COLLECTIVE AGREEMENT

between

ST. THOMAS UNIVERSITY

and the

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

2016-2019

PARTIES TO THE AGREEMENT

This Collective Agreement, hereinafter referred to as the “Agreement”, is entered into this 7th day of December, 2016 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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ARTICLE 1 DEFINITIONS

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 by it to act on its behalf.

1.03 “Bargaining Unit” means the group of Employees as recognized in Article 3.01.

1.04 “Employee” is defined as an individual who is a member of the Bargaining Unit; that is, all those hired on a part-time basis to teach during the Academic Year at St. Thomas University in the city of Fredericton and at extension courses outside the said city. Excluded are the President, Vice-President (Academic and Research), Dean of Humanities, Dean of Social Sciences, Assistant Vice-President (Research), members of the Board of Governors, and those excluded by the Industrial Relations Act.

1.04.1 The holder of an endowed chair shall have all the rights and responsibilities under the Collective Agreement subject to the terms and conditions of her or his endowed chair or chairship agreement.

1.05 “An individual appointed to an endowed Chair of study” designates an Employee compensated solely from an endowment fund at St. Thomas University.

1.06 “Part-time faculty member” designates a member of the Bargaining Unit employed to teach on a part-time basis. A member of the Bargaining Unit shall continue to be a member as long as she or he teaches during each Academic Year or retains seniority rights under clause 5.03.2.

1.07 "Faculty Member" designates a member of the faculty of St. Thomas University employed on a full-time basis to do teaching or research or both.

1.08 "Senate" designates the academic Senate of St. Thomas University.

1.09 "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.

1.10 "Department" designates an academic and administrative unit into which Full-time faculty members and Part-time faculty members are classified for the coordination and performance of their respective academic duties and for the execution of the educational activities of the University. For purposes of this Agreement, each Employee shall be a member of one and only one Department as determined by the Employer.

1.11 “Subject area” designates a grouping of related courses outside a Department for which there is a distinct academic credential or a minimum of three (3) full courses (or equivalent) normally offered during the Teaching Year. Each Subject Area with one (1) or more established positions shall be called a “Programme” and 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 and Research)" 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 “Appropriate Dean” refers to the Dean responsible for the Department, Subject Area, or Programme to which the article in the Collective Agreement relates.

1.20 The “Dean of Humanities” and the “Dean of Social Sciences” are administrative officers of the University. The Vice-President (Academic and Research) may act as designate for the Dean of Humanities and the Dean of Social Sciences. The Dean of Humanities or the Dean of Social Sciences may act as a designate for the Vice-President (Academic and Research). “Deans” refers to the Dean of Humanities and the Dean of Social Sciences.

1.21 "Senate Research Committee” means the committee designated by the Senate to be responsible for matters related to research as may be assigned to it by the Senate and as required under this Agreement.

1.22 The “Department of Human Resources” designates an administrative unit of the University that is responsible for employment related services as may be determined by the University, and as required under this Agreement.

1.22.1 The Department of Human Resources is managed by the “Director of Human Resources”.

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

2.04.1 The Employer and the Union agree to abide by and protect the principles of academic freedom as expressed below.

St. Thomas University serves the common good of society, through searching for, and disseminating, knowledge, and understanding and through fostering independent thinking and expression in faculty and students. These ends cannot be achieved without academic freedom. All faculty have a right to academic freedom. Academic freedom makes intellectual discourse, critique, and commitment possible.

2.04.2 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, and to state their views on matters relating to their discipline**;**

(iv) freedom to produce and perform creative works;

(v) freedom to engage in service to the University and the community;

(vi) freedom to participate in professional and representative academic bodies; and

(vii) freedom to contribute to social change through free expression of opinion on matters of public interest.

2.04.3 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, and with regard to the academic freedom and rights of other members of the University community. 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 practised in respect of 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 or activity, physical and/or mental disability, social condition, age, membership or activity in the Union, or the exercise of any right in this Agreement or in law, except where such factor is a *bona fide* condition of employment.

2.05.2 Duty to Accommodate

The Parties agree that there will be accommodation for Employees with disabilities, including, but not limited to, mental and physical disabilities whether permanent or temporary, through adjustment to the terms and conditions of employment or the physical environment which may be required as per existing federal and provincial legislation.

2.06 Full and Fair Consideration

2.06.1 The Employer and the Union agree to abide by the principle of full and fair consideration in any and all proceedings under the terms of this Agreement. In order to assure full consideration of recommendations and decisions under this Agreement, all relevant evidence shall be considered. In order to assure fair consideration, all recommendations and decisions shall be made without bias, discrimination, or infringement of academic freedom, and they shall be based on the proper application of the criteria established in this Agreement.

2.06.2 In order to facilitate full and fair consideration in all hearings and arbitration proceedings permitted under this Agreement, no such proceedings shall be deemed invalid because of any defect in form or any technical irregularity.

2.06.3 The dates for recommendations and decisions in this Agreement are arranged to facilitate full and fair consideration. In unusual circumstances where pressure of time makes full and fair consideration impossible without extension of deadlines, individuals or Chairs of committees may request such an extension by writing to the University President and the President of the Union, giving reasons for the request and proposing a new deadline. If warranted, the Union and the Employer may agree to an extension of the deadline to a later date.

2.06.4 When a deadline is extended under Article 2.06.3, all subsequent deadlines concerning the same case shall automatically be extended by the same number of days.

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 The University has retained and shall possess and exercise all rights and functions, powers, privileges and authority that the University possessed prior to the signing of this Agreement with the Union, excepting only those that are relinquished or restricted in this Agreement.

2.10.3 Where an Employer policy conflicts with, is inconsistent with, or interferes with any of the terms and conditions of this Agreement, this Agreement shall be followed.

2.11 Continuation of Rights

The Employer agrees to exercise its management functions in a just and reasonable manner and, in so doing, to maintain all reasonable and established benefits in terms and conditions of employment enjoyed by any Employee, unless such benefits are modified by this Agreement or by mutual consent. It is agreed that the level at which support services and facilities are maintained may be adjusted from time to time, provided that such adjustment be justified and provided that reasonable notice of such adjustment be given.

2.12 Right to Privacy

2.12.1 Upon its coming into force, the Employer and Employees must abide by the New Brunswick Right to Information and Protection of Privacy Act, R.S.N.B. c. R-10.6, as may be amended.

2.12.2 Employees have a right to privacy in their personal and professional communications and files, including but not limited to any communication on paper or in an electronic form. The level of privacy does not exceed, however, that of reasonable expectations which must be balanced with the Employer's right to manage the workplace and its obligation to provide a safe and secure working environment.

2.12.3 The Employer reserves the right to monitor and access computer accounts in order to maintain the integrity of the computer system in a secure and reasonable manner and to further its legitimate interests and legal obligations by ensuring use of the system is lawful and reasonable in an academic workplace. Personal use of the Internet shall not be a violation of this Article absent advance notification with reasons from the Employer that either the quantity or nature of the usage constitutes a violation. For clarity, all use is subject to Article 2.04 (Academic Freedom). Only authorized personnel in the performance of their employment duties may access and monitor the use of information technology and computing facilities.

2.12.4 The Employer shall treat Employee communications and files as private and shall not allow Third Parties to examine Employee communications and files or disclose Employee information to a Third Party unless it is the subject of a subpoena or summons served on the University, or the examination or disclosure is otherwise required by law. "Third Party" refers to persons and legal entities not acting on behalf of the Employer. Authorization for the examination or disclosure of Employee communications, files or information under this clause requires the prior approval of the Vice-President (Academic and Research). The Union shall be notified immediately of any examination or disclosure of information under this clause and the circumstances leading to that disclosure, unless the examination or disclosure is part of an on-going criminal or statutory investigation by a Third Party that could be jeopardized by such immediate notification.

2.12.5 Subject to Article 2 (General Provisions of the Agreement), Employees have the right not to be put under surveillance. This right not to be watched by the Employer includes non-electronic surveillance, electronic eavesdropping or video cameras, and any kind of computer surveillance or other devices. This right does not apply in situations of potential danger or threats to the members of the University community. Undisclosed surveillance by the Employer shall only be conducted as a last resort

and after all other reasonable alternatives have been exhausted. Undisclosed surveillance by the Employer shall be conducted in a reasonable manner, proportional to the Employer's legitimate interests in providing a safe and secure working environment, and where authorized by law.

2.12.6 Any evidence obtained through surveillance shall not be used in disciplinary matters unless obtained in compliance with this Article or from a law enforcement agency.

2.12.7 The Parties recognize that the safety of employees, staff, students and the general public may require the violation of individual privacy for the installation of video cameras, audio recorders or other monitoring devices in public access areas of the campus such as parking lots, walkways, building entrances, exits and hallways. Any areas subject to such surveillance must be identified by posted notice to that effect. For greater clarity, University classrooms, other areas used for teaching purposes (not including space outside University buildings), Employees' offices, the Union office, work space and laboratories are not considered public access areas.

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 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 computer programmes and technologically mediated courses, including, but not limited to: correspondence course packages; broadcast courses; interactive textbooks; course work delivered on the Internet; multimedia instructional packages and programmed instructional material.

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 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 orders (IRB-1-17-85 and IR-016-10) 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.

3.09 Technical Information

3.09.1 The Employer shall provide to the Union, in a timely manner, the information it requires to prepare for collective bargaining and the proper administration of the collective agreement.

The Employer shall, not later than November 1, transmit to the Union a list of the Employees in the Bargaining Unit, indicating for each the following information: salary; amount of stipend paid as Department Chair (if any); any other stipend paid to the Employee by the Employer; rank; appointment status; Department; date of initial appointment; dates and types of leave taken; and time in rank. Where a leave of absence without salary is authorized under this Agreement, the Employer shall indicate the status of the leave with regard to eligibility for promotion. At the same time the Employer shall transmit to each Employee on the list her or his personal data in the same format.

3.09.2 Not later than November 1, the Employer shall transmit to the Union the audited financial statements for the preceding fiscal year.

3.09.3 The Employer shall, not later than June 1, transmit to the Union a summary of the budget as approved by the Board of Governors for the current fiscal year.

3.09.4 Nothing in Article 3.09 precludes either Party from requesting technical information at any time. Such requests shall not be unreasonably denied. Responses to technical information requests shall be consistent with the provisions of the Right to Information and Protection of Privacy Act.

3.10 Committee Appointments

The Parties agree to circulate to all Employees, by September 30 of each year, a list of the committees related to University and Union governance, their membership, vacancies on these committees and procedures to fill them.

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 bi-annually on or before February 15 and October 15. Meetings may be held more frequently if requested by either Party or less frequently when both Parties agree.

3.11.5 The Joint Committee shall review matters of concern arising from the application of this Agreement and the Agreement between St. Thomas University and the Faculty Association of the University of St. Thomas (Full-time Bargaining Unit), excluding any dispute that is, at that time, being resolved under the grievance and arbitration procedures set out in Article 11. This Committee shall attempt to foster better communication and more effective working relationships between the Parties and shall attempt to maintain a spirit of cooperation and respect between the Parties.

3.11.6 The Joint Committee shall have no power to modify the provisions of this Agreement, but may recommend to the Parties changes to the procedures for the application of this Agreement, or changes to the Agreement.

ARTICLE 4 APPOINTMENTS

4.01 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 appropriate Dean.

4.02 Types of Appointments

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

a) Schedule A Probationary Appointment refers to an appointment to teach during the probationary period. The probationary period for new Schedule A Employees shall be the period of time required for the Employee to teach six (6) credit hours. Seniority credits under Article 5.01.2 (Seniority) shall accrue for all courses taught during the probationary period and shall become effective for determining seniority upon successful completion of the probationary period. The appropriate Dean shall ensure that the 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 shall receive a Regular Appointment if:

(a) she or he 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, or**;**

(b) a minimum of six (6) credit hours in three (3) consecutive Teaching Years in the five (5) years immediately prior to the appointment~~,~~**.**

The Employee shall receive a Regular Appointment in each Department in which they have taught and received a satisfactory evaluation of teaching performance under Article 8 within the twelve (12) month period prior to January 15. The Deans shall ensure that all evaluations are completed under Article 8.

On or before January 15, the appropriate Dean shall inform the Chairs of the names of Employees in their respective Departments who are entitled to a Regular Appointment, and the anticipated workload for each Employee (subject to Article 5.11) for the upcoming Teaching Year. At the same time, the appropriate Dean shall also inform the Union and each Employee of her or his Regular Appointment and of the anticipated workload under that appointment (subject to Article 5.11) for the upcoming Teaching Year.

(ii) A Regular Appointment shall be an appointment to teach a workload equivalent to at least the average workload over the three (3) Teaching Years immediately prior to the appointment. In the event an Employee was on approved leave (Article 16) during one (1) of the three (3) Teaching Years immediately prior to the appointment, the appointment shall be to teach a workload equivalent to the average workload over the best three (3) of the previous four (4) Teaching Years.

(iii) If the Employee's Regular Appointment workload as determined under this Article is based on courses taught in more than one (1) Department, the Employee shall receive a Regular Appointment to teach a workload in each Department on a proportional basis. Where the proportional basis would result in partial course workloads in two (2) or more Departments, the Employee shall choose between the Departments with respect to that portion of the workload. In no circumstances will the total workload for an Employee in all Departments exceed the average number of courses taught by that Employee in the previous three (3) years, or best three (3) of four (4) years in the case of an Employee who received approved leave as noted above. The proportional workload received by Regular Appointment Employees who teach in more than one (1) Department shall be fixed at the proportion received at the time of initial appointment, unless the workload of the Regular Appointment in one of the Departments is reduced as per Article 5.11.1.

(iv) The minimum average workload for an Employee with a Regular Appointment shall be comprised of courses available to be taught during the Teaching Year by Part-time faculty after the allocation of courses to Full-time faculty is complete. Courses may be chosen from those previously taught by the Employee and/or that the Employee is qualified to teach in accordance with Article 5.01 (Criteria for Appointments) and shall be assigned by the appropriate Dean after application of Article 5.04.2. If two (2) or more Employees with Regular Appointments are qualified to teach a course in accordance with Article 5.01 (Criteria for Appointments), the course shall be assigned according to the Seniority Appointment Procedures (Article 5.04.10).

(v) Subject to Article 5.11, the Deans shall ensure that when courses are assigned to Full-time faculty, there are sufficient courses remaining that Regular Appointment Employees are qualified to

teach so that Regular Appointment Employees maintain their minimum average workload.

(vi) An Employee with a Regular Appointment may obtain a Full-time Limited-Term Appointment. At the conclusion of a Full-time Limited-Term Appointment, an Employee shall resume her or his Regular Appointment. When the Employee is being considered for course assignments covered by this Agreement, she or he shall be consulted on the assignment of her or his courses according to the allocation procedures in Article 5.04.2.

(vii) An Employee is not obliged to accept a Regular Appointment and may opt to teach the courses on a per course appointment basis in accordance with Articles 5.04.10 (Seniority Appointment Procedures) and 5.05 (PTAC Recommendation Procedures). The Regular Appointment Employee shall notify the appropriate Dean by January 31 if she or he opts to teach the courses on a per course appointment basis.

(viii) Where, after receiving a Regular Appointment, an Employee declines to work the minimum average workload under her or his Regular Appointment in a particular Teaching Year, the Employee shall not be assigned courses during the Regular Appointment course assignment process for that Teaching Year, but she or he may access unstaffed courses in accordance with Articles 5.04.10 (Seniority Appointment Procedures) and 5.05 (PTAC Recommendation Procedures). The Regular Appointment Employee shall notify the appropriate Dean by January 31 if she or he declines to work the minimum average workload under her or his Regular Appointment in a particular Teaching Year.

(ix) An Employee, who obtains a Full-time Limited-Term Appointment and subsequently returns to the Part-time unit, shall be able to count the teaching years and number of courses taught as a Full-time Employee toward the minimum average workload of the Regular Appointment (Article 4.02.1 d) (ii)).

(x) The Parties agree that credits for Regular Appointments shall be calculated from 1985.

ARTICLE 5 HIRING PROCEDURES FOR ACADEMIC APPOINTMENTS

5.01 Criteria for Appointments

5.01.1 The following outlines the criteria for consideration by the PTAC (Article 5.02) in making assessments of qualifications for internal appointments (Article 5.05.1) and external appointments (Article 5.05.2):

(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.

5.01.2 Seniority

5.01.2.1 The Parties agree that an Employee who has previously taught a course satisfactorily is deemed qualified to teach that course under Article 5.01.1.

5.01.2.2 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 (Professional Responsibilities and 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). If a six-credit hour course is divided into two (2) three-credit hour courses, the seniority for the six-credit hour course shall be divided equally between the two (2) three-credit hour courses. Where an Employee teaches part of a course, seniority shall be prorated in accordance with Article 5.07.4.1.

5.01.2.3 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.

5.01.2.4 Seniority shall not be lost or reduced for any reason except dismissal, resignation, or expiry of seniority as per Article 5.01.2.3. Seniority shall become effective subject to successful completion of the probationary period as per Article 4.02.1 a) (Schedule A Probationary).

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

5.01.2.6 Failure to finish an appointment due to illness, or injury, or where leave is authorized pursuant to Article 16, shall not result in loss of seniority for that course.

5.01.2.7 A Schedule A or a Regular Appointment Employee who has seniority, and who obtains a Full-time Limited-Term Appointment and 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.

5.01.3 Seniority List

The Deans shall maintain a seniority list for each Department. The list shall specify the Employee's name, overall University seniority, and course-specific seniority. The Deans 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 seniority list shall be used for all appointments issued after January 1 of the following year. The Union shall advise the appropriate Dean of any discrepancies by December 1.

5.01.4 If the Union fails to notify the appropriate Dean of any discrepancies by December 1, then any dispute arising from an error in the seniority list shall not be subject to grievance by the Union. If, subsequent to December 1, it is determined that a course for which a member was credited with seniority for purposes of Article 5.01.3 was not satisfactorily completed, the seniority list shall be adjusted and the seniority credit shall be reduced accordingly.

5.02 Part-time Appointments Committee (PTAC)

5.02.1 Each Department**,** Programme**,** or Subject Area with part-time course offerings shall have a Part-time Appointments Committee (PTAC). This Committee shall be composed of a minimum of three (3) Full-time Members from the Department**,** Programme, or Subject Area. The Department Chair**,** Programme Director**,** or Subject Area Coordinator may be a member of the PTAC, but does not have to be. In cases where it is not possible to have three (3) eligible Members, additional committee members shall be selected by agreement between the Department**,** Programme, or Subject Area and the appropriate Dean. The Union shall be informed by the appropriate Dean of the additional committee members that were selected.

5.02.2 The Committee's role shall be to ensure a fair assessment and appointment process for internal and external appointments. The Committee shall make recommendations on internal and external appointments to the appropriate Dean.

5.02.3 Written minutes of Committee meetings shall be kept by the Committee Chair and shall be made available upon request to the Employee, the Union, and the appropriate Dean.

5.03 Employment Equity

5.03.1 The Employer and the Union are committed to ensuring the full participation and advancement of groups that have been traditionally under-represented among faculty including women, aboriginal peoples, persons with disabilities and visible minorities.

5.03.2 The Employment Equity Report as per Article 6.08 of the Full-time Collective Agreement shall also include an annual profile of Part-time Employees.

5.04 Procedures

5.04.1 Following consultation between the appropriate Dean and the Department Chairs to develop the staffing allocation, the appropriate Dean shall communicate the annual staffing allocation to each Department Chair normally no later than January 31.

5.04.2 After being informed of the staffing allocation, in accordance with Article 5.04.1, and in preparation of the course timetable, by February 21 the Department Chair shall propose to the appropriate Dean which courses the Department shall be offering in the upcoming 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 appropriate Dean 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 appropriate Dean. The remaining courses on the list shall be identified as unstaffed courses.

5.04.2.1 In preparing the proposal for the Intersession and Summer Session timetable, the Department Chair shall send an email to all current Full-time and Part-time Members in her or his Department asking for expressions of interest in teaching in Intersession and Summer Session, with the proviso that there are no guarantees that requests will be granted. By October 22, the Department Chair shall forward to the Intersession Committee a list of courses the Department proposes to offer in the upcoming Intersession and Summer Session, along with the rationale for the proposed courses. The Intersession Committee shall review the lists of proposed courses and make recommendations to the appropriate Dean. The appropriate Dean shall finalize the list of course offerings and this list shall be sent to the Department Chair. The Department Chair shall return the list to the appropriate Dean identifying which courses are being taught by Full-time Members. The remaining courses shall be identified as Part-time courses and shall be staffed according to the provisions of this Agreement.

5.04.3 The Deans shall review the list of courses (staffed and unstaffed) and verify that the list is consistent with the staffing allocation.

5.04.4 Requests for courses, beyond those allocated by the Vice-President (Academic and Research) on an annual basis, shall be communicated by the Department Chair to the Vice-President (Academic and Research).

5.04.5 The decision of the Vice-President (Academic and Research) on such requests for additional courses shall be communicated in writing to the Department, with reasons in the event of a negative decision, within fifteen (15) Days of receiving the request.

5.04.6 The Department Chair shall provide the appropriate Dean 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, calendar 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

5.04.7 The Deans 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.

5.04.8 By March 31, Employees shall send a brief email to the appropriate Dean 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.

5.04.9 Failure by an Employee to provide email notification to the appropriate Dean 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 5.04.8.

5.04.9.1 Failure by an Employee to provide email notification to the appropriate Dean within five (5) Days after March 31 shall result in the course being offered to the Employee with the next most seniority who has expressed an interest in teaching it under Article 5.04.8.

5.04.9.2 If after the application of Article 5.04.9.1, no Employee who has seniority for a course has expressed a willingness to teach that course within five (5) Days of March 31, Article 5.05 (PTAC Recommendation Procedures) shall apply**.**

5.04.10 Seniority Appointment Procedures

Using the seniority list (Article 5.01.3) and expressions of willingness to teach (Article 5.04.8), and subject to Articles 5.04.9, 5.04.9.1, and 5.04.9.2**,** the Deans shall apply the following appointment procedures according to seniority:

5.04.10.1 An Employee who has seniority in the course or a substantially similar course (Article 5.01.2.2), and who has maintained satisfactory teaching performance under Article 8 shall be offered the appointment. If more than one (1) Employee has seniority for the course, the Employee who has accumulated the most course-specific seniority in that course shall be offered the appointment.

5.04.10.2 If two (2) or more Employees have equal seniority in the course, overall University seniority shall break the tie.

5.04.10.3 If two (2) or more Employees have equal seniority in the course and equal overall University seniority, the initial hire date shall break the tie.

5.05 PTAC Recommendation Procedures

5.05.1 If after the application of Article 5.04.10 (Seniority Appointment Procedures) there are additional unstaffed courses, the appropriate Dean shall authorize an internal competition for these courses. Employees may apply for an additional course(s) and, if they meet the criteria specified in Article 5.01.1 they shall be considered qualified and shall be recommended. In the event that there are two (2) or more qualified Employees, the following process shall be applied:

(i) Where two (2) or more qualified Employees apply for an additional course, the Employee with the most overall University seniority shall be offered the appointment.

(ii) Where two (2) or more qualified Employees have the same overall University seniority, the initial hire date shall break the tie.

(iii) Where two (2) or more qualified Employees have the same level of overall University seniority and have the same initial hire date, and one (1) of those Employees has self-identified as being a member of a group that is under-represented (Article 5.03.1) then, all else being equal, the member of the under-represented group shall be offered the appointment. Whether a group is found to be under-represented shall be determined based on the data from the Employment Equity Report (Article 5.03.2).

5.05.2 If after the application of Article 5.05.1 there are additional unstaffed courses, the appropriate Dean shall authorize an external competition which shall accept applications from within and outside of the University. External advertisements shall require applicants to submit a curriculum vitae, teaching dossier, and any other relevant documentation and shall specify an application deadline.

5.05.3 Upon receipt of applications, the Department Chair shall arrange for the PTAC to consider all of the applications, following which an interview will be held with one (1) or more candidates. Within fifteen (15) Days of the deadline for application, and following majority approval by the PTAC, the Department Chair shall, in writing, propose a recommendation to the appropriate Dean. The recommendation shall include evidence that the candidate meets the qualifications specified in the job advertisement and meets the criteria as established in Article 5.01.1.

(i) Where there are two (2) or more qualified external candidates and one (1) of those external candidates has self-identified as being a member of a group that is under-represented (Article 5.03.1) then, all else being equal, the member of the under-represented group shall be offered the appointment. Whether a group is found to be

under-represented shall be determined based on the data from the Employment Equity Report (Article 5.03.2).

5.05.4 The decision on appointments shall be made by the appropriate Dean who shall not unreasonably reject the recommendation by the Department. The appropriate Dean shall make the decision to accept or reject the Department's recommendation within a reasonable period of time. If the appropriate Dean 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 appropriate Dean 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).

5.06 Appeals Process

5.06.1 When a Member is deemed unqualified to teach a course by the Department under Article 5.05.1, the Department shall so inform the appropriate Dean 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. At the same time, the Department shall inform the Member in writing of its decision to deem the Member unqualified to teach a course, along with reasons for the decision as well as minutes of the PTAC (Article 5.02.3) and provide notice of the Appeals Process. The appropriate Dean shall ensure that the name of the recommended candidate is posted. Any Member deemed unqualified to teach the course by the Department shall have ten (10) 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.

5.07 Letter of Appointment

5.07.1 The appropriate Dean shall provide each Employee with a Letter of Appointment, designating the terms and conditions of that appointment, and shall provide the Union with a copy thereof. A paper copy of the Letter of Appointment shall be sent to each Employee's mailing address and a scanned copy of the letter in portable document format (PDF) shall be sent to her or his email address. The Letter of Appointment shall also indicate whether the appointment is a Schedule A Appointment, Schedule B Appointment, or Regular Appointment.

5.07.1.1 The Schedule B Appointment letter shall state the designated percentage of a full-time workload. The Schedule B Letter of Appointment shall include the Employee's remuneration, course name(s), rank, dates of employment (commencement and completion), and any special conditions which apply to the Employee. The Letter of Appointment shall stipulate that the appointment is subject to this Agreement.

5.07.1.2 The Regular Appointment Letter of Appointment shall state the stipend level, the rank, the average workload as determined under Article 4.02.1 d) (ii), beginning date of the appointment, and any special conditions which apply to the Employee. The Letter of

Appointment shall stipulate that the appointment is subject to this Agreement.

5.07.1.3 The Schedule A Letter of Appointment shall include the Employee's stipend level, course name(s), rank, dates of employment (commencement and completion), and any special conditions which apply to the Employee. The Letter of Appointment shall stipulate that the appointment is subject to this Agreement.

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5.07.2 On or before April 30, the appropriate Dean shall provide each Employee for whom a course(s) has been assigned, approved, and/or accepted as of that date a Letter of Appointment designating the terms and conditions of that appointment. Additional Letters of Appointment shall be issued if additional courses are assigned, approved, and/or accepted after that date.

5.07.3 Any Additional Duties as per Article 9.05.6 beyond those associated with teaching a course or courses, and the remuneration for these duties, shall be stipulated in a separate contract of employment.

5.07.4 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.

5.07.4.1 Where an Employee teaches part of a course, the stipend shall be prorated as follows:

(i) For a course taught over the complete Fall or Winter semester, the number of weeks of the Employee's contract as a proportion of seventeen (17) weeks.

(ii) For a course taught over the entire Teaching Year, the number of weeks of the Employee's contract as a proportion of thirty-four (34) weeks.

(iii) For courses taught over fewer than seventeen (17) weeks, the number of days taught by the Employee as a proportion of the total number of teaching days for the course

5.07.5 Each Letter of Appointment shall identify the website address(es) where the FAUST Faculty Handbook and the Collective Agreement are located. A hard copy of the Collective Agreement shall be provided to an Employee upon request from that Employee.

5.07.6 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 University website and the Employee's name shall be added to the timetable.

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

5.09 Reassignment of Part-time Courses to a Full-time Position

If courses taught by an Employee are reassigned to a full-time position at the time the position is posted, the Employee shall have the right to apply for the full-time position if she or he has the qualifications specified in the advertisement. Notwithstanding Article 6.05.3 of the Full-time Agreement, if the Employee is not placed on the short-list to be interviewed for the appointment, the Vice-President (Academic and Research), upon application by the Employee and upon reasonable grounds, may direct that the Employee be interviewed for the appointment. For Regular Appointment Employees who are not hired for the full-time position, Article 5.11.6 shall apply.

5.10 Rank

5.10.1 Rank shall be designated by the Employer as one of:

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

5.10.2 Appointments made by the Employer of Part-time Employees shall normally be at the rank of Lecturer.

5.10.3 Part-time faculty with a Ph.D. or equivalent, as determined by the Committee on Appointments, Promotion, and Tenure (CAPT), shall be appointed at the rank of Assistant Professor.

5.10.4 All Part-time Employees who hold or who formerly held a specific rank as a Full-time or Part-time Employee, either at St. Thomas University or another University recognized by the Employer, shall retain that rank.

5.11 Lay-off and Recall Procedures – Regular Appointments

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

(i) shortage of operating funds;
(ii) a decline in University or departmental enrollment;
(iii) changes in course enrollment;
(iv) changes to departmental curriculum authorized by Senate and/or the Senate Curriculum Committee that make it not possible for the appropriate Dean to assign the minimum average workload to a Regular Appointment Employee;
(v) appointment of a new Full-time Employee (Article 5.09); and
(vi) the normal changes in course offerings associated with a pattern of course rotation.

5.11.1.1 If the Employer declares that bona fide reasons exist requiring a reduction in the workload of a Regular Appointment Employee, then the

Employer shall communicate in writing to the Union, the Department and the Employee all of the reasons for which the decision to reduce was made.

5.11.2 Where Article 5.11.1 applies, the Employer shall issue an invitation to all Employees within the Department to volunteer to accept a reduction in workload or lay-off. The Union shall receive a copy of the invitation at the same time as it is issued to the Employees. The invitation will be open for 48 hours only to allow the Regular Appointment course allocation process to be completed in a timely fashion. Any voluntary reductions or lay-offs shall be factored into the course allocation procedures set out in 5.11.3. Employees who have volunteered to accept a reduction in workload only will continue to receive their remaining course allocation in order of seniority as set out in 5.11.3. If, after the allocation of courses under 5.11.3, there remain courses available that an Employee who volunteered to accept a reduction in workload or lay-off is qualified to teach, the Employee shall be offered the opportunity to teach those courses, in order of seniority, before the courses are released to the Seniority Appointment Procedures (Article 5.04.10). The Union shall have the right to consult with an Employee prior to voluntary reduction or lay-off.

5.11.3 If voluntary reduction or lay-off is insufficient to avoid the need for involuntary reductions or lay-offs pursuant to Article 5.11.1, then reductions and/or lay-offs shall be imposed by the Employer in accordance with the following procedures:

5.11.3.1 Subject to Article 5.11.3.3, the Regular Appointment Employee with the least seniority for courses within the Department shall have her or his minimum average workload reduced for the reasons outlined in Article 5.11.1.

5.11.3.2 Subject to Article 5.11.3.3, if the reduction in workload of the Regular Appointment Employee identified under Article 5.11.3.1 is insufficient to address the reasons in Article 5.11.1, she or he may be laid off.

5.11.3.3 Where an Employee in a Department or Programme has been identified under Articles 5.11.3.1 or 5.11.3.2 and the remaining Employees in the Department or Programme do not have the necessary qualifications as per Article 5.01 (Criteria for Appointments) to teach the remaining courses, the provisions of Articles 5.11.3.1 and 5.11.3.2 shall not apply to the Employee identified, and the next least senior Regular Appointment Employee shall have her or his workload reduced or be laid off in accordance with this Article.

5.11.3.4 The procedures in Articles 5.11.3.1 through 5.11.3.3 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 5.11.1 is satisfied.

5.11.3.5 If an issue arises as to whether an Employee is qualified to teach a course under Article 5.11.3.3, the PTAC (Article 5.02) 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.

5.11.3.5.1 In the event the process set out in Article 5.11.3.5 is invoked by an Employee, all subsequent time limits for course allocations within the affected Department shall be extended accordingly.

5.11.4 An Employee shall be notified in writing stating the reason(s) for the reduction in workload or lay-off. The Union shall also receive a copy of this notice. The Employee shall be notified of any pending reduction or lay-off under this Article four (4) months in advance of the Teaching Year in which the reduction or lay-off will take effect.

5.11.5 In the event that a Regular Appointment Employee is laid off under this Article, the Employer shall place a letter in the Employee's Personnel File stating that the Employee was laid off, and not dismissed under Article 10 (Discipline).

5.11.6 Where there have been workload reductions or lay-offs under this Article and a course becomes available, the most senior qualified Regular Appointment Employee who had her or his workload reduced or was laid off shall have right of first refusal for that course. If additional courses become available, the right of first refusal shall be applied in reverse order of workload reduction and/or lay-off.

5.11.7 If a course(s) assigned to a Regular Appointment Employee is cancelled, Article 9.02 (Course Cancellation) shall apply. In addition, the affected Employee shall have a right of first refusal for a course(s) that becomes available after the cancellation on the same terms as Article 5.11.6.

ARTICLE 6 PROMOTION

6.01 An Employee may apply for promotion in rank by submitting a complete application to the Department Chair on or before September 30 for promotion to Professor, and October 31 for promotion to Assistant or Associate Professor.

6.02 Promotion in Rank

Procedures for the promotion of Part-time Employees shall be those specified in Articles 8 (Renewal, Promotion, and Tenure) and 9 (Procedures for Renewal, Promotion, or Tenure) of the Full-time Agreement.

6.02.1 For Part-time Employees, the Length of Service criterion for promotion to the rank of Associate Professor as outlined in Appendix E (Statement of Standards) of the Full-time Agreement shall be at least four (4) consecutive years of university faculty membership and a minimum total of sixty (60) credit hours taught during the period of the four (4) consecutive Academic Years.

6.02.2 For Part-time Employees, the Length of Service criterion for promotion to the rank of Professor as outlined in Appendix E (Statement of Standards) of the Full-time Agreement shall be:

a) at least ten (10) consecutive years of university faculty membership and a minimum total of one hundred and fifty (150) credit hours taught during the period of the ten (10) consecutive Academic Years; or,

b) at least five (5) consecutive years of university faculty membership in the rank of Associate Professor and a minimum total of seventy-five (75) credit hours taught during the period of the five (5) consecutive Academic Years in the rank of Associate Professor.

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) 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 information as per the Employee's request. If the Director of Human Resources denies the remedy requested by the Employee, the Director shall communicate that decision to the Employee in writing and state the reasons for the denial within ten (10) Days of rendering the decision.

7.01.4 In the event of a grievance, the grievor shall have access in the manner indicated in Article 11.01.3 to the Personnel File.

7.02 Academic File

7.02.1 The Academic File shall contain only the letter of appointment, documents related to academic leave and/or promotion, and documents specifically authorized for inclusion under this Agreement. Academic leave is limited to leave without pay for academic reasons. Documents pertaining to other leaves shall be contained in the Personnel File. Only the Employee or duly authorized representatives of the

Employer may add materials to the Academic File. The Academic File shall be stored in the office of the Vice-President (Academic and Research), who shall be responsible for ensuring that only authorized documentation is placed on the file.

7.02.1.1 The Academic File shall also contain reviews of teaching performance conducted by the departmental Review Committee (Article 8.05.3). The Academic File shall also contain final records of discipline when the discipline is pertinent to the relevant criteria for promotion (Article 6); any other records of discipline shall be placed in the Personnel File. These documents shall remain strictly confidential to the Employer and the Employee, subject to Article 11.01.3.

7.02.2 When applying for promotion an Employee shall, on or before the date specified in Full-time Agreement (Article 9.01), submit an application, including, in accordance with Appendix E (Statement of Standards) of the Full-time Agreement, evidence of academic credentials, a curriculum vitae, teaching portfolio, evidence of scholarly contributions, and other supporting documentation.

7.02.3 After submission to the Departmental Chair no documentation may be added to or removed from the Employee's application, except by the Employee, without two (2) weeks written notice to the Employee and the written consent of the Employee. Additional materials from sources other than the Employee shall be accompanied by a signed letter from the Employee stating her or his consent to the addition or they shall not be included.

7.02.4 In accordance with Article 9.02.6 of the Full-time Agreement, the Chair of the Departmental Committee shall provide the written Departmental report and recommendation to the Vice-President (Academic and Research) and, at the same time, provide a copy to the Employee. The Vice-President (Academic and Research) shall add the written Departmental report and recommendation to the application.

7.02.5 In accordance with Article 9.03.6 of the Full-time Agreement, the Secretary of CAPT shall provide the written recommendation and statement of reasons of CAPT to the Vice-President (Academic and Research) and, at the same time, provide a copy to the Employee. The Vice-President (Academic and Research) shall add the written recommendation and statement of reasons of CAPT to the application.

7.02.6 Upon completion of the procedures under Article 9 of the Full-time Agreement, the application shall be returned to the Employee, except the curriculum vitae, the report and recommendation from the Departmental Committee and the recommendation and written reasons from CAPT, and the President's decision, all of which shall be added to the Academic File.

7.02.7 The President, Vice-President (Academic and Research), and appropriate Dean 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 Only the Employee or duly authorized representatives of the Employer may have access to the Academic File. The Employer shall keep a record in each Academic File of those individuals who have consulted or added materials to the Academic

File, the date on which the file was consulted or had materials added to it, and the title under which the individual consulted the Academic File or added materials to it.

7.02.9 An Employee shall have access to her or his Academic File during normal business hours, and in the presence of the Vice-President (Academic and Research) or a person appointed by the Vice-President (Academic and Research) for this purpose, and shall not be allowed to remove the Academic File or any part thereof from the office of the Vice-President (Academic and Research). The Employee may, upon written request to the Vice-President (Academic and Research), obtain a copy of any document in her or his Academic File.

7.02.10 The Employee shall have the right to make relevant additions to her or his Academic File.

7.02.11 Material may be removed from the Employee's Academic File only by mutual agreement between the Employee and the Vice-President (Academic and Research), or as authorized by this Agreement. An Employee who believes her or his Academic File contains erroneous, inaccurate, inadequate, or irrelevant information may include in the Academic File written comments pertaining to the accuracy, relevance, meaning or incompleteness of the contents of the Academic File. In addition, the Employee may apply to the Vice-President (Academic and Research) to have that material removed, supplemented or corrected. In the event of alleged distortion the Employee shall have the right to provide additional material for inclusion in her or his file. Such requests shall be made in writing to the Vice-President (Academic and Research) and shall be accompanied with reasons why the material is erroneous, inaccurate, inadequate or irrelevant. Such requests shall not be arbitrarily denied. If the Vice-President (Academic and Research) determines that the material should be removed, supplemented or corrected, then the material shall be removed, supplemented or corrected within ten (10) Days of receipt of the Employee's request. If the Vice-President (Academic and Research) determines that the material should not be removed, supplemented or corrected, he or she shall communicate that decision to the Employee in writing and state the reasons for the decision within ten (10) Days of receipt of the Employee's request.

7.02.12 The Vice-President (Academic and Research), the appropriate Dean and the President shall have access to an Employee's Academic File for the purpose of assessing an Employee for promotion or leave of absence without pay. To assist CAPT in making its recommendation, the appropriate Dean may inform the other members of CAPT of any information contained in the Academic File, other than final records of discipline or confidential medical information. The President may rely on all information contained in the Academic File and application in making his or her decision regarding promotion. If the President rejects the CAPT recommendation as a result of information contained in the Academic File that was not disclosed to CAPT, including information regarding discipline and / or confidential medical information, he or she may advise CAPT of that fact.

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 EVALUATION

8.01 The Parties agree that reviews of teaching performance serve to ensure a high quality of instruction for students and promote continued growth and confidence in teaching.

8.02 Review Committee

8.02.1 Reviews of teaching for Employees shall be conducted by the Department Chair and one other tenured/tenure track member of the Department. In cases where the Department does not have sufficient numbers of tenured/tenure track members to meet this requirement, additional reviewers shall be selected by agreement between the Department and the appropriate Dean.

8.02.2 It is the responsibility of the reviewers to declare cases of conflict of interest. Where one or both declares a conflict of interest, alternate reviewers shall be selected by agreement between the Department and the appropriate Dean.

8.02.3 The Department Chair shall notify the Employee of the list of reviewers. Where the Employee perceives a conflict of interest, the Employee shall state the reasons for the conflict of interest in writing to the appropriate Dean within five (5) Days of receipt of the notification. If the appropriate Dean deems the conflict of interest to exist, an alternate reviewer(s) shall be selected by agreement between the Department and the appropriate Dean.

8.03 Relevant Considerations for the Review of Teaching Performance

8.03.1 Considerations for determining whether teaching performance is satisfactory or unsatisfactory include:

(a) command over subject matter;
(b) familiarity with recent developments in subject areas;
(c) class preparedness;
(d) course content and material; and
(e) the elements of Article 9.05 (Professional Responsibilities and Workload).

8.04 Schedule of Reviews

8.04.1 Teaching reviews for Employees shall be conducted according to the following schedule:

(a) at the conclusion of a Schedule A Probationary period, as specified in Article 4.02.1 a);
(b) within the twelve (12) month period prior to the start of a Regular Appointment, as specified in Article 4.02.1 d) (i);
(c) every five (5) years after the initial appointment, unless more frequent reviews are warranted.

The need for more frequent reviews shall be determined through consultation between the appropriate Dean, the Chair, and the Employee.

8.05 Procedures for Reviews

8.05.1 The Employee and the Department Chair shall be notified by the appropriate Dean eight (8) weeks in advance of the date when the review of the Employee's teaching performance is to be completed. Such notification shall include reference to Article 8.03 (Relevant Considerations for the Review of Teaching Performance), Article 8.05.2, and Article 9.05 (Professional Responsibilities and Workload).

8.05.1.1 With the agreement of the Union and the Employee, the notification period in Article 8.05.1 may be abridged if necessary in order to allow an Employee to be considered under the Regular Appointment (Article 5.04.2) or the Seniority Appointment Procedures (Article 5.04.10) course assignment procedures.

8.05.2 The Employee shall submit a teaching portfolio to her or his Department Chair. Documents that may be included in a teaching portfolio include those listed below, and others deemed appropriate by the Employee. It is the responsibility of the Employee to submit sufficient supporting materials to establish that her or his teaching performance has been satisfactory with respect to the Relevant Considerations for the Review of Teaching Performance (Article 8.03.1).

No materials can be added following submission of the teaching portfolio without the Employee's written consent to their addition. The Employee may include the following in the teaching portfolio:

(a) Course descriptions, syllabi, bibliographies or other material distributed in courses;
(b) Material descriptive of courses submitted to other bodies (e.g., Departmental or University curriculum committees);
(c) Explanatory material about aims and methods of teaching written and submitted by the Employee;
(d) Letters of reference from colleagues, supervisors, or unsolicited letters from students;
(e) 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;
(f) Publications, conference presentations, workshops or seminars conducted on teaching.

8.05.3 The Department Chair shall submit a written review of teaching performance to the appropriate Dean for inclusion in the Academic File with a copy to the Employee specifying whether the Employee's teaching performance has been satisfactory or unsatisfactory. In the case of an unsatisfactory review, an Employee may submit a written response to the Department Chair's 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.

8.06 Unsatisfactory Teaching Performance

8.06.1 Where a review conducted under Articles 8.04 (Schedule of Reviews) and 8.05 (Procedures for Reviews) results in a determination that an Employee's teaching performance is unsatisfactory, then the appropriate Dean shall write a report with reasons stating her or his agreement or disagreement with the Department Chair's review. The Dean's report shall be copied to the Employee and included in the Employee's Academic File (Article 7.02).

8.06.2 If the Dean agrees that the Employee's teaching performance is unsatisfactory, the Dean, in consultation with the Employee and the Employee's Department Chair, shall develop a teaching performance plan that specifies reasonable goals and strategies to achieve improvement in the Employee's teaching performance. The plan shall specify the course(s) for which the plan is developed. The Dean shall provide the Employee with a copy of the plan.

8.06.3 The Dean and Department Chair shall meet with the Employee at least once per semester to discuss progress toward satisfying the teaching performance plan. The Dean shall keep written minutes of the meetings and provide a copy of the minutes to the Employee.

8.06.4 Following completion of the teaching performance plan, the Dean shall issue a written report stating with reasons whether the Employee has achieved the goals of the plan for the course(s) specified under Article 8.06.2.

8.06.4.1 If the Dean determines that the Employee has met the objectives of the plan for the course(s) specified in Article 8.06.2, the Employee's teaching performance shall be deemed satisfactory for the course(s). A copy of the Dean's report shall be copied to the Employee and included in the Employee's Academic File (Article 7.02).

8.06.4.2 If the Dean determines that the Employee has not achieved the objectives of the plan for a course(s), the Dean may, in consultation with the Employee and Department Chair, develop a subsequent teaching performance plan, subject to the procedures in Articles 8.06.2 and 8.06.3.

8.06.4.3 If the Dean decides not to develop a subsequent teaching performance plan for a course(s),

(i) she or he shall issue a written report with reasons for the decision and provide a copy to the Employee and the Union. A copy of the report shall be included in the Employee's Academic File (Article 7.02). The Employee may submit a written response to the Dean's report for inclusion in the Academic File.

(ii) the Employee shall not be eligible to teach the course(s) that was the subject of the unsatisfactory review unless and until she or he demonstrates to the satisfaction of the Vice-President (Academic and Research) that her or his teaching performance deficiencies have been corrected, in which case the Employee shall be eligible to teach the course(s) that was the subject of the unsatisfactory

review in accordance with the Seniority Appointment Procedures in Article 5.04.10.

8.06.5 Notwithstanding Article 8.06.4, the Employee may apply to teach the course(s) under Article 5.05.2.

ARTICLE 9 TERMS AND CONDITIONS OF EMPLOYMENT

9.01 Appointment Period

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

9.02 Course Cancellation

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

9.03 Class Size

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

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

9.03.3 The Deans shall provide annually a report to Senate on average class sizes, by Department and programme. The Employer shall 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 shall not be included in the calculation of average class size.

9.04 Course Assignments and Scheduling

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

9.04.2 Department Chairs shall consult Employees in the development of the Department proposal for course scheduling. Courses shall only be scheduled in the approved timeslots for classes in the University's annual timetable.

9.05 Professional Responsibilities and Workload

9.05.1 It is understood that Employees as scholarly and professional academics have certain rights, duties, and responsibilities in accordance with this Agreement which derive from their appointment pursuant to Article 4, and which reflect the rightful expectations of the University regarding their employment.

9.05.2 The following elements constitute a Part-time Employee's workload: course preparation; teaching; student consultation; grading and marking; distribution of student-evaluation questionnaires; and other duties appropriate to course instruction, delivery, and evaluation of students.

9.05.2.1 Employees shall submit final grades to the Registrar's Office on or before the following deadlines:

(i) for the Teaching Year, within seven (7) Days of the final day of the exam schedule;

(ii) for Intersession and Summer Session, within seven (7) Days of the last scheduled day of classes.

9.05.2.2 If an Employee is unable to meet these deadlines, the Employee shall notify, in advance and in writing, her or his Chair and the appropriate Dean stating the reasons for any such difficulty, and shall consult with the appropriate Dean to determine a new timeline for the submission of final grades that will minimize the effect of the delay on students.

9.05.3 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.

9.05.4 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.

9.05.5 Student consultation shall include being available for a reasonable amount of time for consultation about the course outside scheduled contact hours.

9.05.6 Additional Duties

9.05.6.1 In accordance with Article 5, 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 5.07.3. 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.

9.06 Teaching Resources

9.06.1 The Employer shall provide appropriate resources and services to support Part-time Employees in course instruction.

9.06.2 Office Space

9.06.2.1 The Employer shall ensure that adequate space is available throughout the campus for course preparation and 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 new 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 three (3) new standard model computers renewed every four (4) years, three (3) desks, and access to filing cabinets and telephones.

9.06.2.2 Electronic files and other materials stored on the network shall remain available for at least one (1) year after the termination of the Employee's contract. Employees shall be provided with twenty (20) Days notification by the University prior to the removal of their electronic materials stored on the network.

9.07 Release of Student Information

The Employee shall not reveal information about students whether concerning their academic progress, their personal life or other personal information without the expressed consent of the student except in the normal provision of grades or references within St. Thomas University or unless the safety of an individual is in question. Employees who reveal such information without the expressed consent of the student may be subject to disciplinary action as outlined in Article 10.

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 appropriate Dean 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 Employer Responsibilities

9.10.1 The Employer has the obligation to provide a safe and secure working environment. The Employer is responsible for maintaining an orderly and productive academic environment which fosters the dissemination of knowledge through effective teaching. Where required by this Agreement, the University shall also facilitate and support research, scholarship, and creative work by Employees.

9.10.2 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 provided through or approved in advance by the Employer.

ARTICLE 10 DISCIPLINE

10.01 Disciplinary action shall be taken only for just and sufficient cause. Only the President and the Vice-President (Academic and Research) 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) Days of the date the President or Vice-President (Academic and Research) 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) Days. The Union shall not unreasonably reject the Employer's request.

10.02.1 The President or the Vice-President (Academic and Research) 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 Research) 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) Days the President or the Vice-President (Academic and Research) 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.

10.02.5.3 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.

10.02.5.4 The Union has the option of choosing expedited arbitration or regular arbitration. In the event of expedited arbitration, the Employee shall continue to receive her or his 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 her or his 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 her or his duties.

10.03 If disciplinary procedures are in progress at the same time as an Employee is being considered for promotion, either the Employer or Employee may request that the promotion process be deferred until the disciplinary process has been concluded.

10.04 Failure of the Union to grieve a letter of reprimand or warning shall not be deemed to be an admission of the validity of the reprimand or warning.

10.05 Any record of discipline shall be removed from the Employee's Personnel File, and her or his Academic File if it has been placed there in accordance with Article 7.02.1.1, after a period of twenty-four (24) months from the date of the alleged infraction provided that no subsequent infractions have been proven within that period.

10.06 Harassment and Discrimination

Harassment and discrimination may be the subject of discipline in accordance with the University's Harassment and Discrimination 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) Days of the event giving rise to the potential grievance, or within fifteen (15) 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) Days after notification of the event.

(c) The Employer shall file a grievance according to procedures outlined in Article 11.07 within thirty (30) 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) 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) Days following the receipt of the grievance, the Vice-President (Academic and Research) 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 and Research) within ten (10) Days of the meeting at which the settlement was reached.

(d) In the event the Union representative and the Vice-President (Academic and Research) cannot resolve the grievance within ten (10) Days of the meeting(s) specified in (b), the Vice-President (Academic and Research) 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.

11.08 Arbitration Procedures

11.08.1 Notification of Arbitration

The Union or the Employer may, within fifteen (15) Days of receiving the response specified in Article 11.07(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.

11.08.1.1 As an alternative to the arbitration process set out in Article 11.08.1 and/or the arbitration process set out under the Industrial Relations Act, the Parties may mutually agree in writing to submit a grievance to an expedited arbitration process to allow the grievance to be decided by a single arbitrator within a defined time period.

11.08.2 Appointing an Arbitrator

(a) Normally there shall be a single arbitrator except in cases involving dismissal or failure to renew probationary appointments or denial of tenure when an arbitration board must be used or by mutual agreement between the Parties to appoint an arbitration board. The arbitrator shall be chosen by mutual agreement between the Parties. Should the Parties fail to agree on an appointment of an arbitrator within ten (10) Days of receipt of the notice specified in Article 11.08.1, the arbitrator shall, upon request of

either Party, be appointed by the Minister 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.

11.08.3 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) 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.

11.08.4 Arbitration Hearing

(a) The arbitrator or arbitration board Chair shall commence hearings and shall notify the Parties concerned of the place, date and time of the hearings.

(b) If the arbitration is on behalf of an individual or group they shall have the right to attend all arbitration hearings.

(c) Both Parties shall have the right to present evidence and to call witnesses before the board and to cross-examine other witnesses.

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

11.08.5 Arbitration Decision

(a) The arbitrator or arbitration board shall render its decision and make that decision known to the Parties concerned as soon as possible, in any event, no later than two (2) months following completion of hearings. In the case of an arbitration board, the decision of the majority shall be the decision of the arbitration board and, where there is no majority decision, the decision of the Chair shall be the decision of the board.

(b) The decision of the arbitrator or the arbitration board shall be final, binding and enforceable on both Parties to the Agreement, provided that the arbitrator or the arbitration board shall not have the power to alter, add to, modify or amend the Agreement in any respect whatsoever.

11.08.6 Arbitration Costs

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

ARTICLE 12 SALARIES AND ALLOWANCES OF EMPLOYEES

12.01 Course Stipends

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

12.01.2 Where an Employee teaches part of a course, the stipend shall be prorated in accordance with Article 5.07.4.1. If an Employee is asked to teach a course on an immediate and unanticipated basis, the appropriate Dean shall consult with the Employee and shall determine the number of classes, if any, that shall be cancelled in order to provide the Employee with sufficient time to prepare to teach the course. The Employee shall be paid during the preparation period as though the Employee had taught the cancelled class(es).

12.01.3 An Employee who, at the request of the Department Chair and with the written approval of the appropriate Dean, supervises an Honours thesis shall receive a stipend in the amount of one and one half (1.5) percent of the Assistant Professor salary floor and seniority credit for teaching one-third (1/3) of a three (3) credit hour course. There shall be no requirement to post such a position.

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, 2016 1.15%
(b) Effective July 1, 2017 1.15%
(c) Effective July 1, 2018 1.20%

12.03 Schedule B Appointments

12.03.1 Floors and Ceilings

Employees appointed under Schedule B shall receive a minimum salary calculated on the basis of the salary floor for the appropriate rank multiplied by the Employee's designated percent of a full-time workload. Employees appointed under Schedule B shall receive a maximum salary calculated on the basis of the salary ceiling for the appropriate rank multiplied by the Employee's designated percent of a full-time workload. Salary floors and ceilings for Full-time faculty are shown in Appendix D.

12.03.2 Cost of Living Adjustment

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

12.03.3 Career Progress

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

ARTICLE 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 26th 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.

13.05 Health Spending Allowance

13.05.1 A Health Spending Allowance equal to $120.00 for each three (3) credit-hour course taught shall be made available to all Schedule A and Regular Appointment Employees. Where an Employee teaches part of a course, the Health Spending Allowance shall be prorated in accordance with Article 5.07.4.1.

13.05.2 The Health Spending Allowance shall be used by an Employee only for health expenses.

13.05.3 Upon submitting original receipts, the Employee shall be reimbursed for *bona fide* expenses, up to the maximum available.

13.05.4 Health Spending Allowances shall be used during the Academic Year in which the allowance is made available. Unused balances may be carried forward for a maximum of one (1) Academic Year. Enquiries on the allowance may be made through the University's Department of Human Resources.

13.05.5 The Health Spending Allowance is disbursed in accordance with the St. Thomas University Health Spending Account Policy as found on the University website under the Benefits and Pension section of Human Resources.

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ARTICLE 14 PROFESSIONAL DEVELOPMENT REIMBURSEMENT

14.01 A Professional Development Reimbursement account shall be made available to all Schedule B Employees. The Professional Development Reimbursement account shall be calculated by multiplying the Schedule B Employee's designated percent of a full-time workload in July of each year by the Professional Development Reimbursement account of Full-time Employees as per Article 20.02 of the Full-time Collective Agreement.

14.02 The Professional Development Reimbursement account may be used by an Employee for travel expenses related to scholarly purposes, and for expenses related to research and study.

14.03 Upon submission of original receipts, the Employee shall be reimbursed for *bona fide* expenses, up to the maximum available in accordance with Articles 14.01 and 14.04.

14.04 An Employee who does not use the full amount of her or his Professional Development Reimbursement account in any one (1) Academic Year may carry forward the balance into the next Academic Year. The maximum that may be carried forward shall be equal to the Professional Development Reimbursement account for one (1) Academic Year.

14.05 Materials purchased by Employees under this Article shall be owned by the University; however, such materials may remain in the custody of the Employee for her or his own use in teaching and/or research.

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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 shall be made available to all Schedule A and Regular Appointment Employees. Where an Employee teaches part of a course, the Teaching Enhancement Allowance shall be prorated in accordance with Article 5.07.4.1.

15.02 The teaching enhancement allowance may be used by an Employee for expenses related to teaching enhancement.

15.03 Upon submitting original receipts, the Employee shall be reimbursed for *bona fide* expenses, up to the maximum available.

15.04 Teaching enhancement allowances shall be used during the Academic Year in which the allowance is made available. Unused balances may be carried forward for a maximum of one (1) Academic Year. Enquiries on the Allowance may be made through the University's Financial Services Office.

15.05 Materials purchased by Employees under this Article shall be owned by the University; however, such materials may remain in the custody of the Employee for her or his own use in teaching.

15.06 Support for External Research Funding

Although the terms and conditions of employment of Part-time Employees, appointed under a Schedule A or Regular Appointment, do not require these Employees to carry out research, scholarly activity or University service, the University recognizes that some Employees, outside their employment responsibilities, may wish to seek external research funding. To assist with these endeavours, the University agrees to make every effort to provide support on the same basis that Full-time faculty members' applications are supported, and agrees to administer grants under the terms required by the granting agencies.

15.07 Research Fund

The Employer shall provide a Research Fund of $10,000 for Part-time Employees in each Academic Year. All Employees shall be eligible to apply for allocations from this fund in accordance with the policies and procedures developed by the Vice-President (Academic and Research) in consultation with the Senate Research Committee.

15.07.1 In the event that the fund is not fully allocated annually, the unallocated amount shall be carried forward and shall be added to the next year's fund.

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 academic duties shall advise the appropriate Dean who shall, notwithstanding Articles 4.02 and 9.03, arrange for the Part-time Employee's duties to be covered, if possible.

16.01.2 The University shall recognize sick leave without loss of salary for Employees as follows:

(i) For Schedule A Probationary Employees, a maximum of one (1) week per semester during an Academic Year.

(ii) For Schedule A Employees, a maximum of one (1) week per semester during an Academic Year. In addition, Schedule A Employees shall be granted, on a one (1) time basis, sick leave without loss of salary for up to three (3) weeks if, as certified by a physician, the Employee cannot accept or carry out her or his duties for health reasons.

(iii) For Regular Appointment Employees, a maximum of one (1) week per semester during an Academic Year. In addition, Regular Appointment Employees shall be granted, for up to a maximum of two (2) times, sick leave without loss of salary for up to three (3) weeks if, as certified by a physician, the Employee cannot accept or carry out her or his duties for health reasons.

(iv) For Schedule B Employees, a maximum of six (6) weeks per semester during an Academic Year.

16.01.3 The University reserves the right to require a certificate signed by a legally qualified medical practitioner attesting to the incapacity of any Employee seeking sick leave. Such a certificate shall be required in the case of any illness that exceeds ten (10) calendar days.

16.01.4 If an Employee who has been receiving sick leave benefits because of an accident subsequently receives compensation in a claim settlement covering the amount of pay for time lost from work, such compensation up to the amount expended by the University, will be paid to the University.

16.01.5 In accordance with Article 5.01.2.3, all rights under the Collective Agreement, including benefits and seniority, shall be maintained during sick leave.

16.01.6 Prior to a return to work, the Employer may require the Employee on sick leave to provide the appropriate Dean with medical evidence from a legally qualified medical practitioner of her or his ability to resume teaching responsibilities.

16.02 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 appropriate Dean 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.

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 appropriate Dean.

16.04 Maternity, Parental and Adoption Leave

16.04.1 Maternity Leave

Upon request by an Employee, the University shall grant unpaid maternity leave consistent with the *Employment Standards Act of New Brunswick*. The Employee will advise the appropriate Dean in writing of the expected date of delivery, and of her intention to take maternity leave including the anticipated commencement date and duration of such leave as early as possible.

16.04.2 Parental and Adoption Leave

Upon request by an Employee, a) who is the biological parent of a newborn or unborn child, or b) who is adopting or has adopted a child, the University shall grant unpaid parental leave consistent with the *Employment Standards Act of New Brunswick*. Subject to the Act, such leave may be taken wholly by one, or shared by two, employed parent(s). Where an Employee takes parental leave in addition to maternity leave, the Employee must commence the parental leave immediately on the expiry of maternity leave, unless the University and the Employee agree otherwise. Application for parental leave will be included with the application to take maternity leave in Article 16.04.1, except where substantially changed circumstances could not have reasonably been foreseen. The Employee will advise the appropriate Dean in writing of the expected date of delivery or adoption; and of his or her intention to take parental leave, including the anticipated commencement date and duration of such leave, as early as possible.

ARTICLE 17 TERM OF AGREEMENT

17.01 Duration

This Agreement shall enter into force on July 1, 2016, after signature by the President of the University and the President of the Union, and shall remain in force until and including June 30, 2019. The Agreement shall continue from year to year after June 30, 2019 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 7 *DAY OF* December, *2016*

ST. THOMAS UNIVERSITY

Dawn Russell
President and Vice-Chancellor

FACULTY ASSOCIATION OF THE UNIVERSITY OF ST. THOMAS (FAUST)

Craig Proulx
President

Members of the Negotiations Committees

Lily Fraser

Marvin Claybourn

Michael Boudreau

Moira McLaughlin

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 respective Parties. It is the responsibility of the JPAAC members to declare cases of conflict of interest, which may include, but are not limited to, a member of the JPAAC hearing her/his own appeal or that of a member of her/his family, or that of an appellant in the same Department. In such cases, the Member shall be replaced by an alternate selected by the JPAAC. The Vice-President (Academic and Research) shall Chair the JPAAC. If the Vice-President (Academic and Research) declares a conflict of interest or the members of the JPAAC determine that the Vice-President (Academic and Research) is in a conflict of interest with respect to a particular appeal, the members of the JPAAC shall select a Chair who is external to the University.

1. When a Member is deemed unqualified to teach a course by the Department, she or he has the right to appeal to the JPAAC in accordance with Article 5.06 (Appeals Process) of the Part-time Collective Agreement.

    1.1 The appropriate Dean shall inform any Member deemed unqualified to teach a course under Article 5.05.1 within five (5) Days of receiving the appropriate documentation from the Departmental Part-time Appointments Committee. The appropriate Dean shall provide the Member with the reasons given by the Departmental Part-time Appointments Committee deeming the Member to be unqualified according to the criteria specified under Article 5.01.1. The Member may give notice of appeal to the appropriate Dean within ten (10) Days of receipt of the notice by the appropriate Dean.

    1.2 A copy of the notice of appeal shall be forwarded by the appropriate Dean to the JPAAC. The Chair of the JPAAC shall request a written submission from the Member specifying the grounds for the appeal.

    1.3 The grounds for the appeal are limited to errors in assessing qualifications as outlined in Article 5.01.1 of the Part-time Collective Agreement. Any allegation that the Part-time Collective Agreement has been violated is outside of the jurisdiction of the JPAAC, and can only proceed according to the provisions of Article 11 (Grievance and Arbitration).

    1.4 In order to assist the JPAAC in determining whether errors in assessing qualifications have been made, the JPAAC may solicit opinion from specialists in the appropriate discipline from outside the University.

2. The JPAAC shall:

    (a) elect a Secretary;

    (b) convene within five (5) Days of notice of request for appeal;

    (c) have access to all documentation relevant to the appeal, including minutes from the Departmental Part-time Appointments Committee;

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

(e) keep minutes of all its meetings;

(f) shall arrive at a decision by open vote. The Chair shall vote only in the event of a tie vote, in which case she/he shall cast the deciding vote;

(g) render a decision to either uphold or to deny the appeal within five (5) Days of convening;

(h) give a detailed report of its decision to the Member involved, the Chair of the Department, the Chair of the Departmental Part-time Appointments Committee, the appropriate Dean, and the Union.

2.1 The Member involved has the right to appear before the Committee accompanied by a Union member chosen by her/him to assist in her/his presentation and to speak on her/his behalf.

2.2 The proceedings of the JPAAC shall be strictly confidential to that Committee. All correspondence on behalf of the JPAAC shall be agreed to by that Committee. All communications concerning the appeal to/or from the JPAAC, the Chair of the Departmental Part-time Appointments Committee, and/or the appellant shall be in writing or presented before the JPAAC. All documentation related to the JPAAC, including appeals, shall be kept in the Vice-President (Academic and Research)'s office in a JPAAC file.

2.3 The decision of the JPAAC is not itself subject to further appeal. It may be grieved if there is a violation of the Part-time Collective Agreement.

2.4 If the appeal is successful, the appellant shall be deemed qualified and awarded a section of the course. In the event that a section of the course is not available, the appellant shall be deemed qualified and awarded a full stipend and one (1) seniority point.

2.4.1 In the event that there are two (2) or more appeals of the same course in the same Department that are upheld by the JPAAC, all successful appellants shall be deemed qualified to teach the course. However, compensation shall only be awarded to the appellant with the highest departmental seniority.

3. At the conclusion of its second appeal, the JPAAC shall review its operating procedures, with a view to making recommendations to the Parties. In conducting this review, the members of the JPAAC shall consult with the Parties on the parameters of the review.

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)

4. Remedy Sought:

_____ _____

Signature of Grievor (Union or Employer) Date:

APPENDIX C COURSE STIPENDS (THREE-CREDIT HOUR)

Course Stipends (Three-Credit Hour)

	Level 1	Level 2	Level 3
Effective July 1, 2016	5,817	6,132	6,437
Effective July 1, 2017	5,884	6,203	6,511
Effective July 1, 2018	5,955	6,277	6,589

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.

18.01.1 Effective July 1, 2016, the floors and ceilings for annual salaries according to rank shall be:

	Floor	Ceiling
Lecturer	59,647	81,025
Assistant Professor	69,871	97,814
Associate Professor	87,339	124,407
Professor	111,794	155,079

18.01.2 Effective July 1, 2017, the floors and ceilings for annual salaries according to rank shall be:

	Floor	Ceiling
Lecturer	60,333	81,957
Assistant Professor	70,675	98,939
Associate Professor	88,344	125,838
Professor	113,080	156,863

18.01.3 Effective July 1, 2018, the floors and ceilings for annual salaries according to rank shall be:

	Floor	Ceiling
Lecturer	61,057	82,940
Assistant Professor	71,523	100,126
Associate Professor	89,404	127,348
Professor	114,437	158,745

Memorandum of Agreement
Between
Faculty Association of the University of St. Thomas (FAUST)
And
St. Thomas University (STU)

Subject: Reportable Hours for Employment Insurance (E.I.) Purposes

The Parties agree that for Employment Insurance (E.I.) purposes only, each three (3) credit hour course taught by a Part-time Employee shall be considered for E.I. reporting purposes as 230 hours.

It is understood that should a Part-time Employee not teach the complete semester and/or the work assignment is proportionate, the reported work hours shall be pro-rated accordingly for E.I. reporting purposes.

The Parties agree that this arrangement is established for E.I. purposes only and is without prejudice to the position of the Parties, and shall in no way affect the interpretation, application and administration of any Collective Agreements between FAUST (Full-time and/or Part-time) and STU, and any STU policies and practices, and shall not be relied on or referred to in any proceedings or negotiations other than those under the *Employment Insurance Act* or applicable *Regulations*.

It is further acknowledged that this arrangement is subject to the *Employment Insurance Act* and *Regulations* and becomes null and void in the event that E.I. directs that the practice be discontinued or modified.

Dated this 7 day of December, 2016

For the Association

For the University