

THIRD AGREEMENT

between

**BOARD OF GOVERNORS OF
ATLANTIC SCHOOL
OF THEOLOGY**

and

**ATLANTIC SCHOOL
OF THEOLOGY
FACULTY ASSOCIATION**

April 1, 2016

to

March 31, 2019

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PARTIES TO THE COLLECTIVE AGREEMENT

This Third Collective Agreement, hereinafter referred to as the “Agreement,” is entered into this **1st day of April, 2016**, by and between the Board of Governors of the Atlantic School of Theology, a body corporate, incorporated pursuant to the Atlantic School of Theology Act (1974) as amended under the laws of the Province of Nova Scotia, hereinafter referred to as "AST" and the Atlantic School of Theology Faculty Association, hereinafter referred to as the "Association".

PREAMBLE

The purpose of the Agreement is to promote and maintain harmonious relations between the Employer and the faculty and professional librarians of Atlantic School of Theology, to promote fairness and equity in the relationship between the parties to this Agreement and among all individuals concerned, and to provide an amicable method of settling differences or grievances which may arise from time to time between the parties to this Agreement. The parties to this Agreement mutually recognize that the purpose of Atlantic School of Theology, as defined in the University’s current Mission Statement, is to “serve Christ’s mission by shaping effective and faithful ordained and lay leaders and understanding among communities of faith.”

The parties to this Agreement acknowledge that the University serves both its own members and society by advancing learning and disseminating knowledge through teaching, research, scholarship, and other creative activities. The parties to this Agreement agree to work co-operatively towards developing the quality and effectiveness of the education provided by the University, and to encourage a climate of freedom, responsibility, and mutual respect in the pursuit of the University's goals, and jointly to pursue the objectives named above.

This Agreement replaces and supercedes any previous Agreements between the Employer and the Association, or between the Employer and individual Association Members, including but not limited to previous editions of Faculty Handbooks and Policies. This Preamble may be used as a guide to interpretation of this Agreement but, of itself, has no independent validity as a source of rights or obligations. As such, this Preamble cannot, in itself, be the subject of any grievance.

ARTICLE 1 : DEFINITIONS

The following definitions refer to terms included in this Agreement:

- 1.1 **"Academic Year"** designates that period extending from June 1 of one year up to and including May 31 of the following year.
- 1.2 **"Act"** means the Atlantic School of Theology Act (1974), as amended.
- 1.3 **"Administrator"** or **"Administration"** means the President, Dean, and Chief Administrative Officer of AST.
- 1.4 **"Agreement"** (always capitalized) shall mean this collective agreement between the Parties.
- 1.5 **"Atlantic School of Theology"** ("AST") means a school created under the Atlantic School of Theology Act (1974), as amended.
- 1.6 **"Association"** means the Atlantic School of Theology Faculty Association, Halifax Nova Scotia, a Trade Union certified as a Bargaining Agent for certain Employees of AST by the Nova Scotia Labour Relations Board by LRB Order No. 6319 dated January 6, 2010.
- 1.7 **"Board"** means the Board of Governors of AST.
- 1.8 **"Course"** refers to a single-term (Fall, Winter, or Summer) academic instructional unit comprised of 30 classroom contact hours. A single-term full course is thus counted as 1.0. A full course (1.0) may be delivered over two academic terms, in which case, each term's instruction is counted as one half-course (0.5). When delivered via electronic mediation (e.g. via the Internet), a course is an academic instructional unit comprised of the equivalent of 30 classroom contact hours.
- 1.9 **"Day"** unless otherwise stated, means a day from Monday through Friday, except where any of those days is a recognized holiday at the University.
- 1.10 **"Dean"** means the Academic Dean of AST.
- 1.11 **"Employer"** (always capitalized) means the Board of AST.
- 1.13 **"Faculty"** or **"Faculty Member"** refers to all persons employed at the Atlantic School of Theology as full-time faculty holding tenure or tenure track positions, or having a contract for twelve (12) months or longer and having a course-load of four 1.0 credit courses or more per year, or course relief equivalent for service or research.

- 1.14 “**Grievance**” shall mean a complaint that has not been resolved informally by the Parties. Only the Association or the Employer may file a grievance against the other Party.
- 1.15 “**Professional Librarian**” designates a Professional Librarian employed at Atlantic School of Theology.
- 1.16 “**Library Chair**” means a Member of the bargaining unit who serves as coordinator of the AST Library or, in cases in which the Employer appoints two co-chairs to share the responsibilities of the Library Chair, this term shall be inclusive of both co-chairs.
- 1.17 “**Member**” (always capitalized) means a member of the bargaining unit by Nova Scotia LRB Order No. 6319 dated January 6, 2010.
- 1.18 “**Parties**” means the Employer and the Association; “**Party**” means one of the Parties.
- 1.19 “**President**” means the President of AST.
- 1.20 “**Scholarship**” means the discovery, integration, interpretation and/or application of knowledge related to one’s discipline or subdiscipline. Scholarship must normally be public, susceptible to critical review and evaluation by one’s peers, and accessible for exchange and use by other members of one’s scholarly and/or ecclesial community. Scholarship within Atlantic School of Theology also attends to the mission and ministry of the whole Church in keeping with the mission statement of AST.
- 1.20.1 Evidence of scholarship, including the scholarship of teaching, includes the following:
- (a) Publication by a recognized publisher in print or electronic form including: books, textbooks, case studies, monographs, contributions to edited books, articles in refereed journals, articles in other journals or the popular or ecclesial press, book reviews, and presentation of refereed papers at professional and scholarly meetings;
 - (b) Recognition by one’s peers including: participation as an editor or as a member of an editorial board of a journal or scholarly or ecclesial publication, and evaluating or refereeing the work of other scholars;
 - (c) Intellectual and creative contributions to an academic discipline or subdiscipline including: designing, developing, and conducting research projects; success in obtaining research and publication funding; conducting contract and/or applied research pertaining to scholarly areas that relate to the academic mandate of the University, including scholarship of teaching or librarianship or library services from which a report, study or text results; commissions to create work of academic or artistic value; and creative and artistic works, productions, and performances related to an academic discipline or subdiscipline.
 - (d) The scholarship of teaching consists of original and innovative thought and analysis related to pedagogy and/or learning that is disseminated publicly for peers to review, critically evaluate, and apply, or recognition by one’s peers internally and externally that an individual is a leader, or possesses outstanding

stature or expertise, in the scholarship of teaching. Good teaching does not constitute the scholarship of teaching.

- (e) Evidence of the scholarship of Pastoral Theologians and Homileticians may often be shown in publications and environments other than juried scholarly journals, academic conferences, or public ecclesiastical events. Given the nature of these subdisciplines, the review, dispute, or evaluation of such scholarship may or may not be received from academic peers and/or respondents.

1.21 “**Senate**” means the Senate of AST as defined in the AST Act.

1.22 “**Service**” means contributions to the University, profession, and/or community which may include:

- committee work and related duties undertaken on behalf of the University (including *inter alia* Faculty, Senate, Councils, or Board of Governors);
- work on external AST-related committees, boards, or agencies;
- chapel leadership and participation;
- participation in and/or leadership of events within the AST community;
- duties undertaken on behalf of the Association;
- contributions to the Member’s professions and disciplines, including editorial boards and referees for the evaluation of scholarly work;
- responsibilities within Members’ professional societies and organizations, including the Canadian Association of University Teachers and the Association of Nova Scotia University Teachers;
- contributions within the ecclesial and civic bodies and organizations in which Members may participate, where Members’ academic, professional and/or research interests and competencies form the basis for such participation;
- supervision and training of staff, as applicable;
- roles such as chairperson, programme director or coordinator.

ARTICLE 2 : RECOGNITION

The Employer recognizes the Association as the sole collective bargaining agent for the Members within the bargaining unit as defined by certification order LRB No. 6319 dated the 6th day of January, 2010, made by the Labour Relations Board (Nova Scotia).

ARTICLE 3 : MANAGEMENT RIGHTS AND RESPONSIBILITIES

3.10 The Parties agree that the Board of Governors and Senate retain all powers, rights and responsibilities consistent with the terms of the Atlantic School of Theology Act (1974)

as amended from time to time, to manage the affairs of the University within its collegial bicameral governance structures, except as such powers, rights and responsibilities may have been specifically abridged, delegated, or modified by this Agreement.

- 3.40 Should a change to an existing AST by-law or policy be considered, or a new by-law or policy, and/or a request to the Province of Nova Scotia to change the Atlantic School of Theology Act (1974), the Employer shall provide drafts of such proposals to the Association, and through its representatives shall consult in person with the Association, at least one month in advance of any decision of the Board or Senate.
- 3.50 The Parties agree that Members shall not claim to speak as official representatives of the University without the express authorization of the President of AST.

ARTICLE 4 : UNION SECURITY AND CHECK-OFF

4.10 MEMBERSHIP

No Faculty Member or Professional Librarian is required to join the Association as a condition of employment. However, each individual employed by Atlantic School of Theology as full-time faculty or as a professional librarian, whether or not he/she is a member of the Association, shall pay the equivalent of union dues to the Association.

4.20 CHECKOFF PAYMENTS

The Employer shall deduct union dues from each Member's payroll in accordance with the rate set by the Association and communicated to the Business Office by the President of the Association.

4.30 DEDUCTIONS

Deductions shall be made from each payroll and shall be forwarded to the Treasurer of the Association not later than the 15th day of the following month, accompanied by a list of names of Members from whose salaries the deductions have been made.

4.40 DUES RECEIPTS

At the same time that Income Tax (T-4) slips are made available, the Employer shall supply to each Member, without charge, a receipt in the name of the Association in the amount of union dues paid by him/her in the previous calendar year.

4.50 EMPLOYER INDEMNITY

The Association agrees and shall indemnify and save harmless the Employer from any liability or action of any kind whatsoever that may arise out of deductions made from the pay of any Member pursuant to Article 4.20.

- 4.60 In the event of a strike or lock-out, the collection and reporting of dues specified in 4.20 and 4.30 above shall be suspended. The suspension shall last for the duration of

any strike or lock-out. The Employer shall reinstate the measure provided for in these clauses within one month of the end of the strike or lockout.

ARTICLE 5 : EMPLOYER-ASSOCIATION BARGAINING RELATIONS

5.10 REPRESENTATION

Employer-Association bargaining will be undertaken in good faith. The Employer shall not bargain with or enter into any agreement with a Member or group of Members of the bargaining unit other than those designated by the Association.

5.20 ACCESS TO CAMPUS

Any duly designated representative or counsel of the Association shall have reasonable access to the AST premises to consult with Members, representatives of the Employer, or the Administration provided that:

- (a) such access does not include the right of the invited person to call meetings on the University's premises;
- (b) such representatives comply with all University regulations generally applicable to visitors to the University premises.

5.30 ASSOCIATION ACTIVITIES

The Employer shall allow the Association to hold meetings, social events and educational functions on the AST premises subject to availability of space and to the University regulations generally applicable to such events.

5.40 EXCHANGE OF INFORMATION

- (a) Subject to the provisions of the Nova Scotia Freedom of Information and Protection of Privacy Act, the Employer agrees to provide the Association, on a confidential basis (except when the document is in the public domain) and only at the Association's request, for purposes of information only:
 - (i) the names, ranks, salaries and starting dates (where applicable) of all Members within thirty (30) days following their first pay in each fiscal year;
 - (ii) the names of all Members whose employment has been terminated and the dates of such terminations within thirty (30) days of termination;

- (iii) the names, new ranks and, where applicable, new salaries of Members who have received promotions, and the effective dates of those promotions within thirty (30) days after their approval;
 - (iv) within thirty (30) days of their approval, a list of the names of all Members granted leaves, the type of leave granted, the length of the leave granted, whether the leave is with or without salary and if the leave is with salary, the percentage of salary;
 - (v) a copy of all benefit and pension plans applicable to Members and the rates charged to Members for those plans;
 - (vi) the names of all persons appointed or elected to positions on the Senate and Board or committees thereof, together with the terms of reference of such committees;
 - (vii) financial information relating to the operation of the University as a public institution, including approved budgets, spending plans, and projections approved by the Board; approved audited financial statements, and approved fundraising plans, strategies, and results;
 - (viii) such other information, access to which is set out elsewhere in this Collective Agreement.
- (b) Subject to the provisions of the Nova Scotia Freedom of Information and Protection of Privacy Act, the Association agrees to provide to the Employer, on a confidential basis (except when the document is in the public domain) and only at the Employer's request, for purposes of information only:
- (i) an up-to-date copy of the Association's Constitutions and By-Laws;
 - (ii) the names of all Members appointed or elected to positions in the Association or to positions on committees thereof, together with any terms of reference of such committees;
 - (iii) such other information, access to which is set out elsewhere in this Collective Agreement.
- (c) In providing the information referred to in clauses 5.40(a) and 5.40(b) above, the Employer and the Association shall only be required to produce same in the form in which it already exists. Requests for information under this Article shall be treated promptly by both Parties within 15 working days, unless the Parties have agreed, in writing, to extend that time frame.

5.50 MEMBERS AS CORE TEACHERS AND LIBRARIANS

Except to the extent and to the degree agreed upon by the Employer and Association, work ordinarily performed or which could be performed by a Member covered by this agreement shall not be performed by another employee of the Employer nor by a person who is not an employee of the Employer.

5.60 SUSTAINING OF FACULTY COMPLEMENT

Subject to decisions made by the Employer pursuant to Articles 26 or 27, in the event any Member ceases permanently to be employed by the Employer, the Employer shall authorize the recruitment and appointment of a full-time successor in a tenure stream (for Faculty) to her or his position. For permanent-status stream (for Librarians), the Employer shall authorize the recruitment and appointment of a successor to fill the Member's position. The Employer shall proceed to fill such a position not later than the following academic year.

5.70 LEAVE OF ABSENCE

The Employer and a Member may enter into an agreement for a Leave of Absence. The following process shall be followed:

- (a) The Member must make formal application to the Employer in order for a written Leave of Absence agreement to be negotiated and finalized. Such application shall be directed to the Dean, as appropriate
- (b) Within five (5) business days, the Employer will serve notice of the Application to the Association.
- (c) The Member shall be entitled to representation by an agent for the Association in negotiations pursuant to this article.
- (d) Any Leave of Absence agreement between the Employer and a Member will require the written approval of the Employer and the Member at least 30 days before the Leave of Absence commences.
- (e) Notice of such an agreement will be furnished to the Association 30 days prior to the commencement of the Leave of Absence.
- (f) A Leave of Absence agreement may endure beyond the conclusion of the present Collective Agreement.
- (g) The Employer reserves the right to refuse any formal application on the basis of academic needs or financial interests.

5.80 REDUCED DUTIES STATUS

The Employer and a Member may enter into an agreement, in consultation with the Association, for a voluntary reduced workload on an ongoing basis or for a defined

period. Schedule “C” shall be used by both Parties to guide the process of negotiating such an agreement. The following process shall be followed:

- i. The Member must make formal application to the Employer in order for a written Reduced Duties Status agreement to be negotiated and finalized. Such application shall be directed in to the Dean, as appropriate.
- ii. Within five (5) business days, the Employer will serve notice of the Application to the Association.
- iii. The Member shall be entitled to representation by an agent of the Association in negotiations pursuant to this article.
- iv. Any Reduced Duties Status agreement between the Employer and a Member will require the written approval of the Employer, the Member, and the Association, at least 30 days before the period of Reduced Duties Status commences.
- v. Notice of such an agreement will be furnished to the Association 30 days prior to the commencement of the Leave of Absence.
- vi. A Reduced Duties Status agreement may endure beyond the conclusion of the present Collective Agreement.
- vii. The Employer reserves the right to refuse any formal application on the basis of academic needs or financial interests.

ARTICLE 6 : ADMINISTRATION-ASSOCIATION COMMITTEE **(“JOINT COMMITTEE”)**

- 6.10 The Parties agree to establish a Joint Committee. The Joint Committee shall attempt to foster good communications and effective working relationships between the Parties. The Committee shall consider matters of mutual concern, but shall not substitute for, nor interfere with, regular procedures and decision-making procedures.
- 6.20 The Joint Committee shall not be a substitute for the process of grievance or arbitration and shall not consider matters concurrently under the grievance or arbitration procedures set forth in this Agreement.
- 6.30 The Joint Committee shall not have the power to add to, modify or amend this Agreement.

- 6.40 The Joint Committee shall determine its own operating procedures.
- 6.50.10 The Joint Committee shall consist of two (2) representatives of the Employer, including at least one member of the Board who is not a member ex-officio or through faculty or student appointment, and two (2) representatives of the Association, one of whom shall be a member of the Association Executive. The Parties may change their representatives from time to time, but recognize the value of maintaining continuity of membership.
- 6.50.20 In the event that the Employer or the Association, or both, is reduced to one or no representatives to the Joint Committee, the Party concerned will take steps to provide a full complement of representatives within 30 days of receiving Notice of the vacancy.
- 6.60 The Employer and the Association shall each select a Co-Chair of the Joint Committee. The Association Co-Chair shall serve as Chair of the Joint Committee from July 1 to December 31 of each calendar year, and the Employer Co-Chair shall serve as Chair from January 1 to June 30 of the calendar year.
- 6.70 The Chair shall call a meeting when business arises or upon request from the Association or Employer. The Chair shall set the agenda. The Co-Chair shall take minutes.
- 6.80 Minutes of each meeting of the Joint Committee shall be prepared and signed by the two Co-Chairs and circulated to the members of the Joint Committee, the President and the Association as soon as reasonably possible after adjournment.

ARTICLE 7 : OCCUPATIONAL HEALTH & SAFETY

- 7.10 The Parties agree that the health and safety of Members is an important mutual concern. The Parties agree that they shall cooperate in promoting the health and safety of the Members and in effecting compliance with the Nova Scotia Occupational Health and Safety Act (the "OHS Act").
- 7.20 The Employer and the Association agree to adhere to the provisions of the OHS Act. Members who have reason to believe that a work situation is likely to endanger them have the right to refuse unsafe work pursuant to and in accordance with the provisions of the OHS Act. A Member who refuses to work for health or safety reasons must exhaust all avenues under the OHS Act before filing a grievance under this Agreement.
- 7.30 Access to Treatment
- Where an injury occurs at the workplace, costs for the provision of emergency services above those covered by Provincial Health Services, the University's extended health care plan, EAP (as available), or other applicable insurance plans, will be covered by the Employer.
- 7.40 Access to Psychological Services and Counselling

The Employer agrees to reimburse the costs of psychological counseling, including psychiatric care when prescribed, for Members who have been involved, directly or indirectly, or who have witnessed a traumatic incident or traumatic events in the workplace, or in connection with the discharge of their duties as employees of the Employer.

ARTICLE 8 : NO STRIKES OR LOCK-OUTS

- 8.10 There shall be no strikes, work stoppages, slowdowns, or job action (collectively referred to as “strike”) by Members and/or by the Association during the currency of this Agreement, unless all the requirements, conditions and limitations set forth in the Nova Scotia Trade Union Act are adhered to. The Employer agrees that it will not lock out any Member or Members during the currency of this Agreement.
- 8.20 In the event that any employees of AST, other than Members, engage in a lawful strike or are locked-out, Members covered by this Agreement shall not be required to perform work nor to handle or to oversee work that would otherwise be done by such striking/locked-out employees.

ARTICLE 9 : VALIDITY

- 9.10 All provisions of the Agreement are subject to applicable laws now or hereafter in effect, including the Atlantic School of Theology Act (1974) and amendments to the Atlantic School of Theology Act. If any proclamation, regulation, federal or provincial law now existing or hereafter enacted shall invalidate any portion of the Agreement, the remainder of the Agreement shall not be invalidated.
- 9.20 The Parties agree that in the selection and review of the AST President and Dean, there shall be at least one Faculty Member who serves on the selection or review committee.
- 9.30 Any policies affecting Members introduced by the Employer, the Senate, and/or the AST Board of Governors, and the implementation of such policies, shall not be inconsistent with the provisions of this Collective Agreement.

9.40 Academic Governance and Collegiality

- 9.40.10 The Employer recognizes the right, privilege, and responsibility of Faculty Members and Professional Librarians to participate in the collegial processes of the University including, but not limited to, major planning exercises and initiatives. Faculty Members have a right to vote in Senate and Faculty meetings.
- 9.40.20 Should a conflict of interest exist for a Member, or for a representative of the Employer or of the Administration, with respect to a present or past marital, familial, sexual, or financial relationship, such conflict of interest must be declared. The University's Conflict of Interest Policy shall apply in all cases.

ARTICLE 10: ACADEMIC FREEDOM

10.10 Academic Freedom Members

10.10 Academic Freedom of Members

(a) The common good of society depends on the search for knowledge and its free exposition. Academic freedom in universities is essential to both these purposes in the teaching function of the University as well as in its scholarship and research.

(b) Members shall not be hindered or impeded in any way by the Employer or the Association from exercising their legal rights as citizens. Academic freedom does not confer legal immunity, nor does it diminish the responsibility of Members to meet their contractual obligations to the Employer. The parties to this Agreement agree that they will not infringe or abridge the academic freedom of any Member.

(c) Members are entitled to freedom in investigation, speculation, research activities, and in publishing and otherwise disseminating the results thereof; freedom in carrying out their professional responsibilities; freedom of teaching and of discussion; freedom to criticize the University, the Employer, the Administration, the Association, affiliated organizations and ecclesial bodies; and freedom from institutional censorship.

(d) Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. In exercising their academic freedom, Members have a responsibility to respect the academic freedom and rights of other persons within the University community.

(e) Given the Employer's commitment to ensuring that the AST library provides to the University community the opportunity to access all expressions of knowledge, intellectual activity, information and ideas (subject to the University's financial and physical resources and its policies on confidentiality), it is the responsibility of Members who are Professional Librarians to promote such access, and to resist responsibly any efforts to limit such access.

ARTICLE 11: ACADEMIC RIGHTS AND RESPONSIBILITIES

11.10 Access to Information

The Employer is committed to ensuring that the AST Library and its Information Technology capacities provide to the Association Members covered by this Agreement the opportunity to access all expressions of knowledge, intellectual activity, information and ideas, subject to the University's policies on confidentiality and its available financial or physical resources. This right to access to information carries with it the duty to use such information in a responsible way, consistent with fair and ethical dealings with students and colleagues, and consistent with the Employer's performance of its employment responsibilities.

11.20 Rights and Responsibilities of Faculty

11.20.10 The professional duties and responsibilities of Faculty Members shall be an appropriate combination of:

- (a) teaching;
- (b) scholarship;
- (c) service

The pattern of these responsibilities may vary from time to time and from individual to individual. The principal duties of Faculty Members shall be in areas (a) and (b) above. A Faculty Member who wishes to change the balance of duties and responsibilities must discuss the change with the Dean. The Dean has the authority to approve or deny a Faculty Member's request to change the balance of his or her duties and responsibilities.

11.20.20 Faculty Members should strive to contribute to their area of scholarship and to maintain and improve their effectiveness as teachers.

11.30 Teaching

Faculty have an obligation to make all reasonable efforts to develop and maintain their scholarly competence and effectiveness as teachers, and to perform teaching duties as specified under procedures outlined in this Collective Agreement. The Employer shall provide Faculty with the resources necessary to assist them in maintaining their competence and effectiveness as teachers.

11.40 Scholarship

Faculty Members are entitled and expected to engage in scholarship (as defined in Article 1.20), to show scholarly integrity and competence therein, and to disseminate the results of their scholarship or exhibit the results of their creative work.

It is the responsibility of Faculty Members to make the results of their scholarly activity available for review and assessment in a form in which it can be evaluated. The results and conclusions of scholarly activity shall normally be made accessible to the scholarly and general public through publication, public lectures or other means appropriate to the Faculty Member's area of expertise.

11.50 Service to the University, the Profession and the Community

11.50.10 Members have the right and the responsibility to participate in the functioning of Atlantic School of Theology. Members also have the right to participate in the Association. Further service responsibilities are outlined in Article 1.22. Members have the right and responsibility to participate in their profession and academic community through active membership on appropriate bodies, such as councils, committees, Senate, the Association, editorial boards, and as referees for the evaluation of scholarly work.

11.50.20 Community service involves participation in activities and organizations outside AST where the Faculty Member's academic, professional and/or research interests and competencies form the basis of such participation.

11.50.30 For purposes of this Agreement, recognition of Service to Association is limited to:

- (a) (i) one (1) course release for the President of the Association or as delegated otherwise by the President of the Association; and
- (ii) in a year when a collective agreement is negotiated, one (1) additional course release, to be used by the Association in whatever manner they see fit.

- (b) The Association shall be entitled to purchase course releases, or equivalent, at the sessional rate then in effect. The actual division of such course release shall be decided by the Association and the Association shall inform the Employer by May 1 of its intentions for the following academic year respecting the division of release time.
- (c) For all other Members, Service to the Association shall count as no more than 10% of their service obligation to AST in any one academic year.

11.60 Annual Report of Activities - Faculty Members

- 11.60.10 Purpose - Faculty Members' annual reports, and the Dean's responses, are to be used principally to encourage growth in Members' teaching ability and scholarly contribution. Such reports constitute formative, not summative, evaluations, intended to assist Members in their professional development goals.
- 11.60.20 Formal review processes for Faculty Members are outlined in Article 14 – Appointments and Article 15 – Renewal, Promotion, and Permanence.
- 11.60.30 Each Faculty Member shall submit one (1) copy of an annual report of activities to the Dean by May 31st of each academic year.
- 11.60.40 The Faculty Member's Annual Report shall include statements and indications of:
 - (a) Teaching responsibilities, including courses taught and the supervision of theses;
 - (b) Evidence of teaching effectiveness;
 - (c) Scholarly and other papers with full citation;
 - (d) Research and scholarly work in progress;
 - (e) Conference papers presented and/or conference participation;
 - (f) Awards and honours received;
 - (g) Research grants and contracts currently held or awarded, name of granting body, research title, amount awarded and the date awarded;
 - (h) Service, as defined in Article 1.22;
 - (i) Any other information that the Faculty Member deems relevant, including future plans for sabbatical leave.
- 11.60.50 The Dean shall convene a meeting with the Faculty Member to discuss the annual report. This supervisory meeting shall review the report and Dean's responses to the Member's work.
- 11.60.60 One (1) copy of the Dean's written comments (if any) shall be sent to the Faculty Member. Such comments will recognize the Faculty Member's achievements and

identify areas for development and areas of concern in the Faculty Member's teaching, scholarly activity and academic responsibilities, taking into account the Faculty Member's workload and career stage.

11.60.70 The Annual Report and the Dean's response shall be kept in the Faculty Member's official file.

11.60.80 In describing their scholarship in their annual reports, Faculty Members shall use the citation or referencing system that is appropriate to their discipline or subdiscipline. That information must include, however, the date of publication, the title of the publication, the journal title in full (not abbreviated), the volume number and both the start and finish page numbers. In the case of books, the Faculty Member should indicate the name and location of the publisher; for book chapters the Faculty Member should also include the title of the chapter, the page numbers, the names of the editors, and the title of the book in which the chapter is contained. If any of the above are listed as being submitted or in press, the date (month and year) of submission or acceptance should be given. If any of the above are electronic publications, the URL for the publication should be listed.

The Faculty Member must provide a copy of an editor's letter (or equivalent) requesting, commissioning, or accepting any publication.

11.60.90 The material listed under Scholarship in Article 11.60.80 may be abstracted and compiled by the Dean or his/her confidential delegate, to prepare statistical and aggregate data for reporting purposes to internal and external bodies and agencies.

11.70 Annual Report of Activities – Librarians

11.70.10 Purpose – Librarian Members' annual reports, and the Dean's responses, are to be used principally to encourage growth in Members' professional development. Such reports constitute formative, not summative, evaluations, intended to assist Members in their professional development goals.

11.70.20 The annual report for Professional Librarians may include the following information, as applicable:

- contribution to the library profession;
- service with committees within and beyond the University;

- development and delivery of educational programmes, including workshops and in-class teaching of students;
- innovations in information technology;
- administrative responsibilities, including supervision and training of staff;
- courses, workshops or seminars completed;
- conference presentations and/or participation;
- work in progress;
- publications;
- degrees, diplomas and/or certificates awarded or in progress and the expected date of completion.

11.70.30 Each Professional Librarian shall submit to the Dean one (1) copy of an annual report of activities by October 31 of each year. The annual report shall include a statement of activities for the period from the previous September 1 to August 31. The Dean shall convene a meeting with the Librarian Member to discuss the annual report. This meeting shall review the report and the Dean's responses to the Member's work. One copy of the Dean's written comments (if any) shall be sent to the Professional Librarian. The Annual Report and the Dean's feedback shall be kept in the Professional Librarian's official file.

11.80 Security of Personal and Professional Communications

11.80.10 Members have the right to privacy in their personal and professional communications and files, whether on paper or in electronic form, subject to the *Freedom of Information and Protection of Privacy Act* (FOIPOP) and any other legal requirement. The President may authorize access to a Member's computing and network account(s) with the Employer if there are reasonable grounds to believe that the Member may be engaging in illegal activity or threatening the security and integrity of the computing or network facilities, violating any software licensing agreement, or attempting to access another user's account or data without that user's permission.

11.80.20 Notwithstanding Article 11.80.10, the Employer retains the right to administer its information technology system to block, intercept, prevent or limit the sending or receipt of unsolicited communications and files. The sole purpose of this Article is to enable the Employer to filter spam, viruses and other similar malicious communications and files.

11.80.30 Recognizing the limits inherent in all systems, the Employer shall maintain a system of internal controls and procedures designed to provide reasonable

assurance that information systems established and supported by the Employer are secured against loss, unauthorized use/access/destruction/ modification.

- 11.80.40 The Employer shall develop and maintain a technology usage policy that secures the integrity of its technology and identifies the rights and obligations of all users.
- 11.80.50 Member files and personal communications, including those that are stored or transferred electronically on University computer systems, are private. The Parties recognize the customary practice in Canadian universities, related to the norms of academic freedom, whereby most records, documents, and communications created by academic staff are not in the custody or control of university employers, with the exception of records of student progress and evaluation, files and/or communications produced by the Member on any occasion when representing the University at the specific request of the Employer and with items created or received in connection with fulfilling administrative work for the University.
- 11.80.60 The Parties recognize that the safety of Members, staff, students and the general public may require the violation of individual privacy through the installation of video cameras, audio recorders or other monitoring devices in public access areas of the campus such as parking lots and garages, walkways, building entrances, exits and hallways. Any area subject to such surveillance shall be identified by a posted notice to that effect.
- 11.80.70 Before surveillance devices are installed, the Employer shall seek the advice of the Administration-Association Joint Committee to determine the necessity of, and the appropriate location for, the placement of such monitoring devices.
- 11.80.80 Video cameras, audio recorders or other monitoring devices which are used for surveillance purposes shall not be used in classrooms without the Association's consent. The Association's consent shall not be unreasonably denied. These surveillance devices shall not be placed within a Member's office, or analogous personal work space without the consent of that Member, in consultation with the Association. Any area subject to such surveillance must be identified by a posted notice to that effect.
- 11.80.90 The Employer agrees that no information captured through surveillance will be used for evaluation purposes.

ARTICLE 12 : RIGHTS AND RESPONSIBILITIES OF LIBRARIANS

- 12.10 Professional Librarians further the pursuit and dissemination of knowledge and understanding through the application of their professional expertise. The three elements which constitute a Professional Librarian's workload at AST are:

- a. Professional Practice;
- b. Professional Development Activity;
- c. Service.

The patterns of these responsibilities may vary from individual to individual and from time to time, taking into account that the principal duties will be in the area of Professional Practice.

12.20 Professional practice may include the following:

- a. participating in the effective operation of the Library and to carry out the duties and responsibilities of the Librarian's position;
- b. providing assistance in curriculum development and the development of courses;
- c. providing support of Faculty research and teaching;
- d. providing support of student research and learning;
- e. providing consultation and research assistance to Library users;
- f. providing instructional services to improve the information literacy skills of the students and the employees of the University;
 - i) by instructing/teaching based on the needs and requirements of students, and employees of the University; and
 - ii) by providing and contributing to the creation, content, and implementation of instructional sessions and programs. This may include but is not limited to: preparation of bibliographies, library guides, instructional guides and Electronically Mediated instruction.
- g. selecting, acquiring, and organizing information resources, using applicable bibliographic standards, subject to Library budget limitations;
- h. developing and managing Library collections, information systems, and service programs;
- i. promoting library services and programs;
- j. developing and implementing Library policies and procedures.

12.30 Professional Development Activity

Professional Librarian Members are expected to develop and maintain their professional competence and effectiveness. Professional Development Activity, including research and study, plays an important role in enhancing and maintaining competence and effectiveness, as well as contributing to the reputation of the University, the profession and the individual. This may be achieved through a range of activities including, but not limited to: attendance/participation at conferences and workshops; taking specialized courses and programs; scholarly contribution to the disciplines of librarianship or other relevant disciplines; serving as editor or reviewer of papers for journals; giving

workshops/presentations at conferences; and executive roles in organizations. The Employer commits to providing Librarians with support for the pursuit of such activities.

- 12.40 Service to the University, the Association, the profession of librarianship, and Community.

Consistent with their principal duties, Professional Librarian Members have the right and responsibility to participate in University governance through election or appointment to the governing bodies, committees and councils in the Association and in the work of outside academic and professional organizations related to their discipline and the wider community.

- 12.50 The scheduling of professional duties and responsibilities, for example, the timing of shifts, shall be done by the Library Chair in consultation with the Dean and other Librarian Members. This scheduling shall be based on a fair allocation of professional duties among all Librarian Members.

ARTICLE 13 : NO DISCRIMINATION

- 13.10 The Parties agree that, in the hiring and employment of Members, in accordance with the Nova Scotia Human Rights Act, the Employer shall not discriminate on the basis of any prohibited ground of discrimination set forth in the Nova Scotia Human Rights Act, subject to the defences and exemptions set forth in the Human Rights Act and at common law.
- 13.20 The Parties also agree that the Parties shall not discriminate against or among Members on the basis of membership or non-membership or activity in the Association or in any other lawful organization.
- 13.30 The Parties and the affected Member(s) agree that they each have obligations in finding and implementing an applicable reasonable accommodation, to the point of undue hardship.

ARTICLE 14 : APPOINTMENTS

14.10 Categories of Appointment – Faculty Members

14.10.10 Tenure Track Appointments

Tenure Track Appointments are made in three cases:

- (a) The initial employment of a full-time Faculty Member for a three-year contract, renewable upon completion of a successful review as outlined in Article 15 - Renewal, Promotion, and Permanence. Such persons will be notified when appointed that they will become eligible for promotion, renewal, and tenure if all appropriate conditions are met. The letter of appointment in this case will specify the rank, course load, and other benefits and responsibilities of the Member.
- (b) a second three-year contract offered to persons who have completed an initial three-year contract at AST and after successful review may qualify for the granting of promotion and tenure; or
- (c) a contract of not more than three years offered to persons who are considered to have sufficient experience and qualifications to be considered for tenure after a minimum of one year of service at AST. Such persons will be eligible to apply for promotion and tenure within the term of this contract.

14.10.20 Time-limited Appointments

Time-limited Appointments are made in order to address a number of circumstances:

- (a) The employment of a full-time Faculty Member for a non-renewable contract not exceeding three years. The letter of appointment in this case will specify the rank, course load, and other benefits and responsibilities of the Member. Such appointments will be made only in cases of time-limited need created by a Faculty Member's temporary absence. The Parties agree that all terms of this Agreement shall apply to persons appointed under this clause,
- (b) The employment of a part-time Faculty Member for a non-renewable contract not exceeding three years. The letter of appointment in this case will specify the rank, course load, and other benefits and responsibilities of the Member. Such appointments will be made only in cases of time-limited need created by a Faculty Member's temporary absence or change in employment status. The Parties agree that all terms of this Agreement shall apply to persons appointed under this clause, with pro-rated adjustments to terms as required.

- (c) The appointment by the Dean of qualified persons to teach a specific course or courses in a specified academic term. Such appointments are not full-time and may not exceed the equivalent of two courses per academic year. Such persons may be designated “Sessional Instructors” or another title as agreed between the instructor and the Dean.
- i. When an appointment under (b) is made, the Dean shall inform the Faculty of the name of the individual, the area(s) of specialization, and the courses the individual is qualified to teach. A copy of such an individual’s file shall be made available to the Association for viewing, with private information removed.
 - ii. It is agreed by the parties to this Agreement that such appointments may be used to fill in for course releases or sabbaticals.
 - iii. Qualifications, area(s) of specialization, and student evaluations of such appointees shall be reviewed, after initial appointment, once every three (3) years by the Dean and two tenured Faculty Members, at least one of whom must teach in the relevant subject area.
 - iv. Ongoing appointment of an individual is subject to a successful review. The Dean may also opt to interview the individual to ascertain suitability for further appointment. The Dean’s decision on re-appointment shall be communicated to the Faculty. If the Faculty Members involved in the review process set out in subparagraph (iv) and the Dean do not agree then the matter shall be referred to the President, who shall make a determination after consulting with both Dean and the Faculty who teach in the subject area.

14.10.30 Adjunct Appointments

- a. The Dean, from time to time, may appoint persons as Adjunct Professors when such persons are in a teaching or supervisory relationship with AST on an ongoing (or multiyear) basis. Such appointments are not full-time and may not exceed the equivalent of two courses per academic year.
- b. It is agreed by the parties to this Agreement that the employment of Adjunct Professors may be used to fill in for course releases or sabbaticals. Qualifications, area(s) of specialization, and student evaluations of such appointees shall be reviewed, after initial appointment, once every three (3) years by the Dean and two tenured

Faculty Members, at least one of whom must teach in the relevant subject area.

14.10.40 Teaching by the Dean and the President of AST

From time to time, the Dean and/or the President may choose to teach at their own discretion.

14.10.50 Visiting Professors

The President in consultation with the Dean and Faculty may accept offers from persons not employed by AST to teach up to two courses in a single academic year. Such persons will not receive compensation from AST, but may be furnished with an office and equipment at the discretion of the Employer. It is agreed by the parties to this Agreement that the appointment of Visiting Professors may be used to fill in for course releases or sabbaticals. No person shall be appointed as a Visiting Professor for more than twelve consecutive months.

14.20 Procedures for Appointment

It is understood and agreed that all appointments are first subject to all laws of the land including Canadian immigration regulations and subject also to any consensus arrived at among Canadian universities pertaining to priority consideration for Canadian applicants. Subject to the foregoing, the following procedure shall be used in making full-time academic appointments:

- (a) Total desired Faculty complement shall be established by the Board of Governors, after consultation with the President, Dean, and Senate.
- (b) Where increases in the teaching faculty complement are contemplated, the President or his/her designate shall notify all Faculty of the number of new positions that are anticipated and invite formal submissions and recommendations from Faculty. Where downward adjustments are contemplated, the President or his/her designate shall notify the Association in writing and invite formal submissions and recommendations from the Association. The Board of Governors shall consider Association submissions and recommendations at a meeting that is not held in camera before arriving at a decision with respect to reductions in faculty complement, and shall communicate its decision(s), with reasons, in writing to the Administration and Association by means of a non-confidential statement. Such a decision shall be in alignment with the University's Academic and Strategic Plans.

- (c) The President or his/her designate shall inform the Senate and Board of Governors of the existence of any vacancies or expected vacancies as soon as they become known. Vacancies shall be advertised in relevant Canadian academic, ecclesial, and professional journals, including the *CAUT Bulletin* and *University Affairs*, as well as in relevant non-Canadian academic, ecclesial, and professional journals as appropriate. Such advertisements shall be prepared and disseminated by the President or his/her designate in consultation with the Senate and Board of Governors. The President or his/her designate shall strike an Academic Search Committee in consultation with the Senate, Board of Governors, and Student Union.
- (d) The responsibilities of the Academic Search Committee shall be to review the dossiers, which shall include the candidate's letter of application, *curriculum vitae*, and at least three letters of reference; to determine a short list of applicants; to interview candidates; and to recommend a candidate for appointment.
- (e) Applications for appointment shall be directed to the President's office. The President's office shall make all the applications and dossiers available to the Dean and members of the Faculty Council.
- (f) The Search Committee shall establish a short list of up to four (4) recommended applicants for each position. Establishment of the short list and the ranking of the applicants on it shall be based solely on academic merit and teaching capability, congruent with the advertised position description. The President or his/her designate shall provide this short list to representatives of those ecclesial bodies that constitute the Founding Parties of Atlantic School of Theology and ask for their comments.
- (g) The President or his/her designate shall arrange for interviews of each shortlisted candidate by the Search Committee and, where possible, meetings between the candidates and the Dean, the President, students, members of the Faculty Council and the Association. Notice of such meetings shall be circulated to all persons concerned through internal mail at least one week prior to the meeting.
- (h) Following majority approval, the Search Committee shall recommend a specific candidate at a specific year in a rank, consistent with the criteria in Article 16, and any special conditions for appointment, to the President or his/her designate with a rationale for the candidate's suitability for the appointment at that rank.

Appropriate credit for relevant equivalent service in equal ranks at other recognized universities (provided that the qualifications of the individual are at least equal to the minimum requirements for the equivalent rank at AST) and relevant equivalent professional experience shall be recommended by the Search Committee and determined when and if the President or his/her designate recommends the appointment.

- (i) Subject to subsection (j), the President or his/her designate shall submit the Search Committee's recommendation to the Board of Governors. Such a recommendation should include an explanation of why the Search Committee believes the recommended candidate is best suited for the position, and a clear rationale for the proposed rank and step. In cases where an individual who is not a Canadian citizen or landed immigrant is being recommended, the recommendation shall also indicate why applicants who were Canadian citizens or landed immigrants did not meet the minimum qualifications as laid out in the advertisement for the position.
- (j) The President or his/her designate shall conduct an evaluation of the Search Committee's recommended candidate and submit to the Board of Governors his/her recommendation. Such a recommendation shall provide an explanation of why the President or his/her designate either agrees or disagrees with the Search Committee's recommendation.
- (k) The final decision on the appointment shall be made by the Board of Governors.
- (l) Preliminary negotiations of the terms of the appointment shall be the responsibility of the Dean and/or President or his/her designate.
- (m) No candidate shall be appointed without adherence to the procedures outlined in this Article.

14.30 Tenure-Track Appointments

Faculty Members taking up a full-time University appointment under the terms set by Article 14.10.10 shall be given an initial Tenure-Track appointment of three (3) years to be followed, if the appointment is renewed, by a second Tenure-Track appointment of three (3) years.

Appointments to the rank of Assistant Professor shall ordinarily be Tenure-Track appointments. Appointments to the rank of Associate Professor or Professor may be tenured appointments.

14.40 Mode of Appointment

The President or his/her designate shall provide to each new Faculty Member a letter of appointment which shall include the following:

- (a) the effective date of the appointment. Salary step increments for initial appointment will be effective not more than twelve months after appointment. Subsequent salary step increments for all appointees will take effect April 1 of each year;

- (b) the terminating date of the appointment;
- (c) the category of the appointment, specifying the sub-clause of Article 14.10 under which the appointment is made;
- (d) the rank, year in rank, and salary of the Faculty Member as of the effective date of the appointment as determined by placement on the effective salary scale;
- (e) any special conditions (see Article 14.20(h) above);
- (f) the number of years of credit for prior service, as reflected in the appointee's year in rank, that will count toward eligibility for promotion to the next higher rank (see Article 15.30).

14.50 Rank of New Appointments

14.50.10 The credit given to prior service in determining years in rank upon appointment shall count as service or years in rank at the University for the purposes of Article 15.30 and may be considered a factor in determining possible early consideration for tenure pursuant to the provisions of Article 15.30.30. However, unless otherwise specifically expressed, such credit shall not apply to any other matter for which by this Agreement service is a requirement or benefit.

14.50.20 The terms of appointment on rank and year in rank shall be reflected by placement on the salary scale (see Article 21) at a level no lower than that corresponding with such rank and year in rank (e.g. the placement on the salary scale of a Faculty Member who on appointment at the Assistant Professor rank received credit for two years of prior relevant equivalent service and/or equivalent professional experience shall in the first year of his/her appointment be at the Assistant Professor - Level 3 point on the salary scale).

14.60 Records of Appointment

14.60.10 One copy of the letter of appointment shall be kept by the Administration, a second by the person appointed, and a third by the Association. It is understood and agreed that the letter and the information provided therein will be held in confidence by the Administration and the Association.

14.60.20 Each letter of appointment shall be accompanied by a copy of this Agreement and shall contain a statement that the appointment is subject to the terms and conditions of the Agreement.

14.70 Termination of Appointment

14.70.10 Employment may be terminated by mutual agreement in writing at any time.

- 14.70.20 If a Member wishes to terminate his/her employment, he/she shall give notice to the President, in writing, not less than six months prior to the date on which the termination is to become effective. Notice of termination by the Employer shall be in writing and be signed by the President. Cause must be indicated in such a letter and must cohere with the laws of the Province of Nova Scotia. Such termination may be grieved by the Member(s) involved, by the Association, or by agents representing the Association.
- 14.70.30 A Member in receipt of an offer of renewal of appointment from the Employer must communicate his/her acceptance or rejection of this offer in writing to the President not later than March 1st of the calendar year in which the renewed appointment would become effective, or thirty days after the offer of renewal of appointment is extended, whichever comes last.
- 14.70.40 If the Member fails to so communicate his/her acceptance or rejection within the timeline indicated in Article 14.70.30, he/she shall be deemed to have rejected the offer and his/her appointment shall terminate at the end of his/her current term.

14.80 Tenure

Tenure means permanency of appointment up to termination of employment and is subject to the right of the Employer to dismiss for cause in accordance with the provisions and procedures stipulated in Article 24. Permanency of appointment includes entitlement, during the appointment, to all rights, benefits and privileges specified in the Agreement.

14.90 Appointment – Professional Librarians

- 14.90.10 Whenever a vacancy occurs among Professional Librarians or whenever a new professional position is created, the Dean, in consultation with the Library Council, shall advertise the position within thirty (30) days.
- 14.90.20 Applications for appointment will be directed to the Dean who shall establish a list of all applicants.
- 14.90.30 A Search Committee shall be formed, comprised of the Dean (who shall serve as Chairperson), a member of the Faculty, a representative of the Professional Librarians and up to one other person appointed by the President.
- 14.90.40 The Search Committee shall examine all dossiers, including proof of qualifications, treating them as confidential documents, and establish a short list of up to four (4) candidates.

- 14.90.50 The Dean shall arrange for interviews of the short-listed candidates. Notice of such interviews shall be circulated to all members of the Search Committee at least one (1) week prior to their occurrence.
- 14.90.60 (a) The Search Committee shall interview all short-listed candidates, and shall recommend in writing a specific candidate at a specific year in a rank, consistent with the criteria in Article 16.20, and any special conditions for appointment, to the Dean with a rationale for the candidate's suitability for the appointment at that rank.
- (b) The Dean shall then recommend this candidate to the President. The Dean shall also provide a written recommendation, including an explanation of why he/she agrees or disagrees with the Search Committee's recommendation.
- (c) The President shall then either appoint the candidate, or decline the recommendations and direct the Search Committee to undertake a new search.
- 14.90.70 The Dean shall, in consultation with the President, negotiate the terms of the appointment with the successful candidate.
- 14.90.80 Each new Professional Librarian and the President of the Association shall receive from the Employer a letter of appointment which shall include the following:
- (a) the effective date of the appointment;
- (b) the terminating date of the appointment in the case of an appointment for a limited term;
- (c) the rank and salary of the Professional Librarian as of the effective date of the appointment.
- 14.90.90 Each letter of appointment shall be accompanied by a copy of this agreement.
- 14.90.100 New Professional Librarians, other than those appointed for a limited term, will be considered as probationary employees until they have been employed for a period of one (1) year. During the probationary period, progress appraisals will be performed by the Dean at least twice, the results of which will be communicated to the Professional Librarian in writing and placed in his/her personnel file. Consecutive with the final performance appraisal, the opinion of the other Professional Librarians will be sought on the appropriateness of the candidate for confirmation. A Professional Librarian may be confirmed at any time during the probationary period.
- 14.90.110 If a Professional Librarian, other than a probationary librarian as defined in Article 14.90.100, wishes to terminate his/her employment, he/she shall give at least one (1) month's notice in writing to the Dean, with a copy to the Library Chair. However, employment may be terminated by mutual agreement in writing at any time.

14.100 Relocation Expenses

14.100.10 Each Tenure-Track or Tenured Faculty and Professional Librarian appointee shall be entitled to Reimbursement for relocation, as per the University's Recruitment Travel policy as approved by the Board of Governors on 10 April 2007, with the following additional provisions:

(a) each full-time appointee shall be entitled to reimbursement, upon provision of receipts, for travel costs for him/herself and dependants from the appointee's place of residence to Halifax, Nova Scotia, for actual costs up to the amount of economy airfare or actual costs of road/rail transportation (not per kilometre rate); and upon provision of receipts, he/she shall be entitled in addition to receive up to:

- (i) two thousand dollars (\$2,000) for a pre-reporting trip to conduct a housing search or make other arrangements; and
- (ii) six thousand dollars (\$6,000) for moving expenses including professional movers and other items.

(b) these limits may be increased with the approval of the President.

14.100.20 Any relocation expenses paid pursuant to this clause shall be reimbursed by the Member on a pro-rated basis if he/she does not serve the entire original appointment term, unless they are unable to complete the term due to death or disability.

14.110 Cultivation of a Diverse Complement of Faculty and Professional Librarians

14.110.10 The parties to this Agreement believe in the importance of having a complement of Faculty and Professional Librarians that is diverse in such areas as gender, race, age, physical ability, and ethnicity.

14.110.20 Prior to making any appointment, the Employer shall make an attempt to recruit a diversity of candidates. Particular attention shall be given to encourage applications by persons from populations that have been historically underrepresented in Canadian higher education.

14.110.30 Evaluation of candidates shall be based solely on the requirements of the prospective job, including denominational requirements, for Faculty Members as per Articles 16.10.10 and 16.10.20 and for Professional Librarians as per Article 16.20.30. The candidate who is clearly the best shall be recommended, but when candidates are judged to be equal, the best candidate from a population that has been historically underrepresented in Canadian higher education shall be recommended.

14.110.40 In reviewing a Search Committee's recommendation, the President, or the Dean when the appointment is to a Professional Librarian position, shall consider the recommendation in the context of the requirements outlined in Articles 14.110.10

through 14.110.30.

14.120 Conflict of Interest in Appointment, Renewal, Promotion, and Tenure Processes

14.120.10 No person shall participate in procedures for appointment, renewal, promotion, or tenure of an individual with whom that person has an immediate marital, familial, sexual, or significant financial relationship. Persons having such a conflict(s) of interest shall notify the President or Chairperson of the Board of Governors in writing that he/she has a conflict of interest under this Article and shall withdraw from the process. The specific nature of the conflict of interest need not be disclosed.

14.120.20 When and as needed, the University's Conflict of Interest Policy shall be exercised.

ARTICLE 15 : RENEWAL, PROMOTION AND PERMANENCE

15.10 Renewal, Promotion and Tenure - Faculty

15.10.10 APPLICATION PROCESS AND FACULTY REVIEW COMMITTEE

(a) **NOTICE OF ELIGIBILITY**

No later than the regularly scheduled January Senate meeting, the Dean shall advise the President and Senate of the names of Faculty Members who will be eligible for renewal of appointment, promotion, and/or regular tenure consideration in the ensuing academic year.

(b) **IMPACT OF LEAVE OF ABSENCE**

Faculty Members holding an appointment under Article 14.10.10 who are eligible for consideration for renewal or tenure under Articles 15.20 and 15.40, respectively, and who received any leave approved by the Employer that exceeds three months during the term of their appointment, may be granted upon their request up to a one-year deferral of such consideration, and up to a one-year extension of their existing contracts but only if the leave or leave of absence could reasonably have been said to have interfered with their ability to perform their duties as a faculty member. Such requests shall not be unreasonably denied.

(c) **PERSONS INELIGIBLE FOR CONSIDERATION**

The following categories of persons are not eligible for consideration for renewal, promotion, or tenure:

- i) persons holding Time-Limited Appointments;
- ii) Faculty Members holding contracts with a special condition or conditions requiring the fulfilment of an obligation before renewal, promotion or tenure can be granted, except in a situation where, in the view of the Dean and the Faculty Council, the Faculty Member

has achieved significant academic performance.

(d) SOURCE OF APPLICATIONS

Applications for promotion, tenure, accelerated promotion or early consideration of tenure, including supporting material as defined in Article 15.10.30, are the responsibility of the Faculty Member.

(e) FACULTY REVIEW COMMITTEE MEMBERSHIP

A Faculty Review Committee appointed by the Senate shall review the qualifications and performance of each Faculty Member applying for renewal of appointment, promotion, or tenure. The Review Committee shall be composed of the following members:

- (i) the Academic Dean, ex officio, who shall Chair the committee;
- (ii) the President as an ex officio, non-voting member, who may attend meetings as she or he determines;
- (iii) one non-Faculty, non-student member of Senate, to be elected by the Senate for a two year term;
- (iv) a minimum of one and a maximum of two tenured Faculty Members, elected by Faculty Council to serve a two-year term;
- (v) one faculty member from another University; and
- (vi) one AST student, to serve for one year. The Student Union shall nominate at least two persons for membership from which the Senate will select one.

(f) ADVOCATE FOR MEMBER

A Faculty Member under review may, in his or her discretion, appoint a Faculty Member to be his or her Advocate. The role of the Advocate is to ensure that the review procedures set out in this article are followed, but shall not discuss with the Faculty Member under review the deliberations of the Review Committee. The Advocate may not participate in any manner in the deliberations of the Review Committee, but shall have the right to communicate her/his observations to the Chairperson between meetings, or if deemed necessary, to request a recess in the proceedings of a given meeting for the purpose of communicating with the Chairperson of the Review Committee. The Advocate shall receive a copy of the recommendations of the Review Committee sent to the President pursuant to Article 15.40.50. The Advocate may report directly to the President after the Review Committee has made its report to the Board of Governors, if the Advocate considers the review procedures were not followed. An Advocate shall participate only in those matters affecting or respecting the Faculty Member who appointed him or her.

15.10.20 SCHEDULE FOR REVIEW PROCESSES

Review processes shall be completed according to the following schedule:

March

- (a) Arrangements for reviews for renewal, promotion, and/or tenure shall commence in March.
- (b) By March 15, all requests for consideration for renewal, promotion, and/or tenure, must be received by the President.
- (c) Faculty Members who are eligible to apply for tenure and promotion at the same time may submit one application file to be considered for both. Although application for promotion and tenure may be made at the same time, the different criteria laid out in this Article for promotion and tenure, respectively, must be followed for each consideration.

May

- (a) By May 15, the Faculty Member under review must submit the name of his or her Advocate, if any, in writing to the Faculty Review Committee.
- (b) By May 31, the Senate shall nominate a Faculty member from another University who will serve as a member of the Review Committee and advise the Faculty Member under review, in writing, of the name of that person.
- (c) By May 31, the Faculty Member under review shall submit to the Review Committee all materials due from the Member as specified in Article 15.10.30 and, if applicable, in Article 15.10.40.
- (d) By May 31, if the review is for tenure, the Member shall also submit the names of three scholars (Assessors) who would be able to assess the Member according to the criteria set forth in this Agreement.
- (e) The Review Committee may contact additional external assessor(s) to assess the Member according to the criteria set forth in this Agreement, and shall provide the names of the assessor(s) to the Member prior to the assessment occurring. The Review Committee may provide materials from the candidate's file, as appropriate, to the external assessor(s).

June

- (a) By June 15, the Faculty Member under review shall signify in writing his or her agreement or disagreement to the Faculty member from another University nominated to serve as a member of the Review Committee.
- (b) The Review Committee shall select a sampling of students in course and graduates from the lists supplied by the Faculty Member under review.
- (c) Invitations to assess the Faculty Member, on the basis of the criteria for

review, promotion, or tenure as set forth in this Agreement, are mailed to the selected students and graduates, to all permanent Faculty Members, to sessional faculty and field supervisors (if applicable) with knowledge of the work of the Member under review, and to outside Assessors when required. All external mailing requesting a reply must contain a self-addressed, stamped envelope.

- (d) All requested assessment and materials must be received by the Review Committee no later than September 30.

September and October

- (a) The President shall provide the Review Committee with materials pertinent to the review, as specified in Article 15.10.30.
- (b) The Review Committee shall arrange for classroom visits, consider the material submitted for the review, plan for its interview with the Faculty Member under review, and conduct such interview.

15.10.30 MATERIALS TO BE PROVIDED TO THE REVIEW COMMITTEE – IN ALL CASES

- (a) The preparation of applications for renewal, tenure or promotion is the responsibility of the Faculty Member. In considering candidates for renewal, promotion or tenure, the Faculty Review Committee shall examine the following material as provided by the candidate:
 - (i) a detailed and up-to-date *curriculum vitae* and Annual Reports. The Chair of the Review Committee may provide appropriate assistance in developing these items, including instructions as to the desired format for the c.v., if necessary;
 - (ii) a teaching dossier that is based on Articles 15.50.20, 15.50.70 and 15.60.10, and other evidence of teaching effectiveness which the candidate may consider relevant;
 - (iii) a brief statement explaining the candidate's current scholarship and its relationship to past and planned research;
 - (iv) examples of scholarship, including copies of publications;
 - (v) class lists of students from two elective and one foundation course;
 - (vi) a list of field supervisors with whom he or she has worked (if applicable);
 - (vii) an account of the Faculty Member's involvement in areas of service;
 - (viii) comments on the Member's time and teaching at AST (and SMU, if applicable) in accordance with the criteria set forth in this Agreement; and
 - (ix) other elements which the candidate may consider relevant.

(b) Further, the President shall provide the Review Committee with the following items from the file of the Faculty Member under review:

- (i) Annual Reports of activity submitted by the Faculty Member under review from the time of that Member's last review;
- (ii) any report of the Academic Dean and the Review Committee from the Faculty Member's last review, if any;
- (iii) any recommendation made to the Board of Governors by the President following a previous review, if any;
- (iv) the record of any action taken by the Board of Governors as a result of a previous review, if any.

The Review Committee shall select a sampling of student survey instruments available from the Dean's office relating to the courses taught by the Faculty Member under review.

15.10.40 MATERIALS TO BE PROVIDED TO THE REVIEW COMMITTEE – IN CASES OF PROMOTION OR TENURE

- (a) In the case of promotion or tenure, the Review Committee shall also examine, in addition to the materials outlined in Article 15.10.30, assessments of the candidate's teaching, scholarship, service, professional standing, and other appropriate contributions to his or her discipline or subdiscipline.
- (b) The assessments shall be obtained by the Dean from students, alumni/ae, Faculty, and (where possible) external scholars. External Assessors, when available, are requested to provide an independent assessment of a candidate and therefore former supervisors, co-authors, or close associates shall not be approached.
- (c) In cases where a candidate is being considered for both promotion and tenure in the same year, assessments for promotion and tenure may be obtained from the same persons in a single assessment encompassing an evaluation of the candidate on criteria for both promotion and tenure.
- (d) External assessments are to be solicited in writing and provided in writing. The candidate and the Review Committee are to be provided with copies of the external referees' assessments without attribution to the referees' name and institutional affiliation.
- (e) The Dean shall accompany the written solicitation for external referees with copies of Articles 1.20, 1.20.1, 15.10.90, 15.30, 15.40, as appropriate, and 16.10 as well as copies of the items listed in 15.10.30(a). The Dean shall not provide the external referee with any of the materials identified in 15.10.30(b). The Dean shall also accompany the solicitation with the Member's curriculum vitae, the Member's statement to the Review Committee and a statement of the policy criteria.
- (f) Anonymous assessments, in writing or otherwise, shall be explicitly excluded from consideration.
- (g) Further, the Faculty Member shall provide copies of publications to the Review

Committee.

15.10.50 EXTERNAL ASSESSORS

For tenure and for promotion to full professorship reviews, the Review Committee shall seek external Assessors;

- (a) The Review Committee may seek outside assessment for a non-tenure review;
- (b) In the event that the Review Committee determines that it requires external Assessors, the Chair of the Review Committee shall notify the Faculty Member under review and so advise;
- (c) If a Faculty Member is so advised by the Chair of the Review Committee, he or she shall provide the Review Committee with the names of the external Assessors who would be able to assess the Faculty Member according to the criteria set forth in this Agreement;
- (d) The Review Committee shall contact one or more of the persons identified pursuant to (c) above requesting their written assessment of the Faculty Member under review.
- (e) The Review Committee reserves the right to request any assessor, scholar, or qualified person with expertise and knowledge of the Faculty Member and/or the subject area, to provide an assessment of the faculty member based on the criteria set forth in this Agreement.

15.10.60 INTERVIEWS

- (a) The Review Committee shall arrange for an interview with the Faculty Member under review;
- (b) During the interview the members of the Review Committee may discuss with the faculty member his or her *curriculum vitae*, the Faculty Member's annual report of activities, responses from outside Assessors (where applicable), responses from AST Faculty Members, responses from AST or SMU students and graduates and student end of term course evaluations considered by the Review Committee.

15.10.70 CLASSROOM VISITS

- (a) One or more members of the Review Committee shall visit the classroom of a Faculty Member under review for the purpose of observation of the Faculty Member's teaching.
- (b) The timing of the classroom visit shall be arranged with the Faculty Member under review.
- (c) Following the classroom visit, the member or members of the Review Committee shall submit a written report of their observations to the Review Committee.

- (d) The Review Committee reserves the right to waive the requirement for a classroom visit.

15.10.80 RIGHTS OF FACULTY MEMBER TO PARTICIPATE IN THE REVIEW

- (a) All material submitted to the Review Committee shall be shown to the Faculty Member under review with identifiers and names of reviewers removed.
- (b) A Faculty Member under review may request to see the name or signature on any or all review materials by request to the Chair of the Review Committee, with the exception of the names, signifiers and signatures of students in course at AST or SMU.
- (c) All inquiries about the work of the Review Committee by a Faculty Member under review shall be put solely to the Chair of the Review Committee
- (d) The Faculty member may, in his or her discretion, have his or her Advocate present information to the Chair of the Review Committee.

15.10.85 CONFIDENTIALITY

- (a) Material collected by the process of review is available only to the members of the Review Committee and for its use.
- (b) No unsigned (anonymous) material will be accepted by the Review Committee, including end of term evaluations made by students.
- (c) Members of the Review Committee will consider any review materials which are signed by the reviewer.
- (d) Deliberations and recommendations of the Review Committee are confidential to its members and to those to whom its recommendations are given.

15.10.90 CRITERIA FOR ASSESSMENT

- (a) Among the criteria which the Faculty Review Committee must consider in making an assessment of a candidate are the following:
 - i. quality and effectiveness in teaching, particularly within the curriculum of AST and SMU (as applicable);
 - ii. academic credentials, including degrees, special studies, and honours;
 - iii. quality and significance of scholarship as defined in Article 1.20. The varied nature of academic and professional disciplines and/or subdisciplines requires that appropriate weight be given to the various aspects of scholarship in terms of their contributions and relevance to a discipline or subdiscipline. Examples of scholarly activities which may be presented by a Faculty Member under review are listed under Article 1.20.1. Material adjudicated by external referees will carry more weight than non-reviewed material;

- iv. service with committees within the University; appropriate weight shall be given to such activity, although it is recognized that committee service is dependent either on appointment or election and is not necessarily under the control of candidates for renewal, promotion, or tenure;
- v. other contributions to the University, including participation in its effective operation through academic advising; supervision of students; service as committee chair or member, or programme director; service within the Association, pursuant to Article 11.50.30, and performance of other functions which have been traditionally accepted as part of the collegial character of the University; and
- vi. other contributions to the professional field, discipline or subdiscipline, the church, and the wider community.

- (b) Review Committees shall take into account a Faculty Member's unique combination of creativity, consistency, and commitment as a teacher, scholar, and servant in the wider community. A Faculty Member under review should not rely on outstanding achievement in one area to the neglect of the other categories.
- (c) It is recognized that balance among these areas may shift from time to time for each Faculty Member and may reflect differences according to the nature of one's academic discipline, one's role in AST, one's denomination, and the wider community.
- (d) A Faculty Member shall not be penalized at the time of review if service to the University has displaced time normally committed to research, publishing and/or wider service.

15.20 RENEWAL

- 15.20.10 Consideration of renewal of an appointment shall commence in March of the second year of the three year initial term. A formal review by the Review Committee is mandatory for all first appointments.
- 15.20.20 Criteria for this review include: (a) effectiveness in teaching, (b) research and publications which have been completed or undertaken since the time of the initial appointment; and (c) the Faculty Member's involvement in areas of service. A lack of substantial achievement in research and publication shall not, by itself, be reason not to renew the initial three year contract.
- 15.20.30 Consideration for renewal of a second appointment for a Faculty Member at the rank of Assistant Professor or above shall be made under the provisions for tenure as set out in Article 15.40.10 below.

15.30 PROMOTION

- 15.30.10 Subject to any credit granted for years in rank pursuant to the provisions of Article 14.20(h), a Faculty Member shall ordinarily spend a minimum number of years in each rank before becoming eligible for the next higher rank and he/she must demonstrate a standard of competence appropriate to the rank sought.
- 15.30.20 Except as provided in Article 15.30.30 below, the minimum periods of service within each rank shall be as follows:
- Assistant Professor 6 years
 - Associate Professor 6 years
- 15.30.30 Accelerated promotion, that is, with fewer than the number of years in rank specified in Article 15.30.20 above, may be sought by a Faculty Member on the grounds of exceptional teaching or research accomplishments or both. At the time of application, the Faculty Member must state the grounds on which accelerated promotion is being sought. A Faculty Member may apply for accelerated promotion only once for a given rank.
- 15.30.40 In cases of promotion, the Review Committee shall take into account the appropriate qualifications for the rank as set out in Article 16.10 as well as the criteria indicated in Article 15.10.90.

15.40 TENURE

- 15.40.10 A Faculty Member in a Tenure-track appointment may be granted tenure on completion of six (6) years' full-time service at the University at the rank of Assistant Professor or Associate Professor. Consideration for tenure shall take place before the end of the Academic Year completing the appropriate period of service. As a result of a special condition(s) of appointment, or, upon the request of the Member, consideration for tenure may take place at an earlier time during an appointment. Before requesting early consideration for tenure, the Faculty Member shall consult with the Dean.

Early consideration for tenure is also available in instances where a Faculty Member who was previously tenured at another post-secondary institution has been appointed at AST and has served at least one year as a Member of Faculty.

(a) In considering a possible recommendation for tenure, the Review Committee shall remain alert to the fact that they are assessing the worth of the candidate to the University on a long-term basis. Tenure is to be recommended only if the candidate has established himself/herself as a successful teacher, has contributed to the discipline or subdiscipline through research and publication, and is, in the Review Committee's judgment, a person who will contribute to the growth and stature of the University, and

will promote its objectives as set out in the current AST mission statement. Additionally, the criteria set out in Article 15.10 above shall be taken into account.

- (b) Tenure shall be granted on the basis of three essential criteria:
 - (i) evidence of very good teaching ability;
 - (ii) a foundation of scholarship and research in advancement of the discipline of the faculty member;
 - (iii) active service contributions.
- (c) In order for tenure to be granted, the Member under review must demonstrate outstanding ability in one of the three areas noted in this Article. The Member must also demonstrate acceptable ability in the other two areas.
- (d) The Review Committee shall also consider the promise of the Faculty Member's future intellectual and professional development.

- 15.40.20 The Review Committee shall recommend one of the following courses of action with respect to tenure:
- a) that tenure be granted;
 - b) that decision on tenure be deferred for a period of either one or two years, to be followed by a final tenure hearing; in exceptional circumstances, the Faculty Review Committee may recommend one further deferral of either one or two years to be followed by a final tenure hearing;
 - c) that tenure be denied.

15.40.30 DELIBERATIONS OF THE FACULTY REVIEW COMMITTEE

- (a) The Faculty Review Committee shall undertake a review of all applications for renewal of appointment, promotion, or tenure. In so doing, it shall take into account the criteria set out in Article 15.10.90 above, and other provisions of the Agreement pertinent to renewal, promotion or tenure.
- (b) The Committee shall review and discuss all materials related to the application that are considered pertinent by the Employer, candidate, student body, alumni/ae and Faculty. The Committee shall maintain a record of attendance, appearances and decisions, and a dossier of all documents consulted.
- (c) The Committee shall interview the candidate before making a decision.
- (d) The Review Committee shall provide the member with advice to assist the member under review to improve his or her teaching effectiveness.
- (e) The Committee shall provide the candidate, through the Dean, with a written outline

of its concerns (if applicable), and invite the candidate's response before arriving at a negative decision.

15.40.40 DECISION OF THE FACULTY REVIEW COMMITTEE

In October to November, following completion of the interview with the Faculty Member under review, the Review Committee shall complete its work and shall arrive at a decision either by secret ballot or open vote. A tie vote shall be treated as a negative decision. The Committee shall then provide whatever assistance the Dean requests in preparing a written report for the President.

15.40.50 COMMUNICATION OF THE COMMITTEE'S DECISION

(a) Following the completion of the review, the Dean shall communicate the written recommendation of the Faculty Review Committee to the President, together with the reasons for the recommendation, and provide copies to the candidate and the Association with the consent of the candidate. The Dean has the responsibility to prepare the final report on behalf of the Review Committee.

(b) A copy of the Review Committee's assessment and recommendation shall be made available to the candidate within one (1) week of the Review Committee's final report. The candidate shall be provided an opportunity to respond in writing to the Review Committee's recommendation and to submit a copy of this response to the President and to Board of Governors.

(c) The President will also receive, upon request, copies of the minutes of all meetings of the Faculty Review Committee at which the candidate was discussed, together with all other materials provided to the Committee.

(d) In the event the Committee rejects the application, the candidate shall be given copies of all additional, written evidence (without attribution) that has been submitted to the Review Committee. The candidate shall be given an opportunity to respond to this additional evidence.

(e) The President shall present to the Board of Governors, and the Board of Governors shall consider:

- i. the written assessment and recommendation of the Faculty Review Committee;
- ii. the President's written recommendation explaining his or her agreement or disagreement with the Faculty Review Committee; and
- iii. the Candidate's written responses (if any) to the Faculty Review Committee's recommendation and to the President's written recommendation.

15.40.60 ACTIONS OF THE BOARD OF GOVERNORS

(a) The Board shall be allowed at least ten (10) days to render a decision once it receives the documentation of the Faculty Review Committee. After receiving the assessment and recommendation of the Faculty Review Committee, the Board shall vote on the recommendation. The Board of Governors may or may not grant renewal, promotion, or tenure. Within five (5) days of the vote, the President or his/her designate shall communicate the decision of the Board to the candidate and the Review Committee.

(b) In the event the Board rejects a positive recommendation of the Faculty Review Committee, written reasons shall be furnished to the Committee and the candidate. Following receipt of the written reasons, the Committee shall make a final recommendation. If this final recommendation is positive and the Board again rejects it, the reasons on which that decision is based shall be furnished, within five (5) days, to the Committee and the candidate.

(c) In the event the Board rejects a negative recommendation from the Faculty Review Committee, written reasons shall be furnished to the Committee.

15.40.70 DECISION NOT TO RENEW OR GRANT TENURE

In the event that renewal or tenure is not granted, the candidate shall be offered a one (1) year terminal contract.

15.40.80 DECISION TO DEFER TENURE

If the decision on tenure is to be deferred (see Article 15.40.20(b) above), an extension of the existing appointment shall, if necessary, be granted to the candidate. If the decision has been delayed because of an arbitration hearing, an extension of the existing appointment shall, if necessary, be granted to the candidate to provide at least three consecutive academic terms of employment not exceeding a total of twelve (12) months, or salary in lieu thereof, following the final decision of the Arbitration process. This period of employment may be extended at the Employer's option to allow the candidate to complete any current teaching assignments.

15.40.90 SCHEDULE OF BOARD DECISIONS

The decisions of the Board of Governors concerning the renewal, promotion, and/or tenure of a Member shall be completed according to the following schedule:

- (a) Renewal of Appointment: no later than the second-last day of business in December before the Christmas holiday in the Academic Year during which the appointment terminates;

- (b) Promotion: no later than the second-last day of business in December before the Christmas holiday in the Academic Year preceding the possible date of promotion;
- (c) Tenure: no later than the second-last day of business in December before the Christmas holiday in the Academic Year during which the appointment terminates.

15.40.100 CONGRUENCE

The Board's decisions respecting renewal of appointment, promotion and tenure shall be completed in accordance with the schedule contained in this Article.

15.40.110 EXTENSION OF SCHEDULES

A schedule with dates later than those indicated in all sections of this Article is permissible by mutual agreement between the Employer and the candidate.

15.40.120 DOCUMENTATION FOLLOWING THE COMPLETION OF A REVIEW PROCESS

- (a) If no grievance has been filed within the grievance period set out in Article 25, all materials collected and pertaining to the review will be destroyed, with the exception of the following:
 - (i) the reports of the Review Committee and the President to the Board of Governors;
 - (ii) The candidate's written response (if any) to the Faculty Review Committee's recommendation and to the President's written recommendation;
 - (iii) the record of the action of the Board of Governors.
- (b) All material saved from a previous review of a Faculty Member which is retained pursuant to this provision shall be available for review by the Review Committee at any subsequent review.

15.40.130 APPEALS

Appeals concerning the decisions of the Board of Governors shall be treated under the provisions of Article 25 of this Agreement (Grievance and Arbitration).

15.50 EVALUATION OF TEACHING PERFORMANCE

- 15.50.10 Any evaluation of a Member's teaching performance for any purpose shall be carried out in accordance with this Article, as shall any recommendations and decisions related to teaching performance.
- 15.50.20 For purposes of this Article, teaching includes, but is not limited to, the following activities performed by Members either in a classroom, through correspondence, or at a distance through the use of electronic mediation:
- (a) giving, developing, designing, coordinating, and revising courses, classroom teaching, facilitation of seminars, guiding tutorials, doing fieldwork involving students, and supervising individual study projects;
 - (b) preparing and correcting assignments, tests, and examinations;
 - (c) guiding, supervising, and evaluating students' individual work, such as theses, directed studies, graduate projects and papers;
 - (d) advising and individual student consultation outside of class time;
 - (e) participating in the development and innovation of teaching methods, programmes, or course content;
 - (f) preparing instructional material, teaching aids, exercises, and course notes for the Member's own students;
 - (g) co-ordination and supervision of field education placements or equivalent, if applicable to the Member's teaching area; and
 - (h) writing textbooks, it being understood that such textbooks may also be considered when evaluating a Member's scholarship.

All other activities in which the Member engages for the purposes of preparing courses and seminars, including those undertaken to ensure that his/her teaching is in keeping with the current state of the subject taught, are considered teaching activities.

- 15.50.30 Any information considered during the assessment of a Member's teaching shall be in writing and shall be made available to the Member for comments prior to use of that information in any evaluation of the Member.
- 15.50.40 An evaluation of a Member's teaching shall only take place when required by this Collective Agreement, and/or at the discretion of the Employer in exceptional circumstances. In such exceptional circumstances, a review of a Member's teaching performance may be initiated by the Dean after consultation with the Member. Evaluation of teaching performance will consider a period of two years or more.
- 15.50.50 Persons or committees assessing a Member's teaching performance shall, in consultation with the Member, seek information from a variety of relevant sources. No person or committee assessing a Member's teaching performance shall rely

entirely or mainly on information gathered from student survey instruments unless no other information has been provided.

15.50.60 Any person or committee assessing a Member's teaching performance shall balance all aspects of teaching as well as the context within which the Member works. Any person or committee assessing a Member's teaching performance shall also take into account (sub)discipline-based approaches to pedagogy that may differ from those observed elsewhere. Assessments of teaching performance must take due note that:

- (a) a Member's strong performance in some aspects of teaching may compensate for a weaker performance in other aspects of teaching;
- (b) a Member's teaching shall be considered that much better if performance is good in several kinds of teaching activities;
- (c) a given subdiscipline may differ significantly from the academic staff as a whole, and this may influence interpretation of information on teaching performance by individual Members. Differences between subdisciplines may be considered when assessing teaching performance.

15.50.70 Any person or committee assessing a Member's teaching performance shall review all relevant information, including but not limited to:

- (a) the type and nature of courses taught, including class size;
- (b) the nature of the subject matter;
- (c) the experience of the Member with the course, and the number of new course preparations assigned to the Member during the period under review;
- (d) the Member's skill in communicating;
- (e) the Member's ability to engage and challenge students;
- (f) the quality and utility of pedagogical materials prepared by the Member, the Member's contributions in the areas of pedagogical development and innovation;
- (g) the opinions of students, including quantitative summary information gathered through a survey instrument or questionnaire as per Article 15.60 of this Collective Agreement;
- (h) the extent of the professor's understanding and embodiment of someone supportive of the educational work and curriculum of AST;
- (i) any and all information submitted to the person or committee by the Member being evaluated, such as observations based upon classroom visitations.

15.50.80 ELECTRONICALLY MEDIATED TEACHING EVALUATION

- (a) One or more members of the Review Committee shall review the syllabus for the course being taught by a Faculty Member under review for the purpose of understanding the way in which the class will proceed;
- (b) Based upon the manner in which the Faculty Member will be presenting the material and interacting with the students, the Member or Members of the Review

Committee will perform one or more of the following, in order to assess the Faculty Member's teaching:

- i. Sign into the website for streaming presentations;
- ii. Sign into the discussion forum or any other communication forum used by the Faculty Member and students to interact;
- iii. Review podcasts, videos and other multimedia presentations carried out by the Faculty Member and made available to his or her students;
- iv. Review on-line resource materials provided by the Faculty Member, either materials created by the Faculty Member or obtained through on-line links.

(c) The timing of the observation of the streaming presentation shall be arranged with the Faculty Member under review.

(d) Following the review of the above, the member or members of the Review Committee shall submit a written report of their observations to the Review Committee.

(e) The Review Committee reserves the right to waive the requirement for attendance at a streaming presentation.

15.50.90 Any Member whose teaching performance is being evaluated has the right to submit any information the Member believes is relevant to that evaluation.

15.50.100 Any person or committee assessing a Member's teaching performance shall invite the Member to provide information about the Member's courses, such as the nature of the courses taught, teaching methods and materials, or any special circumstances which may affect the Member's teaching.

15.50.110 Any person or committee preparing an assessment of a Member's teaching performance shall include in that assessment:

- (a) a statement of the scope of the assessment and the sources of information used;
- (b) a summary of the information gathered; and
- (c) an analysis of the information gathered and the results of the assessment.

15.50.120 The assessment of a Member's teaching performance shall determine that the Member's teaching performance is either "outstanding," "satisfactory" or "unsatisfactory."

15.60 SURVEY INSTRUMENTS

15.60.10 Survey instruments provide one source of information regarding student experiences and degree of satisfaction with respect to a Faculty Member's teaching performance. The system of "course evaluation" questionnaires, approved by the Senate, and

currently in use, shall continue to be used according to existing procedures until such time as it is replaced by a new questionnaire or other instrument, approved by Senate. Only questionnaires approved by Senate may be used. The continued use of the existing student questionnaire, or any other questionnaire that might be approved by Senate, does not constitute an endorsement or a dismissal of that questionnaire; neither does it imply that the questionnaire is properly constructed. The Association reserves the right to challenge the use of information obtained from any student survey system in any matter related to the renewal, tenure, promotion, or discipline involving a Member.

- 15.60.20 Information derived from the use of student survey instruments or questionnaires shall only be used by authorized persons or committees in relation to annual reports and in the formal evaluation of a Member's teaching performance.
- 15.60.30 Information derived from student survey instruments or questionnaires falls under the Freedom of Information and Protection of Privacy Act.
- 15.60.40 The Senate shall develop a separate evaluation form for use in evaluating electronically mediated courses.
- (a) The evaluation forms shall be sent to the student electronically within the last 15 days of the course with a request that the form be returned electronically to the Dean at the conclusion of the course.
 - (b) Only forms returned directly from the student to the Dean will be used in the assessment of a Member's teaching.
 - (c) Only data derived from teaching evaluations which conform to the provision of the Article, and which have been placed in the Member's official file can be used in the University's assessment of the Faculty Member's teaching performance.
- 15.60.50 The Employer may retain information derived from student survey instruments or questionnaires, provided that copies of the full results are provided to the Member in question, save that students' identifying information be first removed. Information retained by the Employer under this clause shall be held only in the Member's official file.

15.70 Promotion, Seniority and Permanence – Professional Librarians

- 15.70.10 A Professional Librarian shall ordinarily meet the requirements of a higher rank before becoming eligible for that rank and he/she must demonstrate a standard of competence appropriate to the rank sought.

The general criteria to be used for promotion consideration for all full-time Professional Librarians shall be as follows:

- (a) performance with an emphasis on demonstration of judgement, initiative, and the

- ability to communicate and interact effectively;
- (b) competent fulfilment of the duties and responsibilities of the Librarian's position;
- (c) ability to work constructively with other library staff and in the interest of the Library and the University in general;
- (d) service to the University and the profession;
- (e) practical experience and credentials including professional qualifications, degrees, special studies and honours.

- 15.70.20 The rank qualifications as outlined in Article 16.20 are not exhaustive but will serve only as a general guideline in categorizing present Professional Librarians and appointing and promoting these members of the Association within the categorization of Professional Librarian.
- 15.70.30 After ordinarily meeting the specified qualifications in each rank and upon providing proof of those qualifications appropriate to a higher rank, Professional Librarians will be eligible for consideration for promotion. There may be accelerated promotion if warranted in the Employer's judgement.
- 15.70.40 A Professional Librarian who believes he/she meets the qualifications of a higher rank shall submit to the Dean, in writing no later than January 1st, a request for promotion stating his/her reasons with supporting documentation. The Dean shall acknowledge the promotion request within ten (10) days after receiving such a request.
- 15.70.50 Within thirty (30) days after acknowledging receipt of a promotion request, the Dean shall assemble a Review Committee and make available to each member of that committee a copy of the applicant's request for promotion, a copy of supporting documents supplied by the applicant, and a copy of the Collective Agreement. As well, the Dean will make available to the candidate, without attribution, copies of all documentation and correspondence provided to the Review Committee.
- 15.70.60 The Review Committee shall be comprised of the Dean as Chairperson; a Faculty Member; and a professional librarian (employed outside of AST, but within Nova Scotia) who is named in consultation with the candidate under review.

In lieu of an external professional librarian, a person employed outside of AST who has similar training, standing, and/or experience as that of a professional librarian may be appointed with the consent of the Employer, the Member under review, and the Association.

The Professional Librarian under review may, in his or her discretion, appoint a Faculty Member or Professional Librarian to be his or her Advocate. The role of the Advocate is to ensure that the review procedures set out in this article are followed, but shall not discuss with the Professional Librarian under review the deliberations of the Review Committee. The Advocate may not participate in any manner in the deliberations of the Review Committee, but shall have the right to communicate her/his observations to the Chairperson between meetings, or if deemed necessary, to request a recess in the

- proceedings of a given meeting for the purpose of communicating with the Chairperson of the Review Committee. The Advocate shall receive a copy of the recommendations of the Review Committee sent to the President pursuant to Article 15.70.100. The Advocate may report directly to the President if the Advocate considers the review procedures were not followed. An Advocate shall participate only in those matters affecting or respecting the Professional Librarian who appointed him or her.
- 15.70.70 The Review Committee shall meet to review and discuss the documents outlined in Article 15.70.50, within twenty (20) days of the selection of the Professional Librarian from outside the AST community, or an alternative external reviewer as described in 15.70.60.
- 15.70.80 The Review Committee shall meet with the candidate for promotion within seven (7) days after the meeting outlined in 15.70.70, in order to provide the Candidate with the opportunity to present relevant evidence and to detail his/her reasons for promotion. The Professional Librarian under review may submit the names of three assessors who would be able to assess the Professional Librarian according to the criteria set forth in this Agreement. The Review Committee may contact additional external assessor(s) to assess the Professional Librarian according to the criteria set forth in this Agreement, and shall provide the names of the assessor(s) to the Professional Librarian prior to the assessment occurring. The Review Committee may provide materials from the candidate's file, as appropriate, to the external assessor(s).
- 15.70.90 The Review Committee shall maintain a record of attendance, appearances and decisions, and a dossier of all documents consulted. Before arriving at a negative decision, the Committee shall, through its Chairperson, provide the candidate with a written outline of its concerns, and invite the candidate's response.
- 15.70.100 The Dean shall forward the written recommendation of the Review Committee, whether positive or negative, as well as his or her own written recommendation, to the President and the candidate within ten (10) days of the Review Committee's meeting with the candidate. The Advocate shall receive a copy of the Committee's recommendation and the recommendation of the Dean.
- 15.70.110 In the event of a positive recommendation by the Review Committee or the Dean, the President may accept the recommendation of the Committee and promote the candidate. The President shall communicate his decision in writing to the candidate within ten (10) days of receipt of the Review Committee's recommendation, unless prevented from doing so due to absence from campus or due to illness.
- 15.70.120 In the event of a negative recommendation by the Review Committee or the Dean, the President may accept or reject either recommendation, and will notify the candidate of this decision, in writing, within ten (10) days of receipt of the Review Committee's recommendation, unless prevented from doing so due to absence from campus or due to illness.

- 15.70.130 In the case of a negative decision, the written communication of the President shall include the Review Committee's reasons for refusal and shall specify the criteria which are not met.
- 15.70.140 The Professional Librarian may file a grievance under the provisions of Article 25.
- 15.70.150 Ordinarily, promotions shall take effect on April 1st of each year.
- 15.70.160 Seniority shall mean continuous compensated service in the employ of the Employer. For a Professional Librarian who holds an appointment as defined in Article 14.90.100, at the conclusion of the contract the Member's seniority will revert to his/her hiring date.

ARTICLE 16 : RANKS AND CATEGORIES

16.10 Rank – Faculty Members

Academic ranks shall be designated and distinguished as follows for all full-time Faculty Members. In determining rank, due consideration shall be given to practical experience, the relevant merits of academic degrees, and professional qualifications.

16.10.10 Assistant Professor

An Assistant Professor is a member of a Faculty of the University who shall ordinarily have the following minimum qualifications:

- (a) has earned a doctorate or be very close to the completion of a doctorate, with the condition that the doctorate be completed within the first two years of appointment;
- (b) demonstrates aptitude for teaching at the university level;
- (c) demonstrates potential for accomplishment in scholarly activity;
- (d) has knowledge of the field in which lectures are to be given;
- (e) demonstrates potential contributions to AST and the community.

16.10.20 Associate Professor

An Associate Professor is a member of a Faculty of the University who shall ordinarily have the following minimum qualifications:

- (a) the qualifications of Assistant Professor;
- (b) has an earned doctorate;
- (c) demonstrates competence in teaching;
- (d) has knowledge of the field in which lectures are to be given;
- (e) presents evidence of scholarship and research;
- (f) demonstrates participation in denominational and community life;
- (g) shows promise of future intellectual and professional development;

(h) a record of accomplished service, as defined in this Agreement.

16.10.30 **Professor**

A Professor is a member of the Faculty of the University who:

- (a) has the qualifications of an Associate Professor;
- (b) has achieved recognition for a substantial scholarly contribution in his or her field combined with a record of very good teaching and has a record of accomplished service, as defined in this Agreement; or
- (c) has distinguished him/herself as an outstanding teacher combined with a record of very good scholarship and has a record of accomplished service, as defined in this Agreement.

16.10.40 A Faculty Member may qualify for promotion to the rank of Professor if the Faculty Member has achieved an outstanding record of service to the University, the profession, and the community, as defined in Article 1.22, and also has established a very good record of both teaching and scholarship. Extensive involvement in administrative work does not by itself constitute outstanding academic service.

16.20 Rank – Professional Librarians

16.20.10 The Parties recognize that the size of the Faculty and student body are factors to be considered when allocating resources to the hiring and retaining of Professional Librarians.

16.20.20 Subject to decisions made by the Employer pursuant to Articles 26 or 27, the Employer will employ no less than 2.0 Professional Librarians who fulfil one of the ranks set out below.

16.20.30 The following specific criteria for different ranks shall apply:

(a) **Librarian I**

This rank requires an individual hold a Master's Degree (or equivalent) from an American Library Association accredited programme. This is the normal terminal degree for Professional Librarians. The rank of Librarian I is assigned to persons just entering librarianship. Little or no professional Library experience is required, however, the individual will have demonstrated an understanding of the basic tenets of librarianship and a potential for professional growth. The emphasis at this rank is on the continuing acquisition of knowledge and skills, demonstration of increased competence, and professional development.

(b) **Librarian II**

Persons holding this rank shall have demonstrated effective professional knowledge and skills significantly above those expected of Librarian I. Normally, a minimum of three years of prior full-time professional experience is required before being eligible for appointment or promotion to this rank.

(c) **Librarian III**

Persons holding this rank shall have demonstrated appropriate initiative in the development of the skills, knowledge, and techniques of librarianship necessary for the fulfillment of their various responsibilities. Persons with this rank will have made constructive contributions to the Library, the University, the library profession, and/or an academic profession. Normally, a minimum of seven years of prior full-time professional experience is required (including three years at the rank of Librarian II at AST) before being eligible for appointment or promotion to this rank.

- 16.20.40 For the purposes of this Article, professional development includes but is not limited to such things as presentation at professional conferences; participation in library organizations or consortia; service with committees within the University or wider academic community; completing courses, workshops or seminars; development of necessary technological and administrative skills and knowledge; development of library programmes and policies; receiving additional degrees, diplomas and/or certificates; research; and publication.

ARTICLE 17 : DEGREE PROGRAMME DIRECTORS **AND LIBRARY CHAIR**

17.10 Appointment of M.A. Degree Programme Director

- 17.10.10 The Dean may appoint a Director of M.A. degree programme at his or her discretion. The M.A. Degree Programme Director shall be appointed from within the ranks of the full time Faculty, and shall remain a scholar for whom teaching and research are fundamental responsibilities.
- 17.10.20 If a Faculty Member is a Member of the Bargaining Unit at the time she or he is appointed as a Director of the M.A. Degree Programme, or thereafter, she or he shall remain a Member of the Bargaining Unit.
- 17.10.30 The Director of the M.A. Degree Programme shall exercise the following particular responsibilities:
- (a) initiate, formulate and recommend academic policies relating to the M.A. degree programme;

- (b) supervise generally the progress of students engaged in the M.A. degree programme;
- (c) organize and oversee programme advising aimed at providing students with timely and accurate academic advice with respect to course selection and fulfillment of M.A. degree programme regulations, including theses where appropriate;
- (d) advise students engaged in the M.A. degree programme and approve their course selections, or be available to consult with other Faculty members who are advisors to such students;
- (e) make known and carry out policies as formulated by the Board of Governors, Senate, or Faculty as they affect the M.A. degree programme, and assist the Dean in resolving cases where such policies are not followed.

17.10.40 The Parties acknowledge that supervision and advising of students is also provided by regular Faculty members.

17.10.50 In lieu of an annual stipend beyond regular salary and allowances, a Faculty Member serving as Director of the M.A. Degree Programme shall receive a course release of one (1.0) course during the academic year in which she or he serves as Director of the M.A. Degree Programme.

17.20 Director of the Summer Distance (SD) Program

17.20.10 The Academic Dean shall in consultation with the President and Faculty Council appoint a Coordinator of the Summer Distance MDiv program. The Dean, Faculty Council and the SD Coordinator will consult regularly on matters pertaining to the SD Coordinator's work and course load to determine when and if any aspects of the SD Coordinator's duties may be shared with other Faculty, full-time and/or sessional. If the person appointed has been a member of the Bargaining Unit he/she will remain a member of the Bargaining Unit while Summer Distance Coordinator.

17.20.20 The Coordinator of the Summer Distance Program will:

- (a) advise the Dean, the Curriculum Committee and the Faculty regarding the course offerings for the Summer Term and for online course offerings;
- (b) recommend to and/or be consulted by the Dean with respect to sessional instructors for the summer and online courses;
- (c) nominate (a) chaplain(s) for the Summer Term to the Dean and President;
- (d) as may fit within the time and other duties of the SD Coordinator represent and promote the program on behalf of AST;
- (e) oversee the advising of SD students with the Dean and other Faculty as appropriate;

- (f) be the main liaison person for the Summer Distance program with SD students' denominational authorities in matters relating to the SD program;
- (g) oversee required program-related travel for learning site visits, meetings with educational supervisors, and liaison with judicatory committees and denominational staff, referring such travel to Faculty members, staff, or other representatives of the school as needed and appropriate;
- (h) be a member of the Curriculum Committee.

- 17.20.30 The parties to this agreement acknowledge that, when the Coordinator of the Summer Distance Program is also a full-time Faculty member, he/she will normally teach three courses in his/her subject area per academic year. If the Coordinator also teaches the Supervised Ministry Practicum (SMP) for all years, this will constitute the equivalent of two full courses for the academic year. When enrollment in all years of SMP exceeds 24 students the Coordinator may ask the Dean for a Teaching Assistant or the involvement of another Faculty member in one or all components of the Supervised Ministry Practicum, or for course relief.
- 17.20.40 If the SD Coordinator is required to teach in the summer term this teaching component will constitute one of the Coordinator's required courses. If the Coordinator chooses not to count the summer course as part of his/her yearly teaching load the Coordinator may choose to be compensated by either the sessional rate for a one credit course or be granted an additional ten days of paid leave for the academic year in question. If one of the last two options is chosen the three course teaching load for the remainder of the academic year will apply.

17.30 Library Chair

- 17.30.10 The Academic Dean shall, in consultation with the President, Faculty, and Professional Librarians appoint a Library Chair from within the ranks of the Professional Librarians for a three year term. The appointment shall be for a three year term unless the appointment is terminated with three months' notice by either party. The Library Chair is a Professional Librarian in accordance with this Agreement.
- 17.30.20 If a Professional Librarian is a Member of the Bargaining Unit at the time she or he is appointed Library Chair, or thereafter, she or he shall remain a Member of the Bargaining Unit, and has the right to return to his or her previous position.
- 17.30.30 The Library Chair shall receive an honorarium beyond his or her regular salary as stipulated in Schedule A2.
- 17.30.40 In the event that the position of Library Chair cannot be filled from within the ranks of the Professional Librarians, it may be filled by an external candidate. In the event that an external candidate qualifies as a Professional Librarian, she or he will be paid according to the salary scale that forms part of this Agreement, plus any honorarium

as stipulated in Schedule A2. In the event of an external candidate filling the role of Library Chair, he or she shall not have a right to remain as a Professional Librarian or to move to any other position within AST at the termination of his or her appointment, but may be eligible to apply for a position at AST if a such a vacancy exists.

17.30.50 The Library Chair shall in consultation with the Dean exercise the following particular responsibilities:

a) provides co-ordination within the AST Library including oversight of Library personnel;

(b) initiate, formulate and recommend policies relating to the operation of the Library;

(c) planning and developing collection organization, maintenance and preservation including evaluation and implementation of emerging technologies;

(d) preparing budget estimates in consultation with Library personnel for recommendation to the Chief Administrative Officer and to manage authorized budgets;

(e) make known and carry out policies as formulated by the Board of Governors, Senate, or Faculty as they affect the degree programmes, and assist the Dean in resolving cases where such policies are not followed.

17.30.60 The Dean, in consultation with the President, Faculty, and Professional Librarians may appoint two Library Co-Chairs. In such an instance the duties, responsibilities, and compensations will be equally divided between the two appointees.

ARTICLE 18 : RE-ENTRY INTO THE BARGAINING UNIT OF FORMER ASSOCIATION MEMBERS SERVING AS ADMINISTRATORS

18.10 Any Academic Administrator who held, or who was appointed to a position as a Faculty Member at AST at the time of appointment as an Academic Administrator shall, upon completion of her or his term of office, or resignation, or termination, immediately return to her or his position as a Faculty Member. She or he shall be deemed to be a Faculty Member for the purposes of any leave of absence or sabbatical leave following his or her term in office.

18.20 Any Academic Administrator who completes his or her term in office, or resigns, or is terminated, shall resume her or his former position as a Faculty Member, with no loss of salary level, benefits or rank, or in seniority, vacation, or sabbatical leave entitlements.

The area of teaching, the size of classes and additional duties shall be similar as compared to the Faculty Member's position prior to his or her becoming an Academic Administrator.

18.30 Termination from an administrative position is not termination from a position as a Faculty Member.

18.40 An Academic Administrator shall be awarded tenure or promotion in academic rank only in accordance with the provisions of this Agreement.

ARTICLE 19 : COUNCILS

19.10 Faculty Council

19.10.10 There shall be a Faculty Council composed of all full-time faculty members, the Library Chair (or a Professional Librarian Member designated by the Library Chair) and one representative of the part-time or sessional instructors. The Formation Directors appointed by the denominations that relate to AST will be invited to participate in the Faculty Council as corresponding members. The Dean shall be chairperson of the Faculty Council and have a vote. The President shall be an ex officio member of the Faculty Council.

19.10.20 The functions of the Faculty Council shall be:

- (a) to consider all matters of general academic interest to the Faculty, and specifically
- (b) to consider additions or amendments to the academic programmes of the University, prior to consideration of the same by the Senate.

19.10.30 The Faculty Council shall meet at least twice in each of the Fall and Winter terms.

19.20 Library Council

19.20.10 A Library Council consisting of the Dean, who shall be an ex-officio member and chairperson of the Council, and all Professional Librarians and other library staff shall meet at least twice per year to consider matters relating to the general welfare and functioning of the Library.

19.20.20 Recommendations of the Library Council shall be considered by the Dean in making decisions relating to the general welfare and functioning of the library.

ARTICLE 20 : WORKING CONDITIONS AND VARIOUS PROVISIONS

20.10 Working Conditions – Faculty Member

A Faculty Member's appointment shall be on a full-time basis. Although they shall not be obliged to be on the premises of the University outside the periods of the academic terms (save and except for regularly called meetings of bodies of which they are a part), it is agreed that Faculty Members, as professional academics, will undertake research, study, or professional activities whenever they are not engaged in teaching or service to the University, whether during the academic terms or outside them, excepting for annual vacation period.

20.20 Curriculum Needs

20.20.10 Both Parties agree that the course requirements for AST and its students must be met. The standard schedule for course offerings begins on Monday morning at 9am and ends Friday afternoon at 5pm. Within that time period, all classes must be scheduled either in a morning, afternoon or evening teaching period. The scheduling of classes and the assignment of Faculty Members to teach specific classes are functions of the Registrar and Dean respectively, in consultation with Faculty Members.

20.20.20 Standard full courses have 30 hours of scheduled teaching time. Every effort must be made to complete all 30 hours within the term (or over two terms, if applicable). A maximum of one class period (2.5 hours for Fall and Winter courses, or 3 hours for Summer Term courses) may be missed before the Member must arrange for additional teaching time in order to complete the required hours.

20.20.30 A Faculty Member shall be deemed to have repudiated his/her appointment and thereby terminated his/her rights under the Agreement if:

- (a) He/she engages in full-time employment outside the University without the President's prior written consent, or;
- (b) He/she is absent from his/her classes for ten (10) consecutive days or more without leave or permission from the President excepting in circumstances beyond his/her control; or
- (c) He/she is absent from his/her classes for five (5) or more consecutive days during summer school without leave or permission from the President.

20.30 Standard Daily Hours

20.30.10 Classes taught by a Faculty Member shall be scheduled to begin no earlier than 9:00

a.m. and cease no later than 9:00 p.m., unless it is the expressed wish of the Faculty Member and the Dean that the class be scheduled to begin or cease outside these hours.

- 20.30.20 A Faculty Member's classes will not be scheduled consecutively on any given day.
- 20.30.30 When a Faculty Member teaches an evening class, that Faculty Member will not be scheduled to teach the following day before 12:00 noon, except with the Member's consent.
- 20.30.40 In any two week period during the Summer term in which the Faculty Member is actually teaching, the Faculty Member are not required to maintain more than three (3) hours of office hours per week. For the full duration of such periods of Summer term teaching, Faculty shall not be expected to perform service duties.
- 20.30.50 Members are expected to produce and respond to correspondence within a reasonable time frame during daytime working hours.
- 20.30.60 In order to ensure timely communication with both students and the administration of AST, Faculty Members must provide the Academic Office contact information for daytime working hours except when on vacation or other leave.

20.40 Teaching Load

- 20.40.10 The teaching load for each full-time Faculty Member shall be five (5.0) courses or equivalent, as defined in Article 1.8, per academic year (June-May). Courses may be taught in any or all of the terms, on campus, or as Electronically Mediated courses.
- 20.40.20 During the first twelve (12) months of their first probationary appointment, the teaching load for the full-time Faculty Member who is appointed at the bottom step of the Assistant Professor rank is three (3) courses or equivalent. A person who is appointed at a higher scale due to her or his teaching, research and writing experience will teach four (4) courses or equivalent. In the case that a person is hired at either the rank of Associate or Full Professor, the individual will teach five (5) courses or equivalent.
- 20.40.30 A Faculty Member may be requested to teach additional courses beyond her or his expected course load for an academic year. The Faculty Member has the right to decline such a request. The Administration will seek an amicable arrangement in this regard. In such cases where the Faculty Member accepts such a request, the Faculty Member will be, at her or his discretion, either remunerated, over and above her or his usual salary, at the rate of \$4,600 per additional course, or given one (1.0) course release for each additional course in the immediately following academic year.
- 20.40.40 Given that part of the University's purpose is to expand scholarly knowledge; and given the rights and responsibilities of Faculty to undertake research and scholarship the University will make best efforts to ensure that Faculty Members are not assigned

to teach in consecutive Summer terms.

- 20.40.50 The Administration will monitor class sizes, course offerings, classroom space, timetables, and the use of overload assignments, as well as the use and implications of technology, distance instruction, and Summer term teaching. The allocation of teaching responsibilities is the responsibility of the Dean or his/her designate. The setting of the timetable is the responsibility of the Registrar, in consultation with the Dean and Faculty. Faculty Members shall cooperate in carrying out their assigned teaching allocation and schedule.
- 20.40.60 Faculty Members may be directed by the Dean to supervise up to two Master's theses, or two directed studies which are required to assist a student to meet course obligations in order to graduate, or one of each, per academic year. A Faculty Member's supervisory duties are deemed to be complete when the thesis or directed study is complete.
- 20.40.70 If three or more theses are supervised by a Faculty Member, at the Dean's direction, in any one academic year in accordance with Article 20.40.70, that Faculty Member shall be awarded a course release calculated as one (1.0) course. This course release will normally take effect in the academic year in which the theses are being written and submitted. For operational reasons Faculty Members may be required to bank such a course release for a maximum of twelve months. Banked course releases may be used in the academic year following the year in which the banking occurred unless the Faculty Member is on an approved leave, in which case banked course release(s) shall be used upon the Faculty Member's return. The calculation of banked course releases must be noted on the annual report of activities that the Faculty Member makes to the Dean.
- 20.40.72 On those occasions when the Faculty Member is requested by the Academic Dean to offer a number of directed studies that exceed two, the Faculty Member will be compensated for each additional directed study at the rate of one-half of the directed study tuition per student enrolled in the directed study. If 5 or more students are enrolled in a single directed study in the same term, the directed study will be considered an additional course assignment as contemplated under Article 20.40.30.
- 20.40.80 When sessional instructors are required for any academic year, Faculty Members will be advised which courses will require sessional instructors. If a Faculty Member wishes to teach one (1) of these courses as a course above and beyond her or his course load for that academic year, she or he will indicate this to the Dean. If in the Dean's judgement such an arrangement is reasonable, that course will be taught by the Faculty Member in that academic year. Such additional course instruction will be remunerated at the rate of \$4,600 per additional course.
- 20.40.90 In any circumstance in which a Faculty Member is provided with remuneration in lieu of a course release (for example, in the case of 20.40.30), the Member may elect to receive the payment as

- (a) a stipend;
- (b) a sum equivalent to the full amount of the stipend but disbursed as an additional amount in his or her annual Professional Activities expense account; or
- (c) a sum equivalent to the full amount of stipend and divided into two parts, with a proportion assigned to the Member's Professional Activities expense account and a proportion paid as a stipend.

In all cases, the Member and the Dean will discuss the arrangement and the Dean will note the settlement in writing, with a copy to the Member.

20.50 Student Advising

- 20.50.10 It is understood that a Faculty Member's responsibility as a teacher extends beyond the classroom to include student advising, academic counselling, supervision of tests and examinations, evaluation of student performance, and grading.
- 20.50.20 Full-time Faculty Members shall set aside not less than two (2) hours a week during the academic year for student advising and consultation in their offices, unless they are on vacation or other leave. Hours of availability shall be posted on the office door of each Faculty Member. Hours of availability may be expressed as specifically defined hours or as "by appointment". Such notices must include appropriate contact information such as email address and telephone number.
- 20.50.30 Faculty Members will assist in providing in-person academic advising during all registration periods and the period allowed for course changes at the beginning of each term. Advising may also take place via e-mail and telephone.
- 20.50.40 Faculty Members shall, except where there are extenuating circumstances, comply with the deadlines and procedures established by the Dean and the Registrar for reporting the grades of their students. If a Faculty Member is unable to meet these deadlines or comply with these procedures, the Faculty Member shall notify, in advance and in writing, the Dean and the Registrar stating the reasons for any such difficulty. The timing as to when the grades will be completed and submitted shall be agreed to by the Faculty Member, the Dean and the Registrar.
- 20.50.50 Grades submitted to the Registrar's Office shall not be changed or altered in any way except through procedures established by Senate.

20.60 Outside Employment

- 20.60.10 For the purposes of this Article, "outside employment" means any and all of the following:

- (a) employment in any capacity by another employer including the carrying out of teaching duties or duties related to ecclesial or religious life (paid or unpaid);
- (b) consulting;
- (c) personal services contracts;
- (d) private practice of the Member's profession;
- (e) self-employment.

20.60.20 Members may engage in outside employment provided that such employment is in reasonable balance with their normal academic duties and responsibilities as defined in this Collective Agreement.

20.60.30 The Member shall advise the Dean in writing of any prospective outside employment that involves an average of more than one (1) working day per week. The Dean shall consider the potential impact of this outside employment on the Member's ability to perform their duties as defined in this Agreement.

20.60.40 The Dean reserves the right to object if the Member's prospective employment will interfere or conflict with the Member's duties and responsibilities at the University as defined in this Agreement.

20.60.50 Members agree not to engage in any outside employment that conflicts with their duties and responsibilities at the University as defined in this Collective Agreement. Members shall consider the potential impact of outside employment on their teaching, service, and scholarship and on the academic functioning of the University. Members shall not undertake outside employment that impedes or hinders the effectiveness of their teaching, service, and scholarship or the academic functioning of the University.

20.60.60 Where a Member's outside employment involves any use of University space, equipment, facilities, supplies, or services, notice and prior written approval from the Administration is required, unless requirements for such notice and approval are waived. The notice must include a description of the space, equipment, facilities, supplies or services to be utilized. Costs for the use of University facilities, supplies, or services shall be borne by the Member at prevailing rates negotiated with the Administration, unless the Administration agrees, in writing, to waive all or part of such costs.

20.60.70 Members may state the nature and place of their University employment, rank, and title(s) in connection with outside employment, and may use their University address as a mailing address so long as they do not purport to represent the University or to speak on the University's behalf.

20.70 Outside Professional Activities

20.70.10 For the purpose of this Article, "outside professional activities" means participation in the activities of professional associations, learned societies, faculty associations, or voluntary practice of the Member's profession, which support and/or promote the advancement of research, scholarship, teaching, artistic creation, or professional

development, and improve the working conditions of academic staff.

- 20.70.20 Members have the right to participate in outside professional activities. Participation in outside professional activities **is** deemed to represent contributions to the profession and/or the community for purposes of any evaluation carried out under this Collective Agreement.
- 20.70.30 Members may state the nature and place of their employment, rank and title(s) in connection with outside professional activities and to use their University address as a mailing address so long as they do not purport to represent the University or to speak on the University's behalf.

20.80 Electronically Mediated Courses and Summer Term Courses

- 20.80.10 Electronically Mediated Courses include, but are not limited to, those which, in whole or in part:
- (a) are taught by correspondence, at a distance (instructor and students in different locations), and/or by teleconferencing;
 - (b) are videotaped, recorded, broadcast or televised; or
 - (c) are transmitted or received via the Internet or comparable media.
- 20.80.20 Academic decisions regarding the approval of any and all new courses to be offered by the University and the objectives of said courses, as well as revisions to required methods of course delivery are ultimately the responsibility of Senate. The Senate shall consider Electronically Mediated Courses and/or courses taught within the Summer term on recommendation of the Dean, in consultation with the Faculty Council.
- 20.80.30 The Employer shall provide appropriate computer and other equipment, software, training, and support services to Members who teach Electronically Mediated Courses.
- 20.80.40 A Member who develops and delivers an Electronically Mediated Course shall receive two thousand dollars (\$2000) for the initial iteration of the course. The delivery of that Electronically Mediated Course shall then be counted as one course in the calculation of teaching load.
- ¹20.80.50 Electronically Mediated Courses and Summer term courses shall have a maximum class size of 15 students.

If it is deemed necessary that more than 15 students must be registered for such courses, the Member of the teaching Faculty who instructs the course has the right to request the assistance of a Teaching or Technical Assistant, paid by the Employer, whose

qualifications are acceptable to the Member.

If it is deemed necessary that 20 or more students must be registered for such courses, the Member, in addition to the right to request the assistance of a Teaching or Technical Assistant as set out above, will be awarded a course release calculated at one (1.0) course, to be taken in the same or the following academic year.

20.90 Compensation to Members for additional service duties

20.90.10 The parties to this Agreement acknowledge that there are circumstances in which the Employer calls upon a Member to undertake additional administrative duties. The Member and the Employer shall negotiate and agree to the details of such duties. The Association and the Employer shall negotiate and agree to the terms for appropriate compensation. When such circumstances are foreseeable, and insofar as possible, arrangements for such additional duties shall be made well in advance (e.g. four months or more).

20.100 Holidays – Faculty

The following shall be considered paid holidays for Faculty Members for the purpose of this Agreement:

New Year's Day	Natal Day
Maundy Thursday	Labour Day
Good Friday	Thanksgiving Monday
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Nova Scotia Heritage Day	

or the day(s) officially proclaimed in lieu of such paid holidays and any holidays declared by the Administration in any year to be of general application throughout the University (e.g. Christmas closures).

20.110.10 Faculty Members are entitled to one month of paid vacation per annum, defined as 22 work days. Faculty Members who have served 15 years or more with the University are entitled to an additional 5 work days of vacation.

20.110.20 Faculty Members are required to provide advance notice to the Dean's office as to the timing of their vacation period.

20.120 Working Conditions – Professional Librarians

20.120.10 The Professional Librarian's normal daily work hours shall be eight (8) hours and the

normal weekly hours shall be forty (40) hours, including a daily, hour long paid lunch break. Hours may include evenings (to 9:00 p.m.).

20.120.20 A reduced work week of thirty-five (35) hours for Professional Librarians shall be effective during Summer hours, but not during the Summer academic term. Dates are to be determined in the annual AST Academic Calendar.

20.120.30 Professional Librarians may be called on at times to work in excess of eight hours in a day. In such cases, they will be given reasonable notice. Any approved work in excess of the normal two week work period (to a maximum of 80 hours) to meet operational requirements shall be compensated at a rate of one and one-half times the Professional Librarian's normal rate of pay calculated on an hourly basis for that purpose, or at the option of the Employer, time off in lieu thereof on a basis of one and one-half hours off for each one hour of overtime worked. A Professional Librarian's workweek cannot total more than 48 hours (40 hour workweek + 8 hours of overtime).

20.120.40 The following shall be considered paid holidays for Professional Librarians for the purpose of this Agreement:

New Year's Day	Natal Day
Maundy Thursday	Labour Day
Good Friday	Thanksgiving Monday
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Nova Scotia Heritage Day	

or the day(s) officially proclaimed in lieu of such paid holidays and any holidays declared by the Administration in any year to be of general application throughout the University (e.g. Christmas closures).

20.130 Vacation - Professional Librarians

20.130.10 Service for vacation purposes shall mean continuous compensated service in the employ of the Employer.

20.130.20 Professional Librarians are entitled to one month of paid vacation per annum, defined as 22 work days. Librarian Members who have served 15 years or more with the University are entitled to an additional 5 work days of vacation.

20.130.30 If the Library is closed by the Administration, Librarian Members must take that time as vacation unless otherwise negotiated with the Dean, who shall take into account the impact of such a request on library operations and the workloads of other librarians. Closure decision shall be made no later than February 1st of each year.

- 20.130.40 The Librarian Member may take the remainder of his/her annual vacation at any time during the year that is agreeable to the Professional Librarian Member and Library Chair. Vacation credit, or any part thereof, shall not normally be cumulative or transferable from one year to another.
- 20.130.50 If while on vacation a Librarian Member's annual vacation is interrupted for a period of five (5) consecutive calendar days through serious illness or injury, or for a shorter period, all or part of which involves hospitalization or death in the immediate family which qualifies for bereavement leave, the period of annual vacation displaced shall be charged against a Member's sick or bereavement leave credits when medical evidence satisfactory to the Employer is provided.
- 20.130.60 If a paid holiday as outlined in Article 20.120.40 falls on a Professional Librarian's scheduled day off or within his/her vacation period, he/she shall be entitled to a paid holiday on the first working day following his/her vacation, unless other mutually agreeable arrangements are made in advance.

20.150 Legal Liability

The Employer shall indemnify and save harmless all members of the Faculty and Professional Librarians from legal liability and all actions, causes of action, claims or demands whatsoever arising out of any occurrence occurring during the course of or performed pursuant to and within the scope of his/her employment, save and except in the case of gross negligence or wilful misconduct, provided timely notice is given to the Employer of any occurrence giving rise or likely to give rise to a claim against a member of the University.

20.160 Intellectual Property, Patents and Copyright

- 20.160.10 Intellectual property means any result of intellectual or artistic activity, created by a Member, that can be owned by a person. This includes, but is not limited to, inventions, publications, computer software, works of art, industrial or artistic designs, video footage or productions, as well as other creations that can be protected under patent, copyright, or trademark laws.
- 20.160.20 Any provisions of Article 20.160 shall apply to joint creators of a piece of intellectual property, on a pro rata basis.

20.160.30 All intellectual property is owned by the Member who creates it except in those cases:

- (a) where there is a written contract to the contrary to which the Member is a signatory and that assigns the ownership rights of the intellectual property to the Employer or the third party; or
- (b) where the Employer provides funds, resources, and facilities to the Member clearly beyond those required for the payment of the Member's salary and benefits; for the provision of a normal academic environment in which to work; and for the performance of a regular workload by the Member, in which case, the Member shall agree to share ownership rights of the intellectual property with the University. In such cases, the parties shall negotiate an agreement that details the respective share of ownership rights of the intellectual property. The Member may represent himself or herself or may assign a representative.

20.160.40 The Employer shall not enter into any agreement with a third party which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of a Member without the Member's written consent.

20.160.50 The Association shall be given copies of the agreements or contracts specified in Article 20.160.30(a) within 10 days of their conclusion. The nature and content of these agreements or contracts will remain confidential.

20.160.60 In recognition of the University's commitment to scholarship, including teaching, research, and publication activities:

- (a) the Employer agrees that Members have complete intellectual and artistic freedom in the creation of intellectual property and the unqualified right to disseminate by any means whatsoever the intellectual property which they own; and
- (b) the Member shall grant to the University a non-exclusive, royalty free, irrevocable, indivisible, and non-transferable right to use, solely for internal, non-commercial educational, and research purposes, all intellectual property developed by Members with the use of the University's time, facilities, and resources.
- (c) Members are sole copyright holder of their own lectures. If requested by any Member, the Employer shall give reasonable assistance to prevent publication, recording, or broadcasting of lectures not authorized by the Members concerned.

20.160.70 In the event that the ownership rights of intellectual property become a matter of dispute, the matter shall be submitted to mediation before an individual experienced in such matters and mutually agreed upon by the Employer and the Association. If a satisfactory resolution is not provided by mediation, the matter shall be submitted directly to arbitration as specified in Article 25.

20.160.80 In the event that either the Patent or Copyright Acts of Canada are amended to the extent

that Article 20.160 requires revision, the parties to this Agreement shall re-open the negotiation of Article 20.160 by mutual agreement.

20.170 Patents

- 20.170.10 The Employer and the Association agree that Members have no obligation to seek patent protection for the results of their work or to modify research to enhance patentability; nor is the Employer under any obligation to exploit any potentially patentable discoveries or creations arising out of any Member's work.
- 20.170.20 Potentially patentable discoveries or creations arising out of any Member's work shall be disclosed to the Employer prior to public disclosure. The purpose for such disclosure is to allow the Employer to determine if it has ownership rights or obligations to a third party under any contracts provided in Article 20.160.30(a).
- 20.170.30 In those cases where Article 20.160.30(a) does not apply to potentially patentable discoveries or creations, the Employer and the Member who owns the intellectual property may enter into an agreement to pursue a patent application in the name of the Member. The cost of this process shall be paid by the Employer. The Member and the Employer shall share in the net proceeds on a case-by-case basis, but in no case shall the Member receive less than 50%. "Net proceeds" means the proceeds after deduction of all costs incurred by the Member and/or the Employer for patent searches, for obtaining patent protection, and for maintaining said protection in Canada and other countries.
- 20.170.40 In the event that the Member and the Employer enter into an agreement pursuant to Article 20.160.30(b) but are unable to agree to an income sharing arrangement as specified in Article 20.160.30(b), the matter will be referred to mediation and arbitration pursuant to Article 20.160.70. Either the Member or the Association may have carriage of the dispute.
- 20.170.50 In the event that the Employer elects not to pursue a patent application on behalf of an Member within forty-five (45) days following disclosures made under Article 20.170.20, Members shall have the right to make their own arrangements for patent protection at their own expense and shall be entitled to all the proceeds therefrom.
- 20.170.60 The Employer waives, disclaims and abandons any interest in or claim to any invention, improvement, design or development made by Members without the use of the University's time, resources, or facilities.
- 20.170.70 In all circumstances where an Member wishes to use the University's time, resources, and facilities exclusively for development or production of potentially patentable discoveries and creations, the Member shall enter into a written agreement with the Employer as specified in Article 20.160.30(b) which details the specific provision and use of funds, equipment, facilities, and resources; and which also delineates any

assignment of intellectual property rights that may be related to the potential discoveries or creations.

20.180 Copyright

- 20.180.10 In accordance with Article 20.160.30, and as provided for by the Copyright Act of Canada, a Member who is the creator, the author, or the first person bringing the work into existence is the owner of copyright in the work.
- 20.180.20 Copyright applies to all original scholarly, scientific, literary, dramatic, musical, artistic, and recorded works. Such works include but are not limited to: books, texts, articles, monographs, glossaries, bibliographies, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic composition, choreographic works, cartographic materials, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer programs, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, and other works of art.
- 20.180.30 The parties to this Agreement agree that the copyright to all forms of scholarly, scientific, literary, dramatic, musical, artistic and recorded works shall be retained by the Members responsible for the creation of the work. The Employer acknowledges that it has no interest in and makes no claim to any copyright for works created by a Member except as set out in Article 20.180.40.
- 20.180.40 The Member shall share copyright with the Employer when:
- (a) the Employer provides direct support for the creation of the work as specified in Article 20.160.30(b); or
 - (b) the Employer directly commissions the work or enters into an agreement under Article 20.160.30(a).
- 20.180.50 Members responsible for the creation of any work shall retain all rights to adjust, amend, and disseminate, including for profit, their copyrighted material as they see fit. Members doing so shall be cognizant of the potential impact of this practice on other academic communities and scholars.
- 20.180.60 In the event that a Member who is the owner of a copyright is deceased, Atlantic School of Theology will not seek to assert rights that it did not hold while the Member was living.

20.190 Office Space and Equipment

- 20.190.10 Each full time Faculty Member shall be provided with an individual office. Each Professional Librarian shall be provided with an individual office or workspace with the right to make use of meeting rooms, in accordance with Library booking policies, for conducting confidential business. Members' offices or workspaces shall be equipped with office equipment that meets the needs of Members as well as a standard configuration desktop and/or laptop computer linked to the Internet and the University computer network. The Employer shall provide site licenses for word processing, spreadsheet, database, virus protection, and Internet browser, and technical support for hardware installation and repair and for the (re)installation and/or (re)configuration of software. The Employer is committed to upgrading hardware and software on a regular basis in order to keep teaching and communication capacities up to date. To enable excellence in teaching and course delivery, the Employer will continue to invest in the technological infrastructure of the University. Further, the Employer will ensure that Information Technology maintenance and support is provided in a timely way, as needed.
- 20.190.20 The Employer shall also provide to all Members suitable and adequate access to good quality equipment for printing, photocopying, document scanning, and video cameras or web cameras (if needed) in order to carry out their responsibilities, without charge. It is understood that all research- and teaching-related printing and photocopying within the AST Library shall be provided without charge to Members, subject to Article 20.60.60.
- 20.190.30 Any computer hardware or software requested by Members shall be dealt with on a case-by-case basis by the Administration. In examining such requests, consideration will be given to the role that the requested equipment shall play in advancing the Member's teaching, scholarship, research, service, and/or librarian responsibilities, as well as the University's strategic plan and availability of financial resources. Such requests shall not be unreasonably denied.

20.200 Parking

The Employer shall provide one on-campus undesignated parking space to each Member without charge. The Employer shall provide one outdoor and one indoor bicycle rack for the non-exclusive use of Members.

ARTICLE 21 : SALARY AND ALLOWANCES

21.10 Salary

21.10.10 Each full-time Faculty Member and Professional Librarian shall receive the annual salary applicable to his/her place on the Salary Scales attached and forming part of this Agreement as Schedule "A1" for Faculty Members and Schedule "A2" for Professional Librarians. A Salary Scale shall become effective on the date set out below opposite from the Salary Scale and shall replace any previously effective Salary Scales.

Salary Scale 1 – April 1, 2016

Salary Scale 2 – April 1, 2017

Salary Scale 3 – April 1, 2018

21.10.20 Each Member's salary step for 1 April 2016 - 31 March 2017 shall be the step that is one higher than the numerical step she or he occupied (within the appropriate rank) in 1 April 2015 - 31 March 2016. This salary figure shall be registered as the step at which the Member shall remain for 1 April 2016 - 31 March 2017, unless she or he is or was promoted a rank within 1 April 2016 - 31 March 2017.

21.10.30 For the application of the Salary Scales to individual Members, the proper placement on the scale of each individual Member to whom the scale applies will be updated on April 1 of each salary year and recorded, and shall be incorporated in and be part of this Collective Agreement.

21.10.40 The first level for each of the ranks shown on the effective Salary Scale shall also be the salary floor for that rank. No Member, when appointed to any specific rank, shall receive a salary less than the floor for that rank.

21.10.50 The salary levels in each rank are annual incremental levels; thus a Member's salary shall advance one (1) salary level for each year of full-time service in that rank at Atlantic School of Theology until he/she reaches the highest level for that rank, and no other rank's levels shall apply to him/her unless and until he/she is promoted to such other rank according to the procedures specified in this Agreement. For clarity, this means that progress through the ranks will occur annually for all Members.

21.10.60 Salary upon promotion to a new rank shall be determined by first calculating the new salary in the old rank as of the effective date of the promotion, then moving to the closest grid point for the new rank which exceeds this new salary.

- 21.10.70 A full-time Member with an appointment for a period shorter than one (1) year, shall receive a pro-rated annual salary for his/her appropriate place on the scale.
- 21.10.80 A Member meeting minimum qualifications at the time of first appointment will be placed in the lowest salary step for his or her rank at the time of hiring. Relevant prior employment, experience, duties, and responsibilities will be taken into consideration and may merit placement at one or more steps above the lowest step within that rank.
- 21.10.90 A salary adjustment following initial placement within the salary steps may be considered. The process for adjustment shall be agreeable to both the Employer and the Association.

21.20 Payment

Each Member on a regular appointment shall have his/her annual basic salary distributed over the twelve (12) month calendar year. Payment shall be made in twenty-six (26) instalments. A Member not on a probationary or tenured appointment may be paid on a different time schedule according to the terms of his/her appointment.

21.30 Travel

Should Faculty Members be required to teach courses away from the AST Halifax campus (Franklyn Street), a clause outlining the terms and conditions of such teaching will be negotiated between the Employer and Association and appended to this Agreement.

21.40 Tuition Waiver

- 21.40.10 A Member and his/her spouse and dependent children shall be entitled to a fifty per cent (50%) reduction in tuition for degree courses and thesis supervision undertaken at the University.
- 21.40.20 The dependent children and spouse of a full-time Faculty Member and full-time Professional Librarian with no less than one year of service, who dies while employed by the Employer or while in receipt of Long Term Disability from the Employer, shall be entitled to waiver of fifty per cent (50%) of the tuition for degree courses and thesis supervision undertaken at the University.

21.50 Research Stipend

A Faculty Member or Professional Librarian may request that a portion of his/her salary be earmarked for research. He/she shall submit a research proposal along with an itemized budget for the proposed research to the Dean. It is understood that the Employer provides no guarantee that research expenses designated this way will be acceptable to Canada Revenue Agency.

21.60 Professional Activities Expenses

- 21.60.10 The Employer shall fund research and professional activities expenses of Faculty and Professional Librarians incurred as a result of the Employer's ongoing expectation that Members will participate in research and professional development. These activities advance the University's purpose of expanding scholarly knowledge and further the Employer's goal of developing the ability or effectiveness of Members as teachers, librarians, and/or scholars of the University. All such expenses are understood to be incurred by the Employer. The Employer (through the Dean or President) shall normally confer with Members about the nature and extent of such expenses prior to expenditure. Such expenses shall be subject to an annual maximum per Member (see Articles 21.60.30 and 21.60.50).
- 21.60.20 Professional Activities expenses include but are not limited to:
- (a) travel and associated expenses related to meetings, conferences, study leave, or other similar professional activities, including but not limited to travel costs, fees, registration, passport and visa fees, accommodation, meals, and related taxes;
 - (b) registration fees and other expenses for meetings of learned societies, other professional organizations, workshops, seminars, courses, and similar activities;
 - (c) membership fees in learned societies and professional organizations;
 - (d) books and subscriptions to scholarly journals, including shipping costs for the same;
 - (e) retaining of research assistants;
 - (f) expenses directly associated with teaching responsibilities or current active research or professional programmes.
- 21.60.30 Commencing April 1, 2010, Professional Activities expenses assigned to each full-time Faculty Member shall be up to \$2000 per year provided they are a justified expense pursuant to Article 21.60.20. This amount shall be available in full to Faculty Members on sabbatical leave. On April 1, 2015, this amount shall be revised to \$2,200 per year.
- 21.60.40 The Employer shall establish in its budget an allocation of \$5,000.00 for a Research Assistant Fund to which Members may apply to hire a person to assist the Member in his/her research. The allocation is on a non-cumulative basis. Individual Members may apply to the Dean for funding up to \$1000.

The Member shall submit, with his/her application, a statement of his/her proposed study, research, or other planned activity for the person they are interested in hiring. The application should also indicate the hoped-for results and describe how the project will advance the work of the Member as a scholar, professional, and/or professor.

The Member must apply no later than June 1st. The Dean will, no later than June 15th, reply to the Member as to whether they will be receiving any part of the Research Assistant Fund.

Unspent monies may be carried over into the following fiscal year with the consent of the Dean. The Member concerned must apply to the Dean in writing for such carry over not later than March 1st.

- 21.60.50 Commencing April 1, 2013, Professional Activities expenses assigned to each Librarian Member shall be up to \$1,400 per year provided they are a justified expense pursuant to Article 21.60.20. This amount shall be available in full to Professional Librarians on Research or Professional Development leave.
- 21.60.60 Members may request additional Professional Activities funding to pay for professional activities costs in excess of the current funding limit, subject to availability and the benefit to be gained by expending the extra resources. Any granting of a request for additional Professional Activities funding is absolutely discretionary.
- 21.60.70 Professional Activities funds are considered to be portable for each Member within any two consecutive fiscal periods of the University, provided that sufficient notice is given to the Dean or Library Chair (in the case of Librarian Members). If not used in two consecutive fiscal periods, the entitlement to these funds will lapse, unless otherwise agreed. The Administration reserves the right to limit the number of claimants or the amount to be ported in any given period. Written notice must be provided by the Member no later than January 15th if the current year's entitlement is intended to be carried over into the next fiscal period.

21.70 Procedures to Claim Reimbursement from the Professional Activities Fund and the Research Travel Fund

- 21.70.10 Faculty Members shall submit their claims to the Dean, and Librarian Members to the Library Chair, or their designates, within sixty (60) days of the expenses being incurred but no later than March 31st.
- 21.70.20 All claims for reimbursement shall be accompanied by appropriate documentation, including original receipts, where available.
- 21.70.30 Members may request an advance on large anticipated expenses provided that documentation is provided to indicate that the request for an advance is at an appropriate level. Members must furnish original receipt(s), where available, for such anticipated

expenses to the Business Office not later than 30 days after the expense is incurred.

- 21.70.40 A Member who undertakes a course of study or workshop or similar training at the request of the Employer shall be reimbursed in full for all related expenses. Such reimbursement shall not be counted against the Member's allocation of funds for Professional Activities.
- 21.70.50 Reimbursements made under the provisions of Articles 21.60 through 21.70.40 are considered to be incurred by the Employer.

21.80 Fitness Allowance

In view of the shared goal of the Employer and the Association to promote the long-term health and well-being of Members, the Employer shall make best efforts to arrange for the Members to receive a discounted rate for St. Mary's University fitness centre, and shall furnish to Members an annual taxable fitness allowance of \$250.00. Such allowance shall be furnished only upon receipt of an original statement of fees paid for fitness classes, fitness facility membership, or equivalent.

ARTICLE 22 : EMPLOYEE BENEFIT PLANS

- 22.10 Interuniversity Services Inc. is an incorporated body whose Benefits Committee is comprised of Human Resource professionals from member Maritime Universities who assess contracts for Medical and Dental Insurance, Life Insurance and Long Term Disability Insurance Plans (the "Plans"). It is the practice of the Employer to accept the recommendation by Interuniversity Services Inc. for the provision of the Plans. By purchasing Plans in conjunction with other Universities, the Employer is able to obtain improved benefits at a lower price.
- 22.20 Subject to their terms and conditions, the Plans in operation as of the date of the signing of this Agreement shall continue in operation for the term of the Agreement, or until such time during the Agreement as a new plan is accepted by Interuniversity Services Inc. on behalf of the Employer. Both parties recognize that the benefit providers may make changes to the Plans at any time. The Employer shall make reasonable efforts to ensure, through Interuniversity Services Inc., that the benefits purchased are comparable or better to what is provided currently, and with competitive rates.
- 22.30 Should the terms and conditions of any Plan be revised during the term of the Agreement, the Association shall be apprised of the details.
- 22.40 Subject to the terms and conditions, the Pension Plan in operation as of the date of the signing of this Agreement shall continue in operation for the term of the Agreement, or until such time during the Agreement as a new pension plan is agreed upon by the Employer and the Association.

- 22.50 The Employer shall make no changes to the current Pension Plan specified in Article 22.40 without the consent of the Association.
- 22.60 The Employer and Members shall provide their respective premium contributions to the Plans and Pension Plan, specified in Article 22.10 and 22.40, for the duration of this Agreement.
- 22.70 The Employer shall establish a Flexible Health Fund that Members may access to offset health and dental expenses not otherwise covered by the Plans.
- 22.71 The Employer shall contribute \$200 per annum per Member to the Flexible Health Fund, beginning April 1, 2016.
- 22.72 Members shall submit their Health Fund claims to Medavie Blue Cross in accordance with the procedures established by Medavie Blue Cross and the Canada Revenue Agency.
- 22.73 Members who are not participants in the AST Health and Dental Plan shall receive a benefit comparable to that outlined in Articles 22.70 and 22.71.

ARTICLE 23 : LEAVE

- 23.10 For the purposes of this Article, “service” shall mean full-time service at the University. Subject to other specific provisions of this Agreement, if warranted in the judgement of the Administration, a leave of absence granted by the Employer may be counted as fully or partially equivalent service. Confirmation that the leave of absence will be counted as full or partial equivalent service must be approved in writing by the Dean or President before the leave commences. If a Member’s leave of absence is not counted as fully or partially equivalent service, the total service contributions at the end of the leave shall be equal to the total service contributions accumulated at the time the leave commences.

23.20 Sick Leave

The Employer shall grant sick leave with salary and benefits to a Member on account of illness, accident, disability, surgery, exposure to contagious disease, or physical or emotional inability to perform his/her duties. In any case exceeding five (5) working days, the Employer reserves the right to require certificates from a legally qualified medical practitioner. When the Member has been unable to perform his or her duties for a period of one hundred and twenty (120) working days, or such other qualifying period required by a long term disability policy, he or she is required to apply for Long Term Disability Benefits. To the extent possible the application shall be submitted before the

completion of the 120 elimination period. To every extent possible, the Administration is to be kept informed of the Member's expected length of absence, and the progress of her/his return to health.

23.30 Compassionate and Bereavement Leave

23.30.10 Compassionate Leave. It is recognized that certain emergencies may arise in a Member's personal or family life which require his/her absence from the University for a limited period of time. Before departure, so far as possible, notice of such emergencies shall be given to the Dean who shall authorize leave for an appropriate period. It is understood that the Member will give reasonable assistance to the Dean in making substitute arrangements satisfactory to the Employer for his/her teaching, librarian, and/or other responsibilities during his/her period of leave.

23.30.20 Bereavement Leave. In the event of the death of a member of a Member's immediate family, the Member will be granted a leave of up to five (5) days without loss of pay for the purpose of travel, making funeral and/or other arrangements, or attending the funeral. The term "member of a Member's immediate family" means spouse or common-law partner; or child, step-child, child under legal guardianship, grandchild, parent, grandparent, brother, or sister of the Member or of the Member's spouse or common-law partner.

In the event of the death of a close friend or other relative of a Member, the Member may be granted up to three (3) consecutive working days leave with pay. For the purpose of this section, the leave will normally start at midnight following the day of notification of the death.

23.30.30 Upon the approval of the Dean, a Member may be granted leave, with pay, of up to one (1) day to attend the funerals of others. In addition to the above, a Member may be granted up to two (2) days for travel, without loss of pay. Approval for these leaves will not be unreasonably withheld.

Additional days of bereavement leave, without loss of pay, may be granted at the discretion of the Dean or his or her delegate.

23.30.40 Compassionate and bereavement leave will not displace vacation time. If the death of a family member occurs while a Member is on vacation, or if the need for compassionate leave arises during a vacation period, the Member will receive bereavement or compassionate leave and the vacation days shall be taken at a later date in the same year.

23.40 Sabbatical Leave - Faculty Members

Principles and Implementation

- 23.40.10 The Employer recognizes the importance of granting sabbatical leave to full-time Faculty Members for engaging in activities that promote professional development such as continued research and writing, professional experience, or intellectual renewal.
- 23.40.20 While sabbatical leaves are available to Faculty Members, they are not granted automatically. The utilization of the sabbatical leave should benefit the leave taker, Atlantic School of Theology, and the academic community in general.
- 23.40.30 A Faculty Member on sabbatical leave shall continue to receive all benefits and shall suffer no loss, due to such leave, in rank, position, or salary entitlement upon her or his return.
- 23.40.40 Once a sabbatical leave has been granted, it is expected that the Faculty Member will take the leave.
- 23.40.50 The Dean and the Faculty as a whole shall cooperate in planning the sabbatical leaves of Members well in advance.
- 23.40.60 Should two or more Faculty Members simultaneously become eligible for sabbatical leave, any issue of priority will be determined by the Dean in consultation with the President and the Faculty. In determining priority (if necessary), the proposed sabbatical leave activity will be one of the determining factors.

If the number of applicants for sabbatical leave exceeds budgetary limitations, a decision on priorities will be made by the Dean in view of the academic merit of the applications and consideration of seniority.

23.50 Period of Sabbatical Leave

- 23.50.10 Sabbatical leave shall be either for one full year or for one-half year subject to the restrictions of Article 23.60.50. Half-year sabbatical leave, when granted, shall extend from either July 1 to December 31 or from January 1 to June 30.
- 23.50.20 Sabbatical leaves may commence on dates other than those indicated in Article 23.50.10 if the alternative dates are approved by the Dean.

23.60 Application

- 23.60.10 The Faculty Member shall make application, in writing, to the Dean no less than 12 months prior to the date of commencement of the proposed sabbatical leave (e.g.,

- applications for sabbatical leaves commencing on July 1, September 1 or January 1 of any year must be made by July 1, September 1, or January 1 of the previous year). The Faculty Member shall submit, with his/her application, a statement of his/her proposed study, research, or other planned activity during the period of leave. The application should also indicate the hoped for results and describe how the project will advance the work or the individual as a scholar, professional, and/or professor. The Dean shall assess of the implications of the requested sabbatical leave(s) on the University's ability to offer its academic programme(s), and the number and kind of replacements that would be required.
- 23.60.20 The Dean shall communicate his decisions on sabbatical leave requests within sixty (60) days from receipt of an application, having taken into account the proposed sabbatical leave activity, the applicant's record of scholarship, and the implications of such leaves, if granted, for academic programmes, teaching allocations and financial resources. If the application is denied, written reasons will be provided.
- 23.60.30 A Faculty Member intending to apply for sabbatical leave is encouraged to seek outside financial support for his/her sabbatical leave. The Dean shall provide reasonable direction and support for the Faculty Member's efforts to secure outside financial support including salary replacement.
- 23.60.40 In general during the leave period, a Faculty Member shall not take outside employment other than that which contributes to the Faculty Member's professional development. A Faculty Member may apply for and receive permission from the Dean to undertake suitable and limited paid work provided such work does not interfere with the research agenda of the sabbatical leave.
- 23.60.50 Faculty Members become eligible for a six (6) month sabbatical leave according to the provisions of this Article on completion of a minimum of three (3) years of full-time service in the rank of Assistant Professor or above. Faculty Members become eligible for a twelve (12) month sabbatical leave according to the provisions of this Article on completion of a minimum of six (6) years of full-time service uninterrupted by sabbatical leave in the rank of Assistant Professor or above. Eligibility for subsequent sabbatical leaves shall follow six (6) years of full-time service uninterrupted by sabbatical leave for full year sabbatical leave, or three (3) years of full-time service for half-year sabbatical leaves.
- 23.60.60 The Employer may defer granting sabbatical leave, within reason, where such leave will affect the University's ability to offer its programmes. Where a sabbatical leave is deferred at the request of the Employer, the Faculty Member shall receive one year's credit, or six months' credit, towards his/her next sabbatical leave request entitlement for each year or half-year of deferral, as applicable.

23.70 Financial Support for Sabbatical Leave

- 23.70.10 A Faculty Member granted sabbatical leave shall receive 90% of his/her normal salary, benefits, and pension contributions, for the period of leave, including normal increases that apply to all Members.
- 23.70.20 In the case a sabbaticant requests that, while on sabbatical leave, a portion of his/her salary be earmarked for research, he/she shall submit the research proposal along with an estimate of the expenses to be incurred to the Dean. It is understood that the Employer will provide no guarantee that research expenses as presented by sabbaticants will be acceptable to Canada Revenue Agency.

23.80 Other Sabbatical Leave Provisions

- 23.80.10 A Faculty Member who has taken a sabbatical leave shall be expected to return to the University for a period of time equal to his/her sabbatical leave. A Faculty Member who fails to return to the University for a period of time equal to his/her sabbatical leave shall be required to reimburse the Employer for the cost of salary and benefits paid by the Employer during the sabbatical leave period. On application to the President, this requirement may be waived.
- 23.80.20 A Faculty Member returning from sabbatical leave shall submit to the Dean, no later than two (2) months after completion of his/her sabbatical leave, a detailed written report of activities during the leave indicating how the sabbatical project was pursued and how its objectives were achieved. The Employer may request more information regarding the nature and scope of activities undertaken during the sabbatical leave.
- 23.80.30 In the event a Faculty Member applies for and is otherwise qualified for a sabbatical leave but the leave is not granted because of the application of the provisions of this Article, that Faculty Member's application shall receive priority consideration the following year. It is the Faculty Member's obligation to initiate a new request for a sabbatical leave when the previous request has been either deferred or refused.

Individuals who do not apply for sabbatical leave when entitled or who decline to take such leave when granted, will be placed last in priority for the next immediate academic year. This provision shall be waived in cases where the reason for refusal is due to sick leave, pregnancy/parental/care-giver leave, extreme personal hardship or valid academic reason.

- 23.80.40 A Faculty Member who has had an approved six-month sabbatical shall be required to teach, at most, two (2) courses during the semester that does not fall within the sabbatical leave period. For the next approved six month sabbatical, the Faculty Member shall be required to teach three (3) courses during the semester that does not fall within the sabbatical leave period. This alternating pattern shall continue for all subsequent approved six month sabbaticals for that Faculty Member.

23.90 Professional Development Leave - Professional Librarians

23.90.10 A Professional Librarian who has been employed by the Employer for a minimum of one year is entitled to up to fifteen (15) Professional Development days per year. These days must be for the Professional Development of the Member and of benefit to the academic community in general, the Library, and/or the University. These fifteen (15) days are exclusive of any request by the Employer of the Professional Librarian to attend professional development training or programmes.

23.90.20 Time taken under 23.90.10:

- (a) may not be carried beyond June 30 of any year;
- (b) shall be scheduled with the Dean.

23.90.30 A Professional Librarian seeking leave shall submit a written application to the Dean prior to the proposed leave and the application shall include the following:

- (a) the period of the leave, and
- (b) a statement of the proposed activity and its professional value to the Professional Librarian, the Library, the University, and/or the wider academic community, including the librarian profession.

The Dean shall communicate her or his decisions on professional development leave requests within a reasonable time from receipt of an application. If the application is denied, written reasons will be provided.

23.90.40 Within one (1) week of completion of the Professional Development Leave, a Professional Librarian must submit a report to the Dean.

23.100 Leave of Absence for Political or Ecclesial Office or other Public Service

23.100.10 The Employer recognizes that Faculty Members and Professional Librarians are free to participate in public life.

23.100.20 The Employer shall, upon written request to the President, grant leave of absence to a Member to be a candidate in Federal, Provincial, or Municipal elections, subject to the following conditions:

- (a) The Member shall be entitled to one month's leave of absence with full salary and benefits during a Federal, Provincial or Mayoral election campaign and one week's leave of absence with full salary and benefits during a Municipal Council election campaign.

- (b) It is understood that the Member will give reasonable assistance to the Dean (and the Library Chair, in the case of Librarian Members) in making substitute arrangements satisfactory to the Employer for his/her teaching, librarian, and/or other responsibilities during his/her period of leave as specified in Article 23.100.20(a) above.
- 23.100.30 If a Member is elected to public office, he/she shall be entitled to leave of absence as follows:
 - (a) as a Member of Parliament or as Mayor of the Halifax Regional Municipality: full-time leave of absence without pay for one term of office;
 - (b) as a Member of the Legislative Assembly or to a Municipal office other than Mayor: a pro-rated leave of absence during one term of office with pay pro-rated to duties performed. The duties involved and consequent remuneration applicable shall be determined by the Dean after consultation with the Member concerned (and the Library Chair, in the case of a Librarian Member).
- 23.100.60 The Employer recognizes that Faculty Members and Professional Librarians are free to participate in ecclesial life. The Employer shall, upon written request to the President, grant leave of absence to a Member who is elected or appointed to significant ecclesial office or other responsibility, subject to the following conditions:
 - (a) full-time leave of absence without pay for one term of office or appointment, should the office held entail full-time responsibilities; or
 - (b) a pro-rated leave of absence during one term of office or appointment, with pay pro-rated to duties performed. The duties involved and consequent remuneration applicable shall be determined by the Dean or Library Chair after consultation with the Member concerned.
- 23.100.70 If a Member is elected or appointed under any of the terms of Articles 23.100.20 – 23.100.60, she/he will give reasonable assistance to the Dean in making substitute arrangements satisfactory to the Employer for his/her teaching and/or other responsibilities during his/her period of leave (and the Library Chair, in the case of a Librarian Member).
- 23.100.80 A Member, whether serving as such or on leave, upon being elected or appointed under any of the terms of Article 23.100.20 – 23.100.60 for a second consecutive term, shall be deemed to have voluntarily terminated his/her University appointment.

23.110 Pregnancy and Parental Leave

A Member has the right to begin pregnancy or parental leaves as defined in this Article

in the middle of an academic term. In such cases, the Employer assumes the responsibility to arrange coverage for the Member's duties. In no sense is a Member obliged to compensate the Employer for such coverage. Likewise, a Member has the right to resume her/his duties in the middle of a term if her/his leave ends at such a time.

- (a) Subject to the notice provisions of Article 23.130, the Employer shall, upon the request of a pregnant Member, grant the Member 17 weeks of unpaid Pregnancy Leave.
- (b) A Member may begin Pregnancy Leave no earlier than seventeen (17) weeks before the expected birth date.

23.120 Pregnancy Leave with Supplemental Benefits

23.120.10 During the period of Pregnancy Leave as specified in Article 23.110(a), a Member who has been employed by the Employer for at least one Academic Year immediately preceding the expected birth date is entitled to supplementary benefits as follows:

- (a) For the first two (2) weeks the Member shall receive 95% of her nominal salary;
- (b) For up to a maximum of fifteen (15) additional weeks, the Member shall receive an amount equal to the difference between the Employment Insurance (EI) benefits received and 95% of the Member's nominal salary.
- (c) In the case of 19.61.10, payments shall begin no earlier than eight (8) weeks before the expected birth date and end no later than seventeen (17) weeks after the birth unless the child is confined to hospital. In the event of a miscarriage or a still birth she shall be entitled to sick leave under Article 23.20.

23.120.20 To receive the supplementary employment benefits defined in Article 23.120.10, the Member shall supply the Administration with proof of application to the Employment Insurance Commission for EI pregnancy leave benefits.

23.130 Notice Required for Pregnancy Leave

23.130.10 The Member shall give the Administration at least six (6) weeks' written notice of the date the Pregnancy Leave is to begin. The payment of supplementary benefits under Article 23.120.10 also requires six (6) weeks' notice.

23.130.20 The notice period in Article 23.130.10 shall not apply if the Member stops working because of complications caused by her pregnancy or because of a birth, still birth or miscarriage that happens earlier than the Member was expected to give birth. In such circumstance, the Member shall, within two weeks of stopping work, give the Administration written notice of the date the pregnancy leave began or is to begin.

23.130.30 Where notice required under Article 23.130.10 or 23.140.30 is not possible due to circumstances beyond the control of the Member, the Member shall provide the Administration as much notice as reasonably practicable of the commencement of her leave or her return to work.

23.140 End of Pregnancy Leave

23.140.10 The Pregnancy Leave of a Member who is entitled to take Parental Leave under Article 23.160 shall end seventeen (17) weeks after the Pregnancy Leave began.

23.140.20 The Pregnancy Leave of a Member who is not entitled to take Parental Leave shall end on the later of the day that is seventeen (17) weeks after the Pregnancy Leave began or the day that is six (6) weeks after the birth, still birth or miscarriage. In the case of still birth or miscarriage, the Member will also be entitled to sick leave coverage, under Article 23.20, and other salary insurance coverage after the date the pregnancy ends if the Member cannot return to full-time work for medical reasons.

23.140.30 If a Member on Pregnancy Leave wishes to take less than seventeen (17) weeks' Pregnancy Leave, the Member shall give written notice to the Administration of her intention to return to work at least four (4) weeks prior to her expected date of return.

23.150 Post-Natal/Post-Adoption Leave

On the occasion of the birth of her/his child, or the birth of a child he/she is adopting, a Member who is not taking a Pregnancy Leave shall be entitled to a leave with full salary and benefits, and without loss of seniority, of up to ten (10) days, to be taken at the discretion of the Member within four (4) weeks of the birth. A Member taking such leave shall give the Administration as much advance written notice as possible.

23.160 Parental Leave

23.160.10 A Member who has been employed by the Employer for at least 13 weeks, who becomes a parent for one or more children through the birth of the child or children, is entitled to an unpaid leave of absence of up to thirty-five (35) weeks.

23.160.20 A Member who becomes a parent for one or more children through the placement of the child or children in the care of the Member for the purpose of adoption of the child or children pursuant to the law of the Province, is entitled to an unpaid leave of absence of up to thirty-five (35) weeks.

23.160.30 Where a Member takes pregnancy leave pursuant to Article 23.110 and the Member's newborn child or children arrive in the Member's home during pregnancy leave,

parental leave begins immediately upon completion of the pregnancy leave and without the Member returning to work and ends not later than thirty-five (35) weeks after the parental leave began.

- 23.160.40 Where a Member did not take pregnancy leave pursuant to Article 23.110, parental leave begins on such date as determined by the Member coinciding with or after the birth of the child or children first arriving in the Member's home and ends not later than thirty-five (35) weeks after the parental leave begins or fifty-two (52) weeks after the child or children first arrive in the Member's home, whichever is earlier.
- 23.160.50 When a parental leave has begun, and the child is hospitalized for at least one week, the Member is entitled to resume work and to defer the unused portion of the Parental Leave until the child is discharged from hospital.
- (a) A Member is entitled to only one interruption or deferral of a Parental Leave.
 - (b) A Member who intends to use a deferral shall give the Administration as much notice as possible of the dates of resumption of employment and the Parental Leave.

23.170 Parental Leave with Supplemental Benefits

- 23.170.10 In accordance with the requirements set out in Article 23.170.30, a Member who is eligible for Parental Leave under Article 23.160.10 and who has been employed by the Employer for at least twelve (12) consecutive months, shall be entitled to supplemental benefits as follows:
- (a) for the first nine (9) weeks of Parental Leave, the Member shall receive an amount equal to the difference between EI benefits received and 95% of the Member's nominal salary.
- 23.170.20 In accordance with the requirements set out in Article 23.170.30, a Member who is eligible for Parental Leave under Article 23.160.20 and who has been employed by the Employer for at least twelve (12) consecutive months and who has adopted a child(ren) five years of age or younger, shall be entitled to supplemental benefits as follows:
- (a) for fourteen (14) weeks of Parental Leave, the Member shall receive an amount equal to the difference between EI benefits received and 95% of the Member's nominal salary.
- 23.170.30 To receive the supplementary employment benefit defined in Articles 23.170.10 or 23.170.20, the Member shall supply the Employer with proof of application to the Employment Insurance Commission for EI Parental Leave benefits.

23.180 Notice Required to Take Parental Leave

- 23.180.10 A Member shall give written notice to the Administration of her or his intention to take a Parental Leave at least four (4) weeks prior to the commencement of such leave. Where a Member qualifies for such leave as a result of adoption and where the child comes into his/her custody, care and control earlier than expected, the Member shall give reasonable written notice.
- 23.180.20 If a Member on Parental Leave wishes to take less than 35 weeks of Parental Leave, the Member shall give written notice to the Administration of her or his intention to return to work at least four (4) weeks prior to the expected date of return.

23.190 Parental Leave for Second Care-Giver

A Member who is the secondary care-giver may be granted a discretionary leave of absence of up to four days with pay at the time of the birth/adoption of the child, at the discretion of the President.

23.200 General Considerations

- 23.200.10 Provisions of the Pregnancy Leave and/or Parental Leave for a Member shall be in accordance with the Nova Scotia Labour Standards Code, R.S.N.S. 1989, c. 246, ss 59-60, and as further amended, unless increased leave or benefits are provided by this Collective Agreement.
- 23.200.20 All insurance coverage and benefits shall be maintained during the Pregnancy and Parental Leave periods. The Employer and Member shall pay their respective portions to all insurance and benefit plans on the basis of the Member's nominal salary throughout the leave period.
- 23.200.30 Upon return to work from a Pregnancy or Parental Leave, the Member shall resume her or his former position, with no loss of salary level, benefits or rank, or in seniority, vacation, or sabbatical leave entitlements. The period of a Member's leave shall be included in the calculation of her or his length of service for seniority purposes.

23.210 Leave of Absence Without Salary - Faculty Members

- 23.210.10 Leave of absence without salary is not sabbatical leave and may be granted at any time by the President on the recommendation of the Dean. The Faculty Member shall make his/her request, in writing, specifying reasons and requested duration, to the Dean not later than December 1st of the academic year preceding that in which leave is requested

to begin. The Dean shall forward the application, together with the Dean's written recommendation, to the President within fifteen (15) days of receipt of the application. The President shall consult with the Dean prior to making a recommendation which is contrary to the Dean's recommendation. The President shall give a written decision within thirty (30) days of his/her receipt of the application. In the event the President's decision is negative, he/she shall communicate written reasons for his/her decision to the applicant.

- 23.210.20 Leave of absence without salary may be sought for further studies, research, public service, or for other reasons which the Faculty Member shall specify. Except for the leaves provided in Article 23.100, or in exceptional circumstances, such leave shall not exceed three (3) years. In all cases, Faculty Members on leave without pay shall be required to indicate firmly to the Administration, by a mutually agreed date, whether they intend to return to their positions at the University. Faculty Members who fail to provide such an indication will be deemed to have resigned their positions.
- 23.210.30 A Faculty Member on leave of absence without salary shall be entitled to participate, at her/his own expense, in University benefit plans from time to time in force, subject to University policy and provided the plans so permit.

23.220 Leave of Absence Without Salary - Professional Librarians

- 23.220.10 Leave of absence without salary may be granted by the Dean. The Professional Librarian shall make his/her request in writing, specifying reasons, to the Dean at least as far in advance as the period of leave requested, up to a maximum of six (6) months. This notification period may be varied by mutual agreement between the Professional Librarian and the Dean. The Dean shall reply in writing (stating the reason for his/her decision, if negative) as soon as possible but not later than thirty (30) days from the date the request was received by him/her. In all cases, Professional Librarians on leave without pay shall be required to indicate firmly to the Employer, by a mutually agreed date, whether they intend to return to their positions at the University. Professional Librarians who fail to provide such an indication will be deemed to have resigned their positions.
- 23.220.20 A Professional Librarian on leave of absence without salary shall be entitled to participate, at her/his own expense, in University benefit plans from time to time in force, subject to University policy and provided the plans so permit.

23.230 Court Leave

- 23.230.10 The Employer shall grant leave of absence with pay and benefits to a Member who serves as a juror of or witness at any court or tribunal. The Employer will not recover any payments made to Members by any court or tribunal in recognition of this service.
- 23.230.20 Those requiring leave of absence for jury duty or to serve as a witness shall advise the Administration as soon as possible, and collaborate with the Administration to make suitable arrangements to cover that Member's work responsibilities.

23.240 General

- 23.240.10 Service credit with the Employer shall not be interrupted by the sick leave provided in Article 23.20, the compassionate and bereavement leave provided in Article 23.30, the paid leave of absence during campaigns and/or terms of service provided in Article 23.100 and the parental leave provided in Articles 19.60 through 19.68.20.
- 23.240.20 Member working service credit shall be maintained during unpaid leave (Article 23.210 or 23.220) provided that a written request is received in advance of the leave by the Dean justifying the reasons to continue service credits while on unpaid leave.

ARTICLE 24 : DISCIPLINE AND DISMISSAL

- 24.10 For the purposes of this Article, "discipline" shall include an oral warning or reprimand, a formal letter of reprimand to a Member, suspension with or without pay, or dismissal. In the case of suspension without pay, a Member shall not incur any loss of salary or benefits until the Arbitrator renders his or her decision in the event that the disciplinary action is grieved.
- 24.20 For the purposes of this Article, "dismissal" means the termination of an appointment by the Employer, without the consent of the Member, before the end of the appointment period. Non-renewal of a probationary or limited appointment or denial of tenure does not constitute dismissal. Subject to Article 26 or 27, termination of a non-tenured appointment during the course of its term, and termination of a tenured appointment at any time other than retirement, constitutes dismissal.
- 24.30 If disciplinary procedures are in progress at the same time as the Member is being considered for tenure or renewal, the Employer or the Member may request that the tenure or renewal process be deferred until the disciplinary process has been concluded.
- 24.40 Any discipline, up to and including dismissal, imposed upon a Member will be for

just cause. Examples of just cause include, but are not limited to, persistent neglect of duties, failure to maintain an acceptable standard of competence and performance appropriate to the appointment, breach of Employer policy, an immediate threat to the Employer's employees, students or physical facilities, or a misrepresentation of credentials.

24.50 The Employer agrees that it bears the onus of proving that any disciplinary action taken was for just and proper cause should the discipline give rise to a grievance which is then processed to arbitration. Disciplinary action shall be commensurate with the seriousness of the events giving rise to the discipline and any prior imposition of discipline.

In the event that the Employer disciplines a Member, the Member shall be notified in writing of the disciplinary decision and the specific reasons for the decision. Any action which is not confirmed in writing shall not form part of a Member's disciplinary record.

24.60 The President shall initiate discipline procedures by notifying the Member to meet with him/her in the presence of the Dean and an Association Representative. A copy of the notice shall be sent to the Association President. Also, the President may have a representative present at this meeting. This meeting shall take place within twenty (20) days of the mailing to the Member of the President's notification. The Member shall be given at least seven (7) working days' notice of the time and place of this meeting. The notification shall be by registered mail addressed to the Member at the Member's last known address. The notification shall state the specifics of the Member's alleged infraction or the Employer's alleged source of dissatisfaction with the Member. An attempt shall be made at the meeting to resolve the matter in a manner satisfactory to all concerned. Notice of dismissal shall not be delivered in any form to the Member at the meeting.

24.70 If no satisfactory solution is reached at the meeting provided for in Article 24.60 above, the President shall advise the Member in writing of the disciplinary decision and the specific reasons for the decision. This notice shall be sent within twenty (20) days of the meeting provided for in Article 24.60 above by registered mail addressed to the Member at the Member's last known address.

24.80 If the Member's whereabouts are unknown to the Employer and the Association, the meeting contemplated in Article 24.60 above shall be dispensed with and the President may immediately give notice of discipline by registered mail addressed to the Member at the Member's last known address.

24.90 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 Administration retains the right to immediately suspend a Member until the matter can be dealt with under Article 24.60. Any such suspension shall be with pay and benefits.

24.100 If the Association wishes to contest the discipline, the Association may, within fourteen

(14) calendar days of receiving written notice of discipline (or, in the case of the Member being notified by registered mail as provided for in Article 24.80 above, within twenty-one (21) calendar days of the mailing of the discipline notice), give the President written notice that the discipline is being grieved and referred to arbitration as set out in Article 25. The President will communicate this notice to the Board of Governors.

24.110 It is agreed that the Employer will not introduce into evidence at arbitration any notices of discipline of which the Member was not aware at the time of the disciplinary action.

24.120 Until the Arbitrator renders his or her decision, the Member shall continue to receive his/her salary and other benefits but, at the Administration's discretion, may be suspended from the performance of some or all of his or her duties.

ARTICLE 25 : GRIEVANCE AND ARBITRATION

25.10 General

25.10.10 The parties to this Agreement agree to make every reasonable effort to settle all grievances in a prompt and amicable manner. The Parties' representatives shall be given timely access to all relevant documents or files, whether paper or in electronic form, needed in attempting to resolve grievances.

25.10.20 All offers of settlement of a grievance shall be kept confidential and without prejudice.

25.10.30 The Association shall have carriage of all grievances including the right to settle all grievances with or without consent of the Member or Members involved, except those initiated by the Employer. The Employer shall deal only with the Association with respect to a grievance. There is no grievance unless it has been assumed by the Association.

25.10.40 Where a Member of the bargaining unit acts as a representative of a grievor, it is understood that his/her normal duties, including teaching and student advising, will continue.

25.20 Definitions

25.20.10 Grievance: A grievance is a claim, dispute, or complaint involving the interpretation, application, non-application, and/or alleged violation of this Collective Agreement, including any question as to whether the matter is arbitral.

25.20.20 Grievor: The grievor is the Association or the Employer when either initiates a grievance on behalf of an individual or group of individuals or itself.

25.30 Types of Grievance

- 25.30.10 An individual grievance is a grievance initiated by the Association on behalf of an individual Member against the Employer. Where Grievances are similar, the Parties agree to consider whether the Grievances can be heard as a Group Grievance.
- 25.30.20 A group grievance is a grievance initiated by the Association on behalf of two or more members against the Employer which involves the same issue in dispute.
- 25.30.30 A policy grievance may involve a matter of general policy or of general application of the Collective Agreement and may be initiated by the Employer or the Association.

25.40 Time Limits

- 25.40.10 For clarification in this Article, “working days” means Monday to Friday, September 1 to August 31 inclusive, excluding statutory holidays.
- 25.40.20 Subject to Article 25.50 the Grievor shall file a Grievance according to procedures outlined in Article 25.60, within twenty (20) working days after the occurrence of the incident giving rise to the Grievance, or twenty (20) working days from the date the Grievor became aware of the events giving rise to the Grievance, whichever is later.
- 25.40.30 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. If the Grievor does not proceed to the next step within the specified time period, the Grievance shall be considered to have been abandoned.
- 25.40.40 The time limits specified in this Article may be extended by mutual agreement by the parties to this Agreement. The amended time limits must be specified in writing.

25.50 Termination of Employment and Denial of Tenure

- 25.50.10 Subject to Articles 25.50.20 and 25.50.30, in cases involving dismissal, non-renewal of a probationary contract, or denial of tenure, the Association shall have the right to take a dispute directly to arbitration.
- 25.50.20 In cases involving dismissal, the Arbitrator has the authority to review both the procedural and substantive aspects of the dismissal, and may make whatever order is necessary to rectify the problems found, up to and including reinstatement.
- 25.50.30 In cases of failure to renew a probationary contract or denial of tenure, the Arbitrator has the authority to review only the procedural aspects of the decision in question, and may

refer the matter back to the Employer for reconsideration.

25.50.40 In two circumstances, an Internal Appeal Committee may be constituted:

(a) when the Association has sought arbitration in the matter of the non-renewal of a Member's probationary contract or of the denial of tenure to a Member, and the Arbitrator has referred the matter back to the Employer for reconsideration (25.50.30), or

(b) when a Review Committee makes a negative decision on tenure or probationary contract renewal, and the Association on behalf of a Member seeks to appeal that decision to an internal Appeal Committee instead of seeking Arbitration.

In either circumstance, the process and timelines noted in Article 15 of the Collective Agreement are suspended accordingly.

25.50.50 Appeal Process

25.50.51 Appeals must be launched by the Association within fourteen (14) days of notification to the candidate under review of a negative decision by a Review Committee, unless it is mutually agreed by the President of AST or his/her delegate and the President of the Faculty Association or his/her delegate to extend the appeal period.

25.50.52 Within fourteen(14) days of being advised in writing of an appeal, the President of AST will initiate an Appeal Committee. This Committee shall consist of three persons, each of whom has a vote:

- 1) a nominee of the President of AST, who will serve as the chairperson;
- 2) a member of full-time Faculty who did not sit on the original Review Committee, to be nominated by the Association;
- 3) one other person with academic experience or expertise from within AST, or a person with academic experience or expertise from outside AST. This person must be acceptable to the Faculty Member or Professional Librarian involved and to the President of AST.

No member of the Appeal Committee will have been a member of the original Review Committee.

25.50.60 Task of the Appeal Committee

The responsibility of the Appeal Committee is only to determine whether or not due process was followed by the Review Committee, not to duplicate the substance of the decision made by the Review Committee.

25.50.70 In order to determine whether due process was followed and whether or not the Faculty member was fairly reviewed, the Appeal Committee may hear any evidence that was or was not presented to the original Review Committee. The Appeal Committee may also receive information or evidence of real or perceived impropriety or discrimination in the make-up or the deliberations of the original Review Committee. Meetings of the Appeal Committee will follow the Rules of Order as currently in use at AST.

25.50.80 Decision and Disposition

The Appeal Committee will meet expediently and as soon as mutually convenient and will render its decision within twenty-eight (28) days of its formation. With the approval of the President of AST and the President of the Faculty Association, the Appeal Committee may set forth other timelines depending on the circumstances.

The decision of the Committee will be in keeping with the responsibilities noted above, and the decision will be either:

- (a) that due process was followed by the Review Committee, or
- (b) that due process was not followed by the Review Committee.

The Committee will report the outcome of their review to the President of AST and the President of the Association, and the Committee may recommend a course or courses of action. The President of AST will consider the report of the Appeal Committee.

25.50.90 If the decision of the Appeal Committee is that due process was followed by the Review Committee, the President of AST shall take the matter out of suspension and return it to the place in the original process as outlined in Article 15.

If the decision of the Appeal Committee is that due process was not followed by the Review Committee, the President of AST shall initiate a new review process for the candidate within twenty-eight (28) days. In this case, no member of the original Review Committee may serve on the new Review Committee except for the Dean, who may serve on the new Review Committee. The new Review Committee shall be chaired by the President of AST.

If the new Review Committee recommends tenure or the renewal of a probationary contract, the effective date will be set retroactively (as necessary) to compensate for the delay caused by the appeal.

In light of any further recommendations of the Appeal Committee, the President of AST may take additional action.

25.50.100 Matters not resolved in the above manner may be pursued further as per the Grievance procedures outlined in Article 25 of the Collective Agreement.

25.60 Grievance

- 25.60.10 The Association shall lodge a written grievance with the President by completing the grievance form attached as Schedule "B" to this Agreement.
- 25.60.20 Within ten (10) working days following the receipt of the Grievance, the President or delegate shall meet with the Association representative and any Member affected. The parties to this Agreement shall make reasonable efforts to attempt to resolve the Grievance.
- 25.60.30 If the Grievance is resolved at this first step, such settlement shall be reduced to writing and countersigned by the Association representative, the aggrieved Member and the President within ten (10) working days following the date of the meeting. If the Grievance is not resolved within ten (10) working days of the meeting, the President shall forward in writing to the Association representative the reasons for denying the grievance.
- 25.60.40 If the grievance is not resolved within twenty (20) working days of the meeting specified in Article 25.60.20, the President shall forward in writing to the Association representative the reasons for denying the grievance.
- 25.60.50 If the first stage decision does not resolve the grievance, the Association may refer the matter to the Chairperson of the Board of Governors within ten (10) working days of the date of receipt of decision or of the date such decision should have been given. The submission to the Chairperson of the Board of Governors shall be in writing and shall include a copy of the grievance and a copy of the first stage decision. Within ten (10) working days of receipt of the submission, the Chairperson of the Board of Governors shall call a meeting with the appropriate parties to discuss the grievance, which meeting shall take place no later than fifteen (15) working days of the notice of meeting. The Chairperson of the Board of Governors shall, within ten (10) working days after such meeting, give a decision in writing to the Association.
- 25.60.60 If the grievance is not resolved at the meeting(s) held under Article 25.60.50, none of the settlement discussion can be brought forward as evidence in any subsequent arbitration including any admissions of liability offered to advance settlement discussion.
- 25.60.70 In the event the Employer has a grievance which it wishes to process under this Article, the President or designate shall present the grievance in writing to the President or Secretary of the Association, or their respective delegate(s). No later than ten (10) working days following the receipt of the grievance, the President shall meet with the Association representative and any Member affected. The parties shall make every reasonable attempt to resolve the grievance. If the grievance is resolved at this first stage, such settlement shall be reduced to writing and countersigned by the Association representative and the President within ten (10) working days of the meeting at which resolution was reached.

25.60.80 If the matter is not resolved to the satisfaction of the Employer within twenty (20) working days of the Association's receiving the grievance, the Employer may submit the matter to arbitration pursuant to the provisions of Article 25.70.

25.70 Arbitration

25.70.10 The Association or Employer may, within ten (10) working days of receipt of the response specified in Article 25.60.50, give written notice of its intention to submit the matter in dispute to an arbitrator for final and binding arbitration.

25.70.20 When a grievance is referred to arbitration, it shall be heard and determined by a sole arbitrator, who shall be mutually agreed to by the Parties.

25.70.30 At the time notice is given that a Party intends to submit a grievance to arbitration, it shall indicate its nomination of a sole Arbitrator. If the Party receiving the notice fails to reply to the notice within seven (7) working days of receipt of the notice, or if the Parties are unable to agree upon an Arbitrator, either party may give ten (10) days' notice of its intention to request the Nova Scotia Minister specified in the NS Trade Union Act to appoint an Arbitrator.

25.70.40 The Arbitrator hearing cases related to renewal, promotion, tenure, or dismissal shall be a person who holds or has held a full-time academic university appointment or university administrative appointment on the academic side.

25.70.50 Costs of Arbitrator: The fees and expenses of the Arbitrator shall be borne equally (50% each) by the Association and the Employer. Each Party shall bear the expense of its representatives.

25.80 Powers of the Arbitration Board or Arbitrator

25.80.10 The Arbitrator shall have all the powers of an arbitrator as stated in the *Nova Scotia Trade Union Act*, as amended from time to time.

25.80.20 For the purposes of this Article, grievances involving the non-renewal of a probationary contract or denial of tenure shall be treated as grievances involving dismissal.

25.80.30 The Arbitrator shall not have the power to alter, add to, modify, or amend this Agreement in any respect whatsoever.

25.90 Procedures

- 25.90.10 The Arbitrator shall determine its own procedures but all parties will be given full opportunity to present evidence and to make any representations.
- 25.90.20 The Arbitrator shall not be barred on the basis of a technical objection from hearing the substance of a grievance and rendering an award. For greater clarity, technical violations include, but are not limited to, irregularities occasioned by clerical, typographical or technical error in the written specification of the grievance.
- 25.90.30 The decision of the Arbitrator shall be final, binding, and enforceable on all Parties.

ARTICLE 26 : REDUCTIONS IN WORKFORCE

26.10 Reductions in Faculty and Professional Librarians

- 26.10.10 A major change in academic programmes or course offerings resulting from any cause, where such change can be expected to result in an adverse effect on the employment security of Members, shall require prior notification and consultation of the Association by the Employer, and shall also require the approval of the Senate and Board of Governors to the extent provided for in the Atlantic School of Theology Act (1974). Notification shall include detailed financial and other information.
- 26.10.20 The following measures shall be considered before a decision is made to declare any Faculty or Librarian redundancy:
- (a) moratorium on new appointments to the Faculty and Library staff;
 - (b) realignments and adjustments to the University budget;
 - (c) adjustments to academic programmes and course offerings, services or hours of operation in the Library (as applicable), provided such shall not have a major adverse effect on students;
 - (d) use of leaves, with the consent of the Member concerned;
 - (e) review of the effectiveness of fundraising efforts that support the operating budget of the University;
 - (f) transfer to other positions with the University with the consent of the Member concerned and with the consent of the Administration;
 - (g) consideration for re-training at the option of the Employer. All such re-training shall be with the Member's consent. A Member selected for re-training shall be allowed leave for up to two years and shall receive a salary and/or research grants, stipends, fellowships, etc., to the equivalent of 100% of the Member's normal salary for such year(s) of leave. A Member selected for re-training must undertake to return to employment at the University for a period equivalent to the period of re-training leave.

- 26.10.30 For the purposes of Article 26.10.10, consultation shall mean that the Association shall be asked, following receipt of relevant financial and other information, to submit their recommendations regarding the proposed lay-offs to the Board of Governors, and that the Association shall also have the right to meet with and discuss the proposed lay-offs with the Senate and the Board of Governors. Consultation also means that the Association shall be given as much time as reasonably possible from the date of notice in which to make their recommendations and in which to meet with the Senate and the Board of Governors, prior to any Senate or Board of Governors decision with respect to the lay-offs. All recommendations made by the Association will be provided to the Senate and the Board of Governors.
- 26.10.40 Both Parties acknowledge that consideration must be given to the AST teaching mandate and plan, the needs of the founding members, the abilities of the Faculty Members to teach in specific areas, as well as the denominational balance of the Faculty, when presenting recommendations to the Senate or the Board of Governors.

26.20 Lay-Off and Recall - Faculty Members and Professional Librarians

- 26.20.10 Prior to the lay-off of Members, the Employer shall lay off all other teaching and Library personnel.
- 26.20.20 Notice of lay-off shall be given to Members not less than six (6) months prior to the termination date.
- 26.20.30 Any Member laid off as a consequence of redundancy shall have the right to be recalled, within two (2) years of the end of the Academic Year in which the redundancy takes effect to the first available appointment for which the Member's qualifications make him/her competent: in such cases, Member's on lay-off shall be recalled in the reverse order of their lay-off.
- 26.20.40 In the event of recall to his/her previous position or to a different position for which the Member is qualified, the Member shall receive all the entitlement of the previous position:
- (a) Recalled Members shall receive the same rank; years of service in rank; tenure or appointment status; leave entitlement; and seniority which they held before being laid off.
 - (b) The recalled Member shall receive a salary that is not less than the minimum annual salary that was applicable to his/her place on the Salary Scales specified in Article 21 before being laid off.

Appropriate credit for relevant equivalent service performed by the Member during the lay off period shall be determined in accordance with Article 14.50. The recalled

Member shall be advanced on the Salary Scales to reflect any increase in service credit.

26.20.50 A Member who is declared redundant and whose employment is terminated by the Employer as a result of such redundancy shall receive, at the termination date, one month's salary for each year of full-time service with AST up to a maximum of twelve (12) months' salary. The monthly salary shall be computed on the basis of the Member's salary during his/her final month of employment. Members leaving the employ of AST under this clause retain their right to be recalled under Article 26.20.30.

26.20.60 Seniority for Members shall mean the total amount of compensated service in the employ of the Employer. Seniority will be considered broken, and all rights hereunder forfeited, when the Member:

- (a) voluntarily leaves the employ of the Employer;
- (b) is discharged for cause;
- (c) fails to communicate acceptance within thirty (30) days after receiving a recall notice; or
- (d) is laid off for a period in excess of twenty-four (24) months.

ARTICLE 27 : AMALGAMATION, MERGER, AND PROGRAMME SUSPENSION OR CLOSURE

27.10 Amalgamation and Merger Protection

27.10.10 Should the Employer decide to amalgamate, merge, suspend or close AST during the term of the Agreement, the Employer shall abide by the requirements under the Trade Union Act.

27.10.20 Should the Employer decide to amalgamate, merge, suspend or close AST during the term of the Agreement, the Employer will make best efforts to negotiate employment for all Members, to the extent possible, in the same capacity and field in which they are employed with AST;

- a) in such employment arrangement, insofar as it is possible, all Members will receive the same rank with the new Employer and enjoy the same status and privileges, including tenure or seniority, which they enjoyed with AST;
- b) in such employment arrangements, insofar as it is possible, all rights accrued with AST related to leave entitlement, tenure, seniority, vacation, sick leave, and similar benefits will be preserved with the new Employer; and
- c) in such employment arrangements, insofar as it is possible, conditions of

employment and salaries with the new Employer shall be at least on par with the conditions of employment and salaries enjoyed by Members prior to the sale, transfer, amalgamation, or merger.

27.20 Amalgamation, Merger, Suspension or Closure - Academic Programmes

- 27.20.10 The amalgamation, merger, suspension, or closure of academic degrees of programmes, for any reason(s), requires written notice to and prior consultation with the Association, and the approval of the Board of Governors.
- 27.20.20 For the purposes of Article 27.20.10, consultation shall mean that the Association shall be asked to submit their recommendations regarding the proposed amalgamation, merger, suspension, or closure to the Senate and the Board of Governors, and/or a committee designated by those bodies, and the Association shall also have the right to meet with and discuss the amalgamation, merger, suspension, or closure with the Senate and the Board of Governors. Consultation also means that the Association shall be given as much time as is reasonably possible from the date of notice in which to make their recommendations and in which to meet with the Senate and the Board of Governors, and/or a committee designated by those bodies prior to any Senate or Board of Governors decision with respect to the amalgamation, merger, suspension, or closure.

27.30 Amalgamation, Merger, or Closure – Library

- 27.30.10 The amalgamation, merger, or closure of the AST Library, or changes that may result in layoff of Professional Librarians, for any reason(s), requires notice to and prior consultation with the Faculty Association and the approval of the Board of Governors.
- 27.30.20 For the purposes of Article 27.30.10, consultation shall mean that the Association shall be asked to submit their recommendations regarding the proposed amalgamation, merger, or closure to the Senate and the Board of Governors, and that they shall also have the right to meet with and discuss the amalgamation, merger, or closure with the Senate and the Board of Governors. Consultation also means that the Association shall be given as much time as is reasonably possible from the date of notice in which to make their recommendations and in which to meet with the Senate and the Board of Governors, and/or a committee designated by those bodies prior to any Senate or Board of Governors decision with respect to the amalgamation, merger, or closure of the AST Library.

ARTICLE 28 : OFFICIAL FILES

- 28.10 Subject to the provisions of Articles 28.40 and 28.50, data pertaining to the employment of a Member will be placed in an Official File within the office of the President. This data may include the following materials:

- (a) pre-employment materials including transcripts, letters of application, curriculum vitae and letters of reference
- (b) evaluations and observation reports, signed letters of reference and evaluations which the Member or the Employer has solicited;
- (c) the report of the Academic Dean and Review Committee as well as the record of the action of the Board of Governors, as pursuant to Article 15.40.120;
- (d) correspondence;
- (e) health and counselling records, the obtaining of which the Member has given permission or maybe otherwise legally required to provide;
- (f) copies of materials reflecting professional development and achievements;
- (g) copies of materials reflecting the salary history of the Member.

28.20 The Official File shall contain an inventory of all of the material contained in the File.

28.30 Documents and materials contained in the Official File shall be clearly marked and kept as Confidential. Copies of any documents or materials, the originals of which are contained in an Official File, shall clearly be marked and kept as Copy and Confidential.

28.40 A Dean's File for each Member shall be kept in the Office of the Academic Dean. Such a file may contain copies of items listed in Article 28.10, with the exception of section (e) health and counselling records. Documents and materials contained in the Dean's File shall be clearly marked and kept as Confidential.

28.50 A Payroll File for each Member shall be kept in the Business Office. Such a file may include materials such as a Member's personnel information, payroll records and other necessary financial information. Data contained in the Payroll File shall be kept safe and secure, and shall be utilized solely for the purposes required by statute and/or to fulfil the Employer's obligations pursuant to the Collective Agreement. The Employer may also utilize such data in other manners with the informed consent, in writing, of the Member concerned. The Member retains the right to withdraw any such consent.

28.60 A Member, and with the Member's written consent, a Member's agent, shall have the right, during normal business hours, and upon reasonable notice, to examine the entire contents of his or her Official File. The examination may be carried out in the presence of a person designated by the President. Members, or their agents, shall not remove their Official File or parts thereof from the office. A Member or his or her agent is entitled to obtain, upon written request to the President, a copy of any or all of the contents of his or her Official File.

- 28.70 Members have the right to have included in their Official Files, their written comments about the accuracy, relevance, meaning, or completeness of the contents of their Files. Upon written request from a Member or the Member's agent, the President shall remove from the Member's Official File information which has been shown to be false.
- 28.80 The Employer will not rely upon any anonymous complaints or criticisms when making decisions with respect to the Member's employment status or in evaluating the Member's professional performance. No anonymous material shall be contained in the Member's Official File. This Article does not apply to procedures provided for in this Collective Agreement which allow for material to be provided to the Member without attribution. Similarly, the results of any collective student opinion survey of the Member's teaching which is produced under the auspices of Senate shall not be considered anonymous material.
- 28.90 The Employer agrees that only reports relating to a Member's performance, conduct, or behaviour, which have been placed in a Member's Official File may be used by the Employer in decisions affecting the Member's employment status.
- 28.100 No report which is unfavourable to an Member may be placed in the Member's Official File or constitute a part of the Official File unless a copy of the report is sent to the Member within twenty (20) days of such performance, behaviour, or conduct coming to the attention of the Employer or of the Employer's alleged source of dissatisfaction with the Member.
- 28.110 Upon signing of this Collective Agreement, the Employer agrees to create an Official File for each Member in keeping with the requirements stipulated in this Article.
- 28.120 Notwithstanding Article 28.50, an Arbitration Board shall have access to all Official Files, including confidential material, which they decide are relevant to the issue(s) under consideration.
- 28.130 The Parties agree that any and all information concerning a Member's health that is lodged in a Member's Official File or any other files maintained by the Employer or its agents will be removed and destroyed, or given to the Member with no copies retained by the Employer,
- a) when such information is no longer required for the ongoing employment relationship, or
 - b) at the end of the Member's employment by AST.

ARTICLE 29 : AMENDMENT TO UNIVERSITY ACT

The Employer shall give prior notice to the Association of any proposal by the Employer to amend the Atlantic School of Theology Act (1974).

ARTICLE 30 : CORRESPONDENCE

Unless otherwise specified in this Agreement, all correspondence between the Employer and the Association, required by the Agreement, or incidental thereto, shall pass to and from the President of Atlantic School of Theology and the President of the Association. Either President may delegate particular matter(s) to a named individual and will inform the other in writing of that delegation.

ARTICLE 31 : COPIES OF THE AGREEMENT

The Administration shall provide one true signed copy of the Agreement and shall distribute one printed copy of the Agreement to each Member and an electronic copy to the Association within thirty (30) days of the date of signing of the Agreement and a printed copy to each new Member upon hiring.

ARTICLE 32 : TERM OF AGREEMENT

32.10 DURATION AND APPLICATION

This Agreement shall be binding and remain in effect from the 1st day of April 2016 until and including the 31st day of March 2019. All provisions of this Agreement shall, unless otherwise stated, be effective from the date of the signing of this Agreement except for the following: Monetary adjustments provided in Article 21. This Agreement shall continue from year to year after the 31st day of March 2019 unless either party gives the other party notice in writing at least thirty (30) days, but not more than one hundred and fifty (150) days prior to the 31st day of March in any year that it desires renegotiation of the Agreement.

32.20 NOTICE OF RENEGOTIATION

A notice of renegotiation shall stipulate as completely as possible the revisions requested or the Articles to be renegotiated. Within twenty (20) days of receipt of such notice by one party, the other party shall enter into negotiation of a new Agreement.

- 32.30 This Agreement shall remain in force, including during any period of negotiation, until a new Agreement is ratified by both parties to this Agreement, or until a lockout or a strike is declared pursuant to the Trade Union Act of Nova Scotia.

Agreement Ratification

Ratified

by

The Board of Governors of the Atlantic School of Theology

and

The Atlantic School of Theology Faculty Association

_____, 2016

Witness

Witness

) Atlantic School of Theology
)
)
) Per: _____
)
)
) Per: _____
)
) Atlantic School of Theology Faculty
) Association
)
) Per: _____
)
)
) Per: _____
)

SCHEDULE "A1": SALARY SCALES

2016-
17

2017-
18

2018-
19

<u>Asst</u> <u>Prof</u>	<u>Assoc</u> <u>Prof</u>	<u>Full</u> <u>Prof</u>	<u>Asst</u> <u>Prof</u>	<u>Assoc</u> <u>Prof</u>	<u>Full</u> <u>Prof</u>	<u>Asst</u> <u>Prof</u>	<u>Assoc</u> <u>Prof</u>	<u>Full</u> <u>Prof</u>
68,996			69,858			71,080		
71,267			72,158			73,421		
73,538			74,458			75,761		
75,810	76,945		76,757	77,907		78,101	79,271	
78,081	79,217		79,057	80,207		80,441	81,611	
80,353	81,488		81,357	82,507		82,781	83,951	
82,624	83,760		83,657	84,807		85,121	86,291	
84,895	86,031		85,956	87,106		87,460	88,631	
	88,302			89,406			90,971	

90,574		91,706		93,311	
92,845	93,981	94,006	95,156	95,651	96,821
95,117	96,252	96,306	97,456	97,991	99,161
97,388	98,524	98,605	99,755	100,331	101,501
99,659	100,795	100,905	102,055	102,671	103,841
101,931	103,067	103,205	104,355	105,011	106,181
104,202	105,338	105,504	106,655	107,351	108,521
	107,610		108,956		110,862
	109,882		111,255		113,202
	112,153		113,555		115,542
	114,425		115,855		117,882
	116,696		118,155		120,222
	118,967		120,455		122,563
	121,239		122,754		124,902

Salary Adjustment:

1.25% for 2016-17

1.25% for 2017-18

1.75% for 2018-19

SCHEDULE "A2": SALARY SCALES

2016-

2017-

2018-

<u>17</u>			<u>18</u>			<u>19</u>		
Lib I	Lib II	Lib III	Lib I	Lib II	Lib III	Lib I	Lib II	Lib III
51,536			52,181			53,094		
53,990			54,665			55,622		
57,222			57,938			58,952		
59,102	59,613		59,841	60,358		60,888	61,414	
60,982	61,271		61,745	62,037		62,825	63,123	
62,863	62,930		63,649	63,717		64,763	64,832	
64,743	64,589	67,331	65,553	65,396	68,173	66,700	66,540	69,366
66,624	66,248	68,991	67,456	67,076	69,853	68,637	68,250	71,076
	67,907	70,650		68,756	71,533		69,959	72,785
	69,567	72,310		70,436	73,214		71,669	74,495
	71,447	73,969		72,340	74,894		73,606	76,204
		75,629			76,574			77,914
		77,288			78,254			79,624
		78,968			79,955			81,354

Library Chair Stipend:

\$6,000 for 2016-17

\$6,500 for 2017-18

\$7,000 for 2018-19

Schedule "B"

GRIEVANCE FORM

GRIEVOR'S NAME: _____

HOME ADDRESS: _____

Office Telephone Number: _____

Home Telephone Number: _____

1. Nature of Grievance:

2. Section(s) of Collective Agreement Involved:

3. Facts of the Case: (Attach separate page, if necessary)

4. Remedy Sought:

Signature of Grievor:

Date:



SCHEDULE “C”

REDUCED DUTIES STATUS IMPLEMENTATION

Application and Conditions for Reduced Duties Status

- 10 Reduced Duties Status (RDS) is an arrangement in which a Member, at his or her request, and subject to the Employer’s approval, carries a reduction in duties for a specified period of time or on an ongoing basis.
- 20 RDS shall normally constitute the same proportional reduction in each of the components of the Member’s duties as specified in Articles 11.20 and 20 as appropriate, except where the Member and the Employer agree to a variation. It may constitute a reduction throughout the academic year, or a release from duties for a portion of the academic year, or any combination thereof. It shall normally not involve a reduction of more than two-thirds of normal duties or a release from all duties for more than two-thirds of the academic year.
- 30 RDS shall begin on any date agreeable to the Employer and the Member. Members on RDS shall remain on RDS for the period of time that has been mutually agreed upon by them and the Employer.
- 40 Applications for RDS must be received four (4) months prior to the starting date, unless exigent circumstances require a variance to this schedule.
- 50 Any application for RDS is initiated by the Member in writing and is directed to the Dean. When an application is received, a copy of the application will be sent by the Dean to the President and to the Association within 5 days. The application for RDS shall be dealt with within 30 days of application.
- 60 The application should include proposals for:
- (a) the period of time for the RDS or an indication that the RDS is requested for an indefinite period;
 - (b) a detailed plan of the nature of the reduction; and
 - (c) any other conditions the applicant deems relevant.
- 80 The Administration shall negotiate the terms of RDS with a Member. The Member shall be entitled to representation by an agent for the Association.
- 90 The Dean shall submit his/her recommendation on the RDS application to the President. The Dean shall include, along with his/her recommendation, the plan for covering the duties that will be reduced. The President shall take the said recommendations into account before making a decision. The President shall make a decision to grant or not to grant the RDS. The President’s decision shall be communicated in writing with reasons to the Member, the Dean, and the Association.

- 100 No RDS arrangement shall take effect unless and until the Member and the Employer agree in writing to all the terms and conditions of the RDS. When the agreement has been signed, the Employer shall send a copy of the agreement to the Association.

Rights of Members with Reduced Duties Status

- 110 A Member with RDS has all the rights under this Agreement of a Member who is not on RDS, except as specifically excluded in the Reduced Duties Agreement. RDS shall not change the Member's rights to security of employment. A Member who is a Member of the Bargaining Unit remains a Member of the Bargaining Unit for the duration of RDS.
- 120 Time spent on RDS shall be counted as the proportion of the reduced duties as a period of service for Sabbatical Leave or Research or Professional Activities Leave credit.

Salary and Benefits

- 130 During the negotiated period of service under the RDS, the reduced salary received by the Member shall be in proportion to his or her reduced duties. For example, a Member whose duties are reduced by 50% shall have a reduction in salary of 50%.
- 140 During a RDS arrangement, the Member's Reference Salary, that is, the salary the Member would normally receive without any reduction of duties, shall be subject to all salary adjustments which would be applicable to that Member's salary had the Member not received any reduction in duties.
- 150 A Member on RDS is entitled to full benefits related to his or her Reference Salary. Participation in benefit plans shall be on the same basis, i.e. mandatory or voluntary, as that for Members without reduced duties. The Employer shall continue to pay its portion of the premiums for the Member's benefits based on the Member's reduced salary. The Member may choose to make contributions to the pension, life insurance, and LTD plans on the basis of either his or her reduced or Reference Salary. The Employer shall make its contributions on the basis of the Member's reduced salary. The Member may, if allowed by the service providers, pay the difference between the Employer's contributions on the basis of the Member's reduced salary, and the Employer's contributions on the basis of the Member's Reference salary. The Employer has no obligation to pay anymore that what is required based on the Member's reduced salary. Association dues shall be based on the Member's reduced salary.
- 160 The Member's enrolment in the University's health and dental plans will continue, subject to the terms and conditions of those plans. The Employer is not responsible if the University's health and dental plans do not allow for continued enrollment while on a reduced salary.

170 While on RDS, the Member's Professional Activities Expense Reimbursements under Article 21.60 shall be prorated on the basis of the Member's reduced salary.