## Article 48: Miscellaneous

- 48.01 The Employer alone, through the Board of Governors, is empowered to authorize use of its name.
- 48.02 Agreements entered into with outside bodies to obtain grants or contracts to support research shall not engage the University unless the Employer expressly signifies its agreement.
- 48.03 Members may not use University services, personnel, equipment or offices for activities of a personal nature unrelated to their professional activities without University authorization.
- 48.04 The President may, in an emergency, where there is a clear and present danger to the member or the University, relieve a member of her or his duties for a stated period. The President shall immediately inform the member in writing that such an action has taken place, and the reasons for the action. The letter shall be sent by courier to the residence of the member. A copy shall be sent to the office of the member and a copy shall be sent to the Association simultaneously, by facsimile. Salary and other benefits shall continue throughout this period.
- 48.05 The Employer shall reimburse members for authorized out of pocket travel expenses incurred when they are required by the Dean to travel on official University business.
- 48.06 The Employer shall ensure the occupational health and safety of all members in conformity with all relevant Federal, Provincial and Municipal legislation.
- 48.07 The parties agree that librarian members shall continue to serve on those advisory search committees established for Library administrators; such members shall be elected by and from librarian members.
- 48. 08 The Dean shall, by September 1, provide each member and the Association with a list of all pertinent deadlines and dates that refer to personnel matters.
- 48. 09 Contents of dossiers submitted for evaluation purposes that are not entered into the personnel file shall either be delivered to the member at the conclusion of the exercise, or the member will be notified that the dossier can be collected at the appropriate Dean's office.

## 48. 10

- a) The Employer shall indemnify and save harmless a member against damages and legal costs relating to any action or claim against the member in the performance of her or his employment activities or responsibilities.
- b) Notwithstanding Article 48.10 a), the Employer shall not indemnify or save harmless a member against damages and legal costs relating to any action or claim against the member in the performance of her or his employment activities

or responsibilities which involve dishonest, fraudulent, criminal or malicious acts, or gross negligence on the part of the member.

48.11 The rights and privileges granted to members under this Collective Agreement shall not be limited by clauses in other Collective Agreements within the University, or by University policies.

Agreed October 12, 2012