

COLLECTIVE AGREEMENT

between

ST. THOMAS UNIVERSITY

and the

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

PARTIES TO THE AGREEMENT

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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

each faculty member shall be a member of one and only one Department as determined by the Employer.

1.09 ~~3 6 X E M H F W D U H D G H W L Q D~~ ~~As to the Department in which a faculty member is assigned, the Employer shall have the right to assign faculty members to positions outside a Department for which there is a distinct academic~~

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

1.22 **7KH 3'HSDUWPHQW RI +XPDQ 5HVRXUFHV LV PDQDJHG E** that is responsible for employment related services as may be determined by the University, and as required under this Agreement.

1.22.1 The Depa **UWPHQW RI +XPDQ 5HVRXUFHV LV PDQDJHG E** Resources

- (iii) freedom in the choice and pursuit of teaching, and to state their views on matters relating to their discipline;
- (iv) freedom to produce and perform creative works;
- (v) freedom to engage in service to the University and the community;
- (vi) freedom to participate in professional and representative academic bodies; and
- (vii) freedom to contribute to social change through free expression of opinion on matters of public interest.

2.04.3 Academic freedom does not require neutrality; rather, academic freedom carries with

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

2.11 Continuation of Rights

The Employer agrees to exercise its management functions in a just and reasonable manner and, in so doing, to maintain all reasonable and established benefits in terms and conditions

includes non-electronic surveillance, electronic eavesdropping or video cameras, and any kind of computer surveillance or other devices. This right does not apply in situations of potential danger or threats to the members of the University community. Undisclosed surveillance by the Employer shall only be conducted as a last resort and after all other reasonable alternatives have been exhausted. Undisclosed surveillance by the Employer shall be conducted in a reasonable manner, proportional to the Employer's interest in providing a safe and secure working environment, and where authorized by law.

- 2.12.6 Any evidence obtained through surveillance shall not be used in disciplinary matters unless obtained in compliance with this Article or from a law enforcement agency.
- 2.12.7 The Parties recognize that the safety of employees, staff, students and the general public may require the violation of individual privacy for the installation of video cameras, audio recorders or other monitoring devices in public access areas of the campus such as parking lots, walkways, building entrances, exits and hallways. Any

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 mate

ARTICLE 3 EMPLOYER-UNION RELATIONS

3.01 Recognition

The Employer recognizes the Union as the sole collective bargaining agent for the members within the Bargaining Unit as defined by the ~~Industrial Relations Board~~ certification order (IRB-1-114) and as from time to time amended by mutual agreement.

3.02 Representation

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

3.03 Access to Campus

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

3.04 Membership

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

3.05 Checkoff Payments

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

3.06 Deductions

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

3.07 Dues Receipt

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

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

3.08 Union Activities

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

3.09 Technical Information

3.09.1 The Employer shall provide to the Union, in a timely manner, the information it requires to prepare for collective bargaining and the proper administration of the collective agreement.

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

- 3.11.2 At least two (2) representatives of the Employer and two (2) representatives of the Union shall 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. The Chair of the Joint Committee shall be responsible for preparing and distributing the meeting agenda, presiding over the meeting, and maintaining minutes. **RIWKH & RPPLWWHXMMVPRHWIKQJ & R7KPLW W** meetings shall be provided to the members of the Joint Committee, the President of the Union and the Vice-President (Academic and Research). The Parties may, by mutual consent, invite guests to attend meetings to advise on matters of mutual interest.
- 3.11.4 The Joint Committee shall meet by October 1 and by February 1 each year, with at least one additional meeting in each academic semester in the Teaching Year. The Union shall request the fi

ARTICLE 4 PROFESSIONAL RESPONSIBILITIES

4.01 Principles

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

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

4.02 Responsibilities:

4.02.1 Teaching and Advising

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

4.02.2 Re

4.03 Employer Responsibilities

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

4.03.2 The Employer shall indemnify and save harmless each Employee from legal liability and all actions, causes of action, claims or demands whatsoever arising out of any occurrence occurring in the course of, or performed pursuant to, and within the scope of their employment, save and except in the case of gross negligence and/or wilful misconduct, provided timely notice is given to the Employee.

ARTICLE 5 ESTABLISHED POSITIONS

5.01 Established Positions

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

- 5.01.1 The President shall designate the number of established positions in each Department and discipline. An established position is a Full-time, tenured or tenure-track faculty position at the University which may be shared by reduced load appointments. The number of established positions is shown in Appendix A.
- 5.01.2 Proposals to change the number of established positions may be initiated by Departments or the Vice-President (Academic and Research).
- 5.01.3 A Department that wishes to change its number of established positions shall make a written submission to the Vice-President (Academic and Research) by February 15, setting out the reasons for its request. The Vice-President (Academic and Research) shall recommend to the President any changes to the number of established positions by March 15. A copy of this recommendation shall be provided to the appropriate Department at the same time.
- 5.01.4 The Vice-President (

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

5.02 Vacant Positions

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

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

5.02.3 Normally, an established position may remain vacant for a maximum of two (2) years. Any established position that has remained vacant for two (2) years shall be automatically reviewed by the Vice-President (Academic and Research) in consultation with the Department concerned. If the decision is made, after two (2) years, not to fill the position, the CAAS shall be notified by the Vice-President (Academic and Research). If the position remains vacant for another two (2) years, the position shall be reviewed at the end of the second two-year period by the Vice-President (Academic and Research) in consultation with the Department concerned. The procedures outlined in Articles 5.01.3, 5.01.4 and 5.01.5 shall apply. After the second review, a decision shall be

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5.03 Alternative Procedure

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

ARTICLE 6 HIRING PROCEDURES FOR ACADEMIC APPOINTMENTS

6.01 Principles

The Employer and the Union are committed to conducting academic searches in a professional manner. The Parties agree that the guiding objective is to attract and appoint the best qualified candidates while at the same time respecting our commitment to employment equity and No Discrimination (Article 2.05.1).

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 under

- 6.05.4 Normally, Full-time members of the Department involved shall be advised of the names of the candidates on the short-list and shall be given an opportunity to meet the candidates and provide feedback to the hiring committee.
- 6.05.5 Within five (5) Days following the conclusion of the interviews, the Vice-President (Academic

shall make an offer to the applicant and advi

Recall Procedures ~~±~~Regular Appointments) of the Part-time Collective Agreement by the Employer.

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

- (a) evidence that all procedures of Article 5 of the Part-time Collective Agreement, except Article 5.11, have been followed;
- (b) a detailed rationale regarding the individual's ~~possible~~ ~~possible~~ contribution to the School of Education;
- (c) a description of the individual's ~~possible~~ ~~possible~~ activities, including the courses to be taught. The courses shall not exceed twelve (12) credit hours;
- (d) a suggested term for the appointment that shall not exceed two (2) years.

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

ARTICLE 7 APPOINTMENTS

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

7.01 Effective Date of Appointment

The effective date of appointment shall normally be July 1.

7.02 Term of Appointment

Appointments shall confer one of three possible terms:

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

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

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

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

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

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

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

7.03 Rank

Rank shall be designated by the Employer as one of:

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

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

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

7.05 Appointment Period

7.05.1 An Employee's appointment shall be on a yearly basis, running concurrently with the Academic Year. Although they shall not be obliged to teach without their 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 they are not engaged in teaching.

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

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

7.06.3

7.07.3 The new Letter of Appointment shall stip

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 requests for reappointment. **H Q W V D Q G D W W K H 3 U H V L**

8.01.2 The CAPT is composed of six (6) faculty members as follows: three (3) tenured Employees selected by the faculty, one (1) Employee of either Lecturer or Assistant Professor rank elected by the

8.08 Academic File

8.08.1 The Academic File shall contain only the Letter of Appointment, documents related to renewal, academic leave, promotion, and/or tenure, and documents specifically authorized for inclusion under this Agreement. Academic leave is limited to sabbatical leave, and leave without pay for academic reasons. Documents pertaining to other leaves shall be contained in the Personnel File. Only the Employee or duly authorized representatives of the Employer may add materials to the Academic File. The Academic File shall be stored in the office of the Vice-President (Academic and Research), who shall be responsible for ensuring that only authorized documentation is placed on the file.

8.08.1.1 The Academic File shall also contain annual reports and the Vice-President (Academic and Research) **T V S H U I R U P D O E H** the annual reports. The Academic File shall also contain final records of discipline when the discipline is pertinent to the relevant criteria for renewal, promotion and/or tenure (Article 8.02); any other records of discipline shall be placed in the Personnel File. These documents shall remain strictly confidential to the Employer and the Employee, subject to Article 15.01.3.

8.08.2 When applying for renewal, promotion, and/or tenure, an Employee shall, on or before the date specified in Artic] TJETQD.00000912 0 612 792 reW* nBT/F1 11.04 Tf1 0 0 1 288p3a505 44

- 8.08.7 The President, Vice-President (Academic and Research), and Appropriate Dean shall have access to the Employee's Academic File for the purpose of including material only when such material is authorized for inclusion under this Agreement.
- 8.08.8 Only the Employee or duly authorized representatives of the Employer may have access to the Academic File. The Employer shall keep a record in each Academic File of those individuals who have consulted or added materials to the Academic File, the date on which the file was consulted or had materials added to it, and the title under which the individual consulted the Academic File or added materials to it.
- 8.08.9 An Employee shall have access to their Academic File during normal business hours, and in the presence of the Vice-President (Academic and Research) or a person appointed by the Vice-President (Academic and Research) for this purpose, and shall not be allowed to remove the Academic File or any part thereof from the office of the Vice-President (Academic and Research).

that was not disclosed to CAPT, including information regarding discipline and / or confidential medical information, they may advise CAPT of that fact.

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

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

9.03 CAPT recommendation

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

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

9.03.3 In its review, the CAPT shall consider the report of the Departmental committee and the applicant's written response to that report, if any, all the documentary evidence presented to and considered by the Departmental committee and no other documentary evidence. This shall be deemed to comply with the provision for full and fair consideration in this review as specified in Article 2.06.

9.03.4 In cases of consideration for promotion to the rank of professor a formal hearing shall be held. In cases of consideration for renewal, tenure or promotion to ranks other than professor the CAPT shall either concur with the Department's recommendation or shall proceed to a formal hearing. A formal hearing shall also be held upon the request of the Employee.

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

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

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

9.03.5.2 It shall invite the Employee to appear before it on their 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 their area(s) of scholarly activity is in question, it shall solicit opinions of specialists in the area(s) of scholarly activity from outside the University;

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

9.03.5.4.3 In soliciting opinions under Article 9.03.5.4.1 or in obtaining assessments under Article

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

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

9.04 Decisions on Renewal, Promotion, or Tenure

- 9.04.1 The President shall communicate to the Employee, the CAPT, and the Department Chair, the University's decision within thirty (30) Days after the receipt of the recommendation of the committee.
- 9.04.2 The President shall not unreasonably reject a recommendation of the CAPT. In the event the President does reject such a recommendation, they shall communicate their reasons to the committee and shall meet with

- 10.04.2.1 At the request of the Appropriate Dean, the applicant, the Department Chair and the Dean shall meet to discuss the application and/or the Department's recommendation in any particular case.
- 10.04.2.2 The Deans shall each make their recommendations to the President, with a copy to the Employee, on or before August 31.

salary. An Employee with 11 or more sabbatical leave credits may apply for a one year sabbatical with remuneration equal to 100% of the Employee's normal salary. An Employee taking their first sabbatical over a twelve-month period shall receive remuneration

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taking their first two (2) consecutive sabbaticals over two (2) six-month periods shall receive remuneration equal to 100% of the (P S O R \ H I S P I R Y Q R U
(P S O R \ H I S P I R Y Q R U q281205 1 477.94 646.54 Tm0-gti

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 they had not had leave.
- 10.05.3 Up to one (1) year of a leave of absence to obtain a postgraduate degree, upon successful completion of the degree, shall normally count for credit toward sabbatical leave, as time in service in computing eligibility for tenure and promotion, and for a career progress increment pursuant to Article 18.02.3.
- 10.05.4 Leave of absence without salary for public service or for further study involving retraining may count toward eligibility for sabbatical leave if approved by the Employer at the time the leave is granted. Where such leave does count as credit toward sabbatical leave, it shall also count as time in service in computing eligibility for tenure and promotion, and the Employee's salary for the year subsequent to the leave shall be computed as though they had not had leave.
- 10.05.5 Not more than one (1) year leave of absence without salary granted under Article 10.05.2 or 10.05.4 in a seven-year period may count toward eligibility for sabbatical leave. Additional leaves of absence without salary taken in the same period shall not count toward a subsequent sabbatical leave.
- 10.05.6 Employees seeking leave of absence without salary shall apply not later than September 1 prior to the Academic Year in which leave is planned.
- 10.05.7 For leaves for which sabbatical leave credit, credit for eligibility for tenure and/or promotion, career progress increment, and/or fringe benefits are sought, the Employee shall apply for leave of absence without salary to the Department Chair and the Appropriate Dean. In the application the Employee shall include a statement of the purpose of the leave, the starting date and duration of the leave and the terms and conditions requested (with regard to sabbatical leave credit, eligibility for tenure and promotion, career progress increment, and fringe benefits). The Appropriate Dean, after consulting with the Department Chair, shall make a recommendation to the President by October 1.
- 10.05.8 For leaves of absence for which none of the above-mentioned credits and/or benefits are sought, the Employee shall apply to the President at the earliest possible time. In the application the Employee shall include a statement of the purpose of the leave, the starting date and the duration of the leave and a declaration that no credits or benefits are being sought. The President shall inform the Employee's Department of the request for leave and shall ask the Department for an evaluation of the impact of this leave on the Department's programmes. The Department shall provide an evaluation to the President as soon as possible.

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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 their 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 their 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 b.95 Tm1.4ed4 Tn to benef

10.07 Maternity, Parental and Adoption Leave and Benefits

10.07.1 Maternity Leave and Benefits

Upon request by an Employee, the University shall grant maternity leave consistent with the **Employment Standards Act** New Brunswick. The Employee will advise the Appropriate Dean in writing of the expected date of delivery, and of her intention to take maternity leave including the anticipated commencement date and duration of such leave as early as possible.

10.07.1.1 Subject to Article 10.07.1.2, the

10.07.2.2 The Employee is required to apply for EI parental benefits and must be eligible for EI parental benefits

ARTICLE 11 TERMINATION OF EMPLOYMENT

11.01 Resignation

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

11.02 Repudiation of Appointment

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

11.03 Other Termination

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

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

ARTICLE 12 RETIREMENT

12.01 Retirement

12.01.1 In accordance with the Pension Plan for Employees of St. Thomas University, an Employee may retire at or after age fifty-five (55).

12.01.2 Retirement may be:

- a) Phased-in, in accordance

- a) have not retired previously from St. Thomas University,
- b) will have attained age fifty-five (55) by their effective retirement date, and
- c)

Employee until the phased-in retirement period ends and the required Employee and Employer contributions will continue to be made to the pension plan until the date or such earlier date as may be required under applicable legislation. Employer and E

13.06 Harassment and Discrimination

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

ARTICLE 14 FINANCIAL EXIGENCY

- 14.01 The termination of the employment of any Employee because of financial exigency shall only occur after a declaration of financial exigency by the Board of Governors.
- 14.02 The Board of Governors shall not declare a state of financial exigency except on **bonafide** financial grounds.
- 14.03 If the Board of Governors believes a financial exigency exists it shall give notice to the Union of that belief together with a statement of the financial reasons for that belief and shall establish a financial commission of three (3) persons. The Board of Governors shall consult the Union to establish an agreed list of names from whom these three (3) shall be chosen. The three (3) persons shall be selected by the Board of Governors within thirty (30) days of the decision to establish a financial commission. The terms of reference of the commission shall be:
- 14.03.1 to assess whether in the light of a full examination of the University's financial situation a **bonafide** financial exigency exists;
- 14.03.1.1 the commission shall

- 14.05.1 Within twenty (20) Days of receiving the commission's report, the Senate shall make its recommendations to the President. If the President does not accept all the recommendations of the Senate they shall, within twenty (20) Days of receiving them, convoke a meeting of the Senate to discuss their reasons for rejecting or modifying them. Within thirty (30) Days of this meeting the President shall communicate their 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** all the procedures of Article 15, with the exception that the arbitration board shall be composed of a member of the Board of Governors chosen by the Board of Governors, a member of the Union chosen by the Union and the Chair of the Board of Governors.
- 14.06 The termination of the appointments of individual faculty members, made necessary by a reduction in academic staff, shall be determined under the following procedures:
 - 14.06.1 all Departments requested to reduce staff shall consider all their faculty members;
 - 14.06.2 termination of academic appointments shall be in the following order of preference:
 - 14.06.2.1 voluntary resignations shall be accepted first;
 - 14.06.2.2 leave of absence without pay shall be offered to faculty members who wish to accept it;
 - 14.06.2.3 faculty members holding appointments of limited term shall not be reappointed;
 - 14.06.2.4 faculty members eligible for early retirement under Article 12.03.2 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** a faculty member applying for a renewal of a probationary appointment under Article 9.
- 14.07 After the selection of faculty members whose probationary or tenured appointments are to be terminated and prior to their termination the Employer shall make every reasonable effort to secure other positions in the University, including administrative positions, for any such

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

- 14.08 When the appointment of an Employee is terminated because of a reduction in academic staff, the University shall:
 - 14.08.1 actively assist the individual in seeking new employment.
 - 14.08.2 provide, for Employees holding probationary or tenured appointments, severance compensation amounting to two (2) months salary for every year up to four (4) years, and one (1) month for every year beyond four (4) years, the minimum for any individual being six (6) months salary and the maximum being the lesser of eighteen (18) months salary or two-thirds of the salary payable to age sixty-five (65); Employees eligible to apply for early retirement under Article 12.03.2 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 they will be offered the first appointment within the next five (5) years in any field for which they are academically qualified, it being understood that the order of seniority shall be observed where several such Employees are qualified for the same appointment.
 - 14.08.4 attempt to provide financial assistance for individuals who wish to pursue further education and training.
- 14.09 Employees whose appointments are subject to termination because of reduction in academic staff shall receive at least nine months notice of termination.
- 14.10 The University shall not contract for sale, transfer, amalgamation or merger of the University without making every effort to ensure that all Employees continue to be employed by the new Employer. Employees whose positions are eliminated as part of any such arrangements shall be entitled to all provisions under Article 14.08.2.

ARTICLE 15 GRIEVANCE AND ARBITRATION

15.01 Preamble

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

15.01.1 The Parties agree to use every effort to resolve all grievances in a prompt, just and equitable manner, and to encourage amicable settlement of grievances arising from the administration of this Agreement.

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

15.01.3 On request of either the Union or the Employer, the other Party shall provide access to all documents relevant to the grievance to provide for an open, fair, and expeditious processing of the grievance. Documents deemed to be confidential shall be released only with the consent of the individual or groups involved.

15.01.4 There shall be no discrimination, harassment or coercion, of any kind, practiced against any person involved in the procedures specified in Article 15, or against any Employee who elects not to pursue a grievance. The Employer agrees that the Union representatives acting for a grievor shall not be hindered, coerced, restrained or interfered with in the performance of their duties as representatives.

15.02 Definitions

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

(b) Grievor: The grievor is the Union or the Employer.

15.03 Types of Grievance

(a) Individual Grievance: A grievance initiated by the Union on behalf of an3 Tm0 G[(a)] TJET00.00000912 0 61

15.04 Time Limits

15.04.1

- (a) A member or members shall inform the Union of a potential grievance within and not later than fifteen (15) Days of the event giving rise to the potential grievance, or within fifteen (15) Days of the date when this event could have first been known to have occurred.
- (b) The Union shall file a grievance according to procedures outlined in 15.07 within thirty (30) Da

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

15.07 Grievance Procedures

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

15.08 Arbitration Procedures

15.08.1 Notification of Arbitration

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

- 15.08.1.1 As an alternative to the arbitration process set out in Article 15.08.1 and/or the arbitration process set out under the **Industrial Relations Act** the Parties may mutually agree in writing to submit a grievance to an expedited arbitration process to allow the grievance to be decided by a single arbitrator within a defined time period.

15.08.2 Appointing an Arbitrator

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

15.08.3 Appointing an Arbitration Board

- (a) The arbitration board shall be composed of three (3) persons: a nominee of the Union and a nominee of the Employer and a Chair to be chosen jointly by the two (2) nominees. The Party to the Agreement giving the notice of arbitration shall indicate the name of its nominee on the board, and within seven (7) Days the other Party to the Agreement shall reply, naming its nominee. The two (2) nominees shall then select a Chair for the arbitration board.
- (b) If the recipient of the notice fails to appoint a member of the arbitration board within seven (7) Days of receiving the notice or if the two (2) appointees of the Parties fail to agree upon a Chair within five (5) Days of the appointment of the second of them, the Minister responsible for Labour in New Brunswick shall, upon the request of a Party to the Agreement, appoint a member on behalf of the Party to the Agreement failing to make an appointment, or shall appoint the third member, as the case may be, and, where the case requires, shall appoint both.

15.08.4 Arbitration Hearing

- (a) The arbitrator or arbitration board Chair shall commence hearings and shall notify the Parties concerned of the place, date and time of the hearings.
- (b) If the arbitration is on behalf of an individual or group they shall have the right to attend all arbitration hearings.
- (c) Both Parties shall have the right to present evidence and to call witnesses before the board and to cross-examine other witnesses.
- (d) In all other respects the arbitrator or the arbitration board shall determine its own procedures, but all Parties shall be given full opportunity to present evidence and to make any recommendations.

15.08.5 Arbitration Decision

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

15.08.6 Arbitration Costs

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

ARTICLE 16 DEPARTMENT CHAIRS

- 16.01 The selection and review of Department Chairs shall be governed, except as otherwise provided in this Agreement, in accordance with the University's statement on "Policy for the Selection and Review of Chairs" as approved by the Board of Governors (Appendix G).
- 16.02 When a new Department is established by the University, the University shall appoint its first Chair who shall hold office for a period of two (2) Academic Years, subject to the provisions of the policy contained in Appendix G.
- 16.03 The Department Chair:
- (a) shall provide leadership consistent with the principle of **primus inter pares** ensure the effective operation and development of the academic Department;
 - (b) shall convene and chair regular meetings with the Department on matters of importance to the Department or the University;
 - (c) shall advise the Appropriate Dean on matters pertaining to the academic Department or Subject Area including the teaching assignments of faculty, and the management of course enrolments within the academic Department consistent with Articles 17.01 (Assignment of Teaching) and 17.04 (Class Size);
 - (d) shall represent the academic Department on Senate, University committees and at various -0.114 Tc[(by)] TJET@.00000912 0 612 792 reW* nBT/F1 12 792 reW* nBT/F1 11d0009W* g0 Gac

- 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 their 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

17.01.7 Submission of Final Grades

17.01.7.1 Employees shall submit final grades to the Registrar before the following deadlines:

- (i) for the Teaching Year, within seven (7) Days of the final day of the exam schedule;
- (ii) for Intersession and Summer Session, within seven (7) Days of the last scheduled day of classes.

17.01.7.2 If an Employee is unable to meet these deadlines, the Employee shall notify, in advance and in writing, their Chair in

courses beyond the standard teaching load as equivalent to part or all of the research and service responsibilities.

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

17.02.4.4 Employees who under Article 17.02.4.2 of the Agreement substitute service for teaching or teaching for service shall have that substitution duly recognized in any application for promotion and tenure. Service and teaching minima in the Statement of Standards (Appendix E) shall be adjusted for such Employees and recognized by the CIP (2019) apply to the Standards.

17.02.4.5 The rejection of any (P S O R \ H H \ V D S S O L F D W L R Q I R U D standard teaching load is not subject to grievance except under Articles 2.05 and 2.06.

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

17.02.4.7 Department Chairs are entitled to a reduction of one (1ET01 01 01 0 612 792 reW* nBT/

courses the Department proposes to offer in the upcoming Intersession and Summer Session, along with the rationale for the proposed courses. The Intersession Committee shall review the I

with the Appropriate Dean. Employees who receive a release under this Article shall submit a report to the Senate Research Committee on the research activity that was facilitated by the release within twelve (12) months of having taken the release.

17.05.2 Employees who have a teaching load reduction shall not be

Employees shall be proportionate to the reduced work load status in place at the time of the participation in the programme.

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

17.07 Outside Employment and Extension Courses

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

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

17.08 Office and Equipment

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

17.09 Vacation and Holidays

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

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

ARTICLE 18 SALARIES AND ALLOWANCES OF EMPLOYEES

18.01 Salary Scales

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

18.01.1 Effective July 1, 2022, the floors and ceilings for annual salaries according to rank shall be:

	<u>Floor</u>	<u>Ceiling</u>
Lecturer	65	

(iii) To account for preparation and grading, the pro-rated compensation calculated in the above situations shall be multiplied by 1.3.

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

18.03.3 Each Employee who supervises an Honours thesis in the Bachelor of Arts degree or **D O D V W H U T V W K H V L W L Q W K H U F K R R I 6 R F L** 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 U T V 6 W

18.03.4.1 The Chair of a Department who does not receive a reduction in course load pursuant to Article 17.02.4.7 shall be paid (i) a stipend of \$4,000 if the Full-time equivalent faculty positions in the Department is four (4) or less; (ii) a

Agency. 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.

19.01.1 Contributions to the pension plan shall be:

Employer contribution: 7% of salary*;

Employee contribution: 5% of salary* (if sal

- 19.04 The University shall provide each Employee with a full statement of all pensions and benefits, including types and amounts of insurance and beneficiaries named, at the time of appointment and at the beginning of each Calendar Year.
- 19.05 For the purposes of pensions and benefits, including tuition reductions, "spouse" shall apply to married persons as well as persons cohabiting with an Employee in a common law relationship as defined by Provincial legislation.

ARTICLE 20 PROFESSIONAL DEVELOPMENT REIMBURSEMENT

- 20.01 Effective July 1, 2019, the University will provide a professional development fund of \$40,000 annually, in addition to the allowance provided in Article 20.02. All Employees will be eligible to apply for allocations from this fund in accordance with the policies and procedures developed by the Vice-President (Academic and Research) in consultation with the Senate Research Committee.
- 20.01.1 Effective July 1, 2010, upon initial appointment, all Employees holding a probationary appointment shall receive a start-up grant of \$2000, in addition to the allowance provided in Article 20.02.
- 20.02 A Professional Development Reimbursement account 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 Reimbursement account for Employees on other types of leave shall be pro-rated according to the duration of the leave.
- 20.03 The Professional Development Reimbursement account 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 their Professional Development Reimbursement account in any one (1) Academic Year may carry forward the balance into the next Academic Year. The maximum that may be carried forward shall be equal to the Professional Development Reimbursement account for one (1) Academic Year.
- 20.06 Materials purchased by Employees under this Article shall be owned by the University; however, such materials may remain in the custody of the Employee for their use in teaching and/or research.

ARTICLE 21 ANNUAL REPORT AND REVIEW

- 21.01 The University and the Union agree that an annual report and review are valuable means of advancing the University's educational goals and of supporting professional development. To this end, Employees may be required to provide an annual report and the University may review the performance of Employees on the basis of the annual report. Employees may review this information with the Vice-President (Academic and Research) as a means of advancing professional development goals.
- 21.02 At the end of the Teaching Year, the Vice-President (Academic and Research) may request an annual report of all Employees. In response to such a request, Employees shall provide an up-to-date **Curriculum Vitae** and a written report of their professional activities for the past twelve months, and a plan for the coming Academic Year. The report shall include an **(P S O R \ H H \ V D E F B X Q W R I** the activities with respect to (a) teaching, (b) scholarship, and (c) service noting any workload substitutions approved under Article 17.

ARTICLE 22 TERM OF AGREEMENT

22.01 Duration

This Agreement shall enter into force on July 1, 2022, after signature by the President of the University and the President of the Union and shall remain in force until and including June 30, 2025. The Agreement shall continue from year to year after June 30, 2025 unless either Party gives the other Party notice in writing

Established Positions as of July 1, 2022

Department	July 1, 2022
Anthropology	4.0
Criminology	9.0
Economics	3.0
Education	6.0
English	11.0
Fine Arts	3.0
Gerontology	3.0
GRID	2.0
History	9.0
Human Rights	3.0
Journalism	4.0
Math & STS	3.0
Native Studies	2.0
Philosophy	5.0
Political Science	4.0
Psychology	13.0
Religious Studies	4.0
Romance Languages	8.0
Social Work	9.0
Sociology	9.0

APPENDIX B 2022-2023 SALARY GRIDS

y-value	Lecturer	Assistant Professor	Associate Professor	Professor
0	\$65,443			
1	\$69,276*	\$433,000		

APPENDIX C 2023-2024 SALARY GRIDS

y-value	Lecturer	Assistant Professor	Associate Professor	Professor
0	\$66,719			
1	\$70,627			
2	\$74,535			
3	\$			

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 thi

- 5.4 Evidence which may be presented: In respect of quality of scholarship and research the candidate should submit an explanatory cover letter, other supporting documentation such as references and citations, and copies of printed or electronic publications, papers presented at scholarly conferences, etc. "Publications" include work formally accepted for publication by reputable journals or publishers. Citation by others in the field, reception of grants, fellowships, awards and participation in funded research and substantial creative work relevant to the discipline or scholarly or artistic field, might also constitute evidence. Copies of any pu

For Promotion to or Appointment to the Rank of Associate Professor

(Effective: July 1, 1995)

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

1. Academic Credentials

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

2. Length of Service

The candidate must have at least four years of Full-time university faculty membership in the rank of Assistant Professor completed by the date of promotion. For the purpose of determining length of service at rank, faculty members who receive an adjustment in rank as

- 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 projects. 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 projects.

For Promotion to or Appointment at the Rank of Assistant Professor

(Effective: July 1, 1994)

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

1. Academic Credentials

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

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

2. Teaching

The candidate must establish that their 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, syl

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

5. Scholarly and Research Activity

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

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

6. Service

The candidate must establish that they have participated on a regular basis and at a continuing level in University governance, non-remunerated professionally related service to the community, or to

For Renewal of Probationary Appointment

The candidate must establish:

- A. That their teaching has been of satisfactory quality; and
- B. That they are making significant and verifiable progress toward meeting the standards for conferral of tenure.

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

APPENDIX G POLICY FOR THE SELECTION AND REVIEW OF CHAIRS

1.0 Definitions

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

2.0 Term of Office

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

3.0 Eligibility

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

4.0 Notification

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

5.0 Procedure of the Senate

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

6.0 Procedures of the Search Committee

- 6.1 The committee will invite applications by general notice, and by seeking out suitable candidates.
- 6.2 If there is only one candidate, and that candidate is satisfactory to a majority of the members of the Department and to the President, the committee will recommend to the President that the candidate be appointed.

- 6.3 In cases where there is more than one candidate:
 - 6.3.1 the committee will interview suitable candidates; and then
 - 6.3.2 the committee will consult with the Department as to the Department's preference; and finally
 - 6.3.3 the committee will forward a report containing its recommendation to the President.
- 6.4 In cases where there is no candidate, or no candidate who is acceptable to the committee

