

# COLLECTIVE AGREEMENT

between

ST. THOMAS UNIVERSITY

and the

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

2022-2025

## PARTIES TO THE AGREEMENT

This Collective Agreement, hereinafter referred to as the "Agreement", is entered into this 1st day of December, 2022 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 ~~Facm0t5&0te550003>2005500480049004800550~~

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ARTICLE 1

appointments, promotions in rank, tenured appointments and, at the President's request, on appointments.

- 1.10 "Department" designates an academic and administrative unit into which Full-time faculty members and Part-time faculty members are classified for the coordination and performance of their respective academic duties and for the execution of the educational activities of the University. For purposes of this Agreement, each Employee shall be a member of one and only one Department as determined by the Employer.
- 1.11 "Subject area" designates a grouping of related courses outside a Department for which there is a distinct academic credential or a minimum of three (3) full courses (or equivalent)

1.21 "Senate Research Committee" means the committee

## 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;





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 [ ( ) 92 hnie d th(r ) ] TJET 00.00000912 0 612 79

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2.11 Continuation of Rights

The Employer agrees to exercise its man

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

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

2.15.2 Technologically-mediated instruction shall not be used by the Employer to reduce or eliminate full-time academic positions at the Univ to

ARTICLE 3 EMPLOYER-UNION RELATIONS

3.01 Recognition

The Employer recognizes the Union as the sole collective bargaining agent for the members within the Bargaining Unit as defined by the *Industrial Relations Board* certification orders (IRB-1-17-85 and IR-016-10) and as from time to time amended by mutual agreement.

3.02 Representation

Except as otherwise provided in this Agreement, the Employer shall not bargain with or enter into any agreement with a member o

3.08 Union Activities

3.11.3 Meetings of the Joint Committee shall be chaired alternately by a representative of the Employer and the Uniu30ftive of





- (ii) A Regular Appointment shall be an appointment to teach a workload equivalent to at least the average workload over the three (3) Teaching Years immediately prior to the appointment. In the event an Employee was on approved leave (Article 16) during one (1) of the three (3) Teaching Years immediately prior to the appointment, the appointment shall be to teach a workload equivalent to the average workload over the best three (3) of the previous four (4) Teaching Years.
- (iii) If the Employee's Regular Appointment workload as determined under this Article is based on courses taught in more than one (1) Department, the Employee shall receive a Regular Appointment to teach a workload in each Department on a proportional basis. Where the proportional basis would result in partial course workloads in two (2) or more Departments, the Employee shall choose between the Departments with respect to that portion of the workload. In no circumstances will the total workload for an Employee in all Departments exceed the average number of courses taught by that Employee in the previous three (3) years, or best three (3) of four (4) years in the case of an Employee who received approved leave as noted above. The proportional workload received by Regular Appointment Employees who teach in more than one (1) Department shall be fixed at the proportion received at the time of initial appointment, unless the workload of the Regular Appointment in one of the Departments is reduced as per Article 5.10.1.
- (iv) The minimum average workload for an Employee with a Regular Appointment shall be comprised of courses available to be taught during the Teaching Year by Part-time faculty after the allocation of courses to Full-time faculty is complete.
- (v) With the mutual agreement between the Employer and the Union, Employees may teach beyond eighteen (18) credit hours during the Teaching Year.
- (vi) Subject to Article 5.10 (Lay-off and Recall Procedures – Regular Appointments) the Deans shall ensure that when courses are assigned to Full-time faculty, there are sufficient courses remaining that Regular Appointment Employees are qualified to teach so that Regular Appointment Employees maintain their minimum average workload.
- (vii) An Employee with a Regular Appointment may obtain a Full-time Limited-Term Appointment. At the conclusion of a Full-time Limited-Term Appointment, an Employee shall resume their Regular Appointment. When the Employee is being considered for course assignments covered by this Agreement, they shall be consulted on the assignment of their courses according to the allocation procedures in Article 5.03.2.

- (viii) An Employee is not obliged to accept a Regular Appointment and may opt to teach the courses on a per course appointment basis in

ARTICLE 5      HIRING PROCEDURES FOR ACADEMIC APPOINTMENTS

5.01      Criteria for Appointments

5.01.1      The following outlines the criteria for consideration by the PTAC (Article 5.04) in making assessments of qualifications for internal appointments (Article 5.04.4.1 and 5.04.4.2) and external appointments (Article 5.04.4.3):

- (a) academic credentials in the discipline or a closely related field of scholarship, including degrees, special studies and honours (academic credentials shall normally be a minimum of a Master's degree);
- (b) demonstrated teaching performance relevant to the area of appointment, or to a closely related field as determined by the PTAC;
- (c) scholarly work experience and/or work of creative or cultural significance relevant to the area of appointment, or to a closely related field as determined by the PTAC.

5.01.2      Seniority

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

5.01.2.2      Employees accrue course-specific seniority

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

5.01.2.7 A Schedule A or a Regular Appointment Employee who has seniority, and who obtains a Full-time Limited-Term Appointment and who subsequently returns to the Part-time unit, shall be able to count up to eighteen (18) credit hours toward seniority. The Employee, upon returning to the Part-time unit, shall identify the courses taught as a Full-time Employee for which seniority shall be applied.

### 5.01.3 Seniority List

The Deans shall maintain a seniority list for each Department. The list shall specify the Employee's name, overall University seniority, and course-specific seniority. The Deans shall provide each Department with a copy of the seniority list with copies sent to the Union by October 31 of each year. The seniority list shall include all courses being taught up to and including December 31 of that year. The seniority list shall be used for all appointments issued after January 1 of the following year. The Union shall advise the Appropriate Dean of any discrepancies by December 1.

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

### 5.02 Employment Equity

5.02.1 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. These are under-represented groups identified in the *Canadian Employment Equity Act*.

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

### 5.03 Procedures

5.03.1 On or before January 15, the Appropriate Dean shall inform the Chairs of the names of Employees in their respective Departments who are entitled to a Regular Appointment, and the workload associated with each Employee (subject to Article 5.10) for the upcoming Teaching Year. At the same time, the Appropriate Dean shall also inform the Union and each Employee of their Regular Appointment and of the workload associated with that appointment (subject to Article 5.10) for the upcoming Teaching Year.

Following consultation between the Appropriate Dean and the Department Chairs to develop the course allocation, the Appropriate Dean shall communicate the annual course allocation to each Department Chair and to the Union by January 31.

- 5.03.2 After being informed of the course allocation, in accordance with Article 5.03.1, and in preparation of the course timetable, by February 21 the Department Chair shall propose to the Appropriate Dean which courses the Depar

times the course shall be taught, anticipated approximate class size, the city or town in which the course shall be taught, required qualifications as per Article 5.01, and application deadline.

Unstaffed Course List

- 5.03.7 The Deans shall ensure that an unstaffed course list is created and maintained. This list shall specify the course name and number and the Employees who have seniority for that course, in order of seniority.

#### 5.04 Part-time Appointments Committee (PTAC)

- 5.04.1 Each Department, Programme, or Subject Area with Part-time course offerings shall have a Part-time Appointments Committee (PTAC). This Committee shall be composed of a minimum of three (3) Full-time Members from the Department, Programme, or Subject Area. The Department Chair, Programme Director, or Subject Area Coordinator may be a member of the PTAC, but does not have to be. In cases where it is not possible to have three (3) eligible Members, additional committee members shall be selected by agreement between the Department, Programme, or Subject Area and the Appropriate Dean. The Union shall be informed by the Appropriate Dean of the additional committee members that were selected.
- 5.04.2 The Committee's role shall be to ensure a fair assessment and appointment process for internal and external appointments. The Committee shall make recommendations on internal and external appointments to the Appropriate Dean.
- 5.04.3 The Committee shall complete a written record of their assessment of each applicant for an internal appointment considered at their meeting using the form in Appendix E of this Agreement. Copies of the written record for each applicant for an internal appointment shall be sent to the Union, and the Appropriate Dean. An Employee deemed unqualified for the appointment shall be sent a copy of their written record and shall be provided notice of the Appeals process (Article 5.05) by the Committee. An Employee deemed qualified for the appointment may also request a copy of the record of assessment.
- 5.04.4 Recommendation Procedures
- 5.04.4.1 If after the application of Article 5.03.10 (Seniority Appointment Procedures) there are additional unstaffed courses, the Appropriate Dean shall authorize an internal competition for these courses. Every internal advertisement shall state "St. Thomas University encourages applications from all qualified candidates and is committed to the principles of equity, diversity, and inclusion, including employment equity for the following under-represented groups identified in the *Canadian Employment Equity Act*: women, aboriginal persons, members of visible minority groups and persons with disabilities". In addition, all internal advertisements shall include the St. Thomas University Indigenous Land Acknowledgement as found on the University website.

Employees may apply for an additional course(s) and, if they meet the criteria specified in Article 5.01.1, they shall be considered qualified and shall be recommended. In the event that there are two (2) or more qualified Employees, the following process shall apply to the groups identified in the



- (iii) Where two (2) or more qualified Employees have the same level of overall University seniority and have the same initial hire date, and one (1) of those Employees has self-identified as being a member of a group that is under-re

all else being equal, the member of the under-represented group shall be offered the appointment. Whether a group is found to be under-represe



5.06.6 Once an Employee has returned a signed letter of appointment, within five (5) Days the name of the person hired shall be posted next to the course listing on the University website and the Employee's name shall be added to the timetable.

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

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

If courses taught by an Employee are reassigned to a full-time position at the time the position is posted, the Employee shall have the right to apply for the full-time position if they have the qualifications specified in the advertisement. N

(vi) the normal changes in course offerings asso

5.10.3.4 The procedures in Articles 5.10.3.1 through 5.10.3.3 shall be repeated for Regular Appointment Employees in order of least to most seniority for courses in the Department until the need for reductions and/or lay-offs in 5.10.1 is satisfied.

5.10.3.5 If an issue arises as to whether an Employee is qualified to teach a course under Article 5.10.3.3, the PTAC (Article 5.04) and JPAAC procedures (Appendix A) shall apply with the following amendments:

- (i) The matter shall be referred to PTAC immediately;
- (ii) PTAC shall deliver its decision within five (5) Days;
- (iii) If the Employee disagrees with the PTAC decision, the0000911423ET60.00000912 00612

ARTICLE 6 PROMOTION

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

6.02 Promotion in Rank

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

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

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

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

ARTICLE 7 PERSONNEL FILE AND ACADEMIC FILE

7.01 Personnel File

7.01.1 The Employer shall maintain one Personnel File on each Employee. The File shall contain documents and materials used or to be used in implementing and administering the employment relationship and the relevant terms and conditions of the Collective Agreement. No anonymous material concerning any Employee which cannot be supplied to the Employee shall be kept for inclusion in the Personnel File. Access to an Employee's Personnel File shall be restricted to the Employee and/or their duly authorized representative and to authorized representatives of the Employer, or as may be otherwise authorized under this Agreement or by law. The



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

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

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

7.02.3 After submission to the Departmental Chair no documentation may be added to or removed from the Employee's application, except by the Employee, without two (2) weeks written notice to the Employee and the written consent of the Employee. Additional materials from sources other than the Employee shall be accompanied by a signed letter from the Employee stating their consent to the

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

7.02.9 An Employee shall have access to their 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 their Academic File.

7.02.10 The Employee shall have the right to make relevant additions to their Academic File.

7.02.11 Material may be removed from the Employee's Academic File only by mutual agreement between the Employee and the Vice-President (Academic and Research), or as authorized by this Agreement. An Employee who believes their Academic File contains erroneous, inaccurate, inadequate, or irrelevant information may include  
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ARTICLE 8 EVALUATION

8.01

8.05 Procedures for Reviews

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

8.05.1.1 With the agreement of the Union and the Employee, the notification period in Article 8.05.1 may be abridged if necessary, in order to allow an Employee to be considered under the Regular Appointment (Article 5.03.2) or the Seniority Appointment Procedures (Article 5.03.10) course assignment procedures.

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

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

- (a) Course descriptions, syllabi, bibliographies or other material distributed in courses;
- (b) Material descriptive of courses submitted to other bodies (e.g., Departmental or University curriculum committees);
- (c) Explanatory material about aims and methods of teaching written and submitted by the Employee;
- (d) Letters of reference from colleagues, supervisors, or unsolicited letters from students;
- (e) Results of student evaluations carried out in accordance with the University's course evaluation policy and procedures; evaluation results administered independent of University-wide standardized student evaluation procedures may also be submitted;
- (f) Publications, conference presentations, workshops or seminars conducted on teaching.

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

8.06 Unsatisfactory Teaching Performance

8.06.1 Where a review

review in accordance with the Seniority Appointment Procedures in Article 5.03.10.

8.06.5 Notwithstanding Article 8.06.4, the Employee may apply to teach the course(s) under Article 5.04.4.3.



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

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

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

9.05.2.2 If an Employee is unable to meet these deadlines, the Employee shall notify, in advance and in writing, their Chair and the Appropriate Dean stating the reasons for any such difficulty, and shall con12 793it-2(i)0 1 442.51 596.02



Employer agrees to provide Employees with two (2) shared work spaces in Edmund Casey Hall and Brian Mulroney Hall that shall include new standard model computers renewed every four (4) years, and access to filing cabinets and telephones. The Employer agrees to provide Employees with six (6) private offices, designed to accommodate three (3) Employees per office; each office shall include three (3) new standard model computers renewed every four (4) years, three (3) desks, and access to filing cabinets and telephones.

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

9.07 Release of Student Information

The Employee shall not reveal information about students whether concerning their academic progress, nBT/F1 11.04 Tf1 0 0 1 404.71 558.22 Tm0 g0 G[(el)8(ec)-3(tro)11(n)8tud

9.10 Employer Responsibilities

- 9.10.1 The Employer has the obligation to provide a safe and secure working environment. The Employer is responsible for maintaining an orderly and productive academic environment which fosters the dissemination of knowledge through effective teaching. Where required by this Agreement, the University shall also facilitate and support research, scholarship, and creative work by Employees.
- 9.10.2 The Employer shall indemnify and save harmless each Employee from legal liability and all actions, causes of action, claims or demands whatsoever arising out of any occurrence occurring in the course of, or performed pursuant to, and within the scope of their 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 11 GRIEVANCE AND ARBITRATION

### 11.01 Preamble

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

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

### 11.02 Definitions

- (a) Grievance: A grievance is a claim that there has been a violation, misinterpretation, non-application, or improper application of the terms and con

11.04

11.07 Grievance Procedures

- (a) A grievance shall be in writing and signed by the grievor and shall specify the matter in dispute, the Article(s) alleged to have been violated, and the remedy sought.
- (b) No later than ten (10) Days following the receipt of the grievance, the Vice-President (Academic and Research) shall meet with the Union representative and, as appropriate, the Employee(s) for whom the grievance is being carried. The Parties shall m

either Party, be appointed by the Minister responsible for Labour in New Brunswick.

- (b) The arbitrator shall have the duty and power to adjud



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

11.08.6 Arbitration Costs

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

ARTICLE 12 SALARIES AND ALLOWANCES OF EMPLOYEES

12.01 Course Stipends

- 12.01.1 The stipend amounts for all Employees covered by this Agreement are contained in Appendix C which forms part of this Agreement.
- 12.01.2 Where an Employee teaches part of a course, the stipend shall be prorated in accordance with Article 5.06.4.1. If an Employee is asked to teach a course on an immediate and unanticipated basis, the Appropriate Dean shall consult with the Employee and shall determine the number of classes, if any, that shall be cancelled in order to provide the Employee with sufficient time to prepare to teach the course. The Employee shall be paid during the preparation period as

12.03.2 Cost of Living Adjustment

Employees who have held a Part-time appointment

ARTICLE 13 EMPLOYEE BENEFITS

13.01 For Schedule B Employees, the University group insurance plans shall continue in force during the period of this Agreement. Any changes to these plans affecting Employees shall be approved by the Union and the Employer.

13.01.1 An Employee appointed under Schedule B shall be eligible for extended health insurance, dental insurance, group life insurance, and accidental death and dismemberment insurance provided by the University. An Employee appointed to a Schedule B position shall be eligible for long-term disability in the event the appointment is at least nine (9) consecutive months; however, the long-term disability coverage for Schedule B Employees shall be limited to a maximum of two (2) years from their last day worked.

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

13.02.1 All Employees appointed under Schedule B, and all Part-time Employees who are receiving a Level II or Level III stipend, shall join the plan subject to the regulations of the plan.

13.02.2 Contributions to the pension plan shall be:

Employer contribution: 7% of normal salary;

Employee contribution: 5% of normal salary.

13.03 Tuition Fee Reduction

13.03.1 Employees shall be entitled to a 100% reduction in tuition fees for Bachelor of Arts, Bachelor of Applied Arts, Bachelor of Education, and Bachelor of Social Work courses taken at St. Thomas University.

13.03.2 Spouses and children of Employees shall be entitled to a reduction in tuition fees, on a per course basis, in proportion to the Employee's teaching load relative to the standard full-time teaching load as defined in Article 17.02.1 of the Full-time Collective Agreement to a maximum of 50% for Bachelor of Arts, Bachelor of Applied Arts, Bachelor of Education, and Bachelor of Social Work courses taken at St. Thomas University. Eligibility for this tuition fee reduction shall continue in the event of an Employee's death for the duration of the Employee employment contract.

13.04 Benefit Statements

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

13.05 Health Spending Allowance

- 13.05.1 A Health Spending Allowance equal to \$145.00 for each three (3) credit-hour course taught shall be made available to all Schedule A and Regular Appointment Employees. Where an Employee teaches part of a course, the Health Spending Allowance shall be prorated in accordance with Article 5.06.4.1.
- 13.05.2 The Health Spending Allowance shall be used by an Employee only for health expenses.
- 13.05.3 Upon submitting original receipts, the Employee shall be reimbursed for *bona fide* expenses, up to the maximum available.
- 13.05.4 Health Spending Allowances shall be used during the Academic Year in which the allowance is made available. Unused balances may be carried forward for a maximum of one (1) Academic Year. Enquiries on the allowance may be made through the University's Department of Human Resources.
- 13.05.5 The Health Spending Allowance is disbursed in accordance with the St. Thomas University Health Spending Account Policy as found on the University website under the Benefits and Pension section of Human Resources.



ARTICLE 15 TEACHING ENHANCEMENT ALLOWANCE AND RESEARCH FUNDS

- 15.01 A Teaching Enhancement Allowance equal to \$50.00 per three (3) credit-hour course taught shall be made available to all Schedule A and Regular Appointment Employees. Where an Employee teaches part of a course, the Teaching Enhancement Allowance shall be prorated in accordance with Article 5.06.4.1.
- 15.02 The teaching enhancement allowance may be used by an Employee for expenses related to teaching enhancement.
- 15.03 Upon submitting original receipts, the Employee shall be reimbursed for *bona fide* expenses, up to the maximum available.
- 15.04 Teaching enhancement allowances shall be used during the Academic Year in which the allowance is made available. Unused balances may be carried forward for a maximum of two (2) Academic Years. Enquiries on the Allowance may be made through the University's Financial Services Office.
- 15.05 Materials purchased by Employees under this Article shall be owned by the University; however, such materials may remain in the custody of the Employee for their own use in teaching.
- 15.06 Support for External Research Funding

Although the terms and conditions of employment of Part-time Employees, appointed under a Schedule A or Regular Appointment, do not require these Employees to carry out research, scholarly activity or University service, the University recognizes that some Employees, outside their employment responsibilities, may wish to seek external research funding. Stipp

ARTICLE 16 LEAVES

16.01 Sick Leave

16





## ARTICLE 17 TERM OF AGREEMENT

### 17.01 Duration

This Agreement shall enter into force on July 1, 2022, after signature by the President of the University and the President of the Union and shall remain in force until and including June 30, 2025. The Agreement shall continue from year to year after June 30, 2025 unless either Party gives the other Party notice in writing at least thirty (30) days, but not more than one hundred and fifty (150) days, prior to the thirtieth day of June in any year that it desires renegotiation of the Agreement.

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

### 17.02 Notice of Renegotiation

The notice of renegotiation shall pass between the President of the Union and the President of the University. Within twenty (20) Days of receipt of such notice by either Party, both Parties shall enter into negotiation of a new agreement.



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

- (f) shall arrive at a decision by open vote. The Chair shall vote only in the event of a tie vote, in which case she/he shall cast the deciding vote;
- (g) render a decision to either uphold or to deny the appeal within five (5) Days of convening;
- (h)

GRIEVANCE FORM

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

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

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

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

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

1. Nature of Grievance:

2. Section(s) of Collective Agreement Involved:

3. Facts of the Case: (Attach separate page, if necessary)

4. Remedy Sought:

\_\_\_\_\_  
Signature of grievor (Union or Employer)

\_\_\_\_\_  
Date:

## APPENDIX C

## COURSE STIPENDS (THREE-CREDIT HOUR)

## Course Stipends (Three-Credit Hour)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Effective July 1, 2022	6,404	6,751	7,086
Effective July 1, 2023	6,532	6,886	7,228
Effective July 1, 2024	6,663	7,024	7,373

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

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

APPENDIX D FULL-TIME SALARY FLOORS AND CEILINGS

ARTICLE 18 SALAR



APPENDIX E RECORD OF ASSESSMENT (for an internal candidate)  
(In accordance with Article 5.04 of the Part-time Collective Agreement)

Department/Programme/ Subject Area	
Course Applied For (include course number and name)	
Semester/dates course will be taught in	
Candidate	

PTAC Chair	
PTAC Members	
Date/Time of PTAC Meeting	

MOTION: The candidate is deemed qualified.

Mover: \_\_\_\_\_.

Seconded: \_\_\_\_\_.

The motion was:  CARRIED  NOT CARRIED

Note: If the motion is "Not Carried", this means that the candidate was deemed unqualified.

Rationale for being deemed "qualified" or "unqualified". <sup>1</sup> Please specifically reference the criteria as defined under Article 5.01.1 of the Part-time Collective Agreement. <sup>2</sup>
Article 5.01.1 (a)
Article 5.01.1 (b)
Article 5.01.1 (c)

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Under Article 5.05 any Member deemed unqualified shall have 10 Days to appeal to a  
Joint Part-time Appeals Committee (see Appendix A).

Please attach additional pages if needed.

APPENDIX F RECORD OF ASSESSMENT for an external candidate  
(In accordance with Article 5.04 of the Part-time Collective Agreement)

Department/Programme/ Subject Area	
Course Applied For (include course number and name)	
Semester/dates course will be taught in	
Number of external applicants	
Applicant(s) deemed qualified for an interview	
Applicant(s) not deemed qualified for an interview	



Article 5.01.1 (c)

Applicant Four:

Rationale for being deemed "qualified" or "unqualified"

Please specifically reference the criteria as defined under Article 5.01.1 of the Part-time Collective Agreement.

The application is complete and includes Curriculum vitae, evidence of teaching effectiveness (teaching portfolio preferred),



