

COLLECTIVE AGREEMENT

between

ST. THOMAS UNIVERSITY

and the

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

2010 - 2013

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- 1.12 "President of the Union" designates the President or the acting President of the Faculty Association of the University of St. Thomas.
- 1.13 "Academic Year" designates the period extending from July 1 to June 30 of the following Calendar Year inclusive.
- 1.14 "Teaching Year" designates the period extending from September 1 to April 30 of the following Calendar Year inclusive.
- 1.15 "Day" means any workday exclusive of Saturday, Sunday and any holidays identified in Article 17.08.
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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

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.

2.12.2 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 k \]W' a i ghV' VUUbWX k]h' h.Y' 9a d'cmYfj[\hlc'

- 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 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 service, in any renewal, promotion or tenure proceeding, nor shall it be made part of a personnel 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 licence in and to all computer programmes, any intellectual property developed by the members when such intellectual property is developed with the financial 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 provisions of Article 9a of the Collective Agreement. The University grants 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 written consent of the other.

2.15 Technologically-Mediated Instruction

- 2.15.1 Technologically-mediated credit or non-credit courses (or modifications thereof) shall only be developed as part of the curriculum offerings of existing Departments or Programmes, or of offerings agreed between Departments and Programmes for interdisciplinary credit courses and shall comply with the practices, procedures and criteria which have been established at St. Thomas University for the creation by Departments and Programmes of in-classroom credit courses. The textbooks and learning materials for courses which are to be technologically mediated shall be selected in the same manner as they are for traditional courses.
- 2.15.2 Technologically-mediated instruction shall not be used by the Employer to reduce or eliminate full-time academic positions at the University. No Employee shall be assigned to develop or to deliver a technologically-mediated course without the prior written agreement of the Employee. The agreement shall be delivered by the Employer to the Union within two (2) weeks of signing.

2.15.3 Employees engaged in technologically-mediated courses shall have academic freedom as teachers and researchers as stipulated in this Agreement including full freedom in discussing their subject. Oversight or review of courses shall be made according to procedures and regulations established by the Department or Programme and by the Senate and shall be consistent with Article 2.04 (Academic Freedom) of this Agreement. Employees shall be free to submit technologically-mediated courses they have created as evidence to the appropriate evaluation committee concerned with the granting of tenure or promotion.

ARTICLE 3 EMPLOYER-UNION RELATIONS

3.01 Recognition

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

3.02 Representation

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

3.03 Access to Campus

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

3.04 Membership

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

3.05 Checkoff Payments

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

3.06 Deductions

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

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 prese

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.

5.01.3 A Department that wishes to change its number of established positions shall make a written submission to the Vice-President Academic by F0(ed pP)4(r(the V [241gp1 0 0)-2(h m)38nge i)-D 1

5.01.7 Upon due consultation of the recommendations of the Vice-President Academic, the Departments, and the CAAS, the President shall decide on changes proposed to the number of established positions in accordance with Articles 5.01.2 - 5.01.6 by June

5.03 Alternative Procedure

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 Vice-President Academic. 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.

6.04.2 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 st8t131.39.82 Tm[(-)] TJETBT1 0s

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

6.05 Procedures

- 6.05.1 Before beginning its work, the hiring committee shall meet with the Vice-President Academic to review procedures, 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 Vice-President Academic, 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) working days after the closing date, the hiring committee shall forward to the Vice-President Academic 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. The Vice-President Academic, with the agreement of the Department, 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 given an opportunity to meet the candidates on the shortlist and provide feedback to the hiring committee.
- 6.05.5 Within five days following the conclusion of the interviews, the Vice-President Academic shall meet with the chair of the hiring committee to discuss the candidates. The chair of the hiring committee will communicate the views of the Vice-President Academic 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 If the representative of the Employment Equity Committee believes that the qualifications of the candidate recommended by the Department are not substantially superior to those of a shortlist

6.08 Employment Equity Report

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

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,

- 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 5[fYya YbhUbX'g\U"']bW XY'hY'9a d'cmYD'fYa i bYfUj'cb/fUb_/hY'Mvalue calculation; dates of employment and any special conditions which apply to the Employee including credit toward sabbatical leave.
- 7.04.3 5'WdmcZHY"YHY'cZUddc]ora Ybhg\U" W'd'UWX']b'hY'9a d'cmYD'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.

ARTICLE 8 RENEWAL, PROMOTION, AND TENURE

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

8.01.1

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

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 of his or her fifth year in the rank of Assistant Professor or higher rank. Employees who feel they have met all of the requirements for tenure may make an application for tenure at the beginning of their fourth year in the rank of Assistant Professor or higher rank. Tenure granted in the fourth year will become effective on July 1 of the following Academic Year.

8.06 Years at Other Universities

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

8.07 Periods of Leave

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

8.08 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, 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 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 Academic File without the written consent of the Employee. At least two 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, at the same time, provide a copy to the Employee. The Vice-President Academic 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, at the same time, provide a copy to the Employee. The Vice-President Academic 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 the Departmental Committee.
- 8.08.7 The President, Vice-President Academic, and Dean of Faculty shall have access to the Academic File 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 or a person appointed by the Vice-President Academic 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. The Employee may, upon written request to the Vice-President Academic, 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 An agreement between the Employee and the Vice-President Academic, 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 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 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 determines that the material should be removed, supplemented or corrected, then the material shall be removed, supplemented or corrected within ten (10) working days of receipt of the request. If the Vice-President Academic 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) working days of receipt of the request.

- 8.08.12 The Vice-President Academic, the Dean of Faculty and the President shall have access to the Academic File of any employee for renewal, tenure, promotion, or academic leave. To assist CAPT in making its recommendation, the Dean of Faculty 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

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

- 9.02.7 The Departmental committee shall also transmit to the CAPT all documents considered and deemed relevant. Other documentary materials shall be returned to the supplier after the time limit for filing a formal grievance (as outlined in Article 15.07.2) has expired, except that in the event a formal grievance is lodged, the material shall be returned after final resolution of the grievance.
- 9.02.8 In the event a Department committee member or his or her relative is being 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

9.03.5.4 Outside Assessments

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

9.03.5.4.2 In the case of making a recommendation for the rank of Professor, assessments are to be obtained from two (2) outside specialists who hold the rank of Professor, or did before retirement, and who are expert in the area(s) of the candidate's scholarly activity. Assessors are to be chosen by the committee with due regard to the area(s) of scholarly activity and theoretical orientation specified by the candidate. One (1) assessor shall be selected from a list composed of three (3) names submitted by the candidate and up to three (3) names submitted by the Departmental committee, compiled and submitted without consultation with the candidate. 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

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

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 working days, no medical documentation is required, however, the Employee is required to notify the department chair who shall make the appropriate arrangements to Ybgi fY'hY 9a d'cmYYD' WggYg Vcbjbi Y'Ug'gWXYi 'YX''': cfUbrng]b['Y'UVgYbW' lasting ten (10) or more consecutive working 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 17.03.3 shall be waived throughout the duration of the sick leave and only to the extent that they Udd'mitc h'Y'X]g]WUf[Y'cZH'Y'UWUXYa]WXi h'Yg'UZZ'WYX'Vmh'Y'9a d'cmYYD'g]W' 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 a UXY'hc'Z'Z' h'Y'9a d'cmYYD'Xi h'Yg"
 - 10.01.5.2 The Department Chair shall advise the Dean of Faculty immediately of any athe

- 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 provided by the Employee. The University shall reimburse the Employee for any fees and charges paid in obtaining the second opinion.
- 10.01.5.5 Prior to a return to work, the Employee on sick leave will provide the Employer with appropriate medical evidence from a legally qualified 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

10.02.3

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 Dean of Faculty 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

10.04.4 Credit Toward Sabbatical Leave

- 10.04.4.1 Each year of full-time service not on leave shall count as one credit toward sabbatical leave. Each half year of full-time service not on leave shall count as one-half credit toward sabbatical leave.
- 10.04.4.2 Each period of leave shall count as credit toward sabbatical leave in accordance with Articles 10.01 and 10.07, or if approved by the Employer pursuant to Article 10.05.

10.04.5 Sabbatical Remuneration

- 10.04.5.1 Normal sabbatical remuneration shall be equal to 85% of the Employee's normal salary. An Employee with six or more sabbatical leave credits may apply for a six-month sabbatical leave with remuneration equal to 100% of the Employee's normal salary. An Employee with 11 or more sabbatical leave credits may apply for a one year sabbatical with remuneration equal to 100% of the Employee's normal salary. An Employee taking his or her first sabbatical shall receive 85% of his or her normal salary.
 - 10.04.5.2 Those on sabbatical leave shall, subject to federal regulations, be entitled to receive a portion of their sabbatical salary in the form of a research grant provided that they can demonstrate to the senate research committee that such funds are required for the research to be carried out. The tax status of expenditures under the research grant is the sole responsibility of the Employee.
 - 10.04.5.3 An Employee on sabbatical leave shall continue to receive all benefits and shall have his or her salary for the period subsequent to leave computed as though he or she had not had leave.
 - 10.04.5.4 Twelve-month sabbatical leave shall extend for a period of one (1) academic year; six-month sabbatical leave shall extend for a period of one half year, either from July 1 to December 31, or from January 1 to June 30, inclusive. By agreement between the sabbaticant, the Department and the President the dates on which twelve-month 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 Dean of Faculty, 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 17.06 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.

10.05.11.4 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 Parenting Leave

10.07.1 Supplementary Unemployment Benefit (SUB) Plan: Maternity Leave

Upon request by an Employee, the University shall grant maternity leave consistent in timing and duration with the *Employment Standards Act of New Brunswick*. The Employee will advise the Dean of Faculty 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 The Employee's salary will be maintained at 95% of her regular weekly earnings for the period of her leave. This will be done through an Employment Insurance (EI) SUB Plan. This plan allows the Employer to make up the difference between the EI maternity leave benefits up to 95% of the Employee's regular weekly earnings. The Employee is required to apply for the EI maternity leave benefit and must be eligible for the benefit for the plan to apply. Contributions to the pension and benefit plan shall continue on the part of the Employee and the university on the basis of 100% of salary. In any week, the total amount of SUB employment insurance gross benefits and other earnings received by the Employee will not exceed 95% of the Employee's normal weekly earnings. The Employee will be asked to submit her benefit stub to verify receipt of EI benefits and other earnings. The rates of remuneration referred to in this Article are based on current EI benefit programmes. Any reductions in EI benefits during the life of this Agreement will result in the above rates of remuneration being reduced by a percentage equal to 50% of the percentage reduction in EI benefits.

10.07.2 SUB Plan: Child Care and Adoption Leave

Upon request by an Employee, a) who is the biological parent of a newborn or unborn child, or b) who is adopting or has adopted a child, the University shall grant parental leave consistent in timing and duration with the *Employment Standards Act of New Brunswick*. Adoptive parents may apply for additional parental benefits if the child is six (6) months or older at the time of adoption and suffers from a physical, psychological or mental condition that requires extended care. 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

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 Dean of Faculty as is possible as to the length of the leave and the date that the leave will begin.

10.07.3.3 HAY'9a d'cnYY@jgU'Ufmk]`W'a UjbtUjbyX'Uhi-)i `cZfY[i `Ufk YY_m earnings for the period of the leave. For the parental leave portion of such leave to which the Employment Insurance Parental Benefit applies, this will be done through the EI SUB Plan. This plan allows the Employer to make up the difference between the EI parental VybZnUbX'-)i `cZnY'9a d'cnYY@jfy[i `Ufk YY_mYUfb]b[g''HAY' Employee is required to apply for the EI Parental Benefit and must be eligible for the benefit from this plan to apply. Contributions to the pension and benefit plans shall continue on the part of the Employee and the University 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 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'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 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 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 Employees who attain the age of sixty-five (65) years subsequent to July 1, 2009 may continue to work.

12.01.3 Required Employee and Employer contributions will continue to be made to the

12.04.2 Part-time Appointment

An Employee who has retired may apply for a part-time appointment, which is an addenda to 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 may take disciplinary action with respect to an Employee. Penalties shall be just and appropriate for the offence, and based on the principle of progressive discipline.

13.02 Discipline Procedures

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

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

13.02.2 If no satisfactory solution is reached at the meeting provided for in Article 13.02.1, within ten (10) working days the President or the Vice-President Academic shall notify the Employee and the Union in writing of the disciplinary action taken and

13.06 Harassment

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

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

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

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

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

15.07 Grievance Procedures

- (a) A grievance shall be in writing and signed by the Grievor and shall specify the matter in dispute, the article(s) alleged to have been violated, and the remedy sought.
- (b) No later than ten (10) working days following the receipt of the grievance, the Vice-

15.08.2 Appointing an Arbitrator

15.08.5

ARTICLE 16 DEPARTMENT CHAIRS

- 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 Dean of Faculty, 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

17.02 Standard Teaching Load

17.02.1 The standard teaching load for tenured and tenure-track Employees is defined as six (6) three-credit courses or equivalent in the Teaching Year. Effective July 1, 2009, the standard teaching load for tenured and tenure-track Employees is defined as five (5) three-credit courses or equivalent in the Teaching Year. No Employee shall be obliged to teach more than the standard teaching load. Any Employee may voluntarily apply to the Dean of Faculty to undertake teaching in excess of the standard teaching load in the Teaching Year and shall be compensated in accordance with Article 19.03.

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 Vice President Academic, in accordance with the policy on class cancellation, for any planned absence from campus that entails missing a scheduled meeting of a class.

17.02.4 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 shall be adjusted for such Employees and recognized by the CAPT in applying the standards.

17.02.4.5 A request 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).

17.06 Outside Employment and Extension Courses

- 17.06.1 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. Annual notification of such employment shall be given to the Department Chair and the Dean of Faculty.
- 17.06.2 When a course in the extension program is being planned, but in any case before a person to teach the course is hired, the Employer shall notify Department Chairs that such a course is contemplated. Department Chairs shall then forward this information to the members of their Departments.

17.07 Office and Equipment

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

17.08 Vacation and Holidays

- 17.08.1 Each Full-time Employee is entitled to a one-month annual vacation period [twenty-two (22) working days]. (For Employees hired prior to June 30, 1999, please see the Memorandum of Understanding on Vacation Period in this Agreement.) Vacation shall be taken at a time mutually agreed by the Employee and the Employer and will not include any working days of the Teaching Year, unless an agreement to the contrary is made with the Dean of Faculty. Vacation may be taken in one or more intervals. An Employee shall inform the Dean of Faculty and the Department Chair of the dates of his or her vacation. It is the responsibility of the Employee to ensure that the vacation is taken within the teaching year. No additional remuneration will be paid in respect of vacation that is not used.
- 17.08.2 In addition, Employees shall be paid for the following holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, New Brunswick Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Eve, Christmas Day, Boxing Day and New Year's Eve.

ARTICLE 18 SALARIES AND ALLOWANCES OF EMPLOYEES

18.01 Salary Scales

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

18.01.1 Effective July 1, 2010, the floors and ceilings for annual salaries according to rank shall be:

	<u>Floor</u>	<u>Ceiling</u>
Lecturer	53,281	72,378
Assistant Professor	62,414	87,374
Associate Professor	78,018	111,131
Professor	99,863	138,529

18.01.2 Effective July 1, 2011, the floors and ceilings for annual salaries according to rank shall be:

	<u>Floor</u>	<u>Ceiling</u>
Lecturer	54,613	74,188
Assistant Professor	63,975	89,559
Associate Professor	79,968	113,909
Professor	102,359	141,992

18.01.3 Effective July 1, 2012, the floors and ceilings for annual salaries according to rank shall be:

	<u>Floor</u>	<u>Ceiling</u>
Lecturer	55,978	76,042
Assistant Professor	65,574	91,798
Associate Professor	81,968	116,756
Professor	104,918	145,542

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, 2010 2.5%
- (b) Effective July 1, 2011 2.5%
- (c) Effective July 1, 2012 2.5%

18.02.3 Career Progress Increment

Effective July 1 of each year, each Employee who in the judgment of the Vice-President Academic 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

ARTICLE 19 EMPLOYEE BENEFIT PLANS

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

ARTICLE 20

ARTICLE 22 TERM OF AGREEMENT

22.01 Duration

This Agreement shall enter into force on July 1, 2010, after signature by the President of the University and the President of the Union shall remain in force until and including June 30, 2013. The Agreement shall continue from year to year after June 30, 2013 unless either Party gives the other Party notice in writing at least thirty (30) days, but not more than one hundred and fifty (150) days, prior to the thirtieth day of June in any year that it desires

THIS COLLECTIVE AGREEMENT

APPENDIX C 2011-2012 SALARY GRIDS

y-value	Lecturer	Assistant Professor	Associate Professor	Professor
0	\$54,613			
1	\$57,812			
2	\$61,010			

APPENDIX D 2012-2013 SALARY GRIDS

y-value	Lecturer	Assistant Professor	Associate Professor	Professor
0	\$55,978			
1	\$59,257			
2	\$62,535			

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

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 published creative work relevant to the discipline or scholarly field, might also constitute evidence. Copies of any publications or manuscripts of papers presented must be available to the CAPT 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

6.1 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

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

5. Scholarly and Research Activity

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

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

6. Service

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

6.1 Evidence

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

For Promotion to or Appointment at the Rank of Assistant Professor

(Effective: July 1, 1994)

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

1. Academic Credentials

The successful 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.

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

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 published creative work relevant to the discipline or scholarly field or

For Renewal of Probationary Appointment

The candidate must establish that:

- A. He or she is making significant and verifiable progress toward acquiring the credentials required for conferral of tenure; and,
- B. That his or her teaching has been of satisfactory quality.

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:

- 6.3 In cases where there is more than one candidate:
 - 6.3.1 the committee will interview suitable candidates;
 - 6.3.2 the committee will consult with the Department as to its preference;
 - 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

APPENDIX H ACCOUNTABILITY OF FACULTY MEMBERS

The Parties to the Agreement have agreed that it would be useful to have a summary of the processes by which faculty members are reviewed. This summary is intended to provide an increased

(6) three-credit courses; effective July 1, 2009 the standard teaching load for each Employee is five (5) three-credit courses. No Employee is obliged to teach more than the standard teaching load, but may volunteer to teach in excess of the standard load. Faculty members are expected to devote a reasonable amount of time to meaningful scholarly activity including research and work of creative and cultural significance beyond that required for the normal preparation for scheduled teaching. As well, faculty members are expected to participate in the various activities of the university particularly through active membership on University committees. Faculty are expected to be available on campus in carrying out teaching responsibilities and for meeting with and advising students. Each faculty member provides his or her Department Chair and the Vice-President Academic with a schedule of office hours for student advising at the beginning of each semester and is expected to notify his or her Department Chair and the Vice-President Academic of any extended absences from campus (Article 17.02.2).

At the end of the Teaching Year, the Vice-President Academic may request an annual report of all faculty members. In response to such a request, faculty members 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 a faculty member's account of his or her activities with respect to (a) teaching, (b) scholarship, and (c) service (Article 21).

9UW'ZW'hma Ya VYfQ'7i ff]W'i a 'J]hUY'g\ck g'hY'cb[c]b['UMXYa]WYVcfX'cZHYUMing, research and scholarly activity, and academic service. Each faculty member who in the judgement of the Employer is performing his or her duties adequately and whose salary is below the ceiling for his or her rank is entitled to a career progress increment. Those with exceptional performance may be nominated for special merit awards (Article 18.02.6).

Faculty members must notify the Vice-President Academic of any employment outside the University and any such employment must not interfere with his or her academic duties and responsibilities (Article 17.06).

In addition to any other performance assessments, the University may annually review the performance of an Employee on the basis of the annual report (21.01).

3. CONTINUING EXTERNAL REVIEW

Competition is extremely keen.

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

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







