Thirteenth

COLLECTIVE AGREEMENT

Between

THE UNIVERSITY OF NEW BRUNSWICK

And

THE ASSOCIATION OF UNIVERSITY OF NEW BRUNSWICK TEACHERS

Full-Time (Group 1)

July 1, **2016** – June 30, **2020**

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Article 1 DEFINITIONS

1.01 For the purpose of this Collective Agreement, the following definitions have been agreed upon by the Parties to this Collective Agreement:

Academic Department: means a Department or School on either campus, exclusive of the School of Graduate Studies.

Academic Year: designates the period of time from the first day of July in a calendar year to the last day of June in the next calendar year, inclusive.

Archivist: means an Employee with either a graduate degree from a recognized program in Archival Studies; or a graduate degree in History or Library Science combined with professional experience as an Archivist, and with the rank of Archivist I, Archivist II, Archivist III, or Archivist IV.

Association (AUNBT): is the Association of University of New Brunswick Teachers, and any person(s) duly appointed by it to act on its behalf. The Association is the trade union as defined under the *Industrial Relations Act*.

Chair: means the Chair or Director of an Academic Department or his/her designate(s), if any.

Day: means working day.

Dean: means the Dean of a Faculty and the **Dean** of Libraries (Fredericton), as appropriate, or his/her designate(s), if any.

Employee: is an Employee of the University of New Brunswick included in the Bargaining Unit as described in the Order of Certification, Number I.R.B. 1-2-78, issued March 30, 1979, by the Industrial Relations Board of the Province of New Brunswick, as specifically amended by Article 3 of this Collective Agreement.

Faculty Member: is an Employee with the rank of Professor, Associate Professor, Assistant Professor or Lecturer.

Institute: shall be understood to mean any research institute or research center approved by Senate and operating under the aegis of the School of Graduate Studies.

Instructor: is an Employee with the rank of Instructor, Senior Instructor or Senior Teaching Associate.

Librarian: means a Professional Librarian with a graduate degree from an accredited school of library and information science and with the classification of Librarian I, Librarian II, Librarian III, or Librarian IV.

Normal Retirement Date: means the end of the academic year during which the Employee attains the age of 65.

Nurse Clinician: is an Employee with the rank of Nurse Clinician I, II or III. A Nurse Clinician I is a Registered Nurse with a minimum of a BN or BScN. A Nurse Clinician II is a Registered Nurse with a BN or BScN employed by the Nursing program as of July 1, 2006 and with a completed Master's degree in a discipline other than Nursing by July 1, 2006. A Nurse Clinician III is a Registered Nurse with a BN or BScN and a MN or MScN.

Parties: means the parties to this Collective Agreement, namely the University of New Brunswick and the Association.

Regular Academic Year: designates the period of time from the first day of registration in the month of September to the date set for Encaenia in the next calendar year, inclusive.

Research Associate: is an Employee with the rank of Research Associate or Senior Research Associate.

Senate: means the appropriate Senate or Senates as constituted under the *University of New Brunswick Act* (1968) as amended from time to time.

Tenured Appointment: means an appointment without term, subject to the provisions of this Collective Agreement.

University and UNB: is the Corporation of the University of New Brunswick as incorporated under Chapter 63 of the *Acts 22 Victoria (1859)*, as amended, and continued by the *University of New Brunswick Act (1968)*, as amended, and any person(s) duly appointed to act on its behalf. The University of New Brunswick is the employer as defined under the *Industrial Relations Act*.

Article 2 PREAMBLE

2.01 The Parties acknowledge the objectives and purposes of the University to be the attainment of high standards of academic excellence, the advancement of learning and the pursuit and dissemination of knowledge. These objectives and purposes are to be achieved principally through teaching, scholarship, research and service to the University and the community at large.

The Parties recognize that they each have a responsibility to encourage within the University an environment which is conducive to the achievement of these objectives.

The Parties agree that the purpose of this Collective Agreement is to establish specific contractual provisions which promote and maintain harmonious relationships between the Parties in accord with these objectives, and to provide fair, just and equitable means for settling disputes which may arise from time to time.

Article 3 RECOGNITION

3.01 The University of New Brunswick recognizes the Association as the sole and exclusive bargaining agent for the unit defined in the Order of Certification numbered I.R.B. 1-2-78 (Appendix A) issued on March 30, 1979 by the New Brunswick Industrial Relations Board, as amended from time to time by the Labour and Employment Board, or by the Parties.

3.02 It is agreed that persons who are employed full-time for less than one (1) academic term (in the case of Faculty Members or Instructors) or full-time for less than 90 days (in the case of other classifications) shall not be included in the bargaining unit.

Article 4 MANAGEMENT RIGHTS

4.01 The Association recognizes the power, authority, right, privilege and responsibility of the University of New Brunswick to manage the operations of the University of New Brunswick in all respects, as set out in the *University of New Brunswick Act*, except as specifically abridged, or modified by this Collective Agreement.

Article 5 COLLEGIAL RIGHTS

5.01 The University of New Brunswick recognizes the right, privilege, responsibility and desirability of Employees to participate in the collegial processes of the University, as set out in Senate regulations, guidelines, policies, and decisions, as approved by the Board of Governors and as set out in the *University of New Brunswick Act* except as specifically abridged or modified by this Collective Agreement. The Parties recognize the importance of these academic, personnel, and governance processes and will work together to promote collegiality. The Parties agree that openness and transparency are important for collegiality and accountability.

Article 6 RIGHTS OF THE ASSOCIATION

6.01 (a) The University of New Brunswick shall provide the Association, without charge, with a suitably serviced and maintained, centrally located office on each campus, and with the use of the internal postal service of the University of New Brunswick. The Parties agree that, where the Association's full-time bargaining unit is sharing office space with its part-time bargaining unit, in the event of work disruption involving the part-time unit, the full-time unit shall maintain its access to office space and services independent of the part-time unit.

(b) Meeting rooms on either campus may be booked by the Association through the room booking procedures applicable to academic departments and will be available without charge.

(c) Internal mail, telephone, duplication, computing and audio visual services, and such other University of New Brunswick services as may be agreed upon from time to time, shall be available to the Association on either campus on the same basis and at the same rates as are applicable to academic departments.

Agreement on the use of such other University of New Brunswick services by the Association shall not be unreasonably withheld by the University of New Brunswick.

6.02 The University agrees to place a printer friendly version and a searchable version of this collective agreement on its website within 15 days of the signing of this agreement. Letters of appointment shall include the URL of the collective agreement and advise new Employees of the right to receive a printed copy on request to Human Resources and Organizational Development.

The University agrees to print and provide to the Association, without charge, 100 printed copies of this Collective Agreement (including all appendices).

6.03 The University of New Brunswick agrees to arrange for a courtesy account for use by the Association, to which charges incurred by the Association shall be debited for payment by the Association. On a monthly basis, the University of New

Brunswick agrees to provide the Association with a line by line statement of all transactions made on this account during the previous month.

6.04 Individuals employed by the Association shall not participate in the University of New Brunswick's benefits plans and shall not be subject to the University of New Brunswick's personnel policies, but shall have access to University facilities on the same basis as Employees of the University of New Brunswick in similar classifications.

Article 7 ASSOCIATION SERVICE

7.01 Subject to meeting their responsibilities and scheduled duties under Article 16, Employees shall have the right to participate actively in the Association. Such participation shall be treated, for assessment purposes only, neither more nor less favourably than other committee service and similar duties performed for Academic Departments, Faculties, Libraries, and the University.

7.02 The President of the Association and the Chair of the Association Grievance Committee shall each receive a reduction of:

(a) Two (2) term courses per year in the case of an Employee who normally teaches four (4) courses,

(b) Two (2) term courses during the first year and three (3) term courses during the next year in the case of an Employee who normally teaches five (5) term courses,

(c) three (3) term courses per year in the case of an Employee who normally teaches six (6) courses,

(d) three (3) term courses during the first year and four (4) term courses during the second year in the case of an Employee who normally teaches seven (7) term courses, or

(e) the equivalent in the case of a Librarian or Archivist.

Article 8 ASSOCIATION MEMBERSHIP

8.01 No person shall be required to join the Association as a condition of employment.

8.02 Subject to the provisions of Article 8.03 and upon written authorization by the Association, the University of New Brunswick agrees to deduct on a bi-weekly basis the dues or assessments of the Association during the life of this Collective Agreement, from the salary of each Employee.

8.03 Employees may register, in writing, with the Association (copy to the President of the University) an objection to paying these dues or assessments. Such objection may be on the grounds that the Employee is a practicing member of a recognized religion which has a doctrine against paying dues or the equivalent of dues to any union. Such objection may also be on the grounds that the Employee has expressed a personal conviction, as a matter of conscience, against paying dues or the equivalent of dues to any union. These objections shall be registered within twenty (20) days of the signing of this Collective Agreement or within twenty (20) days of return of an Employee who is absent from the University or within twenty (20) days of entering the bargaining unit for persons who are not Employees in the bargaining unit at the time of signing of this Collective Agreement. The Association

shall carefully consider each objection and shall advise the Employee and the University of New Brunswick if an objection is justified. If the Association upholds the objection, the Employee shall pay the equivalent of dues by payroll deduction to a University of New Brunswick Scholarship Fund.

8.04 Employees who register an objection to paying the dues and assessments of the Association in accordance with the provisions of Article 8.03, and whose objection was upheld by the Association, shall retain their exemption from the payment of dues and assessments to the Association. In the case of persons who were Employees prior to the signing of this Collective Agreement the provisions of Article 8.03 shall apply only to those Employees who entered the bargaining unit within twenty (20) days prior to the signing of this Collective Agreement.

8.05 The University of New Brunswick agrees to remit to the Association the amounts deducted under Article 8.02 on the next working day following each pay day. The University of New Brunswick shall inform the Association in writing of the names and ranks of the Employees from whose salaries such deductions have been made, and the amounts deducted from each Employee's salary.

8.06 The Association agrees to hold the University of New Brunswick harmless for any action arising out of wrongful deductions of money for Association dues, or their equivalent, resulting from the Association's instructions.

Article 9 RIGHTS UPON ENTRY TO, RE-ENTRY TO AND EXCLUSION FROM THE BARGAINING UNIT

9.01 Individuals employed by the University of New Brunswick who are excluded from the bargaining unit because of their positions shall enter or re-enter the bargaining unit upon leaving a position excluding them from the bargaining unit, and shall be entitled to the rights, privileges and accumulated credits they would have received if the time served in the position excluding them had been served in the bargaining unit.

9.02 Individuals with University of New Brunswick faculty ranks who are eligible for tenure or promotion on the basis of Articles 23 and 24, but who are excluded from the bargaining unit because of their positions shall be assessed with respect to tenure or promotion on the same basis as Faculty Members who are in the bargaining unit.

9.03 Prior to Employees being excluded from the bargaining unit by accepting an offer to, or offering for election to, a position outside the bargaining unit but in which they would otherwise continue as Employees, the University of New Brunswick shall advise in writing each Employee an indication of his/her changed circumstances in respect to the provisions of this Collective Agreement.

Article 10 WORK OF THE BARGAINING UNIT

10.01 The University of New Brunswick agrees not to employ persons who are not Employees in the bargaining unit to perform any of the duties normally performed by Employees, except as specified below:

(a) persons excluded from the bargaining unit by the Order of Certification as specifically amended by Article 3.02 of this Collective Agreement, provided that such persons hold a rank and academic qualifications consistent with the duties performed;

(b) students registered in the School of Graduate Studies engaged in instructional duties under the supervision of an Employee, in accordance with the rules and regulations of that School;

(c) undergraduate students registered in the University, engaged in marking, demonstrating or similar duties, under the supervision of an Employee;

(d) persons working on a part-time basis, with a relevant Multi-Year Appointment as provided in the provisions of Article 20A of the Contract Academic Employees (Group 2) Collective Agreement without prior circulation of notices. Also included are persons working on a part-time basis without a relevant Multi-Year Appointment, provided that notices of the positions have first been circulated to the members of the Academic Department or Faculty and have been posted in the Academic Department or Faculty concerned, with a copy to the Association, and at least five (5) days after the posting have been allowed for Employees to request assignment of these duties. Such requests shall be considered by the University of New Brunswick on the basis of the qualifications and experience required, and the availability of the Employee to perform the duties at the scheduled times. Subject to the provisions of Article 20A of the Contract Academic Employees (Group 2 Collective Agreement) regarding Multi-Year Appointments, a qualified Employee with appropriate experience shall be assigned such duties upon his/her request provided he/she is available to perform the duties at the scheduled times, and provided such duties will not, as determined by the Dean pursuant to Articles 19A, 19B, 19C and 19E, prevent fulfillment of the Employee's professional responsibilities as set out in Articles 16A, 16B, 16C and 16D. Subject to Articles 19A, 19B, 19C and 19E, the University may assign such requested duties as part of individual teaching load. The rate of payment and eligibility for stipends for such duties are as set out in Article 36B.01. Where such part-time appointments must be made urgently for sound academic reasons, exceptions to the advertising requirement may be authorized by the Dean, who shall inform the Association immediately, giving reasons.

10.02 Appointments to work on a part-time basis may be made by the University of New Brunswick only for one (1) of the following purposes:

(a) to teach a course usually taught by a Faculty Member or Instructor who is on leave where that Faculty Member or Instructor has not been replaced, or on a reduced teaching load;

(b) to teach a course requiring specialized skills, particular expertise and/or experience;

(c) to respond to specific short-term teaching needs such as, enrolment changes or experimental courses;

(d) to meet staffing needs resulting from unexpected resignations, unexpected early retirements, illness, unanticipated recruiting difficulties, or similar unforeseen circumstances;

(e) to teach a degree credit course for the College of Extended Learning;

(f) for such other reasons as may, from time to time, be agreed upon by the Parties.

10.03 No Employee shall receive a lesser teaching stipend for a particular course than that received by persons employed in accordance with this Article except in the case of stipends paid to those persons employed in accordance with this Article who are:

(a) retired former Employees; or

(b) in a market differential area determined in accordance with Article 36A.

This Article does not preclude the use of fluctuations in individual teaching loads of Employees as provided for in Article 19.

Article 11 UNB-AUNBT RELATIONS

11.01 Pursuant to Article 3, the University of New Brunswick shall not bargain with or enter into any agreement with any Employee or any group of Employees concerning terms and conditions of employment or any matter in conflict with the terms of this Collective Agreement, except as expressly authorized in writing by the Association.

11.02 Within five (5) days of the signing of this Collective Agreement, the University of New Brunswick shall provide in writing to the Association a list of the names of its representatives authorized to transact business with the Association. The University of New Brunswick shall maintain the currency of its list and the Association shall recognize only those representatives of the University of New Brunswick whose names are on this list.

11.03 Within five (5) days of the signing of this Collective Agreement, the Association shall provide in writing to the University of New Brunswick, a list of the names of its representatives authorized to transact business with the University of New Brunswick. The Association shall maintain the currency of its list and the University of New Brunswick shall recognize only those representatives of the Association whose names are on this list.

11.04 The Association shall have the right at any time to call upon the assistance of representatives of the Canadian Association of University Teachers (C.A.U.T.) or the Federation of New Brunswick Faculty Associations (F.N.B.F.A.) or any other counsel it deems advisable. When negotiating with the University of New Brunswick, assisting in the presentation of a grievance, or otherwise conducting business with representatives of the University of New Brunswick, such Association representatives or counsel shall be properly accredited by the Association and the extent of their authority shall be clearly defined and communicated in advance and in writing to the University of New Brunswick. Such representatives or counsel shall have normal access to University of New Brunswick premises to consult with Employees.

11.05 A Joint Liaison Committee shall be established within ten (10) days of the signing of this Collective Agreement.

11.06 The Joint Liaison Committee shall be composed of four (4) representatives of the Association and four (4) representatives of the University of New Brunswick. The Committee shall be chaired jointly by one (1) of the representatives of the Association and one (1) of the representatives of the University of New Brunswick who shall together be responsible for preparing and distributing agenda and minutes of meetings.

11.07 The Joint Liaison Committee shall review matters of concern arising from the application of this Collective Agreement, including concerns related to collegial processes referred to in Article 5, but excluding any dispute which is at that time being resolved under the grievance and arbitration procedures set out in Article 41. This Committee shall attempt to foster better communication and more effective working relationships between the Parties and shall attempt to maintain a spirit of co-operation and respect between the Parties.

11.08 The Joint Liaison Committee shall meet when deemed necessary or useful by mutual agreement of the Parties, or within five (5) days of written notice being given by either Party.

11.09 The Joint Liaison Committee shall determine its own procedures subject to the provision that a quorum shall consist of at least three (3) representatives of each Party.

11.10 The Joint Liaison Committee shall not have the power to add to or to modify the terms of this Collective Agreement.

Article 12 CORRESPONDENCE

12.01 All correspondence between the Association and the University of New Brunswick arising out of this Collective Agreement or incidental thereto, unless otherwise specified in this Collective Agreement, shall pass between the President of the Association of University of New Brunswick Teachers or his/her designate and the President of the University of New Brunswick or his/her designate. Where written notice is specified in this Collective Agreement, receipted delivery service of the internal mail service will be deemed required and adequate means. The addresses of the Parties shall be as follows:

(a) The President
Sir Howard Douglas Hall
University of New Brunswick

(b) The President
Association of University of New Brunswick Teachers
Room 115
I.U.C.
University of New Brunswick

Article 13 INFORMATION

13.01 The University of New Brunswick agrees to provide to the Association:

(a) the names, ranks, salaries and starting dates of all new Employees within thirty (30) days after the first pay day;

(b) the names of all Employees whose employment has been terminated and the dates of such terminations within thirty (30) days of termination;

(c) the names, new ranks and, where applicable, the new salaries of Employees who have received promotions, and the effective dates of such promotions, not later than thirty days after the effective dates or within thirty (30) days after their approval, as appropriate;

(d) on July 30 of each year, or within thirty (30) days of its approval, whichever is sooner, a list of all Employees granted leave for the present academic year, or part thereof, the type of leave granted and the percentage of salary while on leave;

(e) a list and detailed description of all fringe benefits plans applicable to Employees, and the rates charged to Employees for these plans;

(f) in the Fall, Winter, and Summer terms of each year, a report showing the number of students enrolled in each of the credit courses offered by the University of New Brunswick, together with the name of the person teaching each course and each section of each course;

(g) a copy of the annual audited Report and Financial Statements of the University of New Brunswick within ten (10) days following approval for release by the Board of Governors;

(h) a copy of all official press releases made by the University of New Brunswick, at the time of release;

(i) at the time of release, a copy of any official public representations or briefs made in writing by the University of New Brunswick to any government agency, department or representative;

(j) a copy of the agenda and the minutes, at the time of distribution, of any open meetings of the Board of Governors and any supporting documents to these agenda items;

(k) the names of all persons appointed or elected to positions on the Board of Governors or committees thereof, together with any terms of reference of those committees;

(l) copy of the annual report of the Vice-President (Academic) on academic staffing for each year from 1983-84 for the Fredericton campus. The annual report on academic staffing for the Saint John campus will be provided by the Vice-President (Saint John). These reports will be provided within ten (10) days of their completion;

(m) such other information as may be set out elsewhere in this Collective Agreement.

13.02 The University of New Brunswick agrees to authorize Statistics Canada to release to the Association, on an annual basis, the following tables based on the Salary Analysis System for full-time University Teachers, concerning the University of New Brunswick only, as per the major categories in the official Statistics Canada request form, that is: Tables 1, 2, 3, and 4 to the level of disaggregation regarding appointment category, sex, discipline, rank and administrative function. It is understood that Table 1 categorizes by age, Table 2 by years since award of first degree, Table 3 by years since award of highest degree and Table 4 by years since nomination to present rank. It is agreed that the data will not be presented in such a way that individual Employees can be identified.

13.03 The Association agrees to provide to the University of New Brunswick:

(a) the names of all Employees appointed or elected to positions in the Association or to positions on committees thereof, together with any terms of reference of those committees;

(b) a copy of the annual audited financial statements of the Association;

(c) a copy of all official press releases made by the Association, at the time of release;

(d) a copy of the agenda and the minutes, at the time of distribution, of any open meetings of the Association;

(e) at the time of release, a copy of any official public representations or briefs made in writing by the Association to any government agency, department or representative.

13.04 The University of New Brunswick agrees to provide to the Association and make readily available to the University Community on or before **February 1** a list of all academic and non-academic organizational units. The list will show the number of full-time AUNBT and non-AUNBT employees in each unit throughout the preceding calendar year, by academic rank or employment classification. For full-time Association members, the list will also specify the numbers of tenure, tenure stream and term appointees as of **October 1** by department (where applicable) and faculty.

13.05 In May of each year, the University shall share with the Association a four year projected plan showing the estimated authorized Employee complement for each department and non-departmentalized faculty. The only grievable obligation under this Article is to provide a copy of the projected plan. The projected plan shall be non-binding and is for informational purposes only. The projected plan may be updated at the sole discretion of the University.

Article 14 ACADEMIC FREEDOM

14.01 The unimpeded search for knowledge and its free exposition are vital to a university and to the common good of society. To this end, the Parties agree to strive to uphold and to protect the principles of academic freedom and not to infringe upon or abridge academic freedom as set out in this article.

14.02 Employees shall have:

(a) freedom of discussion, freedom to criticize, including criticism of the University of New Brunswick and the Association, 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;

(b) freedom in the choice and pursuit of research, and freedom to disseminate or to withhold dissemination of the results and conclusions of such research;

(c) freedom in the choice and pursuit of teaching methods, and to state their views on matters relating to their discipline.

This Article 14.02 is subject to Articles 22A.15, 22B.15, 22C.15 and 22E.14.

14.03 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.

14.04 Academic freedom does not confer legal immunity, nor does it diminish the obligation of Employees to meet their responsibilities to the University of New Brunswick. Employees shall not be hindered or impeded in any way, by either of the Parties, from exercising their legal rights, nor shall they suffer any penalties because of the exercise of such legal rights.

Article 15 NON-DISCRIMINATION

15.01 There shall be no discrimination, interference, restriction or coercion exercised or practiced regarding any matter including, but not limited to: salary, rank, classification, appointment, promotion, tenure, termination of employment, layoff, sabbatical leave, other leaves, fringe benefits, or any other terms and conditions of employment by reason of age, race, creed, colour, ancestry, national origin, place of birth, language (except where the lack of language competence would clearly prevent carrying out the required duties), political or religious affiliation or belief, clerical or lay status, citizenship (except for new appointments as provided for through this Collective Agreement), sex (except for new appointments as provided for through this Collective Agreement), sexual orientation, gender identity or expression, personal characteristics, marital status, family relationship, state of physical or mental health (except where the state of health would clearly prevent the carrying out of required duties), place of residence (except where the place of residence would clearly prevent the carrying out of the required duties), membership or participation in the Association.

15.02 No Employee and no person acting on behalf of the University of New Brunswick or the Association shall take part in discussions, or vote, or in any way attempt to influence the outcome of any matter concerning salary, rank, appointment, promotion, tenure, termination of employment, layoff, sabbatical leave, other leaves, fringe benefits, or any other terms and conditions of employment of any person(s) in his/her immediate family.

15.03 Any alleged violation of the terms of this article will be subject to the grievance and arbitration procedures set out in this Collective Agreement.

Article 16A PROFESSIONAL RESPONSIBILITIES OF FACULTY MEMBERS

16A.01 Faculty members have certain rights, duties and responsibilities which derive from their positions as teachers and scholars and which reflect the rightful expectations of the University of New Brunswick, the Faculty Members and the students.

16A.02 The responsibilities of Faculty Members shall be an appropriate combination of:

(a) dissemination of knowledge through undergraduate and/or graduate teaching; and

(b) research, scholarly or other creative activities; and

(c) academic service.

The Dean may also assign reasonable duties which are not in conflict with this Collective Agreement. There shall be consultation with Faculty Members prior to

the assignment of such duties. The pattern of these responsibilities may vary from individual to individual and from time to time subject to the Dean's assignment of workload set out in Article 19, taking into account that for the majority of Faculty Members, the principal duties will be in areas (a) and (b), and that for a Faculty Member holding a research rank, the principal duty will be in area (b). The University of New Brunswick shall make every reasonable attempt to facilitate the work of Faculty Members.

16A.03 Faculty members have the responsibility to deal fairly and ethically with students and other members of the academic community, to avoid discrimination, to foster a free exchange of ideas and to refuse to practice or permit censorship, to respect the principles of confidentiality in a manner consistent with their academic role, to acknowledge their indebtedness to students and/or colleagues in relation to their own research, to uphold and to protect the principles of academic freedom, and to seek the highest possible standards of scholarship.

Dissemination of Knowledge

16A.04 This involves undergraduate and/or graduate teaching and may contain elements of continuing education which fall within the Faculty Member's area of expertise and which have been approved by the Dean.

(a) Faculty members have an obligation to develop and maintain their scholarly competence and effectiveness as teachers within their area of expertise, to conscientiously prepare and organize their subject matter and to revise that subject matter on a regular basis as appropriate for that subject. They shall inform their students of the methods of instruction and evaluation in their courses, giving due regard to Senate regulations in these matters. Upon written request they shall provide a course outline to the Chair (or Dean in a non-departmentalized faculty) giving due regard to Senate regulations and the University Calendar within two (2) weeks of the first day of classes.

(b) Whenever possible, there shall be prior consultation with Faculty Members on the assignment of teaching duties. Once such duties have been assigned by the Dean in accordance with Article 19, it is the responsibility of Faculty Members to teach the assigned courses to students registered in them, at a time and place designated or approved by appropriate University authorities and in a manner which reflects the description in the Calendar, or as approved at the appropriate level. Faculty members shall be available regularly for individual consultation with their students beyond class or laboratory hours and shall inform their students, and upon written request their Dean, of such arrangements.

(c) Faculty members shall comply with formally approved and published procedures and deadlines concerning the reporting and reviewing of the grades of their students, and such other formally approved and published procedures and deadlines as may be reasonable and necessary for the well-ordered operation of the teaching programs of the University.

For the purposes of 16A.04(c) only, publication means that the procedures and deadlines have been printed in a current University Calendar, or circulated to each Faculty Member.

Faculty members shall accept reasonable responsibility for academic counseling, supervision of examinations and other related activities as may be necessary and reasonable and which are not in conflict with this Collective Agreement.

(d) Faculty members have the responsibility to schedule and organize their instruction within relevant academic regulations, and the right and responsibility to maintain an orderly and productive academic environment.

(e) Faculty members may cancel or terminate scheduled instruction only for good cause and they shall so notify the Dean. If possible, they shall give their students advance notice of such cancellation. Faculty members shall make every reasonable effort to reschedule instruction. Students and the Dean shall be informed of such rescheduled instruction.

(f) Supervision of students' research and practical work and of their theses preparation, as well as participation in the evaluation of their theses, are integral aspects of teaching responsibilities.

Research, Scholarly or Creative Activity

16A.05 This involves the creation of new knowledge, and/or the creative use of existing knowledge, and/or the organization and synthesis of existing knowledge and/or creative expression, in the Faculty Member's area of expertise.

(a) Research, scholarly or creative activity within their area of expertise conducted by Faculty Members in the course of their duties shall have as its primary objectives the increase of knowledge and understanding, and the improvement of the Faculty Members' teaching and scholarly competence.

(b) Faculty members have the right, and shall be encouraged and expected, to devote a reasonable portion of their time to meaningful research, scholarly or other creative activities.

(c) Where appropriate in their published work(s), Faculty Members shall indicate their affiliation with the University of New Brunswick and their reliance on the work and assistance of others, if any. It is the responsibility of Faculty Members to make the results of their research, scholarly or creative activity in their discipline available for review and assessment in a form in which it can be evaluated. Therefore, the results and conclusions of research, scholarly or creative activity shall normally be made accessible to the scholarly and general public through publication, public lectures or other means appropriate to their area of expertise. When contract research is to be performed using University facilities, the prior written authorization of the University of New Brunswick for such use is required. Faculty members may agree to delay for a specified period of time the dissemination of the results of contract research which uses University facilities, only if such delay is authorized by the University of New Brunswick in writing. Any such authorization may not involve indefinite delay of the dissemination of results.

(d) Contract research will be viewed as research, for the purpose of this Collective Agreement, if the results of the work are readily accessible to the scholarly and general public and meet an acceptable standard of peer evaluation.

If encumbrances are placed on the publication or dissemination of the results and conclusions of contract research, it will not be viewed as research for the purposes of this Collective Agreement until such time as the results and conclusions are published or disseminated.

(e) Research and scholarly or creative activity does not normally include research directly related to the immediate and normal preparation for scheduled teaching, except when it is judged by peer review to represent an academic advance or a development of clinical or instructional materials or methods of an innovative sort, with application wider than a Faculty Member's own courses.

(f) Faculty members have a responsibility for the proper use of resources provided for the purposes of research.

Academic Service

16A.06 Consistent with their principal duties, Faculty Members have the right and responsibility to participate actively in the work of the University through active membership on appropriate bodies such as Academic Department or Faculty Councils, Academic Department, Faculty and University Committees, and Senate. Faculty members have the right, and are encouraged, to participate actively in the work of academic and professional associations provided such activities do not interfere with their principal duties.

Article 16B PROFESSIONAL RESPONSIBILITIES OF INSTRUCTORS

16B.01 Instructors have certain rights, duties and responsibilities which derive from their positions as teachers.

16B.02 The principal responsibility of Instructors is to support the work of the Academic Department or Faculty through laboratory, clinical, or other teaching assignments. In addition, Instructors have the right and responsibility to be involved in academic service and may be involved in research and other related activities to the extent that such involvement does not prevent the Instructors from fulfilling their principal responsibility. Such activities shall be discussed in advance with the Dean to ensure that these activities are not in conflict with the Instructor's principal responsibility as a teacher. If any proposed research or related activities would involve the use of University resources, such activities require the prior approval of the Dean. The pattern of these responsibilities and other activities may vary from individual to individual and from time to time, subject to the Dean's assignment of workload as set out in Article 19. The Dean may also assign reasonable duties which are not in conflict with this Collective Agreement. There shall be consultation with Instructors prior to the assignment of such duties. The University of New Brunswick shall make every reasonable attempt to facilitate the assigned work of Instructors.

16B.03 Instructors have the responsibility to deal fairly and ethically with students and other members of the academic community, to avoid discrimination, to foster a free exchange of ideas and to refuse to practice or permit censorship, to respect the principles of confidentiality in a manner consistent with their academic role, to acknowledge their indebtedness to students and/or colleagues in relation to their own research (if any), to uphold and to protect the principles of academic freedom, and to seek the highest possible standards of scholarship.

Teaching

16B.04 (a) Instructors have an obligation to develop and maintain their scholarly competence and effectiveness as teachers within their area of expertise, to conscientiously prepare and organize their subject matter and to revise that subject matter on a regular basis as appropriate for that subject. They shall inform their students of the methods of instruction and evaluation in their courses, giving due regard to Senate regulations in these matters. Upon written request they shall provide a course outline to the Chair (or Dean in

a non-departmentalized faculty) giving due regard to Senate regulations and the University Calendar within two (2) weeks of the first day of classes.

(b) Whenever possible, there shall be prior consultation with Instructors on the assignment of teaching duties. Once such duties have been assigned by the Dean in accordance with Article 19B, it is the responsibility of Instructors to teach the assigned courses to students registered in them, at a time and place designated or approved by appropriate University authorities and in a manner which reflects the description in the Calendar, or as approved at the appropriate level. Instructors shall be available regularly for individual consultation with their students beyond class or laboratory hours and shall inform their students, and upon written request, their Dean, of such arrangements.

(c) Instructors shall comply with formally approved and published procedures and deadlines concerning the reporting and reviewing of the grades of their students, and such other formally approved and published procedures and deadlines as may be reasonable and necessary for the well ordered operation of the teaching programs of the University.

For the purposes of Article 16B.04(c) only, publication means that the procedures and deadlines have been printed in a current University Calendar, or circulated to each Instructor.

Instructors shall accept reasonable responsibility for academic counselling, supervision of examinations and other related activities as may be necessary and reasonable and which are not in conflict with this Collective Agreement.

(d) Instructors have the responsibility to schedule and organize their instruction within relevant academic regulations, and the right and responsibility to maintain an orderly and productive academic environment.

(e) Instructors may cancel or terminate scheduled instruction only for good cause and they shall so notify the Dean. If possible, they shall give their students and the Dean advance notice of such cancellation and they shall make every reasonable effort to re-schedule instruction. Students and the Dean shall be informed of such re-scheduled instruction.

(f) Supervision of undergraduate students' research and practical work and of their theses preparation, as well as participation in the evaluation of their theses, are integral aspects of teaching responsibilities.

(g) With the approval of the School of Graduate Studies, upon recommendation of the Dean of the Faculty concerned, Instructors shall be eligible to teach and co-supervise graduate students, subject to the assignment of their teaching load under Article 19B.05.

Research, Scholarly or Creative Activity

16B.05 Where research and scholarly or creative activity is conducted by Instructors in the course of their duties in accordance with the provisions of Article 16B.02, it shall have as its primary objectives the increase of knowledge and understanding, and the improvement of the Instructors' teaching and scholarly competence, and shall conform in all respects, as applicable to Article 16A.05.

Academic Service

16B.06 Consistent with their principal duties Instructors have the right and responsibility to participate actively in the work of the University through active membership on appropriate bodies such as Academic Departments or Faculty Councils, Academic Department, Faculty and University Committees and Senate, in accordance with the provisions of Article 16B.02. Instructors have the right, and are encouraged, to participate actively in the work of academic and professional associations provided such activities do not interfere with their principal duties.

Article 16C PROFESSIONAL RESPONSIBILITIES OF LIBRARIANS AND ARCHIVISTS

16C.01 Librarians and Archivists have certain rights, duties and responsibilities which derive from their positions as Librarians or Archivists in a University Library.

16C.02 The principal responsibility of Librarians and Archivists is to support the academic work of the University by providing professional consultation and assistance to library users and by developing and maintaining the library holdings on the basis of the needs of Faculties and Academic Departments and the financial resources allocated to the Library. In addition, Librarians and Archivists are expected to develop their professional knowledge, scholarly competence, and effectiveness as Librarians or Archivists. Librarians and Archivists may be asked to participate in Library administration by the **Dean** of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate. In addition, Librarians and Archivists may be involved in committee service in the Library or elsewhere in the University, provided that such activities do not interfere with their principal responsibilities.

The **Dean** of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, may also assign reasonable duties which are not in conflict with this Collective Agreement. There shall be consultation with Librarians and Archivists prior to the assignment of such duties. The pattern of these responsibilities may vary from individual to individual and from time to time, subject to the **Dean** of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, assignment of workload as set out in Article 19. The University of New Brunswick shall make every reasonable attempt to facilitate the assigned work of Librarians and Archivists.

16C.03 (a) Where research is conducted by Librarians and Archivists in the course of their duties in accordance with the provisions of Article 16C.02, it shall have as its primary objective to increase knowledge and understanding, to improve the professional competence of Librarians and Archivists, and to enhance library services.

(b) In order to continue to develop their professional knowledge, scholarly competence and effectiveness, Librarians and Archivists need to pursue continuing professional development which may take the form of participation in scholarly and professional fora, specialized courses or other scholarly activity. In order to ensure that these activities do not prevent the Librarian or Archivist from fulfilling their principal responsibilities and to ensure that there is sufficient uninterrupted time for pursuit of these activities time will be scheduled in consultation with the Librarian’s or Archivist’s Department Head or **Dean** of Libraries, Vice-President, Dean of Law or designates.

(c) Research carried out by a Librarian or Archivist shall conform in all respects, as applicable, to Article 16A.05.

16C.04 Librarians and Archivists have the responsibility to deal fairly and ethically with students, faculty, and other members of the academic community, to avoid discrimination, to foster a free exchange of ideas and to refuse to practice or permit censorship, to respect the principles of confidentiality in a manner consistent with their role, to seek the highest possible standards of professional knowledge and performance, to acknowledge their indebtedness to students and/or colleagues in relation to their own research (if any), to uphold and to protect the principles of academic freedom, and to strive to ensure the fullest possible access to library materials.

16C.05 Whenever possible, there shall be prior consultation with Librarians and Archivists on the assignment of professional duties. Once such duties have been assigned by the **Dean** of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate in accordance with Article 19, it is the responsibility of Librarians and Archivists to conscientiously perform the assigned duties. These may include working with colleagues, supervising the support staff and providing professional services to Library users (e.g., public service, collections development, bibliographical control and technical Library operations).

16C.06 Consistent with their principal duties, Librarians and Archivists have the right and responsibility to participate actively in the work of the University through active membership on appropriate Library committees and other committees in the University. Librarians and Archivists have the right, and are encouraged, to participate actively in the work of appropriate academic and professional associations, provided such activities do not interfere with their principal responsibilities.

Article 16D PROFESSIONAL RESPONSIBILITIES OF NURSE CLINICIANS

16D.01 Nurse Clinicians have certain rights, duties, and responsibilities which derive from their positions as clinical teachers.

16D.02 The principal responsibility of Nurse Clinicians is to support the work of the Academic Department, through laboratory and clinical teaching, and supervision of student preceptorship experiences. Nurse Clinicians may be involved in teaching in the lecture course concurrent to the clinical course to which they are assigned, provided that classroom teaching does not exceed three (3) hours per term. In addition, Nurse Clinicians have the right and the responsibility to be involved in academic service, provided that academic service is balanced with their principal responsibility of clinical teaching. Nurse Clinicians may be involved in related professional activities to the extent that such involvement does not prevent the Nurse Clinicians from fulfilling their principal responsibility of clinical teaching. Such activities shall be discussed in advance with the Dean to ensure that these activities are not in conflict with the Nurse Clinician’s principal responsibility as a clinical teacher. If any proposed related activities would involve the use of University resources, such activities require the prior approval of the Dean. The pattern of clinical teaching responsibilities and other activities may vary from individual to individual and from time to time, subject to the Dean's assignment of workload as set out in Article 19. The Dean may also assign reasonable duties which are not in conflict with this Collective Agreement. There shall be consultation with Nurse Clinicians prior to the assignment of such duties. The University of New Brunswick shall make every reasonable attempt to facilitate the assigned work of Nurse Clinicians.

16D.03 Nurse Clinicians have the responsibility to deal fairly and ethically with students and other members of the academic community, to avoid discrimination, to foster a free exchange of ideas and to refuse to practice or permit censorship, to respect the

principles of confidentiality in a manner consistent with their academic role, to uphold and to protect the principles of academic freedom, and to seek the highest possible standards of scholarship.

Teaching

16D.04 (a) Nurse Clinicians have an obligation to develop and maintain their clinical competence and effectiveness as clinical teachers within their area of expertise, to conscientiously prepare and organize clinical learning activities in consultation with the Clinical Coordinator for each Clinical Course, and to keep current in their own nursing practice. Each clinical course has several clinical practice areas (clinical practicums) and may have specific laboratory components, all with the same expected clinical competencies for students. Nurse Clinicians shall conform to the agreed upon methods of student evaluation in their clinical practicum or laboratory section of the clinical courses. They shall inform their students of the methods of instruction and evaluation in the clinical practicum or laboratory component, giving due regard to Senate regulations in these matters. Upon written request, they shall inform the Dean of any deviation from the agreed upon clinical practicum or laboratory objectives, methods of instruction and evaluation procedures within a reasonable period of time after completion of the clinical practicum or laboratory component.

(b) Whenever possible, there shall be prior consultation with Nurse Clinicians on the assignment of teaching duties. Once such duties have been assigned by the Dean in accordance with Article 19E, it is the responsibility of Nurse Clinicians to teach the assigned clinical practicum or laboratory component to students registered in them, at a time and place designated or approved by appropriate University authorities and in a manner which reflects the description in the Calendar, or as approved at the appropriate level. Nurse Clinicians shall be available regularly for individual consultation with their students beyond clinical or laboratory hours and shall inform their students, and upon written request, their Dean, of such arrangements.

(c) Nurse Clinicians shall comply with formally approved and published procedures and deadlines concerning the reporting and reviewing of the grades of their students, and such other formally approved and published procedures and deadlines as may be reasonable and necessary for the well-ordered operation of the teaching programs of the University.

For the purposes of Article 16D.04(c) only, publication means that the procedures and deadlines have been printed in a current University Calendar, or circulated to each Nurse Clinician.

Nurse Clinicians shall accept reasonable responsibility for academic counseling, assistance with invigilation of examinations in the lecture course concurrent to the clinical practicum to which they are assigned, coordination of clinical courses, development of clinical rotations, development of alternative clinical practice models, procurement of clinical placements and other related activities as may be necessary and reasonable and which are not in conflict with this Collective Agreement.

(d) Nurse Clinicians have the responsibility to schedule and organize their clinical and/or laboratory instruction within relevant academic regulations, and the right and responsibility to maintain an orderly and productive academic environment.

(e) Nurse Clinicians may cancel or terminate scheduled clinical practice or laboratory instruction only for good cause and they shall so notify the Dean. If possible, they shall give their students and the Dean advance notice of such cancellation and they shall make every reasonable effort to re-schedule clinical practice or laboratory instruction. Students and the Dean shall be informed of such re-scheduled clinical practice or laboratory instruction.

Academic Service

16D.05 Consistent with their principal duties Nurse Clinicians have the right and responsibility to participate actively in the work of the University through active membership on appropriate bodies such as Faculty Council and Faculty or Nursing Departmental Committees, in accordance with the provisions of Article 16D.02. The Dean shall take into consideration in assigning or approving academic service within the Faculty, that the balance of the Nurse Clinician's workload should be primarily related to their principal responsibility of clinical teaching. Nurse Clinicians have the right, and are encouraged, to participate actively in the work of professional associations provided such activities do not interfere with their principal duties.

Article 17A RESEARCH ASSOCIATES AND SENIOR RESEARCH ASSOCIATES

17A.01 In this Article, the term Research Associate shall include Senior Research Associate.

17A.02 An Employee whose principal responsibilities are research and scholarly activity may be appointed as a Research Associate or Senior Research Associate.

17A.03 Unless explicitly stated in this Collective Agreement to be otherwise, the ranks of Research Associate and Senior Research Associate shall correspond in terms of qualifications, salary and terms and conditions of employment to the ranks of Assistant Professor and Associate Professor, respectively.

17A.04 Subject to the agreement of the Research Associate concerned, and of any Faculty Member whose research grant provides part or all of the Research Associate's salary, a Research Associate may be assigned teaching duties from time to time. Such duties shall involve not more than the teaching of one (1) full course, or its equivalent, per year.

17A.05 Except when explicitly stated in this Article to be otherwise, the procedures to be used for appointments of Research Associates shall be the same as those stated in Article 22A. It is also agreed that prior advertising of positions is not required in the case of Research Associates where less than 25 percent of the salary is paid from University of New Brunswick funds.

17A.06 Appointments of Research Associates shall be of three (3) types: probationary, tenured and term. Notwithstanding the provisions of Article 22A.06, the University of New Brunswick shall normally make a term appointment but may, at its option, make a probationary or tenured appointment where circumstances make such an appointment desirable. Term appointments of Research Associates to positions in the bargaining unit shall be for periods of not less than one (1) academic year, but may be for any greater duration.

Where less than 25 percent of the salary to be paid to a Research Associate is provided from University of New Brunswick funds and the remainder is paid from research grants, research contracts or donations, or is provided to the University

via a research grant to a Faculty Member, the letter of appointment shall state that, should such external funding cease or be substantially reduced, the appointment may be terminated. Such termination shall not constitute layoff.

17A.07 Except as stated in this Article to be otherwise, the assessment of Research Associates for promotion, probationary review, tenure, or other purposes shall involve the same procedures as those used for Faculty Members. The evaluation shall be based on the principal responsibilities, workload and duties of the Research Associate concerned, as set out in the letter of appointment.

17A.08 In the case of Research Associates whose salary is derived in whole or in part from a research grant to a Faculty Member, the assessment procedure shall be as described in Article 17A.07 except that the Faculty Member shall be given the opportunity to provide an assessment at Level 1.

17A.09 In the case of a Research Associate holding an appointment wholly in an Institute, that Research Associate's Dean shall be the Dean of the School of Graduate Studies.

Prior to appointment of such a Research Associate, a cognate Department and Faculty shall be identified and assigned the responsibility for the various types of assessment for the Research Associate. Such assessment shall be carried out as for Faculty Members with the additional provisions that assessments shall be provided by the Director of the Institute or Centre at the first level of assessment and by the Dean of the School of Graduate Studies at the second level of assessment.

17A.10 Research Associates shall not normally be eligible for sabbatical leave unless they hold a tenured appointment. The letter of appointment shall explicitly state whether or not the Research Associate will be eligible for sabbatical leave.

Article 17B NSERC UNIVERSITY RESEARCH FELLOWS, EXTERNALLY FUNDED FACULTY POSITIONS, CANADA RESEARCH CHAIRS

17B.01 An NSERC University Research Fellow shall be appointed with "research" designation. It is agreed that prior advertising of positions is not required in the case of NSERC University Research Fellows. Subject to the agreement of the NSERC University Research Fellow, he/she may be assigned teaching duties in accordance with the NSERC policies relating to NSERC University Research Fellowships. The University of New Brunswick shall normally make a term appointment in the case of NSERC University Research Fellows but may, at its option, make a probationary or tenured appointment where circumstances make such an appointment desirable. An NSERC University Research Fellow on a term appointment may have their employment terminated by the University of New Brunswick if NSERC funding of the NSERC University Research Fellowship ceases. Unless explicitly stated in this Collective Agreement to be otherwise, an NSERC University Research Fellow and a Senior NSERC University Research Fellow shall correspond in terms of qualifications, salary and terms and conditions of employment to the ranks of Assistant Professor and Associate Professor, respectively.

17B.02 The Parties recognize that from time to time other positions in the bargaining unit may be created where the salary is in whole or in part supported by contributions from external funds. Where the terms and conditions of the appointment would be at variance with the provisions of the Collective Agreement, the University of New Brunswick shall consult with and obtain agreement of the AUNBT. Such agreement shall not be unreasonably withheld.

17B.03 Notwithstanding Article 17B.02, appointment to a Canada Research Chair shall be governed by the Memorandum of Understanding on Stipends for Canada Research Chairs, dated March 22, 2001.

Article 18A DUTIES OF CHAIRS

18A.01 The duties of Chairs shall be those set out for a Head of a Department in the *University of New Brunswick Act*, and in this Collective Agreement, and shall include:

(a) advising the Dean in matters pertaining to their Academic Departments;

(b) providing leadership which will encourage the orderly, effective and efficient operation of their Academic Departments;

(c) representing their Academic Departments on Faculty, University, or external committees.

18A.02 Without limiting the foregoing, Chairs shall be responsible for holding and chairing meetings of their Academic Departments and for reporting Departmental policy to the Dean. In addition, they shall be responsible to the Dean for the following matters:

(a) advice with respect to program and budget for their Academic Departments;

(b) the operation of their Academic Departments within approved budgets;

(c) chairing the Department Assessment Committee in accordance with Articles 25A and 25B;

(d) supervising and assessing the performance of the support staff of their Academic Departments;

(e) advising students on academic matters, and making referrals when assistance is required with non-academic problems;

(f) initiating the recruitment of departmental support staff in accordance with University policy;

(g) consulting with and assisting other Academic Departments and the Director of the College of Extended Learning in implementing those credit courses approved by Senate involving the Academic Department;

(h) reviewing and ranking scholarship applications for students in their Academic Departments, as required;

(i) reviewing and ranking research proposals from Employees in their Academic Departments, as required;

(j) such other matters as are specified in this Collective Agreement;

(k) such duties related to their Academic Departments as may be requested by the Dean and which are consistent with this Collective Agreement.

Article 18B DUTIES OF LIBRARY DEPARTMENT HEADS

18B.01 The duties of Library Department Heads shall be assigned by the **Dean** of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, in accordance with the provisions of Articles 16C and 19C, and shall include:

(a) advising the **Dean** of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate in matters pertaining to their Department;

(b) providing leadership which will encourage the orderly, effective and efficient operation of their Department;

(c) representing their Department on Library, Faculty, University, or external committees.

18B.02 Without limiting the foregoing, they shall be responsible to the **Dean** of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, for the following matters:

(a) advice with respect to program and budget for their Departments;

(b) the operation of their Departments within approved budgets;

(c) supervising and assessing the performance of the support staff of their Departments;

(d) initiating the recruitment of department support staff in accordance with University policy;

(e) such other matters as are specified in this Collective Agreement;

(f) such other duties related to their departments as may be requested by the **Dean** of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, and which are consistent with this Collective Agreement.

Article 19A WORKLOAD OF FACULTY MEMBERS

19A.01 The workload of Faculty Members involves in varying proportions those elements set out in Article 16A. Unless specifically provided otherwise in the letter of appointment, Faculty Members are employed by the University of New Brunswick for a total of twelve months in each year and, except for scheduled vacation and holidays as specified in Article 34, shall meet their professional responsibilities throughout this period. For Faculty Members, the period of time between the end of a regular academic year and the commencement of the regular academic year then next following is the period for academic improvements, administration, research, study, teaching if appropriate and vacation subject to the provisions of this Collective Agreement and to arrangements being made between the Faculty Member and the Dean concerned for the adequate performance of such normal academic and administrative duties and responsibilities as must be undertaken during such a period.

19A.02 The composition of the workload of a Faculty Member in terms of the various areas set out in Article 16A may fluctuate within reasonable limits from year to year, and

during any year, in response to the requirements and priorities of the Academic Department (or Faculty when no Academic Departments exist), except in the case of Faculty Members holding research rank, in which case the workload shall consist principally of research.

19A.03 Upon written request by the Dean, Faculty Members shall submit a summary of the nature, scope and specific achievements of their research, scholarly and creative activities carried out in the preceding academic year.

19A.04 The Dean shall determine for the Faculty as a whole and, where they exist, for each Academic Department, following consultation with the Chairs, the normal teaching load to be assigned to the majority of Faculty Members in each Academic unit. Such normal teaching load shall be appropriate and reasonable for the discipline(s) concerned.

19A.05 The Dean shall assign the individual teaching load of each Faculty Member, which shall be reasonable taking into account any information available to him/her with respect to such factors as:

(a) what is appropriate and reasonable for the discipline concerned;

(b) the requirements and priorities of the Faculty/Department concerned;

(c) the Faculty Member's abilities and areas of expertise in his/her discipline;

(d) the number of separate courses taught, the level (e.g., introductory, upper year, graduate) of each course, and the type (e.g., lecture, lecture-tutorial, seminar, distance education, teleconferencing) of each course, including responsibility for tutorials, laboratories, clinical and field supervision, practice schools, and field schools;

(e) student enrolment;

(f) scheduled contact hours;

(g) the amount and type of preparation, grading, and course administration;

(h) assistance with teaching available to the Faculty Member from graduate students, support staff or colleagues;

(i) the Faculty Member's engagement in research, scholarly or other creative activity;

(j) the Faculty Member's engagement in academic service;

(k) the Faculty Member's supervision of graduate and undergraduate student research;

(l) any other relevant factors.

19A.06 Following consultation with the Chair and with due regard for the provisions of Article 19A.05 and for the normal teaching load of Faculty Members in the Academic Department (or Faculty where no Academic Departments exist) concerned, the Dean shall assign the individual teaching load to Faculty Members not later than June 1. This date may be extended by the Dean for good cause.

19A.07 If a Faculty Member wishes to undertake an individual teaching load which would deviate from the normal teaching load, it is his/her responsibility to so request of the Dean and to apprise the Dean, in writing, prior to May 1 of any relevant information to be considered by the Dean. Such requests shall not be unreasonable and shall not be unreasonably denied by the Dean.

19A.08 Notwithstanding Articles 19A.06 and 19A.07, an Employee may request a change in the assignment of teaching load in accordance with Article 10.01(d).

19A.09 Unless otherwise consented to by a Faculty Member in writing, fluctuations in the individual teaching load shall, over a reasonable period of time, result in an average teaching load for the Faculty Member which is similar to the normal teaching load for that Academic Department (or Faculty where no Academic Departments exist).

19A.10 The individual teaching load of Faculty Members shall normally be scheduled for the Fall and Winter terms of the Regular Session. With their consent, Faculty Members may be assigned to teach in the College of Extended Learning or Summer Term as part of their individual teaching load. No additional remuneration will be paid for such assignments when they are part of the individual teaching load.

19A.11 Faculty members holding research rank shall not be required to undertake an individual teaching load exceeding one (1) full course per year or its equivalent.

19A.12 Faculty members who are Chairs of Academic Departments shall receive a reduction of one-third (1/3) in their individual teaching load during their term of office.

Article 19B WORKLOAD OF INSTRUCTORS

19B.01 The workload of Instructors involves primarily teaching responsibilities as set out in Article 16B. Unless specifically provided otherwise in the letter of appointment, Instructors are employed by the University of New Brunswick for a total of twelve months in each year and, except for scheduled vacation and holidays as specified in Article 34, shall meet their responsibilities throughout this period.

The composition of the workload of an Instructor in terms of the components set out in 16B.02 may fluctuate within reasonable limits from year to year, and during any year, in response to the requirements and priorities of the Academic Department (or Faculty where no Academic Departments exist).

19B.02 The Dean shall determine for the Faculty as a whole and, where they exist, for each Academic Department, following consultation with the Chairs, the normal teaching load to be assigned to the majority of Instructors in each Academic unit. Such normal teaching load shall be appropriate and reasonable for the discipline(s) concerned.

19B.03 Unless otherwise consented to by an Instructor in writing, fluctuations in the individual teaching load shall, over a reasonable period of time, result in an average teaching load for the Instructor which is similar to the normal teaching load for Instructors in that Academic Department (or Faculty, where no Academic Departments exist).

19B.04 Following consultation with the Chair and with due regard for the provisions of 19B.05 and for the normal teaching load of Instructors in the Academic Department (or Faculty, where no Academic Departments exist) concerned, the Dean shall

assign the individual teaching load to Instructors not later than June 1. This date may be extended by the Dean for good cause.

19B.05 The Dean shall assign the individual teaching load of each Instructor which shall be reasonable taking into account any information available to him/her with respect to such factors as:

(a) what is appropriate and reasonable for the discipline concerned;

(b) the requirements and priorities of the Faculty/Department concerned;

(c) the abilities, discipline and specific area of expertise of the Instructor;

(d) student enrolment;

(e) scheduled contact hours;

(f) the amount and type of preparation, grading, and course administration;

(g) assistance with teaching available from graduate students, support staff or colleagues;

(h) engagement in research, scholarly or other creative activity in accordance with Article 16B;

(i) engagement in academic service in accordance with Article 16B;

(j) co-supervision of graduate and undergraduate student research in accordance with Article 16B;

(k) any other relevant factors.

If an Instructor wishes to undertake an individual teaching load which would deviate from the normal teaching load, it is his/her responsibility to so request of the Dean and to apprise the Dean, in writing, prior to May 1 of any relevant information to be considered by the Dean. Such requests shall not be unreasonable and shall not be unreasonably denied by the Dean.

19B.06 The individual teaching load of Instructors shall normally be scheduled for the Fall and Winter terms of the Regular Session. With their consent, Instructors may be assigned to teach in the College of Extended Learning or Summer Term as part of their individual teaching load. No additional remuneration will be paid for such assignments when they are part of the individual teaching load.

19B.07 Notwithstanding Articles 19B.04 and 19B.06, an Employee may request a change in the assignment of teaching load in accordance with Article 10.01(d).

Article 19C WORKLOAD OF LIBRARIANS AND ARCHIVISTS

19C.01 The workload of Librarians and Archivists involves, in varying proportions, those elements set out in Article 16C. Unless specifically provided otherwise in the letter of appointment, Librarians and Archivists are employed by the University of New Brunswick for a total of twelve months in each year and, except for scheduled vacation and holidays as specified in Article 34, shall meet their responsibilities throughout this period.

19C.02 The composition of the workload of a Librarian and Archivists in terms of the components set out in Article 16C, may fluctuate within reasonable limits from year to year, and during any year, in response to the requirements and priorities of the Library. Classroom instruction and the requirement to provide services to external agencies and institutions by the Library shall be considered in determining the workload.

19C.03 The normal average workload for a Librarian and an Archivist is thirty-six and one-quarter (36¼) hours per week and seven and one-quarter (7¼) hours per day. The **Dean** of Libraries (Fredericton), Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, shall determine, following consultation with the Department Head concerned and with due regard for the provisions of Article 19C.06, the individual workload for each Librarian or Archivist. Such individual workload shall be appropriate and reasonable for the work of the Library Department concerned. The **Dean** of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, the Dean of Law or the Department Head shall consult the Librarian or Archivist concerned with respect to the individual workload to be assigned.

19C.04 Unless otherwise consented to in writing by the Librarian or Archivist, fluctuations in the individual workload shall, over a reasonable period of time, result in an average scheduled load for the Librarian or Archivist which is similar to the normal average workload, as stated in Article 19C.03.

19C.05 For hours worked in excess of the normal workload, equivalent time off shall be scheduled by the **Dean** of Libraries (Fredericton), Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, in consultation with the Librarian or Archivist concerned, within twenty working days.

19C.06 The **Dean** of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, shall assign the individual workload of each Librarian or Archivist, which shall be reasonable, taking into account any information available to him/her with respect to such factors as:

(a) the requirements and priorities of the Library Department or Faculty Library;

(b) the abilities, formal qualifications and specific area of expertise of the Librarian or Archivist;

(c) the Librarian's or Archivist's engagement in committee service in the Library and elsewhere in the University;

(d) the Librarian's or Archivist's involvement in professional development, and training in response to technological change;

(e) the Librarian's or Archivist's involvement in research which is consistent with Article 16C;

(f) the nature and scope of the work schedule to be assigned to the Librarian or Archivist;

(g) any other relevant factors.

It is the responsibility of the Librarian and Archivist to apprise the **Dean** of Libraries (Fredericton), Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, in writing with reasonable advance notice, of any relevant information

to be considered by the **Dean** of Libraries (Fredericton), Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, in assigning the individual workload.

19C.07 Upon written request by the **Dean** of Libraries (Fredericton), Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, Librarians and Archivists shall submit a summary of the nature, scope and specific achievements of any research or scholarly and creative activities carried out in accordance with the provisions of Article 16C.03 in the preceding academic year.

Article 19D COMPARABILITY OF WORKLOAD

19D.01 The Parties are committed to achieving workloads (as defined in Articles 19A, 19B and 19C) for Faculty Members, Instructors, Librarians and Archivists at the University of New Brunswick that are comparable to workloads for Faculty Members, Instructors, Librarians and Archivists in similar academic units at universities in the group used in Article 36B.07.

19D.02 Both Parties recognize that achieving comparable workloads for Faculty Members and Instructors, specifically the normal teaching load as determined by the Dean pursuant to Articles 19A.04 and 19B.02, may affect a number of factors including but not limited to: staffing, curriculum, and course or program enrolment. Decisions on these factors will respect collegial governance procedures.

Article 19E WORKLOAD OF NURSE CLINICIANS

19E.01 The workload of Nurse Clinicians involves primarily clinical and/or laboratory teaching responsibilities as set out in Article 16D. Unless specifically provided otherwise in the letter of appointment, Nurse Clinicians are employed by the University of New Brunswick for a total of ten or twelve months in each year and, except for scheduled vacation and holidays as specified in Article 34, shall meet their responsibilities throughout this period.

The composition of the workload of a Nurse Clinician in terms of the components set out in 16D.02 may fluctuate within reasonable limits from year to year, and during any year, in response to the requirements and priorities of the Faculty.

19E.02 The Dean shall determine for the Faculty as a whole, and where they exist, for each Academic Department following consultation with the Chairs, the normal teaching load to be assigned to the majority of Nurse Clinicians in each Academic Unit. Such normal teaching load shall be appropriate and reasonable.

19E.03 Unless otherwise consented to by a Nurse Clinician in writing, fluctuations in the individual clinical teaching load shall, over a reasonable period of time, result in an average clinical teaching load for the Nurse Clinician which is similar to the normal teaching load for the Nurse Clinician in that Academic Department (or Faculty, where no Academic Departments exist).

19E.04 Following consultation with the Chair and with due regard for the provisions of 19E.05 and for the normal teaching load of Nurse Clinicians in the Academic Department concerned (or Faculty, where no Academic Departments exist) the Dean shall assign the individual teaching load to Nurse Clinicians not later than June 1. This date may be extended by the Dean for good cause.

19E.05 The Dean shall assign the individual teaching load of each Nurse Clinician which shall be reasonable, taking into account any information available to him/her with respect to such factors as:

(a) what is appropriate and reasonable for the discipline;

(b) the requirements and priorities of the Faculty/Department concerned. The elements of the clinical teaching load of a Nurse Clinician may consist of the following, some of which are specifically assigned and others which are dependent upon the requirements of the particular clinical practicum to which the Nurse Clinician is assigned:

Choosing appropriate patient assignments
Marking of clinical assignments
Providing feedback on Clinical Learning Appraisal Tools (CLATs)
Assisting with marking of assignments in lecture course concurrent to the assigned clinical course;

(c) the abilities, and specific area of clinical expertise of the Nurse Clinician;

(d) student enrolment;

(e) scheduled clinical practicum hours;

(f) the amount and type of preparation for procuring access to clinical facilities, preparation, clinical evaluation, and clinical course coordination;

(g) engagement in academic service in accordance with Article 16D;

(h) any other relevant factors.

If a Nurse Clinician wishes to undertake an individual teaching load which would deviate from the normal clinical teaching load, it is his/her responsibility to so request of the Dean and to apprise the Dean, in writing, prior to May 1, of any relevant information to be considered by the Dean. Such requests shall not be unreasonable and shall not be unreasonably denied by the Dean.

19E.06 The individual teaching load of Nurse Clinicians shall normally be scheduled for any three (3) consecutive terms as follows: 1) Fall, Winter and sessions A, B and C of Summer; 2) Winter and all sessions of Summer; or 3) Sessions D, E and F of Summer, and Fall and Winter as part of their individual clinical teaching load. No additional remuneration will be paid for such assignments when they are part of the individual clinical teaching load.

19E.07 Notwithstanding Articles 19E.04 and 19E.06, an Employee may request a change in the assignment of clinical teaching load in accordance with Article 10.01 (d).

Article 20A WORKLOAD REDUCTION FOR FULL-TIME EMPLOYEES

General Provisions

20A.01 The Parties agree that the workload for full-time Employees may be reduced by the University of New Brunswick, upon request by the Employee, in those circumstances set out in this Article. Employees of the bargaining unit undertaking such reduced load appointments shall continue to be considered full-time, shall remain in the bargaining unit, and shall have all the rights, protections, duties and responsibilities of this Collective Agreement, including, but not restricted to those

governing responsibilities (Article 16), outside professional activities (Article 21), workload (Article 19), promotion (Article 24), tenure (Article 23), discipline (Article 42) and layoff (Article 30).

20A.02 For the purposes of any assessments of performance, such as promotion, an Employee on a reduced-load appointment shall be assessed solely on the basis of his/her actual workload (in the same manner as if he/she were on a full-load appointment). In accordance with Articles 23 and 24, an Employee may request advancement or deferral of the typical or such dates for assessment as are specified in the Employee's offer of appointment.

20A.03 For the purposes of sabbatical leave, an Employee with a reduced-load appointment shall have the right to a sabbatical salary calculated in accordance with the provisions of Articles 31A and 31B, and on the basis of the actual reduced salary, with the years of service calculated as if the Employee was on a full-load appointment.

20A.04 An Employee who accepts a reduced-load appointment shall have the same access to all University of New Brunswick research facilities as if he/she were on a full-load appointment; and where the Employee has accepted a reduced workload in order to devote additional time to research, the University of New Brunswick shall not unreasonably deny increased access to these research facilities, taking into account the requirements of all other Employees with research responsibilities.

Temporary Workload Reduction for Full-time Employees

20A.05 An Employee may apply for a temporary workload reduction at any time. Such application shall be made in writing to the Dean. Following consultation with the Chair, the Dean shall submit to the appropriate Vice-President a written recommendation that the application be either granted or refused. The appropriate Vice-President shall make a recommendation to the President who shall decide whether or not to recommend the temporary workload reduction to the Board of Governors. The President shall advise the Employee of his/her decision, together with reasons, with a copy to the Association. Requests for a temporary workload reduction shall not be unreasonably denied.

20A.06 Such application shall be granted provided that:

(a) the proposed temporary reduction does not exceed one-half (½) of the Employee's normal workload, and does not extend for longer than two (2) academic years;

(b) the application is made at least six (6) months in advance of the requested commencement date of the temporary workload reduction. Applications received with less notice may be considered in exceptional circumstances;

(c) the Dean can make suitable arrangements to cover the Employee's workload;

(d) the individual making the application is a tenured or probationary Employee with at least three (3) years of service;

(e) the Employee agrees to resume his/her normal workload for at least one (1) year upon completion of the temporarily reduced workload period.

The constraint of (e) above may be waived in the case of a request for workload reduction by an Employee for a period beyond his/her Normal Retirement Date who wants to initiate a phased workload reduction and, notwithstanding Article 20A.06,

the proposed temporary reduction may not exceed one-half (½) of the Employee's normal teaching load and may not extend for longer than one (1) academic year.

20A.07 The salary of an Employee shall be reduced by the same reduction factor as is the Employee's workload. The Employee shall maintain full fringe benefits based on the nominal salary for that position in the following manner:

(a) the Health Insurance, Dental Insurance, Group Life and Family Protection, and Long-Term Disability Insurance policies shall continue at normal premium sharing, with the Employee's portion paid by the normal payroll deduction;

(b) the Employee shall have the option of either:

(i) maintaining regular monthly pension contributions by payroll deduction during the period of temporarily reduced workload, or

(ii) allowing monthly contributions to lapse during the period of temporarily reduced workload, and then purchasing pension entitlement for that period by increased payroll deductions upon return to full-time full salary employment.

20A.08 The following provisions shall apply:

(a) An Employee with a temporarily reduced workload shall continue as a member of the bargaining unit.

(b) An Employee with a temporarily reduced workload shall receive such additions to his/her nominal salary as shall be implemented as a result of collective bargaining from time to time during the period of temporarily reduced workload.

(c) The distribution of the temporarily reduced workload among the normal components of full workload, as set out in Article 16, shall be a matter of agreement between the Dean and the Employee.

(d) Three (3) months prior to the commencement of the temporarily reduced workload period, the President shall inform the Employee in writing of all agreed terms and conditions on which the granting of a temporarily reduced workload is based, including a reference to the specific section(s) of this Collective Agreement which govern(s) temporarily reduced workload, and specifying a reasonable deadline for acceptance or rejection of these terms and conditions. A copy of this letter shall be sent to the Association.

(e) The Employee shall not be deemed to have accepted the terms of such temporarily reduced workload until he/she has so notified the President in writing. Failure to respond within the deadline specified in Article 20A.08(d) above shall be deemed to constitute non-acceptance.

<u>Continuing Workload Reduction for Full-time Employees</u>

20A.09 A continuing reduced-load appointment is defined as one in which an Employee, at his/her request and with the approval of the University of New Brunswick, carries, for an indefinite period of time, a workload reduced by a mutually agreed factor. In the remainder of this Article, each and every reference to a "reduced-load appointment" shall be understood to mean "a reduced-load appointment for an indefinite period of time".

20A.10 A tenured or probationary Employee may, on a wholly voluntary basis, apply to his/her Dean for a reduced-load appointment.

20A.11 An application for a reduced-load appointment shall be in writing, with a copy to the Association. An agreement for a reduced-load appointment between the University of New Brunswick and an Employee will require the written approval of the Association.

20A.12 The salary of a reduced-load Employee shall be determined as follows:

(a) Each such Employee shall have a nominal salary composed as specified in Article 36. For an Employee transferring from full-load status, the nominal salary shall be that which would be the case if the Employee were continuing on full-load status.

(b) Any salary increases in the case of a reduced-load appointment, shall be made to the nominal salary of the Employee as if he/she were an Employee on full-load status.

(c) Each such Employee shall receive an actual salary prorated from the nominal salary according to the reduction in the workload.

20A.13 Employees on a reduced-load status under this Article shall continue their participation in the University of New Brunswick's benefits plans, on the normal basis, including premium sharing, where applicable, as set out in Article 35, and to the extent possible under the contractual requirements of those plans.

20A.14 (a) Any Employee granted a reduced-load appointment shall have the right to resume full-load status on the following conditions:

(i) full-load status is resumed within 60 months following the commencement of the reduced-load appointment; and

(ii) notice of the intention to resume full-load status is given twelve months prior to the date of the requested resumption of the full-load appointment.

(b) Notwithstanding the provisions of Article 20A.14(a), an Employee who agrees to assume a reduced-load appointment as an alternative to layoff in accordance with Articles 28 or 29, shall not have the right to assume full-load status without the approval of the University of New Brunswick, which shall not be unreasonably withheld.

20A.15 The University of New Brunswick may, at any time within the 60 months following the commencement of the reduced-load appointment, at its sole discretion, convert a reduced-load appointment to full-load status, with 12 months' notice.

20A.16 (a) The letter of offer of the reduced-load status from the President of the University of New Brunswick shall specify the nominal salary, the reduction in the workload and the actual salary, the date of commencement of the appointment, and all other terms and conditions attached to the appointment, as set out for full-load appointments in Article 22. A copy of this letter shall be sent to the Association.

(b) Upon receipt of the letter under Article 20A.16(a) from the President, the Employee concerned shall have 15 days in which to indicate in writing to

the President his/her acceptance or rejection of the offer of the reduced-load appointment.

(c) No reduced-load appointment shall take effect until and unless the Employee indicates in writing to the President his/her acceptance of the appointment and all its terms and conditions as specified in the letter of appointment.

Article 20B VOLUNTARY SEPARATION AND EARLY RETIREMENT

20B.01 The University of New Brunswick may enter into an agreement with an Employee holding a tenured appointment who wishes to terminate his/her full-time employment with the University of New Brunswick, who does not have alternative full-time academic employment at hand and whose termination is consistent with the academic needs and/or financial interests of the University. The possibility of such an arrangement may be explored informally, but all communication prior to a formal application shall be without prejudice to the Employee and the University of New Brunswick. Formal application shall be made to the University of New Brunswick by the Employee. The University of New Brunswick reserves the right to refuse any application. Any agreement between the University of New Brunswick and an Employee will require the written approval of the Association.

Article 21A OUTSIDE PROFESSIONAL ACTIVITIES OF FACULTY MEMBERS

21A.01 The Parties acknowledge the importance of outside professional activities. For the purposes of this article, outside professional activities are defined as activities that are related to the Faculty Member's field of academic or professional expertise. Such outside activities can contribute to the professional development of Faculty Members and to the exercise of their University responsibilities. In recognition that outside professional activities offer valuable opportunities to enrich teaching and research, and to share the knowledge, skills and other resources of the institution with the community at large, the University encourages the involvement of Faculty Members in outside professional activities.

21A.02 Subject to the provisions of this Article, Faculty Members have the right to engage in part-time outside professional activities, paid or unpaid, provided that such activities do not unduly inhibit the Faculty Member from fulfilling his/her professional responsibilities to the University of New Brunswick, as set out in Article 16A. Any Faculty Member engaging in a substantial amount of paid or unpaid outside professional activities shall report these activities in advance where practical, in writing in a manner satisfactory to the Dean to ascertain upon consultation with the Faculty Member if it is mutually agreed that these activities do not unduly inhibit the Faculty Member from fulfilling his/her professional responsibilities, as set out in Article 16A. If a mutual agreement is not reached, the Dean shall provide the Faculty Member with written reasons explaining how the professional responsibilities of the Faculty Member are unduly inhibited.

21A.03 When outside professional activities would involve the use of University of New Brunswick equipment, supplies, facilities, employees or services, such use shall be subject to the approval in writing of the Dean or other appropriate University of New Brunswick authority. If approval is granted, the charges for such equipment, supplies, facilities, employees or services shall be at the prevailing rates, unless the appropriate University of New Brunswick authority agrees, in writing, to waive all or part of the charges.

21A.04 The name of the University of New Brunswick shall not be used in any outside professional activity unless agreed, in writing, by the appropriate University of New Brunswick authority, although nothing shall prevent the Faculty Member from stating the nature and place of his/her employment, rank and title, in connection with outside professional activities, provided that he/she shall not purport to represent the University of New Brunswick or speak for it, or to have its approval unless that approval has been given in writing.

Article 21B OUTSIDE PROFESSIONAL ACTIVITIES OF INSTRUCTORS, NURSE CLINICIANS, LIBRARIANS AND ARCHIVISTS

21B.01 The Parties acknowledge the importance of outside professional activities. For the purposes of this article, outside professional activities are defined as activities that are related to the Employee's field of academic or professional expertise. Such outside activities can contribute to the professional development of Instructors, Nurse Clinicians, Librarians and Archivists and to the exercise of their University responsibilities. In recognition that outside professional activities offer valuable opportunities to enrich teaching and research, and to share the knowledge, skills and other resources of the institution with the community at large, the University encourages the involvement of Employees in outside professional activities.

21B.02 Subject to the provisions of this Article, Employees have the right to engage in part-time outside professional activities, paid or unpaid, provided that such activities do not unduly inhibit the Employee from fulfilling his/her responsibilities to the University of New Brunswick, as set out in Article 16. Any Employee engaging in a substantial amount of paid or unpaid outside professional activities shall report these activities in advance where practical in writing in a manner satisfactory to the Dean of Faculty, **Dean** of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, to ascertain upon consultation with the Employee if it is mutually agreed that these activities do not unduly inhibit the Employee from fulfilling his/her professional responsibilities, as set out in Article 16. If a mutual agreement is not reached, the Dean of Faculty, **Dean** of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate shall provide the Employee with written reasons explaining how the professional responsibilities of the Employee are unduly inhibited.

21B.03 When outside professional activities would involve the use of University of New Brunswick equipment, supplies, facilities, employees or services, such use shall be subject to the approval in writing of the Dean of Faculty, **Dean** of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, or other appropriate University of New Brunswick authority. If approval is granted, the charges for such equipment, supplies, facilities, employees or services shall be at the prevailing rates, unless the appropriate University of New Brunswick authority agrees, in writing, to waive all or part of the charges.

21B.04 The name of the University of New Brunswick shall not be used in any outside professional activity unless agreed, in writing, by the appropriate University of New Brunswick authority although nothing shall prevent the Employee from stating the nature and place of his/her employment, rank or classification and title, in connection with outside professional activities, provided that he/she shall not purport to represent the University of New Brunswick or speak for it, or to have its approval unless that approval has been given in writing.

Article 22A APPOINTMENTS OF FACULTY MEMBERS

22A.01 (a) All appointments shall be to one (1) of the following ranks: Lecturer, Assistant Professor, Associate Professor or Professor. Appointments to the rank of Assistant Professor or above may be designated as "Visiting" or "Research" as set out in this Collective Agreement. Appointments of Faculty Members to the honorary rank of University Professor may be made by the University of New Brunswick upon recommendation of Senate, using the criteria adopted by Senate and the Board of Governors.

(b) An appointment may be designated as “Research” when the principal responsibility of the Faculty Member is to conduct research.

22A.02 Appointments of Faculty Members shall be made in accordance with Article 22A.12 only after the positions have been advertised by the University of New Brunswick on both campuses and in appropriate publications, in either print or electronic versions, which shall include at least University Affairs, the CAUT Bulletin and one (1) Canadian professional publication, if such exists, suggested by the Academic Department or Faculty. The University of New Brunswick may also advertise in other professional publications when so recommended by the Academic Department or Faculty concerned. Where appointments must be made urgently for sound academic reasons, exceptions to this practice may be authorized by the President of the University, who shall inform the Association immediately giving these reasons. Such exceptions shall be limited to term appointments.

22A.03 Appointments of Faculty Members shall be of three (3) types: probationary, tenured, and term. All new appointments to the rank of Lecturer shall be term appointments.

22A.04 For all new appointments the rank, type of appointment, salary, credit for previous experience, the length of the employment in the case of term appointments, and any special applicable conditions and responsibilities shall be determined by the University of New Brunswick in accordance with this Collective Agreement. For appointments to positions in the bargaining unit, the University of New Brunswick shall take into account any recommendations of the appropriate Assessment Committees concerning these matters for any proposed appointees.

Term Appointments

22A.05 Term appointments of Faculty Members may be made by the University of New Brunswick only for one (1) of the following purposes:

(a) to appoint an established scholar who has a continuing appointment elsewhere or who has retired from such an appointment. Such an individual shall be designated as "Visiting";

(b) to appoint a suitably qualified person to replace a Faculty Member who is on leave;

(c) to cater to specific teaching, research, scholarly or creative needs of limited duration which, for sound academic and/or budgetary reasons, should not result in a tenured or probationary appointment;

(d) in the event it has not been possible to locate persons with qualifications normally considered suitable for a probationary appointment, to appoint persons having lesser qualifications to the rank of Lecturer;

(e) to appoint persons who have retired from the University;

(f) to make appointments for such other reasons as may, from time to time, be agreed upon by the Parties.

Prior to the University of New Brunswick making a term appointment pursuant to Article 22A.05 (a) through (f) it shall notify the Association at least five (5) days before the position is to be advertised or at the time that advertising is waived under Article 22A.02. In the case of renewals or reappointments (excluding year two (2) renewals or reappointments) the Association shall be notified at least ten (10) days before the renewal or reappointment. The notification shall state in reasonable detail the reason as provided for under the appropriate sub-section of Article 22A.05.

22A.06 (a) **Normally f**ull-time term appointments to positions in the bargaining unit shall be made for periods not less than one (1) academic term and not exceeding two (2) academic years. The total duration of term appointments of an individual shall not exceed the greater of the equivalent of four (4) consecutive regular academic years or four (4) academic years (the equivalent of four (4) regular academic years may be spread over eight (8) years at the rate of one (1) term per regular academic year). With the written agreement of both Parties, term appointments may exceed four (4) regular academic years or four (4) academic years (or the equivalent as specified above).

(b) As the **only** exception**s** to a maximum term appointment duration of four (4) years without written agreement as noted in 22A.06(a) above, **extended full-time term appointments may be made for up to five (5) years: (i)** in the event that a Faculty Member is appointed to an administrative position of Dean, Assistant Vice-President, Associate Vice-President, or Vice-Presidents (Research, Saint John, Fredericton) and that the appointed Faculty Member is expected to return to the bargaining unit**; or (ii) where the salary is in whole or in part supported by contributions from external funds as referred to in Article 17B.02.**

22A.07 In the event that a Faculty Member holding a term appointment is given a probationary appointment, the probationary period shall be reduced on a year-for-year basis for any time served in the rank of Assistant Professor or above on a term appointment. Credit, if any, for previous service on term appointments in other capacities may be granted by the University of New Brunswick upon recommendations resulting from the assessment procedures set out in Article 25a.

Probationary Appointments

22A.08 The duration of a probationary appointment shall normally be six (6) years, unless a shorter period was stipulated in the letter of appointment.

Joint Appointments

22A.09 When sound academic reasons exist for doing so, a Faculty Member may be appointed jointly to two (2) or more Academic Departments or Faculties. Such appointments shall be at the same rank, of the same type and with the same salary rate, in the Academic Departments or Faculties concerned. When sound academic reasons exist for doing so, a Faculty Member may be appointed jointly to an Academic Department and to a non-academic unit within the University. The Faculty Member shall have his/her rank, type of appointment, academic component of salary, credit for previous experience, promotion eligibility and other academic conditions determined on the same basis as for other Faculty Members. If such Faculty Members commence working entirely in one (1) Academic Department, their salary shall be in accordance with this Collective Agreement.

Appointment Procedures for Positions Within the Bargaining Unit

22A.10 (a) The Dean in departmentalized faculties shall initiate the recruitment process by authorizing the Chair to seek candidates for approved positions or for positions which are expected to become vacant. The Dean shall inform the Chair of the minimum academic qualifications and experience required for the rank and type of appointment which may be recommended and of the period of validity for approved vacancies.

(b) The Dean in non-departmentalized faculties shall initiate the recruitment process seeking candidates for approved positions or for positions which are expected to become vacant. The Dean shall consider the minimum academic qualifications and experience required for the rank and type of appointment which may be recommended and of the period of validity for approved vacancies.

22A.11 Candidates for appointment shall be evaluated by the Assessment Committees as set out in Article 25. The Assessment Committee shall solicit input from all full-time Employees in the relevant unit(s) who are not candidates for the appointment.

22A.12 The letter of offer of appointment from the President of the University, or designate, to a prospective appointee shall specify the campus, Academic Department and/or Faculty, rank, type of appointment, probationary period (if applicable), the timing of the probationary review (if applicable), term of appointment (if applicable), salary, credit for previous experience, resettlement allowance, and any special applicable conditions and responsibilities which are not in conflict with this Collective Agreement. The letter shall note that the appointment is subject to approval by the Board of Governors and that the appointment will be recommended to the Board of Governors at its next meeting. The letter of offer of appointment shall include the URL of the collective agreement as per Article 6.02 and shall state that the terms of employment are subject to this and any subsequent Collective Agreement between the University of New Brunswick and the Association. Information describing the applicable benefit plans shall also be enclosed as well as a letter from AUNBT congratulating, and offering to consult with, the potential appointee.

22A.13 The best qualified Canadian applicant who meets the advertised requirements shall be offered the appointment unless no qualified Canadian who meets the advertised qualifications is available, in which case the appointment may be offered to a non-Canadian provided that such appointment is justified on the basis of superior academic or professional qualifications or expertise. The requirements shall not deliberately place Canadian applicants at a disadvantage. For the purpose of this Article, Canadian shall mean any person who is a Canadian citizen, a permanent resident or a resident holding a ministerial permit.

22A.14 In evaluating a candidate for appointment at a proposed rank, the criteria shall be the nature of the academic duties to be performed, the quality and character of the degrees held, and the record of, and/or potential for, performance of the candidate in dissemination of knowledge, in research, scholarly or creative work, in professional activity and in university or public service. The evaluation shall be objectively made on sound academic grounds in relation to the appropriate standard of the University for the appointment at the proposed rank:

(a) for appointment at the rank of Assistant Professor, the potential for achieving tenure in accordance with the criteria of Article 25D;

(b) for appointment to other ranks, the criteria for that rank set out in Article25D.

22A.15 In some cases, the provisions of Article 14.02 shall be subject to the requirements of certain externally-funded research or teaching projects. Such requirements shall be set out in writing to the Employees concerned, with a copy to the Association at the same time. Employees wishing to be employed in connection with such projects shall accept these requirements as conditions of employment. All Faculty Members shall be entitled to contractually agree to participate in such projects.

22A.16 Taking into account the recommendations under Article 25B.01, the President may recommend to the Board of Governors that an initial appointment be made at a particular rank when the proposed appointee:

(a) holds that rank at another recognized university, or

(b) has shown evidence of performance which meets the criteria for promotion to that rank set out in Article 25D.

22A.17 Taking into account the recommendations under Article 25B.01, the President may recommend to the Board of Governors that tenure be granted on initial appointment when the proposed appointee:

(a) holds a tenured appointment at another recognized university, or

(b) has shown evidence of performance which meets the criteria for tenure set out in Article 25D.

22A.18 Taking into account the recommendations under Article 25B.01, the President may recommend to the Board of Governors that credit for service towards promotion be granted on initial appointment when the proposed appointee has shown evidence of performance which meets the requirements for that rank at this University.

22A.19 When a probationary appointment commences during the first six (6) months of an academic year, the period of probation shall be considered to have commenced on the first day of that academic year. When a probationary appointment commences during the last six (6) months of an academic year, the period of probation shall be considered to have commenced on the first day of the next academic year.

Article 22B APPOINTMENTS OF INSTRUCTORS

22B.01 All appointments shall be to one (1) of the following ranks: Instructor, Senior Instructor or Senior Teaching Associate.

22B.02 Appointments of Instructors shall be made in accordance with Article 22B.10 only after the positions have been advertised by the University of New Brunswick on both campuses and in appropriate publications, in either print or electronic versions, which shall include at least University Affairs, the CAUT Bulletin and one (1) Canadian professional publication, if such exists, suggested by the Academic Department or Faculty. The University of New Brunswick may also advertise in other professional publications when so recommended by the Academic Department or Faculty concerned. Where appointments must be made urgently for sound academic reasons, exceptions to this practice may be authorized by the President of the University, who shall inform the Association immediately giving these reasons. In the case of re-appointment of an Instructor, advertising of the position shall not be required.

22B.03 Appointments of Instructors shall be of three (3) types: probationary, tenured and term.

22B.04 For all appointments to the rank of Instructor, the salary, the rank, any credit for previous experience, the duration of the term in the case of Instructors on term appointments and any special applicable conditions and responsibilities shall be determined by the University of New Brunswick in accordance with this Collective Agreement. For appointments to positions in the bargaining unit, the University of New Brunswick shall take into account any recommendations of the appropriate Assessment Committees concerning these matters for any proposed appointees.

Term Appointments

22B.05 Term appointments of Instructors may be made by the University of New Brunswick only for one (1) of the following purposes:

(a) to appoint an established scholar who has a tenured appointment elsewhere or who has retired from such an appointment. Such an individual shall be designated as "Visiting";

(b) to appoint a suitable qualified person to replace an Instructor or Faculty Member who is on leave. The rationale to use a term appointment Instructor to replace a Faculty Member on leave is for the purpose of having a term appointment address requirements caused by a leave and is made with the input of the department or non-departmentalized faculty;

(c) to cater to specific teaching needs of limited duration which; for sound academic and/or budgetary reasons should not result in a tenured appointment;

(d) to appoint persons who have retired from the University;

(e) to make appointments for such reasons as may, from time to time, be agreed upon by the Parties.

Prior to the University of New Brunswick making a term appointment pursuant to Article 22B.05 (a) through (e) it shall notify the Association at least five (5) days before the position is to be advertised or at the time that advertising is waived under Article 22B.02. In the case of renewals or reappointments (excluding year two (2) renewals or reappointments) the Association shall be notified at least ten (10) days before the renewal or reappointment. The notification shall state in reasonable detail the reason as provided under the appropriate sub-section of Article 22B.05.

22B.06 (a) **Normally,** Instructors may be appointed for terms of less than one (1) academic year but not less than one (1) academic term to meet specific teaching, laboratory or clinical needs of limited duration or for other sound academic and/or budgetary reasons. The total duration of such appointments shall not exceed the greater of the equivalent of four (4) consecutive regular academic years or four (4) academic years (the equivalent of four (4) regular academic years may be spread over eight (8) years at the rate of one (1) term per regular academic year). With the written agreement of both Parties, such appointments may exceed four (4) regular academic years or four (4) academic years (or the equivalent as specified above).

(b) As the **only** exception**s** to a maximum term appointment duration of four (4) years without written agreement as noted in 22B.06(a) above, **extended full-time term appointments may be made for up to five (5) years: (i)** in the event that an Instructor is appointed to an administrative position of Dean, Assistant Vice-President, Associate Vice-President, or Vice-Presidents (Research, Saint John, Fredericton) and that the appointed

Instructor is expected to return to the bargaining unit within five (5) years**; or (ii) where the salary is in whole or in part supported by contributions from external funds as referred to in Article 17B.02.**

22B.07 In the event that an Instructor holding a term appointment is given a probationary appointment, the probationary period shall be reduced on a year-for-year basis for any time served in the rank of Instructor or above on a term appointment. Credit, if any, for previous service on term appointments in other capacities may be granted by the University of New Brunswick upon recommendations resulting from the assessment procedures set out in Article 25.

Probationary Appointments

22B.08 The duration of a probationary appointment for persons appointed after the signing of this Collective Agreement shall normally be six (6) years, unless a shorter period was stipulated in the letter of appointment.

Joint Appointments

22B.09 When sound academic reasons exist for doing so, an Instructor may be appointed to two (2) or more Academic Departments and/or Faculties. Such appointments shall be at the same rank, and with the same salary rate in the units concerned. When sound academic reasons exist for doing so, an Instructor may be appointed jointly to an Academic Department and to a non-academic unit within the University. The Instructor shall have his/her rank, academic component of salary, credit for previous experience, and other academic conditions determined on the same basis as other Instructors. If such Instructors commence working entirely in one (1) Academic Department, their salary shall be in accordance with this Collective Agreement.

Appointment Procedures for Positions Within the Bargaining Unit

22B.10 (a) The Dean in departmentalized faculties shall initiate the recruitment process by authorizing the Chair to seek candidates for approved positions or for positions which are expected to become vacant. The Dean shall inform the Chair of the minimum academic qualifications and experience required for the rank and type of appointment which may be recommended and of the period of validity for approved vacancies.

(b) The Dean in non-departmentalized faculties shall initiate the recruitment process seeking candidates for approved positions or for positions which are expected to become vacant. The Dean shall consider the minimum academic qualifications and experience required for the rank and type of appointment which may be recommended and of the period of validity for approved vacancies.

22B.11 Candidates for appointment shall be evaluated by the Assessment Committees as set out in Article 25A.04. The Assessment Committee shall solicit input from all full-time Employees in the relevant unit(s) who are not candidates for the appointment.

22B.12 The letter of offer of an Instructor appointment from the President of the University or designate, to a prospective appointee shall specify the campus, academic unit, rank, term of appointment (if appropriate), whether the appointment is renewable or not, salary, credit for previous experience, moving allowance, and any special applicable conditions and responsibilities which are not in conflict with this Collective Agreement. The letter shall note that the appointment is subject to approval by the Board of Governors and that the appointment will be recommended to the Board of Governors at its next meeting. The letter of offer of appointment shall include the URL of the collective agreement as per Article 6.02 and shall state that the terms of employment are subject to this and any subsequent Collective

Agreement between the University of New Brunswick and the Association. Information describing the applicable benefit plans shall also be enclosed as well as a letter from AUNBT congratulating, and offering to consult with, the potential appointee.

22B.13 The best qualified Canadian applicant who meets the advertised requirements shall be offered the appointment unless no qualified Canadian who meets the advertised qualifications is available, in which case the appointment may be offered to a non-Canadian provided that such appointment is justified on the basis of superior academic or professional qualifications or expertise. The requirements shall not deliberately place Canadian applicants at a disadvantage. For the purpose of this Article, Canadian shall mean any person who is a Canadian citizen, a permanent resident or a resident holding a ministerial permit.

22B.14 In evaluating a candidate for a proposed rank, the criteria shall be the nature of the academic duties to be performed, the quality and character of the degrees held and the record of, and/or potential for, performance of the candidate in teaching. When appropriate, the record of performance of the candidate in research, scholarly or creative work, in professional activity and in university or public service, may also be considered. The evaluations shall be objectively made on sound academic grounds in relation to the appropriate standard of the University for the Instructor, Senior Instructor and Senior Teaching Associate ranks.

22B.15 In some cases, the provisions of Article 14 shall be subject to the requirements of certain externally-funded research or teaching projects. Such requirements shall be set out in writing to the Employees concerned, with a copy to the Association at the same time. Employees wishing to be employed in connection with such projects shall accept these requirements as conditions of employment. All Instructors shall be entitled to contractually agree to participate in such projects.

22B.16 Taking into account the recommendations under Article 25B, the President may recommend to the Board of Governors that an initial appointment be made at Senior Instructor or Senior Teaching Associate rank when the proposed appointee:

(a) holds that rank or its equivalent at another recognized university, or

(b) has a record of performance consistent with the criteria for appointment to the rank of Senior Instructor or Senior Teaching Associate at this University as set out in Article 25F.

22B.17 Taking into account the recommendations under Article 25C, the President may recommend to the Board of Governors that a tenured appointment be granted on initial appointment when the proposed appointee:

(a) holds a tenured appointment at another recognized university, or

(b) has shown evidence of performance which meets the criteria for tenure set out in Article 25E.

22B.18 Taking into account the recommendations under Article 25B, credit for previous experience may be granted on initial appointment when the proposed appointee has shown evidence of performance which meets the criteria for that rank at this University.

22B.19 When a probationary appointment commences during the first six (6) months of an academic year, the period of probation shall be considered to have commenced on the first day of that academic year. When a probationary appointment commences

during the last six (6) months of an academic year, the period of probation shall be considered to have commenced on the first day of the next academic year.

Article 22C APPOINTMENTS OF LIBRARIANS AND ARCHIVISTS

22C.01 Appointments of Librarians shall be to one (1) of the following classifications: Librarian I, Librarian II, Librarian III, or Librarian IV. Appointments of Archivists shall be to one (1) of the following classifications: Archivist I, Archivist II, Archivist III, or Archivist IV.

22C.02 Appointments of Librarians and Archivists to positions in the bargaining unit shall be made in accordance with this article only after the positions have been advertised by the University of New Brunswick on both campuses and in appropriate publications, in either print or electronic versions, including at least *Feliciter*. The University of New Brunswick may also advertise in other professional publications taking into account any recommendations by the Library Department Head concerned. Where appointments must be made urgently for sound reasons, exceptions to this practice may be authorized by the appropriate Vice-President, who shall inform the Association immediately giving these reasons. Such exceptions shall be limited to term appointments.

22C.03 Appointments of Librarians and Archivists may be made by the University of New Brunswick at any time, and shall be of the following types: term, probationary or tenured.

22C.04 The University of New Brunswick shall determine for all Librarian and Archivist appointments, the classification, type of appointment, credit (if any) for previous experience, the salary, the length of employment (in the case of term appointments) and any special applicable conditions and responsibilities which are not in conflict with this Collective Agreement. For appointments to positions in the bargaining unit, the University of New Brunswick shall take into account any recommendations of the Library Assessment Committee concerning these matters.

22C.05 Term appointments of Librarians and Archivists may be made by the University of New Brunswick only for one (1) of the following purposes:

(a) to appoint a suitably qualified person to replace a Librarian or Archivist who is on leave;

(b) to cater to specific needs of limited duration which, for sound reasons, should not result in a probationary or tenured appointment;

(c) to make appointments for such other reasons as may, from time to time, be agreed upon by the Parties.

Prior to the University of New Brunswick making a term appointment pursuant to Article 22C.05 (a) through (c) it shall notify the Association at least five (5) days before the position is to be advertised or at the time that advertising is waived under Article 22C.02. In the case of renewals or reappointments (excluding year two (2) renewals or reappointments) the Association shall be notified at least ten (10) days before the renewal or reappointment. The notification shall state in reasonable detail the reason as provided under the appropriate subsection of Article 22C.05.

22C.06 Full-time term appointments to positions in the bargaining unit shall be made for periods not exceeding two (2) years. With the written agreement of both Parties, the total duration of term appointments may exceed four (4) years.

22C.07 In the event that a Librarian or an Archivist holding a term appointment is given a probationary appointment, the probationary period shall be reduced on a year-for-year basis (to a maximum of two (2) years) for any time served in a Librarian or an Archivist rank on a term appointment. Credit, if any, for other relevant experience may be granted by the University of New Brunswick taking into account any recommendations under Article 25.

Probationary Appointments

22C.08 The duration of a probationary appointment for persons appointed after the signing of this Collective Agreement shall be four (4) years, unless a shorter period was stipulated in the letter of appointment.

22C.09 When sound reasons exist for doing so, a Librarian's or an Archivist's appointment may include responsibilities in two (2) or more Libraries or Library Departments on the same campus. Such appointments shall be of the same type and with the same salary rate in the units concerned.

Appointment Procedures for Positions Within the Bargaining Unit

22C.10 The **Dean** of Libraries (Fredericton) or Director of Information Systems and Services (Saint John Campus Library) shall initiate the recruitment process by authorizing the Department or Branch Heads to seek candidates for approved positions or for positions which are expected to become vacant. The **Dean** of Libraries (Fredericton) or Director of Information Systems and Services (Saint John Campus Library) shall inform the Department or Branch Head of the minimum academic qualifications and experience required for the classification and type of appointment which may be recommended and of the period of validity for approved vacancies.

22C.11 Candidates for appointment shall be evaluated by the Library Assessment Committee as set out in Article 25. The Assessment Committee shall solicit input from all full-time Employees in the relevant unit(s) who are not candidates for the appointment.

22C.12 The letter of offer of appointment to a prospective appointee shall specify the campus, Library or Library Department, classification, type of appointment, probationary period (if applicable), term of appointment (if applicable), salary, credit for previous experience, resettlement allowance, and any special applicable conditions and responsibilities which are not in conflict with this Collective Agreement. The letter shall note that the appointment is subject to approval by the Board of Governors and that the appointment will be recommended to the Board of Governors at its next meeting. The letter of offer of appointment shall include the URL of the collective agreement as per Article 6.02 and shall state that the terms of employment are subject to this and any subsequent Collective Agreement between the University of New Brunswick and the Association. Information describing the applicable benefit plans shall also be enclosed as well as a letter from AUNBT congratulating, and offering to consult with, the potential appointee.

22C.13 The best qualified Canadian applicant who meets the advertised requirements shall be offered the appointment unless no qualified Canadian who meets the advertised qualifications is available, in which case the appointment may be offered to a non-Canadian provided that such appointment is justified on the basis of superior academic or professional qualifications or expertise. The requirements shall not deliberately place Canadian applicants at a disadvantage. For the purpose of this Article, Canadian shall mean any person who is a Canadian citizen, a permanent resident or a resident holding a ministerial permit.

22C.14 In evaluating a candidate for a proposed classification, the criteria shall be the nature of the library duties to be performed, the quality and character of the degrees

held and the record of, and/or potential for, performance of the candidate. The evaluation shall be objectively made on sound professional grounds in relation to the appropriate standard of the University for the Librarian or Archivists classifications, as the case may be:

(a) for appointment at Librarian I or Archivist I, the potential for achieving a tenured appointment in accordance with the criteria set out in Article 25F;

(b) for appointment to other classifications, the criteria for those classifications as set out in Article 25F.

22C.15 In some cases, the provisions of Article 14.02 shall be subject to the requirements of certain externally-funded research or teaching projects. Such requirements shall be set out in writing to the Employees concerned, with a copy to the Association at the same time. Employees wishing to be employed in connection with such projects shall accept these requirements as conditions of employment. All Librarians and Archivists shall be entitled to contractually agree to participate in such projects.

22C.16 Taking into account the recommendations under Article 25C.01, the President may recommend to the Board of Governors that an initial appointment be made in a particular classification when the proposed appointee:

(a) holds that Library classification elsewhere, or

(b) has shown evidence of performance which meets the criteria for promotion to that classification as set out in Article 25F.

22C.17 Taking into account the recommendations under Article 25C, the President may recommend to the Board of Governors that a tenured appointment be granted on initial appointment when the proposed appointee:

(a) holds a tenured appointment as a professional Librarian or Archivist (depending upon the type of appointment) elsewhere; or

(b) has shown evidence of performance which meets the criteria for a tenured appointment set out in Article 25.

22C.18 Taking into account the recommendations under Article 25C, credit for service towards eligibility for a tenured appointment may be granted on initial appointment when the proposed appointee has shown evidence of performance which meets the criteria for a Librarian or an Archivist (depending upon the type of appointment) in a probationary appointment at this University.

22C.19 For Librarians and Archivists hired after July 1, 2016, when a probationary appointment commences during the first nine (9) months of an academic year, the period of probation shall be considered to have commenced on the first day of that academic year. When a probationary appointment commences during the last three (3) months of an academic year, the period of probation shall be considered to have commenced on the first day of the next academic year.

Article 22D RENEWAL OF TERM APPOINTMENTS

22D.01 Employees on term appointments which are explicitly stated to be subject to renewal in the letter of appointment shall be informed, in writing, by the University of New Brunswick at least 40 days prior to the expiry of the term as to whether or

not their appointment will be renewed. Failure to inform an Employee 40 days prior to the expiry of a term explicitly stated to be subject to renewal shall constitute renewal for the lesser of (a) another term of the same duration; or (b) one (1) year. The letter of appointment offering any term appointment shall make specific reference to this Article.

Article 22E APPOINTMENT OF NURSE CLINICIANS

22E.01 All appointments shall be to one (1) of the following ranks: Nurse Clinician I, Nurse Clinician II, or Nurse Clinician III. If a Nurse Clinician I or II completes all requirements for a MN or MScN, he/she will be converted to a Nurse Clinician III upon notification to the Dean of successful completion.

22E.02 Appointments of Nurse Clinicians shall be made in accordance with Article 22E.10 only after the positions have been advertised by the University of New Brunswick on both campuses and in appropriate publications, in either print or electronic versions, which shall include one (1) professional publication, if such exists, suggested by the Academic Department. The University of New Brunswick may also advertise in other professional publications. Where appointments must be made urgently for sound academic reasons, exceptions to this practice may be authorized by the President of the University, who shall inform the Association immediately giving these reasons. In the case of re-appointment of a Nurse Clinician, advertising of the position shall not be required.

22E.03 Appointments of Nurse Clinicians shall be of three (3) types: probationary, tenured and term.

22E.04 For all appointments to the rank of Nurse Clinician, the salary, the rank, any credit for previous experience, the duration of the term in the case of Nurse Clinicians on term appointments, and any special applicable conditions and responsibilities shall be determined by the University of New Brunswick in accordance with this Collective Agreement. For appointments to positions in the bargaining unit, the University of New Brunswick shall take into account any recommendations of the appropriate Assessment Committees concerning these matters for any proposed appointees.

Term Appointments

22E.05 Term appointments of Nurse Clinicians may be made by the University of New Brunswick only for one (1) of the following purposes:

(a) to appoint a suitable qualified person to replace a Nurse Clinician who is on leave;

(b) to cater to specific clinical teaching needs of limited duration;

(c) to appoint persons who have retired from the University;

(d) to make appointments for such reasons as may, from time to time, be agreed upon by the Parties.

When the University of New Brunswick makes a term appointment, it shall inform the Association under Article 13.01(a) and shall state the reason as provided under the appropriate sub-section of Article 22E.05.

22E.06 (a) **Normally,** Nurse Clinicians may be appointed for terms of less than one (1) academic year or less than one (1) academic term to meet specific clinical

teaching, laboratory or clinical needs based on fluctuating enrolment and requirements for clinical practicums of limited duration or for other sound academic and/or budgetary reasons. The total duration of such appointments shall not exceed the greater of the equivalent of four (4) consecutive regular academic years or four (4) academic years (the equivalent of four (4) regular academic years may be spread over eight (8) years at the rate of one (1) term per regular academic year). With the written agreement of both Parties, such appointments may exceed four (4) regular academic years or four (4) academic years (or the equivalent as specified above).

(b) As the **only** exception**s** to a maximum term appointment duration of four (4) years without written agreement as noted in 22E.06(a) above, **extended full-time term appointments may be made for up to five (5) years: (i)** in the event that a Nurse Clinician is appointed to an administrative position of Dean, Assistant Vice-President, Associate Vice-President, or Vice-Presidents (Research, Saint John, Fredericton) and that the appointed Nurse Clinician is expected to return to the bargaining unit within five (5) years**; or (ii) where the salary is in whole or in part supported by contributions from external funds as referred to in Article 17B.02.**

22E.07 In the event that a Nurse Clinician holding **a term** appointment, is given a probationary appointment, the probationary period shall be reduced on a year-for-year basis for any time served in the rank of Nurse Clinician on a term appointment.

Credit, if any, for previous service on term appointments in other capacities may be granted by the University of New Brunswick upon recommendations resulting from the assessment procedures set out in Article 25.

Probationary Appointments

22E.08 The duration of a probationary appointment for persons appointed after the signing of this Collective Agreement shall normally be six (6) years, unless a shorter period was stipulated in the letter of appointment.

Appointment Procedures for Positions Within the Bargaining Unit

22E.09 (a) The Dean in departmentalized faculties shall initiate the recruitment process by authorizing the Chair to seek candidates for approved positions or for positions which are expected to become vacant. The Dean shall inform the Chair of the minimum academic qualifications and experience required for the rank and type of appointment which may be recommended and of the period of validity for approved vacancies.

(b) The Dean in non-departmentalized faculties shall initiate the recruitment process seeking candidates for approved positions or for positions which are expected to become vacant. The Dean shall consider the minimum academic qualifications and experience required for the rank and type of appointment which may be recommended and of the period of validity for approved vacancies.

22E.10 Candidates for appointment shall be evaluated by the Assessment Committees as set out in Article 25. The Assessment Committee shall solicit input from all full-time Employees in the relevant unit(s) who are not candidates for the appointment.

22E.11 The letter of offer of a Nurse Clinician appointment from the President of the University or designate, to a prospective appointee shall specify the campus, academic unit, rank, term of appointment (if appropriate), whether the appointment is renewable or not, salary, credit for previous experience, moving allowance, and

any special applicable conditions and responsibilities which are not in conflict with this Collective Agreement. The letter shall note that the appointment is subject to approval by the Board of Governors and that the appointment will be recommended to the Board of Governors at its next meeting. The letter of offer of appointment shall include the URL of the collective agreement as per Article 6.02 and shall state that the terms of employment are subject to this and any subsequent Collective Agreement between the University of New Brunswick and the Association. Information describing the applicable benefit plans shall also be enclosed as well as a letter from AUNBT congratulating, and offering to consult with, the potential appointee.

22E.12 The best qualified Canadian applicant who meets the advertised requirements shall be offered the appointment unless no qualified Canadian who meets the advertised qualifications is available, in which case the appointment may be offered to a non-Canadian provided that such appointment is justified on the basis of superior academic or professional qualifications or expertise. The requirements shall not deliberately place Canadian applicants at a disadvantage. For the purpose of this Article, Canadian shall mean any person who is a Canadian citizen, a permanent resident or a resident holding a ministerial permit.

22E.13 In evaluating a candidate for a proposed rank, the criteria shall be the nature of the clinical and laboratory teaching to be performed, the nature of the preceptorship experience, and the record of, and/or potential for, performance of the candidate in clinical teaching. When appropriate, the record of performance of the candidate in professional activity and in university or public service, may also be considered. The evaluations shall be objectively made on sound academic grounds in relation to the appropriate standard of the University for Nurse Clinician I, Nurse Clinician II and Nurse Clinician III ranks.

22E.14 In some cases, the provisions of Article 14.02 shall be subject to the requirements of certain externally-funded research or teaching projects. Such requirements shall be set out in writing to the Employees concerned, with a copy to the Association at the same time. Employees wishing to be employed in connection with such projects shall accept these requirements as conditions of employment. All Nurse Clinicians shall be entitled to contractually agree to participate in such projects.

22E.15 Taking into account the recommendations under Article 25C, the President may recommend to the Board of Governors that a tenured appointment be granted on initial appointment when the proposed appointee:

(a) holds a tenured appointment at another recognized university, or

(b) has shown evidence of performance which meets the criteria for tenure set out in 25G.

22E.16 Taking into account the recommendations under Article 25E.01, credit for previous experience may be granted on initial appointment when the proposed appointee has shown evidence of performance which meets the criteria for that rank at this University.

22E.17 When a probationary appointment commences during the first six (6) months of an academic year, the period of probation shall be considered to have commenced on the first day of that academic year. When a probationary appointment commences during the last six (6) months of an academic year, the period of probation shall be considered to have commenced on the first day of the next academic year.

Article 23A PROBATION AND TENURE OF FACULTY MEMBERS

23A.01 The performance of Faculty Members holding probationary appointments shall be assessed during the fourth year of the appointment. Assessment after a shorter period shall take place only if specified in the Faculty Member's letter of appointment. A Faculty Member may, for good cause, voluntarily request a deferral for up to a maximum of two (2) additional years. Such requests shall be considered on their merits by the appropriate Vice-President, and shall not be unreasonably denied.

Leave without pay shall not normally be counted as service towards eligibility for tenure.

23A.02 During the probationary period, at the end of each academic year the Faculty Member shall submit a self-evaluation of his/her performance in terms of the criteria for tenure set out in Article 25D and considering the professional responsibilities of the Faculty Member as set out in Articles 16A and 19A. This self-evaluation shall be submitted by June 30 to the Chair, or in Faculties without Departments, the Dean. The Chair (or Dean in the Faculties without Departments) shall discuss the self-evaluation with the Faculty Member. These informal self-evaluations and discussions shall not constitute a performance review as provided for under Article 43. Each year the Chair shall discuss with the Dean the performance of all Faculty Members holding probationary appointments.

23A.03 The Dean shall notify the Faculty Member in writing, not later than May 1, of an impending probationary or tenure assessment. At the same time, the Dean will also advise the Faculty Member to examine the contents of his/her Official File and to provide appropriate documentation to the Dean, in accordance with Article 25B.05, no later than September 1 or July 1 of the assessment year in accordance with Article 25B.02.

23A.04 The Faculty Member shall be assessed for satisfactory progress towards meeting the criteria for tenure set out in Article 25D, using the procedures set out in Article 25B.

23A.05 In accordance with the decision of the Vice-Presidents concerning assessment of the Faculty Member, the President shall recommend and the Board of Governors shall:

(a) terminate the probationary appointment in those cases where the performance of the Faculty Member is clearly unsatisfactory and a further attempt by the Faculty Member to improve his/her performance towards a level consistent with tenure is deemed unlikely to be successful, or

(b) continue the probationary appointment for an additional two (2) years, or

(c) grant tenure in those outstanding cases where, in the assessment under Article 23A.04, the performance of the Faculty Member clearly meets the criteria for tenure set out in Article 25D.

23A.06 A Faculty Member may apply for tenure assessment during the first year of the continued probationary appointment and shall be assessed for satisfactory performance with respect to meeting the criteria for tenure set out in Article 25D using the procedures set out in Article 25B.

In accordance with the decision of the Vice-Presidents concerning tenure assessment of the Faculty Member, the President shall recommend and the Board of Governors shall:

(a) grant tenure in those cases where the performance of the Faculty Member meets the criteria for tenure set out in Article 25D, or

(b) continue the probationary appointment for one (1) further year.

23A.07 The performance of Faculty Members whose probationary appointments were continued for two (2) years, according to the provisions of Article 23A.05(b), shall be assessed for tenure during the second year of the continued appointment for satisfactory performance with respect to meeting the criteria for tenure set out in Article 25D using the procedures set out in Article 25B. A Faculty Member may, for good cause, voluntarily request a deferral for up to a maximum of two (2) additional years. Such requests shall be considered on their merits by the appropriate Vice-President, and shall not be unreasonably denied.

In accordance with the decision of the Vice-Presidents concerning the tenure assessment of the Faculty Member, the President shall recommend and the Board of Governors shall:

(a) grant tenure in those cases where the performance of the Faculty Member meets the criteria for tenure set out in Article 25D; or

(b) deny tenure. The candidate shall normally be offered a term appointment for one (1) further year.

23A.08 A grant of tenure shall result in a simultaneous promotion to the rank of Associate Professor in accordance with Article 24A. However, promotion to the rank of Associate Professor does not automatically result in the granting of tenure.

23A.09 Notwithstanding any other provision of this Collective Agreement, a Faculty Member who was not granted tenure on an initial appointment shall not be assessed for tenure or granted tenure until he/she has served a minimum of three (3) years at the University of New Brunswick. Assessment for or grant of tenure after a shorter period shall take place only if specified in the Faculty Member's letter of appointment.

Article 23B PROBATION AND TENURE OF INSTRUCTORS

23B.01 The performance of Instructors holding probationary appointments shall be assessed during the fourth year of the probationary appointment. Assessment after a shorter period shall take place only if specified in the Instructor's letter of appointment. An Instructor may, for good cause, voluntarily request a deferral for up to a maximum of two (2) additional years. Such requests shall be considered on their merits by the appropriate Vice-President, and shall not be unreasonably denied.

Leave without pay shall not normally be counted as service towards eligibility for tenure.

23B.02 During the probationary period, at the end of each academic year the Instructor shall submit a self-evaluation of his/her performance in terms of the criteria for tenure set out in Article 25E and considering the professional responsibilities of the Instructor as set out in Articles 16B and 19B. This self-evaluation shall be submitted

by June 30 to the Chair, or in Faculties without departments the Dean. The Chair (or Dean in Faculties without departments) shall discuss the self-evaluation with the Instructor. These informal self-evaluations and discussions shall not constitute a performance review as provided for under Article 43. Each year the Chair shall discuss with the Dean the performance of all Instructors holding probationary appointments.

23B.03 The Dean shall notify the Instructor in writing of an impending automatic review not later than May 1. The Instructor concerned shall, upon request by the Dean, provide additional appropriate documentation not contained in the Official File, not later than September 1 of the assessment year.

23B.04 The Instructor shall be assessed for satisfactory progress towards meeting the criteria for tenure as set out in Article 25E using the procedures set out in Article 25B.

23B.05 In accordance with the decision of the Vice-Presidents concerning assessment of the Instructor under Article 22B.06, using the criteria of 25E and the procedures of 25B, the President shall recommend and the Board of Governors shall:

(a) terminate the probationary appointment in those cases where the performance of the Instructor is clearly unsatisfactory and a further attempt by the Instructor to improve his/her performance towards a level consistent with tenure is deemed unlikely to be successful, or

(b) continue the probationary appointment for an additional two (2) years, or

(c) grant tenure in those outstanding cases where, in the assessment under Article 23B.04, the performance of the Instructor clearly meets the criteria for tenure set out in Article 25E.

23B.06 An Instructor may apply for tenure assessment during the first year of the continued probationary appointment and shall be assessed for satisfactory performance with respect to meeting the criteria for tenure set out in Article 25E using the procedures set out in Article 25B.

In accordance with the decision of the Vice-Presidents concerning tenure assessment of the Instructor, the President shall recommend and the Board of Governors shall:

(a) grant tenure in those cases where the performance of the Instructor meets the criteria for tenure set out in Article 25, or

(b) continue the probationary appointment for one (1) further year.

23B.07 The performance of Instructors whose probationary appointments were continued for two (2) years, according to the provisions of Article 23B.05 shall be assessed for tenure during the second year of the continued appointment for satisfactory performance with respect to meeting the criteria for tenure set out in Article 25E using the procedures set out in Article 25B. A Faculty Member may, for good cause, voluntarily request a deferral for up to a maximum of two (2) additional years. Such requests shall be considered on their merits by the appropriate Vice-President, and shall not be unreasonably denied.

In accordance with the decision of the Vice-Presidents concerning the tenure assessment of the Instructor, the President shall recommend and the Board of Governors shall:

(a) grant tenure in those cases where the performance of the Instructor meets the criteria for tenure set out in Article 25E; or

(b) deny tenure. The candidate shall normally be offered a term appointment for one (1) further year.

23B.08 A grant of tenure shall result in a simultaneous promotion to the rank of Senior Instructor in accordance with Article 24B. However, promotion to the rank of Senior Instructor does not automatically result in the granting of tenure.

23B.09 Notwithstanding any other provision of this Collective Agreement, an Instructor who was not granted tenure on an initial appointment shall not be assessed for tenure or granted tenure until he/she has served a minimum of three (3) years at the University of New Brunswick. Assessment for or grant of tenure after a shorter period shall take place only if specified in the Instructor's letter of appointment.

Article 23C PROBATION AND TENURE OF LIBRARIANS AND ARCHIVISTS

23C.01 The performance of Librarians and Archivists holding probationary appointments shall be assessed during the second year of the probationary appointment. Assessment after a shorter period shall take place only if specified in the Librarian's or Archivist's letter of appointment. A Librarian or an Archivist may, for good cause, voluntarily request a deferral for up to a maximum of two (2) additional years. Such requests shall be considered on their merits by the appropriate Vice-President, and shall not be unreasonably denied.

Leave without pay shall not normally be counted as service towards eligibility for tenure.

23C.02 Probationary appointments of **L**ibrarians and Archivists shall be for a period of not more than four (4) years.

During the probationary period, **at the end of each academic year,** the Librarian or Archivist shall submit a self-evaluation of his/her performance in terms of the criteria for continuing the appointment as set out in Article 25F and considering the professional responsibilities of the **L**ibrarian or Archivists as set out in Articles 16C and 19C. This self-evaluation shall be submitted as follows:

Fredericton Campus:

The self-evaluation is submitted to the appropriate Library Department Head. The Library Department Head shall discuss the self-evaluation with the Librarian or Archivist. These informal self-evaluations and discussions shall not constitute a performance review under Article 43. The Library Department Head shall discuss with the **Dean** of Libraries (Fredericton) or the Dean of the Faculty of Law, as appropriate, the performance of Librarians and Archivists holding probationary appointments. The Dean of the Faculty of Law may seek the advice of the **Dean** of Libraries (Fredericton) should it be necessary to have an opinion concerning the technical aspect of a Librarian's or an Archivist's job performance.

Saint John Campus:

The self-evaluation is submitted to the Director of Information Systems and Services (Saint John Campus Library) or a specific position designated by September 1, each year by the Vice-President (Saint John). The Director of Information Systems and Services (Saint John Campus Library) or the person holding the position designated by the Vice-President (Saint John) shall discuss the self-evaluation with the Librarian or Archivist. These informal self-evaluations and discussions shall not constitute a performance review under Article 43. The Director of Information Systems and Services (Saint John Campus Library) or the person holding the position designated by the Vice-President (Saint John), shall discuss with the Vice-President (Saint John) the performance of Librarians or Archivists holding probationary appointments. The Vice-President (Saint John) may seek the advice of the **Dean** of Libraries (Fredericton) should it be necessary to have an opinion concerning the technical aspect of a Librarian's or an Archivist's job performance.

23C.03 The **Dean of Libraries (Fredericton) or Director of Information Services and Systems (Saint John Campus Library) shall notify the L**ibrarian or Archivist **in writing, no later than May 1st, of an impending probationary or tenure assessment. At the same time, the Dean or Director will also advise the Librarian or Archivist to examine the contents of his/her Official File and to provide appropriate documentation to the Dean or Director, in accordance with Article 25C.06, no later than September 1 or July 1 of the assessment year in accordance with Article 25C.02.**

23C.04 The Librarian or Archivist shall be assessed for satisfactory performance towards meeting the criteria for tenure with respect to the criteria set out in Article 25F, using the procedures set out in Article 25C.

23C.05 Taking into account the recommendations under Article 25C concerning the probationary assessment of the Librarian or Archivist, the President shall recommend and the Board of Governors shall:

(a) terminate the appointment in those cases where the performance of the Librarian or Archivist is clearly unsatisfactory and a further attempt by the Librarian or Archivist to improve his/her performance towards a level consistent with tenure is deemed unlikely to be successful, or

(b) continue probationary appointment for an additional two (2) years, or

(c) grant tenure in those outstanding cases where, in the assessment under Article 23C.04, the performance of the Librarian or Archivist clearly meets the criteria for tenure set out in Article 25F.

23C.06 A Librarian or an Archivist may apply for tenure assessment during the first year of the continued probationary appointment and shall be assessed for satisfactory performance with respect to meeting the criteria for tenure set out in Article 25F using the procedures set out in Article 25C.

In accordance with the decision under Article 25C.01 concerning assessment of the Librarian or Archivist, the President shall recommend and the Board of Governors shall:

(a) grant tenure in those cases where the performance of the Librarian or Archivist meets the criteria for tenure set out in Article 25, or

(b) continue the probationary appointment for one (1) further year.

23C.07 In accordance with the decision under Article 25C, concerning the tenure assessment of the Librarian or Archivist, the President shall recommend and the Board of Governors shall:

(a) grant tenure in those cases where the performance of the Librarian or Archivist meets the criteria for tenure set out in Article 25F, or

(b) deny tenure. A decision to terminate the employment of a Librarian or Archivist during the probationary period shall be communicated, with reasons, to the Librarian or Archivist not later than 60 days prior to the termination date. At the discretion of the President, a Librarian or Archivist may receive 60 days' pay in lieu of notice.

23C.08 For Librarians, a grant of tenure shall result in simultaneous promotion to the classification of Librarian II. However promotion from Librarian I to Librarian II does not automatically result in the grant of tenure. For Archivists, a grant of tenure shall result in simultaneous promotion to the classification of Archivist II. However, promotion from Archivist I to Archivist II does not automatically result in the grant of tenure.

23C.09 Notwithstanding any other provision of this Collective Agreement, a Librarian or Archivist who was not granted tenure on an initial appointment shall not be assessed for tenure or granted tenure until he/she has served a minimum of two (2) years at the University of New Brunswick. Assessment for or granting of tenure after a shorter period shall take place only if specified in the Librarian's or Archivist's letter of appointment.

Article 23D PROBATION AND TENURE OF NURSE CLINICIANS

23D.01 The performance of Nurse Clinicians holding probationary appointments shall be assessed during the fourth year of the probationary appointment. Assessment after a shorter period shall take place only if specified in the Nurse Clinician's letter of appointment. A Nurse Clinician may, for good cause, voluntarily request a deferral for up to a maximum of two (2) additional years. Such requests shall be considered on their merits by the appropriate Vice-President, and shall not be unreasonably denied.

Leave without pay shall not normally be counted as service towards eligibility for tenure.

23D.02 During the probationary period, at the end of each academic year the Nurse Clinician shall submit a self-evaluation of his/her performance considering the professional responsibilities of the Nurse Clinician as set out in Articles 16D and 19D. This self-evaluation shall be submitted by June 30 to the Chair, or in Faculties without departments, the Dean. The Chair (or Dean in Faculties without departments) shall discuss the self-evaluation with the Nurse Clinician. These informal self-evaluations and discussions shall not constitute a performance review as provided for under Article 43.

23D.03 The Dean shall notify the Nurse Clinician in writing of an impending automatic review not later than May 1. The Nurse Clinician concerned shall, upon request by the Dean, provide additional appropriate documentation not contained in the Official File, not later than September 1 of the assessment year.

23D.04 The Nurse Clinician shall be assessed for satisfactory progress towards meeting the criteria for tenure as set out in Article 25G using the procedures set out in Article 25B.

23D.05 In accordance with the decision of the Vice-Presidents concerning assessment of the Nurse Clinician using the criteria of 25G and the procedures of 25B, the President shall recommend and the Board of Governors shall:

(a) terminate the probationary appointment in those cases where the performance of the Nurse Clinician is clearly unsatisfactory and a further attempt by the Nurse Clinician to improve his/her performance towards a level consistent with tenure is deemed unlikely to be successful, or

(b) continue the probationary appointment for an additional two (2) years, or

(c) grant tenure in those cases where, in the assessment under Article 23D.04, the performance of the Nurse Clinician clearly meets the criteria for tenure set out in Article 25G.

23D.06 The performance of Nurse Clinicians whose probationary appointments were continued for two (2) years, according to the provisions of Article 23D.05 shall be assessed for tenure during the second year of the continued appointment for satisfactory performance with respect to meeting the criteria for tenure set out in Article 25G, using the procedures set out in Article 25B. A Nurse Clinician may, for good cause, voluntarily request a deferral for up to a maximum of two (2) additional years. Such requests shall be considered on their merits by the appropriate Vice-President, and shall not be unreasonably denied.

In accordance with the decision of the Vice-Presidents concerning the tenure assessment of the Nurse Clinician, the President shall recommend and the Board of Governors shall:

(a) grant tenure in those cases where the performance of the Nurse Clinician meets the criteria for tenure set out in Article 25G; or

(b) deny tenure. The candidate shall normally be offered a term appointment for one (1) further year.

23D.07 Notwithstanding any other provision of this Collective Agreement, a Nurse Clinician who was not granted tenure on an initial appointment shall not be assessed for tenure or granted tenure until he/she has served a minimum of three (3) years at the University of New Brunswick. Assessment for or grant of tenure after a shorter period shall take place only if specified in the Nurse Clinician's letter of appointment.

Article 24A PROMOTION OF FACULTY MEMBERS

24A.01 The term promotion designates the transition from Assistant Professor to Associate Professor, or from Associate Professor to Professor.

24A.02 Leave without pay shall not normally count as service towards eligibility for promotion.

24A.03 Faculty members may apply for promotion in any year after spending three (3) years in their present rank by forwarding a request to the Dean, together with any additional appropriate documentation not already contained in the Official File. Such requests must be received by the Dean not later than September 1 or July 1 in

accordance with Article 25B.02 for consideration for promotion with effect from the beginning of the next academic year.

24A.04

a) Assistant Professors will be reviewed automatically for promotion to Associate Professor after five (5) years' service in that rank (i.e. in the sixth year) unless a shorter period is specified in the letter of appointment. The Dean shall notify the Faculty Member in writing of an impending automatic review not later than May 1, advising him/her to examine the contents of his/her Official File and to provide appropriate documentation to the Dean, in accordance with Article 25B.05, no later than September 1 of the assessment year in accordance with 25B.02. Faculty members who wish to defer this automatic review for a specified period of one (1) or two (2) years shall so inform the Dean, in writing, by July 1 of the Academic Year in which the automatic review was to be carried out.

b) In accordance with Article 25D.07, the normal date of eligibility for promotion to Professor shall be specified in the letter of promotion to Associate Professor and in the letter of appointment of Associate Professor. Application for promotion is at the sole discretion of the Employee. However, an Associate Professor shall normally apply for promotion to Professor after five (5) years' service in academic rank (i.e. in the sixth year) unless a shorter period is specified in the letter of appointment. The Dean will notify him/her in writing not later than May 1 of the normal year for promotion. This letter of notification shall invite the Associate Professor to examine the contents of his/her Official File and to apply for promotion to the Dean, providing appropriate documentation to the Dean, in accordance with Article 25B.05. The Associate Professor shall respond to the Dean no later than July 1 of the assessment either declining the invitation or submitting the application for promotion. There shall be no adverse inferences for declining this invitation.

c) A letter notifying a Faculty Member of an assessment or an invitation to apply for promotion will be copied to the AUNBT.

24A.05 When promotion is granted, it will take effect from the beginning of the following academic year.

24A.06 A Faculty Member shall be assessed for satisfactory performance with respect to the promotion criteria of Article 25D.04 or 25D.05, as appropriate, using the procedures set out in Article 25B.

24A.07 When a Faculty Member has been granted tenure in accordance with Article 23A, he/she shall simultaneously be promoted to the rank of Associate Professor. However, promotion to the rank of Associate Professor does not automatically result in the granting of tenure.

24A.08 In accordance with the decision of the Vice-Presidents concerning assessment of the Faculty Member, the President shall recommend and the Board of Governors shall grant promotion to the rank of Professor when the Faculty Member meets the criteria for promotion to that rank set out in Article 25D.

24A.09 Notwithstanding any other provision of this Collective Agreement, a Faculty Member shall not be assessed for probation or promotion during the first year of his/her appointment. In the event that a Faculty Member is appointed with credit for five (5) years in rank, he/she shall be assessed for promotion during the second year of his/her appointment.

Article 24B PROMOTION OF INSTRUCTORS

24B.01 The term promotion designates the transition from Instructor to Senior Instructor or from Senior Instructor to Senior Teaching Associate.

24B.02 Leave without pay shall not normally count as service towards eligibility for promotion.

24B.03 Senior Instructors may apply for promotion in any year after spending three (3) years in their present rank by forwarding a request to the Dean, together with any additional appropriate documentation not already contained in the Official File. Such requests must be received by the Dean not later than September 1 for consideration for promotion with effect from the beginning of the next academic year.

24B.04 Instructors will be reviewed automatically for promotion after five (5) years' service in academic rank (i.e. in the sixth year) unless a shorter period is specified in the letter of appointment. Instructors shall forward to the Dean any additional documentation not already contained in the Official File not later than September 1. The Dean shall notify the Senior Instructor in writing of an impending automatic review not later than May 1. Instructors who wish to defer this automatic review for a specified period of one (1) or two (2) years shall so inform the Dean, in writing, by July 1 of the Academic Year in which the automatic review was to be carried out.

24B.05 When promotion is granted, it will take effect from the beginning of the following academic year.

24B.06 A Senior Instructor shall be assessed for promotion with respect to the promotion criteria of Article 25E using the procedures set out in Article 25B.

24B.07 A grant of tenure shall result in a simultaneous promotion to the rank of Senior Instructor. However, promotion to the rank of Senior Instructor does not automatically result in the granting of tenure.

24B.08 In accordance with the decision of the Vice-Presidents concerning the assessment of the Senior Instructor, the President shall recommend and the Board of Governors shall grant promotion to the rank of Senior Teaching Associate when the Senior Instructor meets the criteria for promotion to that rank set out in Article 25E.

24B.09 Notwithstanding any other provision of this Collective Agreement, an Instructor shall not be assessed for probation or promotion during the first year of his/her appointment. In the event that an Instructor is appointed with credit for five (5) years in rank, he/she shall be assessed for promotion during the second year of his/her appointment.

Article 24C PROMOTION OF LIBRARIANS AND ARCHIVISTS

24C.01 For Librarians the term promotion designates the transition from Librarian I to Librarian II, from Librarian II to Librarian III, and from Librarian III to Librarian IV. For Archivists the term promotion designates the transition from Archivist I to Archivist II, from Archivist II to Archivist III, and from Archivist III to Archivist IV.

24C.02 Leave without pay shall not normally count as service towards eligibility for promotion.

24C.03 Librarians and Archivists may apply for promotion by forwarding a request to the **Dean** of Libraries (Fredericton), the Vice-President (Saint John) or his/her

designate, or Dean of Law, as appropriate together with any additional appropriate documentation not already contained in the Official File. Such requests must be received by the **Dean** of Libraries (Fredericton), the Vice-president (Saint John) or his/her designate, or Dean of Law, as appropriate, not later than **September** 1 for consideration for promotion with effect from the beginning of the next academic year.

24C.04 a) Appointments made subject to promotion will be reviewed automatically after**:**

(i) three (3) years' service in that rank (i.e. in the fourth year) as Librarian I or Archivist I for promotion to Librarian II or Archivist II (as the case may be);

(ii) three (3) years' service **in that rank** (i.e. in the fourth year) as Librarian II or Archivist II for promotion to Librarian III or Archivist III (as the case may be)**;** and

(iii) four (4) years' service **in that rank** (i.e. in the fifth year) as Librarian III or Archivist III for promotion to Librarian IV or Archivist IV (as the case may be);

unless a shorter period is specified in the letter of appointment. The Dean or Director shall notify the Librarian or Archivist in writing of an impending automatic review not later than May 1.

Librarians or Archivists who wish to defer this automatic review for a specified period of one (1) or two (2) years shall so inform the **Dean** of Libraries (Fredericton), the Vice President (Saint John) or his/her designate, or Dean of Law, as appropriate, in writing, by July 1 of the Academic Year in which the automatic review was to be carried out.

b) Librarians and Archivists above the classification of Librarian I or Archivist I (as the case may be) may apply for promotion to the next classification one (1) year prior to the automatic review set out in Article 24C.04(a) or in any subsequent year, unless a shorter period has been specified in the Librarian's or the Archivist’s letter of appointment.

24C.05 When promotion is granted, it will take effect from the beginning of the academic year following the year in which the assessment is begun.

24C.06 In the assessment of Librarians or Archivists for promotion purposes, the procedures of Article 25C and the criteria of Article 25F shall be used.

24C.07 For probationary appointments within the Librarian I or Archivist I classification, promotion to the classification of Librarian II or Archivist II (as the case may be) shall be automatic upon the granting of tenure. However, promotion from Librarian I to Librarian II (or Archivist I to Archivist II, as the case may be) does not automatically result in the granting of tenure.

24C.08 Taking into account the recommendations under Article 25C concerning assessment of the Librarian or Archivist, the President shall recommend and the Board of Governors shall grant promotion when the Librarian or Archivist has met the appropriate criteria set out in Article 25F.

24C.09 **Notwithstanding any other provision of this Collective Agreement, a Librarian or Archivist shall not be assessed for probation or promotion during the first year of his/her appointment. In the event that a Librarian or Archivist is appointed with credit for three (3) years in rank, he/she shall be assessed for promotion during the second year of his/her appointment.**

Article 25A ASSESSMENT COMMITTEES

25A.01 The appropriate Assessment Committee(s) as specified in Article 25B.08 shall consider and make recommendations to the appropriate body(ies) on the following matters, according to the terms of this Collective Agreement:

(a) appointments;

(b) continuation of probationary appointments;

(c) grants of tenure;

(d) promotions;

(e) applications from Employees for sabbatical leave;

(f) applications from Employees for leave without pay for a period of six (6) months or more.

General Provisions:

25A.02 (a) The Chair of an Assessment Committee shall not have a vote on that committee.

(b) Elections for Assessment Committees shall be by secret ballot. All Employees in an academic unit who are eligible to vote shall have the opportunity to vote.

(c) Faculty members, Instructors and Nurse Clinicians shall not be eligible to serve on Assessment Committees during an academic year in which they are on leave, nor shall they be counted for the purposes of Article 25A.03.

(d) Librarians and Archivists shall not be eligible to serve on the Library Assessment Committee during an academic year in which they are on leave.

(e) Meetings of the Assessment Committees shall be closed to persons who are not members of these Committees. Persons who are to be assessed for appointment, probation, promotion or tenure in a given year shall not be eligible to serve on any Assessment Committee that year. Persons under consideration for other matters by an Assessment Committee of which they are a member shall absent themselves for the duration of the deliberations.

(f) Members and chairs of assessment committees shall make every reasonable effort to do the work of the assessment committees in order to meet the deadlines specified in 25B and 25C.

(g) Members elected to Assessment Committees are expected to attend the Joint Assessment Workshops presented by UNB Human Resources and AUNBT in each year that they serve.

(h) Members of Assessment Committees and Chairs shall act objectively, fairly, equitably, and ethically in carrying out the procedures defined in this Collective Agreement. Committee members and Chairs shall not participate in the deliberations or recommendations of any application where they are in a conflict of interest.

Academic Department Assessment Committees

25A.03 (a) Every Academic Department shall have an Assessment Committee which shall objectively assess the candidate's overall record of performance against the criteria in Article 25D, and against the overall records of any other candidates (within the same Academic Department and being assessed in the same category in the current academic year), striving for consistency and uniformity in the application of the criteria.

(b) Assessing the same category means comparing: probationary assessments with probationary assessments **in the same stream**; tenure assessments with tenure assessments **in the same stream**; **assessments for promotion to Senior Instructor with assessments for promotion to Senior Instructor; assessments for promotion to Senior Teaching Associate with Assessments for promotion to Senior Teaching Associate;** assessments for promotion to Associate Professor with assessments for promotion to Associate Professor; and assessments for promotion to Professor with assessments for promotion to Professor.

(c) The composition of the Committee shall be as determined by a motion at a formal meeting of the Academic Department providing that:

(i) the Chair of the Academic Department shall convene and chair the committee;

(ii) Academic Departments with five (5) or fewer Faculty Members**,** Instructors **and Nurse Clinicians** shall sit as a committee of the whole; the quorum in this case shall be the full committee less one (1);

(iii) Academic Departments with six (6) or more Faculty Members**,** Instructors **and Nurse Clinicians** may sit as a committee of the whole, if so determined by a motion at a formal meeting of the Academic Department; the quorum in this case shall be three quarters (¾) of the committee;

(iv) Academic Departments with six (6) or more Faculty Members**,** Instructors **and Nurse Clinicians**, which are not sitting as a committee of the whole as expressed in Article 25A.03(iii)(c) above, shall have an Assessment Committee consisting of the Chair of the Academic Department and one (1) additional elected Committee member for every five (5) Faculty Members**,** Instructors **and Nurse Clinicians** with upward rounding when the number is not an exact multiple of five (5); the quorum in the case of committees of four (4) or fewer members shall be the full committee; the quorum in the case of committees of five (5) or more members shall be three-quarters (¾) of the committee with upward rounding.

Saint John Campus Library Assessment Committee

(d) The Saint John Campus Library shall have an Assessment Committee which shall objectively assess the candidate's overall record of performance against the criteria in Article 25F, and against the overall

records of any other candidates (within the Saint John Library and being assessed in the same category in the current academic year), striving for consistency and uniformity in the application of the criteria.

(e) Assessing the same category means comparing: probationary assessments with probationary assessments; tenured appointment assessments with tenured appointment assessments; assessments for promotion to Librarian II or Archivist II with assessments for promotion to Librarian II or Archivist II; assessments for promotion to Librarian III or Archivist III with assessments for promotion to Librarian III or Archivist III; and assessments for promotion to Librarian IV or Archivist IV with assessments for promotion to Librarian IV or Archivist IV.

(f) The Director of Information and Systems and Services (Saint John Campus Library) or the person holding the position designated by the Vice-President (Saint John) pursuant to Article 23C.02 shall convene and chair the committee. The Librarians and Archivists on the Saint John Campus shall sit as a committee of the whole and the quorum shall be the full committee less one (1).

Law Library Assessment Committee

(g) The Law Library shall have an Assessment Committee which shall objectively assess the candidate's overall record of performance against the criteria in Article 25F, and against the overall records of any other candidates (within the Law Library and being assessed in the same category in the current academic year), striving for consistency and uniformity in the application of the criteria.

(h) Assessing the same category means the same as defined above for the Saint John Campus Library Assessment Committee.

(i) The Law Librarian shall convene and chair the committee. The committee will be comprised of: the Librarians and Archivists in the Law Library and two (2) members from the Library Assessment Committee, elected by the Library Assessment committee as follows: One (1) of the two (2) members elected from the Branch Libraries and one (1) from either Technical Services or Public Services whichever is closest to the position being assessed. The quorum will be the full committee less one (1).

Faculty Assessment Committees

25A.04 (a) Every Faculty shall have an Assessment Committee which shall objectively assess the candidate's overall record of performance against the criteria in Article 25D, and against the overall records of any other candidates (within the same Faculty and being assessed in the same category in the current academic year), striving for consistency and uniformity in the application of the criteria.

(b) Assessing the same category means comparing: probationary assessments with probationary assessments **in the same stream**; tenure assessments with tenure assessments **in the same stream**; **assessments for promotion to Senior Instructor with assessments for promotion to Senior Instructor; assessments for promotion to Senior Teaching Associate with assessments for promotion to Senior Teaching Associate;** assessments for promotion to Associate Professor with assessments for promotion to Associate Professor; and assessments for promotion to Professor with assessments for promotion to Professor.

(c) The Dean of the Faculty shall convene and chair the Committee, the composition of which shall be as follows:

(i) Departmentalized Faculties with fewer than four (4) Academic Departments shall have an Assessment Committee consisting of the Dean of the Faculty and four (4) elected Faculty Members**,** Instructors **or Nurse Clinicians**, one (1) elected by each Academic Department, if applicable, and the others elected by the Faculty Council; quorum shall be three-quarters (¾) of the Committee;

(ii) In Departmentalized Faculties, Department Chairs are not eligible for election to the Faculty Assessment Committee unless no other Faculty Members**,** Instructors **or Nurse Clinicians** are eligible and willing to serve in this role.

(iii) Departmentalized Faculties with four (4) or more Academic Departments shall have an Assessment Committee consisting of the Dean of the Faculty and one (1) Faculty Member**,** Instructor **or Nurse Clinician** elected by each Academic Department. Quorum shall be three-quarters (¾) of the Committee with upward rounding.

(iv) Faculties without Departments shall have an Assessment Committee consisting of the Dean of the Faculty and:

(1) for Faculties with 25 or fewer Faculty Members**,** Instructors **and Nurse Clinicians**, five (5) elected Faculty Members**,** Instructors **or Nurse Clinicians**; the quorum shall be four (4) members of the Committee; and

(2) for Faculties with 26 or more Faculty Members**,** Instructors **and Nurse Clinicians**, seven (7) elected Faculty Members**,** Instructors **or Nurse Clinicians;** the quorum shall be five (5) members of the Committee.

<u>The Inter-Faculty Assessment Committee</u>

25A.05 (a) For those Faculties with no Departments, there shall be three (3) Inter-Faculty Assessment Committees (IFACs) as follows:

(i) an Inter-Faculty Assessment Committee composed of the Faculties of Nursing, Education and Law;

(ii) an Inter-Faculty Assessment Committee composed of the Faculties of Computer Science, Kinesiology, and Forestry & Environmental Management and;

(iii) an Inter-Faculty Assessment Committee composed of the Faculties of Business Administration (UNBF) and Business (UNBSJ) referred to as the Inter-campus IFAC.

Each IFAC shall objectively assess the candidate's overall record of performance against the criteria in Article 25D, and against the overall records of any other candidates (within those Faculties and being assessed in the same category in the current academic year), striving for consistency and uniformity in the application of the criteria.

(b) Assessing the same category means comparing: probationary assessments with probationary assessments **in the same stream**; tenure assessments with tenure assessments **in the same stream**; **assessments for promotion to Senior Instructor with assessments for promotion to Senior Instructor; assessments for promotion to Senior Teaching Associate with assessments for promotion to Senior Teaching Associate;** assessments for promotion to Associate Professor with assessments for promotion to Associate Professor and; and assessments for promotion to Professor with assessments for promotion to Professor.

(c) Each IFAC on the Fredericton Campus shall be composed of the Dean and one (1) Faculty Member**,** Instructor **or Nurse Clinician** elected by Faculty Council (for one (1) or two (2) year terms) from each of the Faculties that form part of that IFAC. The Faculty Member**, Instructor or Nurse Clinician** may or may not be a member of the Faculty Assessment Committee.

The Inter-campus IFAC shall be composed of the Dean and two (2) Faculty Members**,** Instructors **or Nurse Clinicians** elected by Faculty Council (for one (1) or two (2) year terms). At least one (1) Faculty Member/Instructor**/Nurse Clinician** from each of the two (2) Faculties must not be a member of the Faculty Assessment Committee. The other Faculty Member/Instructor**/Nurse Clinician** may or may not be a member of the Faculty Assessment Committee.

The IFAC shall be convened and chaired by the Dean from the Faculty of the candidate being assessed. This Dean shall not have a vote. Quorum shall be the full committee less one (1). Each IFAC shall meet by September 30 to determine the procedures regarding the location of files and arrangements for meetings.

Library Assessment Committee

25A.06 (a) There shall be a Library Assessment Committee which shall objectively assess the candidate's overall record of performance against the criteria in Article 25F, and against the overall records of any other candidates (within the Libraries and being assessed in the same category in the current academic year), striving for consistency and uniformity in the application of the criteria.

(b) Assessing the same category means comparing: probationary assessments with probationary assessments; tenured appointment assessments with tenured appointment assessments; assessments for promotion to Librarian II or Archivist II with assessments for promotion to Librarian II or Archivist II; assessments for promotion to Librarian III or Archivist III with assessments for promotion to Librarian III or Archivist III; and assessments for promotion to Librarian IV or Archivist IV with assessments for promotion to Librarian IV or Archivist IV.

(c) The Library Assessment Committee shall be chaired by the **Dean** of Libraries (Fredericton) and shall be composed of seven (7) Librarians or Archivists elected for a period of two (2) years as follows:

(i) five (5) Librarians or Archivists from the Harriet Irving Library and Branches, chosen with due regard for representation from Technical Services and the Branches;

(ii) one (1) Librarian or Archivist from the Faculty of Law; and

(iii) one (1) Librarian or Archivist from the Saint John Campus Library.

Members of the Library Assessment Committee shall be elected by the Librarians or Archivists in each of the above designated groups. The quorum shall be five (5) members of the Committee.

When the Library Assessment Committee is considering matters related to the Faculty of Law library the Chair will ensure that the Faculty of Law librarian representative is present.

When the Library Assessment Committee is considering matters related to the Saint John Campus Library the Chair will ensure that the Saint John Campus librarian representative is present.

Article 25B ASSESSMENT COMMITTEE PROCEDURES (Faculty Members, Instructors, and Nurse Clinicians)

25B.01 (a) In order to ensure comparable assessment standards for the University of New Brunswick and to facilitate the unity of the University, the Parties agree that

(i) the final assessment decision for promotion, probation and tenure shall be made by the Vice-President (Research), Vice-President (Academic) and Vice-President Saint John functioning as a Committee of the Whole with decisions being made by a majority vote. Such votes shall be recorded by name and reported to the candidate in the event of a tentative or final recommendation that is unfavourable to the candidate.

(ii) the final assessment decision for appointments, sabbatical leaves and leaves of absence of six (6) months or more shall be made by the Vice-President (Academic) or the Vice-President Saint John as appropriate.

(b) Assessment procedures for the categories defined in 25A.01 shall include one (1) or more (as set out in Article 25B.08) of the following:

Academic Department Recommendations:

(i) The Dean shall request the Assessment Committee of the Academic Department to make a recommendation and, in addition, shall request the Chair of the Academic Department to make a separate recommendation. These recommendations shall be submitted in writing to the Dean, together with reasons and all documentation used by the Committee and the Chair.

Faculty Recommendations:

(ii) The Dean shall place the case before the Faculty Assessment Committee. The recommendation of this Committee and the separate recommendation of the Dean shall be submitted in writing together with reasons and all documentation used by the Committee and the Dean to:

(1) in the case of assessments by Faculties with departments, the Vice-President (Academic) or the Vice-President (Saint John), as appropriate;

(2) in the case of assessments by Faculties without departments, the Convener of the appropriate Inter-Faculty Assessment Committee.

Inter-Faculty Committee Recommendations:

(iii) The Chair shall place the case before the Inter-Faculty Assessment Committee. For the Fredericton Campus IFACs, the recommendation shall be submitted in writing to the Vice-President (Academic). For the Inter-Campus IFAC, the recommendation shall be submitted in writing as follows:

to the Vice-President (Academic) for the Faculty of Business Administration (Fredericton), to the Vice-President (Saint John) for the Faculty of Business (Saint John).

All recommendations shall include reasons and all documentation used by the Committee.

Vice-Presidents' Decisions:

(iv) The recommendations and reasons, together with the documentation from the Academic Department Assessment Committee and Chair (where involved), the Faculty Assessment Committee and Dean, and the Inter-Faculty Assessment Committee (where involved), shall be considered by the Vice-Presidents who will be responsible for the final decision in accordance with Article 25B.06 prior to formulating a decision.

(c) Confidential Access to Final Decisions by those involved in Prior Assessments

Each final recommendation within Article 25B.01 shall be made accessible for information purposes only to those involved in prior recommendations for the current assessment of the same candidate. No other information will be made accessible. Final recommendations are made accessible beginning on the date the recommendation is issued to the candidate and ending on the later of: July 1 following that assessment year or one month after being issued.

25B.02 Subject to Articles 25B.03 and 25B.04, the final dates for each step of the assessment process for promotion, probation and tenure, including the final recommendations of each assessment level under Article 25B.01, shall be as set out in the tables below. The final dates for each level of the assessment process for appointments, sabbatical leave, and leaves of absence greater than six (6) months shall be in accordance with the provisions of Articles 22, 31A, 31B and 32C respectively.

The Parties recognize that the final dates for communication of the outcome of the Assessment at various ranks by the Vice-Presidents may on occasion be delayed due to appeals at various levels of the Assessment Process. When it is apparent that such circumstances will delay the final decision to Employees, the Vice-President shall notify those Employees.

FACULTIES WITH DEPARTMENTS	ASSESSMENT OTHER THAN PROMOTION TO PROFESSOR	PROMOTION TO PROFESSOR

Employee's submission of information to the Dean by	September 1	July 1
Academic Department Assessment Committee conveys tentative negative recommendation (if any) to the Employee by	September 20	October 10
Academic Department Assessment Committee recommendation to the Employee and the Dean by	October 10	October 30
Department Chair conveys tentative negative recommendation (if any) to the Employee by	October 30	November 20
Department Chair recommendation to the Employee and the Dean by	November 20	December 10
Faculty Assessment Committee conveys tentative negative recommendation (if any) to the Employee by	December 10	January 18
Faculty Assessment Committee recommendation to the Employee and the Vice-Presidents by	January 18	February 8
Dean conveys tentative negative recommendation (if any) to the Employee by	February 8	February 28
Dean recommends to the Employee and the Vice Presidents by	February 28	March 20
Vice-Presidents convey their tentative negative recommendation (if any) to the Employee by	March 20	April 10
Vice-Presidents convey their final decision to the Employee and the President by	April 10	April 30

FACULTIES WITHOUT DEPARTMENTS	ASSESSMENT OTHER THAN PROMOTION TO PROFESSOR	PROMOTION TO PROFESSOR
Employee's submission of information to the Dean by	September 1	July 1
Faculty Assessment Committee conveys their tentative negative recommendation (if any) to the Employee by	September 20	October 10
Faculty Assessment Committee recommendation to the Employee and the appropriate IFAC Committee by	October 10	October 30
Dean conveys his/her tentative negative recommendation (if any) to the Employee by	October 30	November 20
Dean recommendation to the Employee and the appropriate IFAC by	November 20	December 10
IFAC conveys its tentative negative recommendation (if any) to the Employee by	December 10	January 18

IFAC conveys its recommendation to the Employee and Vice-Presidents by	January 18	February 8
Vice-Presidents convey their tentative negative recommendation (if any) to the Employee by	March 20	April 10
Vice-Presidents convey their final decision to the Employee by	April 10	April 30

25B.03 If an Employee for good cause, is unable to meet the September 1 or July 1 deadline for submission of information to the Dean, as specified in this Collective Agreement, and he/she requests an extension, such extension shall be granted and all subsequent deadlines in the assessment process, including the date by which the Vice-Presidents shall advise the Employee, shall be extended by an identical time. Such requests shall be made in writing to the Dean, who shall send a copy to the Association.

25B.04 If an Assessment Committee, for good cause, is unable to meet the deadlines for transmission of the recommendations specified in this Collective Agreement, and the Chair of the Committee concerned requests an extension, such extension shall be granted and all subsequent deadlines in the assessment process, including the date by which the Vice-Presidents shall advise the Employee, shall be extended by an identical time. Such requests shall be in writing to the person to whom the recommendations will be made, with a copy to the Association.

25B.05 (a) Assessment recommendations and decisions for promotion, probation, tenure, sabbatical leave and leaves without pay of six (6) months or more, shall be based solely on the documentary evidence consisting of:

(i) a copy of the Official file of the Employee;

(ii) a written statement by the Employee to the Dean by any applicable deadline as set out elsewhere in this Agreement that provides a description, with appropriate reference to the documentation, of how his or her record satisfies the criteria set out in the relevant articles of the Collective Agreement;

(iii) any other relevant documentary evidence, which may include a teaching portfolio, submitted to the Dean by the Employee on or before any applicable deadline as set out elsewhere in this Agreement;

(iv) any other relevant documentary evidence which has been provided by the Dean. The Employee will be provided a copy of any such evidence at the time of its introduction;

(v) any response provided by the Employee to a written invitation to provide written clarification of documentation in accordance with Article 25B.06;

(vi) any further documentary evidence submitted by an Employee following a tentative recommendation which is unfavourable to that Employee;

(vii) documentary evidence obtained from peers external to the University which has been obtained and submitted in accordance with Article 25D.05 (for promotion to the rank of Professor);

(viii) recommendations, together with reasons and all documentation received in accordance with this Collective Agreement and used by earlier levels of assessment;

(ix) in accordance with 25B.06, any submission made by the Employee for consideration by the next assessment level following a final unfavourable recommendation at an earlier assessment level.

(b) Assessment recommendations for appointments shall be based on the judgment of the Committee members and Committee chairs as to how the candidates satisfy the criteria of Articles 22A.14 and 25D, while taking into account the visitation, public presentations and interviews of candidates as well as the documentation as follows:

(i) the curriculum vitae, letter of application, and any documentation submitted in support of the application, by the applicant;

(ii) letters of reference;

(iii) where the applicant is an Employee, a copy of the Official File, including a written statement prepared by the Dean in consultation with the Chair (if any) evaluating the Employee's performance to date; the Employee shall be provided with a copy of this written statement at the time of its introduction; should the Employee wish to comment on the Dean's statement, it should be done within ten (10) days of the receipt of the statement;

(iv) recommendations, together with reasons and all documentation received in accordance with this Collective Agreement and used by earlier levels of assessment.

Articles 22A.13, 22B.13, 51A and 51B shall be taken into account in assessing applicants.

(c) In accordance with Articles 22A.04 or 22B.04, whichever is applicable, when the appropriate Vice-President or designate does not accept the recommendations of the Assessment Committee(s) concerning appointments, the Vice-President shall so inform the Chair(s) of the Committee(s) in writing together with reasons and any information which the Vice-President believes relevant, and request reconsideration of the recommendations by the Committee(s).

25B.06 (a) Any Assessment Committee, Committee Chair, Dean or the Vice-Presidents requiring clarification of any documentation shall invite the Employee in writing to provide such clarification in writing within ten (10) days. Where the Vice-Presidents require clarification of any documentation by an Assessment Committee, Committee Chair, or Dean, such clarification shall be provided in writing with a copy to the Employee.

(b) When an Assessment Committee and/or Committee Chair, Dean or the Vice-Presidents have arrived at a tentative recommendation respecting promotion, probation, tenure, which is unfavourable to the Employee concerned, the Chair, Dean or Convener of the Committee or Vice-

Presidents shall advise the Employee, in writing, and shall state the reasons for this tentative recommendation. The Employee shall be invited to submit further documentary evidence if he/she wishes within ten (10) days from the date of the invitation. Any such submission shall be considered by the Assessment Committee and/or Committee Chair, or Vice-Presidents before reaching a final recommendation. The same process shall be used for a tie vote.

When an Assessment Committee and/or Committee Chair, Dean or the Vice President have arrived at a tentative recommendation respecting sabbatical leave, leave of absence of six (6) months or more, which is unfavourable to the Employee concerned, the Chair, Dean or Convener of the Committee or Vice-President shall advise the Employee, in writing, and shall state the reasons for this tentative recommendation. The Employee shall be invited to submit further documentary evidence if he/she wishes within ten (10) days from the date of the invitation. Any such submissions shall be considered by the Assessment Committee and/or Committee Chair, or Vice-President before reaching a final recommendation. The same process shall be used for a tie vote.

(c) Following receipt of a tentative recommendation that is unfavourable to a candidate from the Vice-Presidents responsible for the final decision he or she shall have the right of a personal appearance before the Vice-Presidents before a final recommendation is reached. The candidate may be accompanied by a Faculty Member from his or her Department or a cognate discipline.

(d) If the final decision is favourable to the candidate, the Vice-Presidents shall submit the recommendation together with reasons to the President with a copy to the candidate. If the decision is unfavourable, then the candidate will be informed, in writing, of the decision together with reasons by the Vice-Presidents.

(e) Copies of the final recommendations at each assessment level shall be sent to the Employee. In the event of an unfavourable recommendation, all the reasons shall be given in sufficient detail with appropriate reference to the documentation, to allow the Employee to make a written submission for consideration at the next level, if any, or for the purposes of Article 41.

(f) Final recommendations of all Assessment Committees shall include a numerical record of the vote on which those recommendations are based.

25B.07 The proceedings of any meeting of an Assessment Committee are strictly confidential.

25B.08 (a) The following types of assessment shall involve assessment by the Academic Department Assessment Committee and the Chair prior to a recommendation by the Dean for Faculties with departments or by the Faculty Assessment Committee for Faculties without departments prior to the recommendation by the Dean:

(i) appointments at the ranks of **Nurse Clinician (I, II, III),** Instructor, Lecturer and Assistant Professor;

(ii) applications from Faculty Members, **Nurse Clinicians (I, II, III),** Senior Teaching Associates, Senior Instructors and Instructors for sabbatical leaves;

(iii) applications for a leave without pay for a period of six (6) months or more;

(b) The following types of assessment shall involve assessment by the Academic Department Assessment Committee, the Chair, the Faculty Assessment Committee and the Dean for Faculties with departments, and by the Faculty Assessment Committee, the Dean and the Inter-Faculty Assessment Committees for Faculties without departments:

(i) appointments at the ranks of Senior Instructor, Senior Teaching Associate, Associate Professor and Professor;

(ii) continuation of probationary appointments of Faculty Members**, Instructors or Nurse Clinicians**;

(iii) grants of tenure to Faculty Members**,** Instructors **or Nurse Clinicians**;

(iv) promotion of Faculty Members **or Instructors**.

(c) Search Committees

(i) In Departmentalized Faculties, the department may choose to constitute a search committee in lieu of the Academic Department Assessment Committee for assessing an appointment under (a)(i) or (b)(i). The search committee will begin work after posting of the job advertisement. The composition of a search committee shall be determined by the same procedures in 25A.02 and 25A.03 except persons who are to be assessed for probation, promotion or tenure in a given year shall be eligible to serve. If a department does not elect to create a search committee, the department may create a subcommittee to assist and advise the Academic Department Assessment Committee.

(ii) In non-Departmentalized Faculties, the Faculty Council may choose to constitute a search committee in lieu of the Faculty Assessment Committee for assessing an appointment under (a)(i) or (b)(i). The search committee will begin work after posting of the job advertisement. The composition of a search committee shall be determined by the same procedures in 25A.02 and 25A.04 except persons who are to be assessed for probation, promotion or tenure in a given year shall be eligible to serve. If a non-Departmentalized Faculty does not elect to create a search committee, the Faculty may create a subcommittee to assist and advise the Faculty Assessment Committee.

25B.09 The various levels of assessment seek to provide different perspectives on the overall record of performance of a particular Employee.

25B.10 When an Employee is appointed to an interdisciplinary program or appointed jointly to two (2) or more Academic Departments in one (1) or more Faculties, the Academic Department and Faculty Assessment Committees in one (1) Academic Department and Faculty (designated as the primary Academic Department and Faculty in the letter offering the appointment, which shall make specific reference to this clause) shall be responsible for assessing the documentation relating to all

of the activities of the Employee. The Academic Department and Faculty Assessment Committees in any other Academic Department or Faculty in the interdisciplinary program to which the appointment is made shall be responsible for assessing only that documentation which is directly related to the activities in that Academic Department or Faculty, and shall forward recommendations together with reasons and all documentation used for subsequent consideration by the Academic Department and Faculty Assessment Committees of the primary Academic Department and Faculty.

25B.11 An Employee who is jointly appointed to an Academic Department and a non-academic department shall be considered in the usual way by the Academic Department and Faculty Assessment Committees of the Academic Department and Faculty with respect to all assessment matters covered by this Collective Agreement.

25B.12 The Chair or Convener of each Assessment Committee shall maintain a record of the name of each member of the committee who has reviewed the documentary evidence set out in Article 25B.05 and the date(s) of the review(s) during the assessment process. Any member of the Assessment Committee who has not examined the documentary evidence, as evidenced by the record, shall not vote on the case nor take part in the discussion and, for purposes of determining a quorum, will be considered to be absent.

25B.13 Each Assessment Committee shall determine and record its own procedures which shall not be in conflict with the provisions of this Collective Agreement. Such procedures shall provide for an approved record which shall include the reasons for the final recommendation on each case and the numerical record of the final vote on each case.

25B.14 The Vice-Presidents shall provide to the Association a list of all the Employees considered in the assessment process that year and his/her decision.

Article 25C ASSESSMENT COMMITTEE PROCEDURES (Librarians and Archivists)

25C.01 In order to ensure comparable assessment standards for the University of New Brunswick and to facilitate the unity of the University, the Parties agree that the final assessment decision for promotion, probation and tenure shall be made by the Vice-President (Research), Vice-President (Academic) and Vice-President Saint John functioning as a Committee of the Whole with decisions being made by a majority vote. Such votes shall be recorded by name and reported to the candidate in the event of a tentative or final recommendation that is unfavourable to the candidate.

For assessment processes for appointments, sabbatical leaves and leaves of absence greater than six (6) months, the Parties agree that the final assessment decision shall be the Vice-President (Academic) or Vice-President (Saint John) as appropriate.

Assessment procedures for Librarians and Archivists shall include:

Library Department Head Recommendations:
The **Dean** of Libraries (Fredericton) shall request the Library Department Head to make a recommendation, in writing, whenever a Librarian or Archivist from his or her department is to be assessed by the Library Assessment Committee. This recommendation, together with reasons and any documentation, shall be submitted

to the **Dean** of Libraries (Fredericton) within ten (10) days of the request. This material shall then be submitted to the Library Assessment Committee.

Saint John Campus or Law Library Assessment Committee Recommendations:
In all cases of the assessment of Librarians or Archivists from the Saint John Campus or Law Library, the **Dean** of Libraries (Fredericton) shall request the Saint John Campus Library Assessment Committee or the Law Library Assessment Committee, as appropriate, to make a recommendation. This recommendation together with reasons and any documentation, shall be submitted to the **Dean** of Libraries (Fredericton) together with a separate recommendation by the Director of Information Systems and Services (Saint John Campus Library) or the person holding the position designated by the Vice-President (Saint John) pursuant to Article 23C.02 when this person is a professional Librarian or Archivist, or the Law Library Department Head, as appropriate, within ten (10) days of the request. This material shall then be submitted to the Library Assessment Committee.

In the case of assessment of candidates for appointment at Saint John, the Vice-President (Saint John) shall consider the recommendation and reasons of the Saint John Campus Library Assessment Committee on all appointments together with documentation from the Library Assessment Committee on Librarian III, Archivist III, Archivist IV and Librarian IV appointments where available as set out in Article 25C.09, and from the Director of Information Systems and Services (Saint John Campus Library) or the person holding the position designated by the Vice-President (Saint John) pursuant to Article 23C.02 when this person is a professional Librarian or Archivist prior to making a final decision.

Library Assessment Committee Recommendations:
The **Dean** of Libraries (Fredericton) shall place the case before the Library Assessment Committee. The recommendation of this Committee and the separate recommendation of the **Dean** of Libraries (Fredericton) shall be submitted, in writing, to the appropriate Vice-President, together with reasons and all documentation used by the Committee and the **Dean** of Libraries (Fredericton). As appropriate, the Vice-President (Academic) or the Vice-President (Saint John) shall add his/her separate recommendation and reasons (before sending all recommendations together with reasons and all documentation) to the Vice-President(s) responsible for the final decision.

Vice-Presidents or Vice President's Decision:
The recommendations and reasons, together with the documentation from earlier levels of assessment, shall be considered by the Vice-President(s) who will be responsible for the final decision prior to formulating a decision. If the decision is favourable to the candidate the Vice-President(s) responsible for the final decision shall submit the recommendation, together with reasons, to the President with a copy to the candidate. If the decision is unfavourable then the candidate will be informed, in writing, of the decision together with reasons by the Vice-President(s) responsible for the final decision.

In accordance with Article 22C.04, when the appropriate Vice-President or designate does not accept the recommendations of the Assessment Committee(s) concerning appointments, the Vice-President shall so inform the Chair(s) of the Committee(s) in writing together with reasons and any information which the Vice-President believes relevant, and request reconsideration of the recommendations by the Committee(s).

Confidential Access to Final Decisions by those involved in Prior Assessments
Each final recommendation within Article 25C.01 shall be made accessible for information purposes only to those involved in prior recommendations for the

current assessment of the same candidate. No other information will be made accessible. Final recommendations are made accessible beginning on the date the recommendation is issued to the candidate and ending on the later of: July 1 following that assessment year or one month after being issued.

25C.02 The schedule for each step of the assessment process for tenured appointment status, including the final recommendations of each assessment level under Article 25C.01, shall be as set out in the table below. The final dates for each level of the assessment process for appointments, sabbatical leave, and leaves of absence greater than six (6) months shall be in accordance with the provisions of Articles 22, 31B and 32C respectively.

TENURE STATUS

Steps in the Assessment Process	**Deadlines**
Library Assessment Committee's and **Dean** of Libraries (Fredericton) recommendation to appropriate Vice-President**(s)**	**February 28**
Vice-President(s)	**April 10**

25C.03 The final dates for each step of the assessment process for promotion, including the final recommendations of each assessment level under Article 25C.01, shall be as set out in the table below:

PROMOTION

Steps in the Assessment Process	Deadlines
Librarian's or Archivist's application and submission of information to the **Dean** of Libraries (Fredericton)	**September** 1
Level 1 - Library Assessment Committee's and **Dean** of Libraries (Fredericton) recommendation to the appropriate Vice-President	February **28**
Level 2 - Vice-President(s)	**April 10**

25C.04 If a Librarian or Archivist, for good cause, is unable to meet the **September** 1 deadline for submission of information to the **Dean** of Libraries (Fredericton), as specified in this Collective Agreement, and he/she requests an extension, such extension shall be granted and all subsequent deadlines in the assessment process, including the date by which the Vice-Presidents shall advise the Librarian or Archivist, shall be extended by an identical period of time. Such requests shall be made in writing to the **Dean** of Libraries (Fredericton), who shall send a copy to the Association.

25C.05 If the Library Assessment Committee, for good cause, is unable to meet the deadlines for transmission of the recommendations specified in this Collective Agreement, and the **Dean** of Libraries (Fredericton) requests an extension, such extension shall be granted and all subsequent deadlines in the assessment process, including the date by which the Vice-Presidents shall advise the Librarian or Archivist, shall be extended by an identical period of time. Such requests shall be in writing to the Vice-President (Academic) with a copy to the Association.

25C.06 The Library Assessment Committee shall base its decisions solely on the documentary evidence at its disposal. Such evidence shall consist of:

(a) a copy of the Librarian's or Archivist's Official File;

(b) a written statement by the Employee to the **Dean** of Libraries (Fredericton), by **September** 1 that provides a description, with appropriate reference to the documentation, of how his/her record satisfies the criteria set out in the relevant articles of the Collective Agreement;

(c) any other relevant documentary evidence which has been submitted by the Librarian or Archivist;

(d) any other relevant documentary evidence which has been provided by the **Dean** of Libraries (Fredericton). The Librarian or Archivist will be provided a copy of such evidence at the time of its introduction;

(e) recommendations, together with reasons and all documentation received in accordance with this Collective Agreement and used in the assessment process;

(f) the written recommendation of the Library Department Head concerned, a copy of which shall be provided to the Librarian or Archivist. If the Library Assessment Committee, **Dean** of Libraries (Fredericton) or appropriate Vice-President(s) requires clarification of any documentation the Librarian or Archivist concerned shall be invited, in writing, to provide such clarification, in writing, within ten (10) days.

25C.07 When the Library Assessment Committee and/or **Dean** of Libraries (Fredericton) has arrived at a tentative recommendation concerning a Librarian or Archivist which is unfavourable to that Librarian or Archivist, the **Dean** of Libraries (Fredericton) shall advise the Librarian or Archivist, in writing, and shall state the reasons for this tentative recommendation. The Librarian or Archivist shall be invited to submit further documentary evidence, if he/she wishes, within ten (10) days from the date of the invitation. Any such submission shall be considered by the Library Assessment Committee and/or the **Dean** of Libraries (Fredericton) before reaching its final recommendation.

Following receipt of notification from the **Dean** of Libraries (Fredericton) of a tentative recommendation that is unfavourable to a candidate, he or she shall have the right of a personal appearance before the Committee before a final recommendation is reached by the Committee. The Librarian or Archivist may be accompanied by another Librarian or Archivist preferably from the same Department or Branch.

At each level of assessment a comparison shall be made, prior to formulation of a final recommendation, of all Librarians or Archivist being considered for similar assessment in that year.

Copies of the final recommendations, and/or decision, together with reasons, shall be sent to the Librarian or Archivist. In the event of an unfavourable recommendation, all the reasons shall be given in sufficient detail with appropriate reference to the documentation, to allow the Librarian or Archivist to make a submission for consideration at the next level, if any, or for purposes of Article 41.

Final recommendations of the Library Assessment Committee shall include a numerical record of the vote on which those recommendations are based.

25C.08 The proceedings of any meeting of the Library Assessment Committee are strictly confidential.

25C.09 (a) The following types of assessment shall involve assessment by: -- the Saint John Campus Library Assessment Committee prior to a recommendation by the Director of Information Services and Systems (Saint John Campus Library) or the person designated by the Vice-President Saint John pursuant to Article 23C.02 when this person is a professional Librarian or Archivist for Librarians and Archivists from the Saint John Campus Library; -- the Law Library Assessment Committee prior to a recommendation by the Dean of Law for Librarians and Archivists from the Law Library; or -- the Library Assessment Committee prior to a recommendation by the **Dean** of Libraries (Fredericton) for all other Librarians and Archivists from Fredericton Campus Libraries:

(i) appointments at the ranks of Librarian I, Librarian II, Archivist I and Archivist II;

(ii) applications from Librarians or Archivists for sabbatical leaves;

(iii) applications for a leave without pay for a period of six (6) months or more;

(b) The following types of assessment shall involve assessment by: -- the Saint John Campus Library Assessment Committee, the Director of Information Services and Systems (Saint John Campus Library) or the person designated by the Vice-President Saint John pursuant to Article 23C.02 when this person is a professional Librarian or Archivist, the Library Assessment Committee and the **Dean** of Libraries (Fredericton) for Librarians and Archivists from the Saint John Campus Library; -- the Law Library Assessment Committee, the Head of the Law Library, the Dean of Law, the Library Assessment Committee and the **Dean** of Libraries (Fredericton) for Librarians and Archivists from the Law Library; or -- the Library Assessment Committee and the **Dean** of Libraries (Fredericton) for all other Librarians and Archivists from the Fredericton Campus Libraries:

(i) appointments at the ranks of Librarians III, Librarian IV, Archivist III and Archivist IV;

(ii) continuation of probationary appointments of Librarians or Archivists;

(iii) grants of tenure to Librarians or Archivists;

(iv) promotion of Librarian or Archivists.

(c) Search Committees

(i) The Saint John Campus Library may choose to constitute a search committee in lieu of the Saint John Campus Library Assessment Committee for assessing an appointment under (a)(i) or (b)(i). The search committee will begin work after the posting of the job advertisement. The composition of a search committee shall be determined by the same procedures in 25A.02 and 25A.03 except persons who are to be assessed for probation, promotion or tenure in a given year shall be eligible to serve. If the Saint John Campus Library does not elect to create a search committee, the Saint John Campus Library may create a subcommittee to assist and advise the Saint John Campus Library Assessment Committee.

(ii) **The Law Library may choose to constitute a search committee in lieu of the Law Library Assessment Committee for assessing an appointment under (a)(i) or (b)(i). The search committee will begin work after the posting of the job advertisement. The composition of a search committee shall be determined by the same procedures in 25A.02 and 25A.03 except persons who are to be assessed for probation, promotion or tenure for a given year shall be eligible to serve. If the Law Library does not elect to create a search committee, the Law Library may create a subcommittee to assist and advise the Law Library Assessment Committee.**

(iii) **All other Fredericton Campus Libraries may choose to constitute a search committee in lieu of the Library Assessment Committee for assessing an appointment under (a)(i) or (b)(i). The search committee will begin work after the posting of the job advertisement. The composition of a search committee shall be determined by the same procedures in 25A.02 and 25A.06 except persons who are to be assessed for probation, promotion or tenure for a given year shall be eligible to serve. If the other Fredericton Campus Libraries (excluding the Law Library) do not elect to create a search committee, the Library may create a subcommittee to assist and advise the Library Assessment Committee.**

25C.10 The Chair of the Library Assessment Committee shall maintain a record of the name of each member of the committee who has reviewed the documentary evidence set out in Article 25C.06 and the date(s) of the review(s) during the assessment process. Any member of the Library Assessment Committee who has not examined the documentary evidence, as evidenced by the record, shall not vote on the case nor take part in the discussion and, for purposes of determining a quorum, will be considered to be absent.

25C.11 The Library Assessment Committee, the Saint John Library Assessment Committee and the Law Library Assessment Committee shall each determine and record its own procedures which shall not be in conflict with the provisions of this Collective Agreement. Such procedures shall provide for an approved record which shall include the reasons for the final recommendation on each case and the numerical record of the final vote on each case.

25C.12 The Vice-Presidents shall provide to the Association a list of all the Librarians and Archivists considered in the assessment process that year and his/her recommendation.

Article 25D ASSESSMENT CRITERIA: FACULTY MEMBERS

Appointments

25D.01 The criteria for assessment of appointments are as set out in Article 22.

Probation

25D.02 The criteria for probation are as set out in Articles 23A and 25D.03.

Tenure

25D.03 Considering the professional responsibilities and workload of the Faculty Member as set out in Articles 16A and 19A, respectively, the criteria for tenure are:

(a) demonstrated academic competence within their area of expertise; and

(b) an acceptable record of academic service; and

(c) where applicable, fulfillment of any contractual requirement to complete a higher degree or other academic qualification where such requirement has been included in the offer of appointment to the Faculty Member.

The assessment criteria for tenure will take into account the candidate's entire career, but place particular emphasis on the candidate's performance and accomplishments while employed at UNB.

Promotion to Associate Professor

25D.04 Considering the professional responsibilities and workload of the Faculty Member as set out in Articles 16A and 19A, respectively, the criteria for promotion to the rank of Associate Professor are the same as the criteria for the grant of tenure set out in Article 25D.03, but with emphasis on the candidate's entire career to the date of application for promotion.

Promotion to Professor

25D.05 (a) Considering the professional responsibilities and workload of the Faculty Member as set out in Articles 16A and 19A, respectively, the criteria for promotion to the rank of Professor are:

(i) a demonstrated continuing high level of academic competence and achievement in the Faculty Member's area of expertise; and

(ii) an acceptable record of academic service.

(b) For promotion to the rank of Professor, the Faculty Member shall provide five (5) names of scholars/professionals external to the university to serve as assessors. **The Assessment Committee shall provide three (3) names of scholars/professionals external to the university to serve as assessors.** The Faculty Member **and the Assessment Committee** shall provide reasons for inclusion of these names. The assessments shall not be solicited from current or former thesis supervisors or individuals with whom the candidate has collaborated in the last five (5) years. **Assessors should be of full Professor or equivalent rank and should be of national/international reputation in the candidate's field of expertise. The Faculty Member and the committee shall have an opportunity to comment on each other's list and the Dean may request that either party revise its list.** The Dean shall select three (3) names from the **combined** list**, with at least one name selected from the Faculty Member's list,** and **will** provide written reasons to the candidate. The Dean shall then request that these external assessors provide a written evaluation of the Faculty Member's overall record in relation to Articles 25D.05 and 16A and 19A, respectively. Individual external assessors shall make their assessments anonymous. **Each** external assessor shall provide a separate signed cover letter confirming his or her participation so that there is a record of who submitted external assessments in the Faculty Member's official file.

General Provisions

25D.06 Assessment of academic competence shall be based on an appropriate combination of the principal duties of Faculty Members set out in Article 16A.02. The assessment shall take into account the various ways in which academic

competence is demonstrated in different areas of expertise. Academic competence shall be demonstrated:

(a) in dissemination of knowledge in the Faculty Member's area of expertise by the objectively documented achievement of a continuing and satisfactory record of teaching competence as evidenced by: student opinion surveys by methods approved by Senate and, if available, those approved for use by Faculty Councils, and/or Departments; development of new courses; updating of existing courses; effective use of innovative teaching aids and techniques; development of innovative teaching aids and techniques; involvement in curriculum development; organization of field schools, laboratories or clinical practica; successful direction of the research of undergraduate and/or graduate students; successful public and/or continuing education activities; publication or production of books, articles, films or recordings which elucidate and advance teaching effectiveness; formal recognition by the Board of Governors as an excellent teacher; and through other equivalent accomplishments;

(b) in research, scholarly or creative activity within their area of expertise, by the objectively documented achievement of continued development as a scholar as evidenced by: designing, developing and conducting research projects; designing, developing and conducting critical analysis of acquired knowledge; scientific, literary or professional publications; presentation of seminars, clinics or workshops; reporting the results of research and critical analysis and/or the successful transfer of current technology and/or techniques; participating actively, in their capacity as researchers or scholars in conventions, conferences, symposia or research groups; development of innovative teaching, coaching or professional methods, materials, curriculum and/or techniques likely to be used by others; active scholarly participation as editor or as a member of the editorial board of journals or other scholarly publications; evaluating or refereeing the work of other scholars; serving on grant selection committees; where appropriate in relation to their principal duties, successful attainment of research funding; professional consulting or practice of a creative nature; regular consultation by established researchers or authorities; creation of, maintenance of or contributions to data banks, registries, tables or collections of existing knowledge recognized and used by others; or by other equivalent accomplishments.

25D.07 Assessment of academic competence under Article 25D.03(a), 25D.04 and 25D.05(a) shall take into account the professional responsibilities and workload of the Faculty Member as set out in Articles 16A and 19A respectively, and those elements shown in Article 25D.06, and shall assess whether the Faculty Member's overall performance reflects a level of competence and activity which is appropriate for the level of promotion under consideration in accordance with Articles 25A and 25B. Although time in rank is not a criterion for promotion or tenure, in practice, at the time a promotion or grant of tenure becomes effective, the period of service in rank required to achieve the appropriate level will have typically been six (6) years. The Parties anticipate that the level of competence and activity which is appropriate for the level of promotion under consideration may gradually evolve and increase over time.

25D.08 An acceptable record of academic service shall be judged on the basis of the contributions the Employee has made to academic service as set out in Article 16A.06. Consideration will be given to whether the Employee has demonstrated a willingness to contribute to the work of the University.

Sabbatical Leave

25D.09 The assessment of applicants for sabbatical leave shall be consistent with Article 31A.

Leaves of Absence

25D.10 The assessment of applicants for a leave of absence without pay of six (6) months or more shall be consistent with Article 32C.

Article 25E ASSESSMENT CRITERIA: INSTRUCTORS

Appointments

25E.01 The criteria for assessment of appointments are as set out in Article 22.

Probation

25E.02 The criteria for probation are as set out in Articles 22B and 25E.03.

Tenure

25E.03 Considering the professional responsibilities and workload of the Instructor as set out in Articles 16B and 19B, respectively, the criteria for a tenure are:

(a) demonstrated competence in the performance of their professional responsibilities within their area of expertise; and

(b) where applicable, fulfillment of any contractual requirement to complete a higher degree or other academic qualification where such requirement has been included in the offer of appointment to the Instructor.

The assessment criteria for tenure will take into account the candidate's entire career, but place particular emphasis on the candidate's performance and accomplishments while employed at UNB.

Promotion to Senior Instructor

25E.04 Considering the professional responsibilities and workload of the Instructor as set out in Articles 16B and 19B, respectively, the criteria for promotion to the rank of Senior Instructor are the same criteria for the grant of tenure set out in Article 25E.03**, but with emphasis on the candidate's entire career to the date of application for promotion**.

Promotion to Senior Teaching Associate

25E.05 Considering the professional responsibilities and workload of the Instructor as set out in Articles 16B and 19B, respectively, the criteria for promotion to the rank of Senior Teaching Associate are:

(a) demonstrated continuing high level of competence in the performance of their professional responsibilities within their area of expertise; and

(b) where applicable, fulfillment of any contractual requirement to complete a higher degree or other academic qualification where such requirement has been included in the offer of appointment to the Instructor.

General Provisions

25E.06 Competence in the performance of professional responsibilities of the Instructor or Senior Instructor shall be based on an appropriate combination of the principal duties of Instructors set out in Article 16B.02. Teaching competence in the Instructor's area of expertise shall be demonstrated by objectively documented evidence including student opinion surveys by methods approved by Senate and, if

available, those approved for use by Faculty Councils, and/or Departments; development of new courses; updating of existing courses; effective use of innovative teaching aids and techniques; development of innovative teaching aids and techniques; involvement in curriculum development; organization of field schools, laboratories or clinical practica; successful public and/or continuing education activities; formal recognition by the Board of Governors as an excellent teacher; and through other equivalent accomplishments.

25E.07 Assessment of demonstrated continuing high level of competence under Article 25E.05 shall take into account the professional responsibilities and workload of the Senior Instructor as set out in Articles 16B and 19B respectively, and shall assess whether the overall performance of the Instructor reflects a level of competence and activity which is appropriate for the level of promotion under consideration in accordance with Articles 25A and 25B. Although time in rank is not a criterion for promotion or tenure, in practice, at the time of the promotion or granting of tenured appointment, the period of service in rank required to achieve the appropriate level will have typically been six (6) years. The Parties anticipate that the level of competence and activity which is appropriate for promotion may gradually evolve and increase over time.

25E.08 An acceptable record of academic service shall be judged on the basis of the contributions the Employee has made to academic service as set out in Article 16B.06. Consideration will be given to whether the Employee has demonstrated a willingness to contribute to the work of the University.

Sabbatical Leave

25E.09 The assessment of applicants for sabbatical leave shall be consistent with Article 31B.

Leaves of Absence

25E.10 The assessment of applicants for a leave of absence without pay of six (6) months or more shall be consistent with Article 32C.

Article 25F ASSESSMENT CRITERIA: LIBRARIANS AND ARCHIVISTS

Appointments

25F.01 The criteria for assessment of appointments are as set out in Article 22.

Probation

25F.02 The criteria for probation are as set out in Articles 23C and 25F.03.

Tenure

25F.03 Considering the professional responsibilities and workload of the professional Librarians and Archivists as set out in Article 16C and 19C, the criteria for tenure are:

(a) performance of assigned responsibilities in an effective manner; and

(b) demonstrated professional competence in the Librarian's or Archivist's specialization and classification; and

(c) an acceptable record of committee service in the Library or elsewhere in the University; and

(d) fulfilment of any contractual requirement to complete a higher degree or other professional qualification (where applicable).

Promotion

25F.04 Considering the professional responsibilities and workload of professional Librarians and Archivists as set out in Articles 16C and 19C, a Librarian or Archivist at the Librarian II or Archivist II (as the case may be) classification or above may be recommended for promotion when the Librarian or Archivist has met the following criteria:

Promotion to Librarian III / Archivist III

(a) demonstrated continuing professional competence in the Librarian's or Archivist's specialization and classification; and

(b) continuing performance of assigned responsibilities in an effective manner; and

(c) at the time the promotion becomes effective, a period of service as a Librarian II or Archivist II which, typically, will be four (4) years. A relevant subject specialization at a Master's level or above or an advanced professional certificate or diploma may reduce the typical period of service by two (2) years, subject to recommendations that result from the assessment process.

Promotion to Librarian IV / Archivist IV

25F.05 Considering the professional responsibilities and workload of professional Librarians and Archivists as set out in Articles 16C and 19C, respectively, the criteria for promotion to the rank of Librarian IV or Archivist IV (as the case may be) are:

(a) at the time of application for promotion to Librarian IV or Archivist IV, a candidate shall normally have completed at least four (4) years of service at the Librarian III or Archivist III level or shall have an equivalent combination of relevant academic or professional service at the Librarian III or Archivist III level (as the case may be);

(b) a continuing high level of effective performance of assigned responsibilities;

(c) a demonstrated continuing high level of professional competence in the Librarian's or Archivist's specialization and classification; and

(d) at the time promotion becomes effective, a period of service as a Librarian III or Archivist III which typically will be five (5) years. A relevant subject specialization at a Master's level or above or an advanced professional certificate or diploma may reduce the typical period of service by one (1) year, subject to recommendations that result from the assessment process.

25F.06 Evaluation of professional competence and performance shall be based on the principal responsibility of Librarians and Archivists as set out in Article 16C.02 and shall include their assigned responsibilities. Professional competence and performance may be demonstrated by the attainment of recognized professional qualifications (BLS, MLS, MLIS, MIS relevant subject Master's or other equivalents), performance of assigned responsibilities in an effective manner, effective supervision of subordinates when applicable, continuing efforts to keep up with and contribute to advances in the profession, and research, if any, carried out in accordance with Article 16C.

25F.07 Assessment of demonstrated continuing high level of competence under Article 25F.05 shall take into account the professional responsibilities and workload of the Librarian or Archivist as set out in Articles 16C and 19C respectively, and shall assess whether the overall performance of the Librarian or Archivist reflects a level

of competence and activity which is appropriate for the level of promotion under consideration in accordance with Articles 25A and 25C. Although time in rank is not a criterion for promotion or tenure, in practice, at the time of the promotion or granting of tenure the period of service in rank required to achieve the appropriate level will have typically been four (4) years. The Parties anticipate that the level of competence and activity which is appropriate for promotion may gradually evolve and increase over time.

25F.08 An acceptable record of participation in committee service in the Library or elsewhere in the University shall be considered in assessing candidates for promotion. Consideration will be given to whether the Employee has demonstrated a willingness to contribute to the work of the University.

Sabbatical Leave

25F.09 The assessment of applicants for sabbatical leave shall be consistent with Article 31B.

Leaves of Absence

25F.10 The assessment of applicants for a leave of absence without pay of six (6) months or more shall be consistent with Article 32C.

Article 25G ASSESSMENT CRITERIA: NURSE CLINICIANS

Appointments

25G.01 The criteria for assessment of appointments are as set out Article 22E.

Probation

25G.02 The criteria for probation are as set out in Article 22 and Article 25G.03

Tenure

25G.03 Considering the professional responsibilities and workload of the Nurse Clinician as set out in Article 16D and 19D, respectively, the criteria for tenure are:

(a) demonstrated competence in the performance of their professional responsibilities within their area of expertise; and

(b) an acceptable record of faculty and/or departmental service; and

(c) where applicable, fulfillment of any contractual requirement to complete an MN, an MScN or equivalent degree, where such requirement has been included in the offer of appointment to the Nurse Clinician.

Promotion

25G.04 Promotion within the Nurse Clinician category is dependent on credentials as set out in Article 22E.01.

General Provisions

25G.05 Competence in the performance of professional responsibilities of the Nurse Clinician shall be based on an appropriate combination of the principal duties of Nurse Clinicians set out in Article 16D.02. Clinical teaching competence in the Nurse Clinician's area of expertise shall be demonstrated by objectively documented evidence including, if available, student opinion surveys by methods approved by Senate or those approved for use by Faculty Councils, and/or Departments; contributions to the development of new clinical courses; updating of existing clinical courses; effective use of innovative clinical teaching aids and techniques; development of innovative clinical teaching aids and techniques;

involvement in curriculum development; organization of field schools, laboratories or clinical practica; successful public and/or continuing education activities; external assessment by practice partners as approved by Faculty Councils and/or Departments; formal recognition by the Board of Governors as an excellent teacher; and through other equivalent accomplishments.

25G.06 Although time in service is not a criterion for tenure, in practice, at the time of the granting of tenured appointment, the period of service required will have typically been six (6) years.

25G.07 An acceptable record of academic service shall be judged on the basis of the contributions the Employee has made to academic service as set out in Article 16D.05. Consideration will be given to whether the Employee has demonstrated a willingness to contribute to the work of the Faculty and/or Department.

Leaves of Absence

25G.08 The assessment of applicants for a leave of absence without pay of six (6) months or more shall be consistent with Article 32C.

Sabbatical Leave

25G.09 The assessment of applications for sabbatical leave shall be consistent with Article 31C.

Article 26 OFFICIAL FILES

26.01 Subject to the provisions of Article 26.04, all documents and materials maintained by the University of New Brunswick and used, or to be used, in determining the employment status of, or in evaluating the professional performance of, an Employee shall be placed in an Official File. This file shall be kept in the office of the Vice-President (Academic) or the Vice-President (Saint John) as appropriate. Copies of these documents and materials may be used elsewhere as necessary for normal University of New Brunswick administrative purposes. Copies of these documents and materials may also be filed elsewhere for such purposes; e.g., in the offices of the President, the Dean, the Chair, the Associate Vice-President of Human Resources and Organizational Development, or any other office provided the Association is so notified in writing. Official Files and copies thereof shall be clearly marked as confidential.

26.02 The documents and materials referred to in Article 26.01 may include, but shall not be limited to, materials such as university transcripts, letters of application, curriculum vitae, and letters of reference; evaluation, observation, and workload reports; correspondence; commendatory and disciplinary letters; curriculum vitae updates; documents reflecting the salary and work history of Employees; decisions and/or recommendations, together with reasons, arising in accordance with 25B.01; and copies of materials reflecting professional development and achievements subject to the provisions of Article 26.04. A current inventory of all documents and materials in the Official File shall be maintained in the office of the appropriate Vice-President and included in the Official File.

26.03 An Employee shall have the right, during normal business hours, and upon reasonable notice, to examine the entire contents of his/her Official File. The examination may be carried out in the presence of a person designated by the appropriate Vice-President. Employees may be required to produce identification before access to their Official File is granted. Employees shall not remove their Official File or parts thereof from the office. Employees may obtain, at their own expense and upon written request to the appropriate Vice-President, a copy of any of the contents of their Official File within a reasonable period of time. An Employee

shall be notified of any additions or deletions to his/her Official File. Materials deleted from the Official File shall be sent to the Employee.

26.04 Employees have the right to have included in their Official File, their written comments about the accuracy, relevance, meaning or completeness of the contents of their File. These comments may include a list of supplementary materials and documents maintained and considered relevant by the Employee. The documents and materials on this list shall be considered whenever the contents of the Official File are used in determining the employment status of or in evaluating the professional performance of the Employee, providing the Employee makes them available within a reasonable time of receiving a written request for them. These documents and materials shall be returned to the Employee following their use and shall not be included in the Official File.

26.05 Employees have the right to grieve the accuracy or the relevance, for the purpose of determining employment status or of evaluating professional performance, of any of the contents of their Official File within 30 days of becoming aware of the documents or materials.

26.06 No anonymous documents or materials shall be kept in an Official File or submitted as evidence in any formal decision or action involving an Employee. The aggregated numerical results of any collective student opinion survey of the Employee's teaching which has been approved by Senate and, if available, those approved for use by Faculty Councils and/or Academic Departments, shall not be considered anonymous material.

26.07 None of the contents of the Official File shall be released or made available to any person without the express written consent of the Employee concerned, except when required:

(a) for normal University of New Brunswick administrative purposes;

(b) for grievance and arbitration purposes;

(c) by this Collective Agreement;

(d) by law.

Access to any of the contents of an Official File for reason (d) above shall be granted only in person to individuals who show proof that such access is required by law. Such access shall be granted only by the appropriate Vice-President and in the presence of that Vice-President or his/her designate. The Vice-President shall notify the Employee concerned immediately, stating the person or persons granted access and the reason for granting such access unless such notification is prohibited by legal statute.

26.08 For the purposes of proceedings under Article 41, three (3) Employees duly designated by the Association shall have the right, on a confidential basis, during normal business hours and upon reasonable notice to examine the contents of any Official File used in the assessment of the Employee who is a candidate in a particular assessment year and who is proceeding under Article 41. The examination will be carried out in the presence of a person designated by the appropriate Vice-President. These Employees shall not remove the Official File or parts thereof from the office.

26.09 A record shall be kept of the names of all persons granted access to the Official File in the Vice-President's Office together with the date, and the reason. Such record shall be included in the Official File.

Article 27 TRANSFERS

27.01 Faculty members, and Instructors may be transferred to positions in other University Faculties or Academic Departments, only with their written consent which shall not be unreasonably withheld. Transfers between campuses shall only be with written consent. Librarians or Archivists may be transferred to other positions on the same campus with reasonable notice, and normally with their written consent which shall not be unreasonably withheld; Librarians or Archivists may be transferred to positions on the other campus only with their written consent. When the duties of the new position differ substantively from those of the previous position, an adjustment period including any required off-site formal training will be provided. All other Employees may be transferred by the University of New Brunswick to other positions on the same campus with twenty days' notice (or less, with the agreement of the Employee); such Employees may be transferred to positions on the other campus only with their written consent. When considering a transfer, the University shall consult with the Employee concerned, the Employee's current Department Head, and the Department Head of the unit to which the transfer is to be made.

27.02 Recommendations on a proposed transfer of a Faculty Member, Senior Teaching Associate or a Senior Instructor will be made in accordance with the provisions of Article 25B in the same manner as for appointments.

27.03 Notwithstanding the provisions of Article 27.01 and 27.02, a transfer of any Employee may be made arising from application of the provisions of Article 28 or 29 in any case(s) where such Employee is reasonably qualified or could reasonably be retrained for the new position. Before any such transfer under Article 28 occurs, the University shall present the reasons for taking action to the Department or Faculty experiencing the decrease in enrolment.

27.04 Nothing in this Article shall preclude any Employee from competing for any vacancy on the same basis as external candidates.

27.05 Employees who are transferred at the request of the University of New Brunswick shall receive, as a minimum, the same rank or classification, credit for previous experience, salary and benefits as before the transfer.

27.06 In the case of a transfer to another campus, the University of New Brunswick shall be responsible for moving expenses in accordance with the provisions of Article 37. In addition, if the transfer is at the request of the University of New Brunswick, it shall also be responsible for the real estate and the legal fees relative to the sale of the Employee's principal residence, or for the amount of the penalty paid for the early termination of a lease, as appropriate.

27.07 Notwithstanding the provisions of this Article, the University of New Brunswick may, in the event of an emergency arising from the sudden and unpredictable inability of an Employee to perform his/her assigned workload, assign Employees immediately to other University Faculties, Academic Departments, or Libraries, or to another campus, on a temporary basis. Such an emergency assignment to another campus shall take place only after the University of New Brunswick has made every reasonable effort to meet the emergency in other ways. The temporary assignment shall not exceed the shorter of the duration of the emergency or the period of time up to the end of the academic term following the term in which the emergency arose, except with the consent of the Employee. An Employee assigned to another

campus on an emergency basis shall receive reimbursement for all reasonable expenses incurred as a result of the assignment. For Faculty Members so transferred to another campus, the Dean shall consider any negative effects of such transfer on the Faculty Member's research in assigning the workload for the subsequent academic year.

Article 28 CHANGES IN THE BARGAINING UNIT FOR ACADEMIC REASONS

28.01 The University of New Brunswick recognizes the importance of sound academic planning in establishing or changing appropriate academic priorities. The University of New Brunswick further acknowledges the powers vested in Senate by the University of New Brunswick Act in these matters. Consequently, the University of New Brunswick will continue to refer all issues related to academic planning and the setting of academic priorities to the Senate for study and recommendation.

28.02 The University of New Brunswick shall determine, for each Faculty, Academic Department, Library Department and Library, an authorized complement of Employees. The authorized complement, which may differ from the actual number of Employees, shall be reviewed and adjusted regularly by the University of New Brunswick, taking into account any recommendations which Senate may make, in an effort to ensure that this authorized complement reflects the long term academic priorities of the University.

28.03 Changes in the number of Employees in any Faculty, Academic Department, Library Department or Library, shall normally take place at any time through recruitment, retirement, death, resignation, voluntary redeployment or retraining, voluntary transfers or voluntary assumption of a reduced workload, in order to adjust the actual number of Employees towards the authorized complement.

28.04 The Parties recognize that in exceptional circumstances, changes in long term academic priorities of the University may require adjustments to the authorized complement of a Faculty, Academic Department, Library Department or Library, resulting in changes in the actual number of employees at a rate greater than that which can reasonably be attained through the provisions of Article 28.03. Such changes under this Article may only result from academic considerations which include either: a significant decrease in student enrolment in a Faculty, Academic Department, or Library; or the discontinuance of such units, for sound academic reasons and upon recommendation of Senate. Such decrease shall not involve simply a temporary variation in enrolment. Where these exceptional circumstances exist, the University of New Brunswick may make such appropriate changes to the authorized complement and to the actual number of Employees in Faculties, Academic Departments, Library Departments or Libraries, as may be essential, provided the provisions of this Article are met. Under these exceptional circumstances the methods for reducing the actual number of Employees may include layoff, only after any adjustments resulting from the application of Article 28.03 have been made. The Board of Governors, believing that layoff of Employees is required, shall formulate a plan for such action and shall:

(a) inform Senate and the Association, in writing, of its belief that such action may require layoff of Employees, enclosing a copy of the plan, the academic reasons on which it is based and its reasons for believing that layoff may be required;

(b) impose a halt to the hiring of new Employees in the Faculties, Academic Departments, Library Departments or Libraries involved;

(c) establish an Academic Commission.

28.05 The Academic Commission shall consist of one (1) member of Senate, appointed by Senate; two (2) members of the Board of Governors, appointed by the Board of Governors; two (2) Employees appointed by the Association; the Vice-President (Academic) and the Vice-President (Saint John). The Vice-President (Academic) shall chair the Commission. All reasonable expenses of the Academic Commission shall be borne by the University of New Brunswick.

28.06 The Academic Commission shall establish its own procedures.

28.07 The initial tasks of the Academic Commission shall be to:

(a) examine the plan prepared by the University of New Brunswick, including the extent of the problems giving rise to the action of the Board of Governors taken under Article 28.04, and present a preliminary report to the Board of Governors, with copies to the Senate and the Association, making recommendations for any immediate action that can be taken without involving layoff of Employees.

(b) request Senate to study the potential impact of the plan on the academic programs of the University, including whether enrolment projections are consistent with any proposed reduction in academic staff and to prepare a report within 40 days for the Academic Commission.

28.08 Following receipt of the Senate report, the Academic Commission shall, within 70 days, prepare a final report, analyzing the extent and nature of the academic problems giving rise to the plan, the extent and nature of the potential impact of the plan on the academic programs of the University, and making such detailed recommendations as seem appropriate to the Academic Commission, including recommendations on the number and distribution of any layoffs which may be essential. The Academic Commission shall include in its report the reasons for its recommendations and any supporting documents which are appropriate. The report shall be submitted to the Board of Governors with a copy at the same time to the Senate and the Association.

28.09 The University of New Brunswick agrees to full disclosure of available information which is pertinent to the academic problem and deemed relevant by the Academic Commission. The Commission may consult with any person or group of persons from inside or outside the University, and shall consult with any Faculty, Academic Department, Library Department or Library concerned.

28.10 Upon receipt of the report of the Academic Commission, the Board of Governors shall allow 20 days for comment on the report by Senate and by the Association. Within a further 20 days, the Board of Governors shall prepare a detailed plan of the actions which it proposes to take including the names of those Employees who shall be laid off and the reasons for the layoff of those Employees after due consideration of the report prepared by the Academic Commission and any comments made thereon by Senate and the Association. The Board of Governors' plan shall be sent to the Senate and to the Association for comments. These comments shall be received by the Board of Governors within 20 days. Within 20 days following receipt of these comments and with due consideration for such comments, the Board of Governors shall make its final decision.

28.11 In the event the Academic Commission, the Senate or the Association fails to submit its report or comments, as appropriate, within the time limits set out in this Article, the Board of Governors may proceed without such reports or comments. Any time limits under this Article may only be extended by agreement, in writing, of the Parties. Such agreement shall not be unreasonably denied.

28.12 In the event the Board of Governors decides to lay off Employees under this Article, such action shall be taken in accordance with the terms of this Collective Agreement.

28.13 Any recommendations or decisions made under this Article shall take into account that layoff is an exceptional action which shall not be taken until:

(a) all reasonable alternative solutions to the academic problems which have been proposed in the report of the Academic Commission and in any comments made thereon by Senate have been considered and implemented as far as reasonably practicable; and

(b) all reasonable alternative means of making the necessary reductions in the bargaining unit (as described in Article 28.03) have been considered and implemented as far as reasonably practicable.

Any layoffs under this Article shall occur only to the extent necessary to alleviate the academic problem and shall be based on sound academic grounds.

Article 29 CHANGES IN THE BARGAINING UNIT FOR REASONS OF FINANCIAL EMERGENCY

29.01 The term financial emergency denotes a condition in which the continued existence of the University of New Brunswick is placed in serious jeopardy because a substantial deficit has occurred or is inevitable and projections show substantial and continuing financial deficits, using generally accepted accounting principles applied on a basis consistent with that of the preceding year.

29.02 The Board of Governors, believing that a financial emergency exists or is imminent, shall formulate a plan to deal with this emergency and shall:

(a) inform Senate and the Association, in writing, of this belief, enclosing a copy of the plan and the financial reasons upon which it is based;

(b) impose a halt to the hiring of new Employees, except those who are required to perform those functions essential to the ongoing operation of the University;

(c) establish a Financial Emergency Commission.

29.03 The Financial Emergency Commission shall consist of two (2) persons appointed by the Board of Governors, two (2) persons appointed by the Association, and a Chair mutually agreed upon by the Parties. If the Parties fail to agree, each will submit a list of three (3) names and an arbitrator chosen by lot from among those listed in Article 41 will be asked to select a Chair.

All reasonable expenses of the Financial Emergency Commission shall be borne by the University of New Brunswick.

29.04 The Financial Emergency Commission shall establish its own procedures.

29.05 The initial task of the Financial Emergency Commission shall be to:

(a) examine the plan prepared by the University of New Brunswick, including the extent of the financial problems giving rise to the action of the Board of Governors taken under this Article, and present a preliminary report to the

Board of Governors, with copies to the Senate and the Association, making recommendations for any immediate action that can be taken, without involving layoff of Employees.

(b) request Senate to study the potential impact of the plan on the academic programs of the University, including whether enrolment projections are consistent with any proposed reductions in the number of Employees, and prepare a report within 40 days for the Financial Emergency Commission.

29.06 Following receipt of the Senate report, the Financial Emergency Commission shall, within 70 days, prepare a final report, analyzing the extent and the nature of the financial problems giving rise to the plan, the extent and the nature of the potential impact of the plan on the academic programs of the University, and making such detailed recommendations as may seem appropriate to the Financial Emergency Commission, including recommendations on the number and distribution of any layoffs which may be essential. The report shall identify the source or sources of the financial difficulty, and recommend any methods the Commission deems necessary and sufficient to alleviate these difficulties, taking into consideration possible alternatives to the layoff of Employees. The Financial Emergency Commission shall include in its report the reasons for its recommendations and any supporting documents which are appropriate. The report shall be submitted to the Board of Governors with a copy at the same time to the Senate and the Association.

29.07 The University of New Brunswick agrees to full disclosure of available information which is related to the financial emergency problem and deemed relevant by the Financial Emergency Commission. The Commission may consult with any person or group of persons from inside or outside the University, and shall consult with any Faculty, Academic Department, Library Department or Library concerned.

29.08 Upon receipt of the report of the Financial Emergency Commission, the Board of Governors shall allow 20 days for comment on the report by Senate and by the Association. Within a further 20 days, if a financial emergency exists, the Board of Governors shall so declare and shall prepare a detailed plan of the action which it proposes to take, including the names of those Employees who shall be laid off and the reasons for the layoff of those Employees after due consideration of the report prepared by the Financial Emergency Commission and any comments made thereon by Senate and the Association. The Board of Governors' plan shall be sent to the Senate and to the Association for comments. These comments shall be received by the Board of Governors within 20 days. Within 20 days following receipt of these comments and with due consideration for such comments, the Board of Governors shall make its final decision.

29.09 In the event the Financial Emergency Commission, the Senate or the Association fails to submit its report or comments, as appropriate, within the time limits set out in this Article, the Board of Governors may proceed without such reports or comments. Any time limits under this Article may be extended by agreement, in writing, of the Parties. Such agreement shall not be unreasonably denied.

29.10 In the event the Board of Governors decides to lay off Employees under this Article, such action shall be taken in accordance with the terms of this Collective Agreement.

29.11 Layoff is an exceptional action which shall be taken only after the University of New Brunswick has exhausted all reasonable means to alleviate the financial emergency by applying rigorous economies in all areas of the University's present and projected expenditures, by using all reasonable means of improving the University's income, and by using all other means of making the necessary reductions in the bargaining

unit, in a manner which best maintains the academic viability of the University. Any layoffs under this Article shall occur only to the extent necessary to alleviate the financial emergency and shall be based on sound academic grounds.

Article 30 LAYOFF

30.01 Layoff of Employees is an exceptional action which may occur only in accordance with Articles 28 or 29.

30.02 The President of the University shall notify, in writing, Employees who are to be laid off, with a copy to the Association, as much in advance of the layoff date as possible, which notice shall be:

(a) for probationary or tenured Faculty Members, Instructors, Librarians III or IV, or Archivist III or IV, a minimum of six (6) months' notice with layoff effective on July 1 or January 1;

(b) for all other Employees, a minimum of three (3) months.

30.03 The President's notice under Article 30.02 shall state whether the layoff is based on the provisions of Article 28 or Article 29. Upon the Employee's written request, the President shall provide, within a reasonable period of time, a written statement of the specific reasons for choosing that Employee for layoff.

30.04 By informing an Employee and the Association, in writing 20 days in advance, the University of New Brunswick may lay off an Employee with pay in lieu of notice or with a combination of notice and pay in lieu of notice totalling the appropriate notice period in Article 30.02.

30.05 Those Employees covered under Article 30.02(a) who are laid off, shall receive all of:

(a) notice as specified in Article 30.02(a) or pay in lieu of notice, as specified in Article 30.04; and

(b) a sum equal to 12 months' salary.

30.06 Those Employees covered under Article 30.02(b) who are laid off, shall receive all of:

(a) notice as specified in Article 30.02(b) or pay in lieu of notice, as specified in Article 30.04; and

(b) one (1) month's salary for each year of full-time service in the University, to a maximum of six (6) months' salary.

30.07 The financial settlements under Articles 30.05(b) and 30.06(b) shall, in cases of layoff under Article 28, be supplemented by a sum equal to six (6) months' salary, payable upon expiration of the time period determined for the purposes of Articles 30.05(b) and 30.06(b), but only in the event the Employee has not yet obtained equivalent employment.

30.08 The Employee may elect to receive the amount specified in Articles 30.05 or 30.06, as applicable, as a lump sum payment on the effective date of the layoff or in another reasonable manner mutually agreed, in writing, by the Employee and the University of New Brunswick. If an Employee has committed to a specific retirement

date pursuant to Article 35.02, then the sum paid under Articles 30.05 and 30.06 shall not exceed (a) the salary remaining to that retirement date or (b) the salary remaining to the terminal date of a term contract.

30.09 An individual with recall status shall have the right of first refusal of each and every available position in his/her field. Should two (2) or more individuals with recall status be eligible for recall in the same field, the choice shall be made on sound academic grounds, using the assessment procedures of Article 25 as for appointments. If two (2) or more individuals with recall status have equivalent qualifications, the order of recall shall be the reverse of the order of layoff. An external candidate shall not be offered a position in the bargaining unit unless all individuals with recall status who are qualified for the position have been offered the position in accordance with this Article.

30.10 Each individual with recall status shall be given special consideration for employment when any full-time position suitable to his/her qualifications becomes available in the University of New Brunswick, and for which no other individual with recall status exercises the right of first refusal. Such special consideration shall be neither greater nor less than that accorded to other individuals with recall status in the University of New Brunswick.

30.11 For individuals who have been laid off, recall status specified in this Article shall continue from the day of layoff for a period equal to one (1) year for each year of service to a maximum of five (5) years, and shall terminate only:

(a) at the conclusion of such periods; or

(b) upon retirement to pension; or

(c) when the person indicates, in writing, to the University of New Brunswick that he/she no longer wishes to be considered for recall; or

(d) until the person has been offered and has refused, a position in his/her Academic Department (or Faculty, where no Academic Department exists) or Library, equivalent to his/her former position.

30.12 Disputes arising out of these recall procedures are referable to the grievance and arbitration process set out in this Collective Agreement.

30.13 Individuals with recall status who are offered, and who accept, a position other than the one (1) for which they have the right of first refusal under Article 30.09, retain this right of first refusal subject to the terms of this Article.

30.14 Individuals with recall status shall inform the University of New Brunswick, in writing, within 20 days whether they accept or reject a recall offer in accordance with Article 30.09. Individuals shall have a reasonable period, not exceeding six (6) calendar months, to terminate other employment and take up the position. Reasonable requests for extensions of this time limit shall not be unreasonably denied.

30.15 Subject to Article 30.16, the employment status of Employees who have been recalled to bargaining unit positions in their field, shall be as at the time of layoff with respect to those matters covered in this Collective Agreement, including, but not limited to: rank or classification; probation, tenure; and credit for service towards tenure, promotion and sabbatical leave eligibility.

Subject to Article 30.16, the salary of Employees who have been recalled to bargaining unit positions in their field shall consist of the total of their salary at the time of layoff and all standard economic adjustments to which they would have been entitled if layoff had not occurred.

30.16 Credit, if any, for experience gained during the recall period may be granted by the University of New Brunswick upon recommendations resulting from the assessment procedures set out in Article 25.

30.17 Subject to the provisions of this Article, individuals with recall status shall retain their right to recall for the total recall period regardless of whether or not they have obtained alternative employment.

30.18 Individuals with recall status shall continue to be eligible for tuition benefits under Article 35, for the duration of the recall period or until they obtain full-time employment elsewhere, whichever is shorter. Such employment shall be reported, not later than 15 days after its commencement, to the University of New Brunswick.

30.19 Employees who have been laid off and who have been recalled, shall repay any portion of the allowance specified in Articles 30.05 or 30.06, as appropriate, which exceeds what their salary would have been had they continued to occupy their former position.

30.20 It shall be the responsibility of each individual with recall status to keep the University of New Brunswick and the Association informed of his/her current address for the duration of the recall period.

30.21 The Parties agree that payments made under the terms of this Article are settlement payments as compensation for loss of office.

Article 31A SABBATICAL LEAVES FOR FACULTY MEMBERS

31A.01 In recognition of the fact that Faculty Members are required to continue to develop as scholars, researchers and professionals throughout their careers, a system of sabbatical leaves shall be maintained. Tenured Faculty Members shall be eligible for sabbatical leave in accordance with the provisions of this Article. Such leaves are intended to be used by tenured Faculty Members for academic and professional renewal and enhancement through study, research, scholarship, writing or other creative activities, leading to increase of their knowledge, furtherance of their research and scholarship, and other enhancement of their ability to contribute to the University on their return.

31A.02 Tenured Faculty Members shall be eligible, upon application to the University of New Brunswick, for consideration for sabbatical leave as follows:

(a) after six (6) years of full-time service at the University of New Brunswick, one (1) year's leave at 85 percent of regular salary, or

(b) after six (6) years of full-time service at the University of New Brunswick, six (6) months' leave at 100 percent of regular salary, or

(c) after three (3) years of full-time service at the University of New Brunswick, six (6) months' leave at 85 percent of regular salary.

(d) For the purpose of counting credit toward sabbatical:

When a probationary appointment or a return to full-time service following a sabbatical leave commences during the first six (6) months of an academic year, the period of such full-time service shall be considered to have commenced on July 1 of that academic year.

When a probationary appointment commences during the last six (6) months of an academic year, the period of such full-time service shall be considered to have commenced on July 1 of the following academic year.

When a return to full-time service following a sabbatical leave commences during the last six (6) months of an academic year, the period of such full-time service shall be considered to have commenced on January 1 of that academic year.

(e) Subject to Articles 31A.10 to 31A.14 inclusive, normally a Faculty Member will take sabbatical leave either in the seventh academic year in the case of (a) and (b) above or in the fourth academic year in the case of (c) above, following the start of each full-time service eligibility period. Deferral or advancement of normal sabbatical leave shall operate, as appropriate, to decrease or increase the service period specified in (a) to (c) above, in accordance with (d).

(f) A Faculty Member who has completed a minimum of three (3) consecutive current years of administrative service as Chair of an Academic Department shall be entitled to a supplementary sabbatical salary for sabbaticals taken pursuant to (a) or (c) above following the signing of this Agreement. The supplementary sabbatical salary shall be calculated at 3 percent of regular salary per year of such administrative service, to a maximum of 15 percent. It is the understanding of the Parties that the maximum of 15 percent will be applied to any one (1) sabbatical leave but credit for unused years of administrative service may be carried forward to a subsequent sabbatical leave.

31A.03 Sabbatical leave may be granted subject to:

(a) satisfactory arrangements being made to carry on the work of the Academic Department (or Faculty where no Academic Department exists) concerned;

(b) the nature of the Faculty Member's proposal for the utilization of the sabbatical leave and the extent to which the proposal conforms to the purposes of sabbatical leave as set out in Article 31A.01, and the probability of successful implementation.

31A.04 Faculty members on sabbatical leave are expected to make effective use of such leave. The Faculty Member is expected to return to his/her normal duties on completion of the leave; on application made to the President, this requirement may be waived in the case of hardship or when substantial professional advancement would be denied.

31A.05 Normally, sabbatical leave shall be taken without interruption starting on July 1 or January 1, or as otherwise approved by the University of New Brunswick.

31A.06 Applications for sabbatical leave shall be directed to the Dean no later than February 1 for sabbatical leaves commencing January 1 of the subsequent academic year and no later than October 1 for sabbatical leaves commencing July

1 of the subsequent academic year. Applications received with less notice may be considered in exceptional circumstances. Applicants for sabbatical leave shall be evaluated by the Assessment Committees as set out in Article 25.

31A.07 Applications for sabbatical leave shall be supported by a description of the work planned by the Faculty Member for his/her leave, including the activities to be undertaken, the location or locations where the activities will be carried out, any fellowship or travel grants applied for or received and such other reasonable information as the University of New Brunswick may require. (Such other reasonable information may include, where applicable, written confirmation that any facilities essential for the successful completion of the planned work will be made available to the Faculty Member by the institutions or organizations in which the work is to be undertaken.)

31A.08 The University of New Brunswick shall inform Faculty Members of its decisions with respect to applications for sabbatical leave at least six (6) months prior to the date of commencement of the leave, or such shorter period as the normal application time was not met by the Faculty Member.

31A.09 Upon notification of sabbatical leave approval, a Faculty Member may apply to the University of New Brunswick for a portion of the sabbatical salary, if any, to be awarded as a research grant and/or removal expense allowance. The University of New Brunswick will report such grants in accordance with the income tax laws and regulations.

31A.10 A Faculty Member who wishes to withdraw an approved sabbatical leave or an application pending approval shall so indicate in writing to the Dean, normally no later than three (3) months prior to the proposed commencement date for the leave. In such cases, it shall be the Faculty Member's responsibility to re-apply for sabbatical leave in a subsequent academic year.

31A.11 Subject to Articles 31A.12 and 31A.13, it is expected that a Faculty Member will take a sabbatical leave once it has been approved.

31A.12 In the event of personal hardship, or for sound academic reasons, a Faculty Member may request (in writing to the Dean) deferment of application for sabbatical leave or of an approved sabbatical leave for up to one (1) year. In such cases, it shall be the Faculty Member's responsibility to re-apply for sabbatical leave in the following academic year. This one (1) year deferment shall be counted as service towards the next sabbatical leave.

31A.13 The University of New Brunswick may defer a requested sabbatical leave for up to one (1) year in the event the Faculty Member's services are required by the University of New Brunswick during the period of time planned for the leave. Such deferment shall be counted as service towards an application for a subsequent leave, which if approved, shall not be deferred. The University of New Brunswick shall inform Faculty Members of such deferral not less than three (3) months prior to the approved commencement date of the leave. With the agreement of the Faculty Member, the University of New Brunswick may defer an approved sabbatical leave with notice of less than three (3) months prior to the approved commencement date. The University of New Brunswick shall compensate Faculty Members for all bona fide expenses incurred by the Faculty Members in connection with the leave deferred at the request of the University of New Brunswick.

31A.14 All Faculty Members on sabbatical leave shall receive full benefits according to the provisions of Article 35.

31A.15 Faculty members on sabbatical leave shall receive all increases in their nominal salary and benefits on the same basis as other Faculty Members who are not on sabbatical leave.

31A.16 A Faculty Member returning from sabbatical leave shall submit to the Dean, within three (3) months of his/her return, a written report on the results of his/her research and scholarly work and action taken to improve academically and professionally during the sabbatical leave period. Such report shall be placed in the Faculty Member's Official File.

31A.17 Faculty members are encouraged to apply for external fellowships for their sabbatical leave. If such external fellowships are awarded, a reduction in the University of New Brunswick support shall not be made. Any other employment income received by the Faculty Member may be added to the sabbatical salary (including sabbatical research or travel grants) received from the University of New Brunswick, provided the total does not exceed the sum of the nominal salary and additional bona fide expenses arising from the sabbatical leave. If the total employment income exceeds this sum, it shall be reported by the Faculty Member to the appropriate Vice-President and the sabbatical salary paid by the University of New Brunswick shall be reduced accordingly.

31A.18 When special circumstances (such as orderly departmental workload planning or other sound academic reasons) warrant it, sabbatical leave may be granted by the University of New Brunswick up to one (1) year in advance of a Faculty Member's completion of the required years of service. In such cases, the period of advancement will be added to the required years of service for the Faculty Member's eligibility for his/her subsequent sabbatical leave.

Article 31B SABBATICAL LEAVES FOR INSTRUCTORS, LIBRARIANS AND ARCHIVISTS

31B.01 In recognition of the fact that Instructors, Librarians and Archivists are required to continue to develop as scholars and professionals throughout their careers, a system of sabbatical leaves shall be maintained. Tenured Instructors, Librarians and Archivists shall be eligible for sabbatical leave in accordance with the provisions of this Article. Such leaves are intended to be used by tenured Instructors, Librarians and Archivists for academic and professional renewal and enhancement through study, scholarship, writing or other activities, leading to increase of their knowledge, furtherance of their scholarship, and other enhancement of their ability to contribute to the University on their return.

31B.02 Tenured Instructors, Librarians and Archivists shall be eligible, upon application to the University of New Brunswick, for consideration for sabbatical leave as follows:

(a) after six (6) years of full-time service at the University of New Brunswick, one (1) year's leave at 85 percent of regular salary, or

(b) after six (6) years of full-time service at the University of New Brunswick, six (6) months' leave at 100 percent of regular salary, or after three (3) years of full-time service at the University of New Brunswick, six (6) months' salary at 85 percent of regular salary, or

(c) after three (3) years of full-time service at the University of New Brunswick, six (6) months' salary at 85 percent of regular salary.

(d) For the purpose of counting credit toward sabbatical:

When a probationary appointment or a return to full-time service following a sabbatical leave commences during the first six (6) months of an academic year, the period of such full-time service shall be considered to have commenced on July 1 of that academic year.

When a probationary appointment commences during the last six (6) months of an academic year, the period of such full-time service shall be considered to have commenced on July 1 of the following academic year.

When a return to full-time service following a sabbatical leave commences during the last six (6) months of an academic year, the period of such full-time service shall be considered to have commenced on January 1 of that academic year.

(e) Subject to Articles 31B.10 to 31B.14 inclusive, normally an Instructor Librarian or Archivist will take sabbatical leave either in the seventh academic year in the case of (a) and (b) above or in the fourth academic year in the case of (c) above, following the start of each full-time service eligibility period. Deferral or advancement of normal sabbatical leave shall operate, as appropriate, to decrease or increase the service period specified in (a) to (c) above, in accordance with (d).

(f) An Instructor who has completed a minimum of three (3) consecutive current years of administrative service as Chair of an Academic Department, or a Librarian or Archivist who has completed a minimum of three (3) consecutive current years of administrative service as head of a department shall be entitled to a supplementary sabbatical salary for sabbatical leaves taken pursuant to (a) or (c) above following the signing of this Agreement. The supplementary sabbatical salary shall be calculated at 3 percent of regular salary per year of such administrative service, to a maximum of 15 percent. It is the understanding of the Parties that the maximum of 15 percent will be applied to any one (1) sabbatical leave but credit for unused years of administrative service may be carried forward to a subsequent sabbatical leave.

31B.03 Sabbatical leave may be granted subject to:

(a) satisfactory arrangements to carry on the work of the Academic Department (or Faculty where no Academic Department exists), or Library concerned;

(b) the quality and relevance of the sabbatical proposal to the individual's responsibilities to the University of New Brunswick and the probability of successful implementation.

31B.04 Instructors, Librarians and Archivists on sabbatical leave are expected to make effective use of such leave. These Employees are expected to return to their normal duties on completion of the leave; on application made to the President of the University, this requirement may be waived in the case of hardship or when substantial professional advancement would be denied.

31B.05 Normally sabbatical leave shall be taken without interruption starting on July 1 or January 1, or as otherwise approved by the University of New Brunswick.

31B.06 Applications for sabbatical leave shall be directed to the Dean no later than February 1 for sabbatical leaves commencing in January of the subsequent academic year and no later than October 1 for sabbatical leaves commencing July 1 of the subsequent academic year. Applications received with less notice may be

considered in exceptional circumstances. Applicants for sabbatical leave shall be evaluated by the Assessment Committees as set out in Article 25.

31B.07 Applications for sabbatical leave shall be supported by a description of the work planned by the Instructor, Librarian or Archivist for his/her leave, including the activities to be undertaken, the location or locations where the activities will be carried out, any fellowship or travel grants applied for or received and such other reasonable information as the University of New Brunswick may require. (Such other reasonable information may include, where applicable, letters of acceptance from any institutions or organizations in which study is to be undertaken or written confirmation that any facilities essential for the successful completion of the planned work will be made available to the Instructor, Librarian or Archivist by the institutions or organizations in which the work is to be undertaken.)

31B.08 The University of New Brunswick shall inform the Instructors, Librarians and Archivists concerned of its decisions with respect to applications for sabbatical leave at least six (6) months prior to the date of commencement of the leave or such shorter period as the normal application time was not met by the Employee.

31B.09 Upon notification of sabbatical leave approval, an Instructor, a Librarian or an Archivist may apply to the University of New Brunswick for a portion of the sabbatical leave salary, if any, to be awarded as a research grant and/or removal expenses allowance. The University of New Brunswick shall report such grants in accordance with the income tax laws and regulations.

31B.10 An Instructor, a Librarian or an Archivist who wishes to withdraw a sabbatical leave application shall so indicate in writing to the Dean, no later than three (3) months prior to the proposed commencement date for the leave. In such cases, it shall be the Instructor, Librarian's or Archivist's responsibility to re-apply for sabbatical leave in a subsequent academic year.

31B.11 Subject to Article 31B.12 and 31B.13, it is expected that an Instructor, Librarian or Archivist will take a sabbatical leave once it has been approved.

31B.12 In the event of personal hardship, or for sound academic reasons, an Instructor, a Librarian or an Archivist may request (in writing to the Dean) deferment of application for sabbatical leave or of an approved sabbatical leave for up to one (1) year. In such cases, it shall be the Instructor's, Librarian's or Archivist's responsibility to re-apply for sabbatical leave in the following academic year. This one (1) year deferent shall be counted as service towards the next sabbatical leave.

31B.13 In the event the services of the Instructor, the Librarian or the Archivist are required by the University of New Brunswick during the period of time planned for the leave, the University of New Brunswick may request that such leave be deferred. Such deferment shall be counted as service towards an application for a subsequent leave, which if approved shall not be deferred. The University of New Brunswick shall inform the Instructors, Librarians and Archivists of such deferral not less than three (3) months prior to the approved commencement date of the leave. With the agreement of the Instructor, Librarian or Archivist, the University of New Brunswick may defer an approved sabbatical leave with notice of less than three (3) months prior to the approved commencement date. The University of New Brunswick shall compensate the Instructor, Librarian or Archivist for all bona fide expenses incurred by them in connection with the leave deferred at the request of the University of New Brunswick.

31B.14 All Instructors, Librarians and Archivists on sabbatical leave shall receive full benefits according to the provisions of Article 35.

31B.15 Instructors, Librarians or Archivists on sabbatical leave shall receive all increases in their nominal salary and benefits on the same basis as Instructors, Librarians and Archivists who are not on sabbatical leave.

31B.16 An Instructor, Librarian or Archivist returning from a sabbatical leave shall submit to the Dean, within three (3) months of his/her return, a written report on the results of his/her scholarly work and action taken to improve academically and professionally during the sabbatical leave period. Such report shall be placed in the Official File of the Instructor, Librarian or Archivist concerned.

31B.17 Instructors, Librarians or Archivists are encouraged to apply for external fellowships for their sabbatical leave. If such external fellowships are awarded, a reduction in the University of New Brunswick support shall not be made. Any other employment income received by the Instructor, Librarian or Archivist may be added to the sabbatical salary (including sabbatical research or travel grants) received from the University of New Brunswick, provided the total does not exceed the sum of the nominal salary and additional bona fide expenses arising from the sabbatical leave. If the total employment income exceeds this sum, it shall be reported by the Instructor, Librarian or Archivist to the appropriate Vice-President and the sabbatical salary paid by the University of New Brunswick shall be reduced accordingly.

31B.18 When special circumstances (such as orderly departmental workload planning or other sound academic reasons) warrant it, sabbatical leave may be granted by the University of New Brunswick up to one (1) year in advance of an Instructor, Librarian or Archivist's completion of the required years of service. In such cases, the period of advancement will be added to the required years of service for the Instructor, Librarian or Archivist's eligibility for his/her subsequent sabbatical leave.

Article 31C SABBATICAL LEAVES FOR NURSE CLINICIANS

31C.01 In recognition of the fact that Nurse Clinicians are required to continue to develop as clinical nursing scholars and professionals throughout their careers, a system of sabbatical leaves shall be maintained. Tenured Nurse Clinicians shall be eligible for sabbatical leave in accordance with the provisions of this Article. Such leaves are intended to be used by Nurse Clinicians for academic and professional renewal and enhancement as related to their clinical nursing instruction through study, scholarship, writing or other activities, leading to increase of their knowledge, furtherance of their scholarship, and other enhancement of their ability to contribute to the University on their return.

31C.02 Tenured Nurse Clinicians shall be eligible, upon application to the University of New Brunswick, for consideration for sabbatical leave as follows:

(a) after six (6) years of full-time service at the University of New Brunswick, one (1) year's leave at 85 percent of regular salary, or

(b) after six (6) years of full-time service at the University of New Brunswick, six (6) months' leave at 100 percent of regular salary, or after three (3) years of full-time service at the University of New Brunswick, six (6) months' salary at 85 percent of regular salary, or

(c) after three (3) years of full-time service at the University of New Brunswick, six (6) months' salary at 85 percent of regular salary.

(d) For the purpose of counting credit toward sabbatical:

When a probationary appointment or a return to full-time service following a sabbatical leave commences during the first six (6) months of an academic year, the period of such full-time service shall be considered to have commenced on July 1 of that academic year.

When a probationary appointment commences during the last six (6) months of an academic year, the period of such full-time service shall be considered to have commenced on July 1 of the following academic year.

When a return to full-time service following a sabbatical leave commences during the last six (6) months of an academic year, the period of such full-time service shall be considered to have commenced on January 1 of that academic year.

(e) Subject to Articles 31C.10 to 31C.14 inclusive, normally a Nurse Clinician will take sabbatical leave either in the seventh academic year in the case of (a) and (b) above or in the fourth academic year in the case of (c) above, following the start of each full-time service eligibility period. Deferral or advancement of normal sabbatical leave shall operate, as appropriate, to decrease or increase the service period specified in (a) to (c) above, in accordance with (d).

31C.03 Sabbatical leave may be granted subject to:

(a) satisfactory arrangements to carry on the clinical instruction work of the program;

(b) the quality and relevance of the sabbatical proposal to the Nurse Clinician's responsibilities and the extent to which the proposal conforms to the purposes of sabbatical leave as set out in Article 31C.01, and the probability of successful implementation.

31C.04 Nurse Clinicians on sabbatical leave are expected to make effective use of such leave. These Employees are expected to return to their normal duties on completion of the leave; on application made to the President of the University, this requirement may be waived in the case of hardship or when substantial professional advancement would be denied.

31C.05 Normally, sabbatical leave shall be taken without interruption starting on July 1 or January 1, or as otherwise approved by the University of New Brunswick.

31C.06 Applications for sabbatical leave shall be directed to the Dean no later than February 1 for sabbatical leaves commencing January 1 of the subsequent academic year and no later than October 1 for sabbatical leaves commencing July 1 of the subsequent academic year. Applications received with less notice may be considered in exceptional circumstances. Applicants for sabbatical leave shall be evaluated by the Assessment Committees as set out in Article 25.

31C.07 Applications for sabbatical leave shall be supported by a description of the work planned by the Nurse Clinician for his/her leave, including the activities to be undertaken, the location or locations where the activities will be carried out, any fellowship or travel grants applied for or received and such other reasonable information as the University of New Brunswick may require. (Such other reasonable information may include, where applicable, written confirmation that any facilities essential for the successful completion of the planned work will be made available to the Nurse Clinician by the institutions or organizations in which the work is to be undertaken.)

31C.08 The University of New Brunswick shall inform the Nurse Clinicians of its decisions with respect to applications for sabbatical leave at least six (6) months prior to the date of commencement of the leave, or such shorter period as the normal application time was not met by the Nurse Clinician.

31C.09 Upon notification of sabbatical leave approval, a Nurse Clinician may apply to the University of New Brunswick for a portion of the sabbatical leave salary, if any, to be awarded as a research grant and/or removal expenses allowance. The University of New Brunswick shall report such grants in accordance with the income tax laws and regulations.

31C.10 A Nurse Clinician who wishes to withdraw a sabbatical leave application shall so indicate in writing to the Dean, no later than three (3) months prior to the proposed commencement date for the leave. In such cases, it shall be the Nurse Clinician's responsibility to re-apply for sabbatical leave in a subsequent academic year.

31C.11 Subject to Article 31C.12 and 31C.13, it is expected that a Nurse Clinician will take a sabbatical leave once it has been approved.

31C.12 In the event of personal hardship, or for sound academic reasons, a Nurse Clinician may request (in writing to the Dean) deferment of application for sabbatical leave or of an approved sabbatical leave for up to one (1) year. In such cases, it shall be the Nurse Clinician's responsibility to re-apply for sabbatical leave in the following academic year. This one (1) year deferment shall be counted as service towards the next sabbatical leave.

31C.13 In the event the services of the Nurse Clinician are required by the University of New Brunswick during the period of time planned for the leave, the University of New Brunswick may request that such leave be deferred. The University of New Brunswick shall inform the Nurse Clinicians of such deferral not less than three (3) months prior to the approved commencement date of the leave. With the agreement of the Nurse Clinician, the University of New Brunswick may defer an approved sabbatical leave with notice of less than three (3) months prior to the approved commencement date. The University of New Brunswick shall compensate the Nurse Clinician for all bona fide expenses incurred by them in connection with the leave deferred at the request of the University of New Brunswick.

31C.14 All Nurse Clinicians on sabbatical leave shall receive full benefits according to the provisions of Article 35.

31C.15 Nurse Clinicians on sabbatical leave shall receive all increases in their nominal salary and benefits on the same basis as Nurse Clinicians who are not on sabbatical leave.

31C.16 A Nurse Clinician returning from a sabbatical leave shall submit to the Dean, within three (3) months of his/her return, a written report on the results of his/her scholarly work and action taken to improve academically and professionally during the sabbatical leave period. Such report shall be placed in the Official File of the Nurse Clinician concerned.

31C.17 Nurse Clinicians are encouraged to apply for external fellowships for their sabbatical leave. If such external fellowships are awarded, a reduction in the University of New Brunswick support shall not be made. Any other employment income received by the Nurse Clinician may be added to the sabbatical salary (including sabbatical research or travel grants) received from the University of New Brunswick provided the total does not exceed the sum of the nominal salary and additional bona fide

expenses arising from the sabbatical leave. If the total employment income exceeds this sum, it shall be reported by the Nurse Clinician to the appropriate Vice-President and the sabbatical salary paid by the University of New Brunswick shall be reduced accordingly.

31C.18 When special circumstances (such as orderly departmental workload planning or other sound academic reasons) warrant it, sabbatical leave may be granted by the University of New Brunswick up to one (1) year in advance of a Nurse Clinician's completion of the required years of service. In such cases, the period of advancement will be added to the required years of service for the Nurse Clinician's eligibility for his/her subsequent sabbatical leave.

Article 32A COURT LEAVE

32A.01 Leave of absence with full pay and benefits shall be granted to any Employee who is required to serve on a jury or to attend as a witness in a court of justice or before any legal or statutory body in Canada with power to compel the attendance of witnesses before it.

32A.02 The Employee shall notify the Dean in advance of any required absence on court leave. The Dean shall arrange, with cooperation of the Employee, to avoid undue interruption of the Employee's responsibilities to students during the period of absence.

Article 32B PUBLIC OFFICE LEAVE

32B.01 Employees are free to seek elected office at the municipal, provincial or federal levels of government. Any Employee who is a candidate for, or is elected to such office shall be entitled to Public Office Leave as set out in this Article.

32B.02 Upon written request by the Employee to the Dean, the University of New Brunswick will grant a leave of absence with full pay, providing the Employee has successfully obtained a nomination as candidate, to campaign for elected office as follows:

- 22 days leave with pay to campaign for election to the Parliament of Canada;

- 22 days leave with pay to campaign for election to the Legislature of New Brunswick.

The application to the Dean shall include suggested arrangements to provide for the discharge of the Employee's duties and responsibilities while on leave.

32B.03 Leave with pay as set out in Article 32B.02, is available only for the first time an Employee is a candidate for each office. Such leave with pay shall not be available to an Employee who is on leave without pay.

32B.04 Upon election to the Parliament of Canada, the Employee shall be granted a full-time leave of absence without pay, subject to the limitations of Article 32B.06.

32B.05 Upon election to the Legislature of New Brunswick, the Employee will be granted leave of absence without pay for the period of time that the Legislature is in session. If the Employee accepts an office as a Minister of the Crown, full-time leave of absence without pay will be granted by the University of New Brunswick.

32B.06 Arrangements involving public office leave of absence without pay will normally hold for two (2) terms of public office or ten (10) years, whichever is longer. If the Employee continues to serve after the two (2) terms or after the ten (10) year period, the Employee may be required to resign his/her University of New Brunswick position.

32B.07 Subject to Article 32B.06, Employees on public office leave of absence without pay are entitled to return to their University of New Brunswick positions, without reduction in rank or salary; that is, their salary upon return shall consist of the total of their salary on leaving and all standard economic adjustments to which they would have been entitled if the time served in public office had been served in the bargaining unit.

32B.08 An employee elected to municipal office shall not be required to take leave of absence without pay providing the Employee can meet satisfactorily his responsibilities to the University of New Brunswick while holding elected municipal office.

32B.09 An Employee appointed to the Canadian Senate, or to a Royal Commission shall be granted leave without pay for a maximum of ten (10) years and such leave shall be subject to the terms of this Article.

Article 32C SPECIAL LEAVE

32C.01 Special Leave may be with or without pay and includes all leaves of a type not specified in other Articles of this Collective Agreement.

32C.02 Special Leave, with or without pay may be granted by the University of New Brunswick to an Employee at any time for any period of time. For Special Leave of less than five (5) days, application shall be made to the Chair or in Faculties without Departments, to the Dean. For special leave of five (5) days or more, application shall be made to the Dean.

32C.03 Applications for leaves without pay for a period of six (6) months or more shall be made in writing to the Dean or **Dean** of Libraries (Fredericton) and shall require the approval of the Vice-President (Academic) or the Vice-President (Saint John) and the President and the Board of Governors. Applicants for leaves without pay of six (6) months or more shall be evaluated by the Assessment Committees as set out in Article 25.

32C.04 Applications for leave without pay for six (6) months or more shall be directed to the Dean or **Dean** of Libraries (Fredericton) no later than nine (9) months before the date of commencement of the desired leave. Applications received with less notice may be considered in exceptional circumstances.

32C.05 Normally, a leave without pay for six (6) months or more shall be taken without interruption starting on July 1 or January 1, or as otherwise approved by the University of New Brunswick.

32C.06 The University of New Brunswick shall inform Employees of its decision with respect to applications for a leave without pay for six (6) months or more, at least six (6) months prior to the date of commencement of the leave, or such shorter period as necessitated by the approval of a late application under 32C.04. An Employee who wishes to withdraw an approved leave without pay for six (6) months or more shall so indicate in writing to the Dean, normally no later than three (3) months prior to

the proposed commencement date for the leave. The University may deny the request if a contract has been offered for a replacement.

32C.07 Leave without pay shall not exceed two (2) consecutive years.

32C.08 An Employee granted a leave without pay shall continue to be a Member of the Bargaining Unit, and shall be entitled, at his/her option to maintain his/her membership in the University benefit plans. The benefit premiums are to be paid by the Employee.

32C.09 An Employee on leave without pay shall not normally accumulate credit toward tenure, promotion, or sabbatical. The nominal salary of such Employees shall be increased by any amount implemented by the University in accordance with the Collective Agreement, except the PTR adjustment if the leave is for non academic purposes and is for a period of more than six (6) months.

Article 32D INCOME PROTECTION – SHORT TERM SICK LEAVE

32D.01 Unless disabled and receiving benefits from the Long Term Disability Plan, an Employee shall be entitled to sufficient sick leave to provide full pay and benefits for the duration of an absence due to medically verifiable illness or injury, subject to the provisions of this Article. The maximum period for full pay and benefits shall be six (6) months (130 days) after which the Long Term Disability Plan benefits may begin.

32D.02 The Employee shall inform the Dean as soon as possible of his/her illness in order that adequate alternative arrangements can be made to fulfill the Employee's duties.

The Employee shall also endeavour to keep the Dean informed of the latest medical opinion as to the likely duration of his/her illness.

32D.03 The Employee shall provide medical evidence verifying the illness upon request by the Dean.

32D.04 In cases of extended or frequent uses of sick leave, the University of New Brunswick may require a second medical opinion as to the Employee's condition in addition to the medical evidence provided by the Employee.

Article 32E MATERNITY LEAVE

32E.01 Upon request by a pregnant female Employee, the University shall grant maternity leave consistent in timing and duration with the Employment Standards Act of New Brunswick.

32E.02 The Employee will advise the 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.

32E.03 For Employees on probationary, tenure track, tenured appointments, or for Employees in the second or subsequent years of a consecutive term appointment, the Employee’s salary will be maintained at 95 percent of her regular weekly earnings for the period of her leave. The Employer will provide a supplementary employment benefit (SEB) which will make up the difference between the Employment Insurance (EI) benefits received and 95 percent of the Employee’s nominal salary. The Employee is required to apply for the EI maternity leave benefit and must be eligible for the benefit for this plan to apply. Contributions to the benefit

plans shall continue on the part of the Employee and the University on the basis of 100 percent of the salary. Upon return to active employment following maternity leave, an Employee may elect to have the period of maternity leave recognized as pensionable service. Upon such election, the Employee and the University shall pay the required contributions based on the Employee's pensionable salary for the period of the maternity leave plus Credited Interest thereon.

In any week, the total amount of benefits and earnings received by the Employee will not exceed 95 percent of the Employee's normal weekly earnings.

The Employee will be asked to submit her benefit stub to verify her receipt of EI benefits and other earnings.

An Employee on maternity leave will normally accumulate credit toward sabbatical leave, tenure and/or promotion. An Employee may request deferral of assessment for tenure and/or promotion in accordance with Articles 23A, 23B, 23C and 24A, 24B, 24C.

32E.04 No employee shall be eligible for supplementary employment benefits during the first academic year in which a term appointment is held. Any Employee holding a subsequent consecutive term appointment shall be eligible for supplementary employment benefits.

Article 32F PARENTAL LEAVE

32F.01 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. Subject to the Act, such leave may be taken wholly by one (1), or shared by two (2), employed parent(s). Where an Employee takes parental leave in addition to maternity leave pursuant to Article 32E, the Employee must commence the parental leave immediately on the expiry of maternity leave, unless the University and the Employee agree otherwise.

32F.02 The Employee will advise the Dean in writing of the expected date of delivery/adoption and of his/her intention to take parental leave including the anticipated commencement date and duration of such leave as early as possible.

32F.03 For Employees on probationary, tenure track, tenured appointments or for Employees in the second or subsequent years of a consecutive term appointment, the Employee's salary will be maintained at 95 percent of regular weekly earnings for the period of the leave. The Employer will provide a supplementary employment benefit (SEB) which will make up the difference between the Employment Insurance (EI) benefits received and 95 percent of the Employee's nominal salary. The Employee is required to apply for the EI parental leave benefit and must be eligible for the benefit for this plan to apply. Contributions to benefit plans shall continue on the part of the Employee and the University on the basis of 100 percent of the salary. Upon return to active employment following parental leave, an Employee may elect to have the period of parental leave recognized as pensionable service. Upon such election, the Employee and the University shall pay the required contributions based on the Employee's pensionable salary for the period of the parental leave plus Credited Interest thereon.

In any week, the total amount of benefits and earnings received by the Employee will not exceed 95 percent of the Employee's normal weekly earnings.

The Employee will be asked to submit her/his benefit stub to verify receipt of EI benefits and other earnings.

An Employee on parental leave will normally accumulate credit toward sabbatical leave, tenure and/or promotion. An Employee may request deferral of assessment for tenure and/or promotion in accordance with Articles 23A, 23B, 23C and 24A, 24B, 24C.

32F.04 No employee shall be eligible for supplementary employment benefits during the first academic year in which a term appointment is held. Any Employee holding a subsequent consecutive term appointment shall be eligible for supplementary employment benefits.

32F.05 For an Employee who takes both maternity and parental leave, the combined maximum shall be consistent in duration with the Employment Standards Act of New Brunswick.

Article 32G RETURN TO NORMAL DUTIES

Employees are expected to return to normal duties on completion of a maternity/parental leave for which they receive a SEB benefit. On application to the President, this requirement may be deferred or waived in the case of hardship or when substantial professional advancement would be denied.

Article 32H BEREAVEMENT LEAVE

32H.01 In the event of a death in an Employee's immediate family, the Employee shall be entitled to five (5) consecutive working days with full pay and benefits as a Bereavement Leave. "Immediate family" is defined as the Employee's spouse, common-law spouse, son, daughter, brother, sister, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather or grandchild. For purposes of this article, common-law refers to a partner who has been living with the Employee in a spousal relationship for at least the previous 12 consecutive months. Upon application, the University will consider granting reasonable travel time in addition to the leave granted under this Article.

32H.02 In the event of a death of an Employee's brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or spouse's grandparent, the Employee shall be entitled to a maximum of one (1) working day with full pay and benefits as a Bereavement Leave. The same consideration shall be given for other relatives living in the household of the Employee. Upon application, the University will consider granting reasonable travel time in addition to the leave granted under this Article.

32H.03 Such leave does not limit the application of any other leave provided in Article 32.

Article 33 RETRAINING LEAVE

33.01 The University of New Brunswick may offer an Employee leave of absence for retraining purposes. The duration of the leave and the percentage of salary paid, if any, shall be determined by the University of New Brunswick. Details of a retraining

program and of the Employee's position upon his/her return shall be agreed upon in advance by the Employee and the University of New Brunswick.

33.02 The University of New Brunswick will consider full or partial payment of tuition, travel, and other related expenses incurred by the Employee during the retraining leave.

33.03 When retraining leave is offered by the University of New Brunswick as a result of application of the provisions of Article 28 or 29, the salary paid under the terms of Article 33.01 shall be not less than 75 percent of the Employee's normal salary for the duration of the leave up to one (1) year. The University of New Brunswick shall pay tuition, travel, and any other related expenses set out in Article 33.02 to a maximum of 25 percent of the Employee's salary. Salary and expenses to be paid during any subsequent period of retraining leave shall be determined by the University of New Brunswick.

Article 34 VACATION AND HOLIDAYS

34.01 Each Employee is entitled to paid vacation at the rate of twenty-two days per year. Following ten (10) years continuous service the vacation entitlement shall increase to twenty-seven days per year. There shall be no remuneration in excess of the annual salary in the event the Employee chooses to work through all or part of his or her vacation period. Vacation may be taken in one (1) or more parts. Vacation credits shall not accumulate during periods of leave without pay.

34.02 The time period between the end of one (1) regular academic year and the commencement of the next regular academic year is the period of time in which vacation entitlement will normally be taken. Vacation credits may be used during the regular academic year only if such vacation would, in the judgment of the Dean, not unreasonably interfere with the responsibilities of the Employee.

34.03 Employees shall arrange their vacation period(s) in consultation with their Chair in departmental faculties or Dean in non-departmentalized faculties, in accordance with the responsibilities of the Employee and with due regard to the continued effective functioning of the Academic Department, Faculty, Library Department or Library concerned. The Chair shall provide the Dean with a statement indicating when Employees plan to be on vacation. Employees shall advise the Chair of any variation in their plans, in writing, with a copy to the Dean.

34.04 It is expected that vacation will normally be taken during the year in which it is earned. However, an Employee may request the Dean to allow carry over of unused vacation credits into the next academic year but the cumulative total of vacation credits shall not normally exceed one and one half (1½) and never exceed two (2) times the annual vacation entitlement. Such request shall not be unreasonably denied.

34.05 Vacation entitlement shall not be redeemable for its monetary value except in the event of death, in which case the value of unused vacation credits, including any approved carry over from the previous year, will be paid. In the event of termination, the Dean shall schedule earned vacation time prior to the effective date of termination.

34.06 In addition to paid vacation, the following shall be paid holidays for Employees:

Good Friday	Remembrance Day (except if it
Easter Monday	falls on a Saturday or Sunday)
Victoria Day	Christmas Eve
Canada Day	Christmas Day
New Brunswick Day	Boxing Day
Labour Day	New Years' Eve
Thanksgiving Day	New Years' Day

and any other day duly proclaimed as a New Brunswick or Canadian holiday.

34.07 In the event that any of Christmas Eve, Christmas Day, Boxing Day, New Year's Eve or New Year's Day fall on a Saturday or Sunday, a week day shall be designated as the holiday. The particular day shall normally be the Friday preceding or the Monday following the holiday. The Association will be advised of the holiday schedule.

Article 35 FRINGE BENEFITS

35.01 The University agrees to continue the fringe benefits under the plans set out in Article 35.03 and the cost sharing arrangements (if any) of these plans, and the eligibility of Employees for participation in these plans, on the same basis as on June 30, 1991.

35.02 Employees who retire from University service (on the basis of age or disability) on their Normal Retirement Date under the terms of Articles 40.01(a), 40.01(d), or 40.01(h) after having been employed continuously for five (5) years or more, shall receive a Retirement Allowance equivalent to five (5) days' pay for each full year of continuous full-time service at the University of New Brunswick, but not to exceed the equivalent of 125 days' pay. Credits toward the Retirement Allowance shall not accumulate during periods of leave of absence without pay. No Retirement Allowance shall be granted to an Employee (a) who resigns, or (b) upon dismissal from University service in accordance with Article 42.

If retirement occurs at a time later than the Normal Retirement Date, the Retirement Allowance determined above shall be decreased by one-fifth (1/5) each year of the Employee’s entitlement until the Normal Retirement Date plus five (5) years, after which time the entitlement is zero.

If an Employee commits in writing to a specific retirement date on a July 1 or January 1 that will occur on or before the Employee’s Normal Retirement Date, the Employee will receive an amount equal to one-twentieth (1/20) of their retirement allowance for each six (6) months of retirement prior to the Employee’s Normal Retirement Date. The maximum benefit that an Employee can receive is three-tenths (3/10) of their retirement allowance. This amount is a component of the Retirement Allowance. The notice shall be irrevocable unless undue hardship arises during the notice period for the Employee and such notice must be given at least six (6) months prior to the effective date.

If an Employee who is eligible to receive the Retirement Allowance dies while employed by the University, such Employee's surviving spouse shall be granted the Retirement Allowance which the Employee would have received if he/she had retired as of the date of the occurrence of the Employee's death. In the event that there is no surviving spouse, or at the discretion of the surviving spouse, the Employee's estate shall be granted the aforementioned Retirement Allowance.

35.03 Details of the following fringe benefit plans are available from the Department of Human Resources and Organizational Development:

Group Dental Insurance Plan
Group Life Insurance Plan
Group Health Insurance Plan
Group Long term Disability Plan
Group Accident Insurance Plan

35.04 Changes of any kind in the coverage of any of the fringe benefit plans or eligibility of Employees for participation in those plans shall only be made with the explicit prior agreement of the Association.

35.05 The University of New Brunswick agrees to continue the Fringe Benefits Review Committee. The Association appoints two (2) representatives to this committee.

35.06 Employees who are laid-off under the provisions of Article 30 shall, in addition to any benefits continuation or conversion privileges which may apply to Employees who resign, be eligible for participation in the University's Group Health Insurance Plan and/or Group Life and Family Protection Insurance Plans at their sole expense, for the duration of the recall period or until they obtain full-time employment elsewhere, whichever is shorter. Such employment shall be reported, not later than 15 days after its commencement, to the University of New Brunswick.

Tuition Benefits

35.07 (a) The University of New Brunswick shall waive tuition fees for up to two (2) full UNB credit courses (twelve credit hours) each year (September 1 - August 31) for Employees.

(b) The University of New Brunswick shall reduce tuition fees by 50 percent for all UNB degree credit courses taken by the spouse or dependants of an Employee. This benefit shall be available to dependants up to and including the academic year in which his/her 26th birthday occurs. This benefit shall continue following the Employee's death or retirement.

(c) For programs with enhanced tuition fees such as cost recovery programs, the tuition fee waiver/reduction referred to in Articles 35.07(a) and (b) shall be based upon the regular tuition fee for an undergraduate degree program in that faculty.

Article 36A SALARY STRUCTURE

36A.01 An Employee's total remuneration shall consist of the Employee's salary and applicable stipends paid in accordance with Article 36B.

36A.02 There shall be salary floors for each rank and classification as set out in Article 36B. No Employee shall be paid a salary below the salary floor for that Employee's rank or classification. Any salary ceilings shall be as set out in Article 36B.

36A.03 The salaries of Employees as of June 30 shall be increased effective July 1 by any adjustments made in accordance with Articles 36A.04(a), 36A.04(b) and/or 36A.04(c).

36A.04 Adjustments to salaries shall consist of one (1) or more of the following components:

(a) Economic Adjustment (EA): All salaries, salary floors and any salary ceilings for each rank and classification shall be increased by the EA as set out in Article 36B.

(b) Progress Through the Ranks (PTR) Adjustment: PTR is the amount set out in Article 36B, by which salaries are further increased subject to the following conditions:

(i) PTR is applied after the Economic Adjustment has been made;

(ii) salaries at or above any ceiling are not increased by the PTR;

(iii) salaries may not be increased above any ceiling by application of the PTR increase;

(iv) PTR may only be withheld for just and sufficient cause as an appropriate penalty in a disciplinary action.

Written notification of such withholding shall be given prior to April 30 of the preceding academic year together with reasons and with a copy to the Association.

(c) Promotional Adjustment: An Employee's salary after promotion shall not be less than the floor of the new rank or classification. If after the Economic Adjustment and the Progress Through the Ranks adjustment, an Employee's salary falls below the floor of the new rank or classification, then a further adjustment shall be made to bring the Employee's salary up to the floor of the rank or classification. This adjustment shall be known as a promotional adjustment.

(d) Market Differential Adjustment: Market differential adjustments shall be administered by the Adjustment Committee under the provisions of this Collective Agreement.

(e) President's Discretionary Adjustment: There shall be an amount as set out in Article 36B for distribution as Presidential Discretionary Adjustments to Employees, or to persons accepting appointments to positions in the Bargaining Unit, by the President at his/her sole discretion.

Merit Awards:

36A.05 There shall be a Merit Award Fund of an amount set out in Article 36B.03. This sum shall be distributed to Employees on the basis of merit by the University of New Brunswick. Each award shall be paid as a lump sum and shall not become part of the recipient's salary. At the request of the recipient, an equivalent sum may be paid on a T4A basis as a research grant for personal professional development. The disposition of the awards shall be published in University Perspectives following their approval by the Board of Governors. There shall be no grievances arising from the disposition of the merit awards insofar as the disposition is not in conflict with this Collective Agreement. Prior to making their nominations for merit awards, the Deans shall ask for suggestions from the academic departments and the libraries for which they are responsible.

Salary on Initial Appointment:

36A.06 Where a person has been granted credit for previous experience on initial appointment then his/her initial salary shall be, except as provided for in Articles 36A.07 and 36A.09, the floor salary for his/her rank or classification, plus an amount equal to the value of comparable experience at the University of New Brunswick.

The University of New Brunswick shall provide the Association with an up to date table showing the value of experience for each rank and classification.

36A.07 An Employee's initial salary may only exceed the salary established according to Article 36A.06 by any amounts designated as a Market Differential Component and/or as a President's Discretionary Component when such an amount or amounts have been determined in accordance with the terms of this Collective Agreement.

36A.08 The offer of appointment letter shall state the amount of experience credited, the dollar amount specifically given for the experience subject to the provisions of 36A.09, the dollar amount specifically designated as a Market Differential Component (if any) and the dollar amount specifically designated as a President's Discretionary Component (if any). The Association shall be sent a copy of that offer of appointment letter within ten (10) days of acceptance of that offer by the candidate.

36A.09 Salary offers shall be in terms of the salary scales in effect at the time the offer is made. If the appointment begins in a period beyond the stated duration of this Collective Agreement, the offer shall state that the salary is subject to the Economic Adjustment (EA) and, if applicable, any Progress Through the Ranks (PTR) adjustment negotiated between the Association and the University of New Brunswick. In such cases, the offer may state a reasonable guaranteed minimum. The PTR adjustment is applicable in all cases except when no experience credit is being granted for the Academic Year prior to the Academic Year in which the appointment takes effect. The offer shall indicate whether the EA and PTR adjustments are both applicable or whether only the EA is applicable.

36A.10 Employees whose appointment is effective prior to April 1 shall receive a PTR adjustment on July 1 following. Employees whose appointment is effective April 1 or after shall not receive a PTR adjustment on July 1 following unless they have been granted credit for previous experience for the Academic Year in which they were appointed.

Adjustment Committee:

36A.11 There shall be established, within 20 days of the signing of this Collective Agreement, an Adjustment Committee, consisting of two (2) Employees appointed by the Association, two (2) full-time Employees of the University of New Brunswick appointed by the President of the University, and the Vice-President (Academic) or his/her designate acceptable to the Association who shall chair the Committee. Each Party shall, in addition, name one (1) alternate and the Vice-President (Saint John) shall be the alternate for the Vice-President (Academic), in order that the Committee shall have the ability to meet on short notice with a quorum consisting of a full complement of four (4) persons (i.e. two (2) persons representing each Party) and the Chair.

36A.12 Where a person to be offered a position in the Bargaining Unit is to be considered for a Market Differential Component, the President shall obtain a recommendation from the Adjustment Committee concerning the amount to be paid. In the event that the President deems a case to be urgent and so indicates to the Committee, the Committee shall consider the case and make its recommendations known to the President as soon as possible, and in no case shall the time period be longer than five (5) days from the date of receipt by the Committee. If the Committee cannot comply with this time period and an offer must be made, the President will consult with a representative of each Party on the Committee and may proceed with the offer of appointment. In this case, the Committee shall be advised of the details of the consultation and of the Market Differential Component that was offered.

36A.13 A Market Differential Component shall be recommended by the Adjustment Committee only when one is necessary to recruit persons who are in a market differential occupation. A market differential occupation is one in which a salary premium is necessary to recruit persons with well defined qualifications in the face of competition in the Canadian academic market taking into consideration salaries paid to individuals of comparable qualifications, experience and levels of accomplishment at other selected Canadian universities. Particular qualifications, including particular types of required experience and/or outstanding merit of an individual shall be within the realm of the President's Discretionary Fund.

36A.14 A Market Differential Adjustment may be recommended by the Adjustment Committee only when one is necessary to maintain staffing in a market differential occupation.

36A.15 When the Adjustment Committee has arrived at a tentative Market Differential Adjustment recommendation concerning an Employee, the Chair of the Committee shall so advise the Employee in writing together with reasons and shall invite said Employee in writing to submit further documentary evidence if he/she wishes within ten (10) days from the date of invitation. Any such submissions shall be considered by the Adjustment Committee before reaching its final recommendations. The Adjustment Committee shall convey its final recommendations to the President.

36A.16 The Adjustment Committee shall monitor all Market Differential Components and Adjustments identified in accordance with Article 36A.13 and Article 36A.14 and shall recommend appropriate changes to the President. These recommendations shall be made at least once every three (3) years. When a reduction in the Market Differential component or adjustment is determined then the Employee's salary shall be "red circled". Red circling shall mean that either no PTR adjustment, or only part thereof, shall be made until the required reduction has been achieved.

36A.17 The President shall implement the recommendations of the Committee concerning the Market Differential Component of Article 36A.13 and the Market Differential Adjustment of Article 36A.14, subject to the limit as specified in Article 36B.04. There shall be no grievances arising from the implementation of the recommendations of the committee insofar as the recommendations are not in conflict with this Collective Agreement.

36A.18 The Committee shall determine its own procedures which shall be just and reasonable. The criteria for Market Differential Components and Market Differential Adjustments shall be those of Articles 36A.13 and 36A.14 respectively.

36A.19 The Association shall be notified of the names of the recipients of all Market Differential Components and Adjustments, and President's Discretionary Adjustments and components, and the amount of each. Upon request the Association will be provided within a reasonable time with reasons for any adjustments made from the President's Discretionary Fund. Such notification shall be directed to the President of the Association, and any information contained therein which has the effect of revealing individual salaries shall be held in confidence by him/her.

Article 36B SALARY SCALES, SALARY ADJUSTMENTS, AND STIPENDS

36B.01 The stipend for teaching by Employees, where such teaching is not part of their individual teaching load in accordance with Article 19, shall be at the rate of **15** percent of the salary floor of the rank of Assistant Professor (as of May 1 of each year) for a three (3) hour per week full year degree credit course, or its equivalent.

36B.02 Administrative stipends shall be paid to Chairs at the rate of 0.61 percent of the current salary floor of the rank of Assistant Professor times the full-time Faculty Member establishment (rounded upward) of the department concerned on July 1 of the academic year concerned. Such stipends shall range from a minimum stipend of 4.0 percent to a maximum stipend of 14.0 percent of the current salary floor of the rank of Assistant Professor. Chairs shall also be entitled to a reduction in individual teaching load as set out in Article 19A.12 and to a supplementary sabbatical salary as set out in Article 31A.02(f).

Administrative Stipends shall be paid to the following positions at the rate of 4.0 percent of the current salary floor of the rank of Assistant Professor:

Head, Engineering Library
Head, Reference
Head, Law Library
Head, **Technical Services**
Head, Science & Forestry Library
Head, Bibliographic and Collection Services (UNBSJ)
Head, Access and Research Services (UNBSJ)
Head, Archives and Special Collections
Head, Centre for Digital Scholarship

Chairs of Departments or Heads in Libraries may apply to the University of New Brunswick for a portion of the stipend to be awarded as a research grant. The University of New Brunswick will report such grants in accordance with the income tax laws and regulations.

The Parties recognize the extra time and effort required in providing courses in locations other than the campus to which an Employee is appointed. In addition to the normal travel expenses the following shall be provided: A supplement of one-half (½) of the related teaching stipend will be provided to Faculty Members appointed to teach degree-credit courses at off campus locations using the normal format of one (1) trip per week of class session. For such courses which follow a different schedule but include some travel to off campus locations, the travel differential will be pro-rated per trip based on the maximum supplement of one-half (½) of the related teaching stipend.

A supplement of one-half (½) of the teaching stipend will be provided to Faculty Members who are appointed to teach degree-credit courses for the first time via teleconferencing or videoconferencing.

The equivalent of a teaching stipend will be paid to Faculty Members for the development of new courses to be offered through UNB Online, if the work is above his/her normal workload. For substantial revisions to such courses a partial stipend will be provided, pro-rated depending upon the extent of the revision required, if the work is above his/her normal workload.

36B.03 In each academic year, there shall be a Merit Award Fund of not more than 120 percent of the current salary floor of the rank of Assistant Professor to be awarded as merit awards in accordance with Article 36A.05.

36B.04 In each academic year, there shall be an amount of not more than 250 percent of the current salary floor of the rank of Assistant Professor to be administered as Market Differential Adjustments in accordance with Article 36A.

36B.05 In each academic year, there shall be an amount of not more than 120 percent of the current floor of the rank of Assistant Professor to be administered as President's Discretionary Adjustments in accordance with Article 36A.

36B.06 By mutual agreement of the Parties, the amounts specified in Articles 36B.04 and 36B.05 may be varied.

36B.07 Economic Adjustment (EA):

The two (2) Parties have negotiated collective agreements since 1982 that have contained salary and salary scale adjustments related to the Consumer Price Index (CPI). The Parties have also been tracking the results of these adjustments by comparing the average salaries at UNB (as reported to Statistics Canada) to a comparable group of Canadian Universities.

The Parties agree that it is desirable to maintain a competitive position on the national market in order to attract and retain quality faculty in the academic staffing of the University programs. The Canadian comprehensive national universities agreed to be comparable, and the means of keeping the group current are contained in the Comparable Group of Canadian Universities Memorandum of Understanding.

The following economic adjustments shall apply:

(a) on July 1, 2016 an increase of 0.9%
(b) on January 1, 2017 an increase of 0.9%
(c) on July 1, 2017 an increase of 0.9%
(d) on January 1, 2018 an increase of 0.9%
(e) on July 1, 2018 an increase of 0.9%
(f) on January 1, 2019 an increase of 0.9%
(g) on July 1, 2019 an increase of 0.9%
(h) on January 1, 2020 an increase of 0.9%

36B.08 The following Progress Through the Ranks (PTR) Adjustments shall apply: On January 1 of each year, beginning January 1, 1999, a PTR equal to (C-F)/60, where C represents the current salary ceiling of the rank of Professor and F represents the current salary floor of the rank of Assistant Professor and

On July 1 of each year, beginning July 1, 1999, a PTR equal to (C-F)/60, where C represents the current salary ceiling of the rank of Professor and F represents the current salary floor of the rank of Assistant Professor.

36B.09 Salary Floors and Ceilings:

	July 1, **2016**		
Instructor	**66,705**	-	**86,714**
Senior Instructor	**81,967**	-	**117,549**
Senior Teaching Associate	**99,001**	-	**138,906**
Lecturer	**74,434**	-	**90,971**
Assistant Professor	**82,151**	-	**117,549**
Associate Professor	**99,001**	-	**138,906**
Professor	**119,234**	-	**166,443**
Librarian I	**66,705**	-	**78,137**
Librarian II	**74,434**	-	**90,971**
Librarian III	**82,151**	-	**117,549**
Librarian IV	**99,001**	-	**138,906**

Archivist I	**66,705**	-	**78,137**
Archivist II	**74,434**	-	**90,971**
Archivist III	**82,151**	-	**117,549**
Archivist IV	**99,001**	-	**138,906**
Research Associate	**82,151**	-	**117,549**
Senior Research Associate	**99,001**	-	**138,906**
Nurse Clinician I	**66,705**	-	**78,137**
Nurse Clinician II	**74,434**	-	**90,971**
Nurse Clinician III	**82,151**	-	**117,549**
NSERC Research Fellow	**82,151**		**117,549**
NSERC Senior Research Fellow	**99,001**		**138,906**

Individuals currently employed in the Instructor stream converting to the Nurse Clinician stream who are above this ceiling shall be red circled.

Article 37 MOVING ALLOWANCE

37.01 Upon appointment or upon re-assignment from one (1) campus to the other, in accordance with the provisions of this Collective Agreement, Employees shall be eligible for reimbursement of bona fide relocation expenses normally up to 15 percent of the current salary floor of the Assistant Professor. This limit may be increased in exceptional cases, only if approved, in writing and in advance, by the Dean and the Vice-President (Academic) or Vice-President (Saint John). The offer of appointment or offer of re-assignment shall make specific reference to this Article and shall state its application, if any, relative to the specific appointment or re-assignment.

37.02 All bona fide relocation expenses may be claimed provided the approved limit is not exceeded, and provided the Employee submits a detailed statement and supporting receipts for approval by the Comptroller **(or designate)**. Within the limit, bona fide relocation expenses may include:

(a) The actual cost of transportation and accommodation when en route, for the Employee and his/her spouse and dependants allowable for income tax purposes. When travel by car is chosen, the car mileage and meal allowance shall be the same as and subject to the same conditions as those applicable to travel on University of New Brunswick business, provided the total does not exceed economy air fare as stated above.

(b) The actual cost of moving and/or storing of household goods and effects from the place of residence to Fredericton or Saint John must be supported by receipts. Transportation of a motor vehicle is not normally included, but may be charged provided the total cost of all relocation expenses charged to the University of New Brunswick does not exceed the approved limit.

(c) Living expenses incurred by the Employee and one (1) day at the original place of residence and for a reasonable period in Fredericton or Saint John may be claimed when supported by receipts provided the total cost of all relocation expenses charged to the University of New Brunswick does not exceed the approved limit.

37.03 An Employee who terminates his/her employment voluntarily, within two (2) years of the appointment, shall refund relocation expenses paid by the University of New Brunswick on a pro rata basis up to a maximum of one-half (½) of the paid expenses.

Article 38 INTELLECTUAL PROPERTY

Purpose

38.01 The purpose of this article is to encourage the creation of new knowledge and of scholarly and other creative works within the University of New Brunswick while maintaining high academic standards, to assist in the development and use of new forms of delivery for courses developed at the University of New Brunswick, to provide incentives to the academic staff to create such works and to participate in such programmes, to contribute to the public good by the useful application of creative knowledge to the social, economic and educational problems of society, to assist in the economic growth of New Brunswick and of Canada, to protect the interests of Employees and the University of New Brunswick, to protect the academic freedom of all those involved in the creative process, and to provide access to a grievance and arbitration procedure to settle disputes between Employees and the University of New Brunswick in this area.

Definitions

38.02 (a) For the purposes of this Collective Agreement, intellectual property means any product of research, scholarly or other creative activity, including curriculum development and instructional programming, which is the result of an Employee carrying out duties relevant to the creation and dissemination of knowledge as defined in Articles 16A, 16B and 16C as well as 17A and 17B, whether copyrightable or patentable. Intellectual property applies to all original scholarly, scientific, literary, dramatic, musical and artistic works and to recorded works. Such works include but are not limited to: scientific and engineering discoveries and inventions, industrial designs, architectural and engineering drawings, patents, trademarks, computer software and programmes, data bases, books, texts, articles, monographs, glossaries, bibliographies, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, choreographic works, cartographic materials, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs and other works of art.

(b) Technologically mediated instruction means any instructional activity, including but not restricted to lecturing, teaching, seminars, library and laboratory instruction, which is delivered in part or in total using any electronic media but does not include the incidental use of slides, videos or other electronic aids to teaching in courses otherwise primarily delivered by non electronic means. All courses delivered through UNB Online shall be considered technologically-mediated instruction.

(c) In technologically mediated instruction, course content means the subject matter of the course or seminar and courseware means the set of tools and technologies needed to present course content.

(d) Creator means an individual or group of individuals who makes, conceives, reduces to practice, invents, or otherwise makes a substantive intellectual contribution to the creation of intellectual property.

(e) Edit means copy editing, content editing, formatting for delivery through technological means, developing an instructional design, or any other activity which modifies the format in which information is presented but

does not substantially alter the intellectual content of the material, but not translations or the editing of critical scholarly texts.

(f) Normal University of New Brunswick resources means those resources, including but not limited to funds, facilities and support or technical personnel, which are usually and customarily provided to Employees in the course of their academic duties and include salary and benefits, office and laboratory space, library facilities and other information sources, ordinary access to computers, routine computer software and networks including normal email and Internet connections, routine use of workshops and other technical facilities and routine financial and administrative support functions. Funding specially targeted toward the development of intellectual property, such as the payment of a development stipend under Article 36B.02 and extensive use of technician time for the creation of intellectual property are examples of resources above normal University of New Brunswick resources. The parties agree that in the case of technologically mediated courses offered by the University of New Brunswick, the University has contributed more than normal University resources for the purposes of Article 38.04 c).

(g) Net proceeds mean the net profit, if any, incurred in protecting or exploiting the intellectual property derived from licensing, sale or other commercialization of the intellectual property after deduction of all reasonable expenses including any payments to subsidiary copyright holders not covered by this agreement, payments to graduate students, and other direct University of New Brunswick expenses incurred in the evaluation, protection or exploitation of the intellectual property, including expenses for patent searches, obtaining patent protection and maintaining said protection in Canada and in other countries. University expenses do not include any expense incurred by the University of New Brunswick in mounting a legal challenge to the creator(s)' ownership claim of the intellectual property. All costs not budgeted of a non trivial kind (at least $500) shall be disclosed by all parties to the agreement to the other parties within thirty days of the moment in time that a party becomes aware of such costs. Net proceeds includes cash, equity and other consideration which the University of New Brunswick or the Employee(s) may be reasonably entitled to receive, but have instead been directed to another party, including consideration directed by the Employee(s) to family members or corporations substantially controlled by the Employee(s) or a family member.

The payment of out of pocket expenses, travel expenses, speakers' honoraria and similar payments are not considered as income from commercial activity.

(h) Commercialization, as used in this Agreement, does not include curriculum development, instructional programming or delivery of courses through the University, regardless of the mode of delivery.

Ownership

38.03 (a) Except as otherwise specifically provided in this Article, the University of New Brunswick waives, disclaims and abandons any interest or claim to any intellectual property developed by Employee(s) through the use of normal University of New Brunswick resources or without the use of any University of New Brunswick resources other than the payment of salary and benefits, and therefore, agrees and undertakes to transfer to the

creator(s) and hereby transfers to the creator(s) any and all rights in the copyrights, patents, industrial designs or trademarks created by them.

When intellectual property has been developed by the Employee(s) with the use of University of New Brunswick resources over and above normal University resources as defined above, the Employee(s) retains ownership of the intellectual property, unless an agreement is negotiated with the University of New Brunswick to share or transfer ownership.

(a) The University of New Brunswick, in keeping with longstanding academic custom, recognizes the ownership by the Employee(s) of copyright in traditional works of authorship such as textbooks, scholarly monographs and articles, works of non-fiction and fiction or artistic works such as dramatic works and performances, musical compositions and performances, visual works of art, sculpture and poetry, whether such works are disseminated visually, in print, or electronically, and lectures and these copyrights shall not be subject to the provisions of this Agreement pertaining to notification to the University of New Brunswick, commercialization, and revenue sharing in any form.

(b) Consistent with Article 21 on outside professional activities, if an Employee who is undertaking outside professional activities creates intellectual property but does not make appreciable use of University of New Brunswick resources other than payment of salary and benefits and complies with other applicable University policies, including those on professional responsibilities (Article 16), workload (Article 19), and the use of the University of New Brunswick's name (21A.03), the University does not assert intellectual property rights in works resulting from such activities, and such intellectual property shall not be subject to the provisions of this Agreement pertaining to notification to the University, commercialization, and revenue sharing in any form.

(c) The name "The University of New Brunswick" or abbreviations thereof and the logos of the University of New Brunswick or its component parts are trademarks and service marks of the University and are owned by the University.

(d) No Employee shall claim intellectual property rights in any University of New Brunswick administrative documents or administrative correspondence that may be produced by him/her or may be in his/her possession, or in the translation thereof. Where an Employee(s) develops a computer programme for the internal administrative use of the University of New Brunswick, the University shall own the copyright unless there is a written agreement with the Employee(s) to the contrary. Where the University of New Brunswick owns the copyright, the University shall, at the written request of the Employee(s), grant the Employee(s) a license to use and to exploit the intellectual property without fee. An Employee(s) who is directly employed by the University of New Brunswick to edit a journal or magazine owned by the University, or to write a specific article for such a journal or magazine, shall not own any copyrights therein save and except for articles, reviews or literary pieces written by him/her.

f) (i) The University of New Brunswick shall take steps to prevent operators on the Internet from posting, without the written permission of the Employee(s), notes taken, or purported to have been taken, which are represented as giving some or all of the content of lectures given in courses offered by the University, and

shall give every reasonable assistance to the Employee(s) to prevent publication, recording or broadcasting of lectures not authorized by the Employee(s) concerned, other than for the accommodation of disabled students according to the policies of the University. Where the University of New Brunswick pursues such cases, Employee(s) will give every reasonable assistance to the University.

(ii) The University of New Brunswick shall give every reasonable assistance to an Employee(s) who is the creator(s) of a technologically mediated course to prevent unauthorized use of the course and its teaching materials. The Employee(s) shall give every reasonable assistance to the University in any attempt by the University to prevent the unauthorized use of such a course and its teaching materials.

Commercialization

38.04 (a) The Employee(s) who is the owner of intellectual property is solely responsible for the decision to commercialize or not to commercialize such intellectual property.

(b) Employees agree to disclose to the Vice-President (Academic) or the Vice-President (Saint John) the intention to patent or to commercialize intellectual property, other than property specified in 38.03 b) and c), within one (1) month prior to filing of the patent application or intellectual property sale and shall affirm in writing at that time whether or not the discovery has been made or developed with the use of University of New Brunswick resources over and above normal University resources.

(i) In making the disclosure, the Employee(s) shall also warrant to the University of New Brunswick that he/she is the owner of the resulting intellectual property and that he/she is the creator, and shall disclose the circumstances under which the work was created, a description of the use of the University of New Brunswick's resources if any, and any financial or other relationship with a third party that might affect the University's rights in the work (e.g. third party funding agreements). The University of New Brunswick may, within one (1) month of receipt of the statement of the Employee(s), challenge in writing the assertion of the Employee(s) in regard to the use of the University of New Brunswick's resources, in which case the matter shall be settled by arbitration by a single arbitrator as detailed in Article 41. Failure by the University to challenge the declaration of the Employee(s) within one (1) month shall constitute a waiver of any rights which the University of New Brunswick may have had in the intellectual property and its exploitation. If the Employee(s) fails to disclose the existence of a patent application or a process to commercialize intellectual property, other than property specified in Article 38.03 b) and c), it shall be understood that the University of New Brunswick maintains its rights under this Article until disclosure is made.

(ii) In situations where it is determined that intellectual property has been developed with normal University of New Brunswick resources, the University has a right to negotiate an agreement with the Employee(s) to own and/or manage the intellectual property.

(c) When the intellectual property, other than that specified in 38.03 b) and c), has been developed with the use of University of New Brunswick resources over and above normal University resources, 38.04 c) (i), (ii), and (iii) below apply.

(i) The Employee(s) recognizes that the request for resources from the University of New Brunswick over and above normal University resources may be considered as a decision to commercialize if the result is the development of intellectual property.

(ii) The Employee(s) shall enter into an intellectual property agreement with the University of New Brunswick specifying the share of net proceeds based on relative contribution which shall accrue to the University and the Employee(s) in the event that the intellectual property is commercialized. When the Employee informs the Vice-President (Academic) or the Vice-President (Saint John) in writing that he/she wishes to proceed with such an agreement, the University shall respond with a proposal within thirty days. In the absence of a proposal within this time period or of an agreement within a further thirty days, either party may refer the matter to a single arbitrator according to Article 41 of this Agreement within a further thirty days, and, in the absence of an agreement or a referral within the time limits, the fees, royalties or other income shall be shared so that the Employee (or his/her heirs, successors and assigns) receives 50 percent thereof and the University of New Brunswick 50 percent thereof. Access to arbitration shall only be available where the net proceeds in any one (1) year are more than 25 percent of the Assistant Professor floor.

(iii) In cases where fees or licenses for the use of third party material in the intellectual property are required, the Employee(s) shall provide the University of New Brunswick with a list of those intellectual property owners. The University shall be responsible for securing permission to use such properties but the Employee shall indemnify the University against any loss resulting from failure by the Employee to list the names of such subsidiary rights holders. The University shall prepare a standard form for use by the Employee in this context which shall include a clear statement in layman's language of the current state of Canadian copyright law in regard to fair use and educational exceptions as they might apply to technologically mediated courses.

(d) Where an Employee(s) has decided to commercialize intellectual property produced with University of New Brunswick resources over and above normal University resources, the Employee(s):

(i) shall grant to the University of New Brunswick a license to use the property, including the right to grant others the right to use the work;

(ii) shall either directly or through the agency of the Association establish with the University of New Brunswick a fee or royalty to be charged to third parties wishing to use the work; in default of such agreement within a time period of thirty days from the date of the request by the Employee(s), such fee or royalties shall be set by one (1) arbitrator who shall be named by the Association and by the University in accordance with Article 41;

(iii) if the license granted to the University of New Brunswick is not exclusive, shall not grant any other licenses at fees or royalties less than those paid by the University;

(iv) may waive any fee, royalty or other payment to the University of New Brunswick provided that such waiver shall be in writing and shall be limited to the occasion and the user or users specified in the said writing and a copy provided to the Association.

(e) Where the Employee(s) has granted a license to the University of New Brunswick or otherwise transferred intellectual property rights to the University, the University shall ensure that:

(i) the work is not distorted, mutilated or otherwise changed without the written consent of the creator(s);

(ii) the work is not put to any use that is not in keeping with the purposes for which it was produced;

(iii) the creator(s)' name(s) shall be associated with the work as author or inventor, if reasonable in the circumstances;

(iv) the work shall not be used in association with any commercial activity or any cause or institution without the permission of the creator(s);

(v) the provisions of f) below are fully respected, and the University of New Brunswick shall not enter into any agreement with a third party which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of an Employee(s) as set out in Article 38 of this Agreement, without the written consent of the Employee(s).

(f) An Employee(s), believing his/her work to be unsatisfactory for a proposed use due to dating, the development of new knowledge, the need to correct errors of fact or to maintain technological currency, or for other good reason, may require the work to be amended or may require that its use be withheld provided that the Employee(s) may not require such amendments or withholding within one (1) year of the delivery of the intellectual property to the University of New Brunswick. The University has the right to challenge the bona fides of the Employee(s)' decision. Any dispute as to the bona fides of the Employee's position shall be settled by a single arbitrator pursuant to Article 41.

(g) Severability

(i) Where more than one (1) right holder has an interest in an intellectual property, each right holder may exercise his/her rights with respect to his/her contribution, provided that it is severable;

(ii) A contribution is severable for this purpose if it could be erased without undermining the value of other contributions to the same intellectual property, or it could be replaced in the intellectual property by another contribution by someone else;

(iii) Where an intellectual property involves non severable contributions by more than one (1) rights holder, any reference to permission by

the rights holder shall be deemed to mean the unanimous permission of all such rights holders.

(h) The University of New Brunswick agrees that it shall not enter into any agreement to sub contract work or responsibilities already undertaken or possessed by the University and Employee(s) (Faculty, Librarians Archivists, and Instructors) without securing to the Employee(s) who may be seconded to or employed by the sub-contractor all the rights, privileges and benefits accorded to them in this Article of this Collective Agreement, nor shall the University enter into any agreement to create a consortia involving universities, government departments or agencies, private companies or non-profit bodies for the purposes of research or development or commercial exploitation without securing to the Employee(s) who may be seconded or employed by such bodies, all the rights, privileges and benefits accorded by this Article.

(i) The use of the University of New Brunswick's name, trademarks, service marks and logos may not be used in advertising, personal publicity or product promotion which purport to represent the University or to speak for it without the prior written approval of the Vice-President (Academic) or his/her designate, or Vice-President (Saint John) or his/her designate. Nevertheless, members of the bargaining unit may identify themselves, as per Article 21A.03, by stating the nature and place of their employment and their rank and title in their publications and when engaged in outside professional activities. The name of the University of New Brunswick shall not be used without mutual agreement in connection with intellectual property in which the University of New Brunswick has no interest.

Non-Commercial Use and Distribution

38.05 (a) The Employee(s) shall grant to the University of New Brunswick a non-exclusive, royalty free, irrevocable, indivisible, and non-transferable right to use, solely for its internal use, any patentable, patent pending or patented invention, device, equipment or process, industrial design, computer program, recorded work such as films, CD-ROMS or videos (except where the computer programmes or recorded materials encapsulate a course or part of a course given by the University of New Brunswick), including associated documentation used in the patenting process where applicable, when such device, equipment or process or industrial design or computer programme or recorded material such as films, CD-ROMS or videos, has been invented with the use of the University's funds, facilities, support or technical personnel, whether using normal or additional University resources. Such right shall not include the right to transfer, or to commercially exploit any product or process except as provided in this Agreement, and shall remain in force if the Employee(s) ceases to be in the employ of the University of New Brunswick. The University shall ensure that the moral rights of the Employee(s) are respected in any use made of the computer programmes or recorded materials.

(b) Employees agree to waive any claim for monetary compensation, other than direct out of pocket expenses, arising out of intellectual property claims in relation to teaching or lab manuals, technologically mediated courseware, course notes produced internally as part of their workload, provided that such materials are sold only within the University of New Brunswick at a price set to recover direct costs (i.e. paper, bindings, time of support staff, duplicating costs, distribution costs, and associated required taxes but not honoraria or other similar payments) or less. If the University sells at a price higher than direct costs or sells to the general public, then

the University shall pay to the Employee(s) who holds the intellectual property rights in such works a ten (10) percent fee on all such sales unless an alternative contract is signed by the Employee(s) and the University. The University of New Brunswick shall not authorize another university or subsection thereof or any other body or person to use such works without a prior written agreement with the Employee(s) who is/are the creator(s) which, inter alia, stipulates the royalties to be paid to the creator(s), and shall provide the Association with a copy of any such agreement within two (2) weeks of signing. The fee may be paid to the Departmental unit if such an agreement is made and signed with the relevant Employee(s).

c) (i) Employees have the right to use and to copy all intellectual property created by them, including recorded course content and courseware they develop or create, in the course of teaching or research at the University of New Brunswick. This includes the right to make changes to the work and the right to distribute such works, without payment of any copyright fees to the University or any third party licensed by the University, to its students, faculty and other University personnel for teaching, research, academic review and other non commercial University purposes.

(ii) With respect to course content and courseware in technologically mediated instruction, see Article 38.07.

Web Sites

38.06 (a) When an Employee(s) develops a web site, other than an official administrative web site, whether professional or personal on the University of New Brunswick server, the Employee(s) retains intellectual property rights in that web site and in any materials on that web site created by the Employee(s). The University may not alter or cause to be altered or erase or cause to be erased any material on the web site without the written agreement of the Employee(s) except that the University may require that materials be removed from the site if the contents violate the laws of Canada, constitute a threat to public health or safety, or violate any article of this Agreement provided that any disagreement between the University of New Brunswick and the Employee(s) over the interpretation or application of this Article may be referred by either party to a single Arbitrator as provided in Article 41. If the Employee(s) ceases to be in the employ of the University, the University may remove the Employee(s)' web site on the University server provided the University gives the Employee(s) thirty days' notice in writing of its intentions.

(b) If a web site is created and maintained by the Employee(s) on a server other than the University of New Brunswick server and without any direct costs to the University for its creation and maintenance other than payment of salary and benefits to the Employee, the Employee retains intellectual property rights in that web site and in any materials on that web site created by the Employee(s). He/she shall not represent the site as being sponsored or approved by the University of New Brunswick nor use the name of the University other than as permitted under Article 21A.03, and the University shall not interfere or attempt to interfere in any way with the material on the web site or impose any sanctions or attempt to impose any sanctions of its own on the Employee(s) arising from such material except to enforce 38.03 f), (i). Nothing in this Article shall be deemed to inhibit in any way the right of the University or any of its Employees to take legal action against an Employee(s) arising from material the Employee(s) has put on his or her web site.

Intellectual Property Rights Associated with Technologically-mediated Courses

38.07 (a) Where any credit or non-credit courses approved for instruction by the University of New Brunswick are delivered as technologically mediated courses, as described in Article 38.02 and elaborated on in Article 39, the University recognizes that the Employee(s) involved in the creation of such courses are the sole holders of the intellectual property rights in the course content created by them for such courses.

(b) Employee(s) are the sole holders of intellectual property rights in any courseware or teaching materials created by them for a technologically-mediated course, subject to the provisions in this Article in regard to teaching materials offered in any other course by the University of New Brunswick.

(c) When an Employee(s) has developed a technologically-mediated course for delivery through UNB Online, the Employee shall grant to the University a worldwide, non-exclusive, irrevocable, indivisible, and non-transferable license to use the intellectual property for internal use and programmes on UNB Online, including the right to revise the course when it is no longer being offered by the creator for such internal use and programmes. The period of the license shall be six (6) years, renewable by agreement of both parties. Ownership and/or licensing of the intellectual property of revisions to such courses will be the same as original development unless agreed to otherwise between the University and the creator(s).

(d) An Employee(s) or former Employee(s), believing his/her work in the course developed for delivery through UNB Online, including any revisions, to be unsatisfactory for a proposed use due to dating, the development of new knowledge, the need to correct errors of fact or to maintain technological currency, or for other good reason, may require the work to be amended or may require that its use be withheld provided that the Employee(s) or former Employee(s) may not require such amendments or withholding within three (3) years of the first delivery of the course through UNB Online or more than one (1) occasion during each six (6) year period of the renewable license above. The University has the right to challenge the bona fides of the Employee(s)' or former Employee(s)' decision. Any dispute as to the bona fides of the Employee's position shall be settled by a single arbitrator pursuant to Article 41.

(e) The University of New Brunswick shall not sell or rent to a third party a technologically-mediated course created by Employee(s) without the written permission of the Employee(s). A copy of such an agreement shall be sent by the University to the Association within two (2) weeks of signing.

(f) An Employee(s), while in the full-time employment of the University of New Brunswick, shall not create or offer to create for another educational institution, agency or body a technologically-mediated course which is substantially the same as a course offered by the University without a signed agreement with the relevant Dean. The Dean is expected to consult with the relevant Department Chair prior to approval, where Departments exist within Faculties.

(g) An Employee(s) shall not sell, assign or otherwise dispose of their rights in technologically-mediated courses developed for the University of New Brunswick to a third party without protecting the rights of the University as specified in this Article 38.07. The Employee(s) may make written application to the Vice-President (Academic) or his/her designate to

dispense with this requirement for such reasons as to the University seem fair in the circumstances. In the event that the decision on the application of the Employee(s) is not made within one (1) month of the receipt of such application, the Employee is deemed to have received the dispensation requested.

h) (i) An Employee(s) may, without seeking permission or paying copyright fees to the University of New Brunswick or to a third party licensed by the University, reuse or repurpose course content and course materials developed in connection with a technologically-mediated course for articles, conference presentations, textbooks and other derivative creations.

(ii) Notwithstanding 38.07 (f) and (g) above, the Employee(s) may make course content and courseware developed for a technologically-mediated course freely available for non-commercial academic or scholarly use, without the permission of the University of New Brunswick and without payment of copyright fees to the University or a third party licensed by the University, to recipients who agree in writing that they will not make commercial use of the material so long as the University's name is not used, without permission in writing, in connection with works so made available, other than to identify the Employee(s) as a member of the academic staff at the University.

(i) The University of New Brunswick may, at its expense, tape record and/or video courses in whole or in part, copy course materials whether traditional or technologically-mediated, or transform course materials into other formats solely for the purpose of accommodating disabled students of the University according to regulations established by the University. The University may not charge the students a fee for such services other than to recover the direct costs of duplicating or copying. Such materials shall not be used by the University for any other purpose, and any videos or other electronic copies of courses, in whole or in part, shall be erased within three (3) months of the end of the term in which the materials were used unless otherwise agreed in writing by the Employee(s).

(j) When an Employee(s), who has created a technologically-mediated course for delivery through UNB Online, ceases to be in the employ of the University of New Brunswick

(i) the provisions of the licensing agreement in 38.07(c) and 38.07(d) shall continue in effect.

(ii) the former Employee(s) may continue to use for teaching, research and other non-commercial purposes at another not for profit academic or research institution, all course content and courseware, including both institutional and non institutional course content and courseware, created or taught by the Employee(s) at the University of New Brunswick, provided the name of the University is not used in connection with the course content or courseware.

(iii) a former Employee(s) may not transfer to a for profit institution any technologically mediated course developed for the University of New Brunswick without the written permission of the Vice-

President (Academic) or his/her designate or the Vice-President (Saint John) or his/her designate.

(iv) if the course was developed with the payment of a development stipend under Article 36B.02, the former Employee(s) shall not create or offer to create for another educational institution, agency or body a technologically-mediated course which is substantially the same as the course for a period of three (3) years after the payment of a development stipend, unless there is a signed agreement with the relevant Dean. The Dean is expected to consult with the relevant Department Chair prior to approval, where Departments exist within Faculties.

Storage/Archiving

38.08 (a) Rights and Responsibilities of the University of New Brunswick

(i) The University of New Brunswick shall retain possession of all intellectual property created by an Employee(s) and transferred to it or licensed to it to be archived according to this Article and shall exercise reasonable care to ensure that such intellectual property is not damaged, erased, copied, amended or edited without the authorization of the creator(s).

(ii) For the purposes of storage and library use, the University of New Brunswick may retain at its own expense, but without payment of royalties or other fees to the Employee(s) who is the creator, one (1) copy of any film, on line educational programme, video, CD-ROM, other equivalent electronic recording developed by an Employee(s) for a recognized educational programme of the University of New Brunswick but nothing in this article shall be construed as a waiver of any intellectual property rights by the Employee(s), other than as specified in this Article 38. Such copies shall include the copyright symbol and note on the copy the names of the copyright holders.

(iii) The University of New Brunswick shall not loan or transfer a copy of the intellectual property of an Employee(s) to any third party outside the University academic community without the written permission of the Employee(s) who holds the property right, except for the purposes of library or inter library loan according to the regulations of the libraries of the University.

(b) Deposits by an Employee(s)

(i) Employees who deposit their own or other documents in the archives of the University of New Brunswick shall be bound by the rules and regulations of the archives in force from time to time in regard to the use and disposition of such documents.

(ii) Nothing in this Article shall be deemed to require the University of New Brunswick to accept any deposits or donations of documents to the archives although the University shall make every reasonable effort to provide such facilities for deposits, particularly those directly related to the history of the University and its academic and scientific work.

(iii) Nothing in 38.08 a), (i) above shall be constituted as a waiver of any intellectual property right by the Employee(s) nor as permission to the University of New Brunswick or to any agent of the University to share that intellectual property without the written approval of the creator of the intellectual property.

Estates

38.09 (a) When an Employee or former Employee dies, his/her estate shall retain all his/her rights and responsibilities under this chapter of this Collective Agreement, unless the estate chooses to renounce such rights and transfers the rights and responsibilities in writing to the University of New Brunswick or to another party.

(b) The estate of an intellectual copyright holder shall, in the event that the copyright holder received public funds while at the University of New Brunswick or from the University for a specific research project which did not result in publication prior to death, allow unrestricted access to and quotation from papers, documents or research materials collected for the research project by the right holder to other members of the bargaining unit or to academic administrators of the University of New Brunswick, provided that such access shall not abrogate any existing publication contracts (viz. where a completed or virtually completed manuscript is in existence with a firm publication contract) and shall not abrogate legal responsibility to pay copyright fees where required by law.

Legal Protection

38.10 The Employee(s) agree to indemnify and save harmless the University of New Brunswick from any claim, action or cause of action for any reason whatsoever brought, threatened or made by any person relating to the intellectual property which the Employee(s) solely owns. Should any claim, action or cause of action for any reason whatsoever be brought, threatened or made by any person where the intellectual property rights are jointly owned, the liability to defend shall likewise be joint. Should a claim be advanced where the intellectual property right has been transferred to the University of New Brunswick, the liability to defend shall be that of the University and not the Employee although the Employee(s) shall give every reasonable support to the University for its defence. If the action against an Employee(s) arising from copyright materials owned or co-owned by an Employee(s) can reasonably be considered as an attack on the academic freedom of the Employee(s), the University shall support the Employee(s) involved in the case.

Article 39 TECHNOLOGICALLY MEDIATED INSTRUCTION

Purpose

39.01 Both the University of New Brunswick and Employees are committed to the development of technologically mediated instruction as a means of enhancing the ability of Departments and Faculties to offer their desired programmes. Both see the potential to enhance instruction for students by allowing for new and different content, the potential for more personalized feedback or instruction, and the opportunity for more off-campus student participation. The intent is not to reduce the number of full-time academic positions.

For the purposes of interpreting this Article 39, the definitions of Article 38.02, the property rights discussed in Article 38.07, and the provisions for assignment of teaching load set out in Article 19A apply.

Course Approval

39.02 Technologically mediated credit courses (or modifications thereof) shall only be developed as part of the curriculum offerings of existing Departments or of offerings agreed between Departments and Faculties for interdisciplinary credit courses and shall comply with the practices, procedures and criteria which have been established at the University of New Brunswick for the creation by Departments and Faculties 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.

Implementation

39.03 (a) Technologically mediated instruction shall not be used by the University of New Brunswick to reduce or eliminate full-time academic positions at the University without consultation with the Association.

(b) 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 University of New Brunswick to the Association within two (2) weeks of signing.

(c) In the event that an Employee is asked to develop and/or teach, for the first time, a technologically-mediated course, the Employee shall receive appropriate professional development and technical support assistance so that the Employee is specifically and comprehensively prepared to teach in this environment. In instances of further assignments to teach such courses, appropriate ongoing technical support assistance shall be made available to the Employee teaching the course. Priority for the amount of funds and the kind of resources provided shall be determined by the University of New Brunswick.

(d) 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 and by the Senate and shall be consistent with the academic freedom article of this Agreement. Faculty members 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.

(e) Where an Employee(s) has agreed to create a technologically-mediated course to be offered by the University of New Brunswick through UNB Online, it is understood that such Employee(s) shall have the initial right to offer and to deliver the course consistent with 38.07. The University and Employee(s) shall enter in an agreement specifying the minimum length of time that such course shall be offered provided that, failing an agreement, the length of time shall be three (3) academic years.

(f) Where an Employee has agreed to deliver a technologically mediated course through UNB Online above his/her teaching load, the Employee and the University may enter in an agreement regarding the amount and method of payment for delivery of the course. In the absence of such an agreement, the Employee shall be paid as follows for each three (3) credit hour course taught:

(i) where the course is offered on a synchronous basis, the equivalent of a three (3) credit hour teaching stipend; or

(ii) where the course is offered on an asynchronous basis, for each 12 month period the course is offered (with the start date to be specified by the University), a one-time payment of $3,000 (payable within one (1) month after the start date) plus the following for each student (after the first ten (10) students) registered in the course in each 12 month period, payable when the final mark for the student is posted:

(1) $200 for the eleventh through fortieth (11 to 40);
(2) $175 for the forty-first through sixtieth (41 to 60);
(3) $150 for the sixty-first and above (61 and above).

All payments in this Article 39.03(f) will be prorated for other than three (3) credit hour courses. **The amounts noted in Article 39.03(f)(ii) shall be adjusted according to all Article 36B.07 economic adjustments that are subsequent to June 30, 2016.**

(g) If a student in an asynchronous course withdraws from the course before completing it, the amount payable to the Employee per student shall be prorated to pay the Employee in the same percentage as the tuition retained by the University and not refunded to the student under the College of Extended Learning's fee refund policy in place at the time of the withdrawal.

(h) The start date for an asynchronous course shall be stated in the agreement with the Employee to deliver the course. The University shall provide a minimum of two (2) weeks' notice prior to the start date of the course if the University decides to cancel the course. The Employee and University may agree to change the start date.

(i) After an asynchronous course has started, if the University decides to stop offering the course for a particular year during the period for which the Employee has agreed to deliver the course, the University shall provide a minimum of one (1) month's notice to the Employee before the end of the current twelve month delivery period.

Article 40 TERMINATION OF EMPLOYMENT

40.01 No Employee shall be terminated, dismissed, laid off or suspended except in accordance with one (1) of the following:

(a) Retirement - which shall mean the voluntary termination of an Employee's full-time status at any time after the Employee would be eligible to receive a pension from the University/AUNBT pension plan. Such retirement shall normally be effective on July 1 or January 1, with a minimum of six (6) months notice. On application to the President, these time limits may be reduced.

(b) Resignation - for Faculty Members or Senior Instructors, a minimum of six (6) months' notice with resignation effective on July 1 or January 1; for all other Employees, a minimum of six (6) weeks' notice. Upon application to the President, these time limits may be reduced in cases of hardship or when substantial professional advancement would be denied.

(c) Expiration of a term appointment - shall be automatic at the end of the term specified, subject to the provisions of Article 22D.

(d) Upon receipt of long term disability benefits - according to University of New Brunswick policy as set out in the document dated October 5, 1983 and entitled "Compulsory Retirement for Employees with Long Term Disabilities". (Appendix B)

(e) Layoff - in accordance with the provisions of Article 30.

(f) Termination - under the provisions of Article 17A.06 or 17B.01.

(g) Termination of a probationary appointment - under the terms of this Collective Agreement.

(h) Death.

(i) Dismissal or suspension - for just cause in accordance with the provisions of Article 42.

40.02 None of those provisions set out in (a) through (h) above constitutes dismissal or suspension.

Article 41 GRIEVANCE AND ARBITRATION

41.01 A grievance is any difference arising between the University of New Brunswick and the Association or between the University of New Brunswick and any Employee(s) in the bargaining unit relating to the interpretation, application or administration of this Collective Agreement, including any question as to whether a matter is arbitrable, or any allegation that this Collective Agreement has been violated.

41.02 The Parties agree to make every reasonable effort to settle all grievances in a prompt, amicable, just and equitable manner. Whenever possible, informal methods such as, but not limited to, those set out in Article 41.10 shall be used.

41.03 The Parties agree that there shall be final and binding settlement by arbitration or by the other means provided for in this Article, of all grievances arising during the course of this Collective Agreement.

41.04 The Parties agree not to practice any discrimination, harassment, or coercion of any kind against any Employee who elects to use or not to use the procedures set out in this Article.

41.05 The Parties agree that there shall be no grievances or arbitration founded upon Articles 1 or 2, or upon actions taken by the Board of Governors upon the recommendations arising out of the recommendatory processes of Article 5 insofar as such actions are not in conflict with this Agreement. The Parties further agree that appointments made by the University of New Brunswick are not grievable unless the relevant provisions of this Collective Agreement have been violated.

The Parties further agree that there shall be no grievances or arbitration founded upon the disposition of the merit awards, market differential adjustments, or President's discretionary adjustments insofar as the disposition is not in conflict with this Collective Agreement.

The Association shall have carriage of all formal grievances.

41.06 A representative of the Association shall be present at all stages of the formal grievance and arbitration procedures, and may represent the grievor during those

procedures. In addition, the grievor may be accompanied by another Employee, who may represent the grievor, at all formal stages of the grievance procedures. A representative from Human Resources and Organizational Development may accompany the Dean or Vice-President at all stages of the formal grievance and arbitration procedures and may assist the Dean or Vice-President during those procedures. In the context of this Article, the grievor and the Parties may not be accompanied by or represented by legal counsel during the informal stage, Stage 1, or Stage 2 of the grievance procedure.

41.07 All written communications required in this Article shall be delivered by either Canada Post Office certified mail or University campus delivery for which acknowledgement of receipt has been obtained. Such communications will be deemed to have been delivered on the fifth day following posting, unless evidence exists to the contrary. Any attempt by an Employee to deliberately avoid receiving a written communication sent under the terms of this Article shall be deemed to constitute receipt of the communication. A copy of all communications required by this Article shall be sent to the Association by the University of New Brunswick authority who is sending such communications, and vice-versa.

41.08 Grievances are defined in Article 41.01 and shall be classified as follows (subject to Article 41.09):

(a) Individual grievance shall mean a grievance involving an Employee and particular to that Employee.

(b) Group grievance shall mean a grievance involving a group of Employees and common to all Employees in that group, which shall be processed as a single grievance.

(c) Policy grievance shall mean a grievance initiated by the Association which has general application to the bargaining unit as a whole, or to a clearly definable group within the bargaining unit.

(d) University of New Brunswick grievance shall mean a grievance initiated by the University of New Brunswick which has general application to the Association, the bargaining unit as a whole, or to a clearly definable group within the bargaining unit.

41.09 The grievor in this Article shall mean the Party, Employee or group of Employees initiating the grievance. Individual and group grievances may be initiated by the Association, or by the Employee(s) involved.

Informal Complaints

41.10 Before the formal grievance procedure is initiated, every reasonable attempt shall be made to resolve the dispute expeditiously and without prejudice by informal discussion. To this end, any Employee or group of Employees is encouraged to present a verbal complaint to the Dean or to the appropriate Vice-President in the case of grievances which may be initiated at Stage 2. There is no requirement for formal documentation or correspondence at the informal complaint stage. An informal complaint shall be initiated within fifteen (15) days of the grievable event or within fifteen (15) days of the date when this event could first have reasonably been known by the Employee to have occurred. If the dispute is not resolved, the Association may decide to lodge a formal grievance within the time limits of Article 41.11.

41.11 If the dispute or difference has not been settled at the informal complaint stage, a written grievance may be presented to the Vice-President (Academic) or the Vice-

President (Saint John) as appropriate. Such formal grievance shall be presented within twenty-five (25) days of the grievable event or within twenty-five (25) days of the date when this event could first have reasonably been known by the Employee to have occurred.

41.12 The appropriate Vice-President shall inform the grievor and the Association within ten (10) days as to whether the grievance is to be heard at Stage 1 or Stage 2, subject to the following:

(a) All grievances arising from decisions or actions in which a dean has previously been involved shall be heard at Stage 1 by a dean who has not been involved.

(b) All grievances arising from decisions or actions above the level of a Dean shall be heard at Stage 2.

(c) All grievances arising from a decision of either the Vice-President (Academic) or the Vice-President (Saint John) regarding sabbatical leaves and leaves of absence of six (6) months or more shall be heard at Stage 2. Notwithstanding Articles 41.16 and 41.17, such grievances of the decision of the Vice-President (Academic) shall be heard by the Vice-President (Saint John), and vice versa.

(d) All grievances arising from a decision of the Vice-President (Research), Vice-President (Academic) and Vice-President Saint John functioning as a Committee of the Whole regarding probation, promotion and tenure shall be heard at Stage 2. Notwithstanding Articles 41.16 and 41.17, such grievances shall be heard by the Vice-President (Research), Vice-President (Academic) and Vice-President Saint John functioning as a Committee of the Whole.

41.13 The time limits set out in this Article may be extended by agreement, in writing, of the Parties. Such agreement shall not be unreasonably withheld. Any stage or stages of the grievance procedure may be bypassed by mutual agreement, in writing, of the Parties.

Formal Grievance Procedure

41.14 The written grievance shall be signed by the Chair of the AUNBT Grievance Committee or President of the Association and shall set out:

(a) The grievor: The name or names of the grievor, the campus and home address, telephone numbers and rank;

(b) The facts of the case: An exposition of the facts of the case as the grievor knows them, setting out the grounds for the grievance and making reference to the Articles and sections of this Collective Agreement on which the grievance is based and who made the decision being grieved so that an evaluation of what stage the grievance is to be sent to can be made under Article 41.12;

(c) The remedy: A statement of the remedy the Association deems sufficient to resolve the dispute.

Stage 1:

41.15 In the case of a grievance to be heard at Stage 1, the Vice-President shall convey the written grievance to the Dean within ten (10) days of receiving it. Within ten (10) days of receipt of the written grievance, the Dean shall meet with the Association to

hear the grievance. The Dean shall convey his/her disposition of the grievance, together with reasons and making reference to appropriate documents, in writing, to the grievor and the Association within ten (10) days of the grievance hearing. If the Dean's disposition of the grievance does not resolve the dispute, the grievance may proceed to Stage 2.

Stage 2:

41.16 If, in the opinion of the Association, the grievance is not resolved at Stage 1, the written grievance, together with a copy of the Dean's disposition of the grievance at Stage 1 and any written response by the Association, shall be presented to the Vice-President (Academic) or to the Vice-President (Saint John), as appropriate, within ten (10) days of receipt of the Dean's disposition at Stage 1.

41.17 The appropriate Vice-President shall arrange a meeting with the Association to hear the grievance within ten (10) days of receipt of the Dean's disposition for Stage 1 grievances or within ten (10) days of receipt of a Stage 2 grievance. The appropriate Vice-President shall inform the grievor and the Association, in writing, of the disposition of the grievance, together with reasons and making reference to appropriate documents, within ten (10) days of this meeting.

41.18 In the case of a University of New Brunswick grievance, the grievance shall be stated in writing to the President of the Association in the format set out in Article 41.14.

Arbitration

41.19 (a) In the event that either Party to this Collective Agreement believes that a grievance remains unresolved following completion of the grievance procedures set out above in this Article, and if that Party wishes to proceed to arbitration, that Party shall notify the President of the other Party, within ten (10) days of receipt of the disposition of the grievance at Stage 2, of the intention to submit the dispute to arbitration, naming therein one (1) arbitrator to the Arbitration Board and formulating the question to be submitted to arbitration. The President receiving this notice shall respond in writing within ten (10) days naming one (1) arbitrator to the Arbitration Board, and raising any objections to the question formulated. Representatives of the Parties shall make every reasonable attempt to formulate a statement of the agreed facts and/or issues for presentation to the Arbitration Board at least ten (10) days prior to the arbitration hearing.

Notwithstanding the provisions of Article 41.19(a), where any Employee is subject to termination, or where violation of either Article 14 (Academic Freedom) or Article 15 (Non-Discrimination) is alleged, the grievor may submit the matter to arbitration whether or not the Association believes that the grievance has been resolved. An Employee submitting such a matter to arbitration shall proceed in the manner set out in Article 41.19(a) except that both Parties shall be notified. Such an Employee shall be entitled to whatever assistance CAUT is willing to provide.

41.20 The two (2) arbitrators so named shall choose a chair for the Arbitration Board, within ten (10) days of the appointment of the arbitrator named by the responding party, from the following list:

- Susan Ashley
- Gus Richardson
- Bruce Outhouse
- Michel Picher
- Pam Picher
- Doug Stanley

If the two (2) arbitrators fail to agree on a chair from among those listed above, they shall select the chair by lot from among those listed above.

If the chair who has been selected by lot cannot be available to commence the arbitration proceedings within 30 days, a new chair shall be selected from the remaining persons on the list by the drawing of lots.

If none of the persons on the list is available within 30 days, the Parties may mutually agree to a chair who is not on the above list. If such agreement cannot be reached within five (5) days, the Minister of Labour for the Province of New Brunswick shall be asked to name the chair.

Each time a chair is selected by the drawing of lots, the last person who actually served as chair shall not be included in the list for that arbitration unless none of the others are available within 30 days.

41.21 No person may be appointed to an Arbitration Board deciding any grievance which would involve a conflict of interest because of personal involvement in the subject matter of the dispute. In any arbitration involving a matter of academic freedom (Article 14), any chairs not on the list in Article 41.20 must have held an academic, academic/professional or academic/administrative appointment at a Canadian university for at least five (5) of the last ten (10) years, unless agreed otherwise by the Parties, in writing.

41.22 The chair of the Arbitration Board shall convene the Parties for the purpose of a hearing within 30 days of appointment. The Arbitration Board shall render its decision within 60 days of the opening of the hearing. The Arbitration Board has the power to extend these time limits when it deems appropriate.

41.23 (a) In the case of an arbitration arising in accordance with Article 41.19(a) the fees and expenses of the chair shall be shared equally between the Parties. Each Party shall be responsible for the fees and expenses of its appointee to the Arbitration Board and of its own witnesses.

(b) In the case of an arbitration arising in accordance with Article 41.19(b) the fees and expenses of the chair shall be shared equally between the Employee(s) and the University of New Brunswick. The Employee(s) and the University of New Brunswick shall each be responsible for the fees and expenses of their respective appointee to the Arbitration Board and of their own witnesses.

41.24 The Arbitration Board shall confine itself to the grievance submitted for arbitration and shall have no authority to determine any other issue or issues.

41.25 The Arbitration Board shall not have any power to add to or to modify any of the provisions of this Collective Agreement nor to substitute any new provisions for any existing provisions nor to give any decision in conflict with the terms and provisions of this Collective Agreement.

41.26 Where an Arbitration Board determines that an Employee has been disciplined for cause, the Arbitration Board may substitute any equivalent or lesser penalty that, to the Arbitration Board, seems just and reasonable.

41.27 Without limiting in any way the operation of other appropriate provisions of this Article, the arbitrators shall have the power to award compensation to any Employee, the Association or the University of New Brunswick, but only to the extent of monetary loss actually suffered arising from a proven breach.

41.28 The Arbitration Board shall have the duty and the power to adjudicate all matters in dispute, including questions of the arbitrability of an issue.

41.29 When dealing with grievances involving procedural irregularity, if the Arbitration Board finds that procedures established in this Collective Agreement have not been complied with, it may direct that the matter be considered again by the appropriate person or committee in accordance with the terms of this Collective Agreement unless the Arbitration Board considers such reconsideration inappropriate. Where, by the terms of this Collective Agreement, judgment or discretion is to be exercised by the University of New Brunswick or any person or committee, the Arbitration Board shall not substitute its own judgment for that already made unless it finds the judgment or discretion to have been exercised in an arbitrary or unreasonable manner.

41.30 Any grievance resolved at any stage of the procedures prior to arbitration shall not constitute a precedent in any arbitration proceeding.

41.31 Where notice has been given in accordance with Article 41.19 of intention to submit to arbitration a dispute involving denial of promotion, tenure or renewal of a probationary appointment, the Association shall receive upon request a copy, certified as being true by the appropriate Vice-President or his/her designate of any document disclosed to the Association in accordance with Article 26.08 at least ten (10) days prior to the arbitration hearing for use in the arbitration proceedings on a confidential basis. The Association agrees to pay all reasonable costs, including labour and materials, of any such copies provided. It is understood by the Parties that this Article 41.31 does not limit in any way the operation of other appropriate provisions of Article 41.

<u>Rules and Procedures for the Arbitration Board</u>

41.32 The quorum of the Arbitration Board shall be the entire complement of the Arbitration Board. The membership of the Arbitration Board in process of hearing a particular grievance shall not change until its decision is rendered.

41.33 The Arbitration Board shall meet to consider the grievance(s) presented to it and shall receive all evidence in respect of the grievance(s). It shall determine its own rules of procedure and evidence which shall be fair, just and equitable.

It shall give a reasonable opportunity to the grievor and the Parties to be present, to be represented, to present evidence and/or to make submissions to the Arbitration Board.

41.34 The Arbitration Board shall give reasonable notice of hearings to the grievor, and the Parties.

41.35 The Arbitration Board shall conduct any hearing in camera in the presence of the grievor and the Parties and/or their representatives (if any) unless the grievor and the Parties agree, in writing, to an open hearing.

41.36 The Arbitration Board shall strive to maintain confidentiality at all times. Transcripts and/or recordings of the hearings (if any), and copies of any documents considered by the Arbitration Board shall be available for confidential use by the grievor and the Parties.

41.37 The Arbitration Board has all the powers set out in the Industrial Relations Act of the Province of New Brunswick, in addition to those set out in this Article.

41.38 The Arbitration Board shall render its decision, which shall be final and binding, in writing, and shall send copies to the grievor, and to the Parties. Each person on the Arbitration Board shall have a single vote. All decisions shall be by majority vote, or failing a majority vote, the decision of the chair shall be the decision of the Arbitration Board.

Article 42 DISCIPLINE

42.01 Disciplinary action shall be taken only for just and sufficient cause. Penalties shall be just and appropriate for the offense.

42.02 In cases of suspension without pay or dismissal, the Employee may be suspended immediately, but where the Employee files a formal grievance within the time limits set out in Article 41, the Employee shall continue to receive full pay and benefits until the grievance and arbitration procedures have been completed.

Article 43 PERFORMANCE REVIEW

43.01 The University of New Brunswick may review the performance of an Employee under this Article, once per year. Such performance review, if any, shall be in addition to any other performance assessments which may be required by other provisions of this Collective Agreement. In the event of outstanding performance, the University of New Brunswick may allocate a merit award under the provisions of Article 36A. In the event of unsatisfactory performance, the University of New Brunswick may take disciplinary action under the provisions of Article 42.

Article 44 STRIKES - LOCKOUTS

44.01 There shall be no strikes or lockouts (as defined in the New Brunswick Industrial Relations Act) as long as this Collective Agreement continues to operate.

44.02 In the event of a strike or lockout, members whose ongoing teaching or research activities require access to university facilities in order to properly care for all animals, plants or hazardous materials shall be allowed access to the required facilities.

Article 45 DIRECTOR OF THE ENGLISH LANGUAGE PROGRAM

45.01 The responsibilities and workload of the Director of the English Language Program shall be the same as those which prevailed on July 1, 1980.

45.02 For salary purposes, the present Director of the English Language Program shall be treated in an identical fashion to Associate Professors.

Article 46 TRANSITION TO THE AGREEMENT

46.01 All grievances filed prior to the signing of the Collective Agreement beginning in **2016** and remaining unresolved at the time of signing of the Collective Agreement beginning in **2016** shall be processed according to the terms and procedures of the previous Collective Agreement.

46.02 Employees appointed before the signing of the first Collective Agreement (November 3, 1980), whose letters of appointment or other appropriate official documents contain special conditions which do not apply generally to other Employees in the bargaining unit, as set out in this Collective Agreement, shall

continue to be entitled to such conditions unless modified in writing by mutual agreement of the Parties.

46.03 All other provisions of this Collective Agreement shall be effective from the date of signing of this Collective Agreement unless stated otherwise elsewhere in this Collective Agreement.

Article 47 DURATION

47.01 This Collective Agreement comes into effect on July 1, **2016** and expires on June 30, **2020**. Provisions with respect to salary shall be effective on the dates set out in Article 36B. All other provisions shall be as set out in Article 46.03.

47.02 Either Party may, within the period of 120 days and 60 days prior to the expiry date of the Collective Agreement, give notice in writing to the other Party of its desire to bargain with a view to renewal or revision of the Collective Agreement then in operation, or to the making of a new Collective Agreement.

47.03 When a Party gives notice according to Article 47.02 to the other Party to the Collective Agreement, the Parties shall, without delay, but in any case within 15 days after the notice was given, or such further time as the Parties may agree upon, meet and commence or cause authorized representatives on their behalf to meet and commence to bargain collectively and make every reasonable effort to conclude a renewal or revision of the Collective Agreement or a new Collective Agreement.

47.04 This Collective Agreement shall remain in full force and effect until such time as agreement has been reached with respect to renewal, amendment or substitution thereof, or until such time as a legal strike or lock-out occurs.

Article 48 SEXUAL HARASSMENT

48.01 The Parties agree that sexual harassment as defined herein may be the subject of discipline.

48.02 Sexual harassment is defined as:

Conduct of a sexual nature such as, but not limited to, verbal abuse or threats of a sexual nature, unwelcome sexual invitations or requests, demands for sexual favours, or repeated innuendos or taunting about a person's body, appearance or sexual orientation when:

(a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, academic status, or academic accreditation; or

(b) submission to or rejection of such conduct by an individual is used as the basis for employment, or for academic performance, status or accreditation decisions affecting such individual; or

(c) such conduct interferes with an individual's work or academic performance; or

(d) such conduct creates an intimidating, hostile or offensive working or academic environment.

48.03 Procedures for the treatment of complaints of sexual harassment shall be established and publicized by the University. Such procedures shall include:

(a) initial contacts on each campus to provide information;

(b) an informal process for attempting to resolve the complaint;

(c) a process for filing a formal complaint if informal attempts at resolution have failed;

(e) a process for formally investigating and dealing with such formal complaints.

In administering these procedures, the University shall make every reasonable attempt to act upon a complaint promptly, fairly, judiciously and with due regard for confidentiality.

48.04 The formal process commences when the complainant files a formal complaint and the individual accused has received written notice of the commencement of formal procedures with a copy to the Association. This written notice shall summarize the allegations in sufficient detail to allow the individual concerned an opportunity to respond, and shall advise the individual concerned of the right to be represented by the Association and that he/she should contact the Association before responding. An Employee, who is an authorized representative of the Association, shall be present at any meeting or hearing involving the individual named in the allegations during the course of the formal investigation. Any statements made by the individual named in the allegations during informal discussions outside of these meetings or hearings shall be strictly without prejudice.

48.05 Any discipline imposed on an Employee for sexual harassment shall be subject to Article 42 and grievable and arbitrable under Article 41. In the event that the disciplinary action is not upheld in the grievance or arbitration procedure, at the Employee's request all reference to the complaint of sexual harassment shall be removed from his/her Official File. The University shall retain these documents in a confidential file, which upon reasonable notice, shall be accessible to the individual and the Association.

Article 49 HEALTH AND SAFETY

49.01 The Parties agree that the health and safety of Employees including office ergonomics is an important mutual concern and that the Parties shall cooperate in promoting the health and safety of Employees at the place of employment.

49.02 The Parties shall make every reasonable effort to safeguard the health and safety of Employees. The University of New Brunswick and Employees shall comply with the Occupational Health and Safety Act of the Province of New Brunswick and other applicable governmental statutes and regulations.

Article 50 PROFESSIONAL **EXPENSES** FOR EMPLOYEES

50.01 The Parties recognize the need for ongoing professional development of probationary and tenured Employees.

No Employee may draw on the Professional **Expense Account** during the first academic year in which a term appointment is held. Any Employee holding a subsequent consecutive term appointment of eight (8) months or more shall be

eligible to draw on the **account** on a pro-rated basis in proportion to the fraction of the academic year employed.

50.02 The University shall maintain a Professional **Expense Account** for each of the two (2) campuses for the purpose of assisting eligible Employees with their professional development which is consistent with the performance of their responsibilities as set out in Article 16.

The **Account** shall be allocated to each Dean by the appropriate Vice-President on the basis of the total number of eligible Employees on July 1 of the academic year concerned.

The Dean shall administer the **Account** in accordance with the provisions of this Article. The Dean may delegate the administration of the **Account** to the Chairs of the Departments in his/her Faculty or Library.

50.03 Each eligible Employee may draw on the **Account**, to a maximum of 3.2 percent of the floor salary of the rank of Assistant Professor as of July 1 in each academic year for the purpose of assisting with travelling costs for conferences, seminars, and research purposes, or to purchase materials (including equipment, computer software, books and periodicals) related to the performance of the person's professional responsibilities as set out in Articles 16A, 16B, or 16C.

50.04 All expenditures shall be made using procedures prescribed by the Dean. In particular, all expenditures shall require the approval of the Dean or his/her designate.

50.05 If an eligible Employee does not draw on the **Account** to the maximum amount available, as specified in Article 50.03, the remaining amount will be carried forward to the subsequent academic year for use by that Employee. More than four (4) years of the individual Professional **Expense Account** allocation may be carried over only if the Employee has applied to do so by April 1 and it has been approved by the Dean. Failure to apply to the Dean to carry over these funds by April 1 shall result in these funds being available to the Dean to allocate to other eligible Employees.

50.06 Materials purchased by Employees under this Article shall be owned by the University. Where possible, such items shall be made available for use by other Employees.

50.07 (a) Where eligible Employees are appointed after the beginning of the academic year, or terminate employment before the end of the academic year, they may draw on the fund for that year on a pro-rated basis in proportion to the fraction of the academic year for which they are employed.

(b) Eligible Employees who take a leave of absence without pay of one (1) month or longer during any academic year shall have their maximum Professional **Expense Account** for that year pro-rated on the basis of the duration of such leave.

Article 51A EMPLOYMENT EQUITY

Commitment

51A.01 The Parties are committed to ensuring equal opportunities for all Employees in the University of New Brunswick. In particular, the Parties are committed to ensuring that no systemic discrimination or barrier to the full participation of Employees who

are women, aboriginal peoples, persons with disabilities or visible minorities exist or arise at the University of New Brunswick. The Parties are committed to the identification and removal of artificial barriers to the selection, hiring, promotion and training of persons in these designated employment equity groups.

Employment Equity Committee

51A.02 Within twenty (20) days of the signing of this Agreement, an Employment Equity Committee shall be established. The Joint Committee shall consist of two (2) co-chairs, one (1) appointed by each party, in addition to two (2) other persons appointed by the University of New Brunswick and two (2) other persons appointed by the Association of University of New Brunswick Teachers. At least one (1) of the members appointed by each body shall be a member of one (1) of the designated employment equity groups. The Committee shall normally meet no less than three (3) times each term.

51A.03 The Employment Equity Committee shall, in part, serve as the vehicle by which discussions between the Parties concerning the development, implementation and monitoring of the Federal Contractors Program on Employment Equity are carried out. This would include advice on the design and content of the data bases.

51A.04 The Employment Equity Committee shall carry out an analysis, and report annually by December 1, on the status of all designated groups. Such a report shall include but is not limited to the number of persons in each of the designated groups who:

(a) were appointed to positions within the bargaining unit, and where the candidate has indicated a designated group:

(i) those who applied for positions in the bargaining unit;

(ii) those included on short lists of suitable candidates;

(b) were considered for probationary reappointment;

(c) were considered for promotion;

(d) were considered for tenure;

(e) were considered for sabbatical leave;

(f) were successful in considerations (b) – (e).

Article 51B POSITIVE ACTION TO IMPROVE THE STATUS OF WOMEN

Commitment

51B.01 The Parties are committed to ensuring equal opportunities for women Employees in the University of New Brunswick. In particular, the Parties are committed to ensuring that no systemic discrimination or barrier to the full participation of women Employees exists or arises at the University of New Brunswick.

Role of Employment Equity Committee

51B.02 At least one (1) of the members appointed by each Party to the Employment Equity Committee established pursuant to Article 51A.02 shall be a woman. In addition to those duties set out in Article 51A, the Employment Equity Committee shall:

(a) monitor the status of women Employees at the University of New Brunswick and make whatever recommendations it deems appropriate to the Parties;

(b) advise on means of recruiting women candidates for vacancies in the bargaining unit.

Establishment of Employment Goals

51B.03 The University of New Brunswick shall establish reasonable goals for the hiring of women for each Department where there exist imbalances in the composition by sex of the Employees of the Department. In the case of Departments in which there is an imbalance because of a shortage of men, there shall be goals for the hiring of men.

51B.04 These goals shall be set:

(a) after considering the existing composition by sex of the Employees in the Department; and

(b) after considering the national pool of available qualified persons by sex from which the University might draw in making appointments; and

(c) after consultation with the Department concerned; and

(d) after consultation with the Employment Equity Committee.

51B.05 When a vacancy is to be filled the University shall make a reasonable attempt to recruit candidates of the sex specified in the hiring goals set under Article 51B.03.

Appointments

51B.06 Subject to the provisions of Article 22A.13, 22B.13, and 22C.13, the best qualified candidate shall be appointed. Where no candidate has clearly superior academic or professional qualifications or expertise, the best candidate of the sex under represented according to the employment goals of Article 51B.04 will be offered the position.

The Assessment Committee initiating the appointment recommendation shall forward to the appropriate Vice-President for timely transmission to the Employment Equity Committee for monitoring purposes:

(a) reasons for its recommendations;

(b) a statistical record of the applications, those candidates short listed, those candidates interviewed, and those candidates considered qualified, by sex.

Such documentation shall be forwarded by the appropriate Vice-President to the AUNBT at the same time as a copy of the offer of appointment is sent.

If on the basis of the information received, the Employment Equity Committee believes an academic unit is making insufficient progress towards meeting established goals for the hiring of women, it may request that the appropriate Vice-President authorize an audit of that academic unit's compliance with Article 51, and inform the Committee of the results.

Article 52 FRAUD AND MISCONDUCT IN RESEARCH

52.01 The Parties agree that fraud and misconduct in research as defined herein may be the subject of discipline.

52.02 Fraud and misconduct in research is defined as:

(a) fabrication, falsification, or plagiarism, but does not include those factors intrinsic to the process of academic research, such as honest error, conflicting data or differences in interpretation or judgment of data or experimental design;

(b) material failure to comply with federal or provincial regulations for the protection of researchers, human subjects, or the public, or for the welfare of laboratory animals, or material failure to meet other legal requirements that relate to the conduct of research;

(c) failure to reveal to the sponsors any material conflict of interest when asked to undertake reviews of research grant applications or to test products for sale or distribution to the public;

(d) failure to reveal to the University any material financial interest in a company that contracts with the University of New Brunswick to undertake research, particularly research involving the company's products, or to provide research related materials or services. Material financial interest means ownership, substantial stock holding, a directorship, significant honoraria or consulting fees, but does not include minor stock holding in publicly traded corporations.

Procedures

52.03 All allegations of fraud or misconduct in research shall be directed in writing to the President. The President may refer the allegations to a designate. If in his/her judgment the allegations have sufficient substance to warrant investigation, the President or designate shall inform the Employee named in the allegations, in writing, with a copy to the Association. Otherwise, the allegations shall be dismissed and no action taken. This written notice shall summarize the allegations in sufficient detail to allow the individual concerned an opportunity to respond, and shall advise the individual concerned of the right to be represented by the Association and that he/she should contact the Association before responding.

52.04 The formal investigation process commences when the individual named in the allegations has received this written notice. An Employee, who is an authorized representative of the Association shall be present at any meeting or hearing involving the individual named in the allegations during the course of the formal investigation. Any statements made by the individual named in the allegations during informal discussions outside of these meetings or hearings shall be strictly without prejudice.

52.05 The President or designate shall investigate the allegations promptly, fairly, judiciously and in a confidential manner, ensuring that the individual named in the allegations has adequate opportunity to know any evidence presented and to respond to that evidence.

52.06 Any discipline imposed on an Employee for fraud or misconduct in research shall be subject to Article 42 and grievable and arbitrable under Article 41. In the event that the disciplinary action is not upheld in the grievance or arbitration procedure, at the Employee's request all reference to the allegations shall be removed from his/her Official File. The University shall retain these documents in a confidential file, which upon reasonable notice, shall be accessible to the individual and the Association.

Article 53A COMMUNICATIONS (Faculty Members)

Chairs (and Deans in non-departmental Faculties) shall meet with each tenured Faculty Member in their Department (or Faculty) at least every two (2) years to discuss informally that Faculty Member's professional plans for the next two (2) years and that Faculty Member's self evaluation of their performance of their professional responsibilities (reflecting the Faculty Member's responsibilities as set out in Article 16A and 19A) since their last meeting with the Chair (or Dean, as appropriate). To guide these discussions, the Faculty Member shall make a written submission. The Chair or Dean shall provide a written response to the member's submission, and the member shall be given the opportunity to reply to the response. The Chair shall advise the Dean of the status of discussions with the Faculty Member. Each year the Chair shall discuss with the Dean the performance of all Faculty Members who have made submissions.

To fulfill the intent of this Article, Deans in departmentalized Faculties shall meet with each Chair for similar discussions at least every two (2) years reflecting also the duties of Chairs as set out in Article 18A.

These discussions shall be informal and shall not lead to any entry in the Faculty Member's Official File (Article 26). It is recognized that this informal process is separate from the disciplinary process of Article 42 and the performance review process of Article 43. Both parties will keep a copy of the correspondence, and it will be placed in the Official File only if a review under Article 43 occurs or if the member requests that the correspondence be placed in the file.

Article 53B COMMUNICATIONS (Instructors)

Chairs (and Deans in non-departmental Faculties) shall meet with each tenured Instructor in their Department (or Faculty) at least every two (2) years to discuss informally that Instructor's professional plans for the next two (2) years and that Instructor’s self evaluation of their performance of their professional responsibilities (reflecting the Instructor's responsibilities as set out in Article 16B and 19B) since their last meeting with the Chair (or Dean, as appropriate). To guide these discussions, the Instructor shall make a written submission. The Chair or Dean shall provide a written response to the member’s submission, and the member shall be given the opportunity to reply to the response. The Chair shall advise the Dean of the status of discussions with the Instructor. Each year the Chair shall discuss with the Dean the performance of all Instructors who have made submissions.

These discussions shall be informal and shall not lead to any entry in the Instructor's Official File (Article 26). It is recognized that this informal process is separate from the disciplinary process of Article 42 and the performance review process of Article 43. Both parties will keep a copy of the correspondence, and it will be placed in the Official File only if a review under Article 43 occurs or if the member requests that the correspondence be placed in the file.

Article 53C COMMUNICATIONS (Librarians and Archivists)

Department Heads or Director shall meet each tenured Librarian and tenured Archivist in their Department (or Library) at least every two (2) years to discuss informally that Librarian or Archivist’s professional plans for the next two (2) years and that Librarian's or Archivist’s self-evaluation of their performance of their professional responsibilities (reflecting the Librarian's or Archivist’s responsibilities as set out in Article 16C and 19C) since their last meeting with the Department Head (or Director, as appropriate). To guide these discussions, the Librarian or Archivist

shall make a written submission. The Department Head or Director shall provide a written response to the member's submission, and the member shall be given the opportunity to reply to the response. The Department Head shall advise the Director or Dean or Vice-President (Saint John) as appropriate, of the status of discussions with the Librarians and Archivists. Each year the Department Head shall discuss with the Director or Dean or Vice-President (Saint John), as appropriate, the performance of all Librarians and Archivists who have made submissions.

To fulfil the intent of this Article, the **Dean** of Libraries, Dean of Law or the Vice-President (Saint John) as appropriate, shall meet with each Department Head for similar discussions at least every two (2) years reflecting also the duties of Library Department Heads as set out in Article 18B.

These discussions shall be informal and shall not lead to any entry in the Librarian or Archivist's Official File (Article 26). It is recognized that this informal process is separate from the disciplinary process of Article 42 and the performance review process of Article 43. Both parties will keep a copy of the correspondence, and it will be placed in the Official File only if a review under Article 43 occurs or if the member requests that the correspondence be placed in the file.

Article 53D COMMUNICATIONS (Nurse Clinicians)

Chairs (and Deans in non-departmental Faculties) shall meet with each tenured Nurse Clinician in their Department (or Faculty) at least every two (2) years to discuss informally that Nurse Clinician's professional plans for the next two (2) years and that Nurse Clinician's self-evaluation of their performance of their professional responsibilities (reflecting the Nurse Clinician's responsibilities as set out in Article 16D and 19E) since their last meeting with the Chair (or Dean, as appropriate). To guide these discussions, the Nurse Clinician shall make a written submission. The Chair or Dean shall provide a written response to the member's submission, and the member shall be given the opportunity to reply to the response. The Chair shall advise the Dean of the status of discussions with the Nurse Clinician. Each year the Chair shall discuss with the Dean the performance of all Nurse Clinicians who have made submissions.

These discussions shall be informal and shall not lead to any entry in the Nurse Clinician's Official File (Article 26). It is recognized that this informal process is separate from the disciplinary process of Article 42 and the performance review process of Article 43. Both parties will keep a copy of the correspondence, and it will be placed in the Official File only if a review under Article 43 occurs or if the member requests that the correspondence be placed in the file.

Article 54 ACADEMIC MISSION

54.01 The Parties recognize that the different professional responsibilities and workloads of Faculty Members, Instructors, Librarians, Archivists and Nurse Clinicians contribute to the academic mission of the University. The Parties are committed that any changes from the historical academic mix shall respect collegial governance procedures.

Article 55 WORKPLACE HARASSMENT

55.01 The Parties agree that Members of the Bargaining Unit have a right to and an obligation to contribute to the creation of a work environment free of harassment. Behaviour which serves no legitimate work purpose and which the instigator knows, or ought reasonably to know, has the effect of creating an intimidating, humiliating,

hostile or offensive work environment constitutes workplace harassment. Examples of behaviour which constitute workplace harassment include but are not limited to: intimidation, coercion, physical assault, vexatious or malicious comment, or the abuse of power, authority or influence. The reasonable exercise of administrative authority does not of itself constitute harassment.

55.02 Procedures for the treatment of complaints of workplace harassment shall include:

(a) an informal process for attempting to resolve the complaint;

(b) a process for filing a formal complaint if informal attempts at resolution have failed;

(c) a process for formally investigating, dealing with, and remedying such formal complaints.

In administering these procedures, the University shall make every reasonable attempt to act upon a complaint promptly, fairly, judiciously and with due regard for confidentiality.

55.03 The Parties agree that workplace harassment may be the subject of discipline. Any discipline imposed on an Employee for workplace harassment shall be subject to Article 42 and grievable and arbitrable under Article 41.

Article 56 PRIVACY AND SECURITY OF PERSONAL AND PROFESSIONAL COMMUNICATION AND INFORMATION

Reasonable Expectation of Privacy

56.01 Electronic and non-electronic data management and information services are provided to Employees by the University of New Brunswick in order to assist them in the performance of their professional responsibilities as defined by this Collective Agreement. The University of New Brunswick recognizes that Employees have a reasonable expectation of privacy in the contents of their communications and the contents of their offices and will act in good faith to respect that expectation. The University will not examine or disclose such private information without consent of the employee or just cause. The University will not disclose the information to a third party without consent of the employee unless it is for use in a disciplinary or criminal investigation or has been the subject of a subpoena served on a representative of the University. Authorization to examine personal data or private information of an Employee without permission of the Employee will require the approval of the Vice-President Fredericton (Academic), or Vice-President (Saint John), or the President.

Notice Requirements

56.02 With respect to an examination or disclosure without consent under 56.01, the University shall notify the Employee and AUNBT no later than ten (10) days after any such activity, or such longer period of time as may be required due to ongoing criminal or statutory investigation by a third party that could be jeopardized by such notification. The notification shall include sufficient information to allow the Employee and AUNBT to understand the circumstances requiring the examination or disclosure.

With respect to requests for information under any access to information legislation that requires the University to contact an Employee to request information contained in his/her communications or office, the University shall immediately notify the Employee and AUNBT of the request. The University will provide AUNBT with

sufficient information to enable it to represent the Employee. If the AUNBT representative(s) being provided such information are not UNB employees, such AUNBT representative(s) may (depending on the information) be required to enter into an information sharing confidentiality agreement. The University will not oppose an attempt by AUNBT to be third party intervener in any proceedings related to the request.

Protection of Information

56.03 Recognizing the limits inherent in all systems, the University of New Brunswick shall maintain a system of internal controls and procedures designed to provide reasonable assurance that information systems established and supported by the University of New Brunswick are secured against loss, unauthorized use/access/ destruction/modification.

Surveillance

56.04 Notwithstanding Article 56.01-.03, surveillance shall be governed by the memorandum of Understanding on Surveillance of Employees.

Article 57 ACCESSIBILITY AND ACCOMMODATION OF EMPLOYEES WITH DISABILITIES

Commitment

57.01 The Parties recognize that employees with disabilities have a right to reasonable accommodation and that the duty to accommodate is a tripartite responsibility requiring the active participation of the University of New Brunswick, the disabled employee and the Association of University of New Brunswick Teachers. The duty to provide reasonable accommodation extends to the point of undue hardship which must be defined on a case-by-case basis taking into consideration all relevant factors.

57.02 The Parties are committed to collaborating in efforts to improve the working and learning environment for Employees with disabilities. In particular, the Parties seek to ensure that no systemic discrimination or barrier to the full participation of persons with disabilities exist or arise at the University of New Brunswick. Furthermore, the Parties are committed to the identification and removal of artificial barriers to the selection, hiring, promotion and development of persons with disabilities.

57.03 It is the responsibility of a disabled Employee requiring accommodation to self-identify to his/her Dean. It is the responsibility of the Dean to consult with Human Resources and Organizational Development and to obtain approval from his/her Vice-President during the creation and drafting of an accommodation plan.

Accessibility and Accommodation Committee

57.04 There shall be an Accessibility and Accommodation Committee, consisting of three (3) members appointed by the Association and three (3) members appointed by the University. The Committee shall meet at least four (4) times per year or within ten (10) days of a written request by either Party.

57.05 The Accessibility and Accommodation Committee shall serve as the vehicle by which discussions between the Parties concerning the development, implementation and monitoring of accessibility initiatives can take place. The Accessibility and Accommodation Committee shall report annually to the Parties on its activities.

APPENDIX A

PROVINCE OF NEW BRUNSWICK

INDUSTRIAL RELATIONS BOARD

IN THE MATTER OF THE INDUSTRIAL RELATIONS ACT

AND IN THE MATTER OF AN APPLICATION FOR CERTIFICATION

BETWEEN:

The Association of University of New Brunswick Teachers

Applicant,

- and -

The University of New Brunswick
FREDERICTON, New Brunswick

Respondent,

- and -

The University of New Brunswick Law Faculty Association

Intervener,

- and -

The University of New Brunswick Engineering and Forestry Faculty Association

Intervener.

WHEREAS an application bearing date January 12, A. D. 1978, for certification as bargaining agent for a unit of employees of The University of New Brunswick, Fredericton, New Brunswick, has been made by a trade union, namely, The Association of University of New Brunswick Teachers, to the Industrial Relations Board under the Industrial Relations Act;

AND WHEREAS, pursuant to the said application and after hearing the representations of the interested parties at hearings on February 15 and 16, 1978; March 16, 1978; September 18, 19, 20, 21 and 22, 1978; and September 25, 1978, the Board has determined that the Applicant is a trade union and has determined the unit to be appropriate for collective bargaining and directed that a vote be taken to determine the wishes of the employees concerned;

AND WHEREAS, pursuant to the said application, a Representation Vote was held on March 7, 8 and 9, 1979, and March 12 and 13, 1979, on the campuses of the University of New Brunswick at Fredericton and Saint John;

AND WHEREAS Statements of Desire were received by the Board within the prescribed period set out in the Notice of Report of Returning Officer from the Respondent, the University of New Brunswick Engineering and Forestry Faculty Association, Employees of the School of Computer Science and an individual from the Saint John campus;

AND WHEREAS a further hearing was held on March 30, 1979, to hear representations of the parties present;

AND WHEREAS the Board finds that the Faculty Members of the School of Computer Science and the Grant Holders are full-time employees of the University of New Brunswick and were included in the bargaining unit described and, therefore, eligible to cast ballots in the vote;

AND WHEREAS, the Board further finds that the Members of the Fredericton and Saint John Budget Committee were not excluded from the bargaining unit and were, therefore, eligible to vote;

AND WHEREAS no evidence was presented nor submissions made to the Board with respect to the Statement of Desire filed by The University of New Brunswick Engineering and Forestry Faculty Association;

AND WHEREAS the final result of the vote is:

NO. OF ELIGIBLE VOTERS.....517

NO. OF VOTES CAST.....485

NO. VOTING YES.....309

NO. VOTING NO 175

NO. OF SPOILED BALLOTS..... 1

NOW, THEREFORE, it is hereby ordered by the Industrial Relations Board that The Association of University of New Brunswick Teachers be and IT IS HEREBY CERTIFIED TO BE THE BARGAINING AGENT for:

"ALL PERSONS EMPLOYED IN FULL-TIME TEACHING OR RESEARCH OR EMPLOYED AS LIBRARIANS AT THE UNIVERSITY OF NEW BRUNSWICK AT ITS CAMPUSES IN FREDERICTON AND SAINT JOHN, NEW BRUNSWICK, SAVE AND EXCEPT DEANS, ASSOCIATE OR ASSISTANT DEANS, THOSE ABOVE THE RANK OF DEANS, THE UNIVERSITY LIBRARIAN, FACULTY MEMBERS WHO ARE MEMBERS OF THE BOARD OF GOVERNORS AND THOSE EXCLUDED BY THE INDUSTRIAL RELATIONS ACT.

NOTE: THE UNIT DESCRIBED IS INTENDED TO INCLUDE THE DEAN OF STUDENTS AND DIRECTORS."

ISSUED at Fredericton, New Brunswick, this 30th day of March, 1979, by the Industrial Relations Board and signed by its Chairman.

Weldon Graser.....

WELDON GRASER, Q. C.
CHAIRMAN
INDUSTRIAL RELATIONS BOARD

I. R. B. 1-2-78

PROVINCE OF NEW BRUNSWICK

INDUSTRIAL RELATIONS BOARD

IN THE MATTER OF THE INDUSTRIAL RELATIONS ACT

AND IN THE MATTER OF AN APPLICATION MADE PURSUANT TO SECTION 22(1) (C) OF THE ACT

BETWEEN:

University of New Brunswick
FREDERICTON, New Brunswick

Applicant,

- and -

Association of University of New Brunswick Teachers (A.U.N.B.T.)

Respondent.

WHEREAS an application bearing date June 15, A.D. 1981, has been made to the Industrial Relations Board pursuant to Section 22 (1) (c) to the Industrial Relations Act, being c. I-4, R.S.N.B. 1973, for the exclusion of the classifications of Dean of Students and Director of the Computer Centre from the bargaining unit now represented by Association of University of New Brunswick Teachers (A.U.N.B.T.);

AND WHEREAS, pursuant to the said application and after hearing the representations of the interested parties, the Board is satisfied that the classifications of Dean of Students and Director of the Computer Centre should be excluded from the bargaining unit as described in Certification Order I.R.B. 1-2-78;

NOW, THEREFORE, pursuant to Section 22(1)(c) of the Industrial Relations Act, the Board does hereby GRANT the Application of University of New Brunswick, Fredericton, New Brunswick, and amends the Certification Order I.R.B. 1-2-78, to exclude the specific classifications of Dean of Students and Director of Computer Centre. The Board's REASONS FOR DECISION are attached.

AND NOW, THEREFORE, the description of the bargaining unit will now read as follows:

"ALL PERSONS EMPLOYED IN FULL-TIME TEACHING OR RESEARCH OR EMPLOYED AS LIBRARIANS AT THE UNIVERSITY OF NEW BRUNSWICK AT ITS CAMPUSES IN FREDERICTON AND SAINT JOHN, NEW BRUNSWICK, SAVE AND EXCEPT DEANS, ASSOCIATE OR ASSISTANT DEANS, THOSE ABOVE THE RANK OF DEAN, THE UNIVERSITY LIBRARIAN, DIRECTOR OF THE COMPUTER CENTRE, FACULTY MEMBERS WHO ARE MEMBERS OF THE BOARD OF GOVERNORS AND THOSE EXCLUDED BY THE INDUSTRIAL RELATIONS ACT.

NOTE: THIS UNIT DESCRIBED IS INTENDED TO INCLUDE ALL OTHER DIRECTORS.

ISSUED at Fredericton, New Brunswick, this 11th day of December, 1981, by the Industrial Relations Board and signed by its Chairman.

.....
WELDON GRASER, Q.C.
CHAIRMAN
INDUSTRIAL RELATIONS BOARD

I. R. B. 10A-8-81

Appendix B COMPULSORY **RELEASE FROM EMPLOYMENT** FOR EMPLOYEES WITH LONG TERM DISABILITIES

Introduction

Consistent with human rights obligations and the principles of accommodation, it is **recognized that** Employees **may be released from employment after they** have been absent from their work for an extended period of time, without a good prognosis for return to work within a reasonable period of time.

Whereas this principle has been recognized for some time, the time limits **and assessments** involved have not previously been defined.

Policy

1. Compulsory **release from employment** of Employees with long term disabilities **routinely** occur**s** thirty months (two and one-half (2½) years) after commencement of the disability. **Two and one half (2½) years represents the initial six (6) month sick leave under 32D and two (2) years of long-term disability (LTD) benefits. At the option of the Employer, compulsory release may occur after (a) two (2) years of LTD benefits and (b) a medical assessment by the LTD provider showing that the individual is totally disabled from any occupation and has no good prognosis for return to work within a reasonable period of time.**

2. **Earlier release from employment may be considered** prior to two and one-half (2½) years after the commencement of the disability **if there is** a medical prognosis by the employee's personal physician**,** a physician appointed or approved by UNB, **or the LTD provider's medical assessments,** indicating that the employee will not be able to return to work before the end of the two and one-half (2½) year period. **Such potential earlier release of Employees with long term disabilities shall be taken in consultation with Human Resources & Organizational Development, the AUNBT and the relevant Dean subject to approval of the respective campus Vice-President.**

3. **Employees shall be paid out any retirement allowance under Article 35.02 when they are released from employment in accordance with this policy, if they have accrued sufficient service.**

4. Employees **released** under this policy will receive special consideration with regard to UNB employment opportunities, should they be able to return to work at a later date **and a position that they are qualified and able to perform is available**.

5. **Persons who have had their employment released under this Appendix will continue to have access to** benefits, such as group life, and group health insurance, **so long as they remain eligible under the terms of the benefit plans,** in the period after compulsory **release of employment**, for as long as eligibility for disability **benefits** continues. This will be on a premium payment basis, unless he/she qualifies for a waiver of premium.

NOTE 1:

This policy is consistent with the University's **Long Term Disability Benefit p**lan, which provides **a disability benefit** for Employees who are **prevented from performing** the **essential** duties of their own occupation **during the** six (6) month **qualification period and the two (2) years immediately following the six (6) month qualification period.** After **the** two (2) years **and six (6) months have passed, disability benefits are paid if employees are unable to perform the essential duties for any occupation for which the employee is qualified, or may reasonably become qualified, by training, education**

or experience. If the Employee is not eligible for benefits under that test, the **E**mployee may be required to assume **another available** occupation **at UNB** which he/she can **perform.**

June 15, 2016

1. MOU Concerning Association Service

Memorandum of Understanding

Between

The University Of New Brunswick (UNB)

and

The Association Of University of New Brunswick Teachers (AUNBT)

Subject: Collective Agreement Article 7, Concerning Association Service

For the purposes of interpreting Article 7 (Association Service) the Parties agree that:

(a) Where an Employee is to be absent from the University for purposes of Association service, the Employee shall make, in advance, in consultation with his/her Chair, satisfactory arrangements to meet scheduled duties subject to approval of these arrangements by the Dean or Dean of Libraries. Confirmation of these arrangements will be sent to the Association by the Employee and the Association shall verify to the Dean that the Employee is a duly authorized representative of the Association.

(b) The Employee's salary and benefits will be maintained by the University.

(c) The Association will be responsible for any travel and maintenance costs incurred by the Employee.

Dated this 2nd day of August, 1983.

For the Association

For the University

2. MOU Impact of Technology

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

and

The University of New Brunswick (UNB)

Subject: Impact of Technology

The Parties agree to extend the mandate of a Joint Committee, for the period of time during which the current collective agreement is in effect, to consider and make recommendations to the Parties on issues related to the use of new technologies (such as, but not limited to, the internet, World Wide Web, audiographics and video conferencing) in the delivery of the programs of the University including teaching, research and administration.

The Joint Committee shall consist of two (2) co-chairs, one (1) appointed by each party, in addition to three (3) other persons appointed by the University of New Brunswick and three (3) other persons appointed by the Association of University of New Brunswick Teachers. The Joint Committee shall determine its own procedures, and shall report to the Parties each December 31.

The Joint Committee will make specific recommendations on:

- changes (if any) to the Collective agreement provisions concerning workload, criteria for promotion and tenure, patents and copyright, stipends and any other matters which the Committee deems appropriate;
- changes (if any) to the University policies related to the use of new technologies.

Dated this 16th **day of** December, 2002

For the Association **For the University**

3. MOU Assessment of Teaching Competence (Article 25D.06 (a))

Memorandum of Understanding

Between

The Association of University of new Brunswick Teachers (AUNBT)

And

The University of New Brunswick (UNB)

Subject: Assessment of Teaching Competence (Article 25D.06(a))

The Parties agree to form a Joint Committee, within 30 days of the signing of this Collective Agreement, to consider and make recommendations to the Parties on issues related to the assessment of teaching competence.

The Parties agree that it is desirable to employ fair and accurate mechanisms for the assessment of teaching competence as part of the overall assessment of a Faculty Member's academic competence as part of the overall assessment of a Faculty Members' academic competence in the dissemination of knowledge. The Parties have agreed on an established list of 13 criteria to assess teaching competence currently identified in Article 25D.06(a). Nevertheless, the Parties seek to identify and agree upon means of enhancing the quality of the documentary evidence related to assessment of academic competence in the dissemination of knowledge.

The joint Committee shall consist of two co-chairs, one appointed by each party, in addition to three (3) other persons appointed by the University of New Brunswick and three (3) other persons appointed by the Association of University of new Brunswick Teachers. The Joint Committee shall consult stakeholders (including students) and person knowledgeable in the field of assessment of teaching, but otherwise it shall determine its own procedures. The Committee shall report to the parties by June 30, 2006 or such later date as the Parties may mutually agree.

The Joint Committee will make recommendations on:

- Mechanisms (if any) that may be adopted to improve the assessment of Faculty Members' teaching competence as part of the overall assessment of academic competence in dissemination of knowledge; and

- Changes (if any) to the Collective Agreement provisions governing the assessment of teaching competence as part of the overall assessment of academic competence in the dissemination of knowledge.

Dated this 1ST day of June, 2005

Brie Storr
For the Association

For the University

4. MOU Renaissance College Assessment Committee

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

and

The University of New Brunswick (UNB)

Subject: Renaissance College Assessment Committee

The Parties agree that Renaissance College will have a College Assessment Committee the composition of which shall be as determined by a motion at a formal meeting of the Renaissance College Faculty Council[1] providing that:

1. The Dean of Renaissance College shall convene and chair the committee; and

2. The Committee may sit as a Committee of the Whole in which case the quorum shall be three-quarters (¾) of the committee with upward rounding; or

3. The Committee may consist of five (5) elected Renaissance College Faculty Members or Instructors in which case the quorum shall be four (4) members.

The Parties also agree that appointments to Renaissance College requiring a second level of recommendation shall be referred to the Inter-Faculty Assessment Committee composed of the Faculties of Nursing, Education and Law (Article 25A.05(i)(a)). In these cases, the Dean of Renaissance College shall convene and chair the IFAC and a Faculty Member from Renaissance College, who is also a member of the AUNBT bargaining unit, shall be elected by the Renaissance College Faculty Council to be a member of the IFAC.

In years when Renaissance College has candidates for assessment for probation, tenure or promotion, the Dean and the elected Faculty Member shall be full members of the Nursing/Education/Law IFAC for that year.

Dated this 1st day of June, 2005

For the Association

For the University

[1] For purposes of this MOU, Renaissance College's Faculty and Faculty Council shall include all who hold an academic appointment at UNB who have been appointed or cross-appointed to Renaissance College, including individuals who have been excluded from the AUNBT bargaining unit.

5. MOU Fringe Benefits Costs

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers
(AUNBT)

And

The University of New Brunswick

Subject: Fringe Benefits Costs

The Parties reaffirm their commitment to continue the past practice of Exploring cost containment initiatives through the Fringe Benefits Review Committee Process.

Dated this 21th day of July, 2005

For the Association

For the University

6. MOU Economic Adjustment Article (36B.07)

Between

The Association of University of New Brunswick Teachers (AUNBT)

and

The University of New Brunswick (UNB)

Subject: Economic Adjustment Article 36B.07

The Parties agree within one (1) year of the signing of this Collective Agreement to form a Joint Committee to review the ongoing status of UNB salaries with the comparison group referred to in 36B.07.

The Joint Committee shall consist of two (2) co-chairs, one (1) appointed by each party, in addition to two (2) other persons appointed by the University of New Brunswick (UNB) and two (2) other persons appointed by the Association of University of New Brunswick Teachers (AUNBT).

The Joint Committee shall report to the Parties annually by February 1st.

Dated this 12th day of January, 2006

For the Association

For the University

7. MOU External Assessment (Article 25D.05)

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

and

The University of New Brunswick (UNB)

Subject: External Assessment (Article 25D.05)

For the purposes of external assessments as prescribed by Article 25D.05 of the Collective Agreement, the method of determining the documentary evidence to be used in assessment for promotion to the rank of Professor for the life of the Collective Agreement, shall be as follows:

The Dean and the Faculty Member shall together determine the documentary evidence to be sent to the external assessors. In so doing, the Dean and the Faculty Member should consider, but are not limited to, examples of published works, curriculum vitae, application for promotion letter, student opinion surveys, the teacher dossier or other relevant teaching material, and any other documentary evidence that the parties consider relevant. Evidence of such agreement shall be in writing.

Where the Dean and the Faculty Members are unable to agree on the documentary evidence to be sent to the external assessor, the following documents, as prescribed in Article 25B.05 shall be sent:

Article 25B.05(i)

a) a copy of the Official File of the Employee;

b) a written statement by the Employee to the Dean by any applicable deadline as set out elsewhere in this Agreement that provides a description, with appropriate reference to the documentation, of how his or her record satisfies the criteria set out in the relevant articles of the Collective Agreement;

c) any other relevant documentary evidence, which may include a teaching portfolio, submitted to the Dean by the Employee on or before any applicable deadline as set out elsewhere in this Agreement;

d) any other relevant documentary evidence which has been provided by the Dean. The Employee will be provided a copy of any such evidence at the time of its introduction.

It is understood that the Faculty Member will be responsible for providing the Dean with one (1) copy of any material in items b) and c).

Dated this 2nd day of February, 2006.

For the Association

For the University

8. MOU Graduate Training and Supervision

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

and

The University of New Brunswick (UNB)

Subject: Graduate Training and Supervision

The Parties have a joint and ongoing interest in understanding the different factors which may influence workload assignment as noted in Articles 19A.05 and 19B.05.

The Parties recognize that these factors may be affected by:

- the plan for implementation of the Graduate School of New Brunswick,
- the creation and expansion of interdisciplinary graduate programs,
- supervision of students undertaking instructional duties under article 10.01.b,
- the enhancement of high quality postgraduate programs, and
- potential changes in the balance of graduate and undergraduate instruction.

The Parties agree to form a Joint Committee within 30 days of the signing of this Collective Agreement to consider and make recommendations to the Parties on graduate training and supervision. The mandate of the Joint Committee shall include, but not be limited to:

1. reviewing and collecting data regarding the implementation and impact of new graduate programs, including the Graduate School of New Brunswick; and

2. investigating the practices currently in place at the Graduate Academic Unit level for allocating and recognizing the work of Faculty Members in delivering graduate training, supervising graduate research and thesis preparation, and participating in assessment and examinations of graduate students.

The Joint Committee shall consist of two (2) co-chairs, one (1) appointed by each party. The Committee shall further consist of two (2) other persons appointed by UNB, and two (2) other persons appointed by AUNBT. The appointments shall take into account the need for bi-campus representation. The Committee shall determine its own procedures and report to the Parties within one (1) year of its creation or such later date as the Parties may mutually agree.

Article signed off:

Date: 2009 July 7 Time: 4:53 pm

UNB AUNBT

9. MOU Multi-Campus Relationship

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

and

The University of New Brunswick (UNB)

Subject: Multi-Campus Relationship

The Parties affirm the following:

1. UNB is a multi-campus University, wherein each campus serves the mission of UNB as a national university and contributes to the social, cultural, and economic life of the province.

2. The two (2) main campuses, in Fredericton and Saint John, are integral components of a single institution.

3. All Employees, regardless of the campus at which they work, are employees of UNB.

4. Universities are best able to meet their responsibilities to society when the academic freedom of their individual members and the autonomy of the institutions themselves are preserved.

Article signed off:

Date: 2009 July 28 *Time:* 11:58 am

UNB AUNBT

10. MOU Teaching Apprenticeship for Graduate Students

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

And

The University of New Brunswick (UNB)

Subject: Teaching Apprenticeship for Graduate Students

The Parties agree that teaching apprenticeships provide a positive learning experience for graduate students. Various departments and faculties have developed formal programs for this purpose and the Parties agree that these programs should be encouraged.

In order to allow time for the development of teaching apprenticeship programs within additional departments and faculties, the Parties agree to create a joint committee that will:

(a) examine existing teaching apprenticeship programs, regulations and practices,

(b) develop guidelines for introducing and maintaining teaching apprenticeship programs, and

(c) make other recommendations the committee deems appropriate.

This committee shall consist of two (2) co-chairs, one (1) appointed by each of the Parties, in addition to two (2) other persons appointed by each of the Parties. The co-chair and one (1) of the two (2) persons appointed by each of the parties shall be full-time employees, and the other persons may be part-time Contract Academic Instructors or full-time Employees. The joint committee membership shall take into account the need for bi-campus representation. This Joint Committee shall determine its own procedures and shall report to the Parties annually. Their work shall be complete two (2) years after the signing of this Collective Agreement.

During the term of this Memorandum of Understanding, the Dean of Graduate Studies may approve the assignment of a course to a graduate student if s/he is satisfied that the graduate student will receive appropriate full-time Employee supervision for his/her teaching under the requirements of Article 10.01 (b) of this Collective Agreement.

Article signed off:

Date: 2009 Sep. 25 Time: 10:00am

UNB AUNBT

11. MOU Community Partnerships

Memorandum of Understanding

Between
The Association of University of New Brunswick Teachers (AUNBT)
and
The University of New Brunswick (UNB)

Subject: Community Partnerships

The Parties agree that university education is normally best provided by employees who are fully engaged in all aspects of teaching, research, and service. However, the Parties agree that it can be beneficial to students, faculty and the University to engage community partners to offer unique and/or applied learning experiences;

The Parties agree that, notwithstanding Article 10.01(d), the University may enter into agreements with community partners for the delivery of undergraduate or graduate courses with the following conditions:

(a) The AUNBT is provided at least 60 days' notice prior to the University entering into an agreement;

(b) The course or any substantially similar course has not been offered in the last 5 years;

(c) The new course content is predominantly applied and/or involves the utilization of equipment, skills or expertise not available at the University;

(d) The new course offering will not negatively affect full-time or part-time faculty complements;

(e) Contract Academic Instructors teaching such courses shall be members of the Contract Academic bargaining unit and shall be paid in accordance with the part-time collective agreement;

(f) If expressly set out in the agreement, such new courses will not be subject to the posting requirements of the part-time collective agreement for the first three (3) instances in which a course is taught;

(g) Any such new courses shall be approved by the appropriate department(s), faculty council(s), GAU(s), and Senate(s); and

(h) Agreements under this MOU shall be limited to a duration of five (5) years after which collegial approval under (g) must be re-initiated.

Article signed off:

Date: 2009 Oct. 21 Time: 2:24

UNB AUNBT

12. MOU Discipline Guidelines

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

And

The University of New Brunswick (UNB)

Subject: Discipline Guidelines

Principles

The Parties agree that it is in the interest of good labour relations that these guidelines have been developed. These guidelines are intended to provide a fair process for the informal non-disciplinary and disciplinary dispute resolution.

The Parties agree to adopt the following principles:

1. It is a good practice to resolve disputes, issues or problems (collectively referred to as “Disputes”) by way of the informal non-disciplinary process.

2. Discipline will not normally be assessed until a matter has been investigated as per these guidelines. For Disputes the University considers serious, an Employee may be required not to attend work pending investigation. Normal pay and benefits shall continue and this will not be considered discipline. While an Employee is off work with pay pending investigation the Employee must contact the Dean as directed and be accessible. The University reserves the right to suspend an Employee without pay in exceptional circumstances.

3. During the informal non-disciplinary dispute resolution process, an Employee may, upon request, have union representation. During a disciplinary investigation, an Employee shall be informed of the right to union representation.

4. During the informal non-disciplinary process where, in the opinion of the University, it would be prejudicial to disclose the identity of the complainant or documents identifying the complainant, such disclosure shall not be made and the complainant shall remain anonymous. Upon request, the union’s grievance officer may be provided with the name of the complainant on condition the union’s grievance officer agrees in writing not to disclose the name of the complainant to anyone, including the Employee, except as provided by law.

5. During a formal discipline investigation as per Article 26 no anonymous documents or materials shall be kept in the official file or submitted in evidence in any formal decision or action involving an Employee.

6. Prior to discipline being assessed, the Employee will be interviewed at least once. Prior to the interview, the Employee and the AUNBT will also be provided with the substance of the allegations, including reference to the appropriate articles of the Collective Agreement, any documentary evidence to be relied upon by the University and the names of any witnesses. The Employee, in this meeting, will have the opportunity to respond to allegations, verbally or in writing, and provide the names of any witnesses that the Employee believes might be able to provide

further evidence. In the case where the Employee provides the names of further witnesses, the University will interview such witnesses if available and practical.

7. The representatives of the University participating in the investigation will act fairly and will maintain confidentiality during the investigation. The AUNBT shall maintain confidentiality during the investigation process; however, such confidentiality shall not inhibit the AUNBT, Employee or the University from conducting the investigation, seeking counsel or making disclosures as required by law. In the event the Employee makes a public statement about the investigation or any matter relating to the investigation which becomes commonly known, the University shall have the right to respond to these public statements.

8. The University and AUNBT will provide joint training to the appropriate University representatives and the appropriate AUNBT representatives for the implementation of these guidelines.

9. At any time the Parties may agree to a neutral fact-finding process.

10. This Memorandum of Understanding contains guidelines to assist the parties and is not intended to replace, modify or diminish the rights and obligations contained in the Collective Agreement.

Informal Non-Disciplinary Process

1. The appropriate University representative, who is the Vice-President or Dean, may take steps to attempt to resolve the Dispute. This resolution may include or require:

   a. making contact with the Employee to provide an opportunity to respond and/or to resolve the Dispute;

   b. taking non-disciplinary steps to resolve the Dispute;

   c. where appropriate, arranging mediation should mediation be deemed appropriate by the parties involved in the Dispute;

   d. taking any other steps that would help resolve the Dispute in an informal fashion.

2. When a Dispute is resolved through the informal non-disciplinary process in addition to the above resolutions, the Parties may enter into an agreement which sets out the terms of the resolution. Before entering into such an agreement the Employee shall be advised of the right to consult the AUNBT.

3. The agreement or non-disciplinary counselling letter of expectation shall be retained by all parties but shall not be added to the Employee's official file unless the Employee is involved in a subsequent similar Dispute, in which case the resolution agreement or counselling letter may be referenced in any discipline letter that may be put in the official file.

Formal Disciplinary Guidelines

1. If the Dispute is not resolved or dealt with in the informal non-disciplinary process or where the severity of the allegation warrants, the appropriate University representative will promptly inform the Employee and the AUNBT in writing that a disciplinary investigation has commenced. The Employee and the AUNBT will also be provided with the substance of the allegations, including reference to appropriate

articles of the Collective Agreement, any documentary evidence to be relied upon by the University and the names of any witnesses, and the Employee will be informed of the right to union representation.

It is the intention of the parties that these disclosure guidelines are to help ensure the investigation is complete, the parties have the appropriate information from which to base their decisions and to ensure the process is fair and transparent.

2. The appropriate University representative, who is the Vice-President or Dean, will investigate the allegations expeditiously. The appropriate University representative may have the assistance of the Department of Human Resources and Organizational Development and/or, in exceptional circumstances, any other resources deemed appropriate. The appropriate University representative:

   (a) will conduct an interview with the Employee unless unable to contact the Employee;

   (b) will conduct interviews with any witnesses deemed necessary, if available and practical;

   (c) will interview witnesses identified by the Employee or AUNBT if available and practical;

   (d) will provide the opportunity to the Employee to respond to all allegations and documents to be relied upon by the University before discipline, if any, is assessed provided the Employee is available;

   (e) should a complaint be found to be malicious, make recommendations to mitigate any employment harm or disadvantage suffered by the Employee.

3. If the formal process is conducted by a Dec 23 2009 the results of the investigation may be forwarded to the appropriate Vice-President. The Vice-President will review all the material submitted to him/her and may meet with the Employee to discuss the results of the investigation.

4. The Vice-President will decide on a course of action taking into consideration Article 42.01, the results of the investigation, including the Vice-President's meeting with the Employee should one have occurred. The appropriate University representative, who is the Vice-President, will assess discipline at a discipline meeting involving the AUNBT and the Employee provided the Employee is available. The Vice-President will provide a copy of the disciplinary letter to the Employee and AUNBT, and such letter shall be placed within the Employee's official file.

Article signed off:

Date: Dec 23 2009 *Time:* 3 30 PM

UNB AUNBT

13. MOU Credit in Rank Anomalies

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

and

The University of New Brunswick (UNB)

Subject: Credit in Rank Anomalies

The Parties agree that purpose of the salary structure is to treat Employees fairly. The credit-in-rank component of the salary structure is intended to account for experience that an appointee has acquired prior to being hired and that is applicable to the position being assumed. However, cases have been identified that indicate credit in rank may have been assigned inconsistently.

Hence the Parties agree to create a joint committee with the following objectives:

- To establish terms of reference as to what constitutes a "credit-in-rank anomaly",
- To identify credit in rank anomalies which have arisen since July 1, 2001,
- To identify systemic reasons, if any, for each individual anomaly,
- To recommend to the Parties appropriate means of correcting clearly established anomalies (corrections shall not be retroactive), and
- To make other such recommendations that the committee feels necessary to avoid future credit-in-rank anomalies while recognizing that Faculties can have different criteria for hiring.

Correction of credit in rank anomalies shall take effect on a January 1 or July 1 following their identification. The source of funds for the correction of clearly established anomalies shall be a one-time fund in an amount of $60,000.

This committee shall consist of two (2) co-chairs, one (1) appointed by each of the Parties, in addition to two (2) other persons appointed by each of the Parties. The appointments shall take into account the need for bi-campus representation. This joint committee shall determine its own procedures and shall be complete two (2) years after the signing of this Collective Agreement.

Article signed off

Date: 2010 Jan. 25 *Time:* 5:55 pm

UNB AUNBT

14. MOU Comparable Group of Canadian Universities

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

and

The University of New Brunswick (UNB)

Subject: Comparable Group of Canadian Universities

The parties agree that, for the purposes of collective bargaining, it is important to establish a comparison group of Canadian Universities selected as being similar in size and scope to the University of New Brunswick. It is also important to revise that list periodically in order to ensure the group remains comparable over time.

The parties agree that the University of New Brunswick is and will strive to maintain its status and reputation as a national, comprehensive institution. Comparable Universities to the University of New Brunswick:

- Will offer a similar scope of programs over a wide range of undergraduate and graduate faculties including Professional Faculties,
- Will be institutions of relatively similar size,
- Will have a similar research profile,
- Will be one for which reliable objective data is available, and
- As a group will be geographically representative of such Universities in Canada.

The Universities agreed to be comparable are:

- Memorial
- Dalhousie
- Concordia (*)
- Carleton
- Queen's
- McMaster
- Guelph
- Waterloo
- Windsor
- Manitoba
- Regina
- Saskatchewan
- Simon Fraser
- Victoria

(*) Any use of Statistics Canada data in respect to Concordia, in order to be used, will be adjusted to reflect and compensate for any cautions expressed by Statistics Canada about the data it reports.

Either party may on or before 15 months prior to the expiry of a current collective agreement, submit a request that consideration be given to adding to or subtracting from this list of comparable national comprehensive universities. Any such request will be considered by the Joint Committee on the Economic Adjustment Article 36B.07. The Committee will meet to consider the issue and where it finds there are good and sufficient reasons for so doing, report the recommendation for any change

to the parties. Any such report and recommendation will be made within 6 months of the initial request.

Dated this 12th day of August, 2010

For the Association

For the University

15. MOU Stipends for Canada Research Chairs (Article 17B.03)

Memorandum of Understanding

Between

The University of New Brunswick (UNB)

And

The Association of University of New Brunswick Teachers (AUNBT)

SUBJECT: Stipends for Canada Research Chairs (Article 17B.03)

The Parties recognize that the awarding of Canada Research (CRC) to members of the faculty of the University of New Brunswick, following a process that involves international peer review of both the research record and the research proposal of the candidate, is strong recognition of the international research stature of the recipients and represents a major contribution by the federal funding agencies toward research at the University of New Brunswick. Specifically, Tier 1 Canada Research Chairs must demonstrate that they are internationally recognized leaders in their field. A Tier 1 award brings $200,000 per annum and a Tier 2 award brings $100,000 per annum into the University of New Brunswick to support the research of the CRC holders.

The Parties recognize the common practice across Canada of awarding salary bonuses to recipients of Canada Research chairs and the inclusion in the CRC application of a line in the proposed budget for the “salary, including any bonus”, to be paid to the Canada Research Chair.

The Parties therefore agree to implement a stipend to all current holders of Canada Research Chairs according to the following terms:

Tier 1 Chairs: Beginning on the date of appointment as a Canada Research Chair, a stipend at the rate of 25% of the current salary floor for Assistant Professors will be paid to all Tier 1 Canada Research Chairs;

Tier 2 Chairs: Beginning on the date of appointment as a Canada Research Chair, a stipend at the rate of 12.5% of the current salary floor for Assistant Professors will be paid to all Tier 2 Canada Research Chairs;

Red Circling: In the event that a Canada Research Chair ceases to hold that appointment, for whatever reason, the income (equal to the total of the Faculty Member’s salary plus CRC stipend at the time the Faculty Member ceases to hold the CRC) will be “red circled”. This means that the Faculty Member will continue to receive the same income until such time as the salary of the Faculty Member, determined in accordance with the Collective Agreement, exceeds the income at the time the Faculty Member ceased to hold the CRC, after which the Faculty Member will receive a salary in accordance with the Collective Agreement.

Teaching Load: Canada Research Chairs shall be appointed with “research” designation in accordance with Article 22A.01 of the Collective Agreement. Accordingly, their professional responsibilities will be principally research, scholarly or other creative activities in accordance with Articles 16A.02 and 19A.02. In the event that a Canada Research Chair ceases to hold that appointment, for whatever reason, the appointment will revert that a tenured Faculty Member without “research” designation, and their professional responsibilities and workload will be in accordance with Articles 16A.02 and 19A.02 respectively.

Transition Arrangements: The Parties also agree to the following transition arrangements concerning Canada Research Chairs:

The stipends paid to Canada Research Chairs as set out above will not factor into salary comparisons with other institutions for the purpose of determining competitive adjustments and will not be counted towards Faculty's share of the university budget in any University documentation.

The terms of this Memorandum of Understanding will expire with the current Collective Agreement and may, at the request of either Party, be subject to renegotiation during any negotiations to renew or revise the Collective Agreement or to make a new Collective Agreement.

In the event that a renewed, revised or new Collective Agreement is negotiated between the Parties containing provisions for an increase in salary scales in excess of the Competitive Adjustment specified in the current Collective Agreement, the stipends above may be reduced by any such excess scale adjustment.

Article signed

Date 2013 April 8 *Time* 10:57

UNB *AUNBT*

16. MOU Accountability of Faculty Members

Memorandum of Understanding

Between

The Association of New Brunswick University Teachers (AUNBT)

and

The University of New Brunswick (UNB)

Subject: Accountability of Faculty Members

The Parties have agreed that it would be useful to have a summary of the processes by which UNB Faculty Members are reviewed. Therefore, the following summary has been prepared. Nothing in this memorandum modifies the provisions of the Collective Agreement between the Parties.

1. PERIODIC INTERNAL REVIEWS

Appointment: Typically faculty are hired on a probationary appointment as an Assistant Professor. A successful candidate will have been evaluated by at least four (4) levels of the University including the Department and Chair, if applicable, the Faculty, the Dean, and the appropriate Vice-President(s) [25A.01 and 25B.01]. With the exception of some professional disciplines, candidates are normally expected to have completed the Ph.D. degree.

Probationary Period: The probationary period normally lasts six (6) years. During this period the Assistant Professor submits annual written self-assessments which are discussed with the Chair or Dean [23A.02].

Probationary Review: In the fourth 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 and Chair, if applicable, the Faculty, the Dean, and the appropriate Vice-President(s), [16A, 19A, 25A.01 and 25B.01]. This review may result in termination, the continuation of the probationary appointment for a further two (2) years, or, in outstanding cases, a grant of tenure [23A.05].

Granting of Tenure and Promotion to Associate Professor: Normally the Faculty Member receives a probationary review in the fourth year and if successful, the probationary period is extended by two (2) years. During the sixth year, the Faculty Member is assessed for tenure with a review of the Faculty Member's performance in teaching, research, scholarly and creative activities, and academic service by several levels of the University including the Department and Chair, if applicable, the Faculty, the Dean, and the appropriate Vice-President(s) [16A, 19A, 25A.07, 25D.03 and 25D.04].

The tenure review may result in a grant of tenure and simultaneous promotion to Associate Professor, or the denial of tenure which results in termination [23.07].

Promotion to Professor: In the sixth year as an Associate Professor, a Faculty Member is automatically considered 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 by several levels of the University including the Department and Chair, if applicable, the Faculty, the Dean, and the appropriate Vice-President(s) [16A, 19A, 25A.07 and 25D.05].

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 (6) years' service a tenured Faculty Member is eligible for a sabbatical 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 Chair (the Faculty for non-departmentalized Faculties), the Dean, and the appropriate Vice-President(s).

2. CONTINUING INTERNAL REVIEW

Teaching: Student opinion surveys of each Faculty Member's teaching during each academic term are placed in the Faculty Member's official file annually. Faculty members are encouraged to develop a teaching dossier.

Research, Scholarly and Creative Activities: A report by each Faculty Member on their research, scholarly and creative activity is submitted annually to the Chair or Dean as part of the University's annual research ranking of each Department or Faculty. Each year Departments (and Faculties without Departments) are ranked according to their research activities and the results are used to determine part of the operating budget of the department (or Faculty).

Curriculum Vitae (CV) Update: Each Faculty Member submits an annual updated CV to the Chair, the Dean, and the appropriate Vice-President(s) for inclusion in the Faculty Member's official file. The CV shows the ongoing academic record of teaching, research and scholarly activity, and academic service.

Workload: Each year the Dean assigns the Faculty Member's workload based on recommendations from the Chair following individual discussions with the Faculty Member on their involvement in research, scholarly and creative activity and academic service in determining the individual teaching load [19A.05]. Such workload may vary from year to year [19A.02].

Professional **Expense Account**: Applications for the use of **PEA accounts** require the approval of the Dean or a designate [50.04].

Merit Awards: Each year the Chairs and the Dean review the performance of individual Faculty Members for recommendation for the provision of a merit award to a small number of outstanding individuals [36A.05].

Outside Professional Activities: The Dean must agree that any outside professional activities are not in conflict with the Faculty Member's professional responsibilities [21A].

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 (2) 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 NSERC, SSHRC, and MRC) 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. PERFORMANCE REVIEW

Chairs (and Deans in non-departmentalized Faculties) shall meet with each tenured Faculty Member in their Department (or Faculty) at least every two (2) years to discuss informally that Faculty Member's professional plans for the next two (2) years and that Faculty Member's self-evaluation of their performance of their professional responsibilities [53A]. In addition to any other performance assessments, the University may annually review the performance of an Employee [43.01].

5. DISCIPLINARY PROCEDURE

The University has the right to invoke a disciplinary process as per Article 42 to deal with conduct and/or performance problems of any Employee, whether tenured or not. Disciplinary sanction may include: withdrawal of Progress Through The Ranks (PTR) [36A.04(b)(iv)]; a written letter of warning which is placed in the Faculty Member's Official File, a suspension without pay; or dismissal [42.01, 42.02 and 43.01].

Proposal signed off:

Date: 2013 July 2 Time: 2:30 pm

UNB AUNBT

17. MOU Accountability of Instructors

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

and

The University of New Brunswick (UNB)

Subject: Accountability of Instructors

The Parties have agreed that it would be useful to have a summary of the processes by which UNB Instructors are reviewed. Therefore, the following summary has been prepared. Nothing in this memorandum modifies the provisions of the Collective Agreement between the Parties.

1. PERIODIC INTERNAL REVIEWS

Appointment: Typically Instructors are hired on a six (6) year probationary appointment. A successful candidate will have been evaluated by at least four (4) levels of the University including the Department and Chair, if applicable, the Faculty, the Dean, and the appropriate Vice-President(s). [25A.01 and 25B.01].

Probationary Period: The probationary period normally lasts six (6) years. During this period the Instructor submits annual written self-assessments which are discussed with the Chair or Dean [23B.02].

Probationary Review: In the fourth year of probation, the Instructor's performance in teaching and academic service is reviewed by several levels of the University including the Department and Chair, if applicable, the Faculty, the Dean, and the appropriate Vice-President(s) [16B, 19B, 25A.01 and 25B.01]. This review may result in termination, the continuation of the probationary appointment for a further two (2) years, or, a grant of tenure and promotion to the rank of Senior Instructor [22B.05, 23B.07] if applicable.

Promotion to Senior Teaching Associate: In the sixth year as a Senior Instructor, the Instructor is automatically considered for promotion to Senior Teaching Associate. The Instructor's performance in teaching, and if applicable research, scholarly and creative work, and academic service since the last promotion is assessed by several levels of the University including the Department and Chair, if applicable, the Faculty, the Dean, and the appropriate Vice-President(s), [16B, 19B, 25A.01 and 25E.04]. The promotion may be granted or denied. Following a denial, a Senior Instructor may re-apply for promotion in any subsequent year.

Applications for Sabbatical Leave: An Instructor may apply for sabbatical leave. The purpose of sabbatical leave is to enhance the contributions of the Instructors to the work of the University by providing opportunities for engaging in activities for the improvement of professional knowledge, educational background and/or the acquisition of higher degrees. Sabbatical leave plans are evaluated by various levels of the University including the Department, the Chair (the Faculty for non-departmentalized Faculties), the Dean, and the appropriate Vice-President(s) as appropriate [25 and 31B].

2. CONTINUING INTERNAL REVIEW

Teaching: Student evaluations of each Instructor's teaching during each academic term are placed in the Instructor's official file annually.

Research, Scholarly and Creative Activities: If applicable, a report by each Instructor on their research, scholarly and creative activity is submitted annually to the Chair or Dean as part of the University's annual research ranking of each Department or Faculty. Each year Departments (and Faculties without Departments) are ranked according to their research activities and results are used to determine part of the operating budget of the department (or Faculty).

Curriculum Vitae Update: Each Instructor submits an annual updated cv to the Chair, the Dean, and the appropriate Vice-President(s) for inclusion in the Instructor's official file. The cv shows the ongoing academic record of teaching, research and scholarly activity, and academic service.

Workload: Each year the Dean assigns the Instructor's workload based on recommendations from the Chair following individual discussions with the Instructor on their involvement in research, scholarly and creative activity and academic service in determining the individual teaching load [19B]. Such load may vary from year to year.

Professional **Expense Account**: Applications for the use of **PEA accounts** require the approval of the Dean or a designate [50.04].

Merit Awards: Each year the Chairs and the Dean review the performance of individual Instructors for recommendation for the provision of a merit award to a small number of outstanding individuals [36A.05].

Outside Professional Activities: The Dean must agree that any professional activities are not in conflict with the Instructor's professional responsibilities [21B].

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 (2) 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 NSERC, SSHRC, and MRC) 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 Instructor 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. PERFORMANCE REVIEW

Chairs (and Deans in non-departmental Faculties) shall meet with each tenured Instructor in their Department (or Faculty) at least every two (2) years to discuss informally that Instructor's professional plans for the next two (2) years and that Instructor's self-evaluation of their performance of their professional responsibilities [53B]. In addition to any other performance assessments, the University may annually review the performance of an Employee [43.01].

5. DISCIPLINARY PROCEDURE

The University has the right to invoke a disciplinary process as per Article 42 to deal with conduct and/or performance problems of any Employee, whether a tenured appointment or not. Disciplinary sanction may include: withdrawal of Progress Through The Ranks (PTR) [36A.04(b)(iv)]; a written letter of warning which is placed in the Instructor's Official File, a suspension without pay; or dismissal [42.01, 42.02 and 43.01].

Proposal signed off:

Date: 2013 July 2 Time: 2:30 pm

UNB AUNBT

18. MOU Accountability of Librarians and Archivists

Memorandum of Understanding

Between

The Association of New Brunswick University Teachers (AUNBT)

and

The University of New Brunswick (UNB)

SUBJECT: Accountability of Librarians and Archivists

The Parties have agreed that it would be useful to have a summary of the processes by which UNB Librarians and Archivists are reviewed. Therefore, the following summary has been prepared. Nothing in this memorandum modifies the provisions of the Collective Agreement between the Parties.

1. PERIODIC INTERNAL REVIEWS

Appointment: Typically Librarians and Archivists are hired on a probationary appointment as a Librarian I or Archivist I (respectively). A successful candidate will have been evaluated by at least three (3) levels of the University including appropriate Library Assessment Committee, the **Dean** of Libraries or Dean of Law, and the appropriate Vice-President(s). Candidates are normally expected to have completed an MLS degree.

Probationary Period: The probationary period normally lasts four (4) years. During this period the Librarian or Archivist submits annual written self assessments which are discussed with the appropriate Department Head or **Dean**.

Granting of tenure and Promotion to Librarian II or Archivist II: Normally the Librarian or Archivist will be reviewed during the fourth year. The Librarian or Archivist's performance with respect to the criteria set out in Article 25F is assessed by several levels of the University including appropriate Library Assessment Committee, **Dean** of Libraries or Dean of Law and the appropriate Vice-President(s) [Articles 16C, 19C, 24C.03, 25C, and 25F.03].

This review may result in a grant of tenure and simultaneous promotion to Librarian II or Archivist II (as the case may be) or the denial of tenure which results in termination [23C.04].

Promotion to Librarian III or Archivist III: After three (3) years as a Librarian II or Archivist II, a Librarian or Archivist (as the case may be) is automatically considered for promotion to Librarian III or Archivist III. The Librarian's or Archivist's performance of assigned responsibilities and development of their specialization since the last promotion is assessed by several levels of the University including the Department Head, the **Dean** of Libraries or the Dean of Law if applicable, the Library Assessment Committee and the appropriate Vice-President(s). [16C, 19C, 25F.04].

Promotion to Librarian IV or Archivist IV: After four (4) years as a Librarian III or Archivist III, a Librarian or Archivist (as the case may be) is automatically considered for promotion to Librarian IV or Archivist IV. The Librarian's or Archivist's continuing competence in specialization and continuing performance of assigned responsibilities since the last promotion is assessed by several levels of the University including the Department Head, the **Dean** of Libraries, or the Dean of Law if applicable, the Library Assessment Committee and the appropriate Vice-President(s) [16C, 19C, 25F.04].

Application for Sabbatical Leave: A Librarian or Archivist may apply for sabbatical leave. The purpose of the sabbatical leave is to enhance the contributions of Librarians and Archivists to the work of the University by providing opportunities for engaging in activities for the improvement of professional knowledge, educational background and/or the acquisition of higher degrees. Sabbatical leave plans are evaluated by various levels of the University including the Department Head, the **Dean** of Libraries or the Dean of Law if applicable, the Library Assessment Committee and the appropriate Vice-President(s) [25 and 31B.06].

2. CONTINUING INTERNAL REVIEW

Curriculum Vitae Update: Each Librarian or Archivist submits an annual updated cv to the **Dean** of Libraries (F), the Dean of Law and the appropriate Vice-President(s) for inclusion in the Librarian's or Archivist's Official File.

Workload: Each year the **Dean** of Libraries (F), Dean of Law, or the appropriate Vice-President(s), as applicable, assigns the Librarian's or Archivist's workload based on recommendations from Department Heads following individual discussions with the Librarian or Archivist on their assigned responsibilities, academic service and research and professional development in determining the individual work schedule [19C.06].

Professional **Expense Account**: Application for the use of **PEA accounts** require the approval of the **Dean** of Libraries (F), Dean of Law or the appropriate Vice-President(s) as applicable.

Merit Awards: Each year Department Heads, and the **Dean** of Libraries (F), the Dean of Law, or the appropriate Vice-President(s), as applicable, review the performance of individual Librarians and Archivists for recommendation for the provision of a merit award to a small number of outstanding individuals [36A.05].

Outside Professional Activities: The **Dean** of Libraries (F), the Dean of Law, or the appropriate Vice-President(s) must agree that any outside professional activities are not in conflict with the Librarian's or Archivist's professional responsibilities [21B].

3. CONTINUING EXTERNAL REVIEW

Although research, scholarly and creative work is not a required duty [16C.03(a)], Librarians and Archivists may be involved in these activities with the approval of the **Dean** of Libraries (F), Dean of Law or the appropriate Vice-President(s), as applicable. When Librarians and Archivists are involved in these activities, the following external reviews occur:

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 (2) 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, 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 Librarian or Archivist 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. PERFORMANCE

Department Heads or the **Dean** shall meet each tenured Librarian and Archivist in their Department (or Library) at least every two (2) years to discuss informally that Librarian's or Archivist's professional plans for the next two (2) years and that Librarian's or Archivist's self-evaluation of their performance of their professional responsibilities [53C]. In addition to any other performance assessments, the University may annually review the performance of an employee [43.01].

5. DISCIPLINARY PROCEDURE

The University has the right to invoke a disciplinary process as per Article 42 to deal with conduct and/or performance problems of any employee, whether a tenured appointment or not. Disciplinary sanction may include: withdrawal of Progress Through The Ranks (PTR) [36A.04(b)]; a written letter of warning which is placed in the Librarian's or Archivist's Official File, a suspension without pay; or dismissal [42.01, 42.02 and 43.01].

Proposal signed off:

Date: 2013 July 2 Time: 2:30 pm

UNB AUNBT

19. MOU Accountability of Nurse Clinicians

Memorandum of Understanding

Between

The Association of New Brunswick University Teachers (AUNBT)

and

The University of New Brunswick (UNB)

SUBJECT: Accountability of Nurse Clinicians

The Parties have agreed that it would be useful to have a summary of the process by which UNB Nurse Clinicians are reviewed. Therefore, the following summary has been prepared. Nothing in this memorandum modifies the provisions of the Collective Agreement between the Parties.

1. PERIODIC INTERNAL REVIEWS

Appointment: Typically Nurse Clinicians are hired on a six (6) year probationary appointment. A successful candidate will have been evaluated by at least four (4) levels of the University including the Department and Chair, if applicable, the Faculty, the Dean, and the appropriate Vice-President(s). [25A.01 and 25B.01]

Probationary Period: The probationary period normally lasts six (6) years. During this period the Nurse Clinician submits annual written self-assessments which are discussed with the Chair or Dean [23D.02].

Probationary Review: In the fourth year of probation, the Nurse Clinician's performance in teaching and academic service is reviewed by several levels of the University including the Department and Chair, if applicable, the Faculty, the Dean, and the appropriate Vice-President(s). [16D, 19E, 25A.01 and 25B.01]. This review may result in termination, the continuation of the probationary appointment for a further two (2) years, or a grant of tenure [23D.05], if applicable.

Promotion to Nurse Clinician III: Promotion within the Nurse Clinician category is credential based. When a Nurse Clinician I or II completes all requirements for a MN or MScN, he/she is converted to a Nurse Clinician III upon notification to the Dean of the successful completion of the degree [22E.01, 25G.04].

Applications for Sabbatical Leave: A Nurse Clinician may apply for sabbatical leave. The purpose of sabbatical leave is to enhance the contributions of the Nurse Clinicians to the work of the University by providing opportunities for engaging in activities for the improvement of professional knowledge, educational background and/or the acquisition of higher degrees. Sabbatical leave plans are evaluated by various levels of the University including the Department, the Chair (the Faculty for non-departmentalized Faculties), the Dean, and the appropriate Vice-President(s). [25 and 31C].

2. CONTINUING INTERNAL REVIEW

Teaching: Student evaluations of each Nurse Clinician's teaching during each academic term are placed in the Nurse Clinician's official file annually.

Research, Scholarly and Creative Activities: If applicable, a report by each Nurse Clinician on their research, scholarly and creative activity is submitted annually to the Chair or Dean as part of the University's annual research ranking of each Department or Faculty. Each year Departments (and

Faculties without Departments) are ranked according to their research activities and results are used to determine part of the operating budget of the department (or Faculty).

Curriculum Vitae Update: Each Nurse Clinician submits an annual updated CV to the Chair, the Dean, and the appropriate Vice-President(s) for inclusion in the Nurse Clinician's official file. The CV shows the ongoing academic record of teaching, research and scholarly activity, and academic service.

Workload: Each year the Dean assigns the Nurse Clinician's workload based on recommendations from the Chair following individual discussions with the Nurse Clinician on their involvement in research, scholarly and creative activity and academic service in determining the individual teaching load [19E]. Such load may vary from year to year.

Professional **Expense Account**: Applications for the use of **PEA accounts** require the approval of the Dean or a designate. [50.04]

Merit Awards: Each year the Chairs and the Dean review the performance of individual Nurse Clinicians for recommendation for the provision of a merit award to a small number of outstanding individuals [36A.05].

Outside Professional Activities: the Dean must agree that any professional activities are not in conflict with the Nurse Clinician's professional responsibilities. [21B]

3. CONTINUING EXTERNAL REVIEW

Although research, scholarly and creative activity is not a required duty, [16D.02] Nurse Clinicians may be involved in these activities with the approval of the appropriate Dean. When Nurse Clinicians are involved in these activities, the following external reviews occur.

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 (2) 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 NSERC, SSHRC, and MRC) 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 Instructor 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. PERFORMANCE REVIEW

Chairs (and Deans in non-departmental Faculties) shall meet with each tenured Nurse Clinician in their Department (or Faculty) at least every two (2) years to discuss informally that Nurse Clinician's professional plans for the next two (2) years and that Nurse Clinician's self-evaluation of their performance of their professional responsibilities. [53D]. In addition to any other performance assessments, the University may annually review the performance of an Employee. [43.01]

5. DISCIPLINARY PROCEDURE

The University has the right to invoke a disciplinary process as per Article 42 to deal with conduct and/or performance problems of any Employee, whether a tenured appointment or not. Disciplinary sanction may include: withdrawal of Progress through The Ranks (PTR) [36A.04(b)(iv)]; a written letter of warning which is placed in the Nurse Clinician's Official File, a suspension without pay; or dismissal. [42.01, 42.02 and 43.01].

Proposal signed off:

Date: 2013 July 2 Time: 2:30 pm

UNB AUNBT

20. MOU Offshore and Other Degree Credit Programs with External Partners

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

and

The University of New Brunswick (UNB)

Subject: Offshore and Other Degree Credit Programs with External Partners

UNB has partnerships with external entities to deliver UNB degree credit programs. When the degree credit programs are offered with external partners located outside New Brunswick, this can create uncertainty as to when the work falls under the Group 1 Collective Agreement. The following seeks to clarify these arrangements and relationships.

I. Application of the Group 1 Collective Agreement

Consistent with the bargaining unit described under Article 3, the Parties agree that the Group 1 Collective Agreement shall apply to a full-time Employee of the University of New Brunswick whose normal full-time employment is covered by the bargaining unit described in Article 3 and Appendix A when the Employee teaches a for-credit course (a "course") offered by UNB which is under UNB's direction and control if the Employee:

1. Entered into an overload contract with UNB to teach the course (or is assigned to teach as part of teaching load under Article 19), is paid by UNB (or sometimes, at the Employee's choice, one course is paid by UNB and one course is paid by the external partner for tax reasons), and does most of his/her preparatory work in New Brunswick but is sent by UNB to the external partner's location on a temporary basis to teach the course; or

2. Entered into an overload contract with UNB to teach the course (or is assigned to teach as part of teaching load under Article 19), is paid by UNB and delivers the course through electronic delivery methods or teaches part of the course at the external partner's location, and part via electronic delivery methods.

In 2013, paragraph 1 above describes the primary method of delivery in the Faculty of Business Administration and paragraph 2 describes methods of delivery in the Faculty of Education. Contracts that the external partner enters into directly with a person to teach or contracts with non-New Brunswick residents to work with external partners) do not fall under the Group 1 Collective Agreement.

II. Posting of Teaching Opportunities

Posting of courses for full-time Employees is done in one of two ways for external programs when the Collective Agreement applies:

1. Recruitment for specific courses previously determined by UNB (with or without input of the external partner); or

2. Obtaining expressions of interest for given time periods amongst available Employees where the interested Employee suggests the courses that s/he may deliver, and course timetables are then developed based on program needs, interested Employees' suggestions and Employee availability

The Parties agree that, when the Collective Agreement applies as described earlier, the posting of specific courses or expression of interest will be made using the normal methods of the collective agreement to either assign the course as part of individual teaching load (Article 19) or as overload (Article 10). The course timetable will be created using collegial processes outside the collective agreement and will not be subject to the grievance and arbitration procedure.

III. Selection of Instructors

Given the special requirements of working with an External Partner, the following shall also apply notwithstanding anything to the contrary in the Collective Agreement, when determining whether a particular person will be selected to teach a course with an external partner:

1. Ability to Work at External Partner Site – An applicant's legal and functional ability to teach a course may be limited by his/her availability and ability to be at an off-campus site, depending upon the situation. For example, if a work visa cannot be obtained, the applicant cannot be selected.

2. Past Performance and External Partner Input – Reappointments to teach with external partners are not automatic. Past performance at a particular location and in0put from an external partner may influence future appointments. Such input will be provided to the Employee in writing upon his/her request and shall not form part of the Official File.

IV Remuneration Benefits and Other Financial Issues

1. Stipend Rate – The Parties recognize that the financial opportunities with respect to working with external partners is often on a cost recovery basis and often involves extra work by the Employee to teach in another location and/or on a compressed work schedule. Therefore, the Parties agree that the stipend rates defined in the Collective Agreement be the minimum amount paid for teaching course for these programs. More than the minimum amount may be paid depending on the program. UNB will provide ANBT with the amounts of stipends paid to Employees that exceed the Collective Agreement base stipend rate. In addition, UNB will provide AUNBT with its reasons for offering stipends in excess of the base stipend. These reasons may be provided on a program basis. UNB agrees to provide to AUNBT electronic copies of these overload contracts.

2. Per Diem rates (i.e. room and board) – The current practice will continue, that per diem rates, if any, will be paid according to the applicable Memorandum of Understanding entered into between UNB and the external partner governing each program. If there is a per diem rate, the per diem rate will be stated in job postings so that applicants are able to know what the rates are before they choose to apply.

3. Medical Insurance – UNB provides some medical insurance coverage when it employs Group 1 Employees to work outside of Canada. The level of medical insurance coverage differs depending upon Employee status (e.g. Full-Time, Length of Term Appointment). Program managers will inform participants of the medical insurance coverage being provided by UNB. Any additional coverage beyond what UNB provides may be purchased by the Employee at the Employee's expense.

4. AUNBT Union Dues – AUNBT dues will be collected and remitted on stipend amounts paid from UNB when the collective agreement applies, as described earlier, on a go forward basis from when this MoU is signed. In the limited circumstance where the Employee has requested partial payment to be received from the external partner as described under paragraph I(1) of this MoU, AUNBT dues will not be collected from such amounts but an equivalent amount of what dues will not be collected from such amounts but an equivalent amount of what dues would have been will be paid by UNB.

V. Other Non-Financial Issues

1. Quality – Employees shall perform their duties in teaching a course with an external partner in a manner consistent for a course taught at UNB.

2. Student Opinion Surveys – Where the Collective Agreement applies to the course taught, any student opinion survey results for courses taught with the external partner shall be placed in the Employee's Official File consistent with Article 26.06, only if the student opinion survey format has been approved using the required academic governance processes for student opinion surveys at UNB.

3. AUNBT Representation – When the Collective Agreement applies to the course taught, the normal provisions regarding performance, investigations and discipline apply for issues that arise with an Employee teaching a course. When the Employee has AUNBT representation, UNB will make the necessary introductions (by phone, e-mail, skype or other electronic means) between the appropriate external partner representative, the member and AUNBT so that AUNBT can meet its obligation under the duty of fair representation.

4. Cultural Awareness – Cultural awareness orientation/training, if applicable, will be provided to Employees at least once when working with an external partner.

Proposal signed off:

Date: 20 Sept/13 Time: 3:17 pm

UNB AUNBT

21. MOU Surveillance (Article 56.04)

Memorandum of Understanding

Between

The Association of New Brunswick University Teachers (AUNBT)

and

The University of New Brunswick (UNB)

Subject: Surveillance (Article 56.04)

The Parties agree within one (1) year of the signing of this Collective Agreement to form a university wide committee to review UNB's current policies on surveillance of personal information in the use of information technology and of electronic surveillance of workspace and teaching facilities (the "Surveillance Policy Review Committee").

The committee shall have membership from all employee groups. The number and structure of representatives from each group and the University shall be the same number as each has on the Fringe Benefits Review Committee with a similar structure (such as a single chair selected by the University), although the specific members may be different.

The committee will be a standing committee and will make specific recommendations on an annual basis for changes (if any) to the University policies related to surveillance of personal information in the use of information technologies and the electronic surveillance of workspace and teaching facilities.

Article signed:
Date 2014 May 27 *Time:* 1:30 pm
UNB AUNBT

22. MOU Impact of Leaves with or without Salary Savings on Departments and Faculties

Agreement of Distribution of Increases

Between

The University of New Brunswick (UNB)

and

The Association of University of New Brunswick Teachers Group 1 (AUNBT)

Subject: Impact of Leaves with or without Salary Savings on departments and Faculties

Whereas

- It is in the interest of the parties to determine what, if any, impacts may result within departments and faculties because of leaves provided for under the Collective Agreement;
- Such leaves may have an impact on the ability of a department or faculty to deliver programs and services;
- AUNBT has received reports from employees who state they have experienced difficulties in planning for and/or obtaining leaves as provided for under the Collective Agreement.

The Parties agree to establish a joint leave replacement review committee with the following objectives:

1) to gather information on the numbers and patterns of such leaves by bargaining unit members across the university;

2) to identify and make recommendation to address anomalies in the implementation of leave policies across units, departments, programs and campuses;

3) to make recommendations on means to deal with any identified issues in the delivery of programs and services that arise due to leaves; and

4) to make other such recommendations that the committee feels necessary.

This committee shall consist of two (2) co-chairs, one (1) appointed by each of the Parties, in addition to two (2) other persons appointed by each of the parties. The appointments shall take into consideration the need for bi-campus representation. This joint committee shall determine its own procedures and shall report within one year of signing this Collective Agreement.

Article signed:

Date 2014 May 27 *Time:* 1:30 pm

UNB *AUNBT*

23. MOU Administrative Stipends

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

and

The University of New Brunswick (UNB)

Subject: Administrative Stipends

The positions for which an administrative stipend at the rate of 10 percent of the current salary floor of the rank of Assistant Professor will be paid are:

Director, Institute of Biomedical Engineering;
Director, Animal Care (Saint John);
Director, Animal Care (Fredericton);
Director of Wood Science and Technology Centre;
Faculty of Education Coordinator (Saint John);
Coordinator, Centre for Enhanced Teaching and Learning Services;
Director, Muriel McQueen Ferguson Centre;
Director, Mi'maq**-Wolastoqey** Institute;
Director of **Scholarly Technologies, UNB Libraries (F)**;
Director of Collection Services**, UNB Libraries (F)**;
Director of Learning and Research **Services, UNB Libraries (F)**;
Director, Richard J. Currie Centre in Nanotechnology;
Director, Canadian Rivers Institute;
Director, New Brunswick Institute for Research, Data and Training.

The Parties agree that employees holding these positions shall continue to receive an administrative stipend of 10 percent of the current salary floor of the rank of Assistant Professor. Should one (1) of these positions become vacant and the University decide to make a substantive change in duties, or if a new position is created, payment of any stipend shall be by agreement of the Parties. Such agreement shall not be unreasonably withheld.

The Parties further agree that a joint committee shall develop guidelines for awarding administrative stipends. The Joint Committee on Administrative Stipends shall have two (2) co-chairs, one appointed by each of the Parties, in addition to two (2) other members, one appointed by each of the Parties. The committee shall determine its own procedures, shall make other recommendations that the committee feels necessary, and shall complete their work within six (6) months of the signing of this collective agreement. The Limerick Chair incumbent shall continue to receive an administrative stipend. The committee shall recommend to the Parties whether or not to add the Limerick Chair position and the Law Library Head position to the above list within two (2) additional months or within a total of eight (8) months of the signing of this collective agreement, whichever comes first.

Proposal signed off:

Date: May 24, 2016 Time: 9:49

UNB AUNBT

24. MOU Continuation of Memoranda of Understanding

Memorandum of Understanding

Between

The University Of New Brunswick (UNB)

and

The Association Of University of New Brunswick Teachers (AUNBT)

Subject; Continuation of Memoranda of Understanding

The Parties agree to extend the mandate of the following Memoranda of Understanding:

Title	Signed
Collective Agreement Article 7, Concerning Academic Service	August 2, 1983
Impact of Technology	December 6, 2002
Assessment of Teaching Competence (Article 25D.06(a))	June 1, 2005
Renaissance College Assessment Committee	June 1, 2005
Fringe Benefit Costs	July 27, 2005
Economic Adjustment Article 36B.07	January 12, 2006
External Assessment (Article 25D.05)	**February 2 2006**
Graduate Training and Supervision	July 7, 2009
Multi-Campus Relationship	July 28, 2009
Teaching Apprenticeship for Graduate Students	September 25, 2009
Community Partnerships	**October 21, 2009**
Discipline Guidelines	December 23, 2009
Credit in Rank Anomalies	January 25, 2010
Comparable Group of Canadian Universities	August 12, 2010
Stipends for Canada Research Chairs (Article 17B.03)	**April 8, 2013**
Accountability of Faculty Members	**July 2, 2013**
Accountability of Instructors	**July 2, 2013**
Accountability of Librarians and Archivists	**July 2, 2013**
Accountability of Nurse Clinicians	**July 2, 2013**
Offshore and Other Degree Credit Programs with External Partners	**September 20, 2013**
Surveillance (Article 56.04)	**May 27, 2014**
Impact of Leaves with or without Salary Savings on Departments or Faculties	**May 27, 2014**

Proposal signed off:

Date: May 24, 2016 Time: 12:58pm

UNB AUNBT

25. MOU Naming of Instructors

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

and

The University of New Brunswick (UNB)

Subject: Naming of Instructors

The Parties agree that members of the Instructor stream participate fully as valued Employees and provide services that are essential to the University's mission. However, there is a concern that the names of Instructor ranks may be devaluing their contributions.

It is the wish of the Parties to gather information that will generically inventory the duties and tasks of members of the Instructor stream. Such an exercise is in view of a possible change of title to the following existing positions within the Instructor stream: Instructor, Senior Instructor, and Senior Teaching Associate.

The Parties therefore agree to establish a joint committee that will:

a) gather information to inventory the current duties and tasks of members within the Instructor stream at UNB and at universities within the Comparable Group of Canadian Universities

b) examine how other universities name similar positions, and

c) make recommendations to change or retain the names of the three positions within the Instructor stream.

This committee shall consist of two (2) co-chairs, one (1) appointed by each of the Parties, in addition to two (2) other persons appointed by each of the Parties. The appointments shall take into account the need for bi-campus and Instructor representation. This joint committee shall determine its own procedures and shall report to the Parties within one year of the signing of this Collective Agreement. The work of this joint committee shall be complete within two (2) years of the signing of this Collective Agreement.

Proposal signed:

Date May 25, 2016 Time: 1:42 pm

UNB AUNBT

26. MOU Joint Committee on Nurse Clinicians

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

and

The University of New Brunswick (UNB)

Subject: Joint Committee on Nurse Clinicians

The Parties created a new classification stream, Nurse Clinicians, in 2007, which was added to the 2009-13 collective agreement. In the nine years since it was created, several concerns have been raised about the Nurse Clinician stream and whether it is meeting the objectives desired. These include issues ranging from workload, employment terms and others. Therefore there is agreement to undertake a review of the Nurse Clinician stream.

To that effect, the Parties agree to establish a joint committee no later than 30 days after the signing of the Collective Agreement that will carry out the following mandate:

a) to gather information, such as duties, tasks and responsibilities performed by Nurse Clinicians at UNB and other pertinent information related to the terms of the Collective Agreement;

b) to examine similar academic positions at other universities including those listed in the Comparable Group of Canadian Universities MOU; and

c) to make recommendations on changes, if any, to the provisions of the Collective Agreement related to Nurse Clinicians, pursuant to Articles 16D, 19E, and 22E, and other Articles if agreed to by the Parties.

The Joint Committee on Nurse Clinicians shall consist of two (2) co-chairs, one (1) appointed by each party. The Committee shall further consist of three (3) other persons appointed by UNB, and three (3) other persons appointed by AUNBT. The appointments shall take into account the need for bi-campus and Nurse Clinician representation. Course release for one course shall be provided by the Employer for one Nurse Clinician participating on this Committee. The Committee shall determine its own procedures and report to the Parties within one (1) year of its creation.

Further to the review of Article 22E, the Parties also agree that there will be an exception to 22E.05(a) such that a term appointment of a Nurse Clinician may be made to replace the clinical work of several Instructors or Faculty Members who are on leave. No such exception will extend more than two (2) years beyond the expiry of this Collective Agreement.

Proposal signed:

Date June 15, 2016 Time: 1:03 pm

UNB AUNBT

27. MOU Early Sabbatical (Recruitment and Retention Initiative)

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

and

The University of New Brunswick (UNB)

Subject: Early sabbatical for newly hired Assistant Professors as a recruitment and retention initiative

Whereas:

- **UNB competes with comparable Canadian universities to attract high quality faculty members,**
- **only tenured Employees are eligible for sabbaticals under Article 31,**
- **early career progress is necessary to compete for research funding and to engage in collaborative activities, and**
- **success of early career Employees benefits UNB.**

As a trial exception to Article 31, the Parties agree that tenure-track faculty members who are hired as Assistant Professors may apply for an 85% salary, six-month sabbatical (as outlined in Article 31A.02(c)) if, between the date of signing of this Collective Agreement and the expiry of this Memorandum of Understanding, s/he receives a positive probationary decision to continue employment (as outlined in Article 23A.05(b)).

An application for an early sabbatical may be submitted prior to receiving a positive probationary assessment decision. An early sabbatical will normally begin on July 1 or January 1 immediately following such a decision. The principle of early sabbatical is that it shall be cost neutral compared to the current requirement that sabbatical can only be taken after the granting of tenure. An early sabbatical consumes three (3) years of credit toward a sabbatical; years of service shall only be counted once as credit toward either an early or an Article 31 sabbatical. Unused credit must be noted in the early sabbatical application to be carried forward to a subsequent sabbatical. If someone takes an early sabbatical, the maximum unused pre-tenure sabbatical credit is two and a half (2½) years. Early sabbaticals under this MOU are still subject to potential deferral under Article 31A.

This trial Memorandum of Understanding expires on July 1, 2023 unless extended. This initiative will then be evaluated for continuation and/or expansion.

Proposal signed:

Date June 15, 2016 *Time:* 2:08 pm

UNB AUNBT

28. MOU Fringe Benefits for Employees beyond their Normal Retirement Date

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

and

The University of New Brunswick (UNB)

Subject: Fringe Benefits for Employees beyond their Normal Retirement Date

Whereas

- Employees are not subject to mandatory retirement
- there are Employees who work beyond their Normal Retirement Date, and
- the Parties will consider the potential of providing a benefit plan to Employees only after the impact of including persons working past age 65 on the existing plan and the cost of such benefits is known.

The Parties agree that, until a resolution is reached on the status of fringe benefit plans for Employees beyond their Normal Retirement Date, such Employees:

- shall continue to make pension contributions to the maximum time limit allowed by legislation,
- are eligible for coverage under the Group Supplementary Health Insurance Plan for Retirees on the same terms and conditions as retirees aged 65 or over who participate in this Plan,
- are ineligible to participate in the following UNB benefit programs:
    - Group Dental Insurance Plan
    - Group Life Insurance Plan
    - Group Long Term Disability Plan
    - Group Accident Insurance Plan

Further, until a resolution is reached on the status of fringe benefit plans for Employees beyond their Normal Retirement Date, UNB agrees to make a payment of **$2,300** per year, **effective** July 1, 201**6**, into a Health Care Spending Account [HSA] for each employee who is beyond the Normal Retirement Date. **The HSA payment will increase by 4% every July 1.**

AUNBT and UNB will share equally the cost of determining the cost impact of potentially incorporating post-65 active AUNBT employees into the UNB wide benefits plans and will endeavor to find an appropriate way to incorporate post-65 active AUNBT employees into the group plans. It is understood by AUNBT that it might not be appropriate to provide the exact same benefits to post-65 employees.

Proposal signed off:

Date: June 27, 2016 Time: 2:51

UNB AUNBT

SIGNED AT FREDERICTON, NEW BRUNSWICK

THIS 19 DAY OF September, 2016

UNIVERSITY OF NEW BRUNSWICK

H.E.A. (Eddy) Campbell
President and Vice-Chancellor

ASSOCIATION OF UNIVERSITY OF NEW BRUNSWICK TEACHERS

Allan Reid
President

Members of the Negotiation Committees

Van Lantz

Sue Blair

Ryan Johnston

Robert Gagne

Laurelle LeVert

Merle Steeves

Kim Macklin

Lloyd Waugh

David MaGee

Bob Whitney

Ann Sherman

Rick Wightman