

# COLLECTIVE AGREEMENT

between

ST. THOMAS UNIVERSITY

and the

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

2007 - 2010



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## ARTICLE 1 DEFINITIONS

The following definitions refer to terms included in the Agreement:

- 1.01 "Employer" designates St. Thomas University, as defined in An Act to Incorporate St. Thomas' College, as amended from time to time, or its legal successor.
- 1.02 "Union" means the Faculty Association of the University of St. Thomas and any person(s) duly appointed to act on its behalf.
- 1.03 "Employee" designates a member of the Bargaining Unit, that is, all persons employed in full-time teaching or research at St. Thomas University, save and except the President, Vice-President, members of the Board Of Governors representing the faculty, persons appointed to an endowed chair of study (except those who hold a probationary or tenured appointment) and persons who exercise management functions or who are employed in a confidential capacity in matters relating to labour relations.
- 1.04 "Faculty Member" designates a member of the faculty of St. Thomas University employed to do teaching or research or both.
- 1.05 "Senate" designates the academic senate of St. Thomas University.
- 1.06 "Committee on Appointments, Promotion and Tenure"(CAPT) designates the committee responsible for making recommendations to the President on the renewal of probationary appointments, promotions in rank, tenured appointments and, at the President's request, on appointments.
- 1.07 "Committee on Appointments to the Academic Staff" (CAAS) designates the Senate committee responsible for advising the administration on academic staff positions.
- 1.08 "Department" designates an academic and administrative unit into which 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 faculty member shall be a member of one and only one Department as determined by the Employer.
- 1.09 "Subject area" designates a grouping of related courses outside a Department for which there is a distinct academic credential or a minimum of three full courses (or equivalent) normally offered during the Teaching Year. Each Subject Area with two or more Full-time faculty members shall have a "Programme Director"; other Subject Areas shall each have a "Subject Coordinator". Programme Directors shall be treated as Department Chairs in all proceedings involving Department Chairs under this Agreement.
- 1.10 The "Vice-President Academic" is an administrative officer of the University.
- 1.11 "President" designates the President or the acting President of St. Thomas University.
- 1.12 "President of the Union" designates the President or the acting President of the Faculty Association of the University of St. Thomas.

- 1.13 "Academic Year" designates the period extending from July 1 to June 30 of the following Calendar Year inclusive.
- 1.14 "Teaching Year" designates the period extending from September 1 to April 30 of the following Calendar Year inclusive.
- 1.15 "Day" means any workday exclusive of Saturday, Sunday and any holidays identified in Article 17.08.
- 1.16 "Full-time Year of Service" is defined as a minimum of nine (9) consecutive months during the Academic Year.
- 1.17 "Senate Research Committee" designates the committee responsible for the allocation of research grant monies, research grants in lieu of salary, and the promotion of research activity.
- 1.18 Throughout the Agreement, the plural includes the singular, and *vice versa*, as the context requires.
- 1.19 "Bargaining Unit" means the group of Employees as recognized in Article 3.01.

## ARTICLE 2 GENERAL PROVISIONS OF THE AGREEMENT



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

The Employer shall include a copy of this Agreement on the University's web page as soon as possible and provide a print copy to all members of the Bargaining Unit.

2.10 Management Rights

2.10.1 Subject to this Agreement, the Union acknowledges that it is the exclusive function of the University to hire, promote and classify Employees and also the right of the



2.13 Collegial Rights

The Parties recognize the importance of the academic, personnel, and governance processes as set out in the St. Thomas University Act and will work together to promote collegiality.

2.14 Copyright/Intellectual Property

2.14.1 The Parties agree that Employees have no obligation to seek intellectual property protection for the results of their work, nor to modify their scholarly endeavours to enhance the ability of their work to be protected.

2.14.2 Employees have the right to and are encouraged to discuss and publish the results of their scholarly endeavours as fully as may be reasonably possible.

2.14.3 The University, in keeping with long-standing academic custom, recognizes the ownership by the Employee of copyright in traditional works of authorship such as, textbooks; scholarly monographs and articles; bibliographies; glossaries; lectures and laboratory notes; works of non-fiction; artistic works such as dramatic works and performances; musical or dramatic compositions and performances; visual works of art; sculpture; and poetry, whether such works are disseminated visually, in print, or electronically.

2.14.4 Unless governed by specific contracts to the contrary, the University recognizes the ownership by the Employee of copyright in cyro3.2pg3s9(p)1, and a

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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 shall be assigned to develop or to deliver a technologically-mediated course without the prior written agreement of the Employee. The agreement shall be delivered by the Employer to the Union within two (2) weeks of signing.
- 2.15.3 Employees 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 Article 2.04 (Academic Freedom) 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 Union dues.

### 3.05 Checkoff Payments

The Employer shall deduct bi-weekly Union dues from the Employees designated in Article 1.03.

### 3.06 Deductions

Deductions shall be made from each bi-weekly payroll and shall be forwarded to the treasurer of the Union with a list of the Employees, from whose salaries the deductions have been made, and their ranks not later than the fifteenth day of the following month. The Union shall notify the Employer, at least one (1) month in advance, of any change in the amount of Union dues to be deducted by the Employer in accordance with Article 3.05.





## ARTICLE 4 PROFESSIONAL RESPONSIBILITIES

### 4.01 Principles

4.01.1 It is understood that Employees as professional academics have certain rights, duties and responsibilities which derive from their position as teachers and scholars and which reflect the rightful expectations of the University. Membership in the University community includes an obligation to treat all members of the community with respect.

4.01.2 Employees are responsible for disseminating knowledge through effective teaching, for conducting research, scholarship or other creative work, and for participating in the governance, activities and work of the University. The place of residence provision in Article 2.05 does not exempt an Employee from the obligation to carry out these responsibilities.

### 4.02 Responsibilities:

#### 4.02.1 Teaching and Advising

The teaching and advising responsibilities of Employees include: teaching scheduled courses in a manner which normally reflects the description in the University calendar and the schedule shown in the approved time table; contributing to the creation, content, implementation, and delivery of academic courses and programs; developing and maintaining scholarly competence and effectiveness as teachers within their discipline; informing students at the beginning of each course about the methods of instruction and evaluation in their courses; accepting a reasonable share of responsibility for academic advising and consulting duties; providing reasonable access for students outside of scheduled classroom hours; and examining and otherwise evaluating student progress in courses and programs for which they are responsible.

#### 4.02.2 Research, Scholarship, and Professional Activities

Scholarship includes the right and responsibility to conduct research, scholarship and critical, creative, professional or developmental work; the dissemination of such work through publication, demonstration, presentation, exhibition or performance, or by other means appropriate to the discipline.

#### 4.02.3 Service

Consistent with their principal duties, all faculty members have the right and obligation to participate in University governance. Participation may include election or appointment to governing bodies and committees at the University, participation in the work of the Department and of the Union, and service to outside academic and professional organizations and professionally related service to the wider community. The Parties recognize the value of having a reasonably equitable distribution of service responsibilities among Full-time faculty members.



## ARTICLE 5 ESTABLISHED POSITIONS

### 5.01 Established Positions



5.01.7 Upon due consultation of the recommendations of the Vice-President Academic, the Departments, and the CAAS, the President shall decide on changes proposed to the number of established positions in accordance with Articles 5.01.2 - 5.01.6 by June 15, and shall notify Senate and the Departments concerned, in writing, stating the reasons for the decision. Senate and the Departments concerned shall have the opportunity to respond, in writing, to the President's decision.

## 5.02 Vacant Positions

5.02.1 Established positions that become vacant through retirement, resignation, leave of absence including sabbatical leave, or any other reason are subject to the procedures outlined in Articles 5.02.2 to 5.02.5.

5.02.2 Authorization to fill an established position that is vacant or is expected to be vacant shall be made by the President, after consulting with the Vice-President Academic and the Chair of the Department concerned. Authorization may be granted for a limited-term, probationary, or tenured appointment. Requests to fill vacant established positions shall normally be made by the Chairs to the President by May 15.

5.02.3 Normally, an established position may remain vacant for a maximum of two (2) years. Any established position that has remained vacant for two (2) years shall be automatically reviewed by the Vice-President Academic in consultation with the Department concerned. If the decision is made, after two (2) years, not to fill the position, the CAAS will be notified by the Vice-President Academic. If the position remains vacant for another two (2) years, the position shall be automatically reviewed at the end of the second two-year period by the Vice-President Academic in consultation with the Department concerned. The procedures outlined in Articles 5.01.3, 5.01.4, and 5.01.5 shall apply. After the second review, a decision will be made to fill or to eliminate the established position.

5.02.4 The decision of the President on filling an established position shall be communicated to the Department concerned and Senate, with reasons, within 30 days of the request.

5.02.5 If the Department or Senate is not satisfied with the President's decision, the Senate may ask the CAAS to review the matter and to report its findings to the President, the Senate and the Department within thirty (30) days. The President shall respond to the committee's report within fifteen (15) days, either reaffirming or revising the authorization decision.

## 5.03 Alternative Procedure

In special circumstances, when an academic appointment is required for which no established position has been designated because of insufficiency of time or for any other valid reason, the President shall authorize only a one-year Limited-Term Appointment except as provided for in Article 7.05.1.1 and shall notify the Union of the decisions and the reasons.



6.04.3 The committee shall monitor the representation on faculty of groups listed in 6.04.1. It shall be entitled to appoint one (1) of its members to participate, as a non-voting member, in the appointment process for all Full-time faculty positions.

- 6.05.7 If the representative of the Employment Equity Committee believes that the qualifications of the candidate recommended by the Department are not substantially superior to those of a shortlisted candidate from the groups listed in 6.04.1, he or she may submit a separate report to the President. This report shall be submitted concurrently with the departmental recommendation with a copy provided to the Department.
- 6.05.8 The decision on the appointment shall be made by the President. If the President has reservations about the departmental recommendation or about a recommendation from the representative of the Employment Equity Committee, the President may refer the matter to the CAPT for its recommendation. If the President rejects a recommendation from either the Department or the Employment Equity

6.08 Employment Equity Report

The Vice-President Academic shall prepare an annual profile of Full-time Employees by Department, and term of appointment, separately identifying those designated in 6.04.1. The report shall be submitted to the Employment Equity Committee by August 15th.

6.09 The Parties agree that the Employer may, in accordance with all other provisions of Article 6, hire academically qualified priests and religious in view of the tradition of St. Thomas as a Catholic University.

## ARTICLE 7 APPOINTMENTS

The appointment of every Employee shall be designated and distinguished by the following terms and conditions of appointment:

### 7.01 Effective Date of Appointment

The effective date of appointment shall normally be July 1.

### 7.02 Term of Appointment

Appointments shall confer one of three possible terms:

7.02.1 Tenured, which is a permanent appointment up to the age of retirement. An Employee holding a tenured appointment is subject to dismissal by the Employer only for just cause in accordance with the provisions and procedures of Articles 13 and 14 of this Agreement.

7.02.2 Probationary, which is an initial appointment for a two-year term. An Employee holding a probationary appointment shall be considered for an immediately subsequent three (3) year probationary appointment, or for an immediately subsequent tenured appointment.

7.02.3 Limited, which is an appointment from one (1) to three (3) years except as provided for in Article 7.05.1.1. This appointment does not imply, although it does not exclude, the possibility that the Employee will be considered for a subsequent appointment of any term.

7.02.3.1 Normally, a Limited-Term Appointment is made for visiting professors; replacements for sabbatical leave; or to promote the consolidation of some part-time positions.

7.02.3.2 In exceptional cases, where the qualifications of an appointee do not meet the requirements established in Appendix C, an appointment of limited term may be made; such appointments shall be made only with the approval of the Department concerned.

7.02.3.3 A Limited-Term Appointment may also be made under the appointment procedure of Article 6.06 or Article 6.07, or in accordance with Article 9.04.3.

7.02.3.4 The total number of successive years of Limited Term Appointments shall not exceed four (4) except with the written agreement of the Employer and the Union. Limited term appointments may be renewed upon the recommendation of the Department with supporting evidence of satisfactory performance and following the procedures as outlined in Article 6.06.

7.03 Rank

Rank shall be designated by the Employer as one of:

- a) Lecturer
- b) Assistant Professor
- c) Associate Professor
- d) Professor

7.04 Letter of Appointment

7.04.1 The President shall provide each Employee with a letter of appointment, designating the terms and conditions of that appointment, including salary, and shall provide the

7.05.1.1.1 Notwithstanding Article 7.05.1.1, a Limited-Term



## ARTICLE 8 RENEWAL, PROMOTION, AND TENURE

8.01 Committee on Appointments, Promotion, and Tenure (CAPT)

- (c) scholarly work, including research, publications and work of creative or cultural significance;
- (d) other contributions to the university, the professional field (where relevant), the Union, and the community;
- (e) the Parties agree that greater achievement, as measured by the foregoing criteria, may be required for promotion to a higher rank than is required for promotion to a lower rank;
- (f) other criteria shall not include reduction in the size of a Department or discipline.

8.03 Consistency of Recommendations

It is the responsibility of the CAPT to ensure that its recommendations on renewal, promotion, and tenure are made with consistency of reasons among Employees and with consistency of reasons from year to year.

8.03.1 The Parties recognize the standards contained in Appendix C.

8.04 Recommendations and Decisions

8.04.1 Recommendations and decisions on renewal, promotion, and tenure shall be of the following types only:

- (a) Promotion

8.04.3 In the event that standards are improved by the Employer,

- (a) all Employees who were awarded probationary appointments prior to the introduction of the new standards shall have the option to meet the standards that prevailed at the time of appointment or to meet the improved standards on the condition that they be entitled to consideration for an additional deferral of two (2) years of the decision on tenure, over and above the maximum period of deferral provided for in Article 8.04.1(c).
- (b) tenured Employees applying for promotion to the rank of Associate Professor or Professor shall have the option to meet previous standards for a period of four (4) years, or to meet the improved standards.

8.05 Consideration for Tenure

Employees holding probationary appointments at the rank of Assistant Professor or higher rank, other than those on leave of absence without salary, become eligible for tenure after four (4) years of employment as a Full-time faculty member at St. Thomas University. Each such Employee shall automatically be considered for tenure at the beginning of his or her fifth year in the rank of Assistant Professor or higher rank. Employees who feel they have met all of the requirements for tenure may make an application for tenure at the beginning of their fourth year in the rank of Assistant Professor or higher rank. Tenure granted in the fourth year will become effective on July 1 of the following Academic Year.

8.06 Years at Other Universities

Years of full-time employment at other universities at the rank of Assistant Professor or higher rank, at the request of the Employee and with the agreement of the Departmental committee (as established in Article 9.02.3), shall be taken into account in counting the years for eligibility for tenure, provided the Employee has served at least thirty six (36) months at St. Thomas University.

8.07 Periods of Leave

- 8.07.1 Time spent on sabbatical leave shall not, unless otherwise requested by the Employee concerned, count as time in computing eligibility for tenure.
- 8.07.2 Time spent on leave of absence without salary may, at the discretion of the Employer, be counted as contributing towards eligibility for tenure.

8.08 Confidential Personnel File

8.08.1 The Employer shall maintain a Confidential Personnel File on each Employee. The file shall contain only documents relevant to the assessment of the Employee for renewal, leave, promotion, or tenure, and it shall contain all such documents considered by the CAPT or by the Departmental committee established in Article 9.02.3 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 Personnel File following the assessment of the Employee by the committee is the responsibility of the respective Chairs of those committees.



## ARTICLE 9 PROCEDURES FOR RENEWAL, PROMOTION, OR TENURE

### 9.01 Application

An Employee may formally apply for renewal, tenure, or promotion by notifying the Department Chair in writing on or before the appropriate date: for renewal, September 15; for tenure and promotion to Professor, September 30; for promotion to Assistant or Associate Professor, October 31.

### 9.02 Department Recommendation

9.02.1 Decisions taken under this section must be reached by Departmental committees comprised of a minimum of four (4) or five (5) or six (6) members. (An Employee)

- 9.02.7 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 filing a formal grievance (as outlined in Article 15.07.2) has expired, except that in the event a formal grievance is lodged, the material shall be returned after final resolution of the grievance.
- 9.02.8 In the event a Department committee member or his or her relative is being

#### 9.03.5.4 Outside Assessments

- 9.03.5.4.1 In the event an Employee's competence in his or her area(s) of scholarly activity is in question, it shall solicit opinions of specialists in the area(s) of scholarly activity from outside the University;
- 9.03.5.4.2 In the case of making a recommendation for the rank of Professor, assessments are to be obtained from two (2) outside specialists who hold the rank of Professor, or did before retirement, and who are expert in the area(s) of the candidate's scholarly activity. Assessors are to be chosen by the committee with due regard to the area(s) of scholarly activity and theoretical orientation specified by the candidate. One (1) assessor shall be selected from a list composed of three (3) names submitted by the candidate and up to three (3) names submitted by the Departmental committee, compiled and submitted with

- 9.03.5.8 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, including all the evidence considered under Article 9.03.5.4, 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.
  - 9.03.5.9 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.
- 9.03.6 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 at the same time to the applicant, on or before the appropriate date: for renewal, November 15; for tenure, December 15; for promotion, April 30. When a formal hearing is held, these deadlines shall be extended by one month.
- 9.03.6.1 At the request of the President, the CAPT shall meet with the President to discuss its recommendation in any specific case.
  - 9.03.6.2 If the CAPT cannot make a recommendation by the date set forth above or by a new deadline set in accordance with Article 2.06.3, it shall so inform the President on or before the deadline and the President, in



9.03.7.1 The CAPT shall not maintain an independent personnel file; at the conclusion of a formal hearing all documents relevant to the assessment of the Employee for renewal, promotion or tenure (with the exception of materials excluded by Article 8.08) shall be added to the Employee's Confidential Personnel File. The documents so added shall be numbered and listed in a covering letter signed by the Chair of the CAPT which identifies the documents as those used by the CAPT in the matter under deliberation.

9.03.8 It is the responsibility of committee members to declare cases of conflict of interest. Where a member declares a conflict of interest or, where the committee deems a conflict of interest to exist, the committee shall reach a recommendation in the absence of that member.

9.04 Decisions on Renewal, Promotion, or Tenure

9.04.1 The President shall communicate to the Employee, the CAPT, and the Department Chair, the University's decision within thirty (30) days after the receipt of the recommendation of the committee.

9.04.2 The President shall not unreasonably reject a recommendation of the CAPT. In the event the President does reject such a recommendation, he or she shall communicate his or her reasons to the committee and shall meet with the committee to discuss these reasons. Following this meeting, the committee shall make a final recommendation. A decision of the President on renewal following this final recommendation 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 Article 2.04, Article 2.05 or Article 2.06 of this Agreement, whereas a decision of the President on promotion and tenure shall be subject to those arbitration procedures.

9.04.3 If the President's decision on a case of tenure is that it be denied, the Employee shall be granted a one-year Limited-Term Appointment.

9.04.3.1 The Parties agree that the intent of Article 9.04.3 is to terminate the employment of the Employee who is denied tenure on the expiry date of the one-year Limited-Term Appointment granted thereunder. An Employee whose employment is thus terminated is not excluded from applying for a subsequent limited-term or probationary appointment. Such applications and appointments are subject to all relevant clauses of Articles 5 and 6 of this Agreement.

9.04.4 If the President's decision on a case of tenure is that it be deferred, an extension of the existing probationary appointment shall, if necessary, be granted to the Employee.

## ARTICLE 10 LEAVE OF ABSENCE

The Employer and the Union recognize the importance of planning for staffing requirements and providing continuity for students. Accordingly, the Employer may reasonably expect the Employee to schedule the leave or some portion of the leave so as to minimize the impact of leave on the Teaching Year.

### 10.01 Short-term Sick Leave

10.01.1 Short-term sick leave is intended to provide income protection for illnesses or injuries that render Employees unable to carry out their responsibilities to the

- 10.01.5.3 The Employee shall provide medical evidence upon request verifying the illness and anticipated return to work date. The Employee shall keep the Employer informed of the latest medical opinion as to the likely duration of any extended or frequent illness.
- 10.01.5.4 In cases of extended or frequent uses of sick leave the Employer may require a second medical opinion from a legally qualified medical practitioner approved by both the Employee and the Employer regarding the Employee's condition in addition to the medical evidence provided by the Employee. The University shall reimburse the Employee for any fees and charges paid in obtaining the second opinion.
- 10.01.5.5 Prior to a return to work, the Employee on sick leave will provide the Employer with appropriate medical evidence from a legally qualified

10.02.3 An established position held by an Employee on disability leave for a period of two (2) years is deemed to be vacated if the Employee has not provided good proposals for return to work within a reasonable period of time. In such instances, salary will continue under the provisions of the Long Term Disability Insurance Program.

10.02.4 The provisions of the long-term insurance contract specific to a continuous period of disability shall apply.

### 10.03 Compassionate Leave

It is recognized that certain emergencies may arise in any Employee's personal or family life which may require absence from the University for a limited period of time. Before departure, the Employee shall notify the Vice-President Academic who may authorize leave for an appropriate period. Such leave shall not be withheld unreasonably or in a discriminatory manner. The Employee shall, in cooperation with the Department Chair, make substitute arrangements for teaching and other responsibilities during the absence.

### 10.04 Sabbatical Leave

10.04.1 The Employer recognizes the importance and benefit of sabbatical leave to

10.04.2 Sabbatical leave is not automatically granted to every eligible Employee. The Employee shall make application in writing to the Department Chair and the Vice-President Academic no later than thirteen (13) months (i.e., May 31) preceding the

10.04.4 Credit Toward Sabbatical Leave

10.04.4.1 Each year of full-time service not on leave shall count as one credit toward sabbatical leave. Each half year of full-time service not on leave shall count as one-half credit toward sabbatical leave.

10.04.4.2 Each period of leave shall count as credit toward sabbatical leave in accordance with Articles 10.01 and 10.07, or if approved by the Employer pursuant to Article 10.05.

10.04.5 Sabbatical Remuneration

10.04.5.1 Normal sabbatical remuneration shall be equal to 85% of the Employee's normal salary. An Employee with six or more sabbatical leave credits may apply for a six-month sabbatical leave with remuneration equal to 100% of the Employee's normal salary. An Employee with 11 or more sabbatical leave credits may apply for a one year sabbatical with remuneration equal to 100% of the Employee's normal salary. An Employee taking his or her first sabbatical shall receive remuneration equal to 100% of the Employee's normal salary.

- 10.04.5.2 Those on sabbatical leave shall, subject to federal regulations, be entitled to receive a portion of their sabbatical salary in the form of a research grant provided that they can demonstrate to the senate research committee that such funds are required for the research to be carried out. The tax status of expenditures under the research grant is the sole responsibility of the Employee.
- 10.04.5.3 An Employee on sabbatical leave shall continue to receive all benefits and shall have his or her salary for the period subsequent to leave computed as though he or she had not had leave.
- 10.04.5.4 Twelve-month sabbatical leave shall extend for a period of one (1) academic year; six-month sabbatical leave shall extend for a period of one half year, either from July 1 to December 31, or from January 1 to June 30, inclusive. By agreement between the sabbaticant, the Department and the President the dates on which twelve-month







10.07.1.1 The Employee's salary will be maintained at 95% of her regular weekly earnings for the period of her leave. This will be done through an Employment Insurance (EI) SUB Plan. This plan allows the Employer to make up the difference between the EI maternity leave benefits up to 95% of the Employee's regular weekly earnings. The Employee is required to apply for the EI maternity leave benefit and must be eligible for the benefit for the plan to apply. Contributions to the pension and benefit plan shall continue on the part of the Employee and the university on the basis of 100% of salary. In any week, the total amount of SUB employment insurance gross benefits and other earnings received by the Employee will not

10.07.2.1 The Employee's salary will be maintained at 95% of regular weekly earnings for fourteen (14) weeks of parental leave in accordance with the terms of the EI SUB Plan. This plan allows the Employer to make up the difference between the EI parental leave benefits and 95% of the Employee's regular weekly earnings. The Employee is required to apply for the EI parental leave benefit and must be eligible for the benefit for the plan to apply. Contributions to the pension and benefit plan shall continue on the part of the Employee and the University on the basis of 100% of salary. In any week for which SUB is payable, the total amount of SUB employment insurance gross benefits and other earnings received by the Employee will not exceed 95% of the Employee's normal weekly earnings. The Employee will be asked to submit his or her benefit stub to verify receipt of EI benefits and other earnings. The rates of remuneration referred to in this Article are based on current EI program. Any reductions in EI benefits during the life of this Agreement will result in the above rates of remuneration being reduced by a percentage equal to 50% of the percentage reduction in EI benefits.

10.07.3 Adoption Leave

10.07.3.1 Upon request by an Employee, the University shall grant adoption leave for a period of up to seventeen (17) weeks (including time taken as parental leave) at the time of placement of one or more children for the purposes of adoption pursuant to the laws governing adoption for the Province of New Brunswick.

10.07.3.2 It is recognized that there may be very little notice provided by the agency. However, it is expected that the Employee will provide as much notice to the Vice-President Academic as is possible as to the length of the leave and the date that the leave will begin.

10.07.3.3 The Employee's salary will be maintained at 95% of regular weekly earnings for the period of the leave. For the parental leave portion of such leave to which the Employment Insurance Parental Benefit applies, this will be done through the EI SUB Plan. This plan allows the Employer to make up the difference between the EI parental benefit and 95% of the Employee's regular weekly earnings. The Employee is required to apply for the EI P -3.8(p)1.7(l.wu-6.6(e)tot) n



## ARTICLE 12 RETIREMENT

- 12.01 The term of appointment of an Employee expires at the end of the Academic Year in which that Employee reaches the age of sixty-five (65) at which point, the Employee is deemed to be retired. The Employer shall notify such an Employee by October 1 of his or her status with respect to the expiration of his or her appointment and the options available for continuing appointment.
- 12.01.1 The Employer agrees to provide for benefits, including contributions to health and benefit plans, with the exception of those benefits that may not be available because of age or pension-contribution restrictions imposed by the carriers of the benefit plans, to former Employees who have retired, provided the individual makes payment for the benefits. The Employer shall inform the retired Employee of the payments required.
- 12.02 The Employer agrees to provide for retired Employees such office space, use of library and athletic facilities, secretarial services and

12.03.1.3 The Employer agrees to provide for benefits, including contributions to health plans, with the exception of those benefits that may not be available because of age restrictions imposed by the carriers of the benefit plans, to Employees appointed under Article 12.03.

12.03.2 Part-time Appointment

An Employee who reaches the age of sixty-five (65) may apply for a part-time appointment, which is an appointment at the Employee's rank under the terms of the Agreement between St. Thomas University and the Faculty Association of the University of St. Thomas, Part-time Bargaining Unit.

12.04 Procedure of Appointments

With respect to Article 12.03 above, applications for continuing appointments shall be made in accordance with the following procedure: an Employee makes application by November 1 to his or her Department, the Department makes a recommendation by November 15 to the President and the President makes a decision on the appointment by December 15. If the President has reservations about the Departmental recommendation, he or she may refer the matter to the CAPT for its recommendation. The President shall not unreasonably reject the recommendation of the Department. The decision of the President shall not be subject to the arbitration procedures set out in this Agreement unless the grievance to be submitted to arbitration is based on alleged violation of Article 2.04, 2.05, or 2.06 of this Agreement.

12.05 Retirement Counselling

The Employer agrees to provide retirement counselling services to advise Employees on retirement planning. The counselling service engaged for this purpose shall be chosen jointly by the Employer and the Union. The service may provide seminars and personal counselling on financial planning and other aspects of retirement.

12.06 Early Retirement

12.06.1 The Employee or Employer may initiate discussions with the other regarding an early retirement compensation package. The Union shall have the right to participate in all such discussions. Any such compensation package must be agreed to by the Employer, the Employee and the Union. The Employer and the Union agree to maintain consistency and fairness in decisions on early retirement.

12.06.2 Health, life, and AD&D insurance benefits will be maintained for Employees opting for early retirement on the same terms as for Full-time Employees until the normal retirement date. Individuals may opt out of these plans.

## ARTICLE 13 DISCIPLINE

13.01 Disciplinary action shall be taken only for just and sufficient cause. Only the President and the Vice-President Academic may take disciplinary action with respect to an Employee. Penalties shall be just and appropriate for the offence, and based on the principle of progressive discipline.

### 13.02 Discipline Procedures

The discipline procedure may be initiated only within twenty (20) working days of the date the President or Vice-President Academic knew, or ought reasonably to have known, of the occurrence of the matter giving rise to discipline. The Employer shall have the right to request, in writing to the Union, an extension of ten (10) working days. The Union shall not unreasonably reject the Employer's request.

13.02.1 The President or the Vice-President Academic shall initiate the procedure by notifying the Employee in writing with a copy to the Union to meet to discuss the matter. The letter shall provide to the Employee the facts upon which the Employer will rely in any possible subsequent disciplinary action. The President or Vice-President Academic and the Employee may each have an advisor present, and the Union shall send a representative. An attempt shall be made at the meeting to resolve the matter in a manner satisfactory to all concerned.

13.02.2 If no satisfactory solution is reached at the meeting provided for in Article 13.02.1, within ten (10) working days the President or the Vice-President Academic shall notify the Employee and the Union in writing of the disciplinary action taken and the reasons for that action. In the case of suspension with pay or suspension without pay the letter shall specify the starting date of the suspension and the length of the suspension.

13.02.3 The only disciplinary measures that may be imposed are:

- a) a letter of warning
- b) a letter of reprimand
- c) suspension with pay
- d) suspension without pay
- e) dismissal for cause

13.02.4 Suspension is an action by the Employer to relieve an Employee of all University duties for cause without his or her consent. Only the President of the University may suspend or dismiss an Employee.

13.02.5 Dismissal is an action by the Employer to terminate an appointment without the consent of the Employee, before the end of the appointment period, and shall be only for just and sufficient cause. Termination of a probationary or limited-term appointment by the Employer during the course of its term constitutes dismissal. Termination of a tenured appointment by the Employer at any time other than normal retirement constitutes dismissal.

- 13.02.5.1 If the Employee's whereabouts are unknown to the Employer and the Union, the meeting described in Article 13.02.1 above shall be dispensed with and the President may immediately give notice of dismissal by registered mail addressed to the Employee at his or her last known address. A copy of the notice of dismissal will be sent to the Union.
- 13.02.5.2 If the Employee wishes to contest his or her dismissal, he or she shall, within thirty (30) calendar days of receiving written notice of dismissal (or, in the case of the Employee being notified by registered mail as provided for in Article 13.02.5.1, within thirty (30) calendar days of the registered receipt of the dismissal notice), give the Employer and the Union notice in writing that he or she requests that the dismissal be submitted to arbitration. The Union may initiate arbitration procedures in accordance with Article 15.
- 13.02.5.3 The Employer shall not introduce into evidence at arbitration any notices of discipline of which the Employee was not aware. Any evidence introduced at an arbitration relating to discipline shall be confined to that which is relevant to the grounds of the notice of discipline referred to in this Article.
- 13.02.5.4 The Union has the option of choosing expedited arbitration or regular arbitration. In the event of expedited arbitration, the Employee shall continue to receive his or her salary and other benefits up to a maximum of six (6) months or until the arbitrator renders a decision, 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 or until the arbitrator renders a decision, 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.

13.03 If disciplinary procedures are in progress at the same time as an Employee is being considered for dismissal, the Employer shall not introduce into evidence at arbitration any notices of discipline of which the Employee was not aware. Any evidence introduced at an arbitration relating to discipline shall be confined to that which is relevant to the grounds of the notice of discipline referred to in this Article.

13.04 If an Employee is suspended from the performance of some or all of his or her duties, the Employer shall continue to pay the Employee his or her salary and other benefits up to a maximum of six (6) months or until the arbitrator renders a decision, whichever comes first.

13.05 If an Employee is suspended from the performance of some or all of his or her duties, the Employer shall continue to pay the Employee his or her salary and other benefits up to a maximum of six (6) months or until the arbitrator renders a decision, whichever comes first.



13.06 Harassment

## ARTICLE 14 FINANCIAL EXIGENCY

14.01 The termination of the employment of any Employee because of financial exigency shall only

- 14.05 It is the responsibility of the Senate to recommend the general areas, by discipline, in which reductions are to be made.
- 14.05.1 Within twenty (20) working days of receiving the commission's report, the Senate shall make its recommendations to the President. If the President does not accept all the recommendations of the senate he or she shall, within twenty (20) working days of receiving them, convoke a meeting of the Senate to discuss his or her reasons for rejecting or modifying them. Within thirty (30) working days of this meeting the President shall communicate his or her final decisions to the Departments with a statement of all the reasons of which the decisions are based.
- 14.05.2 The decision of the President shall not be subject to arbitration procedures as set out in Article 15 of this Agreement unless the grievance to be submitted to arbitration is based on an alleged violation of Article 2.04, Article 2.05 or Article 2.06. Other grievances against a decision made by the President pursuant to Article 14.05.1 shall, if unresolved, be subject, *mutatis mutandis*, to all the procedures of Article 15, with the exception that the arbitration board shall be composed of a member of the Board of Governors chosen by the Board of Governors, a member of the Union chosen by the Union and the Chair of the Board of Governors.
- 14.06 The termination of the appointments of individual faculty members, made necessary by a reduction in academic staff, shall be determined under the following procedures:
- 14.06.1 all Departments requested to reduce staff shall consider all their faculty members;
- 14.06.2 termination of academic appointments shall be in the following order of preference:
- 14.06.2.1 voluntary resignations shall be accepted first;
- 14.06.2.2 leave of absence without pay shall be offered to faculty members who wish to accept it;
- 14.06.2.3 faculty members holding appointments of limited term shall not be reappointed;
- 14.06.2.4 faculty members eligible for early retirement under Article 12.06 shall be offered the opportunity to retire in accordance with the terms of Article 14.08.2.
- 14.06.2.5 faculty members holding probationary or tenured appointments shall have their appointments terminated (tenure shall become a consideration in determining staff reductions only when all other factors are of equal weight).
- 14.06.3 Faculty members whose appointments are subject to termination shall be evaluated according to the criteria in Article 8.02, and shall be entitled to the same procedures *mutatis mutandis* as a faculty member applying for a renewal of a probationary appointment under Article 9.

14.07 After the selection of faculty members whose probationary or tenured appointments are to be terminated and prior to their termination the Employer shall make every reasonable effort to secure other positions in the university, including administrative positions, for any such faculty members who are Employees qualified for those positions. Those who accept such employment shall, in the first year of that employment, be paid a salary not less than the floor for the salaries of Assistant Professors.



#### 15.04 Time Limits

##### 15.04.1

- (a) A member or members shall inform the Union of a potential grievance within and not later than fifteen (15) working days of the event giving rise to the potential grievance, or within fifteen (15) working days of the date when this event could have first been known to have occurred.
- (b) The Union shall file a grievance according to procedures outlined in 15.07 within thirty (30) working days after notification of the event.
- (c) The Employer shall file a grievance according to procedures outlined in 15.07 within thirty (30) working days after first becoming aware of the occurrence of the incident giving rise to the grievance.
- (d) Should the incident giving rise to the grievance or the date a Party became aware of the events giving rise to the grievance, whichever is later, occur between June 1 and August 31, the Party shall have forty five (45) working days from the start of the next teaching year in which to initiate the grievance.

15.04.2 Where no action is taken on a grievance within the time limits specified in this Article, the grievance shall be deemed to have been withdrawn or settled as the case may be.

15.04.3 In the event a Party fails to reply in writing within the time limits prescribed in this Article, the other Party may submit the matter to the next step as if a negative reply or denial had been received on the last day for the forwarding of such reply.

15.04.4 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.

#### 15.05 Technical Irregularities

15.05.1 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.

#### 15.06 Termination of Employment or Denial of Tenure

15.06.1 In cases involving dismissal, failure to renew a probationary contract, or denial of tenure or promotion, the Union shall have the right to take a dispute directly to arbitration. Should the Union wish to exercise this right, it shall so inform the

- 15.06.2 In all cases involving dismissal, failure to renew a probationary contract, 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.

#### 15.07 Grievance Procedures

- (a) A grievance shall be in writing and signed by the Grievor and shall specify the matter in dispute, the article(s) alleged to have been violated, and the remedy sought.
- (b) No later than ten (10) working days following the receipt of the grievance, the Vice-President Academic shall meet with the Union representative and, as appropriate, the Employee(s) for whom the grievance is being carried. The Parties shall make every reasonable attempt to resolve the grievance.
- (c) If the grievance is resolved at this stage, such settlement shall be reduced to writing and countersigned by the Union representative and the Vice-President Academic within ten (10) working days of the meeting at which the settlement was reached.
- (d) In the event the Union representative and the Vice-President Academic cannot resolve the grievance within ten (10) working days of the meeting(s) specified in (b), the Vice-President Academic or the Union representative, as appropriate, shall inform the other Party in writing of its decision to deny the grievance, together with reasons.
- (e) If the grievance is not resolved at the meeting(s) held under (b), none of the settlement discussion can be brought forward as evidence in any subsequent arbitration.

#### 15.08 Arbitration Procedures

##### 15.08.1 Notification of Arbitration

The Union or the Employer may, within fifteen (15) working days of receiving the response specified in 15.07(d), give written notice of its intention to submit the matter in dispute to an arbitrator for final and binding arbitration, except in those instances where arbitration is ruled out by this Agreement.

#### 15.08.2 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 15.08.1, the arbitrator shall, upon request of either Party, be appointed by the Minister responsible for Labour in 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.

#### 15.08.3 Appointing an Arbitration Board

(a) The arbitration board shall be composed of three (3) persons: a nominee of the Union and a nominee of the Employer and a Chair to be chosen jointly by the two (2) 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 (2) 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 (2) appointees of the Parties fail to agree upon a Chair within five (5) days of the appointment of the second of them, the Minister responsible for Labour in 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.

#### 15.08.4 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



15.08.5 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.

15.08.6 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

## ARTICLE 16 DEPARTMENT CHAIRS

- 16.01 The selection and review of Department Chairs shall be governed, except as otherwise provided in this Agreement, in accordance with the University's statement on "Policy for the Selection and Review of Chairs" as approved by the Board of Governors (Appendix G).
- 16.02 When a new Department is established by the University, the University shall appoint its first Chair who shall hold office for a period of two (2) Academic Years, subject to the provisions of the policy contained in Appendix G.

16.03 The Department Chair:

- a) shall provide leadership consistent with the principle of *primus inter pares* to ensure the effective operation and development of the academic Department;
- b) shall convene and chair regular meetings with the Department on matters of importance to the Department or the University;
- c) shall advise the Vice-President Academic on matters pertaining to the academic Department or Subject Area including the teaching assignments of faculty, and the management of course enrolments within the academic Department consistent with Articles 17.01 and 17.03;
- d) shall represent the academic Department on Senate, University committees and at various University events such as convocation where they are invited to represent their Departments and keep the Department informed of developments;
- e) shall submit budget proposals and administer approved budgets for the Department;
- f) shall coordinate the programs of the Department;
- g) shall advise students on academic matters and deal with student concerns;
- h) may request teaching assistants to assist individual faculty members in specific courses in their departments; (Departments may include in their budget submissions provision for teaching assistants. The University, through the budget process, shall ensure an equitable allocation of funds for teaching assistants among departments.)
- i) shall carry3TD0 Tp-4.5(t).5v3Ae.)(v)-.7( TD-.00.6e)1.9( rd)-3.7TD0 Tp-4i-4.3(ensas cr-6.3(e)1.39q)-3.7TD0 T

## ARTICLE 17 WORKING CONDITIONS

### 17.01 Assignment of Teaching

- 17.01.1 It is expected that each Department shall ordinarily assign those courses within the Department which its members are to teach. In so doing, the Department is responsible for ensuring that there is a reasonable balance between small and large classes and that there is an equitable distribution of workload among members of the Department taking into account independent study courses, Honours thesis supervision, the varying demands of alternative teaching and evaluation methodologies. Whenever possible, there shall be prior consultation with Employees on the assignment of teaching duties.
- 17.01.2 In recognition of the need for new faculty to develop scholarly research programmes, which may include scholarship on teaching, Departments should, whenever possible, limit the number of new courses assigned to faculty who have taught at St. Thomas fewer than four (4) years.
- 17.01.3 Authority to make assignments rests with the Vice-President Academic, who may in exceptional circumstances and following consultation with the Chair of the Department concerned, assign to Employees those courses they are to teach.
- 17.01.4 The University may adopt policies for minimum class size, and advise students and Employees that courses with enrolments below specified levels may not be offered. Where enrolment in a course is below specified levels, the Department Chair shall consult with the Vice-President Academic. In these circumstances, the Department Chair shall make a recommendation based on academic program requirements to the Vice-President Academic on whether or not courses should be cancelled and any related reassignment of teaching duties. Authority to make reassignments rests with the Vice-President Academic, who may in exceptional circumstances and following consultation with the Chair of the Department concerned, reassign to Employees those courses they are to teach.
- 17.01.5 The time and place for each course are determined by the appropriate University authority. Reasonable requests by Employees for scheduling shall be accommodated where possible.
- 17.01.6 Where possible, and upon request by an Employee, the scheduling of courses shall permit an Employee to have one (1) day per week for research during which he or she is not expected to teach scheduled classes.

17.02 Standard Teaching Load

17.02.1 The standard teaching load for tenured and tenure-track Employees is defined as six (6) three-credit courses or equivalent in the Teaching Year. Effective July 1, 2009, the standard teaching load for tenured and tenure-track Employees is defined as five (5) three-credit courses or equivalent in the Teaching Year. No Employee shall be obliged to teach more than the standard teaching load. Any Employee may voluntarily apply to the Vice-President Academic to undertake teaching in excess of the standard teaching load in the Teaching Year and shall be compensated in accordance with Article 18.03, except where the applicant waives his or her right to compensation.

17.02.1.1 The teaching load for each full time Employee, appointed effective July 1, 2009 and thereafter, in the first year of a probationary appointment shall be twelve (12) credit hours.

17.02.2 Employees who take a six (6) month sabbatical shall alternate their teaching load during the semester that does not fall within the sabbatical leave period, with nine (9) credit hours for the first sabbatical and six (6) credit hours for the subsequent sabbatical.

17.02.3 TRANSITION: Courses must be offered in such a way to enable students to have access to a reasonable range of courses and to progress through their programs in a timely manner.

17.02.4 Each Employee shall seek prior approval from the Vice President Academic, in accordance with the policy on class cancellation, for any planned absence from campus that entails missing a scheduled meeting of a class.

17.02.5 Variation in Standard Teaching Load

17.02.5.1 Upon voluntary application by an Employee, the Employer may, after consultation with the Department Chair, authorize a variation in the number of courses taught in a particular period in order that the standard teaching load may be realized over a longer period.

17.02.5.2 Allowing for alternative work arrangements including the consideration of service other than teaching as equivalent to part or all of the standard teaching load or considering the teaching of

- 17.02.5.4 Employees who under Article 17.02.5.2 of the Agreement substitute service for teaching, or teaching for service shall have that substitution duly recognized in any application for promotion and tenure. Service and teaching minima in the Statement of Standards shall be adjusted for such Employees and recognized by the CAPT in applying the standards.
- 17.02.5.5 The rejection of any Employee's application for a variation in the standard teaching load is not subject to grievance except under Articles 2.05 and 2.06.
- 17.02.5.6 The Union will be informed of all approved applications for variation in the standard teaching load.
- 17.02.5.7 In accordance with Article 17.02.5.2 above, subject to the approval of the Vice-President Academic and the Department involved, respecting the University's program and curriculum needs, Department Chairs are entitled to a reduction of one (1) three-credit course and/or a stipend (as described in Article 18.03.4). Requests for a variation in teaching load under this Article shall normally be submitted to the Vice-President Academic prior to the publication of the initial timetable for the Academic Year.
- 17.02.5.8 In accordance with Article 17.02.5.2, the Union as a whole is entitled to a reduction of two (2) three-credit courses.
- 17.02.5.9 In accordance with Article 17.02.5.2 above, subject to the approval of the Vice-President Academic, the Union and the Department involved, respecting the University's program and curriculum needs, the Employer may authorize (i) one (1) additional three-credit course reduction for the Union as a whole, or (ii) the purchase of course release time by the Union.

17.03 Class Size

- 17.03.1 The Parties recognize that small class sizes are central to the educational mission of St. Thomas University.
- 17.03.2 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.
- 17.03.3 No Employee shall be required to teach more than one hundred and forty (140) students per semester in the standard teaching load. The goal for the minimum standard teaching load shall be sixty (60) students. The standard teaching load is defined in Article 17.02.1. If an Employee is requested by the Department Chair to exceed the maximum number of students in a semester, the Chair will reduce the Employee's teaching load in the following teaching semester by the same number of students.

17.03.4 The Vice-President Academic shall provide annually a report to Senate on average class sizes, by Department and programme. The Employer will provide an annual report to the Union on the average class size together with the course registrations for each Employee. Social Work and Education course registrations will not be included in the calculation of average class size.

17.04 Teaching Load Reductions for Scholarly Endeavours

17.04.1 Effective July 1, 2009, and thereafter, the University agrees to provide a three (3) credit hour course release, to those Employees who have received a research grant from an adjudicated granting council of \$10,000 or more in the last year. Employees who receive a release under this Article shall submit a report to the Senate Research Committee on the research activity that was facilitated by the release within twelve (12) months of having taken the release.

17.04.2 Employees who have a teaching load reduction shall not be eligible to teach overload during the Teaching Year.

17.04.3 Subject to the approval of the Chair of the Department and the Dean, additional teaching load reductions may be granted, exceptionally and on a case by case basis, in order to allow an Employee to devote additional time to scholarly endeavours in research, pedagogy or creativity.

17.04.4 TRANSITION:

- 17.04.4.4 All other Employees shall be eligible to apply for up to a maximum of two (2) three credit hour course releases per Academic Year. Such teaching load reductions may be requested in order to allow an Employee to devote additional time to scholarly endeavours. Consideration for the second release will only take place after all applicants have been considered for one (1) course release.
- 17.04.4.5 Applications for course release under 17.04.4.4 shall be submitted in writing to the Department Chair no later than October 15. (*Applications for course release for all courses remaining in the pool for the 2008-2009 Academic Year shall be submitted no later than February 21, 2008.*)
- 17.04.4.6 The application for course release under Article 17.04.4.4 shall be accompanied by a recommendation from the Employee's Department. The recommendation shall take into account only the teaching requirements of the Department. Applications shall be submitted by the Department Chair to the Chair of the Senate Research Committee no later than November 1. (*Applications for course release for all courses remaining in the pool for the 2008-2009 Academic Year shall be submitted no later than March 15, 2008.*)
- 17.04.4.7 The Vice-President Academic, in consultation with the Senate Research Committee, shall develop the criteria for adjudicating requests for course release.
- 17.04.4.8 The Senate Research Committee shall make its recommendations to the Vice-President Academic no later than December 15. (*Recommendations for course release for all courses remaining in the pool for the 2008-2009 Academic Year shall be submitted to the Vice-President Academic no later than April 1, 2008.*)
- 17.04.4.9 The Vice-President Academic shall consider recommendations from the Senate Research Committee for course release under Article 17.04.4.4 and notify the applicants in writing no later than January 31. (*Recommendations for course release for all courses remaining in the pool for the 2008-2009 Academic Year shall be submitted to the Vice-President Academic no later than May 1, 2008.*) Approval of course release as defined in Article 17.04.4.4 shall not be unreasonably withheld. In those cases where the application is denied, the Vice-President Academic shall provide written reasons to the Employee. A denial of an application by the Vice-President Academic under Article 17.04.4.4 shall not be subject to the grievance and arbitration procedures established in this Agreement.
- 17.04.4.10 Should the pool of forty (40) course releases not be fully awarded in any one year, the un-awarded course releases shall be carried forward and awarded in the subsequent year, once that current year's pool has been expended. Un-awarded course releases from the previous year shall not be carried forward a second time.

17.04.4.11



17.06.2 When a course in the extension program is being planned, but in any case before a person to teach the course is hired, the Employer shall notify Department Chairs that such a course is contemplated. Department Chairs shall then forward this information to the members of their Departments.

17.07 Office and Equipment

All Employees will be provided with an office, except when on leave, and a standard model computer as adopted by computing services. Requests for new computers should be submitted to the Office of the Vice-President Academic. The University will replace computers every four (4) years. The standard model will be determined by the University and any upgrades may be purchased through the Employee's professional development allowance.

17.08 Vacation and Holidays

17.08.1 Each Full-time Employee is entitled to a one-month annual vacation period [twenty-two (22) working days]. (For Employees hired prior to June 30, 1999, please see the Memorandum of Understanding on Vacation Period in this Agreement.) Vacation shall be taken at a time mutually agreed by the Employee and the Employer and will not include any working days of the Teaching Year, unless an agreement to the contrary is made with the Vice-President Academic. Vacation may be taken in one or more intervals. An Employee shall inform the Vice-President Academic and the Department Chair of the dates of his or her vacation. It is the Employee's responsibility to ensure that this vacation entitlement is taken each year. No additional remuneration will be paid in respect of vacation that is not used.

17.08.2 In addition, Employees shall be paid for the following holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, New Brunswick Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Eve, Christmas Day, Boxing Day and New Year's Eve.

## ARTICLE 18 SALARIES AND ALLOWANCES OF EMPLOYEES

### 18.01 Salary Scales

Salary Scales for the duration of this Agreement are contained in Appendix B.

18.01.1 Effective July 1 2007, the floors and ceilings for annual salaries according to rank shall be:

	<u>Floor</u>	<u>Ceiling</u>
Lecturer	48,997	66,559
Assistant Professor	57,397	80,350
Associate Professor	71,746	102,197
Professor	91,835	124,593

18.01.2 Effective July 1 2008, the floors and ceilings for annual salaries according to rank shall be:

	<u>Floor</u>	<u>Ceiling</u>
Lecturer	50,467	68,556
Assistant Professor	59,119	82,761
Associate Professor	73,898	105,262
Professor	94,590	131,214

18.01.3 Effective July 1 2009, the floors and ceilings for annual salaries according to rank shall be:

	<u>Floor</u>	<u>Ceiling</u>
Lecturer	51,981	70,613
Assistant Professor	60,892	85,243
Associate Professor	76,115	108,420
Professor	97,427	135,150

18.01.4 Notwithstanding the provisions made in Article 18.02, no Employee in any rank shall receive a normal salary less than the floor, or greater than the ceiling, for that rank, except as provided in Articles 10, 12, and 7.05.

18.01.5 Each Employee shall have his or her annual salary distributed over the twelve-month year; payment shall be made in instalments on a bi-weekly basis. An



18.02.5 Special Merit Increment

- 18.02.5.1 The Employer shall set aside a sum of \$3,000 for merit awards which shall be made annually on the basis of merit to at least one (1) person, but not more than two (2), as a lump sum which shall not become part of regular salary, unless the Special Merit Awards Committee recommends to the Vice-President Academic that no nominees are deserving of a merit award, in which case no merit award need be given in that year. The disposition of these awards shall be decided by the Vice-President Academic as set out in the "Special Merit Awards" document issued by the Vice-President Academic on January 26, 1994.
- 18.02.5.2 Furthermore, nothing in this Agreement shall preclude the University from granting to any Employee demonstrating special merit a permanent salary adjustment or a lump-sum bonus payment. A permanent salary adjustment shall be included in the Employee's salary in subsequent years; a lump-sum payment shall not be included as part of salary and shall not affect salary in subsequent years. A permanent salary adjustment shall be used to reward improvement in an Employee's qualifications and bonuses shall be used in other cases.
- 18.02.5.3 All merit awards shall be announced publicly to the University community.
- 18.02.6 Notwithstanding the other provisions of Article 18.02, an Employee, after two (2) years of consecutive service at the University, may ask that his or her salary be

18.03.4 Department Chair's Stipend

18.03.4.1 The Chair of a Department who does not receive a reduction in course load pursuant to Article 17.02.3.7 shall be paid (i) a stipend of \$4,000 if the Full-time equivalent faculty positions in the Department is four (4) or less; (ii) a stipend of \$6,000 if the number of Full-time equivalent faculty positions in the Department is greater than four (4) but less than nine (9); or (iii) a stipend of \$7,000 if the Full-time equivalent positions in the Department is nine (9) or more. In addition, the Chair of the Education Department and the Chair of the Social Work Department shall receive \$1,000 in recognition of additional duties in the professional programmes.

18.03.4.2 The Chair of a Department who does receive a reduction in course load pursuant to Article 17.02.5.7 shall be paid (i) a stipend of \$3,000 if the number of Full-time equivalent faculty positions in the Department is greater than four (4) but less than nine (9); or (ii) a stipend of \$3,500 if the Full-time equivalent positions in the Department is nine (9) or more.

18.04 Tuition Fee Reduction

Spouses and dependent children of current and retired Employees shall be entitled to a 50% reduction in tuition fees for courses taken at St. Thomas University. This benefit shall be available to dependent children up to and including the Academic Year in which the dependent's 26<sup>th</sup> birthday occurs, or to infirm dependents (as defined by Canada Revenue Agency). The benefit shall continue following the Employee's death.

18.05 Moving Expenses

18.05.1 Upon submission of original receipts and a statement of mileage expenses, if any, Employees shall be reimbursed up to, but not exceeding, an amount equivalent to 10% of the salary floor for Assistant Professor established in Article 18.01 for the cost of relocating. Employees hired for successive Limited-Term Appointments shall not, for the present purpose, be considered newly appointed.

18.05.2 Employees terminating a first appointment before the expiry of such an appointment may be required to repay to the University on a pro-rata basis any moving expenses paid to them.

## ARTICLE 19 EMPLOYEE BENEFIT PLANS

19.01 The Pension Plan for Employees of St. Thomas University shall continue in effect during the period of this Agreement. Any changes to the pension plan affecting contributions and



## **ARTICLE 21     ANNUAL REPORT AND REVIEW**

21.01     The University and the Union agree that an annual report and review are valuable means of advancing the University's educational goals and of supporting professional development. To



## ARTICLE 22 TERM OF AGREEMENT

### 22.01 Duration

This Agreement shall enter into force on July 1, 2007, after signature by the President of the University and the President of the Union shall remain in force until and including June 30, 2010. The Agreement shall continue from year to year after June 30, 2010 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 thirtieth day of June in any year that it desires renegotiation of the Agreement.

22.01.1 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.

### 22.02 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.

SIGNED AT FREDERICTON, NEW BRUNSWICK

THIS 11 DAY OF

SEPTEMBER 1988

DEPARTMENT OF INDUSTRY

DEPARTMENT OF AGRICULTURE

OFFICE

DEPARTMENT OF AGRICULTURE

*[Handwritten signatures and names]*

Chairman, Negotiations Committee

MEMBER

*[Handwritten signatures and names]*

## APPENDIX A ESTABLISHED POSITIONS

Established Positions as of December 4, 2007

Department	July 1, 2007
Anthropology	4.0
Criminology	9.0
Economics	3.0
Education	6.0
English	11.0
Fine Arts	2.0
Gerontology	3.0
GRID	1.0
History	9.0
Human Rights	1.0
Journalism	2.0
Math & STS	2.0
Native Studies	2.0
Philosophy	5.0
Political Science	4.0
Psychology	13.0
Religious Studies	4.0
Romance Languages	8.0
Social Work	8.0
Sociology	9.0

1		\$51,867				
2		\$54,737				
3		\$57,607	\$57,397			
4		\$60,477	\$60,267			
					\$71,446	
					\$74,816	
					\$77,886	
					\$80,855	



## APPENDIX D 2009-2010 SALARY GRIDS

y-value	Lecturer	Assistant Professor	Associate Professor	Professor
0	\$51,981			
1	\$55,026			
2	\$58,070			
3	\$61,115	\$60,892		
4	\$64,160	\$63,937		
5	\$67,204	\$66,981		
6	\$70,249	\$70,026		
	\$70,613			
7		\$73,071		
8		\$76,115	\$76,115	
9		\$79,160	\$79,160	
10		\$82,204	\$82,204	
		\$85,243		
11			\$85,249	
12			\$88,294	
13			\$91,338	
14			\$94,383	
15			\$97,427	\$97,427
16			\$100,472	\$100,472
17			\$103,517	\$103,517
18			\$106,561	\$106,561
			\$108,420	
19				\$109,606
20				\$112,651
21				\$115,695
22				\$118,740
23				\$121,784
24				\$124,829
25				\$127,874
26				\$130,918
27				\$133,963
				\$135,150

The y-value assigned at initial appointment shall be based on three factors:

## APPENDIX E STATEMENT OF STANDARDS

For Promotion to or Appointment at the Rank of Professor  
(Effective: July 1, 1997)

### 1. Academic Credentials

The candidate must hold a recognized Ph.D. or academic credential equivalent to the Ph.D. as determined by the CAPT; or publicly available scholarly work judged by the CAPT, on the recommendation of the external assessors, to be of quality equivalent to doctoral research. Work submitted as equivalent to the Ph.D. may not be counted separately as evidence of continuing scholarship under other sections of this document except to the extent that it exceeds the work normally expected of a doctorate.

### 2. Length of Service

The candidate must have at least ten years Full-time University faculty membership, or at least five years in the rank of Associate Professor, completed by the date of promotion.

### 3. Categories of Achievement

The successful candidate must establish an area of excellence in either the teaching or scholarly and research activity categories, while meeting the minima in the other two categories, or establish a broad level of competence by meeting the stated criteria for broad competence in all three categories.

All the judgements called for in this section are to be made by the CAPT on the recommendation of the external assessors, selected according to the provisions of the Agreement. The primary role of external assessors is to provide a disciplinary and inter-institutional perspective and to advise on questions of equivalence from such a perspective.

### 4. Teaching

4.1 Minimum. The candidate must establish that his or her teaching has consistently been effective, responsible, and academically sound and current over an extended period.

4.2 Broad Competence. The candidate must establish that his or her teaching has consistently been of a quality significantly above the minimum over an extended period.

4.3 Excellence. The candidate must establish that his or her teaching is recognized by students and colleagues as notably excellent, and that the candidate has established a reputation as a teacher beyond the Department and the University.

4.4 Evidence. The candidate must supply evidence in respect of quality of teaching including a teaching portfolio. Documents which may be included in a teaching portfolio include those listed under 4.41-4.46 below, and others deemed appropriate.

Additional evidence might be internal and/or external awards, publications, citations, presentations at colloquia, seminars, workshops or conferences on teaching.

Materials submitted as evidence in this category shall be evaluated by the CAPT



- 5.4 Evidence which may be presented: In respect of quality of scholarship and research the candidate should submit an explanatory cover letter, other supporting documentation such as references and citations, and copies of printed or electronic publications, papers presented at scholarly conferences, etc. "Publications" include work formally accepted for publication by reputable journals or publishers. Citation by others in the field, reception of grants, fellowships, awards and participation in



- 4.14 Letters of reference from colleagues or supervisors or unsolicited letters from students;
- 4.15 Results of student evaluations carried out in accordance with the University's course evaluation policy and procedures; Evaluation results administered independent of University-wide standardized student evaluation procedures may also be submitted;
- 4.16 Publications, conference presentations, workshops or seminars conducted on teaching.

5. Scholarly and Research Activity

The candidate must supply evidence of continuing, consistent scholarly contributions at a level determined by the CAPT to be the equivalent of three articles in refereed journals.

- 5.1 Evidence which may be presented: In respect to quality of scholarship and research, the candidate should submit an explanatory cover letter, other supporting documentation such as references and citations, and copies of printed or electronic publications, papers presented at scholarly conferences, etc. "Publications" include work formally accepted for publication by reputable journals or publishers. Citation by others in the field, reception of grants, fellowships, awards and participation in funded research and substantial published creative work relevant to the discipline or scholarly field, might also constitute evidence. Copies of any publications or manuscripts of papers presented must be available to the CAPT. The above notwithstanding, documentary evidence of exemplary practice in professional fields may include written research, policy or practice monographs.

6. Service

The candidate must establish that he or she has participated on a regular basis and at a continuing level in University governance, non-remunerated professionally related service to the community, or to professional/scholarly organizations.

6.1 Evidence

Evidence of service activity beyond lists of committees on a Curriculum Vitae may take the form of terms of reference, annual and/or ad hoc reports, internal committee documents, news reports, letters from colleagues, committee chairs, supervisors, etc.

## For Promotion to or Appointment at the Rank of Assistant Professor

(Effective: July 1, 1994)

Note: The criteria outlined in this statement are minima; all of these standards must be met for promotion.

1. Academic Credentials

The successful candidat

## For Conferral of Tenure (See ARTICLE 8.02.1)

Note: The criteria in this statement are minima; all of these standards must be met for conferral of tenure.

### 1. Academic Credentials

The successful candidate will have a recognized Ph.D. or academic credential equivalent to the Ph.D. as determined by the CAPT or publicly available scholarly work judged by the CAPT to be of a quality equivalent to doctoral research. Work submitted as equivalent to the Ph.D. may not be counted separately as evidence of continuing scholarship except to the extent that it exceeds the work normally expected of a doctorate.

In the Department of Social Work a doctoral degree in Social Work or a related discipline is the preferred qualification. However, a MSW or equivalent Master's degree plus five years of post-Master's professional work experience shall be considered an appropriate qualification.

### 2. Length of Service

The candidate must have at least four full-years Full-time university faculty membership completed by the date of conferral.

### 3. Performance

All the judgements called for in this section are to be made by the CAPT.

### 4. Teaching

The candidate must establish that his or her teaching has been of good quality over the term of employment with the University.

submitted by the candidate;

- 4.14 Letters of reference from colleagues or supervisors or unsolicited letters from students;
- 4.15 Results of student evaluations carried out in accordance with the University's course evaluation policy and procedures; Evaluation results administered independent of university-wide standardized student evaluation procedures may also be submitted;
- 4.16 Publications, conference presentations, workshops or seminars conducted on teaching.

5. Scholarly and Research Activity

The candidate must supply evidence of continual and consistent scholarly contribution at a

For Renewal of Probationary Appointment

APPENDIX F GRIEVANCE FORM

GRIEVANCE FORM

GRIEVOR (UNION OR EMPLOYER): \_\_\_\_\_

NAME OF EMPLOYEE(S) (if applicable): \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

Phone Number: \_\_\_\_\_



## APPENDIX G POLICY FOR THE SELECTION AND REVIEW OF CHAIRS

### 1.0 Definitions

- 1.1 Department: an administrative unit designated by the University as a Department, and presided over by a Chair or Acting Chair.
- 1.2 Chair: the chief officer of a Department.
- 1.3 Acting Chair: a temporary appointment, not normally to exceed one year, to the Chair of a Department, made by the Board of Governors as recommended by the



## APPENDIX H ACCOUNTABILITY OF FACULTY MEMBERS

The Parties to the Agreement have agreed that it would be useful to have a summary of the processes by which faculty members are reviewed. This summary is intended to provide an increased understanding of the Agreement and does not modify the provisions of the Agreement between the Parties.

### 1. PERIODIC INTERNAL REVIEWS

**Appointment:** Candidates are normally expected to have completed the Ph.D. degree although there may be exceptions in the professional disciplines. Candidates are evaluated by the Department and its Chair, the Vice-President Academic, and the President (Article 6).

#### **Probationary Period**



**Seminars, Clinics, Workshops:** In many disciplines, invitations to deliver seminars, clinics, or workshops are subject to extensive review and the performance of the faculty member is reviewed by participants.

**Performance or Display of Creative Works:** The decision to perform or display creative works is subject to extensive review and the resulting work is often broadly reviewed both by other academics and the public press.

#### **4. DISCIPLINARY PROCEDURE**

The University has the right to invoke a disciplinary process as per Article 13 to deal with conduct and/or performance problems of any Employee, whether tenured or not.

Between

and

St. Thomas University (STU)

The Parties agree to

Executive Agreement to effect the development of a University-wide harassment policy. Three

Memorandum of Agreement

Memorandum of Agreement

Between

Professional Association of Teachers of Tennessee

and

State of Tennessee

Memorandum of Agreement

Between

Association of Public Universities of Ontario (APUO)

And

CA Thermal University (CTU)

Subject: Financial Emergency

Collective Agreement

Collective Agreement

Dated this

15

day of

*[Handwritten Signature]*

2008

*[Handwritten Signature]*

For the Association

For the

University

OFFICE OF ASSOCIATION

OFFICE OF UNIVERSITY



Memorandum of Agreement

The Faculty Association of the University of St. Thomas (FAUST)

And

Subject: Mandatory Retirement

Subject: Mandatory Retirement

(30) days of the signing of this Agreement to

The Parties agree to form a Joint Committee within thirty

serve as Chair

2008

