

Collective Agreement

Between

The St. Mary's University
Faculty Association

and

The Board of Governors
of St. Mary's University

July 1, 2018 to June 30, 2021

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1 Preamble

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

2 Term of Agreement

- 2.1.1 The Agreement is of three (3) years' duration, from July 1, 2018 to June 30, 2021.

3 Definitions

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

Academic Year: The period from September 1 to August 31 and including the Fall, Winter, and Spring/Summer semesters.

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

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

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

Member: A member of the St. Mary's University Faculty Association, including all Permanent and Adjunct Assistant, Associate, and Full professors; Sessional Members; Director of Library Services; and Laboratory Instructors.

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

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

Sessional Appointment: A temporary, part-time teaching engagement.

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

VPA: Vice-President Academic.

4 Academic Freedom

- 4.1.1 The parties subscribe to the principles of academic freedom and are committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge.
- 4.1.2 In a democratic society, academic freedom in teaching, scholarship, and research is a fundamental value that is essential to the common good.

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

5 Collegial Governance

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

6 Tenure and Tenure Track Appointments

6.1 Preamble

- 6.1.1 The quality of the University is reflected in the excellence of its faculty. St. Mary's University is committed to fostering a diverse workplace within a supportive and respectful environment. Furthermore, St. Mary's University recognizes that the diversity of faculty is essential to its success and an integral component of faculty excellence.
- 6.1.2 The responsibility of initiating continuing faculty appointments is that of the VPA and the appropriate Dean. The Dean conducts a review of the need for the position in consultation with the Members of the relevant academic area and forwards a recommendation to the VPA, stating the academic need or needs the appointment will meet and the desired qualifications and experience required to meet these needs including: areas of expertise, teaching responsibilities, anticipated rank and tenure of the appointment, and anticipated start date.
- 6.1.3 Approval to commence the search and hiring process for all Permanent Member positions must be obtained in writing from the President.
- 6.1.4 When approval to initiate the search is granted by the President, a Search Committee will be struck.

6.2 Composition of the Search Committee

The process of developing recommendations on the appointment of faculty is a peer review process. The guiding objective of a search committee is to attract and appoint the most highly qualified candidates. In its deliberations, the Search Committee shall consider various factors including:

- Academic credentials
- Program fit with the relevant academic unit
- Evidence of positive teaching performance
- Record or clear potential of strong scholarship and
- Understanding and acknowledgement of the Mission, Vision and Values of St. Mary's University

6.2.1 A Search Committee should be struck by Academic Council for each hire. The University recognizes that input from faculty members of the same discipline as that of the anticipated appointment is important. The Search Committee shall be comprised of the following voting members:

- The appropriate Dean who shall chair the committee
- Chair of the Area in which the appointment is being made
- Program Coordinator, if there is one for the program, or one (1) member of the discipline (or a related field if there is not a tenured Permanent Member in that discipline) who holds a tenured appointment at St. Mary's University
- One (1) tenured member of the faculty within St. Mary's University but outside the discipline
- One (1) member of the discipline (or a related field if there is not an available Faculty Member in that discipline) who is currently teaching at St. Mary's University
- With the exception of the Dean, the Area Chair and Program Coordinator, the members of the search committee will be selected by ballot at Academic Council
- The Search Committee composition shall endeavour to reflect the diversity of St. Mary's University faculty

6.2.2 Members of the search committee are responsible for protecting the confidentiality of personal information which they may obtain in the course of the search.

6.2.3 The Human Resources department is responsible for monitoring applications and answering routine questions about the application process.

6.3 Advertising of Tenure-Track Appointments

6.3.1 The advertising of academic vacancies is the method for ensuring that well-qualified candidates are informed of available positions. The Search Committee will develop the job posting with regards to areas of teaching and research specialization and other specific qualifications for the position being advertised. The Chair of the Search Committee will ensure that advertisements contain University approved wording regarding employment equity and immigration regulations in compliance with the Governments of Canada and Alberta, and the institutional profile of St. Mary's University.

6.3.2 The advertising of Tenure and Tenure-Track appointments will be carried out in accordance with the Tenure and Tenure-Track Appointment Process document to be approved at Academic Council.

6.3.3 The draft advertisement shall be submitted for the approval of the VPA before being sent to Human Resources for placement in appropriate media.

6.3.4 All searches shall be made subject to funding and a search may be discontinued by the President on financial grounds at any stage prior to final approval.

- 6.3.5 For all tenure-track appointments, the following steps will be taken to advertise the position:
- The tenure track position will be advertised on the St. Mary's University website
 - This position will also be advertised in either the print or website career services section of University Affairs published by AUCC, and the CAUT Bulletin
 - Where possible, the position shall also be advertised in the appropriate print and/or electronic media of the discipline in which the appointment is being made
 - An announcement of the position will be circulated to the Association of Catholic Colleges and Universities of Canada and placed on the website of the Association of Catholic Colleges and Universities (US)

6.4 The Search Process

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

6.5 Recommendation for Appointment

- 6.5.1 Following the completion of the interview process, the Search Committee will decide which, if any, of the candidates to recommend for appointment, including a rank order of any recommended candidates.
- 6.5.2 The Chair shall forward the recommendations with a recommendation package of the Search Committee to the VPA, who will forward them to the President.
- 6.5.3 The recommendation package will include:
- A detailed statement of the actual search and selection procedure
 - A copy of the advertisement(s) used
 - Documentation on interviewed candidates, including a complete copy of their application dossier
 - An explanation of the rank ordering
 - In cases where any Committee member dissents from the recommendations of the Search Committee, they may provide comments to be attached to the documentation submitted to the President, with a copy distributed to the members of the Search Committee

6.6 Offering of a Contract

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

7 Sessional Appointments

7.1 Overview

- 7.1.1 A sessional appointment is a temporary, part-time teaching engagement. The Parties recognize that the University's mission is often best served by Permanent Members. The Parties also recognize that Sessional Members add diversity, expertise, and practical experience to the University. These instructors are members of the Faculty Association. Sessional Members teach an individual course or courses.

7.2 Sessional Member workload and contracts

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

7.3 Assessment of Performance

- 7.3.1 The performance of a Sessional Member shall be assessed on an annual basis by the Area Chair or Program Coordinator where there is one, or a tenured Permanent Member from the discipline, appointed by the appropriate Dean, using the standard in-class observation process in place at St. Mary's University. In the case of cross-appointments, the Dean will work with both Areas to determine who will conduct the evaluation.
- 7.3.2 At the conclusion of the Academic Year in which the Sessional Member was employed at St. Mary's University and after receipt of course evaluations, the Sessional Member shall meet with the Area Chair or Program Coordinator where there is one to review their performance. The Sessional Member may provide any material relevant to their performance to the Chair prior to this meeting. At the conclusion of the review, the Area Chair or Program Coordinator will forward to the VPA a copy of the in-class observation with a letter, stating whether the Member's performance was satisfactory, unsatisfactory, very good or outstanding, supported by evidence. The VPA will place the correspondence in the Member's file.

7.4 Cancellation of Sessional Member Contracts

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

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

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

- 7.4.3 If a course is cancelled after commencement of the course, the Sessional Member shall be paid \$900.
- 7.4.4 Course cancellation fees shall be waived if the University offers equivalent work at an equivalent rate of pay to replace the cancelled course.

7.5 Right of First Refusal

- 7.5.1 Upon satisfactory completion of contracted work in accordance with Article 7.3, a Sessional Member has the right of first refusal for any contract for which the member is qualified by virtue of having already taught the course successfully at St. Mary's University at least three (3) times.
- 7.5.2 If more than one (1) Sessional Member exercises their right of first refusal to a contract, the VPA, upon recommendation of the appropriate Dean, will offer the contract to the candidate with the better academic qualifications and evaluations.
- 7.5.3 In exceptional circumstances in which time would not allow for the normal appointment procedure required under this Agreement e.g., illness of a member originally scheduled to teach; opening of new sections of course(s); unanticipated commencements of Leave of Absence, etc., the University retains the right to appoint Sessional Members in consultation with the appropriate Dean and Area Chair or Program Coordinator.

7.6 Sessional Multi-semester Contract

- 7.6.1 Certain Sessional Members may be eligible for a Sessional Multi-semester Contract in accordance with this Article.
- 7.6.2 A Sessional Multi-semester Contract is a sessional appointment of one (1) to three (3) academic years.
- 7.6.3 To be eligible a Sessional Member must demonstrate evidence of good teaching (in accordance with Article 7.3) at the University over at least three (3) years, meet all the requirements of the advertised position, and the eligibility requirements set out herein. Such appointment is subject to cancellation provisions set out in clause 7.6.9.
- 7.6.4 A Sessional Multi-semester Contract is compensated at the course stipend rate outlined in the salary grid for a Sessional Member times the number of courses taught. Such appointments do not require duties related to either scholarship or service.
- 7.6.5 In addition to the requirements set out in clause 7.6.3, a Sessional Member who has taught an average of at least four (4) one-term course equivalent courses of three (3) credits each in each of the past three (3) academic years, is eligible to apply for a Sessional Multi-semester Contract.
- 7.6.6 An application for Multi-semester Contract must be submitted to the VPA by March 31 for the following academic year. The appointment will be made by the VPA following consultation with the appropriate Dean and Area Chair(s).
- 7.6.7 A Sessional Multi-semester Contract shall normally consist of a teaching load of four (4) or more courses over the course of an academic year. This load may include a course or courses the member has taught more than once in the prior three (3) academic years and/or; for which the Member has the requisite academic or other qualifications.
- 7.6.8 The Sessional Multi-semester Contract teaching load consists of courses chosen and assigned by the VPA, in consultation with the appropriate Dean and/or Area Chair(s) following consultation with the Member. The courses assigned may be changed from one academic year to the next following consultation with the Member.

- 7.6.9 When a course assigned to a Sessional Multi-semester Contract must be cancelled or reassigned, the member will be notified of the cancellation or reassignment thirty (30) days prior to the first day of class for that course. In cases where a course in a Sessional Multi-semester Contract is cancelled and another course is not assigned, the member will be paid a cancellation fee equivalent to 10% of the stipend for that course.
- 7.6.10 Two (2) consecutive semesters of unsatisfactory performance evaluations in accordance with Article 7.3 may result in cancellation of the Sessional Multi-semester Contract by the VPA.

8 Workload and Responsibilities

8.1 Responsibilities

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

8.2 Workload Streams

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

8.3 Workload stream assignment

- 8.3.1 The workload teaching assignment for the Teaching-Research-Service stream is normally eighteen (18) academic credit hours (six 3 credit courses) per academic year and the workload assignment for the Teaching-Service stream is normally twenty-four (24) academic credit hours (eight 3 credit courses) per academic year.
- 8.3.2 Permanent Members appointed before June 30, 2018 are required to express their workload stream preference prior to October 30, 2018. Permanent Members appointed on or after July 1, 2018 will be hired into one of the two (2) streams.
- 8.3.3 Permanent Members hired on or before June 30, 2018 will be assigned to a workload stream by the VPA following consultation with the Member and Area Chair. Workload stream assignment will be based primarily on the individual Member's preference and their career aspirations, but will be informed by their past research and teaching performance.

8.4 Changing workload streams

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

8.5 Assignment of teaching workload

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

8.6 Course timetabling

- 8.6.1 Timetable planning will ensure that the principles of transparency, fairness and equity are respected.
- 8.6.2 The University and the Faculty Association agree that small class sizes and low teacher-student ratios are central to the educational mission and identity of St. Mary's University.
- 8.6.3 In the timetabling of courses with multiple sections, the same procedures with respect to the opening of additional sections and wait-listing of students will be used for all courses.
- 8.6.4 Enrolment caps on individual courses will be set during the timetabling process, with consideration given to pedagogy, supported by evidence, and budgetary constraints.

- 8.6.5 All reasonable efforts should be made to ensure that very early and very late class times are equitably distributed between all faculty.
- 8.6.6 Timetable planning is led by the VPA, Dean(s) and the Registrar's Office. Area Chairs will be consulted throughout the process and are responsible for communicating any scheduling requirements and preferences to the VPA and/or Dean.
- 8.6.7 Permanent Members shall be available to teach between the hours of 8:30 a.m. and 5:30 p.m., Monday through Friday, from September through April.
- 8.6.8 Permanent Members will not be required to teach weekends or evenings except by agreement of the Member.
- 8.6.9 Permanent Members will have a break of at least fourteen (14) hours between the end of the last class of one (1) day and the start of the first class on the following day.
- 8.6.10 For the fall and winter semesters, Members in the Teaching-Research-Service Workload stream shall normally have one (1) day per week free of teaching responsibilities. Exceptions to this shall not occur for more than two (2) consecutive terms without the express consent of the affected Member, who is encouraged to consult with their Area Chair and the Faculty Association President when making this decision.
- 8.6.11 A Permanent Member is entitled to one (1) non-teaching term in each academic year. This term will normally be the spring/summer term.
- 8.6.12 A Permanent Member may, on a voluntary basis, choose to teach in all three (3) terms.

8.7 Course release for administrative work

- 8.7.1 The VPA, after consultation with the appropriate Dean and the Chair, will determine the work assignment of Area Chairs and Program Coordinators.
- 8.7.2 The VPA, after consultation with the Director of Research, will determine the work assignment of the Director of Research.
- 8.7.3 The teaching workload of Area Chairs shall be reduced by a minimum of one (1) course (3 academic credit hours) in each of the Fall and Winter semesters.
- 8.7.4 The teaching workload of Program Coordinators shall be reduced by a minimum of one (1) course (3 academic credit hours) per academic year for programs with fewer than 150 students and by a minimum of two (2) courses (6 academic credit hours) per academic year for programs with greater than 150 students.
- 8.7.5 The teaching workload of the Director of Research shall be reduced by a minimum of one (1) course (3 academic credit hours) per academic year.
- 8.7.6 The President of the Faculty Association will be eligible for one (1) course release (3 academic credit hours) per academic year. The cost to hire a Sessional Member to teach the released course shall be shared 50:50 between the Faculty Association and the University.
- 8.7.7 In academic years in which the Faculty Association is engaged in Collective Bargaining, the teaching workload of the elected Chief Negotiator for the Faculty Association shall be reduced by a maximum of one (1) course (3 academic credit hours) per round of collective bargaining.

8.8 Course release for research

- 8.8.1 A Member who receives research grant funding equal to or in excess of \$30,000 expendable in any one (1) year may apply to the appropriate Dean for a reduction in teaching workload normally not exceeding one (1) course (3 academic credit hours) release per year.

- 8.8.2 A Member who receives research grant funding equal to or in excess of \$15,000 and less than \$30,000 expendable in any one (1) year may buy out teaching responsibilities, by accepting a reduction in salary equivalent to Step 5 on the PhD Sessional Member salary grid. A Member normally may not buy out more than one (1) course (3 academic credit hours) in any academic year.

8.9 Overload teaching

- 8.9.1 Members are not required to teach overload.
- 8.9.2 A Member may, on a voluntary basis, request to teach an additional course during the academic year on an overload basis.
- 8.9.3 Permanent Members teaching an overload will be remunerated at the stipend rate paid to Sessional Members, or may elect to bank the overload course as per Article 8.10.
- 8.9.4 Members are ineligible to teach overload if they have been provided a course release for research or administrative work or who are not yet tenured.
- 8.9.5 In any one (1) academic year, a member's overload teaching shall not exceed two (2) courses (6 academic credit hours).

8.10 Course banking

- 8.10.1 A course taught on overload, without remuneration, may be banked to fulfill future teaching load requirements. This system of course banking will allow Members to plan an academic term with reduced teaching responsibilities by fulfilling their usual annual teaching duties with a banked course.
- 8.10.2 Each Member may bank a maximum of two (2) courses at any given time.
- 8.10.3 A banked course must be used within one (1) year. If a banked course is not used within one (1) year, the Member shall be paid the stipend rate in place at the time the course was banked.
- 8.10.4 In the event that the member leaves their employment due to retirement, resignation, death or dismissal, the member shall be entitled to remuneration for any banked courses.

8.11 Underload teaching

- 8.11.1 In exceptional circumstances, temporary enrolment fluctuations may make a standard teaching load impossible. If this occurs, any banked courses will be applied to compensate for the underload. If the Member has no banked courses, they will either teach an additional course, without remuneration, within the next academic year or have a greater service workload in the year of underload.

8.12 Governance, Administration and Service workload

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

8.13 Unpaid professional activities

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

8.14 Paid Outside Employment

- 8.14.1 A member may engage in paid outside professional activity or act in a paid consulting or advisory capacity to public or private clients, subject to the following:
- 8.14.1.1 Such professional activity shall not conflict or interfere with the fulfillment of -their duties and responsibilities to the University as provided in this Agreement;
- 8.14.1.2 Outside employment by a Permanent Member that involves more than sixteen (16) hours per month between the hours of 8 am and 5 pm on business days, excluding the member's vacation time, requires prior approval of the VPA. Before coming to a decision, the VPA shall seek the advice of the appropriate Dean, who shall first consult the member's Area Chair for advice on the potential impact of the outside employment on the academic unit and shall consider the relationship of the proposed employment to the member's area of specialization or expertise at St. Mary's University.
- 8.14.1.3 A member shall not use resources of the University in conducting outside employment activities without prior approval of the appropriate Dean. The use of such resources, if approved, shall be on a cost recovery basis.

9 Annual Reviews

- 9.1.1 St. Mary's University and the Faculty Association agree that Annual Reviews are a valuable means of advancing the University's educational goals and supporting the professional development of its Members in an open and collaborative environment. The formative assessment provided by the Annual Review (AR) should seek to enhance the teaching, research, learning and competency development of the Member. Most importantly, for pre-tenured Members, the AR should assess, mentor and support the member's progress towards their application for tenure and/or promotion.
- 9.1.2 With this in mind, Permanent Members shall submit an AR report by the last working day of May of each year to the appropriate Dean. The AR shall include a summary of academic activities during the year including publications, peer review of teaching, research in progress, completed research, conference participation, teaching performance (must include evidence of consideration of course student evaluations) and University governance and service including participation on committees and other related activities.
- 9.1.3 Within sixty (60) days of receipt of the AR report, and in consultation with the Area Chair and/or Program Coordinator, the Dean will meet with each Permanent Member to review the report, provide constructive feedback and discuss important pertinent dates, contract renewal, tenure, promotion, sabbatical, etc. Additionally, the final reviewed AR will provide a record of agreed upon performance objectives, professional development needs and support requirements, including those that will be provided by the University.

- 9.1.4 An Annual Review template can be found in Staff (StMU) S: drive in the Faculty folder. A review of the annual AR template will be conducted by the University and Faculty Association every three (3) years. Revisions will be made in consultation with faculty and the Dean or their representative.

10 Salary

10.1 Collection of Faculty Association Dues

- 10.1.1 St. Mary's University will collect, and forward to the Faculty Association, dues on behalf of the Faculty Association.
- 10.1.2 Faculty Association dues shall be deducted from each pay for all Members.
- 10.1.3 For Members holding administrative positions, dues are calculated on the portion of their salary related to their teaching duties.
- 10.1.4 The Faculty Association shall advise the University in writing of the amount of its regular monthly dues. The amount so specified shall continue to be the amount of the Faculty Association's regular monthly dues and shall continue to be the amount to be deducted until changed by further written notice to the University from the President of the Faculty Association. Such notice shall not be less than sixty (60) days, after which the change will be in effect.
- 10.1.5 The Faculty Association will communicate any fee changes directly to the membership. Dues may be changed at any time by the Faculty Association to reflect changes in the CAUT rates or, with a majority vote at a General Meeting of the Faculty Association, other necessary Faculty Association expenses.

10.2 Salary of Permanent Members

- 10.2.1 Members shall be paid according to the St. Mary's University salary grid in effect for the current academic year as per Appendix A.
- 10.2.2 Placement on the salary grid:
- 10.2.2.1 Upon hire, Members will be placed on Step 1 of the grid appropriate to their rank.
- 10.2.2.2 Placement upon hire at a Step higher than 1 may only be negotiated on the basis of previous teaching or other relevant professional experience. The Letter of Appointment must specify the initial step placement of the member.
- 10.2.2.3 Members shall move up one (1) step on the salary grid every July 1, until such time that they reach the top of the grid. In the event that a member reaches the maximum at their current rank, increases will only be awarded if there is a grid adjustment.
- 10.2.2.4 For Members already employed at St. Mary's University as of June 30, 2018, placement on the salary grid shall be determined as follows:
- a) One (1) year of tenure or tenure track employment at St. Mary's University equals movement up one (1) step on the salary grid.
 - b) Step number shall be equal to step number upon hiring plus the number of years at current rank, or, if the member has been promoted, the step number the member was placed on in the new rank plus the number of years at current rank.

- 10.2.3 Grid Transfer on Promotion
 - 10.2.3.1 Upon promotion, generally occurring on July 1, the member shall be transferred to the grid at their new rank as follows:
 - a) Step increase will be awarded at rank held on June 30.
 - b) Member will be transferred to a step on the salary grid for their new rank that is equal to or higher than the member's June 30 salary.
- 10.2.4 Step increases may be awarded on a prorated basis, if necessary, if a member was granted unpaid leaves of absences during the preceding year that are not eligible for advancement through the grid.
- 10.2.5 Members who supervise students in practicum placement as overload shall be paid a practicum fee of \$325.00 per student in Year 1 of this Agreement, and a fee of \$350.00 in Years 2 and 3 of this Agreement, except for the 1st year Bachelor of Education observation practicum which will be paid at \$175.00 per student.
- 10.2.6 Members who are assigned to directed study courses shall be paid at a rate of \$325.00 per student in Year 1 of this Agreement, and a fee of \$350.00 in Years 2 and 3 of this Agreement.
- 10.2.7 Overload teaching of labs and tutorials by permanent faculty shall be converted to credit hours using the lecture/lab/tutorial conversions in clause 8.5.2 and be compensated at the appropriate course stipend rate.

10.3 Salary of Sessional Members

- 10.3.1 Sessional Members shall be paid according to the St. Mary's University Sessional Member Salary Grid in Appendix B.
- 10.3.2 Advancement by one (1) step of the grid will occur after a Sessional Member has instructed eight (8) courses at St. Mary's University.
- 10.3.3 Experience as a Faculty Member at St. Mary's University prior to July 1, 2018 shall be considered when determining initial step placement.

10.4 Salary of Sessional Lab and Tutorial Members

- 10.4.1 Sessional Members who teach a lab shall be paid \$712.00 per credit hour.
- 10.4.2 Sessional Members who teach a tutorial shall be paid \$628.00 per credit hour.

10.5 Salary Grid Adjustment

- 10.5.1 The Parties agree that the salary grids for 2019/20 and 2020/21 shall be adjusted by any cost of living (COL) amount awarded to Faculty at the University of Calgary for that year, not to exceed an adjustment of 1%.

11 Professional Development Funds for Members

- 11.1.1 The University will provide an annual professional development fund for faculty as follows:
 - 11.1.1.1 Each July 1, the sum of \$2200.00 will be placed in the Professional Development Fund and reserved for the sole use of each Permanent Member.
 - 11.1.1.2 The fiscal year for all University professional development funding runs from July 1 to June 30. Members can access their allocation at any time until May 1, after which unused funds will be administered by the Professional Development Committee as per Article 11.3.

- 11.1.1.3 University professional development funding is intended to offset the costs associated with activities that will assist Members to pursue their research, improve their professional skills and/or develop their teaching as described in clause 11.2.1 below.

11.2 Professional Development Fund Allocation

- 11.2.1 The fund provides each Permanent Member a sum annually to support Member's professional development. At their discretion, each member may use their fund allocation for:
 - 11.2.1.1 Participation in activities which enhance the member's profile and allow for participation in the member's scholarly, research, and teaching communities. These activities include, but are not limited to, making a formal presentation at an academic conference, conducting archival, field or lab research, or hiring assistants to help with archival, field or lab research, performing executive duties as part of a recognized scholarly association, serving as chair, speaker or respondent at an academic conference and/or attending an academic conference, workshop, seminar or other academic program or meeting.
 - 11.2.1.2 Items such as, but not limited to, books, journals/periodicals, professional memberships, computer software and hardware and/or audio-video materials.
- 11.2.2 Members access this allocation by completing the Professional Development Fund Reimbursement Form and submitting the completed form, along with all receipts, to Finance.
- 11.2.3 All non-consumable items purchased with monies from this fund remain the property of St. Mary's University.
- 11.2.4 Any unexpended monies remaining in the Professional Development Fund at the end of the Professional Development fiscal year will be used for Supplementary Professional Development Fund Allocation, as in Article 11.3.

11.3 Supplementary Professional Development Fund Allocation

- 11.3.1 Supplementary allocations of Professional Development Funds may be considered if there are any unallocated monies remaining in the Professional Development Fund after May 1.
- 11.3.2 The monies in this fund will include any carry-over amounts from previous Professional Development years.
- 11.3.3 Members access this fund by completing the Supplementary Professional Development Fund Application Form and submitting the completed form, along with specific details about the activity for which the member is seeking support, to the chair of the Professional Development Committee. The Professional Development Committee shall consist of up to five (5) members nominated by Academic Council, including at least one (1) member from each of the three (3) academic Areas and from the Education program.
- 11.3.4 The Professional Development Committee will meet after May 1, but before the end of the Professional Development fiscal year, to consider supplementary allocations from these pooled funds to qualified Permanent and Sessional Members whose expenses are in excess of their initial allocations, and other Sessional Members who wish to apply.
- 11.3.5 The Professional Development Committee will assess the application and inform the applicant of any funds awarded. A notice of the award also will be forwarded to the Finance Office.
- 11.3.6 Normally within thirty (30) days of the completion of the approved activity, Members must submit a Supplementary Professional Development Fund Reimbursement Form, together with all applicable receipts, to the Finance Office.
- 11.3.7 Any funds remaining in the Professional Development Fund at the end of the Professional Development Year will be carried over to the following year.

12 Promotion and Tenure

12.1 Tenure

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

12.2 Descriptions of Rank

Assistant Professor:

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

Associate Professor:

A person appointed at this rank shall possess an academic doctoral degree and normally have had a minimum of five (5) years teaching experience at the University level and have met all of the criteria outlined in clause 12.4.2.

Full Professor:

A person appointed at this rank shall possess an academic doctoral degree and normally have had a minimum of five (5) years teaching experience at the Associate rank and have met all the criteria outlined in clause 12.4.3.

12.3 Categories of Evaluation

12.3.1 Teaching:

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

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

- A personal statement of teaching philosophy
- Course outlines, assignments, exams, together with grading criteria, and other material distributed in courses
- In-class teaching reviews by colleagues
- Student evaluations for the previous three (3) years
- Demonstrable responsiveness to student concerns as expressed in written evaluations
- Reflections on one's teaching and evaluations, and reviews of it, and future teaching goals and professional development plans and activities
- A list of teaching awards, grants, and honours
- Publications, conference presentations, workshops, or seminars on teaching the candidate has presented or attended

12.3.2 Research and Scholarly Activity:

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

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

Publications

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

Other Scholarly and Professional Activities:

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

12.3.3 Service:

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

- Collegial responsibilities including attendance at and contributions to Area meetings Academic Council, strategic planning, and Open Houses
- Administrative responsibilities, including service as Area Chair, the Director of Research, or Program Coordinator
- Membership on University committees, indicating any terms as a committee Chair
- Membership on ad hoc committees

- Program development
- Faculty Association responsibilities, including service on the Executive, ad hoc committees, and involvement in collective bargaining
- Community service, insofar as the activities entail application of expertise associated with the candidate's position in the University
- Service to academic and/or professional organizations, service on the committees or executives of academic or professional organizations; service on selection committees for provincial, national or international granting organizations; organization of conferences, and service on the editorial board for academic, professional or scientific journals
- A member's participation in University events shall be considered service, but will be given less weight than other criteria

12.4 Criteria for Promotion and Tenure

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

12.4.1 Tenure

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

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

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

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

Criteria for Members in the Teaching-Service workload stream:

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

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

12.4.2 Promotion to the Rank of Associate Professor

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

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

Criteria for Members in the Teaching-Service workload stream:

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

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

12.4.3 Promotion to the Rank of Full Professor

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

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

Criteria for Members in the Teaching-Service workload stream:

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

12.5 Application process

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

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

- 12.5.2 Candidates applying for Tenure will be evaluated using the policy in place at the time of the candidate's initial appointment.
- 12.5.3 Members will be informed in writing by the appropriate Dean by May 1 of their fourth (4th) year of employment of the requirement to apply for tenure, as well as the application process.
- 12.5.4 A Member who takes a non-sabbatical leave for a substantial period of time during their probationary employment at St. Mary's University may apply to the appropriate Dean to delay their tenure application one (1) additional year. The Dean will make the final determination on this matter and communicate the reasons for their decision, in writing, to the candidate. Such a delay shall not enter into nor influence the deliberations of the Promotion and Tenure Committee.
- 12.5.5 Members wishing to apply for promotion must notify the appropriate Dean, in writing, by July 1.
- 12.5.6 Permanent Members applying for tenure may also apply for promotion at the same time, or apply for only tenure. A letter accompanying the application should clearly state this preference.
- 12.5.7 Permanent Members applying for tenure or promotion must supply the names and contact information of four (4) or more external referees, capable of assessing their application without bias. The candidate may rank the recommended referees in terms of relevance, but the Promotion and Tenure committee may contact anyone on the list, regardless of their rank order. Candidates shall not contact these referees for information about the matter at any point of the process or after the process.
- 12.5.8 Members applying for tenure and/or promotion must submit a complete tenure and/or promotion case file containing all relevant information detailed in Article 12.3 of this document and organized in such a way that the criteria for tenure and/or promotion, as described in Article 12.4, can be easily assessed.
- 12.5.9 The case file must be submitted to the appropriate Dean by September 1 of the fifth (5th) year of employment. The candidate is encouraged to meet with their Dean prior to this date to ensure their case file is complete.
- 12.5.10 The effective date for the awarding of tenure and/or promotion is July 1.

12.6 Promotion and Tenure Committee

- 12.6.1 One (1) Promotion and Tenure committee for each Area in which a candidate has applied for promotion or tenure shall be struck by Academic Council at its first meeting of the Fall semester. The committee is to be chaired by the appropriate Dean and include a minimum of three (3) and not more than five (5) other tenured St. Mary's University Faculty Members. At least two (2) members of the committee should be from the Area or discipline of the candidate.
 - 12.6.1.1 Candidates for Promotion and/or Tenure who are concerned a member of the Promotion and Tenure committee may have negative bias or conflict of interest may apply to the VPA to have the member removed from the committee. Such a request must be accompanied by clear reasons for the concerns. These concerns will be kept in confidence. The decision to remove or retain a member from the committee will be made by the VPA and the reasons for the decision communicated, in writing, to the candidate.
- 12.6.2 The Dean shall be permitted a vote only in the case of a tie.

- 12.6.3 In considering applications for tenure, the committee is permitted to consider limitations imposed on the candidate's available time for research, such as extensive course or program development, or other responsibilities assigned by the University, that would not be expected to continue to impact their future research or teaching productivity.
- 12.6.4 The committee may invite the candidate to appear before them to clarify any aspect of the candidate's application or to answer any questions the committee may have. Such a request will be communicated to the candidate by the Dean.
- 12.6.5 The promotion and tenure committee shall reach a decision by December 1.
- 12.6.6 By majority vote, the committee will make one of the following recommendations:
- The candidate meets the requirements for tenure and promotion
 - The candidate meets the requirements for tenure only
 - The candidate does not meet the requirements for tenure
 - For a Permanent Member, the candidate meets the requirements for promotion
 - For a Permanent Member, the candidate does not meet the requirements for promotion
- 12.6.7 The written recommendation will be drafted by the Dean and shared with the committee for input prior to being forwarded to the VPA. The letter will include detailed and sufficient reasons for the recommendation.
- 12.6.8 The VPA shall forward the recommendation letter to the President and, at the same time, send a copy of the letter to the candidate.
- 12.6.9 A decision not to grant promotion shall not prejudice the Committee in its decision on granting tenure.
- 12.6.10 Candidates for tenure and/or promotion shall be informed in writing by the President of the outcome of their application following ratification by the Board of Governors. The University will make reasonable effort to ensure ratification by February 15.
- 12.6.11 All promotion and tenure deliberations are to be held in the highest confidence, both during and after the process.

12.7 Guidelines for external referees

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

12.8 Denial of Tenure

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

12.9 Appeal Process

- 12.9.1 Upon receiving formal written notice from the President of a denial of tenure or a denial of promotion, the affected Member may file a written appeal to the VPA within twenty (20) working days of receiving formal written notice.
- 12.9.2 Decisions of the Promotion and Tenure Committee may only be appealed on procedural grounds or when there is reasonable evidence of bias. The appeal letter should clearly indicate the grounds for appeal and the associated evidence.
- 12.9.3 In the event of an appeal, an Appeals Committee shall be struck by Academic Council in the next meeting of council or by email vote within thirty (30) working days of receipt of the appeal.
- 12.9.4 The Appeals Committee shall be chaired by the VPA, who shall have no vote, and consist of three (3) tenured Members who did not serve on the Promotion and Tenure Committee. All members of the committee must be from different Areas.
- 12.9.5 The Appeals Committee shall meet to consider the appeal within ten (10) working days of being struck.
- 12.9.6 The Appeals Committee may make one of the following judgements:
 - 12.9.6.1 To uphold the decision of the Promotion and Tenure Committee
 - 12.9.6.2 To overturn the decision of the Promotion and Tenure Committee and recommend to the President that the candidate be granted tenure and/or promotion.
- 12.9.7 Decisions of the President on the recommendation of the Appeals Committee shall be final, subject to the Grievance provisions of Section 15.

13 Sabbatical Leave

13.1 General Principles

- 13.1.1 The Parties agree that paid leaves of absence for Permanent Members is a benefit to the University.
- 13.1.2 Sabbatical leave is intended to enable individuals to further their scholarship, research and/or instructional capacity through research and/or creative production and/or to acquire relevant experience in areas related to their specialization, with the objective of advancing their professional development and the Mission of the Area and/or University.
- 13.1.3 It is the intention of the University to support in every way possible the sabbatical leave policy stated in this document.

13.2 Duration

- 13.2.1 Permanent Members who have accrued six (6) sabbatical credits are eligible for a full-year Sabbatical Leave. Such leave will normally be for a twelve (12) month period from July 1 through June 30 or from January 1 through December 31.
- 13.2.2 Permanent Members who have accrued three (3) sabbatical credits are eligible for a half-year Sabbatical Leave. Such leave will normally be for a six (6) month period from January 1 through June 30 or from July 1 through December 31.

13.3 Qualifying service

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

- 13.3.2 Members who were appointed directly from a position at another University may be granted a maximum of three (3) sabbatical credits for service at the other University. Any such credits must be agreed upon at the time of appointment and must be stated in the Letter of Appointment.
- 13.3.3 Sabbatical credits do not accrue while the Member is on Sabbatical.
- 13.3.4 Members who have been given course release for administrative duties will accrue sabbatical credits at the normal rate of one (1) per year.
- 13.3.5 Overload teaching does not result in the accrual of additional sabbatical credits.
- 13.3.6 Members who elect not to apply for sabbatical, other than as stipulated in clause 13.8.4, shall not accrue more than six (6) sabbatical credits.
- 13.3.7 If a Member chooses a half-year sabbatical at a reduced salary, but who has accrued more than the required three (3) sabbatical credits, the maximum number of credits which may be carried forward for a future sabbatical is three (3).

13.4 Financial considerations

- 13.4.1 During each academic year, the University will budget for up to two (2) full-year sabbaticals, and one (1) half-year sabbatical.
- 13.4.2 Members on sabbatical shall be paid in accordance with the following table:

Salary while on Sabbatical Leave for Sabbaticals beginning between July 1, 2018 and June 30, 2019.		
Sabbatical credits	Length of Sabbatical Leave	Salary provided during Sabbatical Leave
Three (3)	Half-year	80% of Member's salary
Six (6)	Full-year	80% of Member's salary
Six (6)	Half year	100% of Member's salary

Salary while on Sabbatical Leave for Sabbaticals beginning between July 1, 2019 and June 30, 2020.		
Sabbatical credits	Length of Sabbatical Leave	Salary provided during Sabbatical Leave
Three (3)	Half-year	80% of Member's salary
Six (6)	Full-year	80% of Member's salary
Six (6)	Half year	100% of Member's salary

Salary while on Sabbatical Leave for Sabbaticals beginning between July 1, 2020 and June 30, 2021.		
Sabbatical credits	Length of Sabbatical Leave	Salary provided during Sabbatical Leave
Three (3)	Half-year	85% of Member's salary
Six (6)	Full-year	85% of Member's salary
Six (6)	Half year	100% of Member's salary

- 13.4.3 Academic status and benefits will be maintained, and Members will advance through the salary grid as normal, while a Member is on Sabbatical Leave.
- 13.4.4 Members will be eligible for annual professional developmental funds as well as faculty research and teaching grants while on Sabbatical Leave.

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

13.5 Conditions while on Sabbatical

- 13.5.1 While on Sabbatical Leave, Members are expected to engage in project(s) that will be of mutual benefit to both themselves and St. Mary's University. Such work may include research, scholarly or creative work, or work designed to advance teaching effectiveness or professional practice. Acceptable projects may encompass one or more of the following areas, but are not limited to:
- Research, scholarly activity and/or artistic creation
 - A course of study on teaching or a teaching-related matter
 - A professional and industry/career-related project
 - Curricular design, redesign, and development that has significant impact at the institutional level
 - Scholarship of teaching and learning, shares established criteria of scholarship in general such that it can be made public, can be reviewed critically by members of the appropriate community, and can be built upon by others to advance the field
- 13.5.2 Teaching at another Institution is allowed in cases where this activity is approved as part of the application process.
- 13.5.3 While on Sabbatical Leave a Member is released from all teaching and service-related duties. However, the Member may, at their sole discretion, participate in committee, departmental, and administrative business as long as voluntary service does not interfere with the completion of the sabbatical project.
- 13.5.4 A member on Sabbatical Leave is not required to leave the University during the period of leave, and shall be entitled to use University facilities, including their office space.
- 13.5.5 A Member on Sabbatical Leave may, in consultation with and approval from the appropriate Dean and Area Chair, supervise undergraduate students (e.g., honours/capstone students), conducting research projects related to their sabbatical project, as long as supervision does not interfere with the completion of the sabbatical project.

13.6 Application process

- 13.6.1 The appropriate Dean will inform, in writing, Members of their eligibility to apply for a Sabbatical Leave by April 30 of the academic year preceding the academic year in which they are eligible to apply for a half or full Sabbatical Leave. If this does not occur and as a result the Member does not apply for sabbatical, the Member shall continue to accrue sabbatical credits at the normal rate, even if this exceeds the standard maximum detailed in clause 13.3.6.
- 13.6.2 Applicants must submit an application to the Dean and to their Area Chair by September 1 of the academic year preceding the academic year of the leave. Applicants must give written notice of their intent to apply for sabbatical by June 1 of the year of application.
- 13.6.3 A complete application will include:
- The dates of the Sabbatical Leave requested
 - A detailed description of the proposed sabbatical project
 - A discussion of the merit of the proposed project for the University and for the applicant's professional development

- Indication of any publishable or otherwise distributable results expected
 - Indication of any external funding for which application is being made
 - A copy of the most recent post-sabbatical report, where applicable
- 13.6.4 Each application will be evaluated by the Sabbatical Leave Committee according to the following criteria:
- The intrinsic merit of the proposed project
 - The qualifications of the applicant to handle the project
 - How the proposed project will enhance the applicant's professional development
 - The proposed project's benefit to the University
 - The outcomes of previous sabbaticals (based on the post-sabbatical reports), where applicable
- 13.6.5 The Sabbatical Leave committee will be struck by Academic Council at its first meeting of the Fall semester. The committee will be co-chaired by the Deans and consist of three (3) or five (5) tenured St. Mary's University Faculty Members. Each applicant should have at least one (1) representative from their Area or discipline on the committee.
- 13.6.6 The Deans shall not vote.
- 13.6.7 If there are more acceptable applications than can be funded in a year, they shall be ranked in terms of overall quality by the Sabbatical Leave Committee.
- 13.6.8 If the committee has questions regarding an application, or if the committee has concerns regarding the merit of an application, the applicant will be offered the opportunity to appear before the committee to address these questions and concerns.
- 13.6.9 Written recommendations, including clear and detailed reasons for the Committee's decision, on sabbatical applications will be provided to the VPA by October 15. These recommendations shall take the form of:
- Approve, including rank order where the number of meritorious applications requires such ranking, or
 - Deny
- 13.6.10 The VPA, for administrative or budgetary reasons, may elect to defer an approved sabbatical. In this case, the VPA must provide, in writing, a clear reason for the deferral.
- 13.6.11 After consultation with the Area Chairs and the Dean, the VPA shall inform Sabbatical candidates of the result of their application by November 15, including the written explanation of the Committee and, if necessary, the rationale behind a sabbatical deferred for administrative or budgetary reasons.

13.7 Denial of sabbatical

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

13.8 Deferrals and cancellations

- 13.8.1 An approved sabbatical request may be deferred for administrative or budgetary reasons, or by the request of the applicant.
- 13.8.2 Members whose approved sabbatical has been deferred for administrative or budgetary reasons shall accrue one (1) sabbatical credit for each year of the deferral that may be used towards future sabbaticals, even if this exceeds the standard maximum detailed in clause 13.3.6.
- 13.8.3 Members whose approved sabbatical has been deferred for administrative or budgetary reasons will be automatically approved for sabbatical the following year, provided the primary sabbatical project has not changed. If the sabbatical project has changed significantly the applicant must re-apply for sabbatical.
- 13.8.4 If known administrative or budgetary constraints exist, a Member may elect, in consultation with the appropriate Dean and Area Chair, to defer their formal application for sabbatical so as to avoid wasting time preparing an application that would be reasonably expected to be deferred for administrative or budgetary reasons. In this case, the Member shall accrue one (1) sabbatical credit for each year of the deferral that may be used towards future sabbaticals, even if this exceeds the standard maximum detailed in clause 13.3.6.
- 13.8.4.1 It is the Member's obligation to initiate a formal application for sabbatical leave once the period of administrative or budgetary constraint has passed. Failure to do so will not result in the accrual of any additional sabbatical credit.
- 13.8.5 A Member facing unanticipated circumstances may elect to defer an approved sabbatical for up to one (1) year. A request to do so must be made to the Dean normally no later than three (3) months prior to the proposed commencement date of the original leave. During the period of deferral the Member shall accrue one (1) sabbatical credit for the year of the deferral that may be used towards future sabbaticals, even if this exceeds the standard maximum detailed in clause 13.3.6.
- 13.8.6 A Member who becomes ill, injured, or pregnant while on Sabbatical Leave may elect to defer the remaining leave until such time as they are able to resume their work. The timing of the resumption of the deferred portion of the leave shall be determined in consultation with the Dean, but shall not normally be deferred for more than six (6) months past the date on which the Member resumes regular work. In cases such as this the Member shall accrue sabbatical credits as per Article 13.3.

13.9 Post-Sabbatical Report

- 13.9.1 Within three (3) months of the completion of the Sabbatical Leave the Member will submit a written report to the appropriate Dean. The report will include the following information, as anticipated in the application:
- Dates and locations of sabbatical study
 - Description of the project worked on
 - A discussion of the merit of the proposed project for the University and for the applicant's professional development.
 - Indication of tangible results achieved or anticipated
 - Summary of external funding received
 - A current curriculum vitae
- 13.9.2 Sabbaticants are encouraged to present at a faculty colloquium in the year following the end of their Sabbatical Leaves.

14 Leave

14.1 Overview

- 14.1.1 Leaves of absence from work include the following:
- Maternity leave
 - Parental, including adoption leave
 - Vacation leave
 - Casual Illness Leave
 - Disability Leave (short term and long term)
 - Political leave
 - Urgent Family Leave
 - Leave for Compassionate Reasons
 - Bereavement Leave
 - Military leave
 - Court leave
- 14.1.2 Maternity leave, parental (including adoption leave), disability leave, political leave, military leave and court leave may, at the discretion of the member, extend their term of appointment and/or tenure timeline.
- 14.1.3 Leave does not entail any loss of rank or appointment status.
- 14.1.4 The payment of salary or assistance during leave periods shall be consistent with the University's pay cycle unless an exception is specifically provided for in this Agreement.
- 14.1.5 Entitlement to benefits during periods of leave is determined by the regulations governing the various benefit policies and/or plans.
- 14.1.6 Members on leave with pay are entitled to benefits, including professional development fund reimbursement, and where applicable, the University's contribution toward premium costs.
- 14.1.7 Members on unpaid leaves may participate in most benefit plans provided that they assume responsibility for the employee and employer premium costs.
- 14.1.8 Where a Member is entitled to resume work after an approved leave, the University will reinstate the member in the position occupied when the leave started or provide the member with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the member when the leave started.

14.2 Maternity leave

- 14.2.1 To be entitled to job-protected maternity leave, a member must have been employed for at least ninety (90) days at St. Mary's University.
- 14.2.2 An eligible female Member shall be granted maternity leave for a consecutive period up to sixteen (16) weeks around the birth of the baby.
- 14.2.3 Maternity leave is a combination of health-related and voluntary leave. The six (6) weeks immediately following the date of delivery is considered the health-related portion of the maternity leave; the rest of the maternity leave is voluntary leave.
- 14.2.4 A Member who takes maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless by mutual consent with the University and upon provision of a medical certificate certifying that resumption of work will not endanger their health.

- 14.2.5 The Member must provide their Area Chair, appropriate Dean and Human Resources at least six (6) weeks written notice indicating when they intend to start leave. The Member must also provide their Area Chair and Dean at least four (4) weeks written notice before they return to work or if they choose to not return to work after their leave ends.
- 14.2.6 During Maternity leave, the Member may maintain benefit coverage by paying 100% of the employee and employer premium costs for the benefits they choose to keep.
- 14.2.7 The University's Supplemental Unemployment Benefits (SUB Plan) is available only to Permanent Members who have fifty-two (52) weeks of consecutive service at the University prior to the maternity leave, who have given birth, and who can prove that they have applied for and are in receipt of Employment Insurance benefits.
 - 14.2.7.1 The University will top up EI benefits for an eight (8) week period. The top up benefit, when added to Employment Insurance maternity benefits, provides for 95% of normal earnings during the eligible period.
 - 14.2.7.2 If the maternity disability continues beyond the eight (8) week period, SUB Plan benefits may be extended to a maximum of sixteen (16) weeks based on satisfactory medical evidence by a physician indicating disability due to pregnancy or delivery beyond the standard eight (8) week period.
 - 14.2.7.3 Payments made under the SUB Plan will be made by direct deposit to the Member's bank account on the regularly scheduled payroll dates (semi-monthly).
 - 14.2.7.4 The University will continue the regular cost sharing benefits arrangement during the period the Member is receiving SUB Plan benefits if the Member is enrolled in the group benefit plans.
 - 14.2.7.5 To apply for the SUB plan, the Member must notify the Area Chair, appropriate Dean and Human Resources in writing of their intended Maternity Leave dates and their desire to apply for the SUB Plan.
 - 14.2.7.6 The Member is responsible for contacting Service Canada for information and appropriate forms to complete for their application for EI benefits.
 - 14.2.7.7 On the Member's last day of work a Record of Employment (ROE) will be issued electronically to Service Canada.
 - 14.2.7.8 The Member must send a copy of their first EI payment to Human Resources, accompanied by documentation indicating proof of delivery date (available from the attending physician or the hospital).

14.3 Parental/Adoption leave

- 14.3.1 To be entitled to job-protected Parental/Adoption leave, a member must have been employed for at least ninety (90) days at St. Mary's University.
- 14.3.2 Members who are birth or adoptive parents can take up to sixty-two (62) consecutive unpaid weeks of leave. Parental leave can be taken by the birth mother immediately following maternity leave; the other parent; adoptive parents; or both parents, shared between them. Leave can start any time after the birth or adoption of a child, but must be completed within seventy-eight (78) weeks of the date the baby is born or placed with the parents.
- 14.3.3 Members who intend to share parental leave must advise the Area Chair, appropriate Dean and Human Resources of their intention to do so.
- 14.3.4 During Parental/Adoption leave, the Member may maintain benefit coverage by paying 100% of the employee and employer premium costs for the benefits they choose to keep.

- 14.3.5 The Member must provide the Area Chair, Dean and Human Resources at least six (6) weeks written notice indicating when they intend to start leave. The Member must also provide the Area Chair, Dean and Human Resources at least four (4) weeks written notice prior to the end of their leave, with their intention to return to work or terminate their employment prior.
- 14.3.6 If medical reasons or circumstances related to adoption prevent the Member from giving notice, written notice must be given to the Area Chair, Dean and Human Resources as soon as possible, at minimum within two (2) weeks of their last day of work.

14.4 Vacation leave

- 14.4.1 A Member is entitled to twenty-two (22) working days of vacation per calendar year with full salary and benefits within each employment year. Members are deemed to take their full vacation allotment during non-teaching periods.
- 14.4.2 Vacation leave must be applied for via the University's payroll system to the Area Chair and are subject to approval by the appropriate Dean.

14.5 Casual illness leave (sick days)

- 14.5.1 Permanent Members who are unable to carry out their duties due to illness shall be entitled to receive 100% of salary and benefits for the equivalent of one (1) day per month of active employment up to a maximum of twelve (12) days per calendar year.
- 14.5.2 Sessional Members are entitled to casual illness leave on a prorated basis for the equivalent of one (1) day per month of active employment up to a maximum of twelve (12) days per calendar year.
- 14.5.3 The amount of casual illness benefits (sick days) paid to a Member is based on the individual's regular base salary, excluding overload, and will be paid only for the individual's normally scheduled work periods. Casual illness benefits (sick days) have no cash value, cannot be carried forward to subsequent years and are not paid out to the Member upon termination.
- 14.5.4 If a Member has used all eligible casual illness benefits (sick days), within a calendar year, further absence due to illness (excluding approved short-term or long-term disability), will be covered first using Vacation entitlements prior to the absence being unpaid.
- 14.5.5 A Member unable to report to work due to illness should notify their Area Chair of their absence as soon as possible.
- 14.5.6 Area Chairs are required to advise the appropriate Dean and Human Resources via e-mail of any and all medical absences extending beyond three (3) days or if hospitalization has occurred as short term disability benefits may need to be arranged.
- 14.5.7 Members will be required to submit a medical certificate to cover illnesses and/or injuries which cause more than five (5) working days absence.
- 14.5.8 Members are permitted to use casual illness entitlements to accommodate medical appointments provided prior approval is received from their Area Chair. Time off for medical appointments should be arranged in a manner that is least disruptive to teaching and office hours whenever possible.
- 14.5.9 Members are to inform their Area Chair whether the absence was for personal or family illness, and record this in the University's payroll system within three (3) working days.
- 14.5.10 Members are permitted to use up to five (5) casual illness days from their annual entitlement of twelve (12) to provide care for immediate family members who are ill or injured.
- 14.5.11 For the purpose of this policy only, "Immediate Family" is defined as: the Member's parents, siblings, spouse, domestic partner, child, child or parent of spouse/domestic partner or individual living within the Member's home under the legal guardianship of the Member.

14.6 Disability leave (short term and long term)

- 14.6.1 Eligible Permanent Members with regular appointments who are unable to carry out their duties due to accident or illness longer than five (5) consecutive days must apply for Short Term Disability with the University's subcontracted benefits provider.
- 14.6.2 Eligible Members may receive Short Term Disability income benefits for up to seventeen (17) weeks.
- 14.6.3 The Long Term Disability (LTD) plan may continue to cover eligible Members immediately thereafter, subject to their approval under that plan, for up to twenty-four (24) months in their own occupation. Subject to medical approval and vendor adjudication income benefits may extend beyond the twenty-four (24) months up to the age of 65.
- 14.6.4 Income benefits awarded to the Member by the subcontracted benefits provider will be issued directly to the Member by the vendor.
- 14.6.5 Members shall notify the Area Chair, Dean and Human Resources of their absence and its probable duration as soon as is reasonably possible and are required to submit a medical certificate to cover illnesses and/or injuries.

14.7 Workers Compensation Leave

- 14.7.1 The University provides all Members with WCB coverage which provides benefits for workplace injuries and/or illnesses.
- 14.7.2 Members are required to report any and all workplace incidents or illness to their Area Chair, appropriate Dean and Human Resources as soon as possible and no later than forty-eight (48) hours after incident.
- 14.7.3 Income benefits awarded to the Member by the Workers Compensation will be issued directly to the Member.

14.8 Political leave

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

14.9 Urgent Family Leave

- 14.9.1 A Member, upon application, shall be granted leave of absence from regular duties and responsibilities for up to three (3) days per year to make arrangements for or attend to the needs of an immediate family member in the event of a sudden or serious illness. Immediate family members are defined in clause 14.5.11.
- 14.9.2 When, owing to an emergency, a Member must be absent from regular duties and responsibilities before a leave application can be processed, the Member shall advise the Area Chair and appropriate Dean of the circumstances within two (2) work days of departure and provide an estimate of the time that the Member expects to be absent from duties.
- 14.9.3 Leaves granted for urgent family reasons shall be without loss of salary and benefits.

14.10 Leave for Compassionate Reasons

- 14.10.1 A Member who qualifies for Compassionate Care Benefits under the Employment Insurance Act program will be granted a leave without pay from the University for the period of time approved by Employment Insurance.
- 14.10.2 The Member shall advise the Area Chair, appropriate Dean and Human Resources of the circumstances within two (2) working days of departure and provide an estimate of the time that the Member expects to be absent from duties.
- 14.10.3 During Compassionate Care leave, the Member may maintain benefit coverage by paying 100% of the employee and employer premium costs for the benefits they choose to keep.

14.11 Bereavement Leave

- 14.11.1 A Member is allowed leave with pay up to three (3) working days in the event of death in an Member's immediate family (defined in clause 14.5.11), plus traveling time not to exceed two (2) working days. Requests for bereavement leave must be approved in advance by the appropriate Dean.
- 14.11.2 The Member shall advise the Area Chair and Dean of the circumstances as soon as reasonably possible and provide an estimate of the time that the Member expects to be absent from duties.

14.12 Military Leave

- 14.12.1 Military leave without pay shall be granted to a Member where the Member's services are required by the Canadian Department of National Defense.
- 14.12.2 If a Member is selected for deployment, leave without pay shall be granted for the duration of their commitment to the Canadian Department of National Defense.
- 14.12.3 The Member shall advise the Area Chair, appropriate Dean and Human Resources of the circumstances as soon as reasonably possible and provide an estimate of the time that the Member expects to be absent from duties.
- 14.12.4 During Military leave, the Member may maintain benefit coverage by paying 100% of the employee and employer premium costs for the benefits they choose to keep.

14.13 Court Leave

- 14.13.1 Leave without loss of salary and benefits shall be granted to a Member subpoenaed to be a witness or summoned for jury selection and/or jury duty in Canada.
- 14.13.2 The Member shall notify in writing the Area Chair and appropriate Dean immediately upon being subpoenaed or summoned and are required to submit a copy of the summons.

15 Retirement

15.1 Overview

- 15.1.1 Mandatory retirement does not apply to the faculty of St. Mary's University.
- 15.1.2 Members who have served a minimum of five (5) years of full-time employment are eligible to apply for phased retirement.
- 15.1.3 Members who have full-time dual appointments, part faculty and part staff, shall be treated in this policy as if the employment were Permanent Members.

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

15.2 Procedures

- 15.2.1 A Member initiates a phased or complete retirement request that:
- a) Is made in writing to the appropriate Dean
 - b) Must be made at least one (1) year in advance of the requested retirement date, which is normally June 30
 - c) In the case of phased retirement, includes the intended date of complete retirement and a proposed work load during the phased retirement period. The period of reduced duties leading to complete retirement will normally be no longer than two (2) years
- 15.2.2 St. Mary's University will normally grant a phased retirement request.
- 15.2.2.1 Within thirty (30) days of the request being submitted to the Dean, the Dean will make a recommendation to the VPA on each retirement request.
- 15.2.2.2 The Dean will, after consulting with the Member and their Area Chair, make a recommendation to the VPA including a plan of duties and remuneration for the phased retirement period.
- 15.2.2.3 The VPA will communicate the decision on a phased retirement request to the Member within sixty (60) days from the date the request is submitted to the Dean.
- 15.2.3 A retirement request is irrevocable, although the retirement date may be advanced by mutual consent of the Member and the VPA.
- 15.2.4 A retired Permanent Member may be rehired as a Sessional Member.
- 15.2.4.1 A re-hired Permanent Member shall keep the rank held upon retirement and shall receive compensation on the Sessional Member salary scales.
- 15.2.5 When a retirement request has been accepted, St. Mary's University will provide the Member with information on converting membership in group benefit plans to individual plans.
- 15.2.6 After complete retirement the University will no longer be responsible for employer benefit costs with the exception of the following:
- Tuition Fee Remission for the retired Member
 - Parking, as long as parking remains free to Faculty
 - Library access
 - Fitness Centre access as provided to Permanent Members
 - St. Mary's University email account
 - St. Mary's University affiliation, including for application and administration of grants
- 15.2.7 Members awarded Professor Emeritus/Emerita status may be eligible for additional benefits, according to the relevant policy.

15.3 Benefit changes during employment

- 15.3.1 Long Term Disability and Critical Condition coverage ends at age 65.
- 15.3.2 Group life insurance (basic), Extended Health, Health Spending and Dental, Basic Accidental Death and Dismemberment Insurance end at age 70.
- 15.3.3 The matching RRSP contributions end on December 31 of the year the member turns 71.

15.4 Benefits during phased retirement

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

15.5 Retirement planning in advance of retirement

- 15.5.1 Members are encouraged to access any and all retirement planning services made available through the University's Family Services Employee Assistance Program and the University's current RRSP provider.

16 Discipline

16.1 Overview

- 16.1.1 A Member may be disciplined only for just cause and only in accordance with the provisions of this Section, with the University bearing the onus of establishing just cause. Disciplinary processes are not to be used to inhibit free inquiry, discussion, exercise of judgement, or honest criticism within or without the University.
- 16.1.2 In all matters of discipline, a Member has the right to seek advice and support from the Faculty Association, including, if necessary, aid in presenting the Member's position. The Member may have an advisor of their choice present at any meetings relating to discipline.
- 16.1.3 The authority to discipline Members rests with the VPA.
- 16.1.4 The VPA may extend any deadlines under this Section upon the timely approval of the Faculty Association, with such approval not to be unreasonably withheld, advising the Faculty Association and the parties in writing.
- 16.1.5 Disciplinary action shall be just and reasonable and commensurate with the offence, incorporating the principles of progressive discipline as applicable.
- 16.1.6 In assessing seriousness of misconduct, and penalty to be imposed, mitigating factors shall be considered.
- 16.1.7 All disciplinary measures are grievable under Section 17, on either substantive or procedural grounds, or both.
- 16.1.8 The disciplinary measures that may be taken by the University include, but are not limited to, the following: a letter of warning or reprimand; suspension with pay; suspension with partial pay or without pay, or a fine in lieu of those; dismissal.
- 16.1.9 Suspension is the act of the University relieving a member of all University duties for cause without their consent.
- 16.1.10 Dismissal is the termination of employment by the University. As provided for in this Agreement, the non-renewal of a probationary or term appointment, or the non-granting of tenure at the end of a probationary period, does not constitute dismissal or discipline.

16.2 Disciplinary Procedures

- 16.2.1 Deans, Chairs, and other supervisors may take informal corrective measures that do not constitute official disciplinary action. These measures will not be included in the Members personnel file.
- 16.2.2 Gross misconduct or negligence in a Member's performance of their responsibilities under this agreement shall be subject disciplinary action.

- 16.2.3 Any person may make a complaint to the VPA about the conduct of a Member, or the University may itself initiate such a complaint, including in the complaint a detailed description of the allegations. Not every disciplinary action must be initiated by way of a complaint.
- 16.2.4 Where the University receives or initiates any complaint or allegations against a member that might lead to discipline, the VPA shall, within ten (10) working days of receiving or initiating the complaint, initiate an investigation and notify the member in writing. This notification shall include a detailed explanation of the allegations which are being investigated and the fact that the investigation may lead to disciplinary action, and will note the member's right to Faculty Association representation.
- 16.2.5 The investigation may be conducted by the VPA, or by an investigator appointed at the VPA's discretion. The respondent shall be notified of the person designated to conduct the investigation.
- 16.2.6 The discipline procedure may be initiated only within ten (10) working days of the date the VPA knew, or ought reasonably to have known, of the occurrence of the matter giving rise to discipline. The University shall have the right to request, in writing to the Faculty Association, an extension of ten (10) days. The Faculty Association shall not unreasonably reject the University's request.
- 16.2.7 If a complaint is not received by the VPA within six (6) months of the date the alleged conduct became known or ought reasonably to have been known to the complainant, the matter shall be considered as closed, and cannot be acted on by the VPA. Where circumstances warrant, such as when the complaint involves a breach of criminal law, sexual harassment or sexual violence, violent behaviour or threats of violence against a Member of the University community, the VPA, at their discretion, may waive this clause.
- 16.2.8 The investigator:
- a) shall, on at least ten (10) working days' written notice, meet with the complainant and the respondent separately to ensure that both parties have equal opportunity to provide details regarding the allegations and to provide the parties with the opportunity to have legal representation and/or an advocate from the Faculty Association present at the meeting
 - b) may meet with any person who could provide information relevant to the complaint and receive materials submitted, whether at the investigator's request or unsolicited, and shall not be bound only by the original details of the complaint
 - c) upon completion of the investigation, shall submit a written report to the VPA, with a copy to the respondent, and the complainant
- 16.2.9 Upon completion and receipt of the investigation report, and before making a decision, the VPA shall offer to meet separately with each of the complainant and respondent, (with, if desired by the respondent, a representative of the Faculty Association), at a date to be determined by the VPA, and may also require further investigation.
- 16.2.10 Following receipt of the investigation report and completion of any meetings with the complainant and respondent thereafter and any further investigation deemed necessary, the VPA shall, in writing:
- a) dismiss the complaint, with such decision being final and not subject to appeal, but such decision may be grieved under Section 17
 - b) discipline the respondent, with such decision being final and not subject to appeal other than appeals for termination decisions as described in Section 16, but such decision may be grieved under Section 17

- 16.2.11 In the event that the form of discipline is dismissal, and unless circumstances demand immediate action, the VPA will normally first write to the Member and the Faculty Association and advise the Member and a Faculty Association representative to attend a meeting with the VPA. The meeting is intended to allow the Member the opportunity to discuss and explain facts relating to the pending decision to dismiss the Member that the Member did not address in earlier steps of the process. Within ten (10) working days following the meeting, the VPA will inform the Member and the Faculty Association in writing as to whether there will be a dismissal of the Member.
- 16.2.12 At any step in the investigation, the VPA may elect to cease proceedings. They shall notify the member and complainant of this decision, with a copy to the President of the Faculty Association, which shall constitute the final report on the matter.

16.3 Principles

- 16.3.1 In cases where there is an immediate threat by the Member to an individual(s) at the University or to University property, or an immediate or serious threat to the functioning of the University, the University retains the right to immediately suspend a Member until the matter can be investigated according to the provisions of this Section. Any such suspension shall be with pay and benefits, and not subject to grievance.
- 16.3.2 A Member shall not be subjected to discipline based on anonymous complaints or information.
- 16.3.3 No anonymous material shall be kept by the University concerning any member or submitted as evidence in any formal or informal deliberation, action, or proceeding involving any member.
- 16.3.4 Proceedings and findings under this Section shall be restricted and private to the persons involved as complainant(s), respondent(s) or witnesses (to the extent that witnesses need to know information related to the proceedings). When discipline is imposed, publicity shall be restricted to persons who have a need to know about the case in all the circumstances including but not limited to the relevant Chair, Deans or other administrators and the Faculty Association. Some disclosure of concerns and allegations may be necessary, either in order to conduct the investigation or if the VPA or designated investigator has reasonable grounds to believe that such confidentiality may place a person or persons at risk of significant harm. In the event that it is determined that there shall be no disciplinary action, the VPA must inform each individual to whom concerns and allegations were disclosed that there is no basis for disciplinary action.
- 16.3.5 The University may withhold information, decide not to notify the member, or delay notifying the member, of information or decisions contemplated in this Section if there are grounds to believe there is a risk of significant harm to another person or to University property or that the investigation may otherwise be jeopardized. In such case, the University shall notify the President of the Faculty Association, or designate, immediately, providing the justification for the decision and the Faculty Association shall make no direct or indirect disclosure of the information to the member. Such a decision is grievable under Section 17.
- 16.3.6 Letters of warning or reprimand will be removed from the member's file and destroyed after four (4) years, provided that no subsequent similar misconduct or performance issue(s) have occurred or are under investigation.
- 16.3.7 If disciplinary procedures are in progress while a member is being considered for renewal, tenure, promotion or sabbatical, the consideration process shall be deferred at the request of the member until the disciplinary process has been concluded. If procedures interrupt the normal renewal, tenure, promotion or sabbatical cycle, the consideration process and, if appropriate, dates of appointment, shall be extended to the next application cycle.

- 16.3.8 In the event that the behaviour giving rise to the disciplinary action was related to research misconduct, the University shall make a public statement that the member was guilty of misconduct in research, and report such findings to any funding agencies supporting the member's research in which misconduct was identified.

17 Grievance and Arbitration

17.1 General

- 17.1.1 A grievance is a claim, dispute or complaint involving the interpretation, application, administration or alleged violation of this Agreement.
- 17.1.2 There shall be no discrimination, harassment, or coercion, of any kind, practiced against any person involved in these procedures, or against any party who elects not to pursue a grievance.
- 17.1.3 Unless otherwise provided for in this Agreement, any disputes arising from the administration and interpretation of this Agreement will be settled by the procedures set out in Section 16.
- 17.1.4 The parties agree to make every reasonable effort to settle all grievances informally, and in any event, in a prompt, just, and equitable manner.
- 17.1.5 Both parties to this Agreement shall deal with only the other party to this Agreement with respect to a grievance.
- 17.1.6 Each party shall provide documents relevant to the grievance to the other party in a timely manner.
- 17.1.7 At any time the Parties may agree to refer a dispute to mediation with a mutually acceptable mediator. The Parties shall equally share the cost of any mediation, the process shall be privileged and on a without prejudice basis, and shall not affect, change, or delay any of the timelines otherwise required under this Agreement unless the parties otherwise agree in writing.

17.2 Time limits

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

17.3 Technical Irregularities

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

17.4 Termination of Employment

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

17.5 Grievance Procedure

- 17.5.1 A grievance shall be in writing signed by a representative from the Faculty Association or the University and, as the case may be, shall specify the matter(s) in dispute, the Article/clause(s) alleged to have been violated, and the remedy sought.
- 17.5.2 Step 1: No later than ten (10) working days following the receipt of the grievance, the University's representative shall meet with the Faculty Association representative and any member(s) affected. The parties shall make every reasonable attempt to resolve the grievance.
- 17.5.3 If the grievance is resolved in Step 1 of the process such settlement shall be reduced to writing and countersigned by the Faculty Association representative and the University's representative within ten (10) working days of the meeting at which the settlement was reached.
- 17.5.4 In the event that the Faculty Association representative and the University's representative cannot resolve the grievance, the respondent to the grievance shall, within ten (10) working days of the Step 1 meeting(s) specified in clause 17.5.2, notify the grievor of the reasons why the grievance has not been resolved.
- 17.5.5 If the grievance is not resolved at the Step 1 stage none of the information exchanged in the context of the meeting(s) by one party can be brought forward by the other party as evidence in any subsequent arbitration.
- 17.5.6 Step 2: No later than five (5) working days following receipt of written notification that the grievance has not been resolved at Step 1, the Faculty Association may request a meeting with the President. Such a meeting shall take place within ten (10) working days of the request being made, and will include a representative of the Faculty Association, the individual grievor (in the case of an individual grievance), the President, and a representative of the University. The parties will attempt to resolve the dispute at the meeting.
- 17.5.7 If the grievance is not resolved in Step 2, none of the information exchanged in the context of the meeting(s) by one party can be brought forward as evidence by the other party in any subsequent arbitration.

17.6 Arbitration

- 17.6.1 If the grievance is not resolved in Step 2 either party may, within fifteen (15) working days of the Step 2 meeting, give written notice to the other party of their intent to submit the matter in dispute to an arbitrator for final and binding arbitration.
- 17.6.2 A matter referred to arbitration shall be heard by a single arbitrator.
- 17.6.3 The arbitrator will be selected by agreement between the two (2) parties.
 - 17.6.3.1 If the parties cannot agree to an arbitrator, either party may request the Director of Mediation Services to appoint a single arbitrator as provided for under the Labour Relations Code of Alberta.
- 17.6.4 The arbitrator shall have the duty and power to adjudicate all matters in dispute.

- 17.6.5 The arbitrator shall proceed with all dispatch with the inquiry into the grievance, and in accordance with such procedures and mode of proof that the arbitrator deems appropriate.
- 17.6.6 The arbitrator shall have jurisdiction to award such remedy or remedies as the arbitrator deems appropriate, however, the award shall not be inconsistent with the terms of this Agreement. An exception to this is that, in cases involving promotion and tenure, the arbitrator does not have jurisdiction to award a permanent appointment or to grant advancement in rank, and may only send the matter back to the Promotion and Tenure Committee for reconsideration.
- 17.6.7 The arbitrator shall have the power to award reinstatement through issuance of a new equivalent appointment.
- 17.6.8 The arbitrator shall not have the power to alter, add to or modify, or amend the Agreement in any respect whatsoever.
- 17.6.9 The arbitrator shall issue a decision which shall be final and binding.
- 17.6.10 All arbitration expenses, including the remuneration of the arbitrator, shall be shared equally by both parties, subject to the award of costs by the arbitrator as part of the remedy.

Appendix A: Permanent Members Salary Grid

2018/19

Assistant Professor					
Step	Salary				
1	70,465				
2	72,465				
3	74,465				
4	76,465				
5	78,465	Associate Professor			
Step	Salary	Step	Salary		
6	80,465	1	83,189		
7	82,465	2	85,439		
8	84,465	3	87,689		
9	86,465	4	89,939		
10	88,465	5	92,189	Professor	
11	90,465	6	94,439	Step	Salary
12	92,465	7	96,689	1	97,869
13	94,465	8	98,939	2	100,369
14	96,465	9	101,189	3	102,869
15	98,465	10	103,439	4	105,369
16	100,465	11	105,689	5	107,869
17	102,465	12	107,939	6	110,369
18	104,465	13	110,189	7	112,869
		14	112,439	8	115,369
		15	114,689	9	117,869
		16	116,939	10	120,369
		17	119,189	11	122,869
		18	121,439	12	125,369
				13	127,869
				14	130,369
				15	132,869
				16	135,369
				17	137,869
				18	140,369
				19	142,869
				20	145,369

Appendix A: Permanent Members Salary Grid

2019/20

Assistant Professor					
Step	Salary				
1	70,465				
2	72,465				
3	74,465				
4	76,465				
5	78,465	Associate Professor			
6	80,465	Step	Salary		
7	82,465	1	83,189		
8	84,465	2	85,439		
9	86,465	3	87,689		
10	88,465	4	89,939		
11	90,465	5	92,189	Professor	
12	92,465	6	94,439	Step	Salary
13	94,465	7	96,689	1	97,869
14	96,465	8	98,939	2	100,369
15	98,465	9	101,189	3	102,869
16	100,465	10	103,439	4	105,369
17	102,465	11	105,689	5	107,869
18	104,465	12	107,939	6	110,369
		13	110,189	7	112,869
		14	112,439	8	115,369
		15	114,689	9	117,869
		16	116,939	10	120,369
		17	119,189	11	122,869
		18	121,439	12	125,369
				13	127,869
				14	130,369
				15	132,869
				16	135,369
				17	137,869
				18	140,369
				19	142,869
				20	145,369

Appendix A: Permanent Members Salary Grid

2020/21

Assistant Professor					
Step		Salary			
1	70,465				
2	72,465				
3	74,465				
4	76,465				
5	78,465	Associate Professor			
Step		Salary			
6	80,465	1	83,189		
7	82,465	2	85,439		
8	84,465	3	87,689		
9	86,465	4	89,939		
10	88,465	5	92,189	Professor	
Step		Salary			
11	90,465	6	94,439	1	97,869
12	92,465	7	96,689	2	100,369
13	94,465	8	98,939	3	102,869
14	96,465	9	101,189	4	105,369
15	98,465	10	103,439	5	107,869
16	100,465	11	105,689	6	110,369
17	102,465	12	107,939	7	112,869
18	104,465	13	110,189	8	115,369
		14	112,439	9	117,869
		15	114,689	10	120,369
		16	116,939	11	122,869
		17	119,189	12	125,369
		18	121,439	13	127,869
				14	130,369
				15	132,869
				16	135,369
				17	137,869
				18	140,369
				19	142,869
				20	145,369

Appendix B: Sessional Members Salary Grid

MSc/MA

2018/19

Step	Salary	Including 4% vacation	Including 6% vacation
1	\$5,504.10	\$5,724.27	\$5,834.35
2	\$5,629.52	\$5,854.70	\$5,967.29
3	\$5,755.81	\$5,986.05	\$6,101.16
4	\$5,880.35	\$6,115.56	\$6,233.17
5	\$6,005.76	\$6,245.99	\$6,366.11

2019/20

Step	Salary	Including 4% vacation	Including 6% vacation
1	\$5,504.10	\$5,724.27	\$5,834.35
2	\$5,629.52	\$5,854.70	\$5,967.29
3	\$5,755.81	\$5,986.05	\$6,101.16
4	\$5,880.35	\$6,115.56	\$6,233.17
5	\$6,005.76	\$6,245.99	\$6,366.11

2020/21

Step	Salary	Including 4% vacation	Including 6% vacation
1	\$5,563.93	\$5,786.49	\$5,897.77
2	\$5,690.71	\$5,918.34	\$6,032.15
3	\$5,818.38	\$6,051.12	\$6,167.48
4	\$5,944.26	\$6,182.04	\$6,300.92
5	\$6,071.04	\$6,313.88	\$6,435.31

After five years of continuous service vacation will be paid at 6%

Appendix B: Sessional Members Salary Grid

PhD

2018/19

Step	Salary	Including 4% vacation	Including 6% vacation
1	\$5,733.44	\$5,962.78	\$6,077.45
2	\$5,864.08	\$6,098.64	\$6,215.92
3	\$5,995.64	\$6,235.47	\$6,355.38
4	\$6,125.36	\$6,370.37	\$6,492.88
5	\$6,256.00	\$6,506.24	\$6,631.36

2019/20

Step	Salary	Including 4% vacation	Including 6% vacation
1	\$5,733.44	\$5,962.78	\$6,077.45
2	\$5,864.08	\$6,098.64	\$6,215.92
3	\$5,995.64	\$6,235.47	\$6,355.38
4	\$6,125.36	\$6,370.37	\$6,492.88
5	\$6,256.00	\$6,506.24	\$6,631.36

2020/21

Step	Salary	Including 4% vacation	Including 6% vacation
1	\$5,795.76	\$6,027.59	\$6,143.51
2	\$5,927.82	\$6,164.93	\$6,283.49
3	\$6,060.81	\$6,303.24	\$6,424.46
4	\$6,191.94	\$6,439.62	\$6,563.46
5	\$6,324.00	\$6,576.96	\$6,703.44

After five years of continuous service vacation will be paid at 6%

Memorandum of Understanding Regarding Full-Time Laboratory Coordinators

Memorandum of Understanding
Between the St. Mary's Faculty Association and St. Mary's University
Regarding Application of the Collective Agreement to Full-Time Laboratory Coordinators

The Parties agree:

1. That full-time Laboratory Coordinators are Members of the Faculty Association on the basis of laboratory instruction and pay dues accordingly.
2. That full-time Laboratory Coordinators, in all matters, shall continue to follow the conditions of their contract for the duration of this Agreement.
3. That the workload of full-time Laboratory Coordinators shall be determined and administered as described below.

Workload of Full-Time Laboratory Coordinators:

- 1.1. Laboratory coordinators fulfill laboratory support needs while being flexible enough to permit inclusion of more or less laboratory instruction as needs dictate.
- 1.2. The Laboratory Coordinator is responsible for developing laboratory protocols and content in consultation with the course lecturers, and for the routine day-to-day operation of the laboratories. Laboratory co-ordination work includes: development and updating of experiments; revision and rewriting of laboratory manuals; preparation and maintenance of laboratory equipment, chemicals, specimens, and organisms; setup and takedown of the materials required for experiments; ensuring laboratory cleanliness and safety.
- 1.3. The Laboratory Coordinator is expected to supervise laboratory instructors. This will involve training instructors on procedures specific to each experiment, and on the use of laboratory equipment. The Laboratory Coordinator is also responsible for ensuring that all laboratory instructors follow safety guidelines and leave the laboratory in an acceptable condition at the conclusion of every laboratory session.
- 1.4. Some of the coordination work of the regular semesters will be performed in the 4 summer months, such as ordering, testing, preparation of materials, and most development work. The exact nature of the summer development work will be determined by the Area on an annual basis.
- 1.5. The Laboratory Coordinator will be responsible for instruction of laboratory sections as required by the Area.
- 1.6. The workload for the Laboratory Coordinator will be determined as follows:
 - 1.6.1. Laboratory coordination work for one laboratory section in one course will be valued at three units. Additional sections in the same course will each be considered to be one unit.
 - 1.6.2. Each lab section taught by the Laboratory Coordinator will be valued at four units.
 - 1.6.3. A total of sixty (60) units will be considered a full workload for the year, with no more than thirty-four (34) units to be assigned in any one semester.
- 1.7. Overloads
 - 1.7.1. Laboratory Coordinators cannot be required to work more than sixty-four (64) units over the Fall and Winter semesters.
 - 1.7.2. Laboratory Coordinators who agreed to accept an overload will be offered the two choices below. The coordinator must decide on the option they will receive at the time they accept the overload assignment. A combination of both options may also be used.
 - Remuneration at the appropriate stipend rate paid to Sessional Members for laboratory instruction

- Hire a student assistant to help with some of the laboratory work, such as cleaning glassware, experiment setup/takedown, solution preparation, and the care of laboratory animals. The student will not have the role of a Teaching Assistant and will not assist with any instructional activities, such as assignment grading. Three (3) hours per week over thirteen (13) weeks of student assistant time will be allocated for every two (2) units overload

Dated at Colfax, this 6 of April, 2018.

St. Mary's Faculty Association

St. Mary's University

MaryAnn McLean

[Signature]

Memorandum of Understanding Regarding the Director of Library Services

Memorandum of Understanding
Between the St. Mary's Faculty Association, and St. Mary's University
Regarding Application of the Collective Agreement to the Director of Library Services

The Parties agree:

1. That the Director of Library Services is a Member of the Faculty Association.
2. That the Director of Library Services, in all matters, shall continue to follow the conditions of their contract for the duration of this Agreement.
3. To undertake, in the negotiation of the next version of this Agreement, to identify and review clauses that apply to the Director of Library Services.

Dated at Calgary, this 6 of April, 2018.

St. Mary's Faculty Association

St. Mary's University

Mary Ann McLean

[Signature]