

# COLLECTIVE AGREEMENT

between

ST. THOMAS UNIVERSITY

and the

FACULTY ASSOCIATION OF THE UNIVERSITY OF ST. THOMAS  
[PART-TIME BARGAINING UNIT](#)

2010 - 2013

## PARTIES TO THE AGREEMENT

This Collective Agreement, hereinafter referred to as the "Agreement", is entered into this 31 day of May, 2011 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 "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.
- 1.12 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.
- 1.19 The "Dean of Faculty" is an administrative officer of the University. The Vice-President Academic may act as designate for the Dean of Faculty.

## ARTICLE 2 GENERAL PROVISIONS OF THE AGREEMENT

### 2.01 Purpose of the Agreement

The purpose of the Agreement is to promote and maintain harmonious relations between the Employer and Employees, and to provide an amicable method of settling differences or grievances that may arise from time to time between the Parties. The Parties both recognize that the purposes of the University include providing a facility for higher education through teaching, research, and service. Both Parties agree to work cooperatively towards developing the quality and effectiveness of the education provided by the University, and to encourage a climate of justice, freedom, responsibility and mutual respect in the pursuit of the University's goals.

### 2.02 Validity

All provisions of the Agreement are subject to applicable laws now or hereafter in effect. If any proclamation, regulation, federal, or provincial law now existing or hereafter enacted shall invalidate any portion of the Agreement, the remainder of the Agreement shall not be invalidated and shall remain in full effect.

### 2.03 Provisions of the *Industrial Relations Act*

All provisions of the *Industrial Relations Act* of the Province of New Brunswick required for inclusion in collective agreements are deemed to be incorporated in this Agreement.

### 2.04 Academic Freedom

The Employer and the Union agree to abide by the principles of academic freedom as expressed in the following statement:

Employees shall have: (i) freedom of discussion, freedom to criticize, including criticism of the University and the Union, freedom from censorship by the Parties, and freedom to consider and study all available expressions of creativity, knowledge, and intellectual activity, including those which may be considered by some elements of society to be unconventional, unpopular or unacceptable; (ii) freedom in the choice and pursuit of research, and freedom to publish and to withhold publication of the results and conclusions of such research; (iii) freedom in the choice and pursuit of teaching methods, and to state their views on matters relating to their discipline.

Academic freedom does not require neutrality; rather, academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research, teaching and scholarship on an honest search for knowledge. Academic freedom does not confer legal immunity, nor does it diminish the obligation of Employees to meet their responsibilities to the University. Employees shall not be hindered or impeded in any way, by either of the Parties to this Agreement, from exercising their legal rights, nor shall they suffer any penalties because of the exercise of such legal rights.

2.05 No Discrimination and Duty To Accommodate

2.05.1 No Discrimination

The Parties agree that there shall be no discrimination practices with respect to any terms and conditions of employment, including hiring, consistent with existing federal and provincial legislation. The proscribed grounds include, but are not limited to, race, colour, religion, national origin, ancestry, place of origin, sex, marital status, place of residence, personal life style, family relationship, sexual orientation, political affiliation

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 University to discipline, suspend or discharge any Employee for just cause.

2.10.2





- 2.12.8 The Joint Committee shall recommend procedures to govern who has the authority to initiate surveillance, the duration of any surveillance, where images or audio recordings shall be stored, who shall have access to such recordings, and how long such recordings shall be retained.
- 2.12.9 In developing its recommendation for surveillance procedures, the Joint Committee shall make reasonable provisions to protect the health, safety and security of Employees.
- 2.12.10 The Employer shall maintain a log-book of all surveillance and give access to this log-book to the Union upon request. However, surveillance that is part of an on-going investigation shall not be entered in the log-book until the investigation is complete if doing so would likely undermine the effectiveness of the investigation. The log-book shall indicate who initiated the surveillance, the location of the surveillance, the duration of the surveillance, and the location in which the images or audio recordings are being stored.
- 2.12.11 Subject to Article 10.05, information obtained through surveillance devices and practices shall not be used in any evaluation of an Employee's teaching, research or service, in any promotion proceeding, nor shall it be made part of an Employee's Academic file.

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

- 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 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 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

## 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 1.04.

### 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.

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 pursuant to Article 3.05 of this Agreement, except where an error has been made by the Employer.

3.08 Union Activities

The Employer shall allow the Union to hold meetings and to sponsor educational functions such as lectures, seminars, and workshops dealing with Union activities for its members and members of other faculty associations on the University premises.

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 ninety (90) days of the signing of this Agreement.
- 3.11.2 At least two (2) representatives of the Employer and two (2) 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

## ARTICLE 4 AUTHORIZATION FOR PART-TIME APPOINTMENTS

4.01 The Department shall identify its staffing requirements taking into account its full-time 1 f

## ARTICLE 5 APPOINTMENTS

5.01 All Part-time Faculty Members are appointed by the University, and in accordance with the provisions of Articles 2.04 (Academic Freedom), 2.05.1 (No Discrimination) and 2.06 (Full and Fair Consideration). All Appointments of Part-time Faculty Members are authorized by the Vice-President Academic.

### 5.02 Types of Appointments

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

a) Schedule A Probationary. The probationary period for new Schedule A Employees shall be at least six (6) credit hours and teaching for a minimum of two (2) Academic Years. Seniority credits under Article 5.03.2 (Seniority) shall accrue for all courses taught in the probationary period and shall become effective for determining seniority upon successful completion of the probationary period. Evaluation of teaching performance under Article 8 shall be conducted at the end of the probationary period.

b) Schedule A Appointment refers to an appointment to teach three (3) or more credit hours during the Academic Year to a maximum of eighteen (18) credit hours during the Teaching Year.

c) Schedule B Appointment refers to an appointment to teach, conduct research, provide service, or any combination of the foregoing as a designated percent of a full-time workload.

d) Regular Appointment refers to an appointment without a specified term and recognizes a pattern of teaching over a defined period of time.

(i) An Employee who has taught over a period of six (6) years, and has taught an average of nine (9) credit hours over the three (3) teaching years immediately prior to the appointment



(iii)

### 5.03 Criteria for Appointments

5.03.1 The following outlines the criteria for consideration by the PTAC (Article 5.04) in making assessments of qualifications for internal appointments (Article 5.06.1) and external appointments (Article 5.06.2):

- (a) academic credentials in the discipline or a closely related field of scholarship, including degrees, special studies and honours (academic credentials shall normally be a minimum of a Master's degree);
- (b) demonstrated teaching performance;
- (c) scholarly productivity, including research, publications, and work of creative or cultural significance.

### 5.03.2 Seniority

5.03.2.1 The Parties agree that an Employee who has previously taught a course satisfactorily is deemed qualified to teach that course under Article 5.03.1.

5.03.2.2 Employees accrue course-specific seniority each time they satisfactorily complete an appointment to teach a course. Employees shall also accrue overall University seniority, which is the sum of all course-specific seniorities. A course shall be deemed to have been satisfactorily completed if the requirements of Article 9.05 (Workload) are met. If a course(s) for which an Employee has seniority changes only as a result of a modification to a course number, title, or a change in the number of credits, and the course content goals are not changed, then the course-specific seniority shall be applied to the new course(s).

5.03.2.3 An Employee shall retain seniority for thirty-six (36) months from the end date of the last appointment. An Employee with seniority shall retain her or his rights under the Collective Agreement.

5.03.2.4 Seniority shall not be lost or reduced for any reason except dismissal, resignation, or expiry of seniority as per Article 5.03.2.3. Seniority shall become effective subject to successful completion of the probationary period as per Article 5.02.1 a) (Schedule A Probationary).

5.03.2.5 Resignation from an appointment to teach a course or part thereof shall result in no seniority being accrued for that particular course.

5.03.2.6 Failure to finish an appointment due to illness, or injury, or where compassionate leave is authorized pursuant to Article 16.02 (Compassionate Leave), shall not result in loss of seniority for that course.

5.03.2.7 An Employee who has seniority, and who obtains a full-time limited term appointment who subsequently returns to the Part-time unit shall be able to count up to eighteen (18) credit hours toward seniority. The Employee, upon returning to the Part-time unit, shall identify the courses taught as a Full-time Employee for which seniority shall be applied.

5.03.3 Seniority List

The Vice-President Academic shall maintain a seniority list for each Department. The list shall specify the Employee's name, overall University seniority, and course-specific seniority. The Vice-President Academic shall 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 shall include all courses being taught up to and including December 31 of that year. The

5.05 Procedures

- 5.05.1 After being informed of the staffing allocation, in accordance with Article 4 (Authorization for Part-time Appointments), and in preparation of the course timetable, by February 28 the Department Chair shall propose to the Vice-President Academic which courses the Department shall be offering in the upcoming Intersession, Summer Session, and Teaching Year. This list shall identify which courses are being taught by Full-time Members with Probationary, Tenured, and Limited Term Appointments. The remaining courses shall be identified as Part-time courses. Whenever possible, there shall be prior consultation with the Regular Appointment Employees on the assignment of their courses. By March 15 the Department Chair shall identify to the Vice-President Academic which of the Part-time courses shall be taught by Regular Appointment Employees. All course assignments for Regular Appointment Employees shall be subject to the approval of the Vice-President Academic. The remaining courses on the list shall be identified as unstaffed courses.
- 5.05.2 The Vice-President Academic shall review the list of courses (staffed and unstaffed) and verify that the list is consistent with the staffing allocation.
- 5.05.3 The Department Chair shall provide the Vice-President Academic with a paragraph description of each unstaffed course (similar to a calendar course description). The course descriptions shall contain the following information: Department, date of the posting, the course name and number, description, starting time and duration of the course, anticipated approximate class size, the city or town in which the course shall be taught, required qualifications, and application deadline.

Unstaffed Course List

- 5.05.4 The Vice-President Academic shall ensure that an unstaffed course list is created and maintained. This list shall specify the course name and number and the Employees who have seniority for that course, in order of seniority. This list shall be transmitted to the Departments and the Union by March 20 and, at the same time, posted to the University web site. Moreover, an email notification that the posting has been made shall be sent to all Employees.
- 5.05.5 By March 31, Employees shall send a brief email to the Vice-President Academic copied to the Department Chair indicating their willingness to teach, and listing which courses they wish to teach, and how many sections of each, if applicable.
- 5.05.6 Failure by an Employee to provide email notification to the Vice-President Academic by March 31 may result in the course being offered to the Employee with the next most seniority who has expressed an interest in teaching it under Article 5.05.5.

5.05.7 Seniority Appointment Procedures

Using the seniority list (Article 5.03.3) and expressions of willingness to teach (Article 5.05.5), the Vice-President Academic shall apply the following appointment procedures according to seniority:

5.05.7.1 An Employee who has seniority in the course or a substantially

5.06.4 The decision on appointments shall be made by the Vice-President Academic who shall not unreasonably reject the recommendation by the Department. The Vice-President Academic shall make the decision to accept or reject the Department's recommendation within a reasonable period of time. If the Vice-President Academic rejects the Department's recommendation, she or he shall notify the Department Chair in writing with reasons, with a copy to the Member and the Union. 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 (No Discrimination and Duty to Accommodate) or 2.06 (Full and Fair Consideration).

5.07 Appeals Process

5.07.1 When a Member is deemed unqualified to teach a course by the Department, the Department shall so inform the Vice-President Academic when it makes its recommendation, and shall supply files of the applicants along with reasons for its recommendation, as well as minutes of the PTAC. The Vice-President Academic shall ensure that the name of the recommended candidate is posted. Any applicants deemed unqualified to teach the course by the Department will have ten (10) working days to appeal to a Joint Part-time Appointments Appeals Committee (JPAAC). The terms of reference and procedures for the JPAAC are contained in Appendix A.

5.08 Letter of Appointment

5.08.1 The Vice-President Academic shall provide each Employee with a notice of

- 5.08.5 The Letter of Appointment shall include the date of commencement and the date of completion. Each Employee shall have her or his stipend paid over the contract period as per current practice. The Employer shall forward a copy of the Letter of Appointment and the Additional Duties Contract to the Union within fifteen (15) days of the Employee's signing of the contract. A copy of the Letter of Appointment shall be placed in the Academic File and the Personnel File which the Employer shall maintain on each Employee.
- 5.08.6 Each Letter of Appointment shall identify the website address(es) where the Faculty Handbook and the Agreement are located. A hard copy of both documents shall be provided to an Employee upon request from that Employee.
- 5.08.7 Once an Employee has returned a signed letter of appointment, within five (5) days the name of the person hired shall be posted next to the course listing on the

5.12 Lay-off and Recall Procedures – Regular Appointments

5.12.1 The Employer may reduce the workload of or lay off a Regular Appointment for bona fide reasons such as:



- 5.12.3.4 The procedures in Articles 5.12.3.1 through 5.12.3.3 shall be repeated for Regular Appointment Employees in order of least to most seniority for courses in the Department until the need for reductions and/or lay-offs in 5.12.1 is satisfied.
- 5.12.3.5 If an issue arises as to whether an Employee is qualified to teach a course under Article 5.12.3.3, the PTAC (Article 5.04) and JPAAC procedures (Appendix A) shall apply with the following amendments:
- (i) The matter shall be referred to PTAC immediately;
  - (ii) PTAC shall deliver its decision within five (5) days;
  - (iii) If the Employee disagrees with the PTAC decision, she or he may give notice of appeal to JPAAC within three (3) days; and
  - (iv) JPAAC shall deliver its decision within five (5) days.



## ARTICLE 7 PERSONNEL FILE AND ACADEMIC FILE

### 7.01 Personnel File

- 7.01.1 The Employer shall maintain one Personnel File on each Employee. The File shall contain documents and materials used or to be used in implementing and administering the employment relationship and the relevant terms and conditions of the Collective Agreement. No anonymous material concerning any Employee which cannot be supplied to the Employee shall be kept for inclusion in the Personnel File. Access to an Employee's Personnel File shall be restricted to the Employee and/or her or his duly authorized representative and to authorized representatives of the Employer, or as may be otherwise authorized under this Agreement or by law. The Employee shall be notified in writing within ten (10) working days of any material added to her or his File with the exception of routine documents related to the employment relationship or documents which have already been copied to the Employee or have been received from the Employee.
- 7.01.2 Upon providing reasonable advance notice to the Director of Human Resources, an Employee shall have access to her or his Personnel File during normal business hours. The Personnel File and contents may not be removed from the office in which they are held. The Employee may, upon written request to the Director of Human Resources, obtain a copy of any document in her or his Personnel File.
- 7.01.3 If an Employee believes that a document or information contained in her or his Personnel File is erroneous, inaccurate, inadequate, or not relevant to the Employee's employment relationship she or he has the right to include in the Personnel File written comments pertaining to the accuracy, relevance, meaning or incompleteness of the contents of the Personnel File. In addition, the Employee may request in writing to the Director of Human Resources that the document or information be removed, corrected or supplemented for clarification. Such requests shall not be arbitrarily denied. Within ten (10) days of receiving the request, the Director of Human Resources shall first determine whether the impugned document or information is relevant. If it is not relevant, it shall be removed immediately from the Personnel File. If it is relevant but erroneous, inaccurate, or inadequate, the Director of Human Resources shall remove, correct or supplement the document or



7.02.7 The President, Vice-President Academic, and Dean of Faculty shall have access to the Employee's Academic File for the purpose of adding material only when such material is authorized for inclusion under this Agreement.

7.02.8

7.02.13 In the event of a grievance, the grievor shall have access in the manner indicated in Article 11.01.3 to the application and the Academic Files for Employees for whom the CAPT has made recommendations on promotion since its establishment.

ARTICLE 8 EVALU

- 8.04.2 Teaching reviews for Employees shall be conducted during the first year of appointment and every five (5) 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.
- 8.04.3 The Department Chair shall submit a brief written review of teaching performance to the Dean of Faculty for inclusion in the Academic 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 Academic File with a copy to the Department Chair and the Department Chair may opt to conduct another review during the following year.





- 9.05.2 Course preparation may include development and distribution of a course outline in accordance with University policies; preparation to conduct class; preparation of assignments; tests and examinations; ordering of textbooks; and where applicable, placing materials on library reserve.
- 9.05.3 Teaching shall include conducting scheduled courses in a manner which normally reflects the description in the University calendar and the schedule shown in the approved time table.
- 9.05.4 Student consultation shall include being available for a reasonable amount of time for consultation about the course outside scheduled contact hours.
- 9.05.5 Additional Duties
- 9.05.5.1 In accordance with Article 5.03.1, Employees are hired on a per course basis to teach specific courses. No additional duties shall be required of an Employee unless the Employee agrees, in writing, to accept these additional duties. If an Employee is requested by the Employer to undertake additional duties, this will be the subject of a contract of Additional Duties, consistent with Article 5.04.1.7.2. Additional duties may include, but are not limited to, attendance at Department meetings and participation in curriculum development and planning. The Employer shall provide compensation proportionate to the value of a course stipend.
- 9.05.6 Teaching Resources
- 9.05.6.1 The Employer shall continue to provide appropriate resources and services to support Part-time Employees in course instruction.
- 9.05.6.2 An Employee has the right to request teaching assistance from her or his Department. The Department shall give full and fair consideration to each request.

9.07 Office Space

The Employer shall ensure that adequate space is available throughout the campus for consultation with students. The Employer agrees to provide Employees with two (2) shared work spaces in Edmund Casey Hall and Brian Mulroney Hall that shall include computer work stations with standard model computers renewed every four (4) years, and access to filing cabinets and telephones. The Employer agrees to provide Employees with five (5) private offices, designed to accommodate three (3) Employees per office; each office shall include two (2) standard model computers renewed every four (4) years, and access to filing cabinets and telephones.

9.08 University Holidays

The University is closed on the following days: 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.

9.09 Termination

9.09.1 Employment may be terminated by mutual agreement in writing between an Employee and the Employer at any time.

9.09.2 A Part-time Employee shall be deemed to have repudiated her or his appointment if she or he is absent from her or his classes for two (2) or more teaching weeks without leave or permission from the Dean of Faculty except for reasonable cause.

9.09.3 An Employee appointed under a Schedule B contract shall be entitled to advance notice of intended non-renewal of contract of not less than one (1) month for each year of service, up to a maximum of three (3) months, prior to the normal renewal date of July 1. In exceptional cases, where the Employer is unable to give such advance notice, the Employee shall be entitled to severance pay equal to one (1) month for each prior year of service up to a maximum of three (3) months. Employees with more than five (5) years of service shall be entitled to severance pay of three (3) months, regardless of date of notification of non-renewal of contract.

9.10 The Employer shall indemnify and save harmless each Employee from legal liability and all actions, causes of action, claims or demands whatsoever arising out of any occurrence occurring in the course of, or performed pursuant to, and within the scope of her or his employment, save and except in the case of gross negligence and/or wilful misconduct, provided timely notice is given to the Employer of any occurrence giving rise to or likely to give rise to a claim against the Employee, and legal representation is u-2(e i 171e143.1dhpl)-4(oy)7(ee, an)8(d l)-3(eg

## ARTICLE 10 DISCIPLINE

10.01 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.

### 10.02 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

10.02.1 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.

10.02.2 If no satisfactory solution is reached at the meeting provided for in Article 10.02.1, 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.

10.02.3 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

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

- 10.02.5 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.
- 10.02.5.1 If the Employee's whereabouts are unknown to the Employer and the Union, the meeting described in Article 10.02.1 above shall be dispensed with and the President may immediately give notice of dismissal by registered mail addressed to the Employee at her or his last known address. A copy of the notice of dismissal will be sent to the Union.
- 10.02.5.2 If the Employee wishes to contest her or his dismissal, she or he 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 10.02.5.1, within thirty (30) calendar days of the registered receipt of the dismissal notice), give the Employer and the Union notice in writing that she or he requests that the dismissal be submitted to arbitration. The Union may initiate arbitration procedures in accordance with Article 11.

10.06 Harassment

Harassment may be the subject of discipline in accordance with the University's Harassment Policy.

## ARTICLE 11 GRIEVANCE AND ARBITRATION

### 11.01 Preamble

It is expected that the Parties shall attempt resolution of potential grievances through informal discussion.

- 11.01.1 The Parties agree to use every effort to resolve all grievances in a prompt, just and equitable manner, and to encourage amicable settlement of grievances arising from the administration of this Agreement.
- 11.01.2 The Union shall have carriage of all grievances except those initiated by the Employer.
- 11.01.3 On request of either the Union or the Employer, the other Party shall provide access to all documents relevant to the grievance to provide for an open, fair, and expeditious processing of the grievance. Documents deemed to be confidential shall be released only with the consent of the individual or groups involved.
- 11.01.4 There shall be no discrimination, harassment or coercion, of any kind, practiced against any person involved in the procedures specified in Article 11, or against any Employee who elects not to pursue a grievance. The Employer agrees that the Union representatives acting for a Grievor shall not be hindered, coerced, restrained or interfered with in the performance of their duties as representatives.

### 11.02 Definitions

- (a) **Grievance:** A grievance is a claim that there has been a violation, misinterpretation, non-application, or improper application of the terms and conditions of the Agreement.
- (b) **Grievor:** The grievor is the Union or the Employer.

### 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 on its own behalf.
- (d) **Employer Grievance:** A grievance initiated by the Employer.

11.04 Time Limits

11.04.1

- (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 Article 11.07 within thirty (30) working days after notification of the event.
- (c) The Employer shall file a grievance according to procedures outlined in Article 11.07 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.

11.04.2 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.

11.04.3 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.

11.04.4 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.

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

11.06.1 In cases involving dismissal, the Union shall have the right to take a dispute directly to arbitration.



11.06.2 In all cases involving dismissal, 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

- (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),

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

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 Agreement are contained in Appendix C which forms part of this Agreement.

### 12.02 Cost of Living Adjustment

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

- (a) Effective July 1, 2010 2.5%
- (Y 8F~~R~~ 8FR

## ARTICLE 13 EMPLOYEE BENEFITS

- 13.01 For Schedule B Employees, the University group insurance plans shall continue in force during the period of this Agreement. Any changes to these plans affecting Employees shall be approved by the Union and the Employer.
- 13.01.1 An Employee appointed under Schedule B shall be eligible for extended health insurance, dental insurance, group life insurance, and accidental death and dismemberment insurance provided by the University. An Employee appointed to a Schedule B position shall be eligible for long-term disability in the event the appointment is at least nine (9) consecutive months; however, the long-term disability coverage for Schedule B Employees shall be limited to a maximum of two (2) years from their last day worked.
- 13.02 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 Employees shall be approved by both the Union and the Employer.
- 13.02.1 All Employees appointed under Schedule B, and all Part-time Employees who are receiving a Level II or Level III stipend, shall join the plan subject to the regulations of the plan.
- 13.02.2 Contributions to the pension plan shall be:
- |                        |                      |
|------------------------|----------------------|
| Employer contribution: | 7% of normal salary; |
| Employee contribution: | 5% of normal salary. |
- 13.03 Tuition Fee Reduction
- 13.03.1 Employees shall be entitled to a 100% reduction in tuition fees for courses taken at St. Thomas University.
- 13.03.2 Spouses and dependent children of Employees shall be entitled to a reduction in tuition fees, on a per course basis, in proportion to the Employee's teaching load relative to the normal full-time teaching load to a maximum of 50% 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 in the event of an Employee's death for the duration of the individual's employment contract.
- 13.04 Benefit Statements
- The University shall provide a summary of benefits to all eligible Employees.



## ARTICLE 14 PROFESSIONAL DEVELOPMENT ALLOWANCE

ARTICLE 15 TEACHING ENHANCEMENT ALLOWANCE AND RESEARCH FUNDS

15.01 A Teaching Enhancement Allowance equal to \$50.00 per three (3) credit-hour course taught



## 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 her or his

16.03 Leave of Absence Without Pay

- 16.03.1 A Part-time Employee may apply in writing to the Department Chair for a leave of absence without pay. Such applications must have a start date and end date that coincide with an academic term and shall not normally be for a period exceeding one (1) Academic Year. Extensions of leave up to a further period of one (1) Academic Year may be applied for in writing within a reasonable period of time prior to the expiry of the initial leave.
- 16.03.2 A request for a leave of absence without pay must have the support of the Department Chair and must be approved by the Dean of Faculty.

## ARTICLE 17 TERM OF AGREEMENT

### 17.01 Duration

This Agreement shall enter into force on July 1, 2010, after signature by the President of the University and the President of the Union, and shall remain in force until and including June 30, 2013. The Agreement shall continue from year to year after June 30, 2013 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.

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 (20) days of receipt of such notice by either Party, both Parties shall enter into negotiation of a new agreement.

THIS COLLECTIVE AGREEMENT

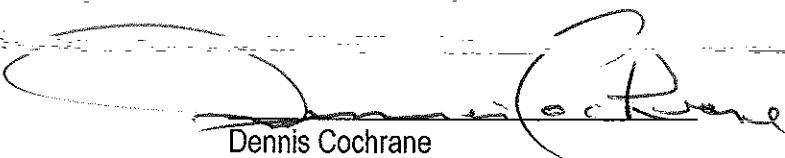
SIGNED AT FREDERICTON, NEW BRUNSWICK

THIS 31 DAY OF MAY, 2011

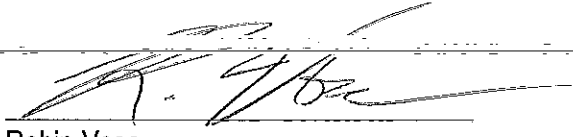
ST. THOMAS UNIVERSITY

FACULTY ASSOCIATION OF ST. THOMAS UNIVERSITY

UNIVERSITY OF ST. THOMAS (FAUST)



Dennis Cochrane  
President and Vice-Chancellor



Robin Vose  
President

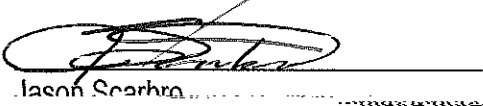
Members of the Negotiations Committee



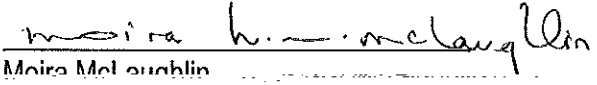
Judith Begley



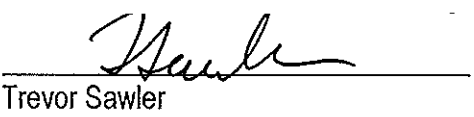
Suzanne Prior



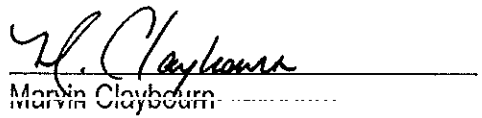
Jason Scarbro



Moira McLaughlin



Trevor Sawler



Marvin Clayburn

APPENDIX A      JOINT PART-TIME APPOINTMENTS APPEALS  
COMMITTEE (JPAAC)

The JPAAC shall consist of four (4) members. Two (2) members shall be appointed by the Union from among its Members, and two (2) non-Union members shall be appointed by the Employer. The term of service for all members shall be for one (1) year, and can be renewed at the discretion of the

- (d) meet with the Chair of the Departmental Part-time Appointments Committee, the member involved if she/he so wishes and any other individual the JPAAC deems appropriate;
- (e) k

APPENDIX B            GRIEVANCE FORM

GRIEVANCE FORM

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

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

DEPARTMENT: \_\_\_\_\_ OFFICE TELEPHONE NUMBER: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

HOME TELEPHONE NUMBER: \_\_\_\_\_

1.        Nature of Grievance:
  
  
  
  
  
  
  
  
  
  
2.        Section(s) of Collective Agreement Involved:
  
  
  
  
  
  
  
  
  
  
3.        Facts of the Case: (Attach separate page, if necessary).

APPENDIX C COURSE STIPENDS (THREE-CREDIT HOUR)

Course Stipends (Three-Credit Hour)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Effective July 1, 2010	5,158	5,437	5,708
Effective July 1, 2011	5,287	5,573	5,851
Effective July 1, 2012	5,419	5,712	5,997

Effective July 1, 2010, there are three levels of stipend:

- (i) The Level 1 stipend shall be the stipend payable to all part-time Employees except those who qualify for Level 2 or Level 3 stipends;
- (ii) The Level 2 stipend shall be payable to all part-time Employees who have successfully completed the probationary period and have accumulated thirty (30) credit hours of instruction except those who qualify for Level 3 stipend; and
- (iii) The Level 3 stipend shall be payable to all part-time Employees who have successfully completed the probationary period and have accumulated sixty (60) credit hours of instruction.



APPENDIX D FULL-TIME SALARY FLOORS AND CEILINGS

ARTICLE 18 SALARIES AND ALLOWANCES OF EMPLOYEES

18.01 Salary Scales

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