

# COLLECTIVE AGREEMENT

between

ST. THOMAS UNIVERSITY

and the

FACULTY ASSOCIATION OF THE UNIVERSITY OF ST. THOMAS  
**PART-TIME BARGAINING UNIT**

2003 - 2007

## **PARTIES TO THE AGREEMENT**

This Collective Agreement, hereinafter referred to as the "Agreement", is entered into this 24 day of February, 2005 between St. Thomas University, a body corporate, incorporated under the laws of the Province of New Brunswick, hereinafter referred to as the "Employer", and the Faculty Association of the University of St. Thomas, hereinafter referred to as the "Union" and affecting the bargaining unit of Part-time faculty as certified and described by the Industrial Relations Board on December 18, 1985.

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- 1.11 "Department" designates an academic and administrative unit into which Full-time faculty members and Part-time faculty members are classified for the coordination and performance of their respective academic duties and for the execution of the educational activities of the University. For purposes of this Agreement, each Employee shall be a member of one and only one Department as determined by the Employer.
- 1.12 The "Vice-President Academic" is an administrative officer of the University.
- 1.13 "President" designates the President or the acting President of St. Thomas University.
- 1.14 "President of the Union" designates the President or the acting President of the Faculty Association of the University of St. Thomas.
- 1.15 "Academic Year" designates the period extending from July 1 to June 30 of the following calendar year inclusive.
- 1.16 "Teaching year" designates the period extending from September 1 to April 30 of the following Calendar Year inclusive.
- 1.17 "Day" means any workday exclusive of Saturday, Sunday and any holidays identified in Article 9.08.
- 1.18 Throughout the Agreement, the plural includes the singular, and Vice versa, as the context requires.

## ARTICLE 2      GENERAL PROVISIONS OF THE AGREEMENT

### 2.01    Purpose of the Agreement

The purpose of the Collective Agreement is to promote and maintain harmonious relations between the Employer and Employees, and to



2.07 Amendments to the Act of Incorporation and the By-Laws

Any proposal by the Employer to amend the act of incorporation of St. Thomas University or those by-laws of the University which relate either to the academic senate or to faculty representation on the Board of Governors shall require prior consultation with, but not the approval of, the Union.

2.08 Correspondence

All correspondence between the Employer and the Union, which gives notice to the other party or represents a commitment or undertaking pursuant to the Agreement, shall pass to and from the President of the university and the President of the Union. Other matters involving the negotiation and administration of the Agreement may pass between other designated officials representing the Parties.

2.09 Copies of the Agreement

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2.11 Continuation of Rights

The Employer agrees to exercise its management functions in a just and reasonable manner and, in so doing, to maintain all re

- 2.14.5 The Employee shall grant to the Employer a non-exclusive, royalty-free, irrevocable and non-transferable right to use, solely for the University's internal use and programmes, any intellectual property developed by the members when such Intellectual Property results from the use of the University's time, funds, facilities, support or technical personnel. Such right, however, shall not include the right to license or exploit the intellectual property for any purpose other than the internal use of the University.
- 2.14.6 The University recognizes the ownership by the Employee(s) of copyright in course outlines, assessment, grading, reports or correspondence pursuant to the Employee's teaching. The Employee shall grant the University a perpetual license to use these materials in the course of its normal administrative, non-commercial business.
- 2.14.7 Neither the Employer nor the Employee shall enter into any agreement with a third party which alters or abridges the intellectual property rights of the other, without the other's written consent.
- 2.15 Technologically Mediated Instruction
- 2.15.1 Technologically-mediated credit or non-credit courses (or modifications thereof) shall only be developed as part of the curriculum offerings of existing Departments or Programmes, or of offerings agreed between Departments and Programmes for interdisciplinary credit courses and shall comply with the practices, procedures and criteria which have been established at St. Thomas University for the creation by Departments and Programmes of in-classroom credit courses. The textbooks and learning materials for courses which are to be technologically mediated shall be selected in the same manner as they are for traditional courses.
- 2.15.2 Technologically-mediated instruction shall not be used by the Employer to reduce or eliminate full-time academic positions at the University. No Employee(s) shall be assigned to develop or to deliver a technologically-mediated course without the prior written agreement of the Employee(s). The agreement shall be delivered by the Employer to the Union within two (2) weeks of signing.
- 2.15.3 Employee(s) engaged in technologically-mediated courses shall have academic freedom as teachers and researchers as stipulated in this Agreement including full freedom in discussing their subject. Oversight or review of courses shall be made according to procedures and regulations established by the Department or Programme and by the Senate and shall be consistent with the academic freedom ARTICLE of this Agreement. Employees shall be free to submit technologically-mediated courses they have created as evidence to the appropriate evaluation committee concerned with the granting of tenure or promotion.

## ARTICLE 3 EMPLOYER-UNION RELATIONS

### 3.01 Recognition

The Employer recognizes the Union as the sole collective bargaining agent for the members within the Bargaining Unit as defined by the *Industrial Relations Board* certification order and as from time to time amended by mutual agreement.

### 3.02 Representation

Except as otherwise provided in this Agreement, 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 Union.

### 3.03 Access to Campus

Any duly designated representative or counsel of the Union shall have right of access to offices of the executive officers of the Union and to campus meeting places of the Union.

### 3.04 Membership

No Employee is required to join the Union as a condition of employment. However, each Employee, whether a member of the Union or not, shall pay to the Union the equivalent of the Union's dues (a co

3.07 Dues Receipt

- 3.07.1 The Employer shall record on the T-4 slip for each Employee, the amount of Union dues, if any, paid by the Employee in the previous calendar year.
- 3.07.2 The Union agrees to, 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 Employee purs

3.11 Joint Committee

- 3.11.1 The two Parties agree to form a Joint Committee consisting of three (3) individuals representing the Employer and three (3) individuals representing the Union within 90 days of the signing of this Collective Agreement.
- 3.11.2 At least two representatives of the Employer and two representatives of the Union must be present at any meeting of the Joint Committee.
- 3.11.3 Meetings of the Joint Committee shall be chaired alternately by a representative of the Employer and the Union.
- 3.11.4 The Joint Committee shall meet at least quarterly. Quarterly meetings may be cancelled by mutual agreement of the Employer and the Union, and additional meetings may be held by mutual agreement of the Employer and the Union.
- 3.11.5 The Joint Committee shall review matters of concern arising from the application of this Collective Agreement and the Collective Agreement between St. Thomas University and the Faculty Association of the University of St. Thomas (Part-time Bargaining Unit), excluding any dispute that is, at that time, being resolved under the grievance and arbitration procedures set out in ARTICLE 15. This Committee shall attempt to foster better communication and more effective working relationships between the Parties and shall attempt to maintain a spirit of cooperation and respect between the Parties.
- 3.11.6 The Joint Committee shall have no power to modify the provisions of this Agreement, but may recommend to the Parties changes to the procedures for the application of this Collective Agreement, or changes to the Agreement.

## ARTICLE 4      AUTHORIZATION FOR PART-TIME APPOINTMENTS

- 4.01    The Department shall identify its staffing requirements taking into account its full-time complement and planned course offerings.
- 4.02    Following consultation between the Vice-President Academic and the Department Chairs to develop the staffing allocation, the President shall communicate the annual staffing allocation to each Department Chair normally no later than January 31.
- 4.03    Requests for teaching resources, beyond those allocated by the President on an annual basis, shall be communicated by the Department Chair to the Vice-President Academic.
- 4.04    The decision of the Vice-President Academic on such requests for teaching resources shall be communicated in writing to the Department, with reasons in the event of a negative decision, within fifteen (15) days of receiving the recommendation.
- 4.05    A list of proposed Part-time openings for the Academic Year, including Intersession and Summer Session courses shall be posted on the Human Resources website and in the Part-time office spaces by no later than March 1, and updated on a regular basis.

## ARTICLE 5      APPOINTMENTS

### 5.01    Criteria for Part-Time Appointments

5.01.1 The criteria which shall be considered in making an initial assessment of candidates for a Part-time position are the following:

- (a) academic credentials, including degrees, special studies and honours (academic credentials will normally be a minimum of a Master's degree with preference to those candidates who hold a Ph.D.);
- (b) demonstrated teaching effectiveness;
- (c) scholarly productivity, including research, publications and work of creative or cultural significance.

5.01.2 The Parties agree that the Employer may take steps to hire academically qualified priests and religious in order to promote and maintain the tradition of St. Thomas as a Catholic University.

### 5.02    Types of Appointments

5.02.1 Part-time faculty covered by this Collective Agreement shall be appointed under one of the following types of appointments:

- a) Schedule A Appointment refers to an appointment to teach more than six (6) credit hours during the Academic Year to a maximum of fifteen (15) credit hours during the Teaching Year and a maximum of twenty-four (24) credit hours during the Academic Year.

### 5.03 Seniority Rights

- 5.03.1 An Employee's seniority is determined by the number of credit hours taught within a Department or subject area as defined in ARTICLE 1.11.
- 5.03.2 The Employee with the most seniority within the Department shall be offered the first choice of available courses for which the employee is deemed qualified and suitable up to the maximum permitted under ARTICLE 1.04. Remaining courses shall be offered to Employees deemed qualified and suitable according to seniority as defined in 5.03.1.
- 5.03.3 Where the Employee opts not to, or is unable to, teach a course, the Employee with the next highest level of seniority will be offered the course.
- 5.03.4 Where two or more Employees have equal Departmental seniority, the initial hire date shall break the tie.
- 5.03.5 A former Employee's name shall remain on the seniority list for a period of 24 months from the end date of the last appointment. A former Employee who obtains a full-time limited term appointment who subsequently returns to the part-time unit shall be able to count the number of courses taught as a full-time Employee toward part-time seniority up to the maximum for part-time Employees as identified in Article 1.04.
- 5.03.6 The Vice-President Academic shall maintain the seniority list for each Department. The Vice-President Academic will provide each Department with a copy of the seniority list with copies sent to the Union by October 31 of each year. The seniority list will include all courses being taught up to and including December 31 of that year. The seniority list will be used for all appointments issued after January 1 of the following year. The Union shall advise the Vice-President Academic of any discrepancies by December 1.
  - 5.03.6.1 If the Union fails to notify the Vice-President Academic of any discrepancies by December 1, any dispute arising from an error in the seniority list shall not be subject to grievance by an Employee or the Union.

5.04 A list of proposed Part-time appointments shall be posted on the Human Resources website and in the Part-time office spaces and updated on a regular basis.

### 5.05 Additional Appointments

- 5.05.1 If, after the application of ARTICLE 5.03, a part-time opening remains in a Department, the Vice-President Academic may authorize a search in accordance with the University policy on academic recruiting. The policy on academic recruiting can be found on the University's website.



## 5.05.2 Hiring Procedures for Additional Appointments

- 5.05.2.1 Upon receipt of applications, the Department Chair shall arrange for the Department to consider all of the applications, following which an interview will be held with one or more candidates. Following majority approval by the Department, the Department Chair shall, in writing, propose a recommendation to the Vice-President Academic. The recommendation shall include evidence that the candidate meets the qualifications specified in the job advertisement and meets the criteria as established in ARTICLE 5.01 (Criteria for Appointment).
- 5.05.2.2 The decision on the appointment shall be made by the Vice-President Academic who shall not unreasonably reject the recommendation by the Department. If the Vice-President Academic rejects the recommendation, reasons for the decision will be communicated to the Department in writing. The decision of the Vice-President Academic shall not be subject to the arbitration procedures set out in this Agreement, unless the grievance to be submitted to arbitration is based on an alleged violation of ARTICLES 2.04 (Academic Freedom), 2.05 (Discrimination) or 2.06 (Full and Fair Consideration).
- 5.05.2.3 The Vice-President Academic shall make the decision on acceptance or rejection of the Department's recommendation within a reasonable period of time. If the decision is to accept the recommendation of the Department, the Vice-President academic shall make an offer to the applicant and advise the Department Chair of this offer without undue delay.

## 5.06 Appointment Date

The effective date of appointment shall be determined by the Employer. Each appointment shall be subject to there being sufficient enrolment as determined by the University.

## 5.07 Rank

- 5.07.1 Rank shall be designated by the Employer as one of:
- a) Lecturer
  - b) Assistant Professor
  - c) Associate Professor
  - d) Professor

- 5.07.2 Appointments made by the Employer of Part-time Employees shall normally be at the rank of Lecturer.
- 5.07.3 Part-time faculty with a Ph.D. or equivalent, as determined by the Committee on Appointments, Promotion, and Tenure (CAPT), shall be appointed at the rank of Assistant Professor.
- 5.07.4 All Part-time Employees who hold or who formerly held a specific rank as a Full-time or Part-time Employee either at St. Thomas University, or another University recognized by the Employer, shall retain that rank.

5.08 Letter of Appointment

- 5.08.1 The Vice-President Academic shall provide each Employee with a notice of appointment, designating the terms and conditions of that appointment, and shall provide the Union with a copy thereof. The letter of appointment shall also indicate whether the appointment is a Schedule A or Schedule B appointment, and for Schedule B appointments shall state the designated percentage of a full-time workload.
- 5.08.2 The notice of appointment shall stipulate that the appointment is subject to this Agreement and shall include the Employee's remuneration; course name; rank; dates of employment and any special conditions which apply to the Employee.
- 5.08.3 A copy of the notice of appointment shall be placed in the Confidential Personnel File which the Employer shall maintain on each Employee.

## ARTICLE 6      PROMOTION

6.01    An Employee may apply for promotion to Established Part-Time Instructor and/or for promotion in rank by submitting a complete application to the Department Chair on or before November 30.

### 6.02    Promotion in Rank

Procedures for the promotion of Part-time Employees shall be those specified in the Full-time Collective Agreement.

### 6.03    Promotion to Established Part-time Instructor

Application to become an Established Part-Time Instructor shall be assessed against the Minimum Standards for Established Part-time Instructors established by the Employer and in effect as of March 1, 2005 and as contained in Appendix A.

### 6.04    Department Recommendation

6.04.1    Each Department shall assess the qualifications and performance of each Employee in the Department who formally applies.

6.04.2    The Department shall establish a Committee of the Department, according to procedures set down by the Department, to assess Employees.

6.04.3    The Department Committee shall consider all relevant evidence in conducting its assessment of the Employee. In particular, the Committee shall examine the Employer's Confidential Personnel File, all evidence submitted by the Employee, and any other evidence deemed relevant by the Committee. The Employee shall have the right to present written evidence, and to give oral evidence before the Committee, and to know and to reply to any adverse evidence.

6.04.4    The Department Committee shall maintain a record of attendance, appearances, and recommendations, as well as a dossier of all documents consulted, in its assessment of employees.

6.04.5    The Department Committee shall prepare a written report of each recommendation, and shall transmit the report to the Employee concerned and to the CAPT on or before January 15. Any negative evidence, oral or written, considered by the Departmental Committee shall be summarized in the report.

6.04.6    The Departmental Committee shall also transmit to the CAPT all documents considered and deemed relevant. Other documentary materials shall be returned to the supplier after the time limit for lodging a formal grievance (as outlined in ARTICLE 11.07.2) has expired, except that in the event a formal grievance is lodged, the material shall be returned after final resolution of the grievance.

6.04.7 In the event a Department Committee member or his or her relative is being assessed, the Department shall elect a substitute, who shall perform such duties as would ordinarily have been undertaken by the committee member.

6.05 CAPT Recommendation

The CAPT shall be responsible for reviewing all Department recommendations and shall make recommendations to the President on Employees in accordance with this ARTICLE.

6.05.1 The CAPT shall review all Department recommendations in consultation with the Department Chair or the Chair of the appropriate Departmental Committee.

6.05.2 In its review, the CAPT shall consider the Employer's Confidential Personnel File, the report of the Departmental Committee, all the documentary evidence presented to and considered by the Departmental Committee and no other documentary evidence. This shall be deemed to comply with the provisions for full consideration in this review as specified in ARTICLE 2.06.

6.05.3 The CAPT shall either concur with the Department's recommendation, or shall proceed to a formal hearing. A formal hearing shall also be held upon the request of the Employee.

6.05.4 In conducting a formal hearing the CAPT shall adhere to the following guidelines:

6.05.4.1 it shall take into consideration the standard set out in ARTICLE 6.03, and other provisions of the Agreement pertinent to promotion.

6.05.4.2 it shall invite the Employee to appear before it on her or his own behalf, and another Employee as an academic advisor to assist the Employee if the latter so chooses, to present relevant evidence; it may also call other witnesses.

6.05.4.3 it shall consider all documentary evidence, any additional evidence presented by the Employee concerned, and any other evidence which it deems relevant to the case.

6.05.4.4 following the formal hearing, it shall advise the Employee of specific details of any relevant negative evidence which was considered during the formal hearing and not previously brought to the Employee's attention and invite the Employee to respond before the Committee arrives at its recommendation.

6.05.4.5 it shall arrive at a recommendation by open vote; the Chair shall vote only in the event of a tie vote, in which case he or she shall cast the deciding vote.

6.05.4.6 it shall maintain a record of attendance, appearances, recommendations, and a dossier of all documents consulted; n a record of a

6.05.4.7 it shall, if it cannot arrive at a positive recommendation on the basis of the evidence before it, summarize for the Employee concerned the evidence presented to it, and invite the Employee to respond to the negative evidence and to the absence of supporting evidence. It shall provide the relevant details of the negative evidence and of the absence of supporting evidence to permit the employee to prepare an adequate response.

6.05.4.8 it shall issue a written recommendation containing the conclusions drawn by the Committee and providing relevant details of the evidence on which those conclusions were based.

6.05.5 The CAPT shall make its recommendations in writing and submit them together with a written statement of all the reasons on which each recommendation was based to the President, with a copy of the same time to the Employee, on or before February 28. When a formal hearing is held, the deadline shall be extended by one month.

6.05.5.1 At the request of the President, the CAPT shall meet with the President to discuss its recommendation in any specific case.

6.05.5.2 **If the CABT cannot make a new recommendation by the date set forth above or by a new deadline set in accordance iscusuB4/T1\_0 0tttttttttttttttttttt sfhth**

6.05.7 When a member of the Committee or her or his relative is being assessed by the Committee, the Committee shall reach its recommendation in the absence of that member.

6.06 Decisions on Promotion

6.06.1 The President shall communicate to the Employee, the CAPT, and the Department Chair, the University's decision within thirty days after the receipt of the recommendation of the Committee.

6.06.2 The President shall not unreasonably reject a recommendation of the CAPT. In the event the President does reject such a recommendation, she or he shall communicate her or his reasons to the Committee to discuss these reasons. Following this meeting, the Committee shall make a final recommendation.

## ARTICLE 7      CONFIDENTIAL PERSONNEL FILE

### 7.01      Access to the Confidential File

- 7.01.1    The Confidential Personnel File shall contain, in addition to the copy of Notice of Appointment, only documents relevant to the assessment of the Employee for promotion and it shall contain all such documents considered by the Committee on Appointments, Promotion, and Tenure (CAPT) or by the Departmental Committee except minutes of meetings, anonymous material, published material, and letters of recommendation associated with initial academic appointments. The placing of materials in the Employee's Confidential Personnel File following the assessment of the Employee by the Committee is the responsibility of the respective Chairs of those committees.
- 7.01.2    The Chair of the Departmental Committee, the Secretary of the CAPT, the Vice-President Academic and the President shall have access to the file for the purpose of assessing an Employee for Established Part-time Instructor status and for promotion. The Chair of the Departmental Committee shall have access to the files of members of his or her Department only.
- 7.01.3    An Employee shall have access to his or her file during normal business hours and have the right to make additions to the file.
- 7.01.4    The President, the Secretary of the CAPT, and the Chair of the Departmental Committee shall have access to the file for the purpose of adding material. Material deemed adverse to the Employee shall be added to the file only after notification of the Employee concerned.
- 7.01.5    In a Standing Grievance Committee hearing of a grievance on assessment or promotion, the grievor or Union representative of a grievor shall have access in the manner indicated in ARTICLE 11 to the Employer's Confidential Personnel Files for Employees for whom the CAPT has made recommendation on Established Part-time Instructor status or on promotion since its establishment.
- 7.01.6    The Employer shall keep a record for each file of those individuals other than the President who have consulted or added materials to the file, the date on which the file was consulted or had materials added to it, and the title under which the individual consulted the file or added materials to it.

### 7.02      Removal of Material

- 7.02.1    Material may be removed from the Confidential Personnel File only by mutual agreement between the Employee and the Vice-President Academic.

## ARTICLE 8 EVALUATION

8.01 The Parties agree that reviews of teaching effectiveness serve to ensure a high quality of instruction for students and promote continued growth and confidence in teaching. Teaching effectiveness assumes a command over subject matter familiarity with recent developments in subject areas, class preparedness, and presentation of material in class.

8.01.1 Reviews of teaching for Employees shall be conducted by the Department Chair and one other tenured/tenure track member of the Department.

### 8.02 Relevant Considerations

Reviews of teaching for Employees shall consider:

- (a) course content and material (includes course descriptions; syllabi; bibliographies; or other material distributed in courses);
- (b) student evaluations (which shall be considered as a limited part of the information needed for informed evaluation of courses or instructors. No evaluation or disciplinary action will be based solely on student ratings);
- (c) other information deemed relevant such as, but not limited to, explanatory material about aims and methods of teaching written and submitted by the individual being reviewed; letters of reference from colleagues; unsolicited comments from students; peer reviews; and any of the following related to teaching: publications, conference presentations, participation in workshops or seminars.

### 8.03 Procedures for Reviews

8.03.1 Teaching reviews for Employees shall be conducted during the first year of appointment and every five years thereafter, unless more frequent reviews are warranted. The need for more frequent reviews shall be determined through consultation between the Chair and the Employee.

8.03.2 Teaching reviews for Multi-Year appointments shall be conducted at the end of each appointment period prior to the renewal of such an appointment.

8.03.3 The Department Chair shall submit a brief written review of teaching effectiveness to the Vice-President Academic for inclusion in the Confidential Personnel File with a copy to the Employee specifying whether the Employee's performance has been satisfactory or unsatisfactory. In the case of an unsatisfactory review, an Employee may submit a written response to the review for inclusion in the Confidential Personnel File with a copy to the Department Chair and the Department Chair may opt to conduct another review during the following year.

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## ARTICLE 9      TERMS AND CONDITIONS OF EMPLOYMENT

### 9.01      Appointment Period

A part-time Employee's appointment shall be for the Academic Year, or a portion thereof. The Employer shall determine the payment period depending on the work assignment given the Employee.

### 9.02      Course Cancellation

A part-time Employee appointed under a Schedule A appointment shall be entitled to a payment equal to 25% of the salary for a three (3) credit-hour course in the event that a course scheduled during the Teaching Year is cancelled by reason of insufficient enrolment.

### 9.03      Class Size

9.03.1      The Parties recognize that small class sizes are central to the educational mission of St. Thomas University.

9.03.2      The standard for maximum class size shall be sixty (60) students. No Employee shall be required to teach more than 60 students in a class.

9.03.3      In appropriate cases, classes may have enrolments exceeding the standard. In such cases, enrolments exceeding the standard shall be determined by mutual agreement between the Department and the Vice-President Academic. The Senate shall act as final arbiter in contested cases.

9.03.4      Classes may have planned enrolments different from the standard for maximum class size. Any such planned limited enrolment shall be determined by mutual agreement between the Department concerned and the Vice-President Academic before the publication of the tentative timetable for the pending Academic Year. 12 124.8599 369.5402

#### 9.04 Course Assignments

It is expected that each Department will ordinarily designate those courses within the Department which its members are to teach. Authority to make such assignments rests with the Vice-President Academic who may, following consultation with the Chair of the Department concerned, assign to Employees those courses they are to teach.



## **ARTICLE 10    DISCIPLINE**

10.01    Disciplinary action shall be taken only for just



receive his or her salary and other benefits up to a maximum of six months, until the arbitrator renders a decision, or up to the end of the individual's contract period, whichever comes first. In the event of regular arbitration, the Employee shall continue his or her salary and other benefits up to a maximum of four (4) months, until the arbitrator renders a decision, or up to the end of the individual's contract period, whichever comes first. At the Employer's discretion the Employee may be suspended from the performance of some or all of his or her duties.

**ARTICLE 11      GRIEVANCE AND ARBITRATION**

### 11.03 Types of Grievance

- (a) Individual Grievance: A grievance initiated by the Union on behalf of an individual Employee.
- (b) Group Grievance: A grievance initiated by the Union on behalf of a group of Employees similarly affected by an Employer's action.
- (c) Union Grievance: A grievance initiated by the Union.
- (d) Employer Grievance: A grievance initiated by the Employer.

### 11.04 Time Limits

- 11.04.1 Where no action is taken on a grievance within the time limits specified in this ARTICLE, the grievance shall be deemed to have been withdrawn or settled as the case may be.
- 11.04.2 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.
- 11.04.3 The time limits specified in this article may be extended by mutual agreement by the Parties. The amended time limits must be specified in writing. An arbitrator shall have the power to waive time limits on any reasonable grounds.

### 11.05 Technical Irregularities

- 11.05.1 A clerical, typographical or technical error in the written specification of the grievance shall not prevent the substance of a grievance from being heard and judged on its merits. Non-compliance with time limits does not constitute a technical irregularity.

### 11.06 Termination of Employment or Denial of Tenure

- 11.06.1 In cases involving dismissal, failure to renew a probationary contract, or denial of



discipline, alleged discrimination or incompetence, the burden of proof shall be on the Employer to establish its case except in the case of alleged discrimination in which the Union shall be required to present evidence first.

## 11.07 Grievance Procedures

### 11.07.1 Informal Complaint

- a) In the case of an informal complaint(s) initiated by an individual or group, written notice of the substance of the complaint shall be given to the Union and the Vice-President (Academic). No later than five (5) days following receipt of the complaint, the Vice President Academic shall meet with a Union representative and the complainant(s). The Parties shall endeavour to settle the complaint by informal discussion within and not later than fifteen (15) days of the grievable event or within fifteen (15) days of the date when this event could have first been known to have occurred.
- b) In the case of a complaint initiated by the Union, the matter shall first be raised with the Vice-President (Academic) or the President who shall endeavour to resolve the matter.
- c) If the informal complaint is resolved, such settlement shall be reduced to writing and countersigned by the Union representative and the Vice President Academic within five (5) working days of the meeting at which the resolution was reached.
- d) If the informal complaint is not resolved, the result of the informal complaint procedure shall be conveyed in writing by the Vice President Academic or the President to the complainant(s) and the Union President within and not later than fifteen (15) days of the grievable event or within fifteen (15) days of the date when this event could have first been known to have occurred.

### 11.07.2 Filing a Formal Grievance

- a) If the informal procedures do not resolve the matter within fifteen (15) days of the grievable event or within fifteen (15) days of the date when this event could have first been known to have occurred, the Union, acting on its own behalf or on behalf of an individual or group of Employees, may initiate formal grievance procedures.
- b) Grievance procedures shall be initiated against the Employer by the Union by presenting a written grievance to the President within fifteen (15) days of receipt of the decision of the Vice-President Academic or the President (as outlined in ARTICLE 11.07.1 (d)).



- b) Where the SGC fails to render a decision within ten (10) days of the grievance hearing, and no extension is agreed to, either Party to the Agreement shall have ten (10) days within which to give the other notice that it requests the grievance be submitted to arbitration, except in those instances where arbitration is ruled out by this Agreement.

#### 11.08.2 Appointing an Arbitrator

- a) Normally there shall be a single arbitrator except in cases involving dismissal or failure to renew probationary appointments or denial of tenure when an arbitration board must be used or by mutual agreement between the Parties to appoint an arbitration board. The arbitrator shall be chosen by mutual agreement between the Parties. Should the Parties fail to agree on an appointment of an arbitrator within ten (10) days of receipt of the notice specified in ARTICLE 11.08.1, the arbitrator shall, upon request of either Party, be appointed by the Minister of Employment, Training and Development for New Brunswick.
- b) The arbitrator shall have the duty and power to adjudicate all differences between the Parties and shall have all the powers of an arbitrator as stated in the New Brunswick *Labour Relations Act*, as amended from time to time.

#### 11.08.3 Appointing an Arbitration Board

- a) The arbitration board shall be composed of three persons: a nominee of the Union and a nominee of the Employer and a Chair to be chosen jointly by the two nominees. The Party to the Agreement giving the notice of arbitration shall indicate the name of its nominee on the board, and within seven (7) working days the other Party to the Agreement shall reply, naming its nominee. The two nominees shall then select a Chair for the arbitration board.
- b) If the recipient of the notice fails to appoint a member of the arbitration board within seven (7) days of receiving the notice or if the two appointees of the Parties fail to agree upon a Chair within five (5) days of the appointment of the second of them, the Minister of Employment, Training and Development for New Brunswick shall, upon the request of a Party to the Agreement, appoint a member on behalf of the Party to the Agreement failing to make an appointment, or shall appoint the third member, as the case may be, and, where the case requires, shall appoint both.

#### 11.08.4 Arbitration Hearing

- a) The arbitrator or arbitration board Chair shall commence hearings and shall notify the Parties concerned of the place, date and time of the hearings.
- b) If the arbitration is on behalf of an individual or group they shall have the right to attend all arbitration hearings.
- c) Both Parties shall have the right to present evidence and to call witnesses before the board and to cross-examine other witnesses.

- d) In all other respects the arbitrator or the arbitration board shall determine its own procedures but all Parties shall be given full opportunity to present evidence and to make any recommendations.

11.08.5 Arbitration Decision

- a) The arbitrator or arbitration board shall render its decision and make that decision known to the Parties concerned as soon as possible, in any event, no later than two (2) months following completion of hearings. In the case of an arbitration board the decision of the majority shall be the decision of the arbitration board and, where there is no majority decision, the decision of the Chair shall be the decision of the board.
- b) The decision of the arbitrator or the arbitration board shall be final, binding and enforceable on both Parties to the agreement, provided that the arbitrator or the arbitration board shall not have the power to alter, add to, modify or amend the agreement in any respect whatsoever.

11.08.6 Arbitration Costs

- a) Each Party to the Agreement shall bear the fees and expenses of one-half of the fees of the arbitrator and in the case of an arbitration board, the fees and expenses of its nominee and one-half of the fees and expenses of the Chair of the arbitration board subject to the award costs by the arbitrator or arbitration board as part of the remedy.

## ARTICLE 12 SALARIES AND ALLOWANCES OF EMPLOYEES

### 12.01 Course Stipends

The stipend amounts for all Employees covered by this Collective Agreement are contained in Appendix C which forms part of this Agreement.

12.01.1 The stipends outlined in Appendix C shall apply to courses taught in Intersession and Summer session effective May, 2005. The stipend amount for courses taught during Summer session in 2003 and Intersession and Summer session in 2004 shall be \$3,700 per three (3) credit-hour course.

### 12.02 Cost of Living Adjustment

12.02.1 The cost of living increments to normal salary in this Collective Agreement are as

#### 12.04.2 Cost of Living Adjustment

Employees who have held a Part-time appointment in the previous Teaching Year and who are reappointed under Schedule B shall receive, in each year, a cost of living increase equal to the percentage cost of living increase which Full-time Employees receive.

#### 12.04.3 Career Progress

Effective July 1 of each year, each Employee appointed under Schedule B, who in the judgment of the Employer is performing his or her duties adequately, except those newly appointed under Schedule B as of July 1 of that year, shall receive, for the Academic Year an increment to normal salary amounting to 5% of the salary floor for Assistant Professor effective July 1 of that year (as shown in APPENDIX D) multiplied by the Employee's designated percent of a Full-time workload.



**ARTICLE 14      PROFESSIONAL DEVELOPMENT ALLOWANCE**



## ARTICLE 15    TEACHING ENHANCEMENT ALLOWANCE

- 15.01 A Teaching Enhancement Allowance equal to \$50.00 per three (3) credit-hour course taught shall be made available to all Established Part-time Employees.
- 15.02 The teaching enhancement allowance may be used by an Employee for expenses related to teaching enhancement.
- 15.03 Upon submitting original receipts, the Employee shall be reimbursed for *bona fide* expenses, up to the maximum available.
- 15.04 Teaching enhancement allowances shall be used during the Academic Year in which the allowance is made available. Unused balances may be carried forward for a maximum of one (1) Academic Year. Enquiries on the Allowance may be made through the University's Financial Services Office.
- 15.05 Materials purchased by Employees under this Article shall be owned by the University; however, such materials may remain in the custody of the Employee for his or her own use in teaching.

## ARTICLE 16 LEAVES

### 16.01 Sick Leave

16.01.1 A Part-time Employee who is prevented by injury or illness, other than maternity, but including complications arising from maternity, from performing his or her academic duties shall advise the Vice-President Academic who shall, notwithstanding ARTICLES 5.02 and 9.03 arrange for the part-time Employee's duties to be covered, if possible.

16.01.2 For Schedule A Employees, the University shall recognize a sick leave without loss

## ARTICLE 17 TERM OF AGREEMENT

### 17.01 Duration

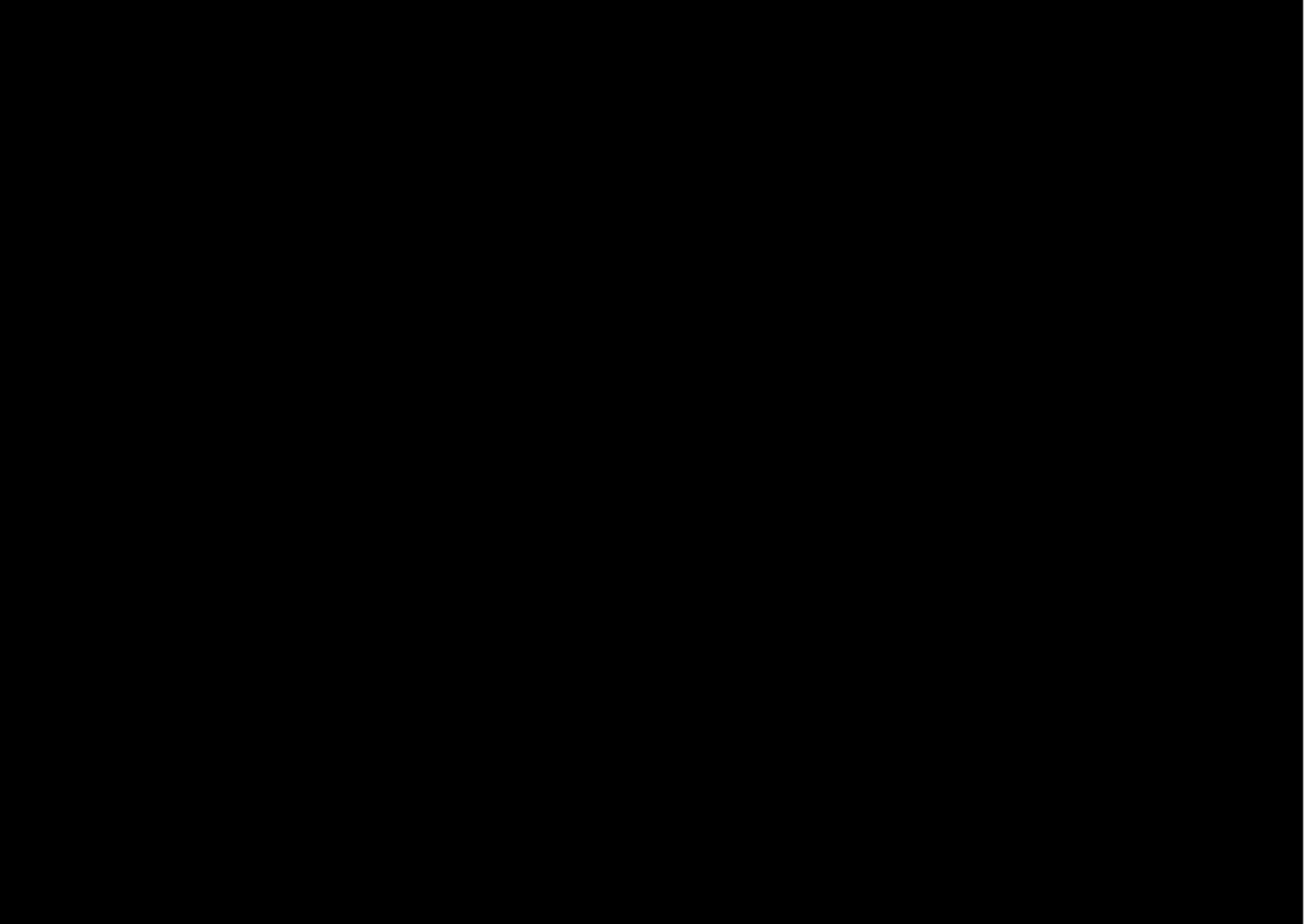
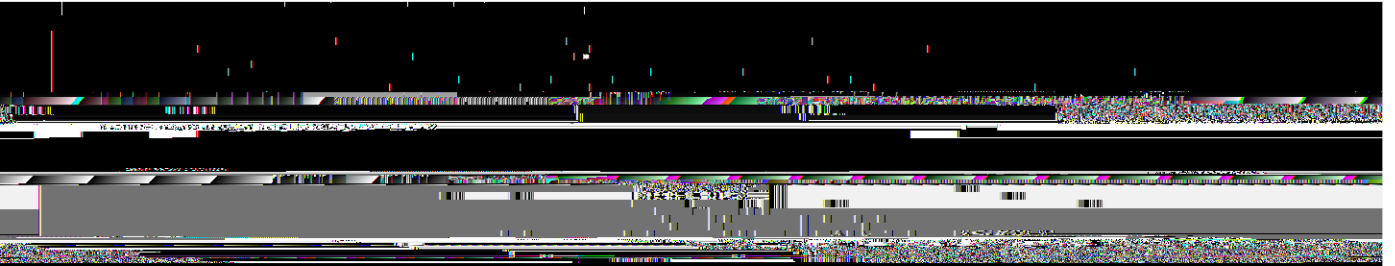
This Agreement shall enter into force on July 1, 2003, after signature by the President of the University and the President of the Union, following ratification of the Agreement by the Board of Governors and the Union and shall remain in force until and including June 30, 2007. The Agreement shall continue from year to year after June 30, 2007 unless either Party gives the other Party notice in writing at least thirty (30) days, but not more than one hundred and fifty days, prior to the thirtieth day of June in any year that it desires renegotiation of the Agreement.

17.01.1 Both Parties shall adhere to the terms of this Agreement during negotiations. If, pursuant to negotiations, agreement is not reached on the renewal or amendment of this Agreement or on the making of a new agreement, this Agreement shall continue in full force and effect until a new agreement is signed between the Parties or until all conciliation proceedings prescribed under the New Brunswick *Industrial Relations Act* have been completed and the Parties are in a position lawfully to lock-out or strike, whichever date should occur first.

### 17.02 Notice of Renegotiation

The notice of renegotiation shall pass between the President of the Union and the President of the University. Within twenty days of receipt of such notice by either Party, both Parties shall enter into negotiation of a new agreement.

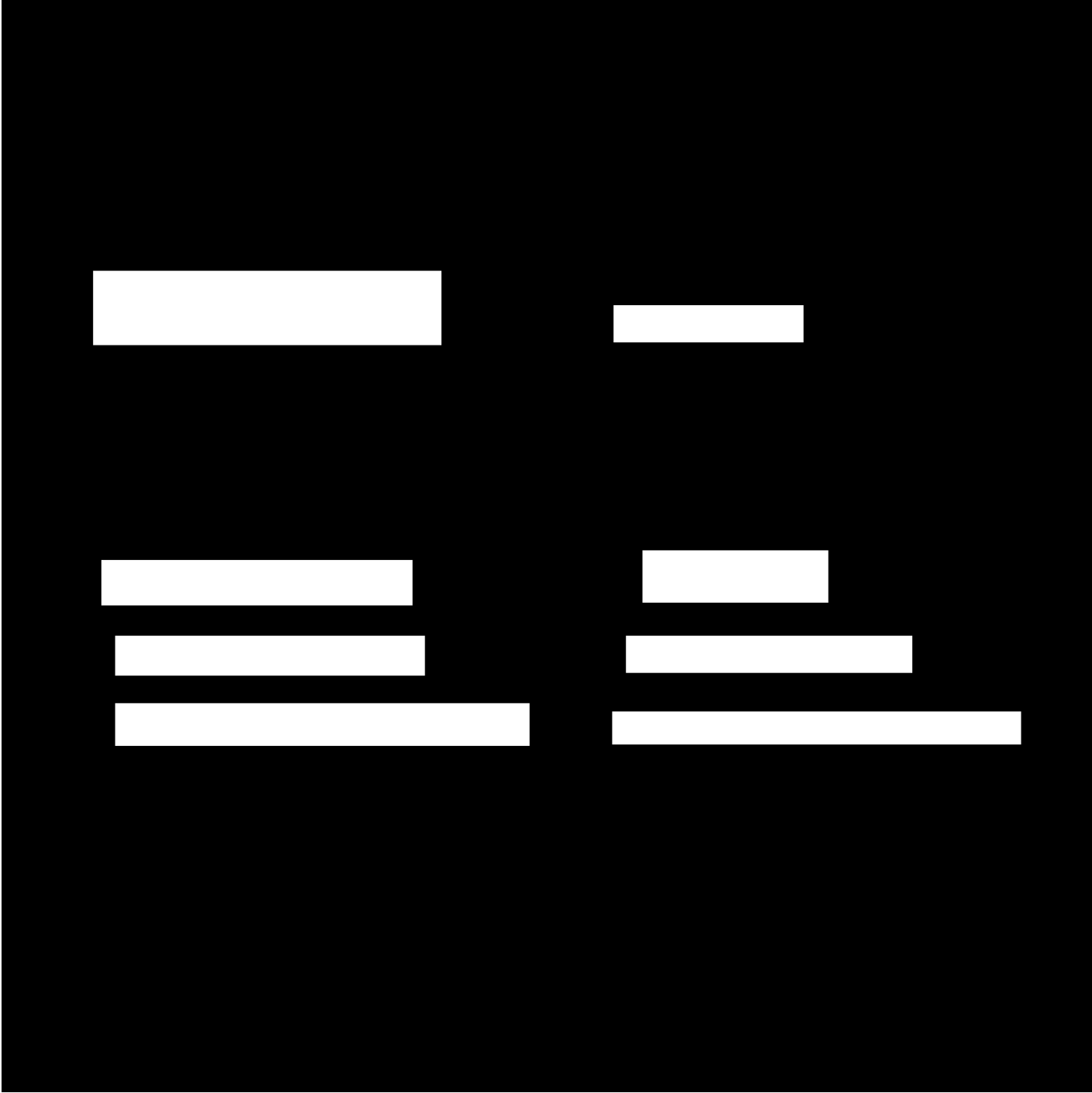
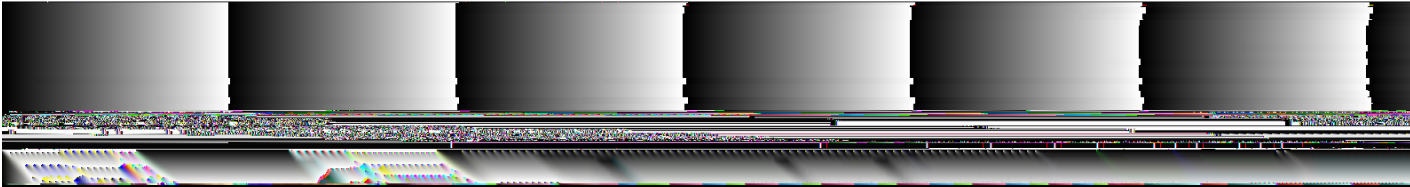
# MEMORANDUM OF AGREEMENT (Harassment Policy)



Jeanette Gaudet

Daniel J. O'Brien

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## APPENDIX C

## COURSE STIPENDS (THREE-CREDIT HOUR)

### Course Stipends (Three-Credit Hour)

	<u>Schedule A Appointment</u>	<u>Established Schedule A Appointment</u>	<u>Established Schedule A Appointment (5% CPI)</u>
Effective July 1, 2003	3,898	4,255	4,468





