COLLECTIVE AGREEMENT

between

ST. THOMAS UNIVERSITY

and the

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

2013-2016

PARTIES TO THE AGREEMENT

This Collective Agreement, hereinafter referred to as the "Agreement" is entered into this 18 day of February, 2014 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".

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ARTICLE 1 DEFINITIONS

The following definitions refer to terms included in the Agreement:

1.01 "Employer" designates St. Thomas University, as defined in An Act to Incorporate St. Thomas' College, as amended from time to time, or its legal successor.

1.02 “Union” means the Faculty Association of the University of St. Thomas and any person(s) duly appointed to act on its behalf.

1.03 “Employee" designates a member of the Bargaining Unit, that is, all persons employed in full-time teaching or research at St. Thomas University, save and except the President, Vice-President (Academic and Research), Dean of Humanities, Dean of Social Sciences, Assistant Vice-President (Research), members of the Board Of Governors representing the faculty, and those excluded by the Industrial Relations Act.

1.03.1 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.

1.04 "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.

1.05 "Senate" designates the academic senate of St. Thomas University.

1.06 "Committee on Appointments, Promotion and Tenure”(CAPT) designates the committee responsible for making recommendations to the President on the renewal of probationary appointments, promotions in rank, tenured appointments and, at the President's request, on appointments.

1.07 “Committee on Appointments to the Academic Staff” (CAAS) designates the Senate committee responsible for advising the administration on academic staff positions.

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

1.09 “Subject area” designates a grouping of related courses outside a Department for which there is a distinct academic credential or a minimum of three full courses (or equivalent) normally offered during the Teaching Year. Each Subject Area with 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.

1.10 The "Vice-President (Academic and Research)" is an administrative officer of the University.

1.11 "President" designates the President or the acting President of St. Thomas University.

1.12 "President of the Union" designates the President or the acting President of the Faculty Association of the University of St. Thomas.

1.13 "Academic Year" designates the period extending from July 1 to June 30 of the following Calendar Year inclusive.

1.14 "Teaching Year" designates the period extending from September 1 to April 30 of the following Calendar Year inclusive.

1.15 "Day" means any workday exclusive of Saturday, Sunday and any holidays identified in Article 17.09.

1.16 “Full-time Year of Service” is defined as a minimum of nine (9) consecutive months during the Academic Year.

1.17 "Senate Research Committee” designates the committee responsible for the allocation of research grant monies, research grants in lieu of salary, and the promotion of research activity.

1.18 Throughout the Agreement, the plural includes the singular, and *vice versa*, as the context requires.

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

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 “Appropriate Dean” refers to the Dean responsible for the Department, Subject Area, or Programme to which the article in the Collective Agreement relates.

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 13.05, information obtained through surveillance devices and practices shall not be used in any evaluation of an Employee's teaching, research or service, in any renewal, promotion or tenure 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 order (IRB-1-114) and as from time to time amended by mutual agreement.

3.02 Representation

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

3.03 Access to Campus

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

3.04 Membership

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

3.05 Checkoff Payments

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

3.06 Deductions

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

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 10.05.11 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 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 (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 Agreement, or changes to the Agreement.

ARTICLE 4 PROFESSIONAL RESPONSIBILITIES

4.01 Principles

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

4.01.2 Employees are responsible for disseminating knowledge through effective teaching, for conducting research, scholarship or other creative work, and for participating in the governance, activities and work of the University.

4.02 Responsibilities:

4.02.1 Teaching and Advising

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

4.02.2 Research, Scholarship, and Professional Activities

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

4.02.3 Service

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

4.03 Employer Responsibilities

4.03.1 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, which promotes research, scholarship and other creative work, and which encourages participation in University governance.

4.03.2 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 his or her 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 5 ESTABLISHED POSITIONS

5.01 Established Positions

The assignment of established positions to Departments is to facilitate planning for the level and distribution of full-time faculty resources. Changes in the number of established positions will not affect the employment status of tenured and probationary Employees. The termination of the appointments of individual Employees, except those in accordance with Article 5.02.3 and Article 14, shall not result in a reduction in the number of established positions in a Department.

5.01.1 The President shall designate the number of established positions in each Department and discipline. An established position is a Full-time, tenured or tenure-track faculty position at the University which may be shared by reduced load appointments. The number of established positions is shown in Appendix A.

5.01.2 Proposals to change the number of established positions may be initiated by Departments or the Vice-President (Academic and Research).

5.01.3 A Department that wishes to change its number of established positions shall make a written submission to the Vice-President (Academic and Research) by February 15, setting out the reasons for its request. The Vice-President (Academic and Research) shall recommend to the President any changes to the number of established positions by March 15. A copy of this recommendation shall be provided to the appropriate Department at the same time.

5.01.4 The Vice-President (Academic and Research) seeking a change to the number of established positions in any Department shall make a recommendation to the President by February 15, setting out the reasons for the change. A copy of this recommendation shall be provided to the appropriate Department at the same time. The Department may provide the President with a response to the Vice-President (Academic and Research)'s recommendation by March 15.

5.01.5 The Vice-President (Academic and Research)'s recommendations, together with the Departments' submissions, shall be sent to the Senate Committee on Appointments to the Academic Staff (CAAS). The committee shall consider these documents and make recommendations to Senate by April 30.

5.01.6 At any time that the number of full-credit courses taught by part-time faculty (excluding intersession, extension, and course reductions provided for in this Agreement) exceeds four (4) in Departments with four (4) or fewer established positions; or exceeds one-quarter of the total courses taught in Departments with more than four (4) established positions, the CAAS shall conduct a review and provide a report with recommendations to Senate.

5.01.7 Upon due consultation of the recommendations of the Vice-President (Academic and Research), the Departments, and the CAAS, the President shall decide on changes proposed to the number of established positions in accordance with Articles 5.01.2 - 5.01.6 by June 15, and shall notify Senate and the Departments concerned, in writing, stating the reasons for the decision. The President shall consider each of the three (3) recommendations and make his or her decision in a reasonable manner. Senate and the Departments concerned shall have the opportunity to respond, in writing, to the President's decision.

5.02 Vacant Positions

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

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

5.02.3 Normally, an established position may remain vacant for a maximum of two (2) years. Any established position that has remained vacant for two (2) years shall be automatically reviewed by the Vice-President (Academic and Research**)** in consultation with the Department concerned. If the decision is made, after two (2) years, not to fill the position, the CAAS will be notified by the Vice-President (Academic and Research). If the position remains vacant for another two (2) years, the position shall be automatically reviewed at the end of the second two-year period by the Vice-President (Academic and Research) in consultation with the Department concerned. The procedures outlined in Articles 5.01.3, 5.01.4, and 5.01.5 shall apply. After the second review, a decision will be made to fill or to eliminate the established position. The decision to eliminate an established position shall be made in a reasonable manner. If the decision is to eliminate the established position the Vice-President (Academic and Research) shall issue a report detailing the reasons for the decision and shall transmit the report to the Department concerned and the Union within fifteen (15) Days of the decision being made.

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

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

5.03 Alternative Procedure

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

ARTICLE 6 HIRING PROCEDURES FOR ACADEMIC APPOINTMENTS

6.01 Principles

The Employer and the Union are committed to conducting academic searches in a professional manner. The Parties agree that the guiding objective is to attract and appoint the best qualified candidates while at the same time respecting our commitment to employment equity.

6.02 Criteria for Appointments

6.02.1 The following criteria shall be considered in making an assessment of candidates for an academic position:

(a) academic credentials, including degrees, special studies and honours;

(b) potential for excellence in undergraduate teaching at St. Thomas University;

(c) scholarly work, including research, publications and work of creative or cultural significance relevant to the area of appointment.

6.03 Hiring Committee

6.03.1 Hiring committees shall be composed of a minimum of four (4) Full-time Employees. In cases where a Department does not have four (4) eligible members, additional committee members shall be selected by agreement between the Department and the appropriate Dean. In serving on a departmental hiring committee, members are obliged to attend all interviews, teaching presentations and research discussions in order to ensure consistency and fairness in the hiring process.

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

6.04 Employment Equity

6.04.1 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.

6.04.1.1 Where an appointment is in a Department or Programme in which one of the groups identified in Article 6.04.1 is under-represented, and the qualifications of two (2) or more candidates for appointment are demonstrably equal with respect to the particular appointment, and one (1)

of those candidates has self-identified as being a member of a group that is under-represented in that Department or Programme then, all else being equal, the member of the under-represented group shall be offered the appointment.

6.04.2 There shall be an Employment Equity Committee consisting of four (4) persons, at least two (2) of whom are women, mutually appointed by the Employer and the Union for two-year staggered terms. The Parties shall attempt to make at least one (1) of the other appointments from the groups designated in 6.04.1.

6.04.3 The committee shall appoint one (1) of its members to participate, as a non-voting member, in the appointment process for all Full-time faculty positions.

6.05 Procedures

6.05.1 Before beginning its work, the hiring committee shall meet with the appropriate Dean to review procedures to recruit and appoint the best qualified candidates, to ensure that Employment Equity provisions in the Agreement are followed, and to discuss the wording of the advertisement and the hiring criteria.

6.05.2 Advertisements shall be made in appropriate Canadian academic and professional journals and websites. Such advertisements shall be prepared by the appropriate Dean, in consultation with the Chair of the hiring committee and the employment equity representative on the hiring committee, and placed by the Office of Human Resources. Where appropriate, additional advertisements shall be placed in specialized publications identified by the representative of the Employment Equity Committee. Every advertisement shall state "St. Thomas University is committed to employment equity for women, aboriginal persons, members of visible minority groups and persons with disabilities."

6.05.3 Within five (5) Days after the closing date, the hiring committee shall forward to the Vice-President (Academic and Research) for approval a shortlist, in order of priority. Normally the shortlist will consist of three (3) applicants. The representative of the Employment Equity Committee may submit a separate report to the Vice-President (Academic and Research). The Vice-President (Academic and Research), in consultation with the hiring committee and upon reasonable grounds, may add the names of other candidates to the list and/or change the priority on the list after reviewing all the applications received.

6.05.4 Normally, Full-time members of the Department involved shall be advised of the names of the candidates on the short-list and shall be given an opportunity to meet the candidates and provide feedback to the hiring committee.

6.05.5 Within five (5) Days following the conclusion of the interviews, the Vice-President (Academic and Research) shall meet with the Chair of the hiring committee to discuss the candidates. The Chair of the hiring committee shall communicate the views of the Vice-President (Academic and Research) to the hiring committee prior to their discussion of the candidates.

6.05.6 The hiring committee shall evaluate the candidates in terms of the agreed upon criteria and develop a recommendation to be sent to the President by the Department Chair. The recommendation shall rank all shortlisted candidates and give reasons for the ranking of each. The recommendation shall include a proposal for a specific rank and Y-value for the top candidate, as well as any other special conditions for the appointment. In cases where it is proposed that a candidate receive credit for previous experience, it is the responsibility of the Department Chair to provide evidence that the experience claimed meets the criteria in Appendix B.

6.05.7 The criteria for appointments are set out in Article 6.02 and in the advertisement for the applicable appointment. No candidate shall be recommended for appointment who does not meet the criteria for the appointment in question.

6.05.8 If the representative of the Employment Equity Committee believes that the qualifications of the candidate recommended by the hiring committee are not substantially superior to those of a shortlisted candidate from the groups listed in Article 6.04.1, he or she shall submit a separate report to the President. This report shall be submitted concurrently with the recommendation and evidence submitted by the Department Chair pursuant to Article 6.05.6**,** with a copy of the report provided to the hiring committee. The Union shall also be provided with a copy of the report if a current Union member is a short-listed candidate. Subject to the University's obligations under the Right to Information and Protection of Privacy Act, this report may be redacted in order to protect the privacy of non-Union members, unless a short-listed candidate(s) has consented to the disclosure.

6.05.9 The decision on the appointment shall be made by the President. If the President has reservations about the hiring committee's recommendation or about a recommendation from the representative of the Employment Equity Committee, the President may refer the matter to the CAPT for its recommendation. If the President rejects a recommendation from either the hiring committee or the Employment Equity representative, he or she shall provide the hiring committee, the Employment Equity representative and the Union with a written statement of all the reasons on which the rejection was based. The decision of the President shall not be subject to the arbitration procedures set out in this Agreement unless the grievance is based on Article 2.04 (Academic Freedom) or on procedural grounds as set out in Article 2.06 (Full and Fair Consideration).

6.05.10 The President shall make the decision on acceptance, rejection or referral of the hiring committee's recommendation within a reasonable period of time. If the decision is to accept the recommendation of the hiring committee, the President shall make an offer to the applicant and advise the Department Chair of this offer without delay. If the decision is to accept the recommendation of the Employment Equity representative, the President will ask the Department Chair to generate a proposal for that candidate.

6.05.11 The President shall consult with the Department Chair prior to making any offer to the applicant that differs from the recommendation of the hiring committee**,** except in the case where there is no Chair or Acting Chair. The President shall send a copy of the Letter of Appointment and a copy of the applicant's response to that offer to the Department Chair.

6.05.12 Any proposed appointment that confers tenure, or confers a rank above Assistant Professor shall be submitted to the CAPT for consideration and approval before the appointment is made.

6.06 Internal Appointment Procedures

Where a Department believes there may be one or more well-qualified candidates for a limited-term appointment already teaching full-time or part-time at the University, the Vice-President (Academic and Research) may authorize an internal competition for the position. The process will be subject to the provisions in Article 6.05 with the exception of the job advertisement which must be posted on the University Notice Board and circulated on the faculty/staff email list.

6.07 Alternative Procedure

Whenever academic appointments cannot be made in accordance with Article 6.05 or 6.06 because of insufficiency of time or for any other reasonable cause the appointment shall be a Limited-Term Appointment only. The President shall notify the Union, in writing, of the appointment including the reasons for the use of the alternative procedure.

6.08 Employment Equity Report

The Vice-President (Academic and Research) shall prepare an annual profile of Full-time Employees by term of appointment, separately identifying those designated in Article 6.04.1, in a manner that is consistent with the University's protection of privacy obligations under the Right to Information and Protection of Privacy Act. The report shall be submitted to the Employment Equity Committee by August 15.

6.09 Secondment

The Dean of Humanities may recommend to the Vice-President (Academic and Research) a secondment of an employee from another place of employment to the School of Education. Under no circumstances shall the secondee teach courses for which Part-time Bargaining Unit members are qualified, available and willing to teach. Moreover, under no circumstances shall the appointment of the secondee lead to the application of Article 5.12 (Lay-off and Recall Procedures – Regular Appointments) of the Part-time Collective Agreement by the Employer.

6.09.1 The recommendation of the Dean of Humanities, copied to the Union, shall include:

(a) evidence that all procedures of Article 5 of the Part-time Collective Agreement, except Article 5.12, have been followed;

(b) a detailed rationale regarding the individual's possible contribution to the School of Education;

(c) a description of the individual's proposed activities, including the courses to be taught. The courses shall not exceed twelve (12) credit hours;

(d) a suggested term for the appointment that shall not exceed two (2) years.

6.09.2 The Letter of Appointment for the secondee shall be copied to the Union.

ARTICLE 7 APPOINTMENTS

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

7.01 Effective Date of Appointment

The effective date of appointment shall normally be July 1.

7.02 Term of Appointment

Appointments shall confer one of three possible terms:

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

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

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

7.02.3.1 A Limited-Term Appointment may only be made for visiting professors; replacements for sabbatical leave or other leaves known at the time of posting to total at least ten (10) months' duration; to staff positions for such other reasons as may, from time to time, be agreed upon by the Employer and the Union; or to promote the consolidation of some part-time positions. The Vice-President (Academic and Research) shall not unreasonably deny a Department's request for a Limited-Term Appointment if the request meets the requirements of this Article. Reasonable grounds for refusing a request for a Limited-Term Appointment include, but are not limited to, budget constraints, enrolment, and the number of existing Limited-Term Appointments within the Department. Such grounds shall be set out in writing to the Chair of the Department making the request.

7.02.3.1.1 When the Employer does not replace sabbatical or other leaves with a Limited-Term Appointment as requested by a Department, the Vice-President (Academic and Research) shall issue a written report explaining the reasons for the non-replacement. The report shall be issued within fifteen (15) Days of the denial of the Department's request. The report shall be transmitted to the appropriate Department and the Union.

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

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

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

7.02.3.4.1 Any Employee who has been in a Limited-Term Appointment for four (4) years as of the signing of this Agreement may be converted to a Probationary Appointment, where there is a vacancy in the Department.

7.03 Rank

Rank shall be designated by the Employer as one of:

a) Lecturer

b) Assistant Professor

c) Associate Professor

d) Professor

7.04 Letter of Appointment

7.04.1 The President shall provide each Employee with a Letter of Appointment, designating the terms and conditions of that appointment, including salary, and shall provide the Union with a copy thereof.

7.04.2 The Letter of Appointment shall stipulate that the appointment is subject to this Agreement and shall include the Employee's remuneration; rank; the Y-value calculation; dates of employment and any special conditions which apply to the Employee including credit toward sabbatical leave.

7.04.3 A copy of the Letter of Appointment shall be placed in the Employee's Academic File and Personnel File which the Employer shall maintain.

7.05 Appointment Period

7.05.1 An Employee's appointment shall be on a yearly basis, running concurrently with the Academic Year. Although he or she shall not be obliged to teach without his or her consent outside the Teaching Year, any Employee may voluntarily accept a proposal made by the University to teach outside the Teaching Year or in the extension programme under terms and conditions, including appropriate compensation, offered by the Employer and agreed to by the Union. Compensation for such teaching shall be in excess of the Employee's normal salary and shall not be subject to the ceilings outlined in Article 18. It is understood that the Employee, as a professional academic, shall undertake research, study or professional activities whenever he or she is not engaged in teaching or other administrative duties, except for a vacation period.

7.05.1.1 Notwithstanding Articles 7.02.3 and 7.05.1, a Limited-Term Appointment shall be no less than ten (10) months. The term of the current Limited-Term Appointment shall be extended to the start of the new appointment in the event that the University requests that:

(i) the Limited-Term Appointment be extended into another Teaching Year, or;
(ii) the incumbent be assigned a new Limited-Term Appointment for the next Teaching Year under Article 6.06 (Internal Appointment Procedures), or;
(iii) the incumbent secures a probationary appointment.

The teaching load shall be a maximum of eighteen (18) credit hours. The length of the contract and the course load shall be specified in the employment contract.

7.05.1.1.1 Notwithstanding Article 7.05.1.1, a Limited-Term Appointment for those Employees who held Limited-Term Appointments during the 2007-2008 Academic Year shall be no less than twelve (12) months. The teaching load for a twelve (12) month Limited-Term Appointment shall be a maximum of eighteen (18) credit hours. The length of the contract and the course load shall be specified in the employment contract.

7.06 Entry and Re-entry of Administrators into the Bargaining Unit

7.06.1 A member of the Bargaining Unit who is appointed to the Board of Governors or who assumes administrative responsibilities and becomes excluded from the unit shall be an Employee and member of the Bargaining Unit upon completion of the said appointment with all rights and privileges maintained and accrued as if that person had not ceased to be a member of the Bargaining Unit.

7.06.2 Upon entering or re-entering the Bargaining Unit, Employees who have held academic administrative positions shall receive a salary and benefits in accordance with this Agreement, it being understood that administrative stipends shall not be maintained.

7.06.3 In the event that a University administrator is appointed to an academic position at the time of appointment as an administrator, the academic appointment process shall include consultation with the Department and the CAPT.

7.06.4 University administrators who held, or were appointed to, an academic position at the time of appointment as an administrator shall be entitled to enter or re-enter the Bargaining Unit with all the rights, privileges and accumulated credits as if time served in the excluded position had been served in the Bargaining Unit. No Employee holding an established position shall be displaced from the Department by the entry or re-entry of former academic administrators.

7.06.5 Should a University administrator be appointed without tenure or seek promotion in academic rank, the process of tenure or promotion shall be only in accordance with the provisions of this Agreement.

7.06.6 If an administrator is terminated from his or her administrative position and holds an academic position at the time of his or her termination, the termination from the administrative position is not termination from the academic position. Any termination from an academic position is procedurally distinct, and shall follow the relevant provisions of the Collective Agreement.

7.06.7 An administrator who does not hold an academic position is eligible to apply for an academic position.

ARTICLE 8 RENEWAL, PROMOTION, AND TENURE

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

8.01.1 The Committee on Appointments, Promotion, and Tenure (CAPT) is 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.

8.01.2 The CAPT is composed of six (6) faculty members as follows: three (3) tenured Employees selected by the faculty, one (1) Employee of either Lecturer or Assistant Professor rank elected by the faculty and two (2) Employees appointed by the President subsequent to the election of the faculty members mentioned above. The CAPT is also composed of the Dean of Humanities and the Dean of Social Sciences, who shall serve as Chair when the candidate is from a Department, Programme, or Subject Area within his or her responsibility. The Dean of Humanities and the Dean of Social Sciences, when acting as the Chair, shall vote only in the event of a tie vote, in which case he or she shall cast the deciding vote (Article 9.03.5.6). The Dean who is not chairing shall be an ex-officio member of the committee and shall not participate in discussions or voting on the candidate's file. Of the Employees on the committee no more than one (1) may be from the same Department. Terms are for three (3) years, in balanced staggered terms. Employees shall sit on the committee for a maximum of two (2) successive terms. No Department Chairs shall sit on the committee. The committee shall elect its secretary annually from among its members. The quorum of the committee shall be five (5); nevertheless, the committee shall endeavour to hold deliberations only when all its members are present.

8.01.2.1 In cases where the Dean who is acting as Chair is in a conflict of interest with the candidate, the Vice-President (Academic and Research) shall act as Chair of CAPT.

8.01.3 Elections to the CAPT shall be conducted by the Vice-President (Academic and Research) with all Employees holding full-time appointments eligible to vote. Election shall be by absolute majority of ballots cast. Terms begin on July 1 and terminate on June 30.

8.01.4 Where the Employees fail to elect members to the CAPT as outlined, the President of the University and the President of the Union shall consult and agree on a list of potential appointees. The President of the University shall then appoint from this list as many members as necessary to fill these vacancies. These appointments shall be for one year only.

8.01.5 The CAPT is primarily a committee of review, and its duties include ensuring that recommendations to the President are warranted with respect to existing criteria and standards and in accordance with Articles 8.02 and 8.03. The CAPT does not formulate academic or administrative policy.

8.01.6 The deliberations of the CAPT shall be strictly confidential.

8.02 Criteria for Renewal, Promotion, and Tenure

8.02.1 The criteria which shall be considered in making an assessment of an Employee for renewal of a probationary appointment, promotion in rank, or for tenured appointment are the following:

(a) quality and effectiveness as a teacher;

(b) academic credentials, including degrees, special studies and honours;

(c) scholarly work, including research, publications and work of creative or cultural significance;

(d) other contributions to the University, the professional field (where relevant), the Union, and the community;

(e) the Parties agree that greater achievement, as measured by the foregoing criteria, may be required for promotion to a higher rank than is required for promotion to a lower rank;

(f) other criteria shall not include reduction in the size of a Department or discipline.

8.03 Consistency of Recommendations

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

8.03.1 The Parties recognize the standards contained in Appendix E.

8.04 Recommendations and Decisions

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

(a) Promotion: that promotion be granted or that promotion be denied;

(b) Renewal: that renewal of appointment be granted or that renewal of appointment be denied;

(c) Tenure: that tenure be granted, or that tenure be denied, or that a decision on tenure be deferred. No tenure decision shall be deferred for more than two years. If the Departmental review committee or the CAPT is tending toward a negative decision, the candidate shall be invited to request a deferral. A deferral of one year shall be granted only where the candidate provides credible evidence that the standards can be met within this period. A second year of deferral shall be granted only where the candidate provides both credible evidence that the standards can be met within the period of the requested deferral and credible evidence of extenuating circumstances sufficiently substantial to justify deferral. A letter from an appropriate

professional authority attesting to these extenuating circumstances and their impact on the candidate's capacity to carry out his or her teaching, research, and service responsibilities, shall be a sufficient form of evidence.

8.04.2 Any letters from professional authorities submitted as a part of a request for deferral shall be placed in the Employee's Academic File in a sealed envelope marked "Restricted: For use in deferral of tenure cases only".

8.04.3 In the event that new standards are developed in a process instituted by the President, and if those standards are incorporated into this Agreement by the Parties,

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

(b) tenured Employees applying for promotion to the rank of Associate Professor or Professor shall have the option to meet previous standards for a period of four (4) years, or to meet the improved standards.

8.05 Consideration for Tenure

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

8.06 Years at Other Universities

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

8.07 Periods of Leave

8.07.1 Time spent on sabbatical leave shall not, unless otherwise requested by the Employee concerned, count as time in computing eligibility for tenure.

8.07.2 Time spent on leave of absence without salary may, at the discretion of the Employer, be counted as contributing towards eligibility for tenure.

8.08 Academic File

8.08.1 The Academic File shall contain only the Letter of Appointment, documents related to renewal, academic leave, promotion, and/or tenure, and documents specifically authorized for inclusion under this Agreement. Academic leave is limited to sabbatical leave, and 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.

8.08.1.1 The Academic File shall also contain annual reports and the Vice-President (Academic and Research)'s performance reviews based on the annual reports. The Academic File shall also contain final records of discipline when the discipline is pertinent to the relevant criteria for renewal, promotion and/or tenure (Article 8.02); 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 15.01.3.

8.08.2 When applying for renewal, promotion, and/or tenure, an Employee shall, on or before the date specified in Article 9.01 (Application), submit an application, including, in accordance with Appendix E (Statement of Standards), evidence of academic credentials, a curriculum vitae, teaching portfolio, evidence of scholarly contributions, and other supporting documentation. An Employee applying for both tenure and promotion to Associate Professor does not need a separate application for each.

8.08.3 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 his or her consent to the addition or they shall not be included.

8.08.4 In accordance with Article 9.02.6, 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.

8.08.5 In accordance with Article 9.03.6, 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.

8.08.6 Upon completion of the procedures under Article 9, 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.

8.08.7 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.

8.08.8 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.

8.08.9 An Employee shall have access to his or her 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 his or her Academic File.

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

8.08.11 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 his or her 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 his or her 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.

8.08.12 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 renewal, tenure, promotion, or academic leave. 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 renewal, promotion and/or tenure. 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.

8.08.13 In the event of a grievance on renewal, tenure, or promotion, the grievor shall have access in the manner indicated in Article 15.01.3 to the application and the Academic Files for Employees for whom the CAPT has made recommendations on renewal, tenure, or promotion since its establishment.

8.09 Personnel File

8.09.1 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 his or her 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 his or her 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.

8.09.2 Upon providing reasonable advance notice to the Director of Human Resources, an Employee shall have access to his or her 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 his or her Personnel File.

8.09.3 If an Employee believes that a document or information contained in his or her Personnel File is erroneous, inaccurate, inadequate, or not relevant to the Employee's employment relationship he or she 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 will 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 will communicate that decision to the Employee in writing and state the reasons for the denial within ten (10) Days of rendering the decision.

8.09.4 In the event of a grievance, the grievor shall have access in the manner indicated in Article 15.01.3 to the Personnel File.

ARTICLE 9 PROCEDURES FOR RENEWAL, PROMOTION, OR TENURE

9.01 Application

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

9.02 Department Recommendation

9.02.1 Decisions taken under this section must be reached by Departmental committees comprised of a minimum of four (4) persons who are Full-time Employees on continuing appointments. Where Departments cannot meet this standard, additional faculty will be added to the Departmental committee. Additional faculty will be selected by joint agreement between the appropriate Dean and the Department involved.

9.02.2 Each Department shall assess the qualifications and performance of each Employee in the Department who is automatically eligible or who formally applies for renewal, promotion, or tenure.

9.02.3 The Department shall establish a committee of the Department, according to procedures set down by the Department, to assess Employees eligible for renewal, promotion, or tenure.

9.02.4 The Department committee shall consider all relevant evidence in conducting its assessment of the Employee. In particular, subject to the other provisions of this Agreement, the committee shall examine 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.

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

9.02.6 The Department committee shall prepare a written report of each recommendation on renewal, promotion, or tenure in accordance with Article 8.04 and shall transmit the report to the Employee concerned and to the CAPT on or before the appropriate date: on renewal, October 15; on tenure and promotion to Professor, October 31; on promotion to Assistant or Associate Professor, November 30. Any negative evidence, oral or written, considered by the Departmental committee shall be summarized in the report.

9.02.7 The Departmental committee shall also transmit to the CAPT all documents considered and deemed relevant. Other documentary materials shall be returned to the supplier after the time limit for filing a formal grievance (as outlined in Article 15.04) has expired, except that in the event a formal grievance is lodged, the material shall be returned after final resolution of the grievance.

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

9.03 CAPT recommendation

9.03.1 The CAPT shall be responsible for reviewing all Department recommendations on renewal, promotion and tenure; and shall make recommendations to the President on the renewal, promotion, and tenure of Employees in accordance with this Article.

9.03.2 The CAPT shall review all Department recommendations on renewal, promotion and tenure in consultation with the Department Chair or the Chair of the appropriate Departmental committee.

9.03.3 In its review, the CAPT shall consider the report of the Departmental committee and the applicant's written response to that report, if any, 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 provision for full and fair consideration in this review as specified in Article 2.06.

9.03.4 In cases of consideration for promotion to the rank of professor a formal hearing shall be held. In cases of consideration for renewal, tenure or promotion to ranks other than professor 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.

9.03.4.1 Where outside assessments are obtained as outlined in Article 9.03.5.4, the CAPT shall, prior to the formal hearing, provide the candidate with a copy of the outside assessments with all identifying marks removed.

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

9.03.5.1 It shall take into consideration the criteria set out in Article 8.02, and other provisions of the Agreement pertinent to renewal, promotion, and tenure;

9.03.5.2 It shall invite the Employee to appear before it on his or her 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.

9.03.5.3 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.

9.03.5.4 Outside Assessments

9.03.5.4.1 In the event an Employee's competence in his or her area(s) of scholarly activity is in question, it shall solicit

opinions of specialists in the area(s) of scholarly activity from outside the University;

9.03.5.4.2 In the case of making a recommendation for the rank of Professor, assessments shall be obtained from two (2) outside specialists who hold the rank of Professor, or did before retirement, and who are expert in the area(s) of the candidate's scholarly activity. Assessors shall be chosen by the committee with due regard to the area(s) of scholarly activity and theoretical orientation specified by the candidate. One (1) assessor shall be selected from a list composed of three (3) names submitted by the candidate. One (1) assessor shall be selected from a list of three (3) names submitted by the Departmental committee. The Departmental committee may consult with the candidate as to the names on the list. Outside assessors will be required to examine relevant documentation from each of the categories of achievement outlined in the statement of standards, i.e., scholarship, teaching, and service. The candidate shall be given the opportunity to review the materials to be sent out for assessment, in order to ensure that no materials essential to the case have been omitted. The candidate will not have the right to have material withheld, nor to add material not previously considered by the Departmental committee.

9.03.5.4.3 In soliciting opinions under Article 9.03.5.4.1 or in obtaining assessments under Article 9.03.5.4.2 the CAPT shall specify that these assessments will be shown to the candidate with all identifying marks removed.

9.03.5.5 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 recommendations.

9.03.5.6 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;

9.03.5.7 It shall maintain a record of attendance, appearances, recommendations, and a dossier of all documents consulted;

9.03.5.8 It shall, if it cannot arrive at a positive recommendation on the basis of the evidence before it, summarize for the Employee concerned the evidence presented to it, including all the evidence considered under Article 9.03.5.4, and invite the Employee to respond to the negative evidence, and to the absence of supporting evidence. It shall provide the relevant

details of the negative evidence and of the absence of supporting evidence to permit the Employee to prepare an adequate response.

9.03.5.9 It shall issue a written recommendation containing the conclusions drawn by the committee and providing relevant details of the evidence on which those conclusions were based.

9.03.6 The CAPT shall make its recommendations in writing and submit them, together with a written statement of all the reasons on which each recommendation was based to the President, with a copy at the same time to the applicant, on or before the appropriate date: for renewal, November 15; for tenure, December 15; for promotion, April 30. When a formal hearing is held, these deadlines shall be extended by one month.

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

9.03.6.2 If the CAPT cannot make a recommendation by the date set forth above or by a new deadline set in accordance with Article 2.06.3, it shall so inform the President on or before the deadline and the President, in 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 Employee within two (2) weeks of the date established in Article 9.04.1. The provisions of Article 9.04.2 shall be deemed to be in force, with the Departmental committee taking the place of the CAPT.

9.03.6.3 The secretary of the CAPT shall give to the Vice-President (Academic and Research) a copy of its final recommendation to the President, and the Vice-President (Academic and Research) shall place the copy in the Employee's Academic File. At the same time, the secretary of the CAPT shall send the recommendation to the President for each Employee for whom it has made recommendations on renewal, tenure, or promotion. 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 for renewal, tenure, or promotion (Article 9.03.7). This Article includes all such recommendations of the CAPT to the President since its establishment.

9.03.7 Following its deliberations, the CAPT shall give to the Vice-President (Academic and Research) all documents in its possession relevant to the assessment of an Employee for renewal, tenure or promotion (with the exception of materials excluded by Article 8.08), and the Vice-President (Academic and Research) shall place the documents in the Employee's Academic File.

9.03.7.1 The CAPT shall not maintain an independent personnel file; at the conclusion of a formal hearing all documents relevant to the assessment of the Employee for renewal, promotion or tenure (with the exception of materials excluded by Article 8.08) shall be given to the Vice-President (Academic and Research), who shall add them to the Employee's Academic File. The documents so added shall be numbered and listed in

a covering letter signed by the Chair of the CAPT which identifies the documents as those used by the CAPT in the matter under deliberation.

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

9.04 Decisions on Renewal, Promotion, or Tenure

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

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

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

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

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

ARTICLE 10 LEAVE OF ABSENCE

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

10.01 Short-term Sick Leave

10.01.1 Short-term sick leave is intended to provide income protection for illnesses or injuries that render Employees unable to carry out their responsibilities to the Employer. For any one such absence of fewer than ten (10) consecutive Days, no medical documentation is required, however, the Employee is required to notify the Department Chair who shall make the appropriate arrangements to ensure the Employee's classes continue as scheduled. For any single absence lasting ten (10) or more consecutive Days, or for multiple absences totalling ten (10) Days in one academic semester, the Employer may require medical documentation.

10.01.2 No Employee shall be entitled in any Academic Year to more than six (6) months short-term sick leave.

10.01.3 Full salary and benefits shall be fully maintained during sick leave. Time spent on sick leave shall count as time in service in computing sabbatical leave credit and eligibility for tenure and promotion. An Employee on sick leave shall have his or her salary for the period subsequent to the leave computed as though he or she had not had leave.

10.01.4 In order that the Employer may more readily arrange to have the academic duties of an Employee on sick leave carried out; the provisions of Article 17.04.3 shall be waived throughout the duration of the sick leave and only to the extent that they apply to the discharge of the academic duties affected by the Employee's sick leave.

10.01.5 Procedures

10.01.5.1 The Employee shall inform the Department Chair as soon as possible of his or her illness in order that adequate alternative arrangements can be made to fulfill the Employee's duties.

10.01.5.2 The Department Chair shall advise the appropriate Dean immediately of any absence due to illness or injury lasting ten (10) consecutive Days or more in one Academic Year.

10.01.5.3 The Employee shall provide medical evidence upon request verifying the illness and anticipated return to work date. The Employee shall keep the Employer informed of the latest medical opinion as to the likely duration of any extended or frequent illness.

10.01.5.4 In cases of extended or frequent uses of sick leave the Employer may require a second medical opinion from a legally qualified medical practitioner approved by both the Employee and the Employer regarding the Employee's condition in addition to the medical evidence provided by the Employee. The University shall reimburse the Employee for any fees and charges paid in obtaining the second opinion.

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

10.01.5.6 By mutual agreement between the Employer, an Employee on sick leave and the legally qualified medical practitioner, the Employee may initially return to work on a part-time basis. During such phased-in return to work, the Employee shall receive full salary if sick leave entitlements under Article 10.01.2 have not been exhausted. The Employee shall inform the Union of any such agreement. If a phased-in return to work is feasible after an Employee has completed the six (6) month period of sick leave, arrangements may be made under Article 17.02.4 (Variation in Standard Teaching Load) and/or 17.06 (Reduced Load) with the agreement of the Employer, Employee, and the Union.

10.01.5.7 An Employee, following six (6) consecutive months of short-term sick leave, shall be eligible for disability leave in accordance with the University group insurance plan. Time spent on disability leave shall not count as time in service in computing sabbatical leave credit or eligibility for promotion and tenure. An Employee on disability leave for a period of two (2) years, without good proposals for return to work within a reasonable period of time, shall be deemed to have given notice of termination.

10.02 Long Term Disability

10.02.1 Salary continuance for prolonged periods of sick leave is provided under a Long Term Disability Insurance plan for eligible members.

10.02.2 Benefits shall be fully maintained during long term disability for eligible members. The Employer shall pay both the employer and employee contributions for all required insurance benefit premiums and pension contributions while an Employee is on an approved long term disability leave of absence.

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

salary will continue under the provisions of the Long Term Disability Insurance Program.

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

10.03 Compassionate Leave

It is recognized that certain emergencies may arise in any Employee's personal or family life which may require absence from the University for a limited period of time. Before departure, the Employee shall notify the 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.

10.04 Sabbatical Leave

10.04.1 The Employer recognizes the importance and benefit of sabbatical leave to Employees and to the University. Such leaves provide Employees with the opportunity for intellectual and professional renewal and enhancement through study, research, scholarship, creative work and other activities, and such leaves also enhance the ability of Employees to contribute to the University on their return. Employees are eligible for twelve (12) month sabbatical leave on earning six (6) credits in accordance with Article 10.04.4. Employees on probationary and tenured appointments are also eligible for six-month sabbatical leave on earning three (3) credits in accordance with Article 10.04.4. Subject to approval by the President, the University may give credit toward sabbatical leave based on years of service at other universities. Employees accepting sabbatical leave recognize their obligation to be available for continued service to the University for at least one year immediately following the period of leave. This obligation may be waived by the Employer when substantial professional advancement would be severely impeded or in the case of personal hardship.

10.04.2 Sabbatical leave is not automatically granted to every eligible Employee. The Employee shall make application in writing to the Department Chair and the appropriate Dean no later than thirteen (13) months (i.e., May 31) preceding the Academic Year during which sabbatical leave is requested. Applications made after this date may be considered in exceptional circumstances. In an application the Employee shall include the following: the purpose of the proposed sabbatical leave; the activities to be undertaken, including a work plan; anticipated benefits for teaching, professional development and/or scholarship; and if relevant, plans for dissemination of results; a copy of the written report submitted in accordance with Article 10.04.7 for the preceding sabbatical leave. The application shall be in sufficient detail to allow an evaluation of the request. The Department shall provide an evaluation of each sabbatical leave request in light of only the materials submitted by the Employee and the purposes of sabbatical leave as established in Article 10.04.1 and examine the implications of such leave for academic programs and teaching allocations, and recommend in writing to the appropriate Dean, with a copy to the applicant, on or before June 30.

10.04.2.1 At the request of the appropriate Dean, the applicant, the Department Chair and the Dean shall meet to discuss the application and/or the Department's recommendation in any particular case.

10.04.2.2 The Deans shall each make his or her recommendations to the President on or before August 31.

10.04.3 The President shall communicate the University's decision to the Employee by September 30. If the decision is negative, the President shall include a statement of all the reasons on which the decision was based.

10.04.3.1 An Employee who wishes to reschedule sabbatical leave after it has been granted shall forward a written request, with reasons for rescheduling, to the appropriate Dean at the earliest possible date. An Employee may be asked to reschedule a sabbatical leave after it has been granted if the Employee has had another leave immediately prior to the start of the sabbatical leave.

10.04.3.2 Where an Employee on a limited term appointment is granted sabbatical leave, the President shall, if necessary, extend the period of the appointment to cover the period of sabbatical leave, notwithstanding Articles 4 and 5 of this Agreement.

10.04.3.3 An Employee may defer a sabbatical leave request. Up to one year of deferment shall be counted as service toward an application for a subsequent leave.

10.04.3.4 The University may request that a sabbatical leave request be deferred for up to one year in the event that the Employee's services are required by the University during the period for which leave is requested. The period of deferment shall be counted as service toward an application for a subsequent leave.

10.04.4 Credit Toward Sabbatical Leave

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

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

10.04.5 Sabbatical Remuneration

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

salary. An Employee with 11 or more sabbatical leave credits may apply for a one year sabbatical with remuneration equal to 100% of the Employee's normal salary. An Employee taking his or her first sabbatical over a twelve-month period shall receive remuneration equal to 100% of the Employee's normal salary. An Employee taking his or her first two (2) consecutive sabbaticals over two (2) six-month periods shall receive remuneration equal to 100% of the Employee's normal salary for both six-month sabbaticals. Under no circumstances will an Employee receive remuneration during sabbatical leave equal to 100% of the Employee's normal salary for more than a total of twelve (12) months.

10.04.5.2 Those on sabbatical leave shall, subject to federal regulations, be entitled to receive a portion of their sabbatical salary in the form of a research grant provided that they can demonstrate to the senate research committee that such funds are required for the research to be carried out. The tax status of expenditures under the research grant is the sole responsibility of the Employee.

10.04.5.3 An Employee on sabbatical leave shall continue to receive all benefits and shall have his or her salary for the period subsequent to leave computed as though he or she had not had leave.

10.04.5.4 Twelve-month sabbatical leave shall extend for a period of one (1) Academic Year; six-month sabbatical leave shall extend for a period of one half year, either from July 1 to December 31, or from January 1 to June 30, inclusive. By agreement between the sabbaticant, the Department and the President the dates on which twelve-month sabbatical leave and six-month sabbatical leave begin and end may be altered.

10.04.6 In exceptional circumstances and for sound academic reasons, a six-month sabbatical leave may be spread over a twelve-month period by agreement between the sabbaticant, the Department and the President. The sabbaticant will assume a teaching load normally required for this period and may be required to share an office.

10.04.7 A faculty member returning from sabbatical leave shall submit to the appropriate Dean, within three (3) months of his or her return, a written report which references the study plan outlined in 10.04.2.

10.04.8 Employees taking sabbatical leave are encouraged to seek research grants and fellowships to fund activities while on sabbatical. Employees must comply with Article 17.07 in accepting any employment outside the University while on sabbatical.

10.05 Leave of Absence Without Salary

10.05.1 Leave of absence without salary may be granted to an Employee at any time at the

discretion of the President in accordance with the procedures outlined in Articles 10.05.6, 10.05.7 and 10.05.8. Leave of absence without salary may be sought for further studies, public service, pre-school age child care, care of an aging parent, or for other reasons which the Employee shall specify.

10.05.2 An applicant may identify a leave of absence without salary as being for full-time research, for full-time teaching at a degree granting institution or for a combination of research and teaching. If granted, such leave shall count towards eligibility for sabbatical leave, subject to the Employee demonstrating that the leave was in fact used for the purpose intended. Such leave shall normally count as time in service in computing eligibility for tenure and promotion. The Employee's salary for the year subsequent to leave shall be computed as though he or she had not had leave.

10.05.3 Up to one (1) year of a leave of absence to obtain a postgraduate degree, upon successful completion of the degree, shall normally count for credit toward sabbatical leave, as time in service in computing eligibility for tenure and promotion, and for a career progress increment pursuant to Article 18.02.3.

10.05.4 Leave of absence without salary for public service or for further study involving retraining may count toward eligibility for sabbatical leave if approved by the Employer at the time the leave is granted. Where such leave does count as credit toward sabbatical leave, it shall also count as time in service in computing eligibility for tenure and promotion, and the Employee's salary for the year subsequent to the leave shall be computed as though he or she had not had leave.

10.05.5 Not more than one (1) year leave of absence without salary granted under Article 10.05.2 or 10.05.4 in a seven-year period may count toward eligibility for sabbatical leave. Additional leaves of absence without salary taken in the same period shall not count toward a subsequent sabbatical leave.

10.05.6 Employees seeking leave of absence without salary shall apply not later than September 1 prior to the Academic Year in which leave is planned.

10.05.7 For leaves for which sabbatical leave credit, credit for eligibility for tenure and/or promotion, career progress increment, and/or fringe benefits are sought, the Employee shall apply for leave of absence without salary to the Department Chair and the appropriate Dean. In the application the Employee shall include a statement of the purpose of the leave, the starting date and duration of the leave and the terms and conditions requested (with regard to sabbatical leave credit, eligibility for tenure and promotion, career progress increment, and fringe benefits). The appropriate Dean, after consulting with the Department Chair, shall make a recommendation to the President by October 1.

10.05.8 For leaves of absence for which none of the above-mentioned credits and/or benefits are sought, the Employee shall apply to the President at the earliest possible time. In the application the Employee shall include a statement of the purpose of the leave, the starting date and the duration of the leave and a declaration that no credits or benefits are being sought. The President shall inform the Employee's Department of the request for leave and shall ask the Department

for an evaluation of the impact of this leave on the Department's programmes. The Department shall provide an evaluation to the President as soon as possible.

10.05.9 The President shall communicate the decision to the Employee by October 15. If the decision is positive, the President shall include a statement of all the terms and conditions of the leave. If the decision is negative, the President shall include a statement of all the reasons on which the decision is based. The decision of the President on leave of absence without salary shall not be subject to the grievance procedures set out in this Agreement.

10.05.10 In appropriate circumstances, the President may, at his or her discretion, substitute later dates for those given in Articles 10.05.6 and 10.05.9.

10.05.11 Benefits

10.05.11.1 In cases where a leave of absence without salary is approved which counts as credit towards sabbatical leave, the Employer shall normally maintain the benefit plans identified in Article 19 as if the Employee were not on leave. However, in cases where the Employee is working full time for another Employer during the period of leave, the Employer shall not normally maintain Employer contributions to benefit plans.

10.05.11.2 In cases where a leave of absence without salary is approved, which does not count as credit toward sabbatical leave, the President may, at his or her discretion, agree to maintain the benefit plans identified in Article 19 as if the Employee were not on leave.

10.05.11.3 Any agreement by the Employer to maintain benefit plans as if the Employee were not on leave is contingent on the Employee's continuing to make the required contributions to these plans.

10.05.11.4 In cases where the Employer does not agree to maintain benefit plans as if the Employee were not on leave, the Employee may, at his or her discretion, continue to participate in any or all of these plans by making the required Employer contributions in addition to the required Employee contributions.

10.06 Deferred Salary Arrangement

10.06.1 In accordance with Canada Revenue Agency regulations an Employee may finance a leave of absence by taking a reduction in his or her regular salary over a given period prior to the leave (e.g., by taking 75% of salary for three years, an Employee would receive a payment of 75% of the normal salary during an approved leave of absence during the fourth year). An Employee who wishes to self fund a leave must initiate the procedures contained in Article 10.05.1 and receive approval for the leave prior to the period of reduced salary.

10.06.2 Benefits for Employees on self-funded leave shall be maintained in accordance with Article 10.05.11.

10.07 Maternity, Parental and Adoption Leave and Benefits

10.07.1 Maternity Leave and Benefits

Upon request by an Employee, the University shall grant 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.

10.07.1.1 Subject to Article 10.07.1.2, the Employee's salary shall be maintained at 100% of her regular weekly earnings for the period of her leave by the Employer paying the difference between the EI maternity benefits and 100% of the Employee's regular weekly earnings.

10.07.1.2 The Employee is required to apply for EI maternity benefits and must be eligible for EI maternity benefits for the Employer to be required to maintain 100% of the Employee's regular weekly earnings under Article 10.07.1.1. Contributions to the pension and insurance benefit plans shall continue on the part of the Employee and the Employer on the basis of 100% of salary. In any week, the total combined amount of Employer maternity benefits and EI maternity benefits and other earnings received by the Employee shall not exceed 100% of the Employee's regular weekly earnings**.** The Employee will be asked to submit her benefit stub to verify receipt of EI benefits and other earnings.

10.07.2 Parental and Adoption Leave and Benefits

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 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 10.07.1, 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.

10.07.2.1 Subject to Article 10.07.2.2, the Employee's salary shall be maintained at 100% of regular weekly earnings for fourteen (14) weeks of parental leave by the Employer paying the difference

between the EI parental benefits and 100% of the Employee's regular weekly earnings.

10.07.2.2 The Employee is required to apply for EI parental benefits and must be eligible for EI parental benefits for the Employer to be required to maintain the Employee's regular weekly earnings at 100% under Article 10.07.2.1. Contributions to the pension and insurance benefit plans shall continue on the part of the Employee and the Employer on the basis of 100% of salary. In any week, the total combined amount of Employer parental benefits and EI parental benefits and other earnings received by the Employee shall not exceed 100% of the Employee's regular weekly earnings. The Employee shall be asked to submit his or her benefit stub to verify receipt of EI benefits and other earnings.

10.07.3 Adoption Leave and Benefits

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

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

10.07.3.3 Subject to the requirements set out in this Article, the Employee's salary shall be maintained at 100% of regular weekly earnings for the period of the leave. This shall be done by the Employer paying the difference between the EI parental benefits and 100% of the Employee's regular weekly earnings. The Employee is required to apply for EI Parental Benefits and must be eligible for EI parental benefits for the Employer to be required to maintain 100% of the Employee's regular weekly earnings under this Article. In any week, the total combined amount of Employer adoption benefits and EI parental benefits and other earnings received by the Employee shall not exceed 100% of the Employee's regular weekly earnings. Contributions to the pension and insurance benefit plans shall continue on the part of the Employee and the Employer on the basis of 100% of salary.

ARTICLE 11 TERMINATION OF EMPLOYMENT

11.01 Resignation

An Employee who wishes to resign shall first consult the Union and then notify the President, the Vice-President (Academic & Research), the appropriate Dean, and the Department Chair in writing as soon as possible and no later than four (4) months prior to the effective date of the resignation.

11.02 Repudiation of Appointment

An Employee shall be deemed to have repudiated his or her appointment and thereby terminated his or her rights under the Agreement if he or she accepts full-time employment outside the University without the Vice-President (Academic and Research)'s prior consent or if he or she is absent from his or her classes for two (2) or more consecutive weeks during the Teaching Year without leave or permission from the Vice-President (Academic and Research) except for reasonable cause. In such cases, procedures outlined in Article 13.02.5 shall apply.

11.03 Other Termination

11.03.1 Employment of an Employee may be terminated by mutual agreement, in writing, at any time.

11.03.2 Employment may also be terminated in accordance with Articles 12, 13, and 14.

ARTICLE 12 RETIREMENT

12.01 Retirement

12.01.1 Employees shall provide at least twelve (12) months written notice to the Vice-President (Academic and Research) of their intention to retire in order to facilitate proper academic planning. The effective date of retirement shall normally be either December 31 or June 30.

12.01.2 Required Employee and Employer contributions will continue to be made to the pension plan until an Employee's actual retirement date or such earlier date as may be required under applicable legislation.

12.02 The Employer agrees to provide for benefits, including contributions to health and benefit plans, with the exception of those benefits that may not be available because of age or pension-contribution restrictions imposed by the carriers of the benefit plans, to former Employees who have retired, provided the individual makes payment for the benefits. The Employer shall inform the retired Employee of the payments required.

12.03 The Employer agrees to provide for retired Employees such office space, use of library and athletic facilities, secretarial services and parking privileges as may be determined by the Vice-President (Academic and Research) on the advice of the Department Chair.

12.04 Continuing Appointment

12.04.1 TRANSITION – Full-time Continuing Appointment

Article 12.04.1 shall apply to Employees who have retired and are currently on a Continuing Appointment.

12.04.1.1 Initial or subsequent continuing appointments are for one (1) to three (3) years at the Employee's rank. The salary of a continuing appointment is the floor of Lecturer for Assistant Professors, the mid-range of Lecturer for Associate Professors, the ceiling of Lecturer for full Professors. The Parties agree that such Employees may, at their discretion, elect not to receive University pension benefits during this employment and to continue membership in the University pension plan. Contributions to the pension plan will be the maximum allowable by law and in the Employer-Employee ratio under the Pension Plan for Employees of St. Thomas University.

12.04.1.2 The Employer agrees to provide for benefits, including contributions to health plans, with the exception of those benefits that may not be available because of age restrictions imposed by the carriers of the benefit plans, to Employees appointed under Article 12.04.

12.04.2 Part-time Appointment

An Employee who has retired may apply for a part-time appointment, which is an appointment at the Employee's rank under the terms of the Agreement between St. Thomas University and the Faculty Association of the University of St. Thomas, Part-time Bargaining Unit.

12.05 Retirement Counselling

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

12.06 Early Retirement

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

12.06.2 Subject to Article 12.06.1, health, life, and AD&D insurance benefits will be maintained for Employees opting for early retirement on the same terms as for Full-time Employees until age sixty-five (65). Individuals may opt out of these plans.

ARTICLE 13 DISCIPLINE

13.01 Disciplinary action shall be taken only for just and sufficient cause. Only the President and the Vice-President (Academic 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.

13.02 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.

13.02.1 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.

13.02.2 If no satisfactory solution is reached at the meeting provided for in Article 13.02.1, 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.

13.02.3 The only disciplinary measures that may be imposed are:

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

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

13.02.5 Dismissal is an action by the Employer to terminate an appointment without the consent of the Employee, before the end of the appointment period, and shall be only for just and sufficient cause. With the exception of terminations under Article 14 (Financial Exigency), the unilateral termination by the Employer of a probationary or limited-term appointment during the course of its term, and the termination of a tenured appointment constitute dismissal.

13.02.5.1 If the Employee's whereabouts are unknown to the Employer and the Union, the meeting described in Article 13.02.1 above shall be dispensed with and the President may immediately give notice of dismissal by registered mail addressed to the Employee at his or her last known address. A copy of the notice of dismissal will be sent to the Union.

13.02.5.2 If the Employee wishes to contest his or her dismissal, he or she shall, within thirty (30) calendar days of receiving written notice of dismissal (or, in the case of the Employee being notified by registered mail as provided for in Article 13.02.5.1, within thirty (30) calendar days of the registered receipt of the dismissal notice), give the Employer and the Union notice in writing that he or she requests that the dismissal be submitted to arbitration. The Union may initiate arbitration procedures in accordance with Article 15.

13.02.5.3 The Employer shall not introduce into evidence at arbitration any notices of discipline of which the Employee was not aware. Any evidence introduced at an arbitration relating to discipline shall be confined to that which is relevant to the grounds of the notice of discipline referred to in this Article.

13.02.5.4 The Union has the option of choosing expedited arbitration or regular arbitration. In the event of expedited arbitration, the Employee shall continue to receive his or her salary and other benefits up to a maximum of six (6) months or until the arbitrator renders a decision, whichever comes first. In the event of regular arbitration, the Employee shall continue his or her salary and other benefits up to a maximum of four (4) months or until the arbitrator renders a decision, whichever comes first. At the Employer's discretion the Employee may be suspended from the performance of some or all of his or her duties.

13.03 If disciplinary procedures are in progress at the same time as an Employee is being considered for renewal, tenure, or promotion, either the Employer or Employee may request that the renewal, tenure or promotion process be deferred until the disciplinary process has been concluded. In cases of renewal or tenure, the Employee's contract shall be extended by the length of the deferral to allow for completion of the renewal or tenure process.

13.04 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.

13.05 Any record of discipline shall be removed from an Employee's Personnel File, and his or her Academic File if it has been placed there in accordance with Article 8.08.1.1, 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.

13.06 Harassment and Discrimination

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

ARTICLE 14 FINANCIAL EXIGENCY

14.01 The termination of the employment of any Employee because of financial exigency shall only occur after a declaration of financial exigency by the Board of Governors.

14.02 The Board of Governors shall not declare a state of financial exigency except on *bona fide* financial grounds.

14.03 If the Board of Governors believes a financial exigency exists it shall give notice to the Union of that belief together with a statement of the financial reasons for that belief and shall establish a financial commission of three (3) persons. The Board of Governors shall consult the Union to establish an agreed list of names from whom these three (3) shall be chosen. The three (3) persons shall be selected by the Board of Governors within thirty (30) days of the decision to establish a financial commission. The terms of reference of the commission shall be:

14.03.1 to assess whether in the light of a full examination of the University's financial situation a *bona fide* financial exigency exists;

14.03.1.1 the commission shall have access to all that financial information referring to the operations, assets and the ancillary enterprises of the University which is necessary to make a judgment as to whether there is a financial exigency or not;

14.03.1.2 the commission shall invite submissions or written representations from the Union, the faculty and the student representative council;

14.03.1.3 the occurrence of an operating deficit in any given year shall not necessarily constitute a *bona fide* financial exigency;

14.03.2 to make recommendations, if it sees fit, as to what measures might be taken, whether through reductions of academic staff or other means, to resolve the exigency;

14.03.3 to assess whether a decision to resolve the financial exigency through reductions of academic staff is necessary.

14.04 The report of the commission shall be advisory to the Board of Governors. The report shall be submitted to the Board of Governors within twenty (20) Days of the commission being constituted. After receiving the report the Board shall make a decision as to whether or not a financial exigency exists, and shall promptly communicate this decision to the President, the Senate and the Union. The Board may not unreasonably disagree with the report of the commission. If the Board declares that a state of financial exigency exists it shall make the report of the commission available to the Senate and the Union.

14.05 It is the responsibility of the Senate to recommend the general areas, by discipline, in which reductions are to be made.

14.05.1 Within twenty (20) Days of receiving the commission's report, the Senate shall make its recommendations to the President. If the President does not accept all the recommendations of the Senate he or she shall, within twenty (20) Days of receiving them, convoke a meeting of the Senate to discuss his or her reasons for rejecting or modifying them. Within thirty (30) Days of this meeting the President shall communicate his or her final decisions to the Departments with a statement of all the reasons of which the decisions are based.

14.05.2 The decision of the President shall not be subject to arbitration procedures as set out in Article 15 of this Agreement unless the grievance to be submitted to arbitration is based on an alleged violation of Article 2.04, Article 2.05 or Article 2.06. Other grievances against a decision made by the President pursuant to Article 14.05.1 shall, if unresolved, be subject, *mutatis mutandis*, to all the procedures of Article 15, with the exception that the arbitration board shall be composed of a member of the Board of Governors chosen by the Board of Governors, a member of the Union chosen by the Union and the Chair of the Board of Governors.

14.06 The termination of the appointments of individual faculty members, made necessary by a reduction in academic staff, shall be determined under the following procedures:

14.06.1 all Departments requested to reduce staff shall consider all their faculty members;

14.06.2 termination of academic appointments shall be in the following order of preference:

14.06.2.1 voluntary resignations shall be accepted first;

14.06.2.2 leave of absence without pay shall be offered to faculty members who wish to accept it;

14.06.2.3 faculty members holding appointments of limited term shall not be reappointed;

14.06.2.4 faculty members eligible for early retirement under Article 12.06 shall be offered the opportunity to retire in accordance with the terms of Article 14.08.2.

14.06.2.5 faculty members holding probationary or tenured appointments shall have their appointments terminated (tenure shall become a consideration in determining staff reductions only when all other factors are of equal weight).

14.06.3 Faculty members whose appointments are subject to termination shall be evaluated according to the criteria in Article 8.02, and shall be entitled to the same procedures *mutatis mutandis* as a faculty member applying for a renewal of a probationary appointment under Article 9.

14.07 After the selection of faculty members whose probationary or tenured appointments are to be terminated and prior to their termination the Employer shall make every reasonable effort to secure other positions in the University, including administrative positions, for any such

faculty members who are Employees qualified for those positions. Those who accept such employment shall, in the first year of that employment, be paid a salary not less than the floor for the salaries of Assistant Professors.

14.08 When the appointment of an Employee is terminated because of a reduction in academic staff, the University shall:

14.08.1 actively assist the individual in seeking new employment.

14.08.2 provide, for Employees holding probationary or tenured appointments, severance compensation amounting to two (2) months salary for every year up to four (4) years, and one (1) month for every year beyond four (4) years, the minimum for any individual being six (6) months salary and the maximum being the lesser of eighteen (18) months salary or two-thirds of the salary payable to age sixty-five (65); Employees eligible to apply for early retirement under Article 12.06 shall be offered an early retirement package at least equal to the preceding or the early retirement packages generally available over the preceding five-year period.

14.08.3 give the Employee assurance that he or she will be offered the first appointment within the next five (5) years in any field for which he or she is academically qualified, it being understood that the order of seniority shall be observed where several such Employees are qualified for the same appointment.

14.08.4 attempt to provide financial assistance for individuals who wish to pursue further education and training.

14.09 Employees whose appointments are subject to termination because of reduction in academic staff shall receive at least nine months notice of termination.

14.10 The University shall not contract for sale, transfer, amalgamation or merger of the University without making every effort to ensure that all Employees continue to be employed by the new Employer. Employees whose positions are eliminated as part of any such arrangements shall be entitled to all provisions under Article 14.08.2.

ARTICLE 15 GRIEVANCE AND ARBITRATION

15.01 Preamble

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

15.01.1 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.

15.01.2 The Union shall have carriage of all grievances except those initiated by the Employer.

15.01.3 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.

15.01.4 There shall be no discrimination, harassment or coercion, of any kind, practiced against any person involved in the procedures specified in Article 15, 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.

15.02 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.

15.03 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.

15.04 Time Limits

15.04.1

(a) A member or members shall inform the Union of a potential grievance within and not later than fifteen (15) 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 15.07 within thirty (30) Days after notification of the event.

(c) The Employer shall file a grievance according to procedures outlined in 15.07 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.

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

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

15.04.4 The time limits specified in this Article may be extended by mutual agreement by the Parties. The amended time limits must be specified in writing. An arbitrator shall have the power to waive time limits on any reasonable grounds.

15.05 Technical Irregularities

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

15.06 Termination of Employment or Denial of Tenure

15.06.1 In cases involving dismissal, failure to renew a probationary contract, or denial of tenure or promotion, the Union shall have the right to take a dispute directly to arbitration. Should the Union wish to exercise this right, it shall so inform the Vice-President (Academic and Research) of its intention within thirty (30) days of being made aware of the President's decision.

15.06.2 In all cases involving dismissal, failure to renew a probationary contract, discipline, alleged discrimination or incompetence, the burden of proof shall be on the Employer to establish its case except in the case of alleged discrimination in which the Union shall be required to present evidence first.

15.07 Grievance Procedures

(a) A grievance shall be in writing and signed by the Grievor and shall specify the matter in dispute, the article(s) alleged to have been violated, and the remedy sought.

(b) No later than ten (10) 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.

15.08 Arbitration Procedures

15.08.1 Notification of Arbitration

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

15.08.1.1 As an alternative to the arbitration process set out in Article 15.08.1 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.

15.08.2 Appointing an Arbitrator

(a) Normally there shall be a single arbitrator except in cases involving dismissal or failure to renew probationary appointments or denial of tenure when an arbitration board must be used or by mutual agreement between the Parties to appoint an arbitration board. The arbitrator shall be chosen by mutual agreement between the Parties. Should the Parties fail to agree on an appointment of an arbitrator within ten (10) Days of receipt of the notice specified in Article 15.08.1, the arbitrator shall, upon request of either Party, be appointed by the Minister responsible for Labour in New Brunswick.

(b) The arbitrator shall have the duty and power to adjudicate all differences between the Parties and shall have all the powers of an arbitrator as stated in the New Brunswick Labour Relations Act, as amended from time to time.

15.08.3 Appointing an Arbitration Board

(a) The arbitration board shall be composed of three (3) persons: a nominee of the Union and a nominee of the Employer and a Chair to be chosen jointly by the two (2) nominees. The Party to the Agreement giving the notice of arbitration shall indicate the name of its nominee on the board, and within seven (7) Days the other Party to the Agreement shall reply, naming its nominee. The two (2) nominees shall then select a Chair for the arbitration board.

(b) If the recipient of the notice fails to appoint a member of the arbitration board within seven (7) Days of receiving the notice or if the two (2) appointees of the Parties fail to agree upon a Chair within five (5) Days of the appointment of the second of them, the Minister responsible for Labour in New Brunswick shall, upon the request of a Party to the Agreement, appoint a member on behalf of the Party to the Agreement failing to make an appointment, or shall appoint the third member, as the case may be, and, where the case requires, shall appoint both.

15.08.4 Arbitration Hearing

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

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

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

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

15.08.5 Arbitration Decision

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

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

15.08.6 Arbitration Costs

(a) Each Party to the Agreement shall bear the fees and expenses of one-half of the fees of the arbitrator and in the case of an arbitration board, the fees and expenses 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 16 DEPARTMENT CHAIRS

16.01 The selection and review of Department Chairs shall be governed, except as otherwise provided in this Agreement, in accordance with the University's statement on "Policy for the Selection and Review of Chairs" as approved by the Board of Governors (Appendix G).

16.02 When a new Department is established by the University, the University shall appoint its first Chair who shall hold office for a period of two (2) Academic Years, subject to the provisions of the policy contained in Appendix G.

16.03 The Department Chair:

(a) shall provide leadership consistent with the principle of *primus inter pares* to ensure the effective operation and development of the academic Department;

(b) shall convene and chair regular meetings with the Department on matters of importance to the Department or the University;

(c) shall advise the appropriate Dean on matters pertaining to the academic Department or Subject Area including the teaching assignments of faculty, and the management of course enrolments within the academic Department consistent with Articles 17.01 (Assignment of Teaching) and 17.04 (Class Size);

(d) shall represent the academic Department on Senate, University committees and at various University events such as convocation where they are invited to represent their Departments and keep the Department informed of developments;

(e) shall submit budget proposals and administer approved budgets for the Department;

(f) shall coordinate the programs of the Department;

(g) shall advise students on academic matters and deal with student concerns;

(h) may request teaching assistants to assist individual faculty members in specific courses in their Departments; (Departments may include in their budget submissions provision for teaching assistants. The University, through the budget process, shall ensure an equitable allocation of funds for teaching assistants among Departments.)

(i) shall interview all Department probationary Employees yearly with respect to teaching and advising, research, scholarship, and professional activities, and service, where applicable, and Departmental and University activities such as the annual reports and review, pursuant to Article 21.

(j) shall carry out such other duties as required by the Agreement or by Senate policies.

16.04 The Department Chair shall undertake to have executed every decision on which the Department has attained a consensus or majority decision, and shall in no instance countermand such a decision.

16.05 In instances where the Department has been unable to attain at least a majority decision, the Department Chair may exercise his or her decision-making responsibilities.

ARTICLE 17 WORKING CONDITIONS

17.01 Assignment of Teaching

17.01.1 It is expected that each Department shall ordinarily assign those courses within the Department which its members are to teach. In so doing, the Department is responsible for ensuring that there is a reasonable balance between small and large classes and that there is an equitable distribution of workload among members of the Department taking into account independent study courses, Honours thesis supervision, the varying demands of alternative teaching and evaluation methodologies. Whenever possible, there shall be prior consultation with Employees on the assignment of teaching duties.

17.01.2 In recognition of the need for new faculty to develop scholarly research programmes, which may include scholarship on teaching, Departments should, whenever possible, limit the number of new courses assigned to faculty who have taught at St. Thomas fewer than four (4) years.

17.01.3 Authority to make assignments rests with the appropriate Dean, who may in exceptional circumstances and following consultation with the Chair of the Department concerned, assign to Employees those courses they are to teach.

17.01.4 The University may adopt policies for minimum class size, and advise students and Employees that courses with enrolments below specified levels may not be offered. Where enrolment in a course is below specified levels, the appropriate Dean shall consult with the Department Chair. In these circumstances, the Department Chair shall make a recommendation based on academic program requirements to the appropriate Dean on whether or not courses should be cancelled and any related reassignment of teaching duties. Authority to make reassignments rests with the appropriate Dean, who may in exceptional circumstances and following consultation with the Chair of the Department concerned, reassign to Employees those courses they are to teach.

17.01.5 The time and place for each course are determined by the appropriate University authority. Reasonable requests by Employees for scheduling shall be accommodated where possible, if received before the annual timetable is finalized.

17.01.6 Where possible, and upon request by an Employee, the scheduling of courses shall permit an Employee to have one (1) Day per week for research during which he or she is not expected to teach scheduled classes.

17.01.7 Submission of Final Grades

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

(i) in the case of courses in which no formal examination was scheduled, within four (4) Days after the make-up examination day;

(ii) in the case of courses in which formal examinations were scheduled

(a) within seven (7) Days of each examination; or,

(b) if the Employee has a student(s) writing on the make-up examination day, within four (4) Days after the make-up examination day or within seven (7) Days of the regular examination day for the course for which the student(s) has written the make-up examination, whichever is later.

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

17.01.7.2 If an Employee is unable to meet these deadlines, the Employee shall notify, in advance and in writing, his or her 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.

17.02 Standard Teaching Load

17.02.1 The standard teaching load for tenured and tenure-track Employees is defined as five (5) three-credit courses or equivalent in the Teaching Year. No Employee shall be obliged to teach more than the standard teaching load. Any Employee may voluntarily apply to the appropriate Dean to undertake teaching in excess of the standard teaching load in the Teaching Year and shall be compensated in accordance with Article 18.03.

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

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

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

17.02.4 Variation in Standard Teaching Load

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

17.02.4.2 Allowing for alternative work arrangements including the consideration of service other than teaching as equivalent to part or all of the standard teaching load or considering the teaching of courses beyond the standard teaching load as equivalent to part or all of the research and service responsibilities.

17.02.4.3 Allowing for extraordinary research, scholarship or other creative work in place of teaching.

17.02.4.4 Employees who under Article 17.02.4.2 of the Agreement substitute service for teaching, or teaching for service shall have that substitution duly recognized in any application for promotion and tenure. Service and teaching minima in the Statement of Standards (Appendix E) shall be adjusted for such Employees and recognized by the CAPT in applying the standards.

17.02.4.5 The rejection of any Employee's application for a variation in the standard teaching load is not subject to grievance except under Articles 2.05 and 2.06.

17.02.4.6 The Union will be informed of all approved applications for variation in the standard teaching load.

17.02.4.7 Department Chairs are entitled to a reduction of one (1) three-credit course and/or a stipend (as described in Article 18.03.4). Department Chairs in which the number of full-time equivalent faculty positions is nine (9) or more are entitled to a reduction of two (2) three-credit courses and/or a stipend (as described in Article 18.03.4). The Director of the School of Education and the Director of the School of Social Work are entitled to a reduction of two (2) three-credit courses and/or a stipend (as described in Article 18.03.4). Variations in teaching load under this Article shall normally be submitted to the appropriate Dean prior to the publication of the initial timetable for the Academic Year.

17.02.4.8 In accordance with Article 17.02.4.2, the Union as a whole is entitled to a reduction of two (2) three-credit courses.

17.02.4.9 In accordance with Article 17.02.4.2 above, subject to the approval of the Vice-President (Academic and Research), the Union and the Department involved, respecting the University's program and curriculum needs, the Employer may authorize (i) one (1)

additional three-credit course reduction for the Union as a whole, or (ii) the purchase of course release time by the Union.

17.03 Intersession and Summer Session

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 his or her 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 the Part-time Agreement.

17.04 Class Size

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

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

17.04.3 No Employee shall be required to teach more than one hundred and forty (140) students per semester in the standard teaching load without the mutual agreement of the Employee, Department Chair, and the appropriate Dean. When there is mutual agreement, the Chair shall reduce the Employee's teaching load in the following teaching semester by the same number of students. The goal for the minimum standard teaching load shall be sixty (60) students. The standard teaching load is defined in Article 17.02.1.

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

17.05 Teaching Load Reductions for Scholarly Endeavours

17.05.1 Effective July 1, 2009, and thereafter, the University agrees to provide a three (3) credit hour course release, to those Employees who have received a research grant from an adjudicated granting council of $10,000 or more in the last year. Employees who receive a release under this Article shall submit a report to the

Senate Research Committee on the research activity that was facilitated by the release within twelve (12) months of having taken the release.

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

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

17.06 Reduced Load

17.06.1 A tenured or probationary Employee may propose a plan to the Employer for reduced load status. Reduced load plans shall be based on the following terms and conditions:

(i) sufficient notice must be given, normally nine (9) months.
(ii) the plan shall indicate the teaching, research, service and other activities that the Employee shall carry out during the period involved.
(iii) the Employee may choose revocable or irrevocable reduced load status.
(iv) the Employee may choose a reduced load status of 20%, 40%, 60%, or 80% and his or her salary shall be pro-rated accordingly.
(v) benefits, other than salary and those related to salary, shall be fully maintained.
(vi) the Employee shall continue to have access to appropriate University services and facilities.

17.06.1.1(i) Revocable reduced load status shall be for a fixed term of not more than three (3) years and may be renewed in accordance with the procedures set out in Article 17.06.1.

(ii) An Employee on revocable reduced load status shall maintain the same status as Full-time Employees with regard to any future programmes, such as early retirement incentives, that the University may offer to its Employees.

17.06.1.2(i) Irrevocable reduced load status shall continue until resignation or retirement.

(ii) Subject to Article 17.06.2, Employees on irrevocable reduced load may decrease but not increase their work load with sufficient notice.

(iii) An Employee who requests irrevocable reduced load status shall identify any other compensation requirements in accepting this status. Accordingly, participation in any future programmes, such as early retirement incentives that the University may offer to Employees shall be proportionate to the reduced work load status in place at the time of the participation in the programme.

17.06.2 Any reduced load plan or changes to the plan must be agreed to by the Employer, the Employee, and the Union.

17.07 Outside Employment and Extension Courses

17.07.1 An Employee may engage in outside employment provided it does not interfere with the performance of his or her regular academic duties and responsibilities or his or her program activities while on sabbatical leave. Prior to commencing outside employment, the Employee shall meet with the appropriate Dean to discuss the intended employment. If the outside employment will continue into a new Academic Year, the Employee shall give written notice prior to the start of the Academic Year to the Department Chair and to the appropriate Dean, and shall identify any anticipated changes in the outside employment from the previous year.

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

17.08 Office and Equipment

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

17.09 Vacation and Holidays

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

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

ARTICLE 18 SALARIES AND ALLOWANCES OF EMPLOYEES

18.01 Salary Scales

Salary Scales for the duration of this Agreement are contained in Appendix B, C, and D.

18.01.1 Effective July 1, 2013, the floors and ceilings for annual salaries according to rank shall be:

	Floor	Ceiling
Lecturer	57,098	77,563
Assistant Professor	66,886	93,634
Associate Professor	83,607	119,092
Professor	107,017	148,453

18.01.2 Effective July 1, 2014 the floors and ceilings for annual salaries according to rank shall be:

	Floor	Ceiling
Lecturer	58,097	78,921
Assistant Professor	68,056	95,273
Associate Professor	85,070	121,176
Professor	108,890	151,051

18.01.3 Effective July 1, 2015 the floors and ceilings for annual salaries according to rank shall be:

	Floor	Ceiling
Lecturer	58,968	80,104
Assistant Professor	69,077	96,702
Associate Professor	86,346	122,993
Professor	110,523	153,316

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

18.01.5 Each Employee shall have his or her annual salary distributed over the twelve-month year; payment shall be made in instalments on a bi-weekly basis. An Employee not on a probationary or tenured appointment may be paid on a different arrangement according to the terms of his or her appointment.

18.01.6 The annual salary for Employees shall not be reduced by any changes which may be made in the Academic Year as defined in this Agreement.

18.02 Adjustments and Increments

18.02.1 Cost of Living Adjustment

All cost of living adjustments shall be based on an Employee's normal salary, that is, the salary that he or she would receive if not on leave, excluding compensation made under Article 18.03. In the case of new Employees, normal salary shall be the salary of initial appointment. For purposes of Article 18.02.1, Employees hired for successive limited-term appointments shall not be considered new Employees.

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

(a)	Effective July 1, 2013	2.00%
(b)	Effective July 1, 2014	1.75%
(c)	Effective July 1, 2015	1.50%

18.02.3 Career Progress Increment

Effective July 1 of each year, each Employee who in the judgment of the Vice-President (Academic and Research) is performing his or her duties adequately, except those hired for new appointments as of July 1 of that year, shall receive a career progress increment for the Academic Year, an increment to normal salary amounting to no less than 5% of the salary floor for Assistant Professor effective July 1 of that year, as established in Article 18.01 of this Agreement. Employees hired for successive limited-term appointments shall not, for the present purpose, be considered new Employees. The Employer shall notify the Employee in writing if they are not receiving a career progress increment with the reasons why. A copy shall be forwarded to the Union.

18.02.4 Salaries of New Employees

In determining the rank and salary to be offered to new Employees the following are to be taken into account by the Employer: academic credentials, years of full-time University teaching, research and other experience relevant to the appointment, market conditions and current salaries paid at St. Thomas University. Salaries of new appointees will, as a consequence, be adjusted by the amount under Article 18.02.1 (using appointment salary as a base) in those cases in which contract negotiations for salary adjustments for the year of appointment have not been completed by the time that a salary offer is made to a new Employee. Such rank and salary, once accepted, shall not be subject to grievance.

18.02.5 Special Merit Awards

18.02.5.1 The Employer and the Union agree that the guiding objective for the Special Merit Awards is to recognize outstanding contributions and excellence of faculty members in the three areas of professional responsibility (Article 4.02): teaching, research, and service. Nominations from members of the groups identified in Article 6.04.1 shall be specifically encouraged with respect to each of the three (3) areas of professional responsibility, and the nominees from these groups shall be given fair consideration.

18.02.5.2 The Employer shall set aside a sum of $4,500 for special merit awards which shall be made annually on the basis of merit, with an award of $1,500 given in each of the three (3) areas of professional responsibility (teaching, research, and service) unless the Special Merit Awards Committee recommends to the President with respect to an area of professional responsibility that no nominee is deserving of a special merit award, in which case no special merit award shall be given with respect to that area of responsibility in that year. The awards shall be given as a lump sum which shall not become part of regular salary. The disposition of these awards shall be in accordance with the St. Thomas University "Special Merit Awards" policy effective January 26, 1994 as amended.

18.02.5.3 All special merit awards shall be announced publicly to the University community.

18.02.6 Notwithstanding the other provisions of Article 18.02, an Employee, after two (2) years of consecutive service at the University, may ask that his or her salary be reviewed by the Employer before a new appointment is offered or a probationary appointment is renewed. The application for a salary review may be made by the Employee to the President at any time prior to the President receiving the hiring committee's recommendation on appointment, pursuant to Article 6, or the CAPT recommendation on renewal, pursuant to Article 9. The review shall include a meeting with the Employee concerned.

18.03 Intersession, Summer Session, Extension, Overload, and Honours Thesis Supervision Stipends

18.03.1 Minimum compensation for teaching in Intersession, Summer Session, Extension, or Overload shall be at the rate of eight (8) percent of the Assistant Professor salary floor per three-credit course and sixteen (16) percent of the Assistant Professor salary floor per six-credit course.

18.03.2 Employees who have a teaching load reduction for any portion of the Fall and Winter semesters shall not be eligible to undertake overload teaching. In extraordinary situations, and following a written request and justification from the Vice-President (Academic and Research), the President may authorize an

exception. The Union shall be provided with a statement of the reasons for the exception.

18.03.3 Each Employee who 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.

18.03.4 Department Chair's Stipend

18.03.4.1 The Chair of a Department who does not receive a reduction in course load pursuant to Article 17.02.4.7 shall be paid (i) a stipend of $4,000 if the Full-time equivalent faculty positions in the Department is four (4) or less; (ii) a stipend of $6,000 if the number of Full-time equivalent faculty positions in the Department is greater than four (4) but less than nine (9); or (iii) a stipend of $7,000 if the Full-time equivalent positions in the Department is nine (9) or more. In addition, the Director of the School of Education and the Director of the School of Social Work shall receive $1,000 in recognition of additional duties in the professional programmes.

18.03.4.2 The Chair of a Department who does receive a reduction in course load pursuant to Article 17.02.4.7 shall be paid a stipend of $3,000 if the number of Full-time equivalent faculty positions in the Department is greater than four (4).

18.04 Tuition Fee Reduction

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

18.05 Moving Expenses

18.05.1 Upon submission of original receipts and a statement of mileage expenses, if any, Employees shall be reimbursed up to, but not exceeding, an amount equivalent to 10% of the salary floor for Assistant Professor established in Article 18.01 (Salary Scales) for the cost of relocating to their place of employment with the University. Travel expenses for relocating will be reimbursed in accordance with the Employer's Operating Expenditures Policy. Employees hired for successive Limited-Term Appointments shall not, for the present purpose, be considered newly appointed.

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

ARTICLE 19 EMPLOYEE BENEFIT PLANS

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

19.02 The University group insurance plans shall continue in force during the period of this Agreement. Any changes to these plans affecting contributions and benefits to Employees shall be approved by the Union and the Employer.

19.03 The Joint Committee established in Article 3.11 shall review on at least an annual basis Employee benefit plans and make recommendations to the Parties for improvements and management of costs. The Parties shall jointly request from the plan administrator and/or underwriter any information required by the Joint Committee. Future increases or decreases in the health insurance plan premiums shall be shared equally by the Employee and the Employer, subject to, Articles 19.03.2, 19.03.3 and 19.03.4.

19.03.1 The Union is entitled to an independent consultant when reviewing the benefits plan. On a one-time basis, the Employer agrees to pay up to a maximum of $2000 toward the cost of this consultant.

19.03.2 Effective immediately, in any year that year over year renewal cost increases for the Plans are 5% or less, the cost sharing ratio shall remain the same as it was in the previous year.

19.03.3 Effective immediately, in any year that year over year renewal cost increases for the Plans are greater than 5%, the cost sharing ratio for the first 5% shall remain the same as it was in the previous year, but the Parties shall share equally the portion of the increase above 5%. This shall result in a new cost sharing ratio that shall be in effect from that date forward.

19.03.4 Effective immediately, in any year that year over year renewal costs for the Plans decrease, the Parties shall share the decrease equally. This shall result in a new cost sharing ratio that shall be in effect from that date forward.

19.04 The University shall provide each Employee with a full statement of all pensions and benefits, including types and amounts of insurance and beneficiaries named, at the time of appointment and at the beginning of each Calendar Year.

19.05 For the purposes of pensions and benefits, including tuition reductions, "spouse" shall apply to married persons as well as persons cohabiting with an Employee in a common law relationship as defined by Provincial legislation.

ARTICLE 20 PROFESSIONAL DEVELOPMENT ALLOWANCE

20.01 Effective July 1, 2010, the University will provide a professional development fund of $35,000 annually, in addition to the allowance provided in Article 20.02. All Employees will 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.

20.01.1 Effective July 1, 2010, upon initial appointment, all Employees holding a probationary appointment shall receive a start-up grant of $2000, in addition to the allowance provided in Article 20.02.

20.02 A Professional Development Allowance equal to three (3) percent of the Assistant Professor salary floor in July of each year shall be made available to Employees, including those on sabbatical leave. Professional Development Allowance for Employees on other types of leave shall be pro-rated according to the duration of the leave.

20.03 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.

20.04 Upon submission of original receipts, the Employee shall be reimbursed for *bona fide* expenses, up to the maximum available in accordance with Article 20.01 and Article 20.02.

20.05 An Employee who does not use the full amount of his or her Professional Development Allowance 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 Allowance for one (1) Academic Year.

20.06 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 use in teaching and/or research.

ARTICLE 21 ANNUAL REPORT AND REVIEW

21.01 The University and the Union agree that an annual report and review are valuable means of advancing the University's educational goals and of supporting professional development. To this end, Employees may be required to provide an annual report and the University may review the performance of Employees on the basis of the annual report. Employees may review this information with the Vice-President (Academic and Research) as a means of advancing professional development goals.

21.02 At the end of the Teaching Year, the Vice-President (Academic and Research) may request an annual report of all Employees. In response to such a request, Employees shall provide an up-to-date *Curriculum Vitae* and a written report of their professional activities for the past twelve months, and a plan for the coming Academic Year. The report shall include an Employee's account of his or her activities with respect to (a) teaching, (b) scholarship, and (c) service noting any workload substitutions approved under Article 17.

ARTICLE 22 TERM OF AGREEMENT

22.01 Duration

This Agreement shall enter into force on July 1, 2013, after signature by the President of the University and the President of the Union**,** and shall remain in force until and including June 30, 2016. The Agreement shall continue from year to year after June 30, 2016 unless either Party gives the other Party notice in writing at least thirty (30) days, but not more than one hundred and fifty (150) days, prior to the thirtieth day of June in any year that it desires renegotiation of the Agreement.

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

22.02 Notice of Renegotiation

The notice of renegotiation shall pass between the President of the Union and the President of the University. Within twenty (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 18 DAY OF February, 2014

ST. THOMAS UNIVERSITY

Dawn Russell
President and Vice-Chancellor

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

Mary Lou Babineau
Président

Members of the Negotiations Committees

Judith Begley

Suzanne Prior

Michael Boudreau

Moira McLaughlin

Lily Fraser

Marvin Claybourn

APPENDIX A ESTABLISHED POSITIONS

Established Positions as of July 1, 2013

Department	July 1, 2013
Anthropology	4.0
Criminology	9.0
Economics	3.0
Education	6.0
English	11.0
Fine Arts	3.0
Gerontology	3.0
GRID	2.0
History	9.0
Human Rights	1.0
Journalism	4.0
Math & STS	3.0
Native Studies	2.0
Philosophy	5.0
Political Science	4.0
Psychology	13.0
Religious Studies	4.0
Romance Languages	8.0
Social Work	9.0
Sociology	9.0

APPENDIX B 2013-2014 SALARY GRIDS

y-value	Lecturer	Assistant Professor	Associate Professor	Professor
0	$57,098			
1	$60,442			
2	$63,786			
3	$67,130	$66,886		
4	$70,475	$70,230		
5	$73,819	$73,574		
6	$77,163	$76,918		
	$77,563			
7		$80,263		
8		$83,607	$83,607	
9		$86,951	$86,951	
10		$90,295	$90,295	
		$93,634		
11			$93,640	
12			$96,984	
13			$100,328	
14			$103,673	
15			$107,017	$107,017
16			$110,361	$110,361
17			$113,705	$113,705
18			$117,050	$117,050
			$119,092	
19				$120,394
20				$123,738
21				$127,082
22				$130,427
23				$133,771
24				$137,115
25				$140,460
26				$143,804
27				$147,148
				$148,453

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

i Academic Credentials
PhD equals 3 credits.

ii Service at other universities
Full-time service with duties equivalent to those of lecturer (or above) at other degree-granting institutions shall be credited at one credit for each year of service.

iii Relevant experience
Full-time professional work in the candidate's field following completion of a Master's degree shall be credited at a value of one-half (½) for each year of relevant experience except for education and social work where full-time professional work following completion of a Master's degree shall be credited at a value of two-thirds (2/3) for each year of relevant experience. Full-time scholarly work after completion of a PhD, including a post-doctoral fellowship, shall be credited at a value of one (1) for each year of relevant experience. Normally a maximum of five (5) years of relevant experience shall be considered in computing the candidate's y-value.

APPENDIX C 2014-2015 SALARY GRIDS

y-value	Lecturer	Assistant Professor	Associate Professor	Professor
0	$58,097			
1	$61,500			
2	$64,902			
3	$68,305	$68,056		
4	$71,708	$71,459		
5	$75,111	$74,862		
6	$78,514	$78,264		
	$78,921			
7		$81,667		
8		$85,070	$85,070	
9		$88,473	$88,473	
10		$91,876	$91,876	
		$95,273		
11			$95,278	
12			$98,681	
13			$102,084	
14			$105,487	
15			$108,890	$108,890
16			$112,292	$112,292
17			$115,695	$115,695
18			$119,098	$119,098
			$121,176	
19				$122,501
20				$125,904
21				$129,306
22				$132,709
23				$136,112
24				$139,515
25				$142,918
26				$146,320
27				$149,723
				$151,051

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

i Academic Credentials
PhD equals 3 credits.

ii Service at other universities
Full-time service with duties equivalent to those of lecturer (or above) at other degree-granting institutions shall be credited at one credit for each year of service.

iii Relevant experience
Full-time professional work in the candidate's field following completion of a Master's degree shall be credited at a value of one-half (½) for each year of relevant experience except for education and social work where full-time professional work following completion of a Master's degree shall be credited at a value of two-thirds (2/3) for each year of relevant experience. Full-time scholarly work after completion of a PhD, including a post-doctoral fellowship, shall be credited at a value of one (1) for each year of relevant experience. Normally a maximum of five (5) years of relevant experience shall be considered in computing the candidate's y-value.

APPENDIX D 2015-2016 SALARY GRIDS

y-value	Lecturer	Assistant Professor	Associate Professor	Professor
0	$58,968			
1	$62,422			
2	$65,876			
3	$69,330	$69,077		
4	$72,784	$72,531		
5	$76,237	$75,985		
6	$79,691	$79,438		
	$80,104			
7		$82,892		
8		$86,346	$86,346	
9		$89,800	$89,800	
10		$93,254	$93,254	
		$96,702		
11			$96,708	
12			$100,161	
13			$103,615	
14			$107,069	
15			$110,523	$110,523
16			$113,977	$113,977
17			$117,431	$117,431
18			$120,884	$120,884
			$122,993	
19				$124,338
20				$127,792
21				$131,246
22				$134,700
23				$138,154
24				$141,608
25				$145,061
26				$148,515
27				$151,969
				$153,316

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

i Academic Credentials
PhD equals 3 credits.

ii Service at other universities
Full-time service with duties equivalent to those of lecturer (or above) at other degree-granting institutions shall be credited at one credit for each year of service.

iii Relevant experience
Full-time professional work in the candidate's field following completion of a Master's degree shall be credited at a value of one-half (½) for each year of relevant experience except for education and social work where full-time professional work following completion of a Master's degree shall be credited at a value of two-thirds (2/3) for each year of relevant experience. Full-time scholarly work after completion of a PhD, including a post-doctoral fellowship, shall be credited at a value of one (1) for each year of relevant experience. Normally a maximum of five (5) years of relevant experience shall be considered in computing the candidate's y-value.

APPENDIX E STATEMENT OF STANDARDS

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

1. Academic Credentials

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

2. Length of Service

The candidate must have at least ten years Full-time University faculty membership, or at least five years in the rank of Associate Professor, completed by the date of promotion. For the purpose of determining length of service at rank, faculty members who receive an adjustment in rank as a result of completing requirements for new academic credentials, e.g. completion of Ph.D. requirements, within ninety (90) days of the commencement of a new Academic Year, shall be entitled to claim a full year of service for that Academic Year.

3. Categories of Achievement

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

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

4. Teaching

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

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

4.3 Excellence. The candidate must establish that his or her teaching is recognized by colleagues both internal and external to the University and by students as being notably excellent on a continuing and consistent basis.

4.4 Evidence. The candidate must supply evidence in respect of quality of teaching including a teaching portfolio. Documents which may be included in a teaching portfolio include those listed under 4.41-4.46 below, and others deemed appropriate. Additional evidence might be internal and/or external awards, publications, citations, presentations at colloquia, seminars, workshops or conferences on teaching.

Materials submitted as evidence in this category shall be evaluated by the CAPT and external assessors for evidence of comprehensive preparation, use of current materials, theoretical competence and appropriately challenging character of courses.

4.41 Course descriptions, syllabi, bibliographies or other material distributed in courses;

4.42 Material descriptive of courses submitted to other bodies (e.g., Departmental or University curriculum committees);

4.43 Explanatory material about aims and methods of teaching written and submitted by the candidate;

4.44 Letters of reference from colleagues or supervisors or unsolicited letters from students;

4.45 Results of student evaluations carried out in accordance with the University's course evaluation policy and procedures; Evaluation results administered independent of University-wide standardized student evaluation procedures may also be submitted;

4.46 Publications, conference presentations, workshops or seminars conducted on teaching.

5. Scholarly and Research Activity

5.1 Minimum: The candidate must supply evidence of continuing, consistent scholarly contributions at a level determined by the CAPT, on the advice of the external assessors, to be equivalent to three articles in refereed journals since the last promotion (one of them appearing within the preceding three years of service).

5.2 Broad competence: The candidate must supply evidence of continuing consistent scholarly contributions at a level determined by the CAPT, on the advice of the external assessors, to be significantly above the minimum defined above. Examples of such contributions could be work equivalent to the publication of a scholarly book through a reputable scholarly or commercial publisher, or to a number of articles which make a comparable contribution to the development and growth of the discipline or scholarly area of specialization or to the professional field.

5.3 Excellence: The candidate must supply evidence of continuing, consistent scholarly contributions at a level determined by the CAPT on the advice of the external assessors to be a notable or similar contribution to a discipline or area of scholarly specialization or field of professional practice. Such a contribution might, for

example, be constituted in some disciplines or areas by a number of books or a particularly important book, or in others by a particularly important series of articles.

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

6. Service

6.I Minimum: The candidate must establish that he or she has engaged in continuing, consistent and effective involvement in University governance, non-remunerated professionally-related service to the community, or to professional/scholarly organizations over an extended period, at a level equivalent to active membership on University committees (whether of the Senate, the Department, the administration or the Union) during at least seven of the previous ten years of service.

6.2 Broad competence: The candidate must establish that he or she has engaged in consistently and effective involvement, at a level significantly above the minimum, in University governance, non-remunerative professionally-related service to the community or professional/scholarly organizations over an extended period. This should include active and continuing service in positions of institutional leadership. Such positions might, for example, include (but are not limited to) membership on the CAPT, contract negotiations, President of the Union, Chair of a Department, or Chair of a major committee. Service to the profession or the community should include active and continuing service in leadership positions in professional or community organizations.

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

For Promotion to or Appointment to the Rank of Associate Professor

(Effective: July 1, 1995)

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

1. Academic Credentials

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

2. Length of Service

The candidate must have at least four years of Full-time university faculty membership in the rank of Assistant Professor completed by the date of promotion. For the purpose of determining length of service at rank, faculty members who receive an adjustment in rank as a result of completing requirements for new academic credentials, e.g. completion of Ph.D. requirements, within ninety (90) days of the commencement of a new Academic Year, shall be entitled to claim a full year of service for that Academic Year.

3. Categories of Achievement

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

4. Teaching

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

4.1 Evidence which must be presented in respect of quality of teaching includes a teaching portfolio. Documents which may be included in a teaching portfolio include those listed under 4.11-4.16 below and others deemed appropriate. Additional evidence might be internal/external awards, publications, citations, presentations at colloquia, seminar, workshops or conferences on teaching.

Materials submitted as evidence in this category shall be evaluated by the CAPT for evidence of comprehensive preparation, use of current materials, theoretical competence and appropriately challenging character of courses.

4.11 Course descriptions, syllabi, bibliographies or other materials distributed in courses;

4.12 Material descriptive of course submitted to other bodies (e.g., Departmental or University curriculum committees);

4.13 Explanatory material about aims and methods of teaching written and submitted by the candidate;

4.14 Letters of reference from colleagues or supervisors or unsolicited letters from students;

4.15 Results of student evaluations carried out in accordance with the University's course evaluation policy and procedures; Evaluation results administered independent of University-wide standardized student evaluation procedures may also be submitted;

4.16 Publications, conference presentations, workshops or seminars conducted on teaching.

5. Scholarly and Research Activity

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

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

6. Service

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

6.1 Evidence

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

For Promotion to or Appointment at the Rank of Assistant Professor

(Effective: July 1, 1994)

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

1. Academic Credentials

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

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

2. Teaching

The candidate must establish that his or her teaching has been or has clear potential to be of good quality.

3. Evidence

Where appropriate, the candidate must provide evidence in respect of quality of teaching including a teaching portfolio. Documents which may be included in a teaching portfolio include those listed under 3.1-3.6 below. Material submitted as evidence in this category shall be evaluated by the CAPT for evidence of comprehensive preparation, use of current materials, theoretical competence and appropriately challenging character of courses.

3.1 Course descriptions, syllabi, bibliographies or other material distributed in courses;

3.2 Material descriptive of course submitted to other bodies (e.g., Departmental or University curriculum committees);

3.3 Explanatory material about aims and methods of teaching written and submitted by the candidate;

3.4 Letters of reference from colleagues or supervisors or unsolicited letters from students;

3.5 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;

3.6 Publications, conference presentations, workshops or seminars conducted on teaching.

For Conferral of Tenure (See ARTICLE 8.02.1)

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

1. Academic Credentials

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

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

2. Length of Service

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

3. Performance

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

4. Teaching

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

4.1 Evidence which must be presented in respect of quality of teaching includes a teaching portfolio. Documents which may be included in a teaching portfolio include those listed under 4.11-4.16 below and others deemed appropriate. Additional evidence might be internal /external awards, publications, citations, presentations at colloquia, seminar, workshops or conferences on teaching.

Materials submitted as evidence in this category shall be evaluated by the CAPT for evidence of comprehensive preparation, use of current materials, theoretical competence and appropriately challenging character of courses.

4.11 Course descriptions, syllabi, bibliographies or other materials distributed in courses;

4.12 Material descriptive of course submitted to other bodies (e.g., Departmental or University curriculum committees);

4.13 Explanatory material about aims and methods of teaching written and submitted by the candidate;

4.14 Letters of reference from colleagues or supervisors or unsolicited letters from students;

4.15 Results of student evaluations carried out in accordance with the University's course evaluation policy and procedures; Evaluation results administered independent of University-wide standardized student evaluation procedures may also be submitted;

4.16 Publications, conference presentations, workshops or seminars conducted on teaching.

5. Scholarly and Research Activity

The candidate must supply evidence of continual and consistent scholarly contribution at a level determined by the CAPT to be the equivalent of two articles in refereed journals (one of them appearing within the preceding three years of service).

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

6. Service

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

6.1 Evidence

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

For Renewal of Probationary Appointment

The candidate must establish:

A. That his or her teaching has been of satisfactory quality; and

B. That he or she is making significant and verifiable progress toward meeting the standards for conferral of tenure.

Evidence should be provided in accordance with the Statement of Standards for the Conferral of Tenure.

APPENDIX F 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 G POLICY FOR THE SELECTION AND REVIEW OF CHAIRS

1.0 Definitions

1.1 Department: an administrative unit designated by the University as a Department, and presided over by a Chair or Acting Chair.

1.2 Chair: the chief officer of a Department.

1.3 Acting Chair: a temporary appointment, not normally to exceed one year, to the Chair of a Department, made by the Board of Governors as recommended by the President in consultation with the Department, the incumbent enjoying all the rights and duties of the Chair.

1.4 Search Committee: the body charged with selecting a potential Chair.

2.0 Term of Office

2.1 The term of office for Department Chairs is three years. The term is renewable, provided that the normal selection procedures are followed.

3.0 Eligibility

3.1 Normally, only Full-time members of the Department, of the rank of Assistant Professor and above, are eligible to become Chair.

4.0 Notification

4.1 The appropriate Dean informs the Senate and Department of the completion of the term of a Chair nine (9) months before the term ends.

5.0 Procedure of the Senate

5.1 The Senate authorizes the setting up of a search committee.

5.1.1 The search committee will be composed of the Vice-President (Academic and Research) as Chair, the Chair of another Department elected by the Senate, two (2) members elected by the Department, and one member from outside the Department appointed by mutual agreement between the Department and the Vice-President (Academic and Research).

6.0 Procedures of the Search Committee

6.1 The committee will invite applications by general notice, and by seeking out suitable candidates.

6.2 If there is only one candidate, and that candidate is satisfactory to all members of the Department and to the President, the committee will recommend to the President that the candidate be appointed.

6.3 In cases where there is more than one candidate:

6.3.1 the committee will interview suitable candidates; and then

6.3.2 the committee will consult with the Department as to the Department's preference; and finally

6.3.3 the committee will forward a report containing its recommendation to the President.

6.4 In cases where there is no candidate, or no candidate who is acceptable to the committee, the President shall recommend to the board an acting Chair for a term of one year.

6.5 If during the selecting process a member of the committee becomes a candidate, that person must resign from the committee. A replacement will be elected according to the provision of 5.1.1.

7.0 Procedures of the President

7.1 After the consideration of the report of the search committee, the President will either recommend to the Board of Governors the appointment of a Chair, or refer the report back to the committee for further consideration.

8.0 Removal of a Chair before the Completion of the Term of Office

8.1 If the Vice-President (Academic and Research) receives a written request, from one-half of the Full-time members of the Department or from the President, for the removal of a Chair, he or she must establish a hearing committee.

8.1.1 The hearing committee will be composed of one member selected by the Department, one member selected by the administration, and a Chair who is not a member of the Department, selected by the other two members. If the other two members cannot agree upon a Chair, the Chair is to be selected in accordance with the provisions of the Arbitration Act of New Brunswick.

8.2 The hearing committee will study the objections, and will determine whether or not the objections warrant the removal of the Chair.

8.3 The hearing committee will report its recommendation to the President.

8.4 The Board may remove the Chair on the recommendation of the President.

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

Subject : Vacation Period for Employees appointed before and after June 30, 1999

The Parties agree to the following vacation periods :

1. Employees appointed prior to June 30, 1996: six (6) weeks annually (as per the 1994-1997 Collective Agreement).

2. Employees appointed between July 1, 1996 and June 30, 1999 : four (4) weeks annually, and one (1) additional week after seven (7) years of service, and one (1) additional week after fifteen (15) years of service, for a total of six (6) weeks after fifteen (15) years of service (as per the 1994-1997 Collective Agreement).

3. Employees appointed after June 30, 1999 : four (4) weeks annually (as per the 1997-1999, 1999-2003, 2003-2007, 2007-2010, 2010-2013, and 2013-2016 Collective Agreements).

Dated this 18 day of February, 2014.

For the Association

For the University

Memorandum of Agreement

Between

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

And

St. Thomas University (STU)

Subject: Special Advisory Committee on Employment Equity

As stated in Article 6.01 (Principles) of the Full-time Collective Agreement, "The Employer and the Union are committed to conducting academic searches in a professional manner. The Parties agree that the guiding objective is to attract and appoint the best qualified candidates while at the same time respecting our commitment to employment equity." In this context, the Parties are committed to working to identify and overcome any barriers that may exist in processes and procedures that relate to recruitment, selection, and hiring that may adversely affect candidates who have self-identified as members of the groups identified in Article 6.04.1. In addition, the Parties shall ensure that steps are taken to improve the recruitment, selection, and hiring of qualified candidates who self-identify as being members of the groups identified in Article 6.04.1 where necessary to ensure full participation and advancement of those groups.

Within thirty (30) days of the signing of the Collective Agreement, a Special Advisory Committee on Employment Equity shall be appointed to develop a report that makes recommendations to the President for monitoring and advancing equity in recruitment, selection, and hiring.

The Special Advisory Committee shall consist of four (4) members, with two (2) members appointed by the Union and two (2) members appointed by the University. At least one (1) of the appointees from each Party shall be a member of the groups identified in Article 6.04.1.

Subject to the University's obligations under the Right to Information and Protection of Privacy Act, the Special Advisory Committee shall be empowered to collect and analyze data with respect to employment equity among the Full-time faculty at St. Thomas University as may be required to fulfill its functions, and taking into consideration the strengths, limitations, and implications of the procedures used to collect and analyze data.

Within six (6) months of appointment, the Special Advisory Committee shall submit a report to the President, and the President shall provide a copy to the Union within six (6) Days of receipt. The report shall include the Committee's recommendations on employment equity with respect to:

- Advancing equity for the groups identified in Article 6.04.1, in particular in the areas of recruitment, selection and hiring;
- Identifying and overcoming any barriers that may exist in processes and procedures that relate to recruitment, selection, and hiring that may adversely affect members of the groups identified in Article 6.04.1; and
- A process for monitoring the implementation of recommendations, and whether they have achieved their intended purposes.

Within sixty (60) days of the President receiving the report of the Special Advisory Committee, the President shall provide the Union with a substantive written response to the report.

Following review of the report, the University shall identify and implement appropriate measures t advance equity in recruitment, selection, and hiring. Where necessary to achieve the desire advancement, the assistance of the Special Advisory Committee or external expertise may be sought.

Dated this 18th day of February, 2014.

For the Association

For the University

Memorandum of Agreement

Between

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

And

St. Thomas University (STU)

Subject: Financial Exigency

The Employer agrees that Article 14 (Financial Exigency) will not be invoked during the life of this Collective Agreement.

Dated this 18th day of February, 2014.

For the Association

For the University

Memorandum of Agreement

Between

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

And

St. Thomas University (STU)

Subject: Financial Exigency

The Employer agrees that Article 14 (Financial Exigency) will not be invoked during the life of this Collective Agreement.

Dated this 18th day of February, 2014.

For the Association

For the University