



COLLECTIVE AGREEMENT

between

ST. THOMAS UNIVERSITY

and the

FACULTY ASSOCIATION OF THE UNIVERSITY OF ST. THOMAS

2003 - 2007

PARTIES TO THE AGREEMENT

This Collective Agreement, hereinafter referred to as the "Agreement" is entered into this 24 day of February, 2005 between St. Thomas University, a body corporate, incorporated under the laws of the province of New Brunswick, hereinafter referred to as the "Employer" and the Faculty Association of the University of St. Thomas, hereinafter referred to as the "Union".

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ARTICLE 1 DEFINITIONS

The following definitions refer to terms included in the Agreement:

- 1.01 "Employer" designates St. Thomas' University, as defined in An Act to Incorporate St. Thomas' College, as amended from time to time, or its legal successor.
- 1.02 "Union" means the Faculty Association of the University of St. Thomas and any person(s) duly appointed to act on its behalf.
- 1.03 "Employee" designates a member of the Bargaining Unit, that is, all persons employed in full-time teaching or research at St. Thomas University, save and except the President, Vice-President, members of the Board Of Governors representing the faculty, persons appointed to an endowed chair of study (except those who hold a probationary or tenured appointment) and persons who exercise management functions or who are employed in a confidential capacity in matters relating to labour relations.

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.
- 1.04 "Faculty Member" designates a member of the faculty of St. Thomas University employed to do teaching or research or both.
- 1.05 "Senate" designates the academic senate of St. Thomas University.
- 1.06 "Committee on Appointments, Tenure and Promotion"(CAPT) designates the committee responsible for making recommendations to the President on the renewal of probationary appointments, promotions in rank, tenured appointments and, at the President's request, on appointments.
- 1.07 "Committee on Appointments to the Academic Staff" (CAAS) designates the Senate committee responsible for advising the administration on academic staff positions.
- 1.08 "Department" designates an academic and administrative unit into which faculty members are classified for the coordination and performance of their respective academic duties and for the execution of the educational activities of the University. For purposes of this Agreement, each faculty member shall be a member of one and only one Department as determined by the Employer.
- 1.09 "Subject area" designates a grouping of related courses outside a Department for which there is a distinct academic credential or a minimum of three full courses (or equivalent) normally offered during the Teaching Year. Each Subject Area with 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.

- 1.10 The "Vice-President Academic" is an administrative officer of the University.
- 1.11 "President" designates the President or the acting President of St. Thomas University.
- 1.12 "President of the Union" designates the President or the acting President of the Faculty Association of the University of St. Thomas.
- 1.13 "Academic Year" designates the period extending from July 1 to June 30 of the following Calendar Year inclusive.
- 1.14 "Teaching Year" designates the period extending from September 1 to April 30 of the following Calendar Year inclusive.
- 1.15 "Day" means any workday exclusive of Saturday, Sunday and any holidays identified in ARTICLE 17.02.
- 1.16 "Full-time Year of Service" is defined as a minimum of nine (9) consecutive months during the Academic Year.
- 1.17 "Senate Research Committee" designates the committee responsible for the allocation of research grant monies, research grants in lieu of salary, and the promotion of research activity.
- 1.18 Throughout the Agreement, the plural includes the singular, and *vice versa*, as the context requires.

ARTICLE 2 GENERAL PROVISIONS OF THE AGREEMENT

2.01 Purpose of the Agreement

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

2.02 Validity

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

2.03 Provisions of the *Industrial Relations Act*

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

2.04 Academic Freedom

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

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

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

2.05 No Discrimination and Duty to Accommodate

2.05.1 No Discrimination

The Parties agree that there shall be no discrimination practised in respect of any terms and conditions of employment, including hiring, consistent with existing federal and provincial legislation. The proscribed grounds include, but are not limited to, race, colour, religion, national origin, ancestry, place of origin, sex, marital status, place of residence, personal life style, family relationship, sexual orientation, political affiliation or activity, physical and/or mental disability, social condition, age, membership or activity in the Union, or the exercise of any right in this Agreement or in law, except where such factor is a *bona fide* condition of employment.

2.05.2 Duty to Accommodate

The Parties agree that there will be accommodation for Employees with disabilities, including, but not limited to, mental and physical disabilities whether permanent or temporary, through adjustment to the terms and conditions of employment or the physical environment which may be required as per existing federal and provincial legislation.

2.06 Full and Fair Consideration

2.06.1 The Employer and the Union agree to abide by the principle of full and fair consideration in any and all proceedings under the terms of this Agreement. In order to assure full consideration of recommendations and decisions under this Agreement, all relevant evidence shall be considered. In order to assure fair consideration, all recommendations and decisions shall be made without bias, discrimination, or infringement of academic freedom, and they shall be based on the proper application of the criteria established in this Agreement.

2.06.2 In order to facilitate full and fair consideration in all hearings and arbitration proceedings permitted under this Agreement, no such proceedings shall be deemed invalid because of any defect in form or any technical irregularity.

2.06.3 The dates for recommendations and decisions in this Agreement are arranged to facilitate full and fair consideration. In unusual circumstances where pressure of time makes full and fair consideration impossible without extension of deadlines, individuals or chairs of committees may request such an extension by writing to the University President and the President of the Union, giving reasons for the request and proposing a new deadline. If warranted, the Union and the Employer may agree to an extension of the deadline to a later date.

2.06.4 When a deadline is extended under ARTICLE 2.06.3, all subsequent deadlines concerning the same case shall automatically be extended by the same number of days.

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

Any proposal by the Employer to amend the act of incorporation of St. Thomas University or those by-laws of the University which relate either to the academic senate or to faculty representation on the Board of Governors shall require prior consultation with, but not the approval of, the Union.

2.08 Correspondence

All correspondence between the Employer and the Union, which gives notice to the other party or represents a commitment or undertaking pursuant to the Agreement, shall pass to and from the President of the university and the President of the Union. Other matters involving the negotiation and administration of the Agreement may pass between other designated officials representing the Parties.

2.09 Copies of the Agreement

The Employer shall include a copy of this Agreement on the University's web page as soon as possible and provide a print copy to all members of the Bargaining Unit.

2.10 Management Rights

2.10.1 Subject to this Agreement, the Union acknowledges that it is the exclusive function of the University to hire, promote and classify Employees and also the right of the university to discipline, suspend or discharge any Employee for just cause.

2.10.2 The University has retained and shall possess and exercise all rights and functions, powers, privileges and authority that the University possessed prior to the signing of this Agreement with the Union, excepting only those that are relinquished or restricted in this Agreement.

2.10.3 Where an Employer policy conflicts with, is inconsistent with, or interferes with any of the terms and conditions of this Collective Agreement, this Agreement shall be followed.

2.11 Continuation of Rights

The Employer agrees to exercise its management functions in a just and reasonable manner and, in so doing, to maintain all reasonable and established benefits in terms and conditions of employment enjoyed by any Employee, unless such benefits are modified by this Agreement or by mutual consent. It is agreed that the level at which support services and facilities are maintained may be adjusted from time to time, provided that such adjustment be justified and provided that reasonable notice of such adjustment be given.

2.12 Right to Privacy

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

2.13 Collegial Rights

The Parties recognize the importance of the academic, personnel, and governance processes as set out in the St. Thomas University Act and will work together to promote collegiality.

2.14 Copyright/Intellectual Property

2.14.1 The Parties agree that Employees have no obligation to seek intellectual property protection for the results of their work, nor to modify their scholarly endeavours to enhance the ability of their work to be protected.

2.14.2 Employees have the right to and are encouraged to discuss and publish the results of their scholarly endeavours as fully as may be reasonably possible.

2.14.3 The University, in keeping with long-standing academic custom, recognizes the ownership by the Employee(s) of copyright in traditional works of authorship such as, textbooks; scholarly monographs and articles; bibliographies; glossaries; lectures and laboratory notes; works of non-fiction; artistic works such as dramatic works and performances; musical or dramatic compositions and performances; visual works of art; sculpture; and poetry, whether such works are disseminated visually, in print, or electronically.

2.14.4 Unless governed by specific contracts to the contrary, the University recognizes the ownership by the Employee(s) of copyright in computer programmes and technologically mediated courses, including, but not limited to: correspondence course packages; broadcast courses; interactive textbooks; course work delivered on the Internet; multimedia instructional packages and programmed instructional material.

- 2.14.5 The Employee shall grant to the Employer a non-exclusive, royalty-free, irrevocable and non-transferable right to use, solely for the University's internal use and programmes, any intellectual property developed by the members when such Intellectual Property results from the use of the University's time, funds, facilities, support or technical personnel. Such right, however, shall not include the right to license or exploit the intellectual property for any purpose other than the internal use of the University.
- 2.14.6 The University recognizes the ownership by the Employee(s) of copyright in course outlines, assessment, grading, reports or correspondence pursuant to the Employee's teaching. The Employee shall grant the University a perpetual license to use these materials in the course of its normal administrative, non-commercial business.
- 2.14.7 Neither the Employer nor the Employee shall enter into any agreement with a third party which alters or abridges the intellectual property rights of the other, without the other's written consent.

2.15 Technologically Mediated Instruction

- 2.15.1 Technologically-mediated credit or non-credit courses (or modifications thereof) shall only be developed as part of the curriculum offerings of existing Departments or Programmes, or of offerings agreed between Departments and Programmes for interdisciplinary credit courses and shall comply with the practices, procedures and criteria which have been established at St. Thomas University for the creation by Departments and Programmes of in-classroom credit courses. The textbooks and learning materials for courses which are to be technologically mediated shall be selected in the same manner as they are for traditional courses.
- 2.15.2 Technologically-mediated instruction shall not be used by the Employer to reduce or eliminate full-time academic positions at the University. No Employee(s) shall be assigned to develop or to deliver a technologically-mediated course without the prior written agreement of the Employee(s). The agreement shall be delivered by the Employer to the Union within two (2) weeks of signing.
- 2.15.3 Employee(s) engaged in technologically-mediated courses shall have academic freedom as teachers and researchers as stipulated in this Agreement including full freedom in discussing their subject. Oversight or review of courses shall be made according to procedures and regulations established by the Department or Programme and by the Senate and shall be consistent with the academic freedom ARTICLE of this Agreement. Employees shall be free to submit technologically-mediated courses they have created as evidence to the appropriate evaluation committee concerned with the granting of tenure or promotion.

ARTICLE 3 EMPLOYER-UNION RELATIONS

3.01 Recognition

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

3.02 Representation

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

3.03 Access to Campus

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

3.04 Membership

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

3.05 Checkoff Payments

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

3.06 Deductions

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

3.07 Dues Receipt

3.07.1 The Employer shall record on the T-4 slip for each Employee, the amount of Union dues, if any, paid by the Employee in the previous calendar year.

3.07.2 The Union agrees to, and shall, indemnify and save harmless the Employer from any liability or action of any kind whatsoever that may arise out of deductions made from the pay of any Employee pursuant to ARTICLE 3.05 of this Agreement, except where an error has been made by the Employer.

3.08 Union Activities

The Employer shall allow the Union to hold meetings and to sponsor educational functions such as lectures, seminars, and workshops dealing with Union activities for its members and members of other faculty associations on the University premises.

3.09 Technical Information

3.09.1 The Employer shall, not later than November 1, transmit to the Union a list of the Employees in the bargaining unit, indicating for each the following information: salary; amount of stipend paid as Department Chair (if any); any other stipend paid to the Employee by the Employer; rank; appointment status (limited, probationary or tenured); Department; date of initial appointment; dates and types of leave taken; and time in rank. Where a leave of absence without salary is authorized under this Agreement, the Employer shall indicate the benefits awarded under ARTICLE 10.046 and the status of the leave with regard to eligibility for tenure, promotion and sabbatical leave. At the same time the Employer shall transmit to each Employee on the list his or her personal data in the same format.

3.09.2 Not later than November 1, the Employer shall transmit to the Union the audited financial statements for the preceding fiscal year.

3.09.3 The Employer shall, not later than June 1, transmit to the Union a summary of the budget as approved by the Board of Governors for the current fiscal year.

3.09.4 Nothing in ARTICLE 3.09 precludes either Party from requesting technical information at any time.

3.10 Committee Appointments

The Parties agree to circulate to all Employees, by September 30 of each year, a list of the committees related to University and Union governance, their membership, vacancies on these committees and procedures to fill them.

3.11 Joint Committee

- 3.11.1 The two Parties agree to form a Joint Committee consisting of three (3) individuals representing the Employer and three (3) individuals representing the Union within 90 days of the signing of this Collective Agreement.
- 3.11.2 At least two representatives of the Employer and two representatives of the Union must be present at any meeting of the Joint Committee.
- 3.11.3 Meetings of the Joint Committee shall be chaired alternately by a representative of the Employer and the Union.
- 3.11.4 The Joint Committee shall meet at least quarterly. Quarterly meetings may be cancelled by mutual agreement of the Employer and the Union, and additional meetings may be held by mutual agreement of the Employer and the Union.
- 3.11.5 The Joint Committee shall review matters of concern arising from the application of this Collective Agreement and the Collective Agreement between St. Thomas University and the Faculty Association of the University of St. Thomas (Part-time Bargaining Unit), excluding any dispute that is, at that time, being resolved under the grievance and arbitration procedures set out in ARTICLE 15. This Committee shall attempt to foster better communication and more effective working relationships between the Parties and shall attempt to maintain a spirit of cooperation and respect between the Parties.
- 3.11.6 The Joint Committee shall have no power to modify the provisions of this Agreement, but may recommend to the Parties changes to the procedures for the application of this Collective Agreement, or changes to the Agreement.

ARTICLE 4 PROFESSIONAL RESPONSIBILITIES

4.01 Principles

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

4.01.2 Employees are responsible for disseminating knowledge through effective teaching, for conducting research, scholarship or other creative work, and for participating in the governance, activities and work of the university. The place of residence provision in ARTICLE 2.05 does not exempt an Employee from the obligation to carry out these responsibilities.

4.02 Responsibilities:

4.02.1 Teaching and Advising

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

4.02.2 Research, Scholarship, and Professional Activities

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

4.02.3 University Service

Consistent with their principal duties, all faculty members have the right and responsibility to participate in University governance through election or appointment to governing bodies, committees and in the work of outside academic and professional organizations related to their discipline and to the wider community.

4.03 Employer Responsibilities

4.03.1 The Employer is responsible for maintaining an orderly and productive academic environment which fosters the dissemination of knowledge through effective teaching, which promotes research, scholarship and other creative work, and which encourages participation in University governance.

4.03.2 The Employer shall indemnify and save harmless each Employee against damages and legal costs in carrying out their teaching, research and service responsibilities when acting on behalf of the University provided that such activities fall within the scope of the University's liability coverages.

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 February 15, setting out the reasons for its request. The Vice-President Academic shall recommend to the President any changes to the number of established positions by March 15. A copy of this recommendation shall be provided to the appropriate Department at the same time.
- 5.01.4 The Vice-President Academic seeking a change to the number of established positions in any Department shall make a recommendation to the President by February 15, setting out the reasons for the change. A copy of this recommendation shall be provided to the appropriate Department at the same time. The Department may provide the President with a response to the Vice-President Academic's recommendation by March 15.
- 5.01.5 The Vice-President Academic's recommendations, together with the Departments' submissions, shall be sent to the Senate Committee on Appointments to the Academic Staff (CAAS). The committee shall consider these documents and make recommendations to Senate by April 30.
- 5.01.6 At any time that the number of full-credit courses taught by part-time faculty (excluding intersession, extension, and course reductions provided for in this Collective Agreement) exceeds four in Departments with four or fewer established positions; or exceeds one-quarter of the total courses taught in Departments with more than four established positions, CAAS shall conduct a review and provide a report with recommendations to Senate.
- 5.01.7 Upon due consultation of the recommendations of the Vice-President Academic, the Departments, and the CAAS, the President shall decide on changes proposed

to the number of established positions in accordance with ARTICLES 5.01.2 - 5.01.6 by June 15, and shall notify Senate and the Departments concerned, in writing, stating the reasons for the decision. Senate and the Departments concerned shall have the opportunity to respond, in writing, to the President's decision.

5.02 Vacant Positions

- 5.02.1 Established positions that become vacant through retirement, resignation, leave of absence including sabbatical leave, or any other reason are subject to the procedures outlined in ARTICLES 5.02.2 to 5.02.5.
- 5.02.2 Authorization to fill an established position that is vacant or is expected to be vacant shall be made by the President, after consulting with the Vice-President Academic and the Chair of the Department concerned. Authorization may be granted for a limited-term, probationary, or tenured appointment. Requests to fill vacant established positions shall normally be made by the Chairs to the President by May 15.
- 5.02.3 Normally, an established position may remain vacant for a maximum of two years. Any established position that has remained vacant for two years shall be automatically reviewed by the Vice-President Academic in consultation with the Department concerned. If the decision is made, after two years, not to fill the position, the Senate Committee on Appointments to the Academic Staff (CAAS) will be notified by the Vice-President Academic. If the position remains vacant for another two years, the position shall be automatically reviewed at the end of the second two-year period by the Vice-President Academic in consultation with the Department concerned. The procedures outlined in ARTICLES 5.01.3, 5.01.4, and 5.01.5 shall apply. After the second review, a decision will be made to fill or to eliminate the established position.
- 5.02.4 The decision of the President on filling an established position shall be communicated to the Department concerned and Senate, with reasons, within 30 days of the request.
- 5.02.5 If the Department or Senate is not satisfied with the President's decision, the Senate may ask the Senate committee on Appointments to the Academic Staff to review the matter and to report its findings to the President, the Senate and the Department within thirty days. The President shall respond to the committee's report within fifteen days, either reaffirming or revising the authorization decision.

5.03 Alternative Procedure

In special circumstances, when an academic appointment is required for which no established position has been designated because of insufficiency of time or for any other valid reason, the President shall authorize only a one-year Limited-Term Appointment except as provided for in ARTICLE 7.05.1 and shall notify the Union of the decisions and the reasons.

ARTICLE 6 HIRING PROCEDURES FOR ACADEMIC APPOINTMENTS

6.01 Principles

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

6.02 Criteria for Appointments

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

- (a) academic credentials, including degrees, special studies and honours;
- (b) potential for excellence in undergraduate teaching at St. Thomas University;
- (c) scholarly work, including research, publications and work of creative or cultural significance relevant to the area of appointment.

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

6.03 Hiring Committee

Hiring committees shall be composed of a minimum of four full-time Employees. In cases where a Department does not have four 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.

6.04 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 persons, at least two of whom are women, mutually appointed by the Employer and the Union for two-year staggered terms. The Parties shall attempt to make at least one of the other appointments from the groups designated in 6.04.1.
- 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 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 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 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 shortlisted candidate from the groups listed in 6.04.1, he or she may submit a separate report to the President. This report shall be submitted concurrently with the departmental recommendation with a copy provided to the Department.
- 6.05.8 The decision on the appointment shall be made by the President. If the President has reservations about the departmental recommendation or about a recommendation from the representative of the Equity Committee, the President may refer the matter to the CAPT for its recommendation. If the President rejects a recommendation from either the Department or the Employment Equity representative, she or he shall provide the Department, the Employment Equity representative and the Union with a written statement of all the reasons on which the rejection was based. The decision of the President shall not be subject to the arbitration procedures set out in this Agreement unless the grievance is based on ARTICLE 2.04 or on procedural grounds as set out in ARTICLE 2.06.
- 6.05.9 The President shall make the decision on acceptance, rejection or referral of the department's recommendation within a reasonable period of time. If the decision is to accept the recommendation of the Department, the President shall make an offer to the applicant and advise the Department Chair of this offer without delay. If the decision is to accept the recommendation of the Employment Equity representative, the President will ask the Department Chair to generate a proposal for that candidate.
- 6.05.10 The President shall normally consult with the Department Chair prior to making any offer to the applicant that differs from the recommendation of the department. The President shall send a copy of the letter of appointment and a copy of the applicant's response to that offer to the Department Chair.
- 6.05.11 Any proposed appointment that confers tenure, or confers a rank above Assistant Professor shall be submitted to the CAPT for consideration and approval before the appointment is made.

6.06 Internal Appointment Procedures

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

6.07 Alternative Procedure

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

6.08 Employment Equity Report

The Vice-President Academic 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 to three years except as provided for in ARTICLE 7.05.1. This appointment does not imply, although it does not exclude, the possibility that the Employee will be considered for a subsequent appointment of any term.

7.02.3.1 Normally, a Limited-Term Appointment is made for visiting professors; replacements for sabbatical leave; or to promote the consolidation of some part-time positions.

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.

7.03 Rank

Rank shall be designated by the Employer as one of:

- a) Lecturer
- b) Assistant Professor
- c) Associate Professor
- d) Professor

7.04 Letter of Appointment

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

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

7.04.3 A copy of the letter of appointment shall be placed in the Employee's Confidential Personnel File which the Employer shall maintain.

7.05 Appointment Period

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 Notwithstanding ARTICLES 7.02.3 and 7.05, a Limited-Term Appointment may be made for an appointment period of less than one year. Such a decision shall be based on the recommendation of the Vice-President Academic in consultation with the Department. In any event, the length of a Limited-Term Appointment shall be no less than nine (9) months. Nine month appointments may be extended to twelve (12) months if an additional six (6) credit hour course is taught during the twelve (12) month period. The length of the contract and the course load shall be specified in the employment contract.

ARTICLE 8 RENEWAL, PROMOTION, AND TENURE

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

8.01.1 The Committee on Appointments, Promotion, and Tenure (CAPT) is responsible for making recommendations to the President on the renewal of probationary appointments, promotions in rank, tenured appointments and, at the President's request, on appointments.

8.01.2 The CAPT is composed of six (6) faculty members as follows: three tenured Employees selected by the faculty for staggered three-year terms, one Employee of either Lecturer or Assistant Professor rank elected by the faculty for a one-year term and two Employees appointed by the President for a one-year term subsequent to the election of the faculty members mentioned above. Of the Employees on the committee no more than two may be from the same Department. No department Chair may sit on the committee. The committee shall elect its own Chair and secretary annually from among its members. The quorum of the committee shall be five; nevertheless, the committee shall endeavour to hold deliberations only when all its members are present.

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

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

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

8.01.6 The deliberations of CAPT shall be strictly confidential.

8.02 Criteria for Renewal, Promotion, and Tenure

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

(a) quality and effectiveness as a teacher;

- (b) academic credentials, including degrees, special studies and honours;
- (c) scholarly work, including research, publications and work of creative or cultural significance;
- (d) other contributions to the university, the professional field (where relevant), the Union, and the community;
- (e) the Parties agree that greater achievement, as measured by the foregoing criteria, may be required for promotion to a higher rank than is required for promotion to a lower rank;
- (f) other criteria shall not include reduction in the size of a Department or discipline.

8.03 Consistency of Recommendations

It is the responsibility of the CAPT to ensure that its recommendations on renewal, promotion, and tenure are made with consistency of reasons among Employees and with consistency of reasons from year to year, allowance being made for the University to improve its standards in any year upon adequate previous notice to the faculty.

8.03.1 The definition of new standards shall be the responsibility of the Employer and shall not be the responsibility of the Departmental committee or the CAPT. In the process of arriving at new standards the University shall consult the faculty.

8.03.2 The Parties recognize the standards promulgated by the University on June 29, 1993 and contained in Appendix C.

8.04 Recommendations and Decisions

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

- (a) Promotion: that promotion be granted or that promotion be denied;
- (b) Renewal: that renewal of appointment be granted or that renewal of appointment be denied;
- (c) Tenure: that tenure be granted, or that tenure be denied, or that a decision on tenure be deferred. No tenure decision shall be deferred for more than two years. If the Departmental review committee or the CAPT is tending toward a negative decision, the candidate shall be invited to request a deferral. A deferral of one year shall be granted only where the candidate provides credible evidence that the minimum standards can be met within this period. A second year of deferral shall be granted only where the candidate provides

both credible evidence that the minimum standards can be met within the period of the requested deferral and credible evidence of extenuating circumstances sufficiently substantial to justify deferral. A letter from an appropriate professional authority attesting to these extenuating circumstances and their impact on the candidate's capacity to carry out his or her teaching, research, and service responsibilities, shall be a sufficient form of evidence.

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

8.04.3 In the event that standards are improved by the Employer,

(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 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 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 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 Confidential Personnel File

8.08.1 The Employer shall maintain a Confidential Personnel File on each Employee. The file shall contain only documents relevant to the assessment of the Employee for renewal, leave, promotion, or tenure, and it shall contain all such documents considered by the CAPT or by the Departmental committee established in ARTICLE 9.02.3 except minutes of meetings, anonymous material, published material, and letters of recommendation associated with initial academic appointments. The placing of materials in the Employee's Personnel File following the assessment of the Employee by the committee is the responsibility of the respective Chairs of those committees.

8.08.2 The Chair of the Departmental committee, the secretary of the CAPT, the Vice-President Academic and the President shall have access to the File for the purpose of assessing an Employee for renewal, tenure, promotion, or leave. The Chair of the Departmental committee shall have access to the files of members of his or her Department only.

8.08.3 An Employee shall have access to his or her File during normal business hours and have the right to make additions to his or her File.

8.08.4 The President, the secretary of the CAPT and the Chair of the Departmental committee shall have access to the File for the purpose of adding material. Material deemed adverse to the Employee shall be added to the file only after notification of the Employee concerned.

8.08.5 The secretary of the CAPT shall add no other materials to the file than those added in accordance with ARTICLE 9.03.7. The Chair of each Departmental committee shall add no other materials to the file than those relevant to the assessment of Employees of the Department concerned for renewal, leave, promotion or tenure.

8.08.6 Where the evidence under ARTICLE 9.02.4 includes letters of evaluation by students solicited by the candidate, the students shall be informed that the letters will be placed in the candidate's personnel file with all identifying marks removed.

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

- 8.08.8 In a standing grievance committee hearing of a grievance on renewal, tenure, or promotion, the grievor shall have access in the manner indicated in ARTICLE 15.01.3 to the Employer's Confidential Personnel Files for Employees for whom the CAPT has made recommendations on renewal, tenure, or promotion since its establishment.
- 8.08.9 The Employer shall keep a record for each File of those individuals other than the President who have consulted or added materials to the File, the date on which the File was consulted or had materials added to it, and the title under which the individual consulted the File or added materials to it.

ARTICLE 9 PROCEDURES FOR RENEWAL, PROMOTION, OR TENURE

9.01 Application

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

9.02 Department Recommendation

- 9.02.1 Decisions taken under this section must be reached by Departmental committees comprised of a minimum of four persons who are full-time Employees on continuing appointments. Where Departments cannot meet this standard, additional faculty will be added to the Departmental committee. Additional faculty will be selected by joint agreement between the Vice-President Academic and the Department involved.
- 9.02.2 Each Department shall assess the qualifications and performance of each Employee in the Department who is automatically eligible or who formally applies for renewal, promotion, or tenure.
- 9.02.3 The Department shall establish a committee of the Department, according to procedures set down by the Department, to assess Employees eligible for renewal, promotion, or tenure.
- 9.02.4 The Department committee shall consider all relevant evidence in conducting its assessment of the Employee. In particular, the committee shall examine the Employer's Confidential Personnel File, all evidence submitted by the Employee, and any other evidence deemed relevant by the committee. The Employee shall have the right to present written evidence, and to give oral evidence before the committee, and to know and to reply to any adverse evidence.
- 9.02.5 The Department shall maintain a record of attendance, appearances and recommendations, as well as a dossier of all documents consulted in its assessment of Employees.
- 9.02.6 The Department committee shall prepare a written report of each recommendation on renewal, promotion, or tenure in accordance with ARTICLE 8.04 and shall transmit the report to the Employee concerned and to the CAPT on or before the appropriate date: on renewal, October 15; on tenure and promotion to Professor, October 31; on promotion to Assistant or Associate Professor, November 30. Any negative evidence, oral or written, considered by the Departmental committee shall be summarized in the report.

- 9.02.7 The Departmental committee shall also transmit to the CAPT all documents considered and deemed relevant. Other documentary materials shall be returned to the supplier after the time limit for filing a formal grievance (as outlined in ARTICLE 15.07.2) 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 Employer's Confidential Personnel File, 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 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 her or his own behalf, and another Employee as an academic advisor to assist the Employee if the latter so chooses, to present relevant evidence; it may also call other witnesses.
 - 9.03.5.3 It shall consider all documentary evidence, any additional evidence

presented by the Employee concerned, and any other evidence which it deems relevant to the case.

9.03.5.4 Outside Assessments

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

9.03.5.4.2 In the case of making a recommendation for the rank of Professor, assessments are to be obtained from two 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 assessor shall be selected from a list composed of three names submitted by the candidate and up to three 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 minimum standards, i.e., scholarship, teaching, and service. The candidate shall be given the opportunity to review the materials to be sent out for assessment, in order to ensure that no materials essential to the case have been omitted. The candidate will not have the right to have material withheld, nor to add material not previously considered by the Departmental committee.

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

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

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

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

- 9.03.5.8 It shall, if it cannot arrive at a positive recommendation on the basis of the evidence before it, summarize for the Employee concerned the evidence presented to it, including all the evidence considered under ARTICLE 9.03.5.4, and invite the Employee to respond to the negative evidence, and to the absence of supporting evidence. It shall provide the relevant details of the negative evidence and of the absence of supporting evidence to permit the Employee to prepare an adequate response.
- 9.03.5.9 It shall issue a written recommendation containing the conclusions drawn by the committee and providing relevant details of the evidence on which those conclusions were based.
- 9.03.6 The CAPT shall make its recommendations in writing and submit them, together with a written statement of all the reasons on which each recommendation was based to the President, with a copy at the same time to the applicant, on or before the appropriate date: for renewal, November 15; for tenure, December 15; for promotion, April 30. When a formal hearing is held, these deadlines shall be extended by one month.
- 9.03.6.1 At the request of the President, the CAPT shall meet with the President to discuss its recommendation in any specific case.
- 9.03.6.2 If the CAPT cannot make a recommendation by the date set forth above or by a new deadline set in accordance with ARTICLE 2.06.3, it shall so inform the President on or before the deadline and the President, in default of the recommendation of the CAPT, shall make his or her decision after considering the recommendation of the Departmental committee and shall communicate the University's decision to the Employee within two weeks of the date established in ARTICLE 9.04.1. The provisions of ARTICLE 9.04.2 shall be deemed to be in force, with the Departmental committee taking the place of the CAPT.
- 9.03.6.3 The secretary of the CAPT shall place a copy of its final recommendation to the President in the Employer's Confidential Personnel File at the same time as it sends the recommendation to the President for each Employee for whom it has made recommendations on renewal, tenure, or promotion. This copy shall be placed in the file at the same time as the documents in its possession relevant to the assessment of the Employee for renewal, tenure, or promotion (ARTICLE 9.03.7). This ARTICLE includes all such recommendations of the CAPT to the President since its establishment.
- 9.03.7 Following its deliberations, the CAPT shall place all documents in its possession relevant to the assessment of an Employee for renewal, tenure or promotion (with the exception of materials excluded by ARTICLE 8.08) in the Employer's Confidential Personnel File for that Employee.

9.03.7.1 The CAPT shall not maintain an independent personnel file; at the conclusion of a formal hearing all documents relevant to the assessment of the Employee for renewal, promotion or tenure (with the exception of materials excluded by ARTICLE 8.08) shall be added to the Employer's Confidential Personnel File for that Employee. The documents so added shall be numbered and listed in a covering letter signed by the Chair of the CAPT which identifies the documents as those used by the CAPT in the matter under deliberation.

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

9.04 Decisions on Renewal, Promotion, or Tenure

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

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

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

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

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

ARTICLE 10 LEAVE OF ABSENCE

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

10.01 Short-term Sick Leave

- 10.01.1 Short-term sick leave is intended to provide income protection for illnesses or injuries that render Employees unable to carry out their responsibilities to the Employer. For any one such absence of fewer than ten (10) consecutive working days, no medical documentation is required, however, the Employee is required to notify the department chair who shall make the appropriate arrangements to ensure the Employee's classes continue as scheduled. For any single absence lasting ten (10) or more consecutive 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 17.03.5 shall be waived throughout the duration of the sick leave and only to the extent that they apply to the discharge of the academic duties affected by the Employee's sick leave.
- 10.01.5 Procedures
 - 10.01.5.1 The Employee shall inform the Department Chair as soon as possible of his/her illness in order that adequate alternative arrangements can be made to fulfill the Employee's duties.
 - 10.01.5.2 The Department Chair shall advise the Vice-President Academic immediately of any absence due to illness or injury lasting ten (10) consecutive working days or more in one Academic Year.
 - 10.01.5.3 The Employee shall provide medical evidence upon request verifying the illness and anticipated return to work date. The Employee shall keep the Employer informed of the latest medical opinion as to the likely duration of any extended or frequent illness.
 - 10.01.5.4 In cases of extended or frequent uses of sick leave the Employer may

require a second medical opinion from a legally qualified medical practitioner approved by both the Employee and the Employer regarding the Employee's condition in addition to the medical evidence provided by the Employee. The University shall reimburse the Employee for any fees and charges paid in obtaining the second opinion.

- 10.01.5.5 Prior to a return to work, the 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 10.01.2 have not been exhausted. The Employee shall inform the Union of any such agreement. If a phased-in return to work is feasible after an Employee has completed the six month period of sick leave, arrangements may be made under ARTICLE 17.02.3 and/or 17.05 with the agreement of the Employer, Employee, and the Union.
- 10.01.5.7 An Employee, following six (6) consecutive months of short-term sick leave, shall be eligible for disability leave in accordance with the University group insurance plan. Time spent on disability leave shall not count as time in service in computing sabbatical leave credit or eligibility for promotion and tenure. An Employee on disability leave for a period of two (2) years, without good proposals for return to work within a reasonable period of time, shall be deemed to have given notice of termination.

10.02 Long Term Disability

- 10.02.1 Salary continuance for prolonged periods of sick leave is provided under an Long Term Disability Insurance plan for eligible members.
- 10.02.2 Benefits shall be fully maintained during long term disability provided the Employee continues to pay his/her share of the premiums with the exception of pension benefits which are 100% paid by the Employer.
- 10.02.3 An established position held by an Employee on disability leave for a period of two years is deemed to be vacated if the Employee has not provided good proposals for return to work within a reasonable period of time. In such instances, salary will continue under the provisions of the Long Term Disability Insurance Program.
- 10.02.4 ***TRANSITION: By August 1, 2005 the Joint Committee will make recommendations to improve the benefits for Employees under the Long Term Disability Program.***

10.03 Compassionate Leave

It is recognized that certain emergencies may arise in any Employee's personal or family life which may require absence from the University for a limited period of time. Before departure, the Employee shall notify the Vice-President Academic who may authorize leave for an appropriate period. Such leave shall not be withheld unreasonably or in a discriminatory manner. The Employee shall, in cooperation with the Department Chair, make substitute arrangements for teaching and other responsibilities during the absence.

10.04 Sabbatical Leave

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

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

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

- 10.04.2.2 The Vice-President Academic shall make his or her recommendations to the President on or before August 31.
- 10.04.3 The President shall communicate the University's decision to the Employee by September 30. If the decision is negative, the President shall include a statement of all the reasons on which the decision was based.
- 10.04.3.1 An Employee who wishes to reschedule sabbatical leave after it has been granted shall forward a written request, with reasons for rescheduling, to the Vice-President Academic at the earliest possible date. An Employee may be asked to reschedule a sabbatical leave after it has been granted if the Employee has had another leave immediately prior to the start of the sabbatical leave.
- 10.04.3.2 Where an Employee on a limited term appointment is granted sabbatical leave, the President shall, if necessary, extend the period of the appointment to cover the period of sabbatical leave, notwithstanding ARTICLES 4 and 5 of this Agreement.
- 10.04.3.3 An Employee may defer a sabbatical leave request. Up to one year of deferment shall be counted as service toward an application for a subsequent leave.
- 10.04.3.4 The University may request that a sabbatical leave request be deferred for up to one year in the event that the Employee's services are required by the University during the period for which leave is requested. The period of deferment shall be counted as service toward an application for a subsequent leave.
- 10.04.4 Credit Toward Sabbatical Leave
- 10.04.4.1 Each year of full-time service not on leave shall count as one credit toward sabbatical leave. Each half year of full-time service not on leave shall count as one-half credit toward sabbatical leave.
- 10.04.4.2 Each period of leave shall count as credit toward sabbatical leave in accordance with ARTICLES 10.01 and 10.07, or if approved by the Employer pursuant to ARTICLE 10.05.
- 10.04.5 Sabbatical Remuneration
- 10.04.5.1 Normal sabbatical remuneration shall be equal to 85% of the Employee's normal salary. An Employee with six or more sabbatical leave credits may apply for a six-month sabbatical leave with remuneration equal to 100% of the Employee's normal salary. An Employee with 11 or more sabbatical leave credits may apply for a one year sabbatical with remuneration equal to 100% of the Employee's normal salary.

- 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 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 Vice-President Academic, within three 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 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 18.02.4.
- 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 year leave of absence without salary granted under ARTICLE 10.05.2 or 10.05.4 in a seven-year period may count toward eligibility for sabbatical leave. Additional leaves of absence without salary taken in the same period shall not count toward a subsequent sabbatical leave.
- 10.05.6 Employees seeking leave of absence without salary shall apply not later than September 1 prior to the Academic Year in which leave is planned.
- 10.05.7 For leaves for which sabbatical leave credit, credit for eligibility for tenure and/or promotion, career progress increment, and/or fringe benefits are sought, the Employee shall apply for leave of absence without salary to the Department Chair and the Vice-President Academic. In the application the Employee shall include a statement of the purpose of the leave, the starting date and duration of the leave and the terms and conditions requested (with regard to sabbatical leave credit, eligibility for tenure and promotion, career progress increment, and fringe benefits). The Vice-President Academic, after consulting with the Department Chair, shall make a recommendation to the President by October 1.
- 10.05.8 For leaves of absence for which none of the above-mentioned credits and/or benefits are sought, the Employee shall apply to the President at the earliest possible time. In the application the Employee shall include a statement of the purpose of the leave, the starting date and the duration of the leave and a declaration that no credits or benefits are being sought. The President shall inform the Employee's Department of the request for leave and shall ask the Department for an evaluation of the impact of this leave on the Department's programmes. The Department shall provide an evaluation to the President as soon as possible.
- 10.05.9 The President shall communicate the decision to the Employee by October 15. If the decision is positive, the President shall include a statement of all the terms and conditions of the leave. If the decision is negative, the President shall include a statement of all the reasons on which the decision is based. The decision of the President on leave of absence without salary shall not be subject to the grievance procedures set out in this Agreement.

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

10.05.11 Benefits

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

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

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

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

10.06 Deferred Salary Arrangement

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

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

10.07 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 Vice-President Academic 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 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 the Vice-President Academic in writing of the expected date of delivery or adoption; and of his or her intention to take parental leave, including the anticipated commencement date and duration of such leave, as early as possible.

10.07.2.1 The Employee's salary will be maintained at 95% of regular weekly earnings for fourteen (14) weeks of parental leave in accordance with the terms of the EI SUB Plan. This plan allows the Employer to make up the difference between the EI parental leave benefits and 95% of the Employee's regular weekly earnings. The Employee is required to apply for the EI parental 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 for which SUB is payable, 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 his or 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 program. 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.

10.07.3 Adoption Leave

- 10.07.3.1 Upon request by an Employee, the University shall grant adoption leave for a period of up to seventeen (17) weeks (including time taken as parental leave) at the time of placement of one or more children for the purposes of adoption pursuant to the laws governing adoption for the Province of New Brunswick.
- 10.07.3.2 It is recognized that there may be very little notice provided by the agency. However, it is expected that the Employee will provide as much notice to the Vice-President Academic as is possible as to the length of the leave and the date that the leave will begin.
- 10.07.3.3 The Employee's salary will be maintained at 95% of regular weekly 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 benefit and 95% of the Employee's regular weekly earnings. The 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 her or his appointment and thereby terminated her or his rights under the Agreement if she or he accepts full-time employment outside the University without the Vice-President Academic's prior consent or if she or he is absent from her or his classes for two 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 13.05 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 The term of appointment of an Employee expires at the end of the Academic Year in which that Employee reaches the age of sixty-five at which point, the Employee is deemed to be retired. The Employer shall notify such an Employee by October 1 of his or her status with respect to the expiration of his or her appointment and the options available for continuing appointment.

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

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

12.03 Continuing Appointment

12.03.1 Full-time Continuing Appointment

12.03.1.1 An Employee whose term of appointment has expired or will have expired under the terms of ARTICLE 12.01 may apply for a continuing appointment(s). Initial or subsequent continuing appointments are for one to three years at the Employee's rank. The salary of a continuing appointment is the floor of Lecturer for Assistant Professors, the mid-range of Lecturer for Associate Professors, the ceiling of Lecturer for full Professors. The Parties agree that such Employees may, at their discretion, elect not to receive University pension benefits during this employment and to continue membership in the university pension plan. Contributions to the pension plan will be the maximum allowable by law and in the Employer-Employee ratio under the Pension Plan for Employees of St. Thomas University.

12.03.1.2 With respect to ARTICLE 12.03.1.1 above, applications for continuing appointments shall be made in accordance with the following procedure: an Employee makes application by November 1 to his or her Department, the Department makes a recommendation by November 15 to the President and the President makes a decision on the appointment by December 15. If the President has reservations about the Departmental recommendation, she or he may refer the matter to the CAPT for its recommendation. The President shall not unreasonably reject the recommendation of the Department. The

decision of the President shall not be subject to the arbitration procedures set out in this Agreement unless the grievance to be submitted to arbitration is based on alleged violation of ARTICLE 2.04, 2.05 or 2.06 of this Agreement.

12.03.1.3 The Employer agrees to provide for benefits, including contributions to health plans, with the exception of those benefits that may not be available because of age restrictions imposed by the carriers of the benefit plans, to Employees appointed under ARTICLE 12.03.

12.03.2 Part-time Appointment

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

12.04 Procedure of Appointments

With respect to ARTICLE 12.03 above, applications for continuing appointments shall be made in accordance with the following procedure: an Employee makes application by November 1 to his or her Department, the Department makes a recommendation by November 15 to the President and the President makes a decision on the appointment by December 15. If the President has reservations about the Departmental recommendation, she or he may refer the matter to the CAPT for its recommendation. The President shall not unreasonably reject the recommendation of the Department. The decision of the President shall not be subject to the arbitration procedures set out in this Agreement unless the grievance to be submitted to arbitration is based on alleged violation of ARTICLE 2.04, 2.05, or 2.06 of this Agreement.

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 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 the normal retirement date. 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.

13.02 General Discipline Procedures

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

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 President or Vice-President Academic and the Employee may each have an advisor present, and the Union shall send a representative. Others with a direct interest in the matter may also attend. An attempt shall be made at the meeting to resolve the matter in a manner satisfactory to all concerned.

13.02.2 If no satisfactory solution is reached at the meeting provided for in ARTICLE 13.02.1 above, within five (5) working days the President or the Vice-President Academic shall notify the Employee and the Union including all names, places and the dates of the alleged incident(s), the disciplinary action taken and the reasons for that action.

13.02.3 The only disciplinary measures that may be imposed are:

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

13.03 Suspension is an action by the Employer to relieve an Employee of all University duties for cause without his or her consent. Only the President of the University may suspend or dismiss an Employee. Suspension without pay shall not exceed ten (10) working days, unless imposed by an arbitration board pursuant to ARTICLE 15.

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

13.03.2 Failure of the Union to grieve a letter of reprimand or warning shall not be deemed to be an admission of the validity of the reprimand or warning.

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

13.04 Harassment

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

13.05 Dismissal Procedures

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

- 13.05.1 The President shall initiate dismissal procedures by notifying the Employee in writing with a copy to the Union to meet with her or him in the presence of the Vice-President Academic, the Department Chair and a Union representative. The President and the Employee may each have an adviser present at this meeting. An attempt shall be made at the meeting to resolve the matter in a manner satisfactory to all concerned.
- 13.05.2 If no satisfactory solution is reached at the meeting provided for in ARTICLE 13.05.1 above, within five (5) working days the President shall advise the Employee in writing with a copy to the Union of his or her dismissal and the reasons for that dismissal.
- 13.05.3 If the Employee's whereabouts are unknown to the Employer and the Union, the meeting described in ARTICLE 13.05.1 above shall be dispensed with and the President may immediately give notice of dismissal by registered mail addressed to the Employee at her or his last known address. A copy of the notice of dismissal will be sent to the Union.
- 13.05.4 If the Employee wishes to contest his or her dismissal, he or she shall, within thirty calendar days of receiving written notice of dismissal (or, in the case of the Employee being notified by registered mail as provided for in ARTICLE 13.05.3, within thirty calendar days of the registered receipt of the dismissal notice), give the Employer and the Union notice in writing that he or she requests that the dismissal be submitted to arbitration. The Union shall initiate arbitration procedures in accordance with ARTICLE 15.
- 13.05.5 The Employer shall not introduce into evidence at arbitration any notices of discipline of which the Employee was not aware. Any evidence introduced at an arbitration relating to discipline shall be confined to that which is relevant to the grounds of the notice of discipline referred to in this ARTICLE.
- 13.05.6 The Union has the option of choosing expedited arbitration or regular arbitration. In the event of expedited arbitration, the Employee shall continue to receive his or her salary and other benefits up to a maximum of six (6) months or until the arbitrator renders a decision, whichever comes first. In the event of regular arbitration, the Employee shall continue his or her salary and other benefits up to a maximum of four (4) months or until the arbitrator renders a decision, whichever comes first. At the Employer's discretion the Employee may be suspended from the performance of some or all of his or her duties.

ARTICLE 14 FINANCIAL EXIGENCY

- 14.01 The termination of the employment of any Employee because of financial exigency shall only occur after a declaration of financial exigency by the Board of Governors.
- 14.02 The Board of Governors shall not declare a state of financial exigency except on *bona fide* financial grounds.
- 14.03 If the Board of Governors believes a financial exigency exists it shall give notice to the Union of that belief together with a statement of the financial reasons for that belief and shall establish a financial commission of three persons. The Board of Governors shall consult the Union to establish an agreed list of names from whom these three shall be chosen. The three persons shall be selected by the Board of Governors within thirty days of the decision to establish a financial commission. The terms of reference of the commission shall be:
- 14.03.1 to assess whether in the light of a full examination of the University's financial situation a *bona fide* financial exigency exists;
 - 14.03.1.1 the commission shall have access to all that financial information referring to the operations, assets and the ancillary enterprises of the University which is necessary to make a judgment as to whether there is a financial exigency or not;
 - 14.03.1.2 the commission shall invite submissions or written representations from the Union, the faculty and the student representative council;
 - 14.03.1.3 the occurrence of an operating deficit in any given year shall not necessarily constitute a *bona fide* financial exigency;
 - 14.03.2 to make recommendations, if it sees fit, as to what measures might be taken, whether through reductions of academic staff or other means, to resolve the exigency;
 - 14.03.3 to assess whether a decision to resolve the financial exigency through reductions of academic staff is necessary.
- 14.04 The report of the commission shall be advisory to the Board of Governors. The report shall be submitted to the Board of Governors within 20 days of the commission being constituted. After receiving the report the Board shall make a decision as to whether or not a financial exigency exists, and shall promptly communicate this decision to the President, the Senate and the Union. The Board may not unreasonably disagree with the report of the commission. If the Board declares that a state of financial exigency exists it shall make the report of the commission available to the Senate and the Union.
- 14.05 It is the responsibility of the Senate to recommend the general areas, by discipline, in which reductions are to be made.

- 14.05.1 Within twenty 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 working days of receiving them, convoke a meeting of the Senate to discuss his or her reasons for rejecting or modifying them. Within thirty 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, excluding ARTICLE 15.07.3 for which the following shall be substituted: there shall be an arbitration board composed of a member of the Board of Governors chosen by the Board of Governors, a member of the Union chosen by the Union and the Chair of the Board of Governors.
- 14.06 The termination of the appointments of individual faculty members, made necessary by a reduction in academic staff, shall be determined under the following procedures:
- 14.06.1 all Departments requested to reduce staff shall consider all their faculty members;
- 14.06.2 termination of academic appointments shall be in the following order of preference:
- 14.06.2.1 voluntary resignations shall be accepted first;
- 14.06.2.2 leave of absence without pay shall be offered to faculty members who wish to accept it;
- 14.06.2.3 faculty members holding appointments of limited term shall not be reappointed;
- 14.06.2.4 faculty members eligible for early retirement under ARTICLE 12.06 shall be offered the opportunity to retire in accordance with the terms of ARTICLE 14.08.2.
- 14.06.2.5 faculty members holding probationary or tenured appointments shall have their appointments terminated (tenure shall become a consideration in determining staff reductions only when all other factors are of equal weight).
- 14.06.3 Faculty members whose appointments are subject to termination shall be evaluated according to the criteria in ARTICLE 8.02, and shall be entitled to the same procedures *mutatis mutandis* as a faculty member applying for a renewal of a probationary appointment under ARTICLE 9.

- 14.07 After the selection of faculty members whose probationary or tenured appointments are to be terminated and prior to their termination the Employer shall make every reasonable effort to secure other positions in the university, including administrative positions, for any such faculty members who are Employees qualified for those positions. Those who accept such employment shall, in the first year of that employment, be paid a salary not less than the floor for the salaries of Assistant Professors.
- 14.08 When the appointment of an Employee is terminated because of a reduction in academic staff, the University shall:
- 14.08.1 actively assist the individual in seeking new employment.
 - 14.08.2 provide, for Employees holding probationary or tenured appointments, severance compensation amounting to two months salary for every year up to four years, and one month for every year beyond four years, the minimum for any individual being six months salary and the maximum being the lesser of eighteen months salary or two-thirds of the salary payable to the normal retirement date; Employees eligible to apply for early retirement under ARTICLE 12.06 shall be offered an early retirement package at least equal to the preceding or the early retirement packages generally available over the preceding five-year period.
 - 14.08.3 give the Employee assurance that he or she will be offered the first appointment within the next five years in any field for which he or she is academically qualified, it being understood that the order of seniority shall be observed where several such Employees are qualified for the same appointment.
 - 14.08.4 attempt to provide financial assistance for individuals who wish to pursue further education and training.
- 14.09 Employees whose appointments are subject to termination because of reduction in academic staff shall receive at least nine months notice of termination.
- 14.10 The University shall not contract for sale, transfer, amalgamation or merger of the University without making every effort to ensure that all Employees continue to be employed by the new Employer. Employees whose positions are eliminated as part of any such arrangements shall be entitled to all provisions under ARTICLE 14.08.2.

ARTICLE 15 GRIEVANCE AND ARBITRATION

15.01 Preamble

- 15.01.1 The Parties agree to use every effort to resolve all grievances in a prompt, just and equitable manner, and to encourage informal, and amicable settlement of grievances arising from the administration of this Collective Agreement.
- 15.01.2 The Union shall have carriage of all formal grievances except those initiated by the Employer.
- 15.01.3 On request of either the Union or the Employer, the other Party shall provide access to all documents relevant to the grievance to provide for an open, fair, and expeditious processing of the grievance. Documents deemed to be confidential shall be released only with the consent of the individual or groups involved.
- 15.01.4 There shall be no discrimination, harassment or coercion, of any kind, practised against any person involved in the procedures specified in ARTICLE 15, or against any Employee who elects not to pursue a grievance. The Employer agrees that the Union representatives acting for a grievor shall not be hindered, coerced, restrained or interfered with in the performance of their duties as representatives.

15.02 Definitions

- (a) Grievance: A grievance is a claim that there has been a violation, misinterpretation, non-application, or improper application of the terms and conditions of the Collective Agreement.
- (b) Grievor: The grievor is the Union or the Employer.
- (c) Standing Grievance Committee (SGC): A committee of three (3) persons, one appointed by the Union, one appointed by the Employer, and one selected by these two appointees who shall serve as Chair of the SGC. The SGC hears and recommends a settlement for grievances. The term of office shall normally be for one (1) year. In the event that an appointee of the Union or the Employer resigns, the Union or Employer shall act promptly to appoint a replacement. In the event the Chair resigns, the appointees of the Union and the Employer shall by the act promptly to select a replacement. The members of the SGC shall be persons who hold or have held an academic or administrative University appointment.

15.03 Types of Grievance

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

15.04 Time Limits

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

15.05 Technical Irregularities

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

15.06 Termination of Employment or Denial of Tenure

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

15.07.1 Informal Complaint

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

15.07.2 Filing a Formal Grievance

- (a) If the informal procedures do not resolve the matter within fifteen (15) days of the grievable event or within fifteen (15) days of the date when this event could have first been known to have occurred, the Union, acting on its own behalf or on behalf of an individual or group of Employees, may initiate formal grievance procedures.
- (b) Grievance procedures shall be initiated against the Employer by the Union by presenting a written grievance to the President within fifteen (15) days of receipt of the decision of the Vice-President Academic or the President (as outlined in ARTICLE 15.07.1 (d)).
- (c) The Union shall use the Grievance Form attached as Appendix D of this Collective Agreement. The Grievance Form shall be delivered to the office of the President by hand, and that Office shall provide a receipt. A copy shall be provided by the Union to the Chair of the Standing Grievance Committee (SGC).

15.07.3 SGC Grievance Hearing and Recommendation(s)

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

15.07.4 Response to the SGC

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

15.08 Arbitration Procedures

15.08.1 Notification of Arbitration

- (a) The Union or the Employer may, within ten (10) days of receiving notification of the SGC's recommendation for settlement, give the other notice that it requests the grievance be submitted to arbitration, except in those instances where arbitration is ruled out by this Agreement.
- (b) Where the SGC fails to render a decision within ten (10) days of the grievance hearing, and no extension is agreed to, either Party to the Agreement shall have

ten (10) days within which to give the other notice that it requests the grievance be submitted to arbitration, except in those instances where arbitration is ruled out by this Agreement.

15.08.2 Appointing an Arbitrator

- (a) Normally there shall be a single arbitrator except in cases involving dismissal or failure to renew probationary appointments or denial of tenure when an arbitration board must be used or by mutual agreement between the Parties to appoint an arbitration board. The arbitrator shall be chosen by mutual agreement between the Parties. Should the Parties fail to agree on an appointment of an arbitrator within ten (10) days of receipt of the notice specified in ARTICLE 15.08.1, the arbitrator shall, upon request of either Party, be appointed by the Minister of Employment, Training and Development for New Brunswick.
- (b) The arbitrator shall have the duty and power to adjudicate all differences between the Parties and shall have all the powers of an arbitrator as stated in the New Brunswick Labour Relations Act, as amended from time to time.

15.08.3 Appointing an Arbitration Board

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

15.08.4 Arbitration Hearing

- (a) The arbitrator or arbitration board Chair shall commence hearings and shall notify the Parties concerned of the place, date and time of the hearings.
- (b) If the arbitration is on behalf of an individual or group they shall have the right to attend all arbitration hearings.

- (c) Both Parties shall have the right to present evidence and to call witnesses before the board and to cross-examine other witnesses.
- (d) In all other respects the arbitrator or the arbitration board shall determine its own procedures but all Parties shall be given full opportunity to present evidence and to make any recommendations.

15.08.5 Arbitration Decision

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

15.08.6 Arbitration Costs

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

ARTICLE 16 DEPARTMENT CHAIRS

- 16.01 The selection and review of Department Chairs shall be governed, except as otherwise provided in this Agreement, in accordance with the University's statement on "Policy for the Selection and Review of Chairs" as approved by the Board of Governors (Appendix E).
- 16.02 When a new Department is established by the University, the University shall appoint its first Chair who shall hold office for a period of two Academic Years, subject to the provisions of the policy contained in Appendix E.
- 16.03 The Department Chair:
- a) shall provide leadership consistent with the principle of *primus inter pares* to ensure the effective operation and development of the academic Department;
 - b) shall convene and chair regular meetings with the Department on matters of importance to the Department or the University;
 - c) shall advise the Vice-President Academic on matters pertaining to the academic Department or Subject Area including the teaching assignments of faculty, and the management of course enrolments within the academic Department consistent with ARTICLES 17.03 and 17.01;
 - d) shall represent the academic Department on Senate, University committees and at various University events such as convocation where they are invited to represent their Departments and keep the Department informed of developments;
 - e) shall submit budget proposals and administer approved budgets for the Department;
 - f) shall coordinate the programs of the Department;
 - g) shall advise students on academic matters and deal with student concerns;
 - h) may request teaching assistants to assist individual faculty members in specific courses in their departments; (Departments may include in their budget submissions provision for teaching assistants. The University, through the budget process, shall ensure an equitable allocation of funds for teaching assistants among departments.)
 - i) shall carry out such other duties as required by the Collective Agreement or by Senate policies.
- 16.04 The Department Chair shall undertake to have executed every decision on which the Department has attained a consensus or majority decision, and shall in no instance countermand such a decision.
- 16.05 In instances where the Department has been unable to attain at least a majority decision, the Department Chair may exercise his or her decision-making responsibilities.

ARTICLE 17 WORKING CONDITIONS

17.01 Assignment of Teaching

- 17.01.1 It is expected that each Department shall ordinarily assign those courses within the Department which its members are to teach. In so doing, the Department is responsible for ensuring that there is a reasonable balance between small and large classes and that there is an equitable distribution of workload among members of the Department taking into account independent study courses, Honours thesis supervision, the varying demands of alternative teaching and evaluation methodologies. Whenever possible, there shall be prior consultation with Employees on the assignment of teaching duties.
- 17.01.2 In recognition of the need for new faculty to develop research programs, 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 Vice-President Academic, who may in exceptional circumstances and following consultation with the Chair of the Department concerned, assign to Employees those courses they are to teach.
- 17.01.4 The University may adopt policies for minimum class size, and advise students and Employees that courses with enrolments below specified levels may not be offered. Where enrolment in a course is below specified levels, the Department Chair shall consult with the Vice-President Academic. In these circumstances, the Department Chair shall make a recommendation based on academic program requirements to the Vice-President Academic on whether or not courses should be cancelled and any related reassignment of teaching duties. Authority to make reassignments rests with the Vice-President Academic, who may in exceptional circumstances and following consultation with the Chair of the Department concerned, reassign to Employees those courses they are to teach.
- 17.01.5 The time and place for each course are determined by the appropriate University authority. Reasonable requests by Employees for scheduling shall be accommodated where possible.
- 17.01.6 Where possible, and upon request by an Employee, the scheduling of courses shall permit an Employee to have one day per week for research during which he or she is not expected to teach scheduled classes.

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. No Employee shall be obliged to teach more than the standard teaching load. Any Employee may voluntarily apply to the Vice-President Academic to undertake teaching in excess of the six (6) three-credit courses or equivalent in the Teaching Year and

shall be compensated in accordance with ARTICLE 18.03, except where the applicant waives his or her right to compensation.

17.02.2 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.

17.02.3 Variation in Standard Teaching Load

17.02.3.1 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.

17.02.3.2 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;

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

17.02.3.4 Employees who under ARTICLE 17.02.3.2 of the Collective 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 Minimum Standards shall be adjusted for such Employees and recognized by CAPT in applying the minimum standards.

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

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

17.02.3.7 In accordance with ARTICLE 17.02.3.2 above, subject to the approval of the Vice-President Academic and the Department involved, respecting the University's program and curriculum needs, Department Chairs are entitled to a reduction of one (1) three-credit course or, alternatively, a stipend (as described in ARTICLE 18.03.4). Requests for a variation in teaching load under this ARTICLE shall normally be submitted to the Vice-President Academic prior to the publication of the initial timetable for the Academic Year.

- 17.02.3.8 In accordance with ARTICLE 17.02.3.2, the Union as a whole is entitled to a reduction of two (2) three-credit courses.
- 17.02.3.9 In accordance with ARTICLE 17.02.3.2 above, subject to the approval of the Vice-President Academic, the Union and the Department involved, respecting the University's program and curriculum needs, the Employer may authorize (i) one (1) additional three-credit course reduction for the Union as a whole, or (ii) the purchase of course release time by the Union.

17.03 Class Size

- 17.03.1 The Parties recognize that small class sizes are central to the educational mission of St. Thomas University.
- 17.03.2 The standard for maximum class size shall be sixty (60) students. No Employee shall be required to teach more than 60 students in a class.
- 17.03.3 In appropriate cases, classes may have enrolments exceeding the standard. In such cases, enrolments exceeding the standard shall be determined by mutual agreement between the Department and the Vice-President Academic. The Senate shall act as final arbiter in contested cases.
- 17.03.4 Classes may have planned enrolments different from the standard for maximum class size. Any such planned limited enrolment shall be determined by mutual agreement between the department concerned and the Vice-President Academic before the publication of the tentative timetable for the pending Academic Year. The Senate shall act as final arbiter in contested cases.
- 17.03.5 No Employee shall be required to teach more than one hundred and forty (140) students per semester in the standard teaching load. The goal for the minimum standard teaching load shall be sixty (60) students. The standard teaching load is defined as six (6) three-credit courses or equivalent in the Teaching Year. If an Employee is requested by the Department Chair to exceed the maximum number of students in a semester, the Chair will reduce the Employee's teaching load in the following teaching semester by the same number of students.
- 17.03.6 Over the course of this Agreement, the University shall reduce average class size by fifteen percent (15%). The reduction in average class size will be based on the average of enrolments in all courses excluding independent studies and honours thesis courses in the 2002-2003 Teaching year. On March 1, 2003 the average class size was 38.4. The Employer will provide an annual report to the Union on the average class size together with the course registrations for each Employee. Social Work and Education course registrations will not be included in the calculation of average class size.

17.04 Teaching Load Reductions for Scholarly Endeavours

- 17.04.1 Effective July 1, 2005, and on an annual basis thereafter, the University will make a pool of forty (40) three credit-hour course releases (in addition to those

provided in ARTICLE 17.02.3.7 for Chairs and those provided in ARTICLE 17.02.3.8 for the Union) available to Employees in an effort to encourage research and scholarly productivity and allow for appropriate variations in the standard teaching load.

- 17.04.2 The teaching load for each full time Employee, appointed after June 30, 2005, in the first and second years of a probationary appointment shall be fifteen (15) credit hours. These course releases for new Employees shall be drawn from the pool referred to in ARTICLE 17.04.1.
- 17.04.3 The University agrees to provide a three (3) credit hour course release, to be drawn from the pool referred to in ARTICLE 17.04.1, to those Employees who have received a research grant from an adjudicated granting council of \$10,000 or more in the last year. Employees who receive a release under ARTICLES 17.04.2 and 17.04.3 shall not be eligible to make application under ARTICLE 17.04.4.
- 17.04.4 All other Employees shall be eligible to apply for up to a maximum of two (2) three credit hour course releases per Academic Year. Such teaching load reductions may be requested in order to allow an Employee to devote additional time to scholarly endeavours. Consideration for the second release will only take place after all applicants have been considered for one (1) course release.
- 17.04.5 Applications for course release under 17.04.4 shall be submitted in writing to the Department Chair no later than October 15. (***TRANSITION: Applications for course release under ARTICLE 17.04.4 for the 2005-2006 Academic Year shall be submitted no later than the Department's deadline.***)
- 17.04.6 The application for course release under ARTICLE 17.04.4 shall be accompanied by a recommendation from the Employee's Department. The recommendation shall take into account only the teaching requirements of the Department. Applications shall be submitted by the Department Chair to the Chair of the Senate Research Committee no later than November 1. (***TRANSITION: Applications for course release under ARTICLE 17.04.4 for the 2005-2006 Academic Year shall be submitted no later than March 15, 2005.***)
- 17.04.7 The Vice-President Academic, in consultation with the Senate Research Committee, shall develop the criteria for adjudicating requests for course release.
- 17.04.8 The Senate Research Committee shall make its recommendations to the Vice-President Academic no later than December 15. (***TRANSITION: Recommendations for course release under ARTICLE 17.04.4 for the 2005-2006 Academic Year shall be submitted to the Vice-President Academic no later than April 1, 2005.***)
- 17.04.9 The Vice-President Academic shall consider recommendations from the Senate Research Committee for course release under ARTICLE 17.04.4 and notify the applicants in writing no later than January 31. (***TRANSITION: The Vice-President***

Academic shall consider recommendations from the Senate Research Committee under ARTICLE 17.04.4 for the 2005-2006 Academic Year and notify the applicants in writing no later than April 15.) Approval of course release as defined in ARTICLE in 17.04.4 shall not be unreasonably withheld. In those cases where the application is denied, the Vice-President Academic shall provide written reasons to the Employee. A denial of an application by the Vice-President Academic under ARTICLE 17.04.4 shall not be subject to the grievance and arbitration procedures established in this Collective Agreement.

- 17.04.10 Should the pool of forty (40) course releases not be fully awarded in any one year, the un-awarded course releases shall be carried forward and awarded in the subsequent year, once that current year's pool has been expended. Un-awarded course releases from the previous year shall not be carried forward a second time.
- 17.04.11 Employees who receive a release under ARTICLES 17.04.3 and 17.04.4 shall submit a report to the Senate Research Committee on the research activity that was facilitated by the release within twelve (12) months of having taken the release.
- 17.04.12 Employees who have a teaching load reduction shall not be eligible to teach overload during the Teaching Year.
- 17.04.13 After one (1) year in operation the Parties shall strike a joint committee to examine and evaluate the system established in ARTICLE 17.04.

17.05 Reduced Load

- 17.05.1 A tenured or probationary Employee may propose a plan to the Employer for reduced load status. Reduced load plans shall be based on the following terms and conditions:
 - i) sufficient notice must be given, normally nine months.
 - ii) the plan shall indicate the teaching, research, service and other activities that the Employee shall carry out during the period involved.
 - iii) the Employee may choose revocable or irrevocable reduced load status revocable reduced load status shall be for a fixed term of not more than three years and may be renewed, according to these procedures.
 - iv) irrevocable reduced load status shall continue until resignation or retirement.
 - v) the Employee may choose a reduced load status of 1/3, 1/2, or 2/3 and his/her salary shall be pro-rated accordingly.
 - vi) benefits, other than salary and those related to salary, shall be fully maintained.
 - vii) the Employee on revocable reduced load status shall maintain the same status as full-time Employees with regard to any future programmes, such as early retirement incentives, that the University may offer to its Employees.
 - viii) the Employee who requests irrevocable reduced load status shall identify

any other compensation requirements in accepting this status. Accordingly participation in any future programmes, such as early retirement incentives, that the University may offer to Employees will be proportionate to the then existing work load.

- ix) the Employee shall continue to have access to appropriate University services and facilities.

17.05.2 Any such reduced load plan must be agreed to by the Employer, the Employee, and the Union.

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. Notification of such employment shall be given to the Department Chair and the Vice-President Academic.

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. The University will replace computers every four years. The standard model will be determined by the University and any upgrades may be purchased through the Employee's professional development allowance. Requests for new computers should be submitted to the Office of the Vice-President Academic.

17.08 Vacation and Holidays

17.08.1 Each full-time Employee is entitled to a one-month annual vacation period (22 working days). (For Employees hired prior to June 30, 1999, please see the Memorandum of Understanding on Vacation Period in this Collective 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 Vice-President Academic. Vacation may be taken in one or more intervals. An Employee shall inform the Vice-President Academic and the Department Chair of the dates of his or her vacation. It is the Employee's responsibility to ensure that this vacation entitlement is taken each year. No additional remuneration will be paid in respect of vacation that is not used.

17.08.2 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 2003, the floors and ceilings for annual salaries according to rank shall be:

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

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

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

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

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

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

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

18.01.5 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.

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

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

- 18.02.3 If the consumer price index for Canada in June 2006 exceeds the index of June, 2005 by 3% or higher, either Party may request renegotiation of ARTICLE 18.02.2 (d) by August 31, 2006.

18.02.4 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.

18.02.5 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.

18.02.6 Special Merit Increment

18.02.6.1 The Employer shall set aside a sum of \$ 3,000 for merit awards which shall be made annually on the basis of merit to at least one person, but not more than two, as a lump sum which shall not become part of regular salary, unless the Special Merit Awards Committee recommends to the Vice-President Academic that no nominees are deserving of a merit award, in which case no merit award need be given in that year. The disposition of these awards shall be decided by the Vice-President Academic as set out in the "Special Merit Awards" document issued by the Vice-President Academic on January 26, 1994.

18.02.6.2 Furthermore, nothing in this Agreement shall preclude the University from granting to any Employee demonstrating special merit a permanent salary adjustment or a lump-sum bonus payment. A permanent salary adjustment shall be included in the Employee's salary in subsequent years; a lump-sum payment shall not be included as part of salary and shall not affect salary in subsequent years. A permanent salary adjustment shall be used to reward improvement in an Employee's qualifications and bonuses shall be used in other cases.

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

18.02.7 Notwithstanding the other provisions of ARTICLE 18.02, an Employee, after two years of consecutive service at the university, may ask that his or her salary be reviewed by the Employer before a new appointment is offered or a probationary appointment is renewed. The application for a salary review may be made by the Employee to the President at any time prior to the President receiving the Departmental recommendation on appointment, pursuant to ARTICLE 5, or the CAPT recommendation on renewal, pursuant to ARTICLE 9. The review shall include a meeting with the Employee concerned.

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

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

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

18.03.3 Each Employee who supervises an Honours thesis shall receive a stipend in the amount of one and one half (1.5) percent of the Assistant Professor salary floor.

18.03.4 Department Chair's Stipend

The Chair of a Department who does not receive a reduction in course load pursuant to ARTICLE 17.02.3.7 shall be paid (i) a stipend of \$2,000 if the full-time equivalent faculty positions in the Department is 4 or less; (ii) a stipend of \$3,000 if the number of full-time equivalent faculty positions in the Department is greater than 4 but less than 8; or (iii) a stipend of \$4,000 if the full-time equivalent positions in the Department is 8 or more. In addition, the Chair of the Education Department and the Chair of the Social Work Department shall receive \$1,000 in recognition of additional duties in the professional programmes.

18.04 Tuition Fee Reduction

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

18.05 Moving Expenses

18.05.1 Upon submission of original receipts and a statement of mileage expenses, if any, Employees shall be reimbursed up to, but not exceeding, an amount equivalent to 10% of the salary floor for Assistant Professor established in ARTICLE 18.01 for the cost of relocating. Employees hired for successive Limited-Term Appointments shall not, for the present purpose, be considered newly appointed.

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

ARTICLE 19 EMPLOYEE BENEFIT PLANS

- 19.01 The Pension Plan for Employees of St. Thomas University shall continue in effect during the period of this Agreement. Any changes to the pension plan affecting contributions and benefits to Employees shall be approved by both the Union and the Employer.
- 19.02 The University group insurance plans shall continue in force during the period of this Agreement. Any changes to these plans affecting contributions and benefits to Employees shall be approved by the Union and the Employer.
- 19.03 The Joint Committee established in ARTICLE 3.11 shall review Employee benefit plans and make recommendations to the Parties for improvements where warranted. Future increases or decreases in the health insurance plan premiums will be shared equally by the Employee and the Employer.
- 19.04 The University shall provide each Employee with a full statement of all pensions and benefits, including types and amounts of insurance and beneficiaries named, at the time of appointment and at the beginning of each Teaching Year.
- 19.05 For the purposes of pensions and benefits, including tuition reductions, "spouse" will apply to married persons as well as persons cohabiting with an Employee in a common law relationship as defined by Provincial legislation.

ARTICLE 20 PROFESSIONAL DEVELOPMENT ALLOWANCE

- 20.01 Effective July 1, 2004, the University will provide a professional development fund of \$20,000 annually in addition to the allowance provided in ARTICLE 20.02. All Employees will be eligible to apply for allocations from this fund in accordance with the policies and procedures developed by the Vice-President Academic in consultation with the Senate Research Committee.
- 20.02 A Professional Development Allowance equal to three (3) percent of the Assistant Professor salary floor in July of each year shall be made available to Employees, including those on sabbatical leave. Professional Development Allowance for Employees on other types of leave shall be pro-rated according to the duration of the leave.
- 20.03 ***TRANSITION: In addition to the amount provided in ARTICLE 20.02, the Employer agrees to provide each new probationary Employee whose appointment is effective July 1, 2003 or July 1, 2004 a Professional Development Allowance in the amount of \$1,000, on a one time basis, in recognition of their six course teaching load in the first two years of their appointments.***
- 20.03 The Professional Development Allowance may be used by an Employee for travel expenses related to scholarly purposes, and for expenses related to research and study.
- 20.04 Upon submission of original receipts, the Employee shall be reimbursed for *bona fide* expenses, up to the maximum available in accordance with ARTICLE 20.01 and ARTICLE 20.02.
- 20.05 An Employee who does not use the full amount of his or her Professional Development Allowance in any one Academic Year may carry forward the balance into the next Academic Year. The maximum that may be carried forward shall be equal to the Professional Development Allowance for one Academic Year.
- 20.06 Materials purchased by Employees under this ARTICLE shall be owned by the University; however, such materials may remain in the custody of the Employee for his or her use in teaching and/or research.

ARTICLE 21 ANNUAL REPORT AND REVIEW

- 21.01 The University and the Union agree that an annual report and review are valuable means of advancing the University's educational goals and of supporting professional development. To this end, Employees may be required to provide an annual report and the University may review the performance of Employees on the basis of the annual report. Employees may review this information with the Vice-President Academic as a means of advancing professional development goals.
- 21.02 At the end of the Teaching Year, the Vice-President Academic may request an annual report of all Employees. In response to such a request, Employees shall provide an up-to-date *Curriculum Vitae* and a written report of their professional activities for the past twelve months, and a plan for the coming Academic Year. The report shall include an Employee's account of his or her activities with respect to (a) teaching, (b) scholarship, and (c) service noting any workload substitutions approved under ARTICLE 17.
- 21.03 A summary statement on the accountability of faculty members at St. Thomas University is provided in Appendix F.

ARTICLE 22 TERM OF AGREEMENT

22.01 Duration

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

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

22.02 Notice of Renegotiation

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

Memorandum of Agreement (Harassment Policy)

Memorandum of Agreement

Between

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

and

St. Thomas University (STU)

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

The Parties agree to form a Joint Harassment Policy Committee within 90 days of the signing of this Collective Agreement to direct the development of a University-wide harassment policy. Three members shall be appointed by the Employer and three members shall be appointed by the Union. The Parties agree that the University-wide policy shall not conflict with this Collective Agreement. The Parties also agree that any discipline resulting from a harassment complaint shall be subject to the provisions of ARTICLE 13 (Discipline) and shall be grievable under ARTICLE 15 (Grievance and Arbitration) of this Collective Agreement.

Dated this 24 day of February, 2005

J. Gaudet
For the Association

David O'Brien
For the University

Memorandum of Agreement (ARTICLE 14)

Memorandum of Agreement

Between

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

and

St. Thomas University (STU)

Subject: Financial Exigency

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

Dated this 24 day of February, 2005

J. Gaudet
For the Association

Donald R. Brun
For the University

Memorandum of Agreement (Vacation Period)

Memorandum of Agreement

Between

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

and

St. Thomas University (STU)

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

The Parties agree to the following vacation periods:

1. Employees appointed prior to June 30, 1996: six (6) weeks annually (as per the 1994-1997 Collective Agreement).
2. Employees appointed between July 1, 1996 and June 30, 1999: four (4) weeks annually, and one (1) additional week after seven (7) years of service, and one (1) additional week after fifteen (15) years of service, for a total of six weeks after 15 years of service (as per the 1994-1997 Collective Agreement).
3. Employees appointed after June 30, 1999: four (4) weeks annually (as per the 1997-1999 and the 1999-2003 Collective Agreements).

Dated this 24 day of February, 2005

J. Gaudet
For the Association

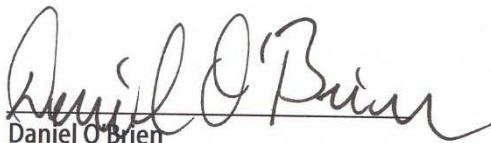
David L. Boin
For the University

THIS COLLECTIVE AGREEMENT

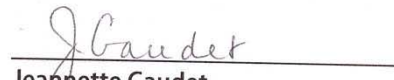
SIGNED AT FREDERICTON, NEW BRUNSWICK

THIS 24 DAY OF February 2005

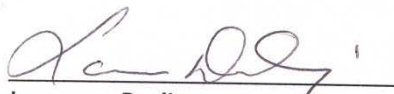
ST. THOMAS UNIVERSITY

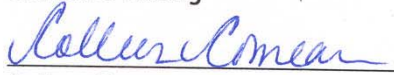

Daniel O'Brien
President and Vice-Chancellor

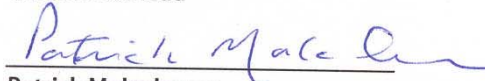
**FACULTY ASSOCIATION OF THE
UNIVERSITY OF ST. THOMAS (FAUST)**

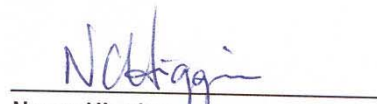

Jeannette Gaudet
President

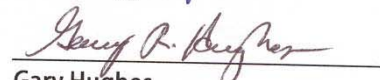
Members of the Negotiations Committees

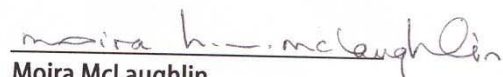

Lawrence Durling


Colleen Comeau


Patrick Malcolmson


Nancy Higgins


Gary Hughes


Moira McLaughlin

APPENDIX A ESTABLISHED POSITIONS

Established Positions as of January 28, 2005

Department	July 1, 2004
Anthropology	4.0
Criminology	9.0
Economics	3.0
Education	6.0
English	11.0
Fine Arts	0
Gerontology	3.0
History	8.0
Human Rights	1.0
Journalism	1.0
Math & STS	1.0
Native Studies	2.0
Philosophy	5.0
Political Science	4.0
Psychology	12.0
Religious Studies	4.0
Romance Languages	8.0
Social Work	7.0
Sociology	9.0

APPENDIX C STATEMENT OF MINIMUM STANDARDS

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

1. Academic Credentials

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

2. Length of Service

The candidate must have at least ten years full-time University faculty membership, or at least five years in the rank of Associate Professor, completed by the date of promotion.

3. Categories of Achievement

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

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

4. Teaching

- 4.1 Minimum. The candidate must establish that his or her teaching has consistently been effective, responsible, and academically sound and current over an extended period.
- 4.2 Broad Competence. The candidate must establish that his or her teaching has consistently been of a quality significantly above the minimum over an extended period.
- 4.3 Excellence. The candidate must establish that his or her teaching is recognized by students and colleagues as notably excellent, and that the candidate has established a reputation as a teacher beyond the Department and the University.

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

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

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

5. Scholarly and Research Activity

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

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

- 5.3 Excellence: The candidate must supply evidence of continuing, consistent scholarly contributions at a level determined by the CAPT on the advice of the external assessors to be a notable or similar contribution to a discipline or area of scholarly specialization or field of professional practice. Such a contribution might, for example, be constituted in some disciplines or areas by a number of books or a particularly important book, or in others by a particularly important series of articles.
- 5.4 Evidence which may be presented: In respect of quality of scholarship and research the candidate should submit an explanatory cover letter, other supporting documentation such as references and citations, and copies of printed or electronic publications, papers presented at scholarly conferences, etc. "Publications" include work formally accepted for publication by reputable journals or publishers. Citation by others in the field, reception of grants, fellowships, awards and participation in funded research and substantial 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 community or professional/scholarly organizations over an extended period. This should include active and continuing service in positions of institutional leadership. Such positions might, for example, include (but are not limited to) membership on the CAPT, contract negotiations, President of the Union, Chair of a Department, or chair of a major committee. Service to the profession or the community should include active and continuing service in leadership positions in professional or community organizations.
- 6.3 Evidence of service activity beyond lists of committees on a Curriculum Vitae may take the form of terms of reference, annual and/or ad hoc reports, internal committee documents, news reports, letters from colleagues, committee chairs, supervisors, etc.

For Promotion to or Appointment to the Rank of Associate Professor

(Effective: July 1, 1995)

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

1. Academic Credentials

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

2. Length of Service

The candidate must have at least four years of full-time university faculty membership in the rank of Assistant Professor completed by the date of promotion.

3. Categories of Achievement

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

4. Teaching

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

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

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

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

4.12 Material descriptive of course submitted to other bodies (e.g.,

Departmental or University curriculum committees);

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

5. Scholarly and Research Activity

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

- 5.1 Evidence which may be presented: In respect to quality of scholarship and research, the candidate should submit an explanatory cover letter, other supporting documentation such as references and citations, and copies of printed or electronic publications, papers presented at scholarly conferences, etc. "Publications" include work formally accepted for publication by reputable journals or publishers. Citation by others in the field, reception of grants, fellowships, awards and participation in funded research and substantial 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 CAPT to be of a quality equivalent to doctoral research. Work submitted as equivalent to the Ph.D. may not be counted separately as evidence of continuing scholarship except to the extent that it exceeds the work normally expected of a doctorate.

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

2. Teaching

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

3. Evidence

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

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

For Conferral of Tenure (See ARTICLE 8.02.1)

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

1. Academic Credentials

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

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

2. Length of Service

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

3. Performance

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

4. Teaching

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

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

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

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

- 4.12 Material descriptive of course submitted to other bodies (e.g., Departmental or University curriculum committees);
- 4.13 Explanatory material about aims and methods of teaching written and submitted by the candidate;
- 4.14 Letters of reference from colleagues or supervisors or unsolicited letters from students;
- 4.15 Results of student evaluations carried out in accordance with the University's course evaluation policy and procedures; Evaluation results administered independent of university-wide standardized student evaluation procedures may also be submitted;
- 4.16 Publications, conference presentations, workshops or seminars conducted on teaching.

5. Scholarly and Research Activity

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

5.1 Evidence which may be presented: In respect of quality of scholarship and research, the candidate should submit an explanatory cover letter which outlines his/her plan for ongoing research and scholarly activity, and other supporting documentation such as references and citations, and copies of printed or electronic publications, papers presented at scholarly conferences, etc. "Publications" include work formally accepted for publication by reputable journals or publishers. Citation by others in the field, reception of grants, fellowships, awards and participation in funded research and substantial 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 also include written research, policy or practice monographs.

6. Service

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

6.1 Evidence

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

For Renewal of Probationary Appointment

The candidate must establish 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 Minimum Standards for the Conferral of Tenure.

APPENDIX D GRIEVANCE FORM

GRIEVANCE FORM

GRIEVOR (UNION OR EMPLOYER): _____

NAME OF EMPLOYEE(S) (if applicable): _____

DEPARTMENT: _____ Phone Number: _____

HOME ADDRESS: _____

Phone Number: _____

1. Nature of Grievance:

2. Section(s) of Collective Agreement Involved:

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

4. Remedy Sought:

Signature of Grievor (Union or Employer)

Date:

APPENDIX E POLICY FOR THE SELECTION AND REVIEW OF CHAIRS

1.0 Definitions

- 1.1 Department: an administrative unit designated by the University as a Department, and presided over by a Chair or Acting Chair.
- 1.2 Chair: the chief officer of a Department.
- 1.3 Acting Chair: a temporary appointment, not normally to exceed one year, to the Chair of a Department, made by the Board of Governors as recommended by the President in consultation with the Department, the incumbent enjoying all the rights and duties of the Chair.
- 1.4 Search Committee: the body charged with selecting a potential Chair.

2.0 Term of Office

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

3.0 Eligibility

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

4.0 Notification

- 4.1 The Vice-President Academic informs the Senate and Department of the completion of the term of a Chair nine months before the term ends.

5.0 Procedure of the Senate

- 5.1 The Senate authorizes the setting up of a search committee.
 - 5.1.1 The search committee will be composed of the Vice-President Academic as chair, the Chair of another Department elected by the Senate, two members elected by the Department, one member from outside the Department elected by the general faculty meeting, and one student elected by the Department.

6.0 Procedures of the Search Committee

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

- 6.2 If there is only one candidate, and that candidate is satisfactory to all members of the Department and to the President, the committee will recommend to the President that the candidate be appointed.
- 6.3 In cases where there is more than one candidate:
 - 6.3.1 the committee will interview suitable candidates;
 - 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 committee, the President shall recommend to the board an acting Chair for a term of one year.
- 6.5 If during the selecting process a member of the committee becomes a candidate, that person must resign from the committee. A replacement will be elected according to the provision of 5.1.1.

7.0 Procedures of the President

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

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

- 8.1 If the Vice-President Academic receives a written request, from one-half of the full-time members of the Department or from the President, for the removal of a Chair, he or she must establish a hearing committee.
 - 8.1.1 The hearing committee will be composed of one member selected by the Department, one member selected by the administration, and a Chair who is not a member of the Department, selected by the other two members. If the other two members cannot agree upon a Chair, the Chair is to be selected in accordance with the provisions of the Arbitration Act of New Brunswick.
- 8.2 The hearing committee will study the objections, and will determine whether or not the objections warrant the removal of the Chair.
- 8.3 The hearing committee will report its recommendation to the President.
- 8.4 The Board may remove the Chair on the recommendation of the President.

APPENDIX F ACCOUNTABILITY OF FACULTY MEMBERS

The Parties to the Collective 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 understanding of the Collective Agreement and does not modify the provisions of the Collective Agreement between the Parties.

1. PERIODIC INTERNAL REVIEWS

Appointment: Candidates are normally expected to have completed the Ph.D. degree although there may be exceptions in the professional disciplines. Candidates are evaluated by the Department and its Chair, the Vice-President Academic, and the President (ARTICLE 6).

Probationary Period: The probationary period for tenure track positions normally lasts a minimum of five years. Normally in the fifth year of probation, the faculty member's performance in teaching, research, and academic service is reviewed by several levels of the University including the Department, the CAPT, and the President (ARTICLE 9). The candidate's application for tenure is reviewed relative to the University's minimum standards for performance. This review may result in termination, the continuation of the probationary appointment for a further two years, or a grant of tenure. Employees who feel they have met all the requirements for tenure may make an application for tenure at the beginning of their fourth year.

Promotion to Associate Professor: Faculty members may apply for promotion to Associate Professor after having at least four years experience at the rank of Assistant Professor. Applications for promotion to Associate Professor are reviewed by the Department, the CAPT and the President (ARTICLE 9). Successful applicants for promotion to the rank of Associate Professor must demonstrate that they have at least attained the minimum standards for the rank in terms of teaching research and service. The promotion may be granted or denied. Following a denial, an Associate Professor may re-apply for promotion in any subsequent year.

Promotion to Professor: After at least five years of service at the rank of Associate Professor, a faculty member may apply for promotion to Professor. The faculty member's performance in teaching, research, scholarly and creative activities, and academic service (since the last promotion) is assessed relative to the minimum standards for Professor by several levels including the Department, the CAPT, and the President (ARTICLE 9). The promotion may be granted or denied. Following a denial, an Associate Professor may re-apply for promotion in any subsequent year.

Applications for Sabbatical Leave: After six years' service a faculty member is eligible for a one-year sabbatical leave (after three years for six-month leave). The purpose of the sabbatical leave is academic and professional renewal and enhancement through study, research, scholarship, writing or other creative activities. Research, scholarship, and study plans for a sabbatical leave are evaluated by various levels of the University including the Department, the Vice-President Academic, and the President (ARTICLE 10.04).

2. CONTINUING INTERNAL REVIEW

Faculty members are responsible for disseminating knowledge through effective teaching, for conducting research, scholarship or other creative work, and for participating in the governance, activities and work of the university (ARTICLE 4). The standard teaching load for each Employee is six (6) 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).

Each faculty member's Curriculum Vitae shows the ongoing academic record of teaching, 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

Conferences: Papers delivered at learned conferences are normally evaluated by academic referees before being accepted for presentation.

Journals: Articles for publication in scholarly journals usually require review and acceptance by two or more academic referees who evaluate the paper anonymously.

Books: Proposals for books are subject to extensive outside review by potential publishers and academic referees retained by the publisher. If a proposal is accepted, the whole manuscript is thoroughly reviewed by other academics before publication.

Funding Applications: Funding for research and scholarly or creative activities is normally obtained from outside sources, either private or public, such as national granting agencies (mainly SSHRC) contracts or contributions from various government departments (both federal and provincial), private sector corporations, endowments, or registered charitable organizations. Applications are detailed documents setting forth past performance and future plans. Committees compare applications and solicit academic assessments and reviews for each application from across the country (or worldwide). 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.

4. DISCIPLINARY PROCEDURE

The University has the right to invoke a disciplinary process as per ARTICLE 13 to deal with conduct and/or performance problems of any Employee, whether tenured or not.

