

# COLLECTIVE AGREEMENT

between



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## ARTICLE 1 DEFINITIONS

- 1.01 "Employer" designates St. Thomas University, as defined in An Act to Incorporate St. Thomas' College, as amended from time to time, or its legal successor.
- 1.02 "Union" means the Faculty Association of the University of St. Thomas and any person(s) duly appointed by it to act on its behalf.
- 1.03 "Bargaining Unit" means the group of Employees as recognized in Article 3.01.
- 1.04 "Employee" is defined as an individual who is a member of the bargaining unit; that is, all those hired on a part-time basis to teach during the academic year at St. Thomas University in the city of Fredericton and at extension courses outside the said city, who teach more than six (6) credit hours during the academic year to a maximum of eighteen (18) credit hours during the Teaching Year and a maximum of twenty-four (24) credit hours during the Academic Year. Excluded are the President, Vice-President Academic, members of the Board of Governors, persons appointed to an endowed Chair of study, and those excluded by the Industrial Relations Act.
- 1.05 "An individual appointed to an endowed Chair of study" designates an Employee compensated solely from an endowment fund at St. Thomas University.
- 1.06 "Part-time faculty member" designates a member of the bargaining unit employed to teach on a part-time basis. A member of the Bargaining Unit shall continue to be a member as long as she or he is continuously employed at St. Thomas University. Teaching a minimum of a three credit hour course during each Academic Year constitutes continuous employment.

- 1.12 "Subject area" designates a grouping of related courses outside a Department for which there is a distinct academic credential or a minimum of three full courses (or equivalent) normally offered during the Teaching Year. Each Subject Area with two or more Full-time faculty members shall have a "Programme Director"; other Subject Areas shall each have a "Subject Coordinator". Programme Directors shall be treated as Department Chairs in all proceedings involving Department Chairs under this Agreement.
- 1.13 The "Vice-President Academic" is an administrative officer of the University.
- 1.14 "President" designates the President or the acting President of St. Thomas University.
- 1.15 "President of the Union" designates the President or the acting President of the Faculty Association of the University of St. Thomas.
- 1.16 "Academic Year" designates the period extending from July 1 to June 30 of the following calendar year inclusive.
- 1.17 "Teaching year" designates the period extending from September 1 to April 30 of the following Calendar Year inclusive.
- 1.18 "Day" means any workday exclusive of Saturday, Sunday and any holidays identified in Article 9.08.
- 1.19 Throughout the Agreement, the plural includes the singular, and *vice versa*, as the context requires.

## ARTICLE 2 GENERAL PROVISIONS OF THE AGREEMENT

### 2.01 Purpose of the Agreement

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

2.07 Amendments to the Act of Incorporation and the By-Laws





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





3.11 Joint Committee

- 3.11.1 The two Parties agree to form a Joint Committee consisting of three (3) individuals representing the Employer and three (3) individuals representing the Union within ninety (90) days of the signing of this Agreement.
- 3.11.2 At least two (2) representatives of the Employer and two (2) representatives of the Union must be present at any meeting of the Joint Committee.
- 3.11.3 Meetings of the Joint Committee shall be chaired alternately by a representative of the Employer and the Union.
- 3.11.4 The Joint Committee shall meet at least quarterly. Quarterly meetings may be cancelled by mutual agreement of the Employer and the Union, and additional meetings may be held by mutual agreement of the Employer and the Union.
- 3.11.5 The Joint Committee shall review matters of concern arising from the application of this Agreement and the Agreement between St. Thomas University and the Faculty Association of the University of St. Thomas (Full-time Bargaining Unit), excluding any dispute that is, at that time, being resolved under the grievance and arbitration procedures set out in Article 11. This Committee shall attempt to foster better communication and more effective working relationships between the Parties and shall attempt to maintain a spirit of cooperation and respect between the Parties.
- 3.11.6 The Joint Committee shall have no power to modify the

## ARTICLE 4 AUTHORIZATION FOR PART-TIME APPOINTMENTS

- 4.01 The Department shall identify its staffing requirements taking into account its full-time complement and planned course offerings.
- 4.02 Following consultation between the Vice-President Academic and the Department Chairs to develop the staffing allocation, the Vice-President Academic shall communicate the annual staffing allocation to each Department Chair normally no later than January 31.
- 4.03 Requests for teaching resources, beyond those allocated by the Vice-President Academic on an annual basis, shall be communicated by the Department Chair to the Vice-President Academic.
- 4.04 The decision of the Vice-President Academic on such requests for teaching resources shall be communicated in writing to the Department, with reasons in the event of a negative decision, within fifteen (15) days of receiving the recommendation.

## ARTICLE 5 APPOINTMENTS

### 5.01 Criteria for Part-time Appointments

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

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

### 5.02 Types of Appointments

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

- a) Schedule A Appointment refers to an appointment to teach three (3) or more credit hours during the Academic Year to a maximum of eighteen (18) credit hours during the Teaching Year and a maximum of twenty-four (24) credit hours during the Academic Year. Schedule A Appointments shall be either Probationary or Continuing.
  - i) Schedule A Probationary. The probationary period for new Schedule A Employees shall be at least six (6) credit hours and teaching for a minimum of two (2) Academic Years. Seniority credits under Article 5.03 shall accrue for all courses taught in the probationary period and shall become effective for determining seniority upon successful completion of the probationary period. Evaluation of teaching effectiveness under Article 8 shall be conducted at the end of the probationary period.
  - ii) Schedule A Continuing. Refers to a Schedule A appointment subsequent to successful completion of the probationary period.
- b) Schedule B Appointment refers to an appointment to teach, conduct research, provide service, or any combination of the foregoing as a designated percent of a full-time workload, normally 50%.

- c) Multi-Year Appointment refers to the appointment of an Established Part-time Instructor to teach courses in cases where a longer term need exists as determined by the Department Chair and the Vice-President Academic. Multi-Year Appointments will not exceed three (3) years in duration and



5.04.1.2 After being informed of the staffing allocation, in accordance with Article 4, and in preparation of the course timetable, by February 28 the Department Chair shall propose to the Vice-President Academic which courses the Department shall be offering in the upcoming Intersession, Summer Session, and Teaching Year. This list shall identify which courses are

- 5.04.1.7.3 The Employment Contract shall include the date of commencement and the date of completion. Each Employee shall have her or his stipend paid over the contract period as per current practice. The Employer shall forward a copy of the Employment Contract and the Additional Duties Contract to the Union within fifteen (15) days of the Employee's signing of the contract. A copy of the Employment Contract shall be placed in the Confidential Personnel File which the Employer shall maintain on each Employee.
- 5.04.1.8 Once a Part-time Faculty Member has returned a signed contract, Human Resources shall post the name of the person hired next to the course listing on the Human Resources website and shall add the Part-time Faculty Member's name to the timetable.
- 5.04.1.9 Any previously taught courses remaining after the application of the seniority list shall be placed on the list of all remaining courses. All courses on the list of all remaining courses are hereinafter referred to as Additional Appointments as per Article 5.04.2.
- 5.04.2 Steps for Procedure II -- ADDITIONAL APPOINTMENTS
- 5.04.2.1 Part-time Appointments Committee
- 5.04.2.1.1 Each Department or Programme with part-time course offerings shall have a Part-time Appointments Committee. This Committee shall be made up of the Department Chair or Programme Director, and two Full-Time Faculty Members from the Department. In cases where it is not possible to have two Full-Time Faculty Members from the Department, the Chair or Director shall invite participation on the Committee from another Department.
- 5.04.2.1.2 The Committee's role shall be to ensure a fair assessment and appointment process for Additional Appointments.
- 5.04.2.1.3 Written minutes of Committee meetings shall be kept by the Committee Chair and shall be made available upon request to Employees, the Union, and the Vice-President Academic.

- 5.04.2.2 Human Resources shall notify the Department Chair of which courses remain unstaffed and need to be advertised on the Human Resources website. The Chair shall provide Human Resources with a paragraph description of each course (similar to a calendar course description). The courses shall be posted on the website on April 30, and shall contain the following information: Department, date of the posting, the course name and number, description, starting time and duration of the course, anticipated approximate class size, the city or town in which the course shall be taught, required qualifications, and application deadline. Human Resources shall place such postings on the Human Resources website for at least ten (10) days prior to the application deadline.
- 5.04.2.3 Part-time Faculty Members may apply for any additional appointments through the Human Resources website by completing an application form and attaching any relevant documents to be considered by the Department or Programme, as identified in 5.04.2.7. Human Resources shall forward applications to the Department Chair.
- 5.04.2.4 Upon receipt of applications, the Department Chair shall arrange for the Part-time Appointments Committee to consider all of the applications, following which an interview will be held with one or more candidates. Within fifteen (15) working days of the deadline for application, and following majority approval by the Part-time Appointments Committee, the Department Chair shall, in writing, propose a recommendation to the Vice-President Academic. The recommendation shall include evidence that the candidate meets the qualifications specified in the job advertisement and meets the criteria as established in Article 5.04.2.7.
- 5.04.2.5 When a Member is deemed unqualified to teach the course by the Department, the Department shall so inform the Vice-President Academic when it makes its recommendation, and shall supply files of the applicants along with reasons for its recommendation, as well as minutes of the Part-time Appointments Committee. The Vice-President Academic shall advise Human Resources to post the name of the recommended candidate. Any applicants deemed unqualified to teach the course by the Department will have ten (10) working days to appeal to a Standing Part-time Appointments Appeals Committee. The decision of the Committee shall be binding and not grievable.
- 5.04.2.6 The decision on the appointment shall be made by the Vice-President Academic who shall not unreasonably reject the recommendation by the Department. The Vice-President Academic shall make the decision to accept or reject the Department's recommendation within a reasonable period of time. If the Vice-President Academic rejects the Department's recommendation, she or he shall notify the Department Chair in writing with reasons, with a copy to the Member and the Union. The decision of the Vice-President Academic shall not be subject to the arbitration procedures set out in this Agreement, unless the grievance to be submitted to arbitration is based on an alleged violation of Articles 2.04 (Academic Freedom), 2.05 (No Discrimination and Duty to Accommodate) or 2.06 (Full and Fair Consideration).

5.04.2.7 Criteria For Additional Appointments

5.04.2.7.1 The following outlines the criteria for consideration by the



5.08 The Parties agree that the Employer may, in accordance with all other provisions of Article 5, hire academically qualified priests and religious in view of the tradition of St. Thomas as a Catholic University.

## ARTICLE 6 PROMOTION

6.01 An Employee may apply for promotion to Established Part-time Instructor and/or for promotion

6.04.7 In the event a Department Committee member or her or his relative is being assessed, the Department shall elect a substitute, who shall perform such duties as





6.06 Decisions on Promotion



## ARTICLE 8 EVALUATION

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

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

### 8.02 Relevant Considerations

Reviews of teaching for Employees shall consider:

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

### 8.03 Procedures for Reviews

8.03.1 Teaching reviews for Employees shall be conducted during the first year of appointment and every five (5) years thereafter, unless more frequent reviews are warranted. The need for more frequent reviews shall be determined through consultation between the Chair and the Employee.

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

8.03.3 The Department Chair shall submit a brief written review of teaching effectiveness to the Vice-President Academic for inclusion in the Confidential Personnel File with a copy to the Employee specifying whether the Employee's performance has been

8.03.4 TRANSITION: *Department Chairs shall ensure that all Part-time Employees in the Bargaining Unit as of July 1, 2005 are evaluated in accordance with this Article within three years of the signing of the 2003-2007 Agreement.*

## ARTICLE 9 TERMS AND CONDITIONS OF EMPLOYMENT

### 9.01 Appointment Period

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

### 9.02 Course Cancellation

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

### 9.03 Class Size

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

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

9.03.3 The Vice-President Academic shall provide annually a report to Senate on average class sizes, by Department and programme. The Employer shall provide an annual report to the Union on the average class size together with the course registrations

9.05 Workload

- 9.05.1 The following elements constitute a Part-time Employee's workload: course preparation; teaching; student consultation; grading and marking; distribution of student-evaluation questionnaires; and other duties appropriate to course instruction, delivery, and evaluation of students.
- 9.05.2 Course preparation may include development and distribution of a course outline in accordance with University policies; preparation to conduct class; preparation of assignments; tests and examinations; ordering of textbooks; and where applicable, placing materials on library reserve.
- 9.05.3 Teaching shall include conducting scheduled courses in a manner which normally







- 10.02.5.1 If the Employee's whereabouts are unknown to the Employer and the Union, the meeting described in Article 10.02.1 above shall be dispensed with and the President may immediately give notice of dismissal by registered mail addressed to the Employee at her or his last known address. A copy of the notice of dismissal will be sent to the Union.
- 10.02.5.2 If the Employee wishes to contest her or his dismissal, she or he shall, within thirty (30) calendar days of receiving written notice of dismissal (or, in the case of the Employee being notified by registered mail as provided for in Article 10.02.5.1, within thirty (30) calendar days of the registered receipt of the dismissal notice), give the Employer and the Union notice in writing that she or he requests that the dismissal be submitted to arbitration. The Union may initiate arbitration procedures in accordance with Article 11.
- 10.02.5.3 The Employer shall not introduce into evidence at arbitration any notices of discipline of which the Employee was not aware. Any evidence introduced at an arbitration relating to discipline shall be confined to that which is relevant to the grounds of the notice of discipline referred to in this Article.
- 10.02.5.4 The Union has the option of choosing expedited arbitration or regular arbitration. In the event of expedited arbitration, the Employee shall continue to receive her or his salary and other benefits up to a maximum of six (6) months or until the arbitrator renders a decision, whichever comes first. In the event of regular arbitration, the Employee shall continue her or his salary and other benefits up to a maximum of four (4) months or until the arbitrator renders a decision, whichever comes first. At the Employer's discretion the Employee may be suspended from the performance of some or all of her or his duties.
- 10.03 If disciplinary procedures are in progress at the same time as an Employee is being considered for promotion, either the Employer or Employee may request that the promotion process be deferred until the disciplinary process has been concluded.
- 10.04 Failure of the Union to grieve a letter of reprimand or warning shall not be deemed to be an admission of the validity of the reprimand or warning.
- 10.05 Any record of discipline shall be removed from the Employee's Confidential Personnel File after a period of twenty-four (24) months from the date of the alleged infraction provided that no subsequent infractions have been proven within that period.

10.06 Harassment

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

## ARTICLE 11 GRIEVANCE AND ARBITRATION

### 11.01 Preamble

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

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

### 11.02 Definitions

- (a) **Grievance:** A grievance is a claim that there has been a violation, misinterpretation, non-application, or improper application of the terms and conditions of the Agreement.
- (b) **Grievor:** The grievor is the Union or the Employer.

### 11.03 Types of Grievance

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

11.04 Time Limits

11.04.1

- (a) A member or members shall inform the Union of a potential grievance within and not later than fifteen (15) working days of the event giving rise to the potential grievance, or within fifteen (15) working days of the date when this event could have first been known to have occurred.
- (b) The Union shall file a grievance according to procedures outlined in Article 11.07 within thirty (30) working days after notification of the event.
- (c) The Employer shall file a grievance according to procedures outlined in Article 11.07 within thirty (30) working days after first becoming aware of

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

11.07 Grievance Procedures

- (a) A grievance shall be in writing and signed by the Grievor and shall specify the matter in dispute, the Article(s) alleged to have been violated, and the remedy sought.
- (b) No later than ten (10) working days following the receipt of the grievance, the Vice-President Academic shall meet with the Union representative and, as appropriate, the Employee(s) for whom the grievance is being carried. The Parties shall make every reasonable attempt to resolve the grievance.
- (c) If the grievance is resolved at this stage, such settlement shall be reduced to writing and countersigned by the Union representative and the Vice-President Academic within ten (10) working days of the meeting at which the settlement was reached.
- (d) In the event the Union representative and the Vice-President Academic cannot resolve the grievance within ten (10) working days of the meeting(s) specified in (b), the Vice-President Academic or the Union representative, as appropriate, shall inform the other Party in writing of its decision to deny the grievance, together with reasons.
- (e) If the grievance is not resolved at the meeting(s) held under (b), none of the settlement discussion can be brought forward as evidence in any subsequent arbitration.

11.08 Arbitration Procedures

11.08.1 Notification of Arbitration

The Union or the Employer may, within fifteen (15) working days of receiving the response specified in Article 11.07(d), give written notice of its intention to submit the matter in dispute to an arbitrator for final and binding arbitration, except in those instances where arbitration is ruled out by this Agreement.

11.08.2 Appointing an Arbitrator

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

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

11.08.3 Appointing an Arbitration Board

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

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

11.08.4 Arbitration Hearing

(point 11.08.1)

11.08.5 Arbitration Decision

(a) The arbitrator or arbitration board shall render its decision and make that decision known to the Parties concerned as soon as possible, in any event, no



## ARTICLE 12 SALARIES AND ALLOWANCES OF EMPLOYEES

### 12.01 Course Stipends

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

### 12.02 Cost of Living Adjustment

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

- |                            |      |
|----------------------------|------|
| (a) Effective July 1, 2007 | 5.0% |
| (b) Effective July 1, 2008 | 5.0% |
| (c) Effective July 1, 2009 | 5.0% |

### 12.03 Length of Service

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

### 12.04 Schedule B Appointments

#### 12.04.1 Floors and Ceilings

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

#### 12.04.2 Cost of Living Adjustment

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

12.04.3 Career Progress

Effective July 1 of each year, each Employee appointed under Schedule B, who in the judgment of the Employer is performing her or his duties adequately, except

## 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

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 \$60.00 for each three (3) credit-hour

## ARTICLE 14 PROFESSIONAL DEVELOPMENT ALLOWANCE

## ARTICLE 15 TEACHING ENHANCEMENT ALLOWANCE

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

## ARTICLE 16 LEAVES

### 16.01 Sick Leave

- 16.01.1 A Part-time Employee who is prevented by injury or illness, other than maternity, but including complications arising from maternity, from performing her or his academic duties shall advise the Vice-President Academic who shall, notwithstanding Articles 5.02 and 9.03, arrange for the Part-time Employee's duties

16.03 Leave of Absence Without Pay

- 16.03.1 A Part-time Employee may apply in writing to the Department Chair for a leave of absence without pay. Such applications must have a start date and end date that coincide with an academic term and shall not normally be for a period exceeding one (1) Academic Year. Extensions of leave up to a further period of one (1) Academic Year may be applied for in writing within a reasonable period of time prior to the expiry of the initial leave.
- 16.03.2 A request for a leave of absence without pay must have the support of the Department Chair and must be approved by the Vice-President Academic.



## ARTICLE 17 TERM OF AGREEMENT

### 17.01 Duration

This Agreement shall enter into force on July 1, 2007, after signature by the President of the University and the President of the Union, and shall remain in force until and including June 30, 2010. The Agreement shall continue from year to year after June 30, 2010 unless either Party gives the other Party notice in writing at least thirty (30) days, but not more than one hundred and fifty (150) days, prior to the thirtieth day of June in any year that it desires renegotiation of the Agreement.

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

### 17.02 Notice of Renegotiation

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

THIS COLLECTIVE AGREEMENT

NEW BRUNSWICK

SIGNED AT FREDERICTON, NEW BRUNSWICK

*[Handwritten signature]*

UNIVERSITY FACULTY ASSOCIATION OF THE

ST. THOMAS UNIVERSITY OF ST. THOMAS (FAUSTI)

*[Handwritten signature]*

*[Handwritten signature]*

Dennis Desroches

President and Vice-Chancellor

Michael W. Higgins

President

Members of the Negotiations Committee

*[Handwritten signature]*

*[Handwritten signature]*

Durinda Dunning

Lorraine Dunning

Christina Dunning

Couzaire Fritzi

*[Handwritten signature]*

Colleen

David Poir-Aud

Jason Scarbro

Meira McLaughlin

## APPENDIX A            STANDARDS FOR ESTABLISHED PART-TIME INSTRUCTOR

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

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

1. Academic Credentials. Recognized Master's degree or academic equivalent to the Master's as determined by the Committee on Appointments, Promotion, and Tenure (CAPT). In exceptional cases, the CAPT may recognize five years of professional work experience in the candidate's area of expertise as an equivalent academic qualification.
2. Length of Service. At least three (3) years of University faculty membership and a minimum of four (4) full-year courses (or equivalent) taught during the Teaching Year.
3. Teaching. The candidate should establish that her or his teaching has been of satisfactory quality.



APPENDIX C

COURSE STIPENDS (THREE-CREDIT HOUR)

Course Stipends (Three-Credit Hour)

Schedule A  
Appointment

Established  
Schedule A  
Appointment

Established  
Schedule A  
Appointment  
(5% CPI)

## APPENDIX D FULL-TIME SALARY FLOORS AND CEILINGS

### ARTICLE 18 SALARIES AND ALLOWANCES OF EMPLOYEES

#### 18.01 Salary Scales

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

18.01.1 Effective July 1 2007, the floors and ceilings for annual salaries according to rank shall be:

	<u>Floor</u>	<u>Ceiling</u>
Lecturer	48,997	66,559
Assistant Professor	57,397	80,350
Associate Professor	71,746	102,197
Professor	91,835	124,593

18.01.2 Effective July 1 2008, the floors and ceilings for annual salaries according to rank shall be:

	<u>Floor</u>	<u>Ceiling</u>
Lecturer	50,467	68,556



Memorandum of Agreement

Memorandum of Agreement

Between

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

and

and

St. Thomas University

The parties agree to form a Joint Harassment Policy Committee within 90 days of the signing of this Collective Agreement to draft and develop a University-wide harassment policy. Three



Memorandum of Agreement

between  
The University of St. Thomas (FAUST) The Faculty Association of  
And  
St. Thomas University (STU)

part-time faculty. Subject: Course Seniority for Part-time Faculty. Subject: Course Seniority for Part-time Faculty.