non-degree or certificate programs, including second-language programs; relevant continuing education courses.

(d) Librarians shall be entitled to apply for the funds normally made available to professors for research support.

16.15 Library Review Committee

(a) There shall be a Library Review Committee (LRC).

(b) It shall be the responsibility of the LRC to receive and review all applications for continuing appointment or promotion and to make recommendations.

(c) The LRC shall have a membership of four (4) and be composed of: the Chief Librarian, who shall be Chair; one (1) Librarian III (or equivalent rank), either from within or outside the University; one (1) Dean or tenured professor named by the Employer; one (1) tenured professor elected by his peers at a meeting of the Senate.

(d) The LRC must observe the timelines and rules and procedures of Article 16.4 and 16.5, mutatis mutandis.

17-BARGAINING STATUS OF ADMINISTRATORS

17.1 Any appointment of an administrator to an academic position shall be in accordance with the procedures for academic appointments in this Collective Agreement.

17.2 Administrators who held an academic position at the time of appointment as administrator and were excluded from the Bargaining Unit by virtue of their office are free to return to their academic position as a Member of the Bargaining Unit upon completion of their term of office, resignation, or termination. Time spent in an academic administrative position shall be deemed equivalent service for all appropriate purposes of this Agreement.

17.3 Termination from an administrative position is not termination from an academic position. The latter may only follow the former, is procedurally distinct, and shall follow the relevant provisions of this Collective Agreement.

17.4 When an administrator returns to his academic position, the salary and benefits shall be governed by this Collective Agreement. Administrative stipends shall not be maintained. After consulting the person who has completed his mandate as administrator, the Rector shall notify the President of the Association of the approximate date when the former administrator will return to his academic position.

17.5 An administrator who does not hold an academic position is eligible to apply for an academic position.

- 17.6 An administrator shall be awarded tenure or promotion in accordance with the criteria established by this Collective Agreement. The administrator's file will be evaluated by an ad hoc committee reporting to the President of the CA. The ad hoc committee will consist of four (4) external evaluators who will review the file and make a recommendation to the President of the CA. The President of the CA shall forward to the President of the Association: (1) the list of evaluators; (2) a copy of his recommendation for tenure and promotion; and (3) a copy of the decision made by the CA.

18-LEGAL LIABILITY

- 18.1 The University shall continue to maintain the present public liability insurance to insure, among others, Members who are acting within the scope of their employment against liability claims (including negligence, property damage, personal injury, libel and slander), up to its current limit.
- 18.2 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.

19-BILINGUALISM

- 19.1 The University is committed to the fulfillment of its role as a bilingual institution of higher learning. The Employer and the Association pledge themselves to the maintenance and promotion of the English and French languages (hereinafter referred to as "official languages").
- 19.2 Consistent with the commitment in Article 19.1, both Parties shall have the right to communicate with each other in either official language. The Employer recognizes the right of all Members to communicate directly (orally and in writing) with all academic and administrative services of the University in the official language of their choice for all official transactions.
- 19.3 The Parties agree to co-operate to have the Collective Agreement translated within 90 days from the version negotiated at the bargaining table into the other official language. The Parties shall share equally the cost of the translation and printing of this Collective Agreement.
- 19.4 Both Parties may use the English or the French version in any proceedings arising out of this Collective Agreement, and both versions shall have the same weight. However, where there is a discrepancy or ambiguity between the English or the French version, it shall be the version of the language in which the grievance was filed which shall prevail.

20-WORKLOAD OF PROFESSORS

- 20.1 Normal workload of professors
- (a) The normal workload of professors shall include the following:
- (i) teaching, including preparation, the marking of examinations, and availability to students;
 - (ii) research required for continual updating of teaching and publication of research;
 - (iii) direction and correction of theses as well as direction of reading courses;
 - (iv) participation in committee and council meetings, including Association committees;
 - (v) habitual presence at the University.
- (b) The normal teaching load is 12 credits per year. A Member who agrees to accept a higher teaching load in one session is entitled to a corresponding reduction in workload

in the following session or the following academic year, or the equivalent in salary. When courses are cancelled, credits not taught are postponed to the following session or year, but may not be reduced by its equivalent in salary.

20.2 Supervision of counselling students

The supervision of a student in counselling is equivalent to 0.5 credits per semester.

20.3 Compensation for thesis direction

(a) The director shall be compensated \$1,250 for the direction of each of the first two doctoral dissertations and \$2,000 for each subsequent doctoral dissertation submitted in the same academic year.

(b) Beginning with the third master's thesis submitted in the same academic year, directed by the same Member, the Member shall receive \$1,000 per submitted thesis.

(c) Payment of the above shall be effected upon the formal submission of the master's or doctoral dissertation to the FGPS at the University of Ottawa.

21-WORKLOAD OF LIBRARIANS

21.1 Principles

(a) The University recognizes the importance to its academic mission of librarians' continuing development as members of the academic staff and acknowledges that their pursuit of research, study, educational and other scholarly activities brings benefits to and enhances the reputation of the University, the profession and the individual librarian.

(b) The pursuit of research, study, educational and other scholarly activities shall constitute a normal component of a librarian's workload.

(c) The scheduled duties of librarians shall be arranged to take into account the optimum delivery of service to the university community and the provision of sufficient time for the pursuit of research, study, educational and other scholarly activities.

(d) Research, study, educational, and other scholarly activities performed by a librarian shall be considered in the librarian's performance appraisal for a permanent position and promotion.

21.2 Workload

(a) At the time of hiring, there shall be a written job description for every librarian position which states the tasks and responsibilities of the position. At the request of a Member, this job description may be altered by the Employer. The Employer may not impose a new or revised job description on the Member without notifying the Association.

(b) The duties and responsibilities of librarians fall generally into three (3) categories:

(i) Professional librarian activities include participation in the operation and the development of the library as an academic service and resource for students, faculty and other members of the community and, in particular, includes library instruction, collection development, cataloguing, reference services, development and implementation of systems applications, participation in library committees, management and coordination of library resources and services, and the training and supervision of staff;

(ii) Research and scholarship, the primary purpose of which is to increase knowledge and understanding and to further the librarian's professional and scholarly competence and which in general includes development of professional knowledge through research, scholarly and critical or creative work within the field of librarianship, the dissemination of such work through professional and peer-reviewed publications, presentation of scholarly papers, and other respected means.

(iii) Service to the University and the community which includes, but is not

limited to participation in University and Association activities.

(c) The normal workload of a librarian is 35 hours per week. Librarians shall be entitled to request from the Chief Librarian a flexible distribution of the 35 hours per week. Where a request for the flexible distribution of the 35 hours per week is denied, the Chief Librarian shall set out in a written reply to the Member the reasons for the denial.

(d) A Member's workload shall be such that the required duties and activities can be reasonably performed during working hours. A Member shall not be asked to work overtime without compensation or benefit mutually agreed upon by the Employer and the Member, with notice given to the Association of such agreement.

(e) The normal distribution of workload shall be 80% for professional practice and 20% for a combination of scholarship and research, on a yearly basis. Any such agreement shall be consistent with the provisions of this Agreement.

21.3 Professional development days

A Member librarian may request a reasonable amount of leave with pay for purposes such as: attendance at professional association conferences, conferences in the Member's area of specialization, or workshops related to functions in the Member's current or anticipated assigned professional duties, and preparation of papers or professional conference presentations.

22-WORKING CONDITIONS

22.1 The Employer shall maintain its current practice of providing Members with the necessary furnishings, office, and equipment strictly related to their workload and in accordance with current administrative norms.

23-SABBATICALS

23.1 Definition

The purpose of a sabbatical is to foster the pursuit of knowledge and serve the academic and scholarly objectives of the University by affording professors a regular opportunity to devote their energies entirely to research and study. The Parties to this Agreement acknowledge a joint responsibility to encourage the effective use of sabbatical leaves to strengthen the University in the achievement of its objectives.

23.2 Eligibility

A Member is eligible for a sabbatical when he has taught full time at Saint Paul University for a definite number of years as an Assistant Professor, Associate Professor, or Full Professor.

23.3 One-year sabbatical

(a) After six consecutive years of teaching on a full-time basis, a Member may request a one-year sabbatical with financial remuneration of 75% of the full salary. An Assistant Professor in a tenure-track position shall receive 90% of the full salary for his first, one-year sabbatical.

(b) Should a Member wish to increase this remuneration, he may postpone the request. The remuneration will then be 75% plus 2.5% of his salary for each year added to the basic six years to a maximum of 90% of his salary.

(c) When a Member must delay a sabbatical for administrative reasons (e.g., a replacement is not available), the remuneration is increased by 5% per year of delay up to 100% of the salary.

(d) The calculation of the percentage of the salary to be paid the Member as compensation is made in terms of the salary which would have been paid him during his sabbatical.

23.4 Six-month sabbatical

- (a) After a three-year period of full-time teaching, a Member may ask for a six-month sabbatical.
- (b) Remuneration shall be 75% of his full salary if the sabbatical is taken during the first teaching semester immediately following three years of service.
- (c) The remuneration shall be 77.5% of full salary if the sabbatical is taken during the second teaching semester immediately following three years of service.
- (d) After a six-year period of full-time employment, a Member may ask for a six-month sabbatical at 100% of salary.
- (e) Except for those getting 100% of their salary, the Member will be entitled to an additional 5% if the already approved beginning of his sabbatical must be postponed another semester for administrative reasons. This type of sabbatical can only be deferred once.

23.5 Reasons for taking a sabbatical

A sabbatical is granted in order to enable a Member of the teaching staff to contribute towards the betterment of University life:

- (a) by devoting more time to scientific production (preparing a book for publication, pursuit of a research project);
- (b) by making Saint Paul University better known as a part-time guest lecturer in a position preapproved by the University;
- (c) by acquiring a professional or practical experience related to his specialty in order to provide a teaching more complete and more consistent with the needs of the times.

23.6 Application for sabbatical

(a) A sabbatical shall begin on January 1 or on July 1 and shall normally be taken after or immediately before a regular teaching semester.

(b) A Member requesting a sabbatical leave shall provide the Member's Dean with a dossier by September 30 of the academic year prior to the leave and it should include:

- (i) the report of the previous sabbatical;
- (ii) an outline of the proposed plans which explains why and how these should contribute to the Member's scholarly, pedagogical, or professional development;
- (iii) an updated curriculum vitae;
- (iv) an explanation of the locale chosen;
- (v) a summary of the Member's preparation for that project;
- (vi) a statement of scholarly and/or professional achievements since the previous sabbatical.

(c) The Dean of the Faculty:

- (i) for administrative reasons, may postpone the sabbatical or ask the Member to change the duration (six months instead of twelve or vice versa) and the dates of the sabbatical;
- (ii) in consultation with the Member, assures that the proposal is in keeping with this Article;
- (iii) after consultation with the FTPC, approves the request and forwards it to the CA for the Council's approval or not.

(d) If, on his previous sabbatical, a Member substantially failed to fulfill the objectives of the proposal or the obligations of Article 23.7 (a), (b), or (c), the Dean or the University administration may place reasonable conditions on the approval of the new proposal and indeed may not grant the request for a further sabbatical leave if conditions warrant such a decision.

23.7 The Member's obligations

(a) Immediately following the completion of a sabbatical leave, a Member is required to return to the University for a length of time equal to the sabbatical taken or to satisfy some other arrangement that is mutually acceptable to the Member and the Employer.

- (b) Upon his return to Saint Paul University, a Member benefiting from a sabbatical must submit to the Dean of the Faculty a report on his activities during the sabbatical.
- (c) During the sabbatical, the Member may accept bursaries for studies but not another paying job, except in such cases as are set forth in Articles 23.5 (b) and (c).
- (d) During the sabbatical, the Member and the University continue to pay their respective employee employer contribution to the various insurance plans and pension funds. The calculation of these contributions is based on the sabbatical salary of the Member.

24-STUDY LEAVE

- 24.1 Study leave without financial assistance
- (a) Upon the recommendation of the Dean of a Faculty or Chief Librarian, the CA may grant a study leave without financial assistance to a Member.
 - (b) When a study leave is granted, the University will keep open the position until the end of the leave.
 - (c) The study leave is granted for a given period of time and, with possible exceptions, shall not exceed one full year.
- 24.2 Study leave with partial financial assistance
- (a) A Member may request a study leave with partial financial assistance if he has completed two years of teaching as a full-time professor at Saint Paul University.
 - (b) A Member applying for such assistance must register in a regular course of studies leading to a graduate degree or in a programme of language study of either official languages of the University.
 - (c) A study leave with partial financial assistance for a programme of language study in either official languages of the University is normally granted for up to six months; for graduate studies, it is normally granted for a one-year period and may be renewed for a maximum of three years. A request for renewal must be accompanied by an attestation that the Member's graduate studies or research is progressing satisfactorily. To this effect, the candidate must ask his director of studies or of research to send a confidential letter of appreciation. The request for renewal and the letter of assessment must reach the Dean before January 15 preceding the effective date of renewal of the financial assistance.
 - (d) The partial remuneration paid a Member on an approved study leave shall not exceed \$6,000 annually. To determine the amount of the grant, other sources of financial assistance available to the candidate will be taken into consideration.
 - (e) The Member must agree to give one year of service with full regular salary for each year or part of a year of study leave taken with partial financial assistance. Should he wish to be relieved of this obligation, the Member must refund the University a sum equivalent to the partial financial assistance not given back in services.
 - (f) The CA may grant each year a limited number of study leaves with partial financial assistance.
 - (g) Upon recommendation of the Dean of a Faculty, the CA grants such a leave to members of the teaching staff whose leave will promote the objectives of the Faculty.
- 24.3 Application procedure
- (a) The request for a study leave may be initiated either by the Dean or Chief Librarian, or it may be initiated by a Member with the recommendation of the Dean or Chief Librarian.
 - (b) The consent to the study leave with partial financial assistance is subject to an agreement to be signed by both Parties.
- 24.4 Social benefits
- (a) A Member on study leave may, during his absence, continue to participate in the group benefit programs provided, however, that the necessary arrangements have been

made with Human Resources, including the payment of the respective share of the cost of the premiums, so that full payment of premiums be made.

(b) Sick leave and holidays do not accumulate during study leave periods.

(c) The years of study leave are not considered when computing the years of service for purposes of sabbatical leave, renewal, promotion, and salary.

(d) A Member must wait a minimum of three years after his return from a study leave that lasted at least one year before he may be considered for a sabbatical leave.

25-PREGNANCY AND PARENTAL LEAVE

25.1 General considerations

(a) During the pregnancy and parental leaves under this Article, the Member shall continue to participate in the pension plan and the other benefit plans set out in this Collective Agreement. The Member and the Employer shall each continue to pay their applicable share of contributions and/or premiums, unless the Member elects not to do so in writing.

(b) A Member on pregnancy or parental leave may elect to defer contractual decisions on reappointment, tenure, or promotion by an equivalent period of time. When a Member elects to defer such decisions, he shall provide the Dean or Chief Librarian with written notice of his intention to do so.

(c) The Parties agree that the provisions of this Article shall be no less than those in the Ontario Employment Standards Act and Employment Insurance Act as may be further amended. Differences in the interpretation of this Article shall be resolved based on consistency with the Acts.

(d) A Member shall give written notice to the Employer of his intention to take pregnancy or parental leave at least two (2) weeks prior to the commencement of such leave. The notice period may be altered by mutual agreement.

(e) For a subsequent pregnancy, parental or adoption leave, a Member will qualify for the benefits of this Article provided he has accumulated at least 600 hours of insurable employment during the qualifying period.

(f) For purposes of vacation, promotion, or academic or professional leave, any period of maternity or parental leave shall be considered as a period of service.

(g) The vacation period of Article 28.1 shall not be included as part of a pregnancy or parental leave.

25.2 Pregnancy leave

(a) A pregnant Member shall be entitled to 17 weeks of pregnancy leave.

(b) The notice period in Article 25.1(d) shall not apply if the Member stops working because of complications caused by her pregnancy or because of birth, still birth, or miscarriage.

(c) The pregnancy leave of a Member who is entitled to take parental leave shall end 17 weeks after the pregnancy leave began.

(d) The pregnancy leave of a Member who is not entitled to take parental leave shall end on the later of the day that is 17 weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still the birth, still birth, or miscarriage, whichever is later.

(e) During the period of pregnancy leave as specified in Article 25.2(a), a Member shall receive from the Employer:

(i) for the first two (2) weeks, 95% of her salary;

(ii) for up to a maximum of 15 additional weeks, an amount equal to the difference between the Employment Insurance (EI) benefits received by the Member and 95% of the Member's salary.

- 25.3 Parental and adoption leaves
(a) On the occasion of the birth of a child or the adoption of a preschool child, a Member who is a parent will be entitled to a parental/adoption leave of up to 37 weeks. A Member who has taken pregnancy leave shall be entitled to up to 35 weeks.
(b) For the first ten weeks of the period of parental leave as specified in Article 25.3(a), a Member shall receive from the Employer an amount equal to the difference between EI benefits and 95% of the Member's salary.
(c) The notice period in Article 25.1(d) shall not apply if the Member stops working because the child comes into the custody, care, and control of the parent sooner than expected.
- 25.4 Extended parental leave
(a) An extended parental leave without pay, up to a maximum of one (1) year, shall be given to a Member who requests it.
(b) During the extended parental leave, Members wishing to participate in the pension plan and the other benefits plans set out in this Collective Agreement shall be responsible for the cost of maintaining the benefits.

26-OTHER LEAVES OF ABSENCE

- 26.1 Leave of absence without pay
A Member may apply for, and the Employer may grant, a leave of absence without pay up to a maximum of two years. The Member shall apply in writing to the Dean, who shall consult with the Member's Faculty. The Dean shall then forward the request, with his recommendation, to the EC, which shall approve or deny the leave in writing to the Member, with a copy to the Association and, in case of denial, with the reasons duly noted. If the leave is approved, the terms of the leave shall be set out in the written notification. A Member granted such a leave for the purposes of taking employment elsewhere who wishes to maintain such group insurance coverage as is permissible by the terms of the plan shall be responsible for payment of the total premium cost.
- 26.2 Court leave
A leave of absence with no loss of remuneration and no effect on benefits shall be granted to any Member, other than a Member already on leave of absence, who attends as a witness or serves as juror in the proceedings of any judicial, quasi-judicial, or administrative body in Canada having the power to compel the attendance of witnesses before it.
- 26.3 Bereavement leave
In the event of the death of one of a Member's immediate family, the Member shall be granted a leave of up to five consecutive working days without loss in pay in order to make arrangements for and/or attend the funeral. "Immediate family" means:
- 1) spouse,
 - 2) child,
 - 3) stepchild,
 - 4) sibling,
 - 5) stepsibling,
 - 6) parent,
 - 7) stepparent,
 - 8) spouse's parent,
 - 9) sibling's spouse,
 - 10) child's spouse,
 - 11) grandparents, and grandchildren.

- 26.4 Personal emergency leave
Personal emergency leave shall be granted to Members in accordance with the provisions of the Employment Standards Act of Ontario, as amended from time to time.
- 26.5 Sick leave
In the event of illness or disability, a member may be requested to produce a medical certificate when absence exceeds three consecutive days. In the case of absence due to illness occurring before, during, or after a statutory holiday or annual leave, a Member must provide a medical certificate. In order to qualify for short-term and/or long term disability insurance, the Member must provide a medical certificate.

27-RETIREMENT AND RESIGNATION

- 27.1 A Member may retire or resign, normally effective June 30 or December 31, with at least four (4) months' written notice to the Dean and the Liaison Officer. However, it is understood that the possible resignation or retirement dates of a Member and the provisions for early retirement under the University pension plan are governed by the terms of the plan to which the University belongs. All leaves to which the retiring Member would be entitled must be terminated at the Member's retirement date.
- 27.2 Employment may be terminated at any time by mutual, written agreement between a Member and the Liaison Officer.
- 27.3 In order to foster and facilitate the continuing scholarly and professional interests of retired Members, the Employer shall accord them the right to retain after retirement:
- (a) their ustpaul email address and
 - (b) full library privileges.
- 27.4 Transition to retirement
A tenured Member who is eligible to retire may, instead of retiring, opt for the following transition to retirement benefit.
- (a) A Member may apply for a reduction in duties of up to fifty percent (50%) of a full-time workload for a period of up to three years ending no later than the Member's normal retirement date as defined in the University Pension Plan.
 - (b) The member who wants a reduced workload shall normally make application for it at least six (6) months before it is to commence.
 - (c) The application for a reduced workload shall be forwarded to the Liaison Officer by the Dean/Chief Librarian who shall specify the amount by which the workload is to be reduced and the duties to be performed by the Member.
 - (d) A Member with a reduced workload shall continue to be a Member of the Association and shall be covered by this Collective Agreement.
 - (e) A Member whose application for a reduced workload is approved shall have a "Base Salary Rate" computed as if the Member were continuing on full-time status. All relevant salary adjustments shall be applied to the Base Salary Rate. The "Actual Salary" to be paid the Member shall be prorated from the Base Salary Rate in direct relation to the approved reduction in duties for the reduced workload.
 - (f) A Member with a reduced workload shall continue to participate in the University Pension Plan and other benefit plans as eligible. Both the Member's contributions and the Employer's contributions shall be based on the Actual Salary Rate.
 - (g) For the purposes of computing credited service for the formula pension, a Member on a reduced workload who is continuing contributions to the University Pension Plan based on his Actual Salary Rate shall receive credit equal to his reduced workload.
 - (h) The duties of the Member on reduced workload may involve any combination of the Member's former duties, for example, teaching only, or an appropriate combination of teaching, research, and service.
 - (i) A Member whose application for a reduced workload is approved by the EC shall

receive a letter from the Liaison Officer which shall state:

- (i) the Member's current Base Salary Rate;
- (ii) the percentage of the reduction in duties;
- (iii) the Member's current Actual Salary on the effective date of the reduced workload;
- (iv) the effective date of the reduced workload and date of departure;
- (v) the duties of the Member and any applicable conditions.

j) No reduced workload shall take effect until the Member notifies the Liaison Officer in writing of his acceptance of all of the specified terms and conditions.

28-VACATION AND HOLIDAYS

- 28.1 Full-time Members having completed one year of full-time employment at the University not on study leave are entitled to twenty-two days of vacation each academic year. Members must advise the Dean of their holidays in advance. Any other absence of 5 or more days must be justified and the Dean must be informed.
- 28.2 The annual vacation of Members who have more than three years of continued service may be deferred no more than two semesters beyond the year when they should have been taken.
- 28.3 Annual vacation days that have not been taken are not convertible into cash. On termination of employment at the University, on the effective date of resignation and retirement, the Member shall be deemed to have taken all vacation entitlement.
- 28.4 Members on sabbatical or study leave will be deemed to have used up, during their leave, all their vacation entitlement accrued prior to the commencement of the leave. On May 1 next occurring after the Member's return from leave, the Member shall receive the normal vacation entitlement set out above.
- 28.5 Members will continue to receive their normal salary and benefits during vacation periods.
- 28.6 The following shall be paid holidays:
- New Year's Day
 - Family Day
 - Good Friday
 - Easter Monday
 - Victoria Day
 - Canada Day
 - August Civic Holiday
 - Labour Day
 - Thanksgiving Day
 - Christmas Day
 - Boxing Day
- 28.7 The following are additional holidays designated by the University: the afternoon of the working day preceding Christmas; the week between Christmas and New Year's Day; the day following New Year's Day.
- 28.8 Members shall receive designated holidays off from work without any loss of regular earnings.

29-HEALTH AND WELFARE BENEFITS

- 29.1 The Employer agrees to maintain and continue to make available all current benefits through Sun Life Financial, Group Policy no. 83998-1, or through another carrier of its choice, if deemed necessary, but with no diminishment in benefit coverage, and the

University Pension Plan, Ontario Pension Benefits Act and Income Tax Act Registration no 0529610, as amended and restated on September 8, 2004, including amendments to the Plan design effectively January 1, 2000.

30-PROFESSIONAL DEVELOPMENT FUND

- 30.1 Members are eligible for allocations from the professional development fund set aside by the University.
- 30.2 Allocation of funds
(a) A fund of \$1,500 shall be set aside in the annual budget of the library and of each Faculty for the professional development of each Member. If on May 1 of a given fiscal year there is money remaining in a Member's fund, it will be transferred to the next fiscal year, up to a maximum of \$1,500. When money is transferred to the next fiscal year, the maximum a Member will be allowed in that given fiscal year will be \$3,000.
(b) It is the responsibility of the Dean or the Chief Librarian to make the calculations concerning these transfers and to communicate them to Financial Services no later than May 31.
(c) All expenses must be claimed in the same fiscal year in which they are incurred.
(d) For Members whose workload is set between 50% and 100% of a full-time contract, the aforesaid amounts are calculated in proportion to the workload.
- 30.3 The fund may be used only for the following purposes:
(a) attendance at meetings of learned and/or professional societies;
(b) professional development workshops;
(c) subscription fees for scholarly and/or professional journals;
(d) purchase of instructional and research material (e.g., manuals, equipment, supplies, software, books);
(e) membership fees to learned societies and/or professional accrediting associations;
(f) photocopies and faxes;
(g) publication costs;
(h) salaries for assistants;
(i) translation costs;
(j) formation offered by a teaching institution with a view to acquiring a higher mastery of English or French.
- 30.4 Procedure
(a) The Member will make the original disbursement.
(b) Requests for reimbursement must be submitted during the last week of courses during the fall session and/or during the last week of courses during the winter session. A request for reimbursement may also be submitted when a Member has accumulated at least \$400 in expenses.
(c) All claims for reimbursement must be submitted to the Dean or Chief Librarian for approval on the appropriate official forms completed beforehand by the Member along with an official proof of purchase and, if deemed necessary, a brief description of the activities, goods, and services for which expenses were incurred. If the Member is uncertain about the application of Art. 30.3(c), he must consult the Dean or Chief Librarian prior to any purchase.
(d) Members who wish to employ research assistants through this fund must respect the hourly rates as established by the University and assure that a contract (salary, benefits, etc.) be signed between the research assistant and the University.
(e) Members who wish to use their funds in order to attend learned and/or professional meetings must respect stipulations prescribed in Article 31 regarding travelling allowances.
(f) If a reimbursement for equipment (computers and peripherals, other high

technology tools with a value of more than \$300.00) is requested, a T4A (taxable benefit) for income tax purposes will not be issued if the Member acknowledges that the purchased goods will serve entirely for professional purposes and not for personal purposes. Consequently, by his signature the Member acknowledges that the said portion of the purchased goods is the property of Saint Paul University. Should the Member leave the University within a three-year time frame and wish to retain the item, he will reimburse Saint Paul University on a pro rata basis according to the number of years elapsed following the acquisition of the item. The Member who wishes to exercise this option must so advise his Dean or the Chief Librarian at least three months before departure, and before leaving the University must pay Financial Services the amount that Financial Services will have communicated to the Dean or the Chief Librarian.

(g) In the eventuality that Revenue Canada does not accept the exemption of such an expense, that expense would become the responsibility of the Member.

(h) If a Member does not respect the conditions referred to in Art. 30.5(f) above, Financial Services will issue a T4A (taxable benefit) for the acquired item.

(i) In the case of a longer sick leave or a leave without pay, the amount available at the beginning of the leave will be carried over to the moment of return from the leave. If the return from the leave occurs during the following financial year, or again during further following financial years, the dispositions laid out in Art. 30.2(a) apply.

31-TRAVEL ALLOWANCES

- 31.1 A travel allowance is made available to the Members for lodging and travelling expenses incurred by them when travelling on authorized official University business. Authorized trips on behalf of Saint Paul University include the following:
- (a) representation of the University or a Faculty of same at meetings of associations or at a congress;
 - (b) participation in the meeting of an association of which the University or a Faculty of same is a member.
- 31.2 A Member will not be reimbursed for more than two trips per year as a representative or a participant.
- 31.3 Allowances are granted to Members, excluding others who may be travelling with them.
- 31.4 The EC, Dean, or Chief Librarian, as the case may be, must authorize the trip in advance, and the allowances must have been budgeted.
- 31.5 Requests for travelling allowances must be submitted to Financial Services at least one week before the departure.
- 31.6 Upon his return, within seven working days, the recipient of a travelling allowance will submit the University's form, Statement of Travelling Expenses, together with relevant vouchers to the Dean or Chief Librarian. The surplus will be refunded to the person in authority if the allowance previously granted exceeded the expenses; if the allowance was less, the difference will be reimbursed to the Member concerned up to the maximum authorized amount.
- 31.7 Articles 31.4 and 31.5 do not apply to travel expenses taken from the Professional Development Fund.
- 31.8 Authorized rates
- (a) Fares by bus, train, or aeroplane (economy fare): receipt required
 - (b) Automobile at the rate of .47 per kilometre.
 - (c) A moderately priced hotel room: receipt required.
 - (d) Accommodation in a private home: \$30 per day.
 - (e) Meals and incidentals: \$65 per day in North America, 65 euros per day in Europe.

32-REDEPLOYMENT AND TRANSFER

- 32.1 Redeployment of members
- (a) Redeployment is the reassignment of bargaining unit Members from one teaching unit to a different teaching unit or program, which shall only occur as a consequence of program redundancy.
 - (b) Program redundancy is the closure of a program for bona fide academic reasons based on enrollments that have been too low to sustain the program.
 - (c) A teaching program is a course of study recognized and approved by the Senate as fulfillment in whole or in part of a degree.
- 32.2
- (a) Any change to academic programming that would result in the closure of a teaching program or unit for reasons of program redundancy must be approved by the Senate. The Association and all Members in the affected programs or units shall receive at least six months advance notice of any approved closure of teaching units or programs and of the redeployment plans.
 - (b) All tenured Members who are affected by the closure of a teaching unit or program shall be given access to opportunities in another teaching unit.
 - (c) Any proposal to redeploy a Member shall involve the Member and the Association in planning discussions.
 - (d) If a Member who will be redeployed requires retraining or upgrading of skills and qualifications-the employer shall grant an educational leave of a maximum of one year if necessary. During this educational leave, the member shall receive 85% of his full salary, and full benefits..
 - (e) Any Member who is redeployed shall maintain status (tenure or tenure-track), rank, seniority, salary (except 32.2(d)), benefits and all other privileges under the Agreement.
- 32.3 Transfer of member
- Members may voluntarily transfer to another Faculty, subject to the following procedures:
- (a) To initiate a transfer, the Member shall submit a request in writing to the Dean of each Faculty indicating the academic reasons for the advisability of such a transfer. Before the Deans agree to such a transfer, the Member shall meet with both Deans to discuss the merits of such a move in light of existing and future program needs. The Dean of the Faculty into which the transfer is requested consults the FTPC with regards to the transfer. The two Deans submit their recommendation to the Vice-Rector, Academic and Research who then submits to the EC for approval.
 - (b) Any Member who is transferred shall suffer no loss in status, rank, seniority, salary, benefits, or all other privileges under the agreement.
 - (c) Transfers will come into effect on May first of the following year. Terms and conditions of such a transfer shall be set out in a letter of appointment which shall be sent to the Member prior to his transfer.

33-SALARY

- 33.1 Salary increase
- (a) All Members will have their base salary, as of April 30, 2012, increased by 1.0% effective May 1, 2012.
 - (b) All Members will have their base salary, as of April 30, 2013, increased by 1.1% effective May 1, 2013.
 - (c) All Members will have their base salary, as of April 30, 2014, increased by 1.2% effective May 1, 2014.
- 33.2 The maximum and minimum base salary levels shall be raised by 2% each year for three years, beginning 1 May 2012.

- 33.3 The annual progress-through-the-ranks increment shall be as follows:
Year 1: \$2,000
Year 2: \$2,000
Year 3: \$2,000
- 33.4 Salary scales are detailed in Appendix A.

34-TERM AND DURATION

- 34.1 The Collective Agreement takes effect May 1, 2012 and expires on April 30, 2015. The terms of this Agreement shall remain in effect until the renewal Agreement is ratified.

A Memorandum of Settlement between Saint Paul University and the Professors' Association of Saint Paul University

1. The Parties agree that the attached articles form the basis for a tentative Agreement between the Parties.
2. The Parties agree to recommend the attachment terms to their principals for ratification within 30 days.
3. The Parties agree that the terms of the Agreement are effective May 1, 2012 until April 30, 2015.
4. Except where specified, the provisions of the Agreement are effective on the date of ratification.
5. The monetary provisions of Articles 23 and 33 are retroactive to May 1, 2012.
6. The Parties may by agreement extend deadlines within the tentative Agreement where required.

APPENDIX A : Salary levels 2012-2015

Maximum	\$104,130	\$88,612	\$70,920	\$59,845
Minimum	\$69,851	\$60,410	\$52,163	\$44,211
2013-2014	Titulaire/Full	Agrégé/Associate	Adjoint/Assistant	Chargé d'enseignement/ Lecturer
Maximum	\$106,213	\$90,384	\$72,338	\$61,042
Minimum	\$71,248	\$61,618	\$53,206	\$45,095
2014-2015	Titulaire/Full	Agrégé/Associate	Adjoint/Assistant	Chargé d'enseignement/ Lecturer
Maximum	\$108,337	\$92,192	\$73,785	\$62,263
Minimum	\$72,673	\$62,851	\$54,270	\$45,997

2012-2013	Bibliothécaire 3/ Librarian 3	Bibliothécaire 2/ Librarian 2	Bibliothécaire 1/ Librarian 1
Maximum	\$104,130	\$88,612	\$70,920
Minimum	\$69,851	\$60,410	\$52,163
2013-2014	Bibliothécaire 3/ Librarian 3	Bibliothécaire 2/ Librarian 2	Bibliothécaire 1 /Librarian 1
Maximum	\$106,213	\$90,384	\$72,338
Minimum	\$71,248	\$61,618	\$53,206
2014-2015	Bibliothécaire 3/ Librarian 3	Bibliothécaire 2/ Librarian 2	Bibliothécaire 1 / Librarian 1
Maximum	\$108,337	\$92,192	\$73,785
Minimum	\$72,673	\$62,851	\$54,270