

Disciplinary Action against Me by My University

Document 6: Relevant Passages from the Collective Agreement

Agreement Between SAINT MARY'S UNIVERSITY www.smu.ca and SAINT MARY'S UNIVERSITY FACULTY UNION www.smufu.org September 1, 2018 to August 31, 2021
<https://smu.ca/webfiles/SMUFUCASep12018toAugust312021NewAgreementsearchablesigned.pdf>

7.3 ACADEMIC GOVERNANCE AND COLLEGIALITY

7.3.2 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. (P. 9/23)

7.3.4 Any policies affecting Employees introduced by the Employer and the implementation of such policies shall not be inconsistent with the provisions of this Collective Agreement.

7.3.5 No action or policy of Senate shall violate the rights of Employees as negotiated in this Collective Agreement. (P. 10/24)

8.1 ACADEMIC FREEDOM – FACULTY MEMBERS 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. Faculty shall not be hindered or impeded in any way by the University or the Faculty Union from exercising their legal rights as citizens. Academic freedom does not confer legal immunity, nor does it diminish the obligation of faculty to meet their contractual responsibilities to the university. The parties agree that they will not infringe or abridge the academic freedom of any Faculty Member. Faculty Members are entitled, regardless of prescribed doctrine, to freedom in carrying out research and in publishing the results thereof, freedom of teaching and of discussion, freedom to criticise the university and the faculty union, and freedom from institutional censorship. 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, Faculty have a responsibility to respect the academic freedom and rights of other members of the University Community. (P. 10/24)

8.4 RESPONSIBILITIES OF FACULTY A Faculty Member's responsibilities encompass teaching; scholarship; and service to the University, the profession and the community. There shall be a balance of these responsibilities as appropriate to the member's discipline. In carrying out these responsibilities, Faculty Members shall demonstrate performance appropriate to their rank, and evidence of continuing scholarly growth and professional development in their areas of responsibility. (P. 11/25)

8.4.12 Service to the University, the Profession and the Community (a) Faculty Members have the right and the responsibility to participate in the functioning of their Departments, Faculties, and the University. Faculty Members also have the right to participate in the Faculty Union. Service to the University shall include, but not be limited to, administrative duties and committee service, where relevant, that is related to each of these units. Where participation in such bodies is by election or appointment, a Faculty Member shall be elected or appointed only with their consent. Those who have the responsibility to make such appointments shall make every effort to ensure that academic,

professional and University service commitments are equitably shared. (b) Faculty 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, editorial boards, and as referees for the evaluation of scholarly work. (c) Community Service includes participation in activities and organizations outside the University where the Faculty Member's academic, professional, teaching and/or research interests and competencies form the basis for such participation. P. 12 (p. 26)

15.1 WORKING CONDITIONS – FACULTY MEMBERS

15.1.15 Outside Professional Activities (a) 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 employee'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. (b) Employees have the right to participate in outside professional activities in accordance with Article 8.4.12. (c) 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. (d) The Employer agrees to support an Employee's participation in professional associations and/or learned societies where possible. (e) When engaging in outside professional activities, Employees shall not claim to speak on behalf of the Employer unless specifically authorized to do so. (f) Employees 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 Employer or to speak on the Employer's behalf. (P. 73/87)

ARTICLE 20.0 DISCIPLINE AND DISMISSAL

20.1.10 For the purposes of this Article, discipline shall include a formal letter of reprimand to an employee, suspension with or without pay, or dismissal. In the case of suspension without pay, an Employee shall not incur any loss of salary or benefits until the Arbitration Board renders its decision in the event that the disciplinary action is grieved. (P. 116/130)

20.1.30 Any discipline, up to and including dismissal, imposed upon an Employee will be for just and proper cause. 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. (P. 116-117/130-131)

20.2.10 The President shall initiate discipline procedures by notifying the Employee to meet with the President in the presence of the Vice-President, Academic and Research, the Employee's Dean/University Librarian, the Department Chairperson, and a Union Representative. A copy of the notice shall be sent to the Union President. Also, the President and the Employee may each have a representative present at this meeting. This meeting shall take place within twenty (20) days of the mailing to the Employee of the President's notification. The Employee 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 Employee at the Employee's last known address. The notification shall state the specifics of the Employee's alleged infraction or the Employer's alleged source of dissatisfaction with the

Employee. An attempt shall be made at the meeting to resolve the matter in a manner satisfactory to all concerned. (P. 117/131)

20.2.20 If no satisfactory solution is reached at the meeting provided for in 20.2.10 above, the President shall advise the Employee in writing of the disciplinary decision and the specific reasons therefore. This notice shall be sent within twenty (20) days of the final meeting provided for in 20.2.10 above by registered mail addressed to the Employee at the Employee's last known address. (P. 117/131)

20.3.10 If the Employee wishes to contest the discipline, the Employee may, within seven (7) calendar days of receiving written notice of discipline (or, in the case of the Employee being notified by registered mail as provided for in 20.2.30 above, within fourteen (14) calendar days of the mailing of the discipline notice), give the Employer notice that the discipline is being grieved and referred to arbitration as set out in Article 22.6. (P. 118/132)

8.5 PRIVACY

(f) If discipline is to be imposed for any misuse of the e-mail, Intranet/Internet, Voice Mail, or Mail systems it must be imposed in accordance with the provisions of Article 20.0 of this Collective Agreement. (P. 16/30)