

# **COLLECTIVE AGREEMENT**

**between**

**ST. THOMAS UNIVERSITY**

**and the**

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

**2003 - 2007**

## **PARTIES TO THE AGREEMENT**

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

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## 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, who teach more than six (6) credit hours during the academic year to a maximum of fifteen (15) credit hours during the Teaching Year and a maximum of twenty-four (24) credit hours during the Academic Year. Excluded are the President, Vice-President Academic, members of the Board of Governors, persons appointed to an endowed Chair of study, and those excluded by the Industrial Relations Act.
- 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 he or she is continuously employed at St. Thomas University. Teaching a minimum of a three credit hour course during each Academic Year constitutes continuous employment.
- 1.06.1 ***TRANSITION: Those Employees who were members of the bargaining unit as of the effective date of this agreement, or who qualified for membership under the terms of the 1999 - 2003 Collective Agreement as of the date of the signing of this Collective Agreement shall remain members of the bargaining unit, definitions in ARTICLE 1.04 notwithstanding.***
- 1.07 Established Part-time Appointment refers to the promotion of an individual who has met the criteria as outlined in Appendix A.
- 1.08 "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.
- 1.09 "Senate" designates the academic Senate of St. Thomas University.
- 1.10 "Committee on Appointments, Tenure and Promotion"(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.

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

## ARTICLE 2      GENERAL PROVISIONS OF THE AGREEMENT

### 2.01      Purpose of the Agreement

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

### 2.02      Validity

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

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

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

### 2.04      Academic Freedom

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

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

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

2.05 No Discrimination and Duty to Accommodate

2.05.1 No Discrimination

The Parties agree that there shall be no discrimination 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 Collective 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

The Employer recognizes that Employees have the right to privacy in the contents of their personal and professional communications as they are being made using university services, and in the contents of the files Employees maintain, whether these communications and files are on paper or in electronic form.

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

## ARTICLE 3      EMPLOYER-UNION RELATIONS

### 3.01      Recognition

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

### 3.02      Representation

Except as otherwise provided in this Agreement, the Employer shall not bargain with or enter into any agreement with a member or group of members of the Bargaining Unit other than those designated by the Union.

### 3.03      Access to Campus

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

### 3.04      Membership

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

### 3.05      Checkoff Payments

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

### 3.06      Deductions

Deductions shall be made from each bi-weekly payroll and shall be forwarded to the treasurer of the Union with a list of the Employees, from whose salaries the deductions have been made, and their ranks not later than the fifteenth day of the following month. The Union shall notify the Employer, at least one 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, 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 (limited, probationary or tenured); 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 benefits awarded under ARTICLE 10.046 and the status of the leave with regard to eligibility for tenure, promotion and sabbatical leave. At the same time the Employer shall transmit to each Employee on the list his or her 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.

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

## **ARTICLE 4      AUTHORIZATION FOR PART-TIME APPOINTMENTS**

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

## ARTICLE 5      APPOINTMENTS

### 5.01    Criteria for Part-Time Appointments

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

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

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

### 5.02    Types of Appointments

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

- a) Schedule A Appointment refers to an appointment to teach more than six (6) credit hours during the Academic Year to a maximum of fifteen (15) credit hours during the Teaching Year and a maximum of twenty-four (24) credit hours during the Academic Year.
- b) 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, normally 50%.
- c) Multi-Year Appointment refers to the appointment of an Established Part-time Instructor to teach courses in cases where a longer term need exists as determined by the Department Chair and the Vice-President Academic. Multi-year appointments will not exceed three (3) years in duration and may be renewed with the approval of the Vice-President Academic upon the recommendation of the Department. A member is not obliged to accept a Multi-Year Appointment and may opt to teach the course on a single-year appointment basis.

### 5.03 Seniority Rights

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

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

### 5.05 Additional Appointments

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



## 5.05.2 Hiring Procedures for Additional Appointments

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

## 5.06 Appointment Date

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

## 5.07 Rank

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

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

5.08 Letter of Appointment

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

## ARTICLE 6 PROMOTION

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

### 6.02 Promotion in Rank

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

### 6.03 Promotion to Established Part-time Instructor

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

### 6.04 Department Recommendation

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

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

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

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

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

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

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

6.05 CAPT Recommendation

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

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

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

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

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

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

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

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

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

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

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

- 6.05.4.7 it shall, if it cannot arrive at a positive recommendation on the basis of the evidence before it, summarize for the Employee concerned the evidence presented to it, and invite the Employee to respond to the negative evidence and to the absence of supporting evidence. It shall provide the relevant details of the negative evidence and of the absence of supporting evidence to permit the employee to prepare an adequate response.
  - 6.05.4.8 it shall issue a written recommendation containing the conclusions drawn by the Committee and providing relevant details of the evidence on which those conclusions were based.
- 6.05.5 The CAPT shall make its recommendations in writing and submit them together with a written statement of all the reasons on which each recommendation was based to the President, with a copy of the same time to the Employee, on or before February 28. When a formal hearing is held, the deadline shall be extended by one month.
- 6.05.5.1 At the request of the President, the CAPT shall meet with the President to discuss its recommendation in any specific case.
  - 6.05.5.2 If the CAPT cannot make a new recommendation by the date set forth above or by a new deadline set in accordance with ARTICLE 2.063, it shall so inform the President on or before that deadline and the President, in default of the recommendation of the CAPT, shall make his or her decision after considering the recommendation of the Departmental Committee and shall communicate the university's decision to the Employees within two weeks of the date established in ARTICLE 6.05.1. The provisions of ARTICLE 6.05.2 shall be deemed to be in force, with the Departmental Committee taking the place of the CAPT.
  - 6.05.5.3 The Secretary of the CAPT shall place a copy of its final recommendation to the President in the Employer's Confidential Personnel File for each Employee for whom it has made recommendation. This copy shall be placed in the file at the same time as the documents in its possession relevant to the assessment of the Employee (ARTICLE 6.04.6). This ARTICLE includes all such recommendations of the CAPT to the President since its establishment.
- 6.05.6 Following its deliberations, the CAPT shall place all documents in its possession relevant to the assessment of an Employee (with the exception of materials excluded by ARTICLE 7) in the Employer's Confidential Personnel File for that Employee. The CAPT shall not maintain an independent personnel file; at the conclusion of a formal hearing all documents relevant to the assessment of an Employee (with the exception of materials excluded by ARTICLE 7) shall be added to the Confidential Personnel File for that Employee. The documents so added shall be numbered and listed in a covering letter signed by the Chair of the CAPT which identifies the documents as those used by the CAPT in the matter under deliberation.

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

6.06 Decisions on Promotion

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

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

## ARTICLE 7      CONFIDENTIAL PERSONNEL FILE

### 7.01      Access to the Confidential File

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

### 7.02      Removal of Material

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

## ARTICLE 8 EVALUATION

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

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

### 8.02 Relevant Considerations

Reviews of teaching for Employees shall consider:

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

### 8.03 Procedures for Reviews

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

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

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

8.03.4 ***TRANSITION: Department Chairs shall ensure that all part-time Employees in the Bargaining Unit as of July 1, 2005 are evaluated in accordance with this ARTICLE within three years of the signing of this Agreement.***



## ARTICLE 9      TERMS AND CONDITIONS OF EMPLOYMENT

### 9.01      Appointment Period

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

### 9.02      Course Cancellation

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

### 9.03      Class Size

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

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

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

9.03.4    Classes may have planned enrolments different from the standard for maximum class size. Any such planned limited enrolment shall be determined by mutual agreement between the Department concerned and the Vice-President Academic before the publication of the tentative timetable for the pending Academic Year. The Senate shall act as final arbiter in contested cases.

9.03.5    Over the course of this Agreement, the University shall reduce average class size by fifteen percent (15%). The reduction in average class size will be based on the average of enrolments in all courses excluding independent studies and honours thesis courses in the 2002-2003 Teaching Year. On March 1, 2003 the average class size was 38.4. The Employer will provide an annual report to the Union on the average class size together with the course registrations for each Employee. Social Work and Education course registrations will not be included in the calculation of average class size.

#### 9.04 Course Assignments

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

#### 9.05 Workload

9.05.1 The following elements constitute a Part-time Employee's workload: preparation; teaching; student consultation; grading and marking; distribution of student-evaluation questionnaires; and other duties appropriate to the appointment.

9.05.2 Preparation may include development and distribution of a course outline in accordance with University regulations; preparation to conduct class; preparation of assignments; tests and examinations; ordering of textbooks; and where applicable, placing materials on library reserve.

9.05.3 Teaching shall include conducting scheduled courses in a manner which normally reflects the description in the University calendar and the schedule shown in the approved time table.

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

#### 9.06 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.

#### 9.07 Work Space

The Employer agrees to provide Employees with shared work spaces that will include 20 computer work stations with new standard model computers renewed in accordance with the Information Technology Department's policies, and access to filing cabinets and telephones. The Employer also agrees to provide appropriate space for consultation with students. These spaces will be furnished within 30 days of the signing of this Agreement.

#### 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 he or she is absent from her or his classes for two or more teaching weeks without leave or permission from the Vice-President Academic 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 month for each year of service, up to a maximum of three 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 month for each prior year of service up to a maximum of three months. Employees with more than five years of service shall be entitled to severance pay of three months, regardless of date of notification of non-renewal of contract.

## ARTICLE 10 DISCIPLINE

10.01 Disciplinary action shall be taken only for just and sufficient cause. Only the President and the Vice-President Academic may take disciplinary action with respect to an Employee. Penalties shall be just and appropriate for the offence.

### 10.02 General Discipline Procedures

Disciplinary action may be initiated only within twenty (20) working days of the date the President or Vice-President Academic knew, or ought reasonably to have known, of the occurrence of the matter giving rise to discipline.

10.02.1 The President or the Vice-President Academic shall initiate the procedure by notifying the Employee in writing with a copy to the Union to meet to discuss the matter. The President or Vice-President Academic and the Employee may each have an advisor present, and the Union shall send a representative. Others with a direct interest in the matter may also attend. 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 above, within five (5) working days the President or the Vice-President Academic shall notify the Employee and the Union including all names, places and the dates of the alleged incident(s), the disciplinary action taken and the reasons for that action.

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

10.03 Suspension is an action by the Employer to relieve an Employee of all University duties for cause without his or her consent. Only the President of the University may suspend or dismiss an Employee. Suspension without pay shall not exceed ten (10) working days, unless imposed by an arbitration board pursuant to ARTICLE 11.

10.03.1 If disciplinary procedures are in progress at the same time as a member 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.

10.03.2 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.

10.03.3 Any record of discipline shall be removed from an Employee's Confidential Personnel File after a period of 24 months from the date of the alleged infraction provided that no subsequent infractions have been proven within that period.

#### 10.04 Harassment

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

#### 10.05 Dismissal Procedures

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

- 10.05.1 The President shall initiate dismissal procedures by notifying the Employee in writing with a copy to the Union to meet with her or him in the presence of the Vice-President Academic, the Department Chair and a Union representative. The President and the Employee may each have an adviser present at this meeting. An attempt shall be made at the meeting to resolve the matter in a manner satisfactory to all concerned.
- 10.05.2 If no satisfactory solution is reached at the meeting provided for in ARTICLE 10.05.1 above, within five (5) working days the President shall advise the Employee in writing with a copy to the Union of his or her dismissal and the reasons for that dismissal.
- 10.05.3 If the Employee's whereabouts are unknown to the Employer and the Union, the meeting described in ARTICLE 10.05.1 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.
- 10.05.4 If the Employee wishes to contest his or her dismissal, he or she shall, within thirty (30) calendar days of receiving written notice of dismissal (or, in the case of the Employee being notified by registered mail as provided for in ARTICLE 10.05.3, within thirty (30) calendar days of the registered receipt of the dismissal notice), give the Employer and the Union notice in writing that he or she requests that the dismissal be submitted to arbitration. The Union shall initiate arbitration procedures in accordance with ARTICLE 11.
- 10.05.5 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.
- 10.05.6 The Union has the option of choosing expedited arbitration or regular arbitration. In the event of expedited arbitration, the Employee shall continue to

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

## ARTICLE 11      GRIEVANCE AND ARBITRATION

### 11.01 Preamble

- 11.01.1 The Parties agree to use every effort to resolve all grievances in a prompt, just and equitable manner, and to encourage informal, and amicable settlement of grievances arising from the administration of this Collective Agreement.
- 11.01.2 The Union shall have carriage of all formal 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, practised 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 Collective Agreement.
- b) Grievor: The grievor is the Union or the Employer.
- c) Standing Grievance Committee (SGC): A committee of three (3) persons, one appointed by the Union, one appointed by the Employer, and one selected by these two appointees who shall serve as Chair of the SGC. The SGC hears and recommends a settlement for grievances. The term of office shall normally be for one (1) year. In the event that an appointee of the Union or the Employer resigns, the Union or Employer shall act promptly to appoint a replacement. In the event the Chair resigns, the appointees of the Union and the Employer shall by the act promptly to select a replacement. The members of the SGC shall be persons who hold or have held an academic or administrative University appointment.

### 11.03 Types of Grievance

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

### 11.04 Time Limits

- 11.04.1 Where no action is taken on a grievance within the time limits specified in this ARTICLE, the grievance shall be deemed to have been withdrawn or settled as the case may be.
- 11.04.2 In the event a Party fails to reply in writing within the time limits prescribed in this Article, the other party may submit the matter to the next step as if a negative reply or denial had been received on the last day for the forwarding of such reply.
- 11.04.3 The time limits specified in this article may be extended by mutual agreement by the Parties. The amended time limits must be specified in writing. An arbitrator shall have the power to waive time limits on any reasonable grounds.

### 11.05 Technical Irregularities

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

### 11.06 Termination of Employment or Denial of Tenure

- 11.06.1 In cases involving dismissal, failure to renew a probationary contract, or denial of tenure, the Union shall have the right to take a dispute directly to arbitration.
- 11.06.2 In all cases involving dismissal, failure to renew a probationary contract,



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

## 11.07 Grievance Procedures

### 11.07.1 Informal Complaint

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

### 11.07.2 Filing a Formal Grievance

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

- c) The Union shall use the Grievance Form attached as Appendix B of this Collective Agreement. The Grievance Form shall be delivered to the office of the President by hand, and that Office shall provide a receipt. A copy shall be provided by the Union to the Chair of the Standing Grievance Committee (SGC).

11.07.3 SGC Grievance Hearing and Recommendation(s)

- a) The SGC shall establish a date and time and arrange a place for the hearing of the grievance which shall commence within ten (10) days of the notification of the grievance.
- b) The period of the commencement of the hearing to the conclusion of the hearing shall not exceed ten (10) working days. The Committee shall allocate a maximum of eight (8) hours for the hearing to be divided equitably between the Parties. Each Party shall have an obligation to make the SGC aware of the relevant evidence. Within the established time constraint, the SGC shall be responsible for ensuring a full and fair hearing to each Party of the dispute. Parties to the grievance and their representatives shall have the opportunity to be present and to be heard during all hearings of the SGC.
- c) The SGC shall notify the parties to the grievance in writing of its recommendation for settlement within ten (10) days of the conclusion of the hearing. The SGC will recommend by majority vote, the Chair having a vote, a resolution to the grievance. Where there is no majority, the decision of the Chair shall be the decision of the Committee. The recommendation for settlement of the SGC shall be written, setting out the facts of the grievance and stating the reasons for arriving at its recommendation. A copy of the SGC recommendation shall be sent by the Chair of the SGC to the President of the Union and the University.
- d) No member of the SGC shall appear as a witness in any arbitration arising from the application of this ARTICLE.

11.07.4 Response to the SGC

- a) Each Party to the grievance shall inform the other of its acceptance or rejection of the SGC's recommendation(s) for settlement within ten (10) days of receiving the written recommendation of the SGC.

11.08 Arbitration Procedures

11.08.1 Notification of Arbitration

- a) The Union or the Employer may, within ten (10) days of receiving notification of the SGC's recommendation for settlement, give the other notice that it requests the grievance be submitted to arbitration, except in those instances where arbitration is ruled out by this Agreement.

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

#### 11.08.2 Appointing an Arbitrator

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

#### 11.08.3 Appointing an Arbitration Board

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

#### 11.08.4 Arbitration Hearing

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

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

11.08.5 Arbitration Decision

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

11.08.6 Arbitration Costs

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

## ARTICLE 12 SALARIES AND ALLOWANCES OF EMPLOYEES

### 12.01 Course Stipends

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

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

### 12.02 Cost of Living Adjustment

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

- (a) Effective July 1, 2003 3%
- (b) Effective July 1, 2004 2.5%
- (c) Effective July 1, 2005 2.5%
- (d) Effective July 1, 2006 2.5%

12.02.2 If the consumer price index for Canada in June 2006 exceeds the index of June, 2005 by 3% or higher, either Party may request renegotiation of ARTICLE 12.02.1 (d) by August 31, 2006.

### 12.03 Length of Service

Employees appointed to Established Part-time Instructor positions shall receive a Career Progress Increment (CPI) equal to 5% of the Employee's normal stipend, upon completion of seven (7) years of University service.

### 12.04 Schedule B Appointments

#### 12.04.1 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.

#### 12.04.2 Cost of Living Adjustment

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

#### 12.04.3 Career Progress

Effective July 1 of each year, each Employee appointed under Schedule B, who in the judgment of the Employer is performing his or 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 and accidental death and dismemberment insurance provided by the University.
- 13.01.2 An Employee appointed under Schedule B shall participate in the group life insurance plan, which provides an insured benefit equal to five times annual earnings to a maximum of \$200,000. The Employer agrees to pay 50% of the premiums on the first \$100,000 of insured benefits per Employee (or portion thereof).
- 13.03 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.
- 13.031 All Employees appointed under Schedule B, and all Established Part-time Instructors appointed under Schedule A, shall join the plan subject to the regulations of the plan.
- 13.032 Contributions to the pension plan shall be:
- |                        |                      |
|------------------------|----------------------|
| Employer contribution: | 6% of normal salary; |
| Employee contribution: | 5% of normal salary. |
- 13.03 Tuition Fee Reduction
- 13.03.1 Employees shall be entitled to a 100% reduction in tuition fees for courses taken at St. Thomas University.
- 13.03.2 Spouses and dependent children of Employees shall be entitled to a reduction in tuition fees, on a per course basis, in proportion to the Employee's teaching load relative to the normal full-time teaching load to a maximum of 50% for courses taken at St. Thomas University. This benefit shall be available to dependent children up to and including the Academic Year in which the dependent's 26<sup>th</sup> birthday occurs, or to infirm dependents (as defined by Canada Revenue Agency). The benefit shall continue in the event of an Employee's death for the duration of the individual's employment contract.

### 13.04 Benefit Statements

The University shall provide a summary of benefits to all eligible Employees.

## ARTICLE 14      PROFESSIONAL DEVELOPMENT ALLOWANCE

- 14.01    A professional development allowance equal to two percent of the Assistant Professor floor multiplied by the Employee's designated percent of a Full-time workload in July of each year shall be made available to all Schedule B Employees.
- 14.02    The professional development allowance 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 his or her professional development allowance in any one 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 allowance for one 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 his or her own use in teaching and/or research.



## ARTICLE 15    TEACHING ENHANCEMENT ALLOWANCE

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

## ARTICLE 16 LEAVES

### 16.01 Sick Leave

- 16.01.1 A Part-time Employee who is prevented by injury or illness, other than maternity, but including complications arising from maternity, from performing his or her academic duties shall advise the Vice-President Academic who shall, notwithstanding ARTICLES 5.02 and 9.03 arrange for the part-time Employee's duties to be covered, if possible.
- 16.01.2 For Schedule A Employees, the University shall recognize a sick leave without loss of salary to a maximum of one (1) week per semester during an Academic Year. For Schedule B Employees, the University shall recognize a sick leave without loss of salary to a maximum of six (6) weeks 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 Benefits and seniority shall be fully maintained during the sick leave.

### 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 Vice-President Academic who may authorize leave for an appropriate period. Such leave shall not be withheld unreasonably or in a discriminatory manner. The Employee shall, in cooperation with the Department Chair, make substitute arrangements for teaching and other responsibilities during the absence.

### 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 Academic Year. Extensions of leave up to a further period of one 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 Vice-President Academic.

## ARTICLE 17    TERM OF AGREEMENT

### 17.01    Duration

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

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

### 17.02    Notice of Renegotiation

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

# MEMORANDUM OF AGREEMENT (Harassment Policy)

## Memorandum of Agreement

### Between

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

### and

St. Thomas University (STU)

Subject: Joint Committee to Direct the Development of a University-wide Harassment Policy

The Parties agree to form a Joint Harassment Policy Committee within 90 days of the signing of this Collective Agreement to direct the development of a University-wide harassment policy. Three members shall be appointed by the Employer and three members shall be appointed by the Union. The Parties agree that the University-wide policy shall not conflict with this Collective Agreement. The Parties also agree that any discipline resulting from a harassment complaint shall be subject to the provisions of Article 10 (Discipline) and shall be grievable under Article 11 (Grievance and Arbitration) of this Collective Agreement.

Dated this 24 day of February, 2005

Jeanette Gaudet

\_\_\_\_\_  
For the Association

Daniel J. O'Brien

\_\_\_\_\_  
For the University

**THIS COLLECTIVE AGREEMENT**

*SIGNED AT FREDERICTON, NEW BRUNSWICK*

THIS 24 DAY OF February 2005

*ST. THOMAS UNIVERSITY*

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

\_\_\_\_\_  
Daniel O'Brien  
President and Vice-Chancellor

\_\_\_\_\_  
Jeannette Gaudet  
President

Members of the Negotiations Committees

\_\_\_\_\_  
Lawrence Durling

\_\_\_\_\_  
Nancy Higgins

\_\_\_\_\_  
Colleen Comeau

\_\_\_\_\_  
Gary Hughes

\_\_\_\_\_  
Patrick Malcolmson

\_\_\_\_\_  
Moira McLaughlin

## APPENDIX A      MINIMUM STANDARDS FOR ESTABLISHED PART-TIME INSTRUCTOR

### Minimum Standards for Established Part-time Instructor Effective March 1, 2005

NOTE: The criteria outlined in this section are minima; all these standards must be met.

1. Academic Credentials. Recognized Master's degree or academic equivalent to the Master's as determined by the Committee on Appointments, Promotion, and Tenure (CAPT). In exceptional cases, the CAPT may recognize five years of professional work experience in the candidate's area of expertise as an equivalent academic qualification.
2. Length of Service. At least three years of University faculty membership and a minimum of four (4) full-year courses (or equivalent) taught during the Teaching Year.
3. Teaching. The candidate should establish that his or her teaching has been of satisfactory quality. Evidence which may be presented in respect of quality of teaching includes that outlined in clause 4.1 of the "Statement of Minimum Standards for Promotion to Associate Professor." (These are excerpted below.)

Evidence. The candidate must supply evidence in respect of quality of teaching including a teaching portfolio. Documents which may be included in a teaching portfolio include those listed under (a) through (f) below, and others deemed appropriate. Additional evidence might be internal and/or external awards, publications, citations, presentations at colloquia, seminars, workshops or conferences on teaching. Materials submitted as evidence in this category shall be evaluated by the CAPT and external assessors for evidence of comprehensive preparation, use of current materials, theoretical competence and appropriately challenging character of courses.

- 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 candidate;
- d) Letters of reference from colleagues or 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 presentation, workshops or seminars conducted on teaching.

**APPENDIX B      GRIEVANCE FORM**

**GRIEVANCE FORM**

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

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

**DEPARTMENT:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

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

**Phone 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)**

	<u>Schedule A Appointment</u>	<u>Established Schedule A Appointment</u>	<u>Established Schedule A Appointment (5% CPI)</u>
Effective July 1, 2003	3,898	4,255	4,468
Effective July 1, 2004	3,995	4,361	4,579
Effective July 1, 2005	4,095	4,470	4,694
Effective July 1, 2006	4,197	4,582	4,811



## APPENDIX D FULL-TIME SALARY FLOORS AND CEILINGS

18.01.1 Effective July 1 2003, the floors and ceilings for annual salaries according to rank shall be:

	<b><u>Floor</u></b>	<b><u>Ceiling</u></b>
Lecturer	44,174	59,817
Assistant Professor	49,221	72,440
Associate Professor	61,843	90,116
Professor	79,514	108,054

18.01.2 Effective July 1 2004, the floors and ceilings for annual salaries according to rank shall be:

	<b><u>Floor</u></b>	<b><u>Ceiling</u></b>
Lecturer	45,278	61,313
Assistant Professor	50,451	74,251
Associate Professor	63,389	92,369
Professor	81,502	111,836

18.01.3 Effective July 1 2005, the floors and ceilings for annual salaries according to rank shall be:

	<b><u>Floor</u></b>	<b><u>Ceiling</u></b>
Lecturer	46,410	62,845
Assistant Professor	51,712	76,107
Associate Professor	64,974	94,678
Professor	83,539	115,750

18.01.4 Effective July 1 2006, the floors and ceilings for annual salaries according to rank shall be:

	<b><u>Floor</u></b>	<b><u>Ceiling</u></b>
Lecturer	47,570	64,417
Assistant Professor	53,005	78,010
Associate Professor	66,598	97,045
Professor	85,628	119,801

