



COLLECTIVE AGREEMENT

Between

THE UNIVERSITY OF NEW BRUNSWICK

and

THE ASSOCIATION OF UNIVERSITY OF NEW BRUNSWICK TEACHERS

Contract Academic Employees

(Group 2)

May 1, 2010 – April 30, 2013

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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:

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| 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. |
| Association (AUNBT) | means the Association of University of New Brunswick Teachers, and any person(s) duly appointed by it to act on its behalf. The Association is a trade union as defined under the <i>Industrial Relations Act</i> . |
| Bargaining Unit | is the bargaining unit for Contract Academic Employees as recognized in Article 3. |
| Chair | means the Head, Chair or Director of an Academic Department or his/her delegate(s), if any. |
| Contract Academic Employee | is an employee of the University of New Brunswick included in the Bargaining Unit defined in the Order of Certification numbered IR-060-07, issued February 20, 2008 by the Labour and Employment Board of the Province of New Brunswick, as amended from time to time by Article 3 of this Collective Agreement. |
| Contract Academic Instructor | is an instructor with professional responsibilities as set out in Article 16A. |
| Contract Academic Instructor Assessment Committee | is a committee established under Article 18A.02. |
| Contract Academic Librarian | means a librarian with professional responsibilities as set out in Article 16B. |
| Dean | means the Dean of a Faculty and the Director of Libraries (Fredericton), as appropriate, or his/her delegate(s), if any. |
| Grievance Officer | means a grievance officer appointed by AUNBT to assist and represent Contract Academic Employees. |
| Fall, Winter, Intersession/ Spring and Summer Session | refer to the academic terms as set out annually in the academic calendar. |
| Federal Contractors Program | is a federal employment equity program which applies to provincially regulated employers including UNB. |

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| Full-time Collective Agreement | is the collective agreement between the parties in relation to the bargaining unit defined 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 the Board and Article 3 of the Full-time Collective Agreement. |
| Multi-Year Appointment (MYA) | is a term-limited appointment of two (2) to five (5) years under Articles 20A and 20B. |
| Official File | means files maintained in the respective Vice-Presidents' offices in accordance with Article 23. |
| 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. |
| Right of First Refusal | is a right of first refusal for a course or assignment arising out of Article 19A or 19B. |
| The University of New Brunswick (UNB) | is the Corporation of the University of New Brunswick as incorporated under Chapter 63 of the <i>Acts of 22 Victoria (1859)</i> , as amended, and continued by the <i>University of New Brunswick Act (1968)</i> , 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 <i>Industrial Relations Act</i> . |

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 agree that Contract Academic Employees make an important contribution to the attainment of these objectives and purposes through teaching and the provision of library services.

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 IR-060-07,

issued February 20, 2008 by the Labour and Employment Board of the Province of New Brunswick as:

All persons employed by the University of New Brunswick in contractual part-time teaching in a for-credit course or employed as part-time librarians at, or out of, all campuses of the University of New Brunswick, save and except Deans, Associate or Assistant Deans, those above the rank of Dean, the University Librarian, faculty members who are members of the Board of Governors, persons for whom a trade union holds bargaining rights under the *Industrial Relations Act*, and those excluded by the *Industrial Relations Act*.

as amended from time to time by the Labour and Employment Board or by the Parties.

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 Contract Academic 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 The Parties agree that the office space and services provided to the Association for the Full-time Bargaining Unit pursuant to Article 6.01 of the Full-time collective agreement shall be shared by the Contract Academic Employees' Bargaining Unit.
- Agreement on the use of other University of New Brunswick services by the Association shall not be unreasonably withheld by the University of New Brunswick.
- The Parties agree that, in the event of a work disruption involving one (1) of the bargaining units, the other bargaining unit shall maintain its access to office space and services independent of the affected bargaining unit.
- 6.02 The University of New Brunswick 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. The letter of appointment will include the URL of the collective agreement and advise the Contract Academic Employee 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, 200 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. Once in each quarter of the fiscal year, 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 quarter.
- 6.04 Upon written request by the Association, the University of New Brunswick agrees to prepare pay cheques for individuals employed by the Association from the account established under Article 6.03. The University of New Brunswick agrees to make such standard deductions as may be applicable and shall issue T4 or T4A slips as may be appropriate. 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, Contract Academic 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 service under Articles 18A, 18B, 19A, 19B, 20A and 20B.
- 7.02 The Association's Grievance Officer for the Contract Academic Employee bargaining unit shall receive one (1) regular (3ch) stipend annually.

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 Contract Academic Employee.
- 8.03 Contract Academic 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 Contract Academic Employee is a practising 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 Contract Academic 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 days of the signing of this Collective Agreement or within twenty days of return of an Contract Academic Employee who is absent from the University or within twenty days of entering the bargaining unit for persons who are not Contract Academic 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 Contract Academic Employee and the University of New Brunswick if an objection is justified. If the Association upholds the objection, the Contract Academic Employee shall pay the equivalent of dues by payroll deduction to a University of New Brunswick Scholarship Fund.
- 8.04 Contract Academic Employees who registered 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

Contract Academic Employees prior to the signing of this Collective Agreement the provisions of Article 8.03 shall apply only to those Contract Academic 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 Contract Academic Employees from whose salaries such deductions have been made, and the amounts deducted from each Contract Academic 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 this 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 to the extent that they could have accumulated these rights, privileges and accumulated credits as members of this bargaining unit.
- 9.02 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 with 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 Contract Academic Instructor appointments may be made by the University of New Brunswick only for one (1) of the following purposes in accordance with Article 10 of the full-time collective agreement:
- 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; or
 - f) for such other reasons as may, from time to time, be agreed upon by the Parties.

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 31. 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, salaries, starting dates, and end dates of all new Contract Academic Employees within thirty days after the first pay day;
- (b) on July 30 of each year, or within thirty days of its approval, whichever is sooner, a list of all Employees granted maternity or parental leave for the present academic year, or part thereof;
- (c) in the Fall, Winter, Intersession/Spring and Summer Session 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 listed by course ID number, together with the course name, the full name listed with last name first and employee ID number of the person teaching each course and each section of the course;
- (d) 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;
- (e) a copy of all official press releases made by the University of New Brunswick, at the time of release;
- (f) at the time of release, a copy of any official public representation or briefs made in writing by the University of New Brunswick to any government agency, department or representative;

- (g) 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;
- (h) 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;
- (i) a 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;
- (j) such other information as may be set out in this Collective Agreement.

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

- a) the names of all Contract Academic Employees appointed to 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 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.

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 Contract Academic 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.

- 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, classification for librarians, appointment, termination of employment, layoff, maternity and parental leave 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, 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, classification for librarians, appointment, termination of employment, layoff, maternity and parental leave, 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 CONTRACT ACADEMIC INSTRUCTORS**

- 16A.01 Contract Academic Instructors have certain rights, duties and responsibilities which derive from their positions as teachers.
- 16A.02 The principal responsibility of Contract Academic Instructors is to support the work of the Academic Department or Faculty through laboratory, clinical, or other teaching assignments. In addition, the Contract Academic Instructors have the right and responsibility to be involved in academic service, if they choose, to the extent defined in Articles 18A.02, 19A.03 and 20A.02.
- 16A.03 It is recognized that in exercising Academic Freedom, all members of the academic community have the responsibility to respect the rights and freedoms of others. Contract Academic Instructors thus 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 scholarly teaching, to uphold and to protect the principles of academic freedom, and to seek the highest possible standards of scholarship.

16A.04

Teaching

- a) Contract Academic 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 provide a draft course outline to the Dean, one (1) week in advance of the course and a final course outline giving due regard to Senate regulations and the University Calendar with respect to course syllabi within two (2) weeks of the first day of classes.
- b) Once courses have been assigned by the Dean in accordance with Article 20A (Rights of First Refusal) it is the responsibility of Contract Academic 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. Contract Academic 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) Contract Academic 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 this Article only, publication means that the procedures and deadlines have been printed in a current University Calendar, or circulated to each Contract Academic Instructor.

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

- d) Contract Academic 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) Contract Academic Instructors may cancel or terminate scheduled instruction only for good cause and they shall so notify the Chair or Dean. If possible, they shall give their students and the Chair or Dean advance notice of such cancellation and they shall make every reasonable effort to re-schedule instruction. Students and the Chair or Dean shall be informed of such re-scheduled instruction. If instructional time cannot be rescheduled within the term, alternate arrangements must be approved in advance by the Chair or Dean.

Article 16B

PROFESSIONAL RESPONSIBILITIES OF CONTRACT ACADEMIC LIBRARIANS

16B.01

Contract Academic Librarians have certain rights, duties and responsibilities, which derive from their positions as librarians.

16B.02

The principal responsibility of Contract Academic Librarians is to support the academic work of the University through the provision of professional library services.

- 16B.03 It is recognized that in exercising academic freedom, all members of the academic community have the responsibility to respect the rights and freedoms of others. Contract Academic Librarians thus 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 provision of professional library services, to uphold and to protect the principles of academic freedom, and to strive to ensure the fullest possible access to library materials.

Article 17 **OUTSIDE PROFESSIONAL ACTIVITIES OF CONTRACT ACADEMIC EMPLOYEES**

- 17.01 The parties agree that employment under this collective agreement does not preclude other employment or professional activities, provided that such activities do not prevent the Contract Academic Employee from fulfilling his/her responsibilities to the University of New Brunswick, as set out in Articles 16A and 16B. Such employment or activities are not subject to approval by the University.
- 17.02 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 of the Dean of Faculty, Director 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.
- 17.03 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 Contract Academic Employee from stating the nature and place of his/her employment 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 18A **APPOINTMENTS FOR CONTRACT ACADEMIC INSTRUCTORS**

- 18A.01 Posting
- a) A list of all courses not allocated
- i. to full-time faculty as part of their normal workload under Article 19A of the full-time collective agreement; or
 - ii. as overload under Article 10 of the full-time collective agreement; or
 - iii. to Contract Academic Instructors under multi-year appointments under Article 20A of this agreement; or
 - iv. for graduate students teaching under Article 18A.05
- will be posted for five (5) days on the Human Resources website to allow Contract Academic Instructors with Rights of First Refusal to apply to teach these courses. Normally, this posting will occur no later than June 1 for fall/winter courses and no later than January 15 for spring/summer or intersession/summer

courses. If the posting is delayed, the University will notify the Association prior to the normal posting date setting out the reason(s) for the delay.

- b) Courses remaining after the allocation pursuant to Article 18A.01(a) shall normally be posted on the Human Resources website no later than June 15 for fall/winter courses and no later than January 30 for spring/summer and intersession/summer courses. If the posting is delayed, the University will notify the Association prior to the normal posting date setting out the reason(s) for the delay.
- c) Postings shall identify the date of posting, academic term(s), department or, in non-departmentalized faculties, the faculty, course name and number, time, starting date and duration, total number of classroom hours for the course and average number of classroom hours per week, location (on or off campus), mode of delivery, curriculum context, calendar course description, qualifications for the appointment and application deadline. The postings for such courses will contain notification that the course offerings are subject to budgetary approval.
- d) The application deadline shall be five (5) clear days after the day of posting.
- e) No offer of appointment for any course shall be made before the application deadline for that course.
- f) The Dean or Chair shall notify applicants of the results by e-mail within four (4) weeks of the application deadline.
- g) Where appointments must be made urgently for sound academic reasons, exceptions to this practice may be authorized by the Vice-President Fredericton (Academic) or Vice-President (Saint John), who shall inform the Association immediately, giving these reasons.

18A.02

Assessment Committee

- a) Each Department or Faculty (in non-departmentalized faculties) intending to post courses for Contract Academic Instructor appointments shall establish a Contract Academic Instructor Assessment Committee.
- b) This Committee shall normally be made up of the Chair or Dean, one (1) full-time faculty member and, where possible, one (1) Contract Academic Instructor holding a Multi-Year Appointment or a Right of First Refusal from the Department or Faculty. The Committee, with the exception of the Chair or Dean, shall be elected annually within the first two (2) weeks of the fall term by full-time and part-time members of the Faculty or Department. For the purpose of this vote, Contract Academic Instructors who are teaching in the current academic year are eligible to vote.
- c) The Contract Academic Instructor Assessment Committee shall consider all applications for Contract Academic Instructor appointments. As part of this process, the Contract Academic Instructor Assessment Committee shall invite and take into consideration comments from all full-time faculty and instructors and from Contract Academic Instructors holding Multi-Year Appointments.
- d) The Contract Academic Instructor Assessment Committee shall ensure a fair appointment process and recommend the candidate(s) who best meets the criteria for appointment as set out in Article 18A.03 for appointment.

18A.03 Criteria for Appointments

In reviewing applications for a course, the Contract Academic Instructor Assessment Committee shall assess applicants for Contract Academic Instructor appointments without Rights of First Refusal status as follows:

- a) academic credentials relevant to the course;
- b) professional expertise and experience relevant to the course; and
- c) teaching competence.

In applying these criteria, the Contract Academic Instructor Assessment Committee shall give appropriate weight to each and shall have regard to the principles of non-discrimination and employment equity set out in this collective agreement.

18A.04 A Contract Academic Instructor may hold a maximum of six (6) three-credit hour courses or equivalent per academic year with a maximum of two (2) per semester. In exceptional circumstances, the latter maximum may be exceeded upon approval by the Vice-President Fredericton (Academic) or Vice-President (Saint John) on the recommendation of the Chair or Dean for sound academic reasons with notice to the Association giving these reasons.

18A.05 Graduate Student Teaching

- a) A maximum of 70 courses per academic year for both campuses may be allocated by the Dean of Graduate Studies for graduate student teaching assignments prior to the posting of courses to Contract Academic Instructors with a Right of First Refusal.
- b) These courses may only be taught by graduate students pursuing the usual terminal degree in their discipline.
- c) These courses may only be assigned to students who are completing a teaching apprenticeship as described in the Memoranda of Understanding entitled "Teaching Apprenticeship for Graduate Students" attached to both the full-time collective agreement and the part-time collective agreement.
- d) No more than one (1) course may be allocated in this manner to any individual graduate student.
- e) A graduate student teaching a course as instructor of record must receive compensation equivalent to a Contract Academic Instructor. The parties recognize that a graduate student teaching a course in this manner is a member of the bargaining unit.
- f) For every course so allocated, the Chair or Dean shall identify if any Contract Academic Instructor holds a Right of First Refusal for the course and confirm to the instructor/s in writing that the instructor has a Right of First Refusal for the course, that s/he cannot exercise his/her Right of First Refusal because of a course allocation to a graduate student and that his/her Right of First Refusal has been extended by six (6) months.

Article 18B APPOINTMENTS FOR CONTRACT ACADEMIC LIBRARIANS

18B.01 Appointments of Contract Academic Librarians shall be at the classification of Librarian I.

- 18B.02 Appointments of Contract Academic Librarians shall be made only after the positions have been advertised on the Human Resources website of the University of New Brunswick for five (5) days. The University of New Brunswick may also advertise in professional publications taking into account any recommendations by the Library Department Head concerned.
- 18B.03 Appointments of Contract Academic Librarians may be made by the University of New Brunswick at any time.
- 18B.04 The University of New Brunswick shall determine for all Contract Academic Librarian appointments, the credit for previous experience (if any), taking into account any recommendations of the Library Assessment Committee concerning this matter.
- 18B.05 Appointment Procedures for Contract Academic Librarians
- The Director of Libraries (Fredericton) or Chief Librarian (Ward Chipman 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 Director of Libraries (Fredericton) or Chief Librarian (Ward Chipman Library) shall inform the Department or Branch Head of the minimum academic qualifications and experience required for the position.
- 18B.06 Candidates for appointment shall be evaluated by the Library Assessment Committee as set out in Article 25A.04 of the full-time agreement. All full-time Employees may provide input to the Assessment Committee.
- 18B.07 The letter of offer of appointment to a prospective appointee shall specify the campus, Library or Library Department and previous experiences, if any, and any special applicable conditions and responsibilities which are not in conflict with this Collective Agreement.
- 18B.08 In evaluating a candidate, 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 the 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 I classification.

Article 19A ASSESSMENT OF CONTRACT ACADEMIC INSTRUCTORS

- 19A.01 Frequency of Assessment
- a) The performance of Contract Academic Instructors will normally be formally assessed in the term of the regular academic year following the third offering of a given course by the instructor within a five (5) year period.
 - b) Contract Academic Instructors with a Right of First Refusal will normally be formally assessed every fifth year after the initial assessment provided that they have taught the course at least three (3) times in that period.
 - c) Assessments may be agreed upon mutually by the parties to permit assessment for a Contract Academic Instructor who does not meet the timetable above but who has taught at least two (2) courses during that five (5) year period.
 - d) The Contract Academic Instructor may defer the assessment by one (1) year.

19A.02

Basis of Assessment

In assessing the performance of a Contract Academic Instructor, the Contract Academic Instructor Assessment Committee shall consider whether the Contract Academic Instructor performed his/her duties under Article 16A in a satisfactory manner.

Self-Assessment Letter

The assessment shall, in addition to the contents of the Contract Academic Instructor's official file, be based on a self-assessment letter submitted by the Contract Academic Instructor which sets out the following:

- a) the course(s) for which an assessment is sought with course number;
- b) the context for the Contract Academic Instructor's teaching including the terms during which a course was taught, the enrolment, course description, whether the course is mandatory or optional, and the mode of delivery (technologically mediated or not);
- c) a statement of teaching philosophy setting out the approach the Contract Academic Instructor took to teaching the course and his/her teaching and learning objectives/goals for the course; and
- d) a self-assessment on the achievement of the teaching and learning objectives/goals, changes made to the course, if any; and plans for improving the course, if any.

Where the Contract Academic Instructor performs assessable academic service, the Contract Academic Instructor shall include a description of this service in his/her self-assessment letter.

Where the Contract Academic Instructor supervises student research, practical work, thesis preparation, or participates in the evaluation of student theses, the Contract Academic Instructor may include a description of this teaching in his/her self-assessment letter.

Optional Appendices

The instructor may include documentary evidence of good teaching as an appendix to the self assessment letter, such as:

- a) recognition received for effective teaching;
- b) a reflection on results of available Senate-approved student opinion surveys or departmental or faculty equivalents;
- c) a description of initiatives taken to improve teaching;
- d) products of good teaching, which may include examples of an individual student's work, work completed by groups of students, or aggregate results of learning outcomes for a particular course taught; (if an individual student's work or a group of students' work is used as an example of a product of good teaching, permission of the student(s) must be obtained);
- e) other relevant documentary evidence of good teaching such as a sample syllabus, a sample learning activity, a sample exam and/or assignment used in the course.

19A.03 Assessment Procedures

At or before the end of the term preceding eligibility for a formal assessment, the appropriate Vice-President for the administration of Article 23 (Official Files) shall provide to a Contract Academic Instructor notice of eligibility for assessment together with an inventory of his/her official file pursuant to Article 23.02.

A Contract Academic Instructor who has been notified of his/her eligibility for assessment shall, within the first two (2) weeks of the subsequent term either request assessment in writing to the Chair or Dean or advise the Chair or Dean that s/he wishes to defer assessment by one (1) year in accordance with Article 19A.01(d).

Unless the Chair or Dean defers the assessment under Article 19A.06 (Transition), once a Contract Academic Instructor has requested assessment s/he shall provide a self-assessment letter to the Chair or Dean by October 1 for a fall term assessment or by February 1 for a winter term assessment.

The Contract Academic Instructor Assessment Committee shall assess the teaching performance on the basis of the materials submitted under Article 19A.02 and provide a brief written performance evaluation for inclusion in the official file of the Contract Academic Instructor with a copy to the Contract Academic Instructor by November 1 for a fall assessment or by March 15 for a winter assessment. The performance evaluation shall specify whether the teaching performance in the course reviewed has been satisfactory or unsatisfactory. A Contract Academic Instructor may submit a written response to the evaluation to the Chair or Dean within 10 days for inclusion in the official file. The Contract Academic Instructor Assessment Committee shall consider the response, if any, and advise the Contract Academic Instructor of its final assessment by November 30 for a fall assessment and by April 15 for a winter assessment.

Both Parties recognize that the dates set out above may on occasion be delayed or extended.

19A.04 Results of Assessment

- a) In performance assessment under Article 19A.01, if the Contract Academic Instructor Assessment Committee finds the teaching performance of the Contract Academic Instructor in a course satisfactory, the Contract Academic Instructor shall be eligible to exercise a Right of First Refusal for the course.
- b) If the Contract Academic Instructor Assessment Committee finds the teaching performance of the Contract Academic Instructor in a course unsatisfactory, the Contract Academic Instructor shall not be eligible to exercise a Right of First Refusal for the course and shall not normally be eligible to teach that course.

19A.05 Transition

A Contract Academic Instructor who is eligible for assessment when this agreement comes into effect may be granted a deferral of assessment for one (1) or two (2) years and be granted a Right of First Refusal for a course at the Chair's or Dean's discretion until the Contract Academic Instructor's first formal assessment is concluded. The Chair or Dean shall prepare a brief written explanation of his/her decision for inclusion in the official file of the Contract Academic Instructor with a copy to the Contract Academic Instructor.

Article 19B ASSESSMENT OF CONTRACT ACADEMIC LIBRARIANS

19B.01 Frequency of Assessment

- a) The performance of Contract Academic Librarians will normally be formally assessed in the term of the regular academic year following the third term of an assignment within a five (5) year period.
- b) Contract Academic Librarians with a Right of First Refusal will normally be formally assessed every fifth year after the initial assessment provided that they complete three (3) term assignments in that period.
- c) Assessments may be agreed upon mutually by the parties to permit assessment for a Contract Academic Librarian who does not meet the timetable above but who has held two (2) term assignments during that five (5) year period.
- d) The Contract Academic Librarian may defer the assessment by one (1) year.

19B.02 Basis of Assessment

In assessing the performance of a Contract Academic Librarian, the Library Assessment Committee shall consider whether the Contract Academic Librarian performed his/her duties under Article 16B in a satisfactory manner.

The assessment shall be based on the contents of the Contract Academic Librarian's official file and a self-assessment letter by the Contract Academic Librarian which sets out the following:

- a) the terms of the assignment(s) including the library, department, weekly hours, commencement date of the assignment and nature of the library duties performed; and
- b) a self-assessment of performance of the assigned duties.

Where a Contract Academic Librarian performs assessable academic service, the Contract Academic Librarian shall include a description of this service in his/her self-assessment letter.

19B.03 Assessment Procedures

At or before the end of the term preceding eligibility for a formal assessment, the appropriate Vice-President for the administration of Article 23 (Official Files) shall provide to a Contract Academic Librarian notice of eligibility for assessment together with an inventory of his/her official file pursuant to Article 23.02.

A Contract Academic Librarian who has been notified of his/her eligibility for assessment shall, within six (6) weeks of the notice either request assessment in writing to the appropriate head librarian or advise the head librarian that s/he wishes to defer assessment by one (1) year in accordance with Article 19B.01(d).

Unless the head librarian defers the assessment under Article 19B.05 (Transition), once a Contract Academic Librarian has requested assessment s/he shall provide a self-assessment letter to the head librarian within two (2) weeks of requesting the assessment.

The Library Assessment Committee shall assess the professional performance on the basis of the materials submitted under Article 19B.02 and provide a brief written

performance evaluation for inclusion in the official file of the Contract Academic Librarian with a copy to the Contract Academic Librarian within four (4) weeks of receipt of the self-assessment letter. The performance evaluation shall specify whether the professional performance in the assignment reviewed has been satisfactory or unsatisfactory. A Contract Academic Librarian may submit a written response to the evaluation to the head librarian within 10 days for inclusion in the official file. The Library Assessment Committee shall consider the response, if any, and advise the Contract Academic Librarian of its final assessment within 10 days of receiving the response.

Both Parties recognize that the dates set out above may on occasion be delayed or extended.

19B.04 Results of Assessment

- a) In performance assessment under Article 19B.01, if the Library Assessment Committee finds the professional performance of the Contract Academic Librarian in an assignment satisfactory, the Contract Academic Librarian shall be eligible to exercise a Right of First Refusal for the assignment.
- b) If the Library Assessment Committee finds the professional performance of the Contract Academic Librarian in an assignment unsatisfactory, the Contract Academic Librarian shall not be eligible to exercise a Right of First Refusal for the assignment and shall not normally be eligible for that assignment.

19B.05 Transition

A Contract Academic Librarian who is eligible for assessment when this agreement comes into effect may be granted a deferral of assessment for one (1) or two (2) years and may be granted a Right of First Refusal for an assignment at the discretion of the head librarian until the Contract Academic Librarian's first formal assessment is concluded. The head librarian shall prepare a brief written explanation of his/her decision for inclusion in the official file of the Contract Academic Librarian with a copy to the Contract Academic Librarian.

Article 20A ACCUMULATION OF RIGHTS OF FIRST REFUSAL AND MULTI-YEAR APPOINTMENTS FOR CONTRACT ACADEMIC INSTRUCTORS

20A.01 When a Contract Academic Instructor has received a satisfactory assessment pursuant to Article 19A, the Contract Academic Instructor may exercise a Right of First Refusal for that course.

20A.02 If a Contract Academic Instructor has a Right of First Refusal for a course, the Chair or Dean, on the recommendation of the relevant Contract Academic Instructor Assessment Committee, may offer the Contract Academic Instructor a Multi-Year Appointment (MYA) to teach that course. Such an Appointment shall be for a minimum of two (2) years and a maximum of five (5) years, such term to be decided by the Chair or Dean. A MYA may be renewed at the discretion of the Chair or Dean.

A Contract Academic Instructor is not obliged to accept an offer of a MYA and declining such an offer shall not affect Rights of First Refusal.

Any course taught under a MYA shall not be advertised under Article 18A of this agreement.

The University may not terminate a MYA appointment except for cause or because the course will not be offered during the term of the contract for reasons of academic

restructuring or budgetary restraints. If the course is re-offered following such termination during the original term of the MYA, the MYA appointee has a right of reinstatement unless the MYA was terminated for cause.

Contract Academic Instructors on MYA's 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 MYA whether their appointment shall be renewed. Failure to inform a Contract Academic Instructor 40 days prior to the expiry of a MYA explicitly stated to be subject to renewal shall constitute renewal for one (1) year. The letter of appointment offering any MYA shall make specific reference to this Article.

- 20A.03 Technologically mediated courses shall be considered different courses from non-technologically mediated courses for the purposes of assessments and rights of first refusal.
- 20A.04 A Right of First Refusal does not guarantee employment.
- 20A.05 When a Contract Academic Instructor has not taught a course for which s/he holds a Right of First Refusal for three (3) academic years, the Contract Academic Instructor shall lose the Right of First Refusal for that course except as provided in Article 18A.05 (graduate student teaching).
- 20A.06 Where a Contract Academic Instructor with a Right of First Refusal for a course posted under Article 18A.01 of this Agreement has applied for the appointment under that Article, s/he shall be offered the appointment. If more than one (1) Contract Academic Instructor holds a Right of First Refusal for a course, the Contract Academic Assessment Committee shall apply the criteria in Article 18A.03 to rank the applicants to whom the Contract Academic Instructor Appointment shall be offered. The Chair or Dean shall make the appointment in accordance with the ranking.

Article 20B ACCUMULATION OF RIGHTS OF FIRST REFUSAL AND MULTI-YEAR APPOINTMENTS FOR CONTRACT ACADEMIC LIBRARIANS

- 20B.01 When a Contract Academic Librarian has received a satisfactory assessment for work in a UNB Library pursuant to Article 19B, the Contract Academic Librarian may exercise a Right of First Refusal for part-time professional librarian assignments in that library. An assignment is work in a UNB library department or division performed at regular weekly work time on Saturdays, Sundays and/or after 4:00 p.m. on weekdays not exceeding 10 hours per week.
- 20B.02
- a) If a Contract Academic Librarian has a Right of First Refusal for part-time professional librarian assignments in a library, the Director of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, on the recommendation of the Library Assessment Committee, may offer the Contract Academic Librarian a Multi-Year Appointment (MYA) for the assignment. Such an appointment shall be for a minimum of two (2) years and a maximum of five (5) years, such term to be decided by the Director of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or the Dean of Law, as appropriate. A MYA may be renewed at the discretion of the Director of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or the Dean of Law, as appropriate.
 - b) A Contract Academic Librarian is not obliged to accept an offer of a MYA and declining such an offer shall not affect the Right of First Refusal.

- c) The University may not terminate a MYA appointment except for cause or because the library service will not be offered during the term of the contract for reasons of academic restructuring or budgetary restraint. If the library service is re-offered following such termination during the original term of the MYA, the MYA appointee has a right of reinstatement unless the MYA was terminated for cause.
- d) Contract Academic Librarians on MYA's which are explicitly stated to be subject to renewal in the letter of appointment shall be informed in writing by the University at least 40 days prior to the expiry of the MYA whether their appointment shall be renewed. Failure to inform a Contract Academic Librarian 40 days prior to the expiry of the MYA explicitly stated to be subject to renewal shall constitute renewal for one (1) year. The letter of appointment offering any MYA shall make specific reference to this Article.

20B.03 A Right of First Refusal does not guarantee employment.

20B.04 When a Contract Academic Librarian has not worked in an assignment in a UNB library for three (3) academic years the Contract Academic Librarian shall lose the Right of First Refusal for that assignment.

20B.05 Where a Contract Academic Librarian with a Right of First Refusal posted under Article 18B.02 of this Agreement has applied for the appointment under that Article, s/he shall be offered the appointment. If more than one (1) Contract Academic Librarian holds a Right of First Refusal, the Library Assessment Committee shall rank the applicants. The Director of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, shall make the appointment in accordance with the ranking.

Article 21 TRANSITION CLAUSE

- 21.01
 - a) Courses taught since September 1, 2004 shall be counted towards eligibility for assessment under Article 19A.01, conferral of Rights of First Refusal and Multi-Year Appointments.
 - b) Library assignments since September 1, 2004 shall be counted towards eligibility for assessment under Article 19B.01, conferral of Rights of First Refusal and Multi-Year Appointments.
- 21.02 Until a first round of assessments is completed, a Contract Academic Instructor who has taught three (3) courses over five (5) years with courses in at least two (2) different academic years shall be eligible for election to the Contract Academic Instructor Assessment Committee for a one (1) year term.

Article 22 WORKING CONDITIONS

22.01 Office Space

While the parties recognize that space is limited and that shared office space may be an appropriate answer to these limits, the University of New Brunswick acknowledges a responsibility to provide an environment in which Contract Academic Instructors can carry out their duties effectively. During periods when a Contract Academic Instructor is performing contractual duties, s/he will be given an office, which may be shared with no more than two (2) other Contract Academic Instructors, with a desk, filing cabinet, chairs,

a computer with network access meeting current ITS minimum configuration standards, a telephone and office supplies commensurate with Departmental/Faculty standards.

22.02 Teaching Support

- a) Classrooms: The University prides itself in providing appropriate teaching facilities and is committed to ensuring that teachers and students benefit from advancements in teaching technology. The University will assign classrooms to courses taught by Contract Academic Instructors on the same basis as full-time employees within the constraints of University infrastructure.
- b) Orientation: The University will offer Departmental or Faculty based orientation sessions prior to the commencement of each term at times convenient to Contract Academic Instructors to provide an overview of the department/faculty, an outline of roles and responsibilities, a review of academic regulations, information on accessing services (e.g., key distribution, instruction on technology, photocopying) and information on the appointment and assessment process. Orientation sessions may be web-based, in which case access to keys will be provided on an individual basis.
- c) Services: Contract Academic Instructors shall be entitled, on the same basis as full-time employees, to the following services as required for teaching purposes: copying services, library services, secretarial services, IT support and marking/teaching assistants.

22.03 E-mail and Library Access

- a) E-mail access: Contract Academic Employees will be provided with UNB e-mail accounts from the beginning of their assigned course for 12 months.

Contract Academic Employees will be eligible to receive ongoing e-mail services equal to those services offered to alumni.
- b) Library access: Contract Academic Employees will be provided with library borrowing privileges and access to site licensed electronic resources equal to the privileges extended to full-time Employees, from the beginning of their assigned course for 12 months.

Article 23 OFFICIAL FILES

- 23.01 Subject to the provisions of Article 23.04, 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, a Contract Academic Employee shall be placed in an Official File. This file shall be kept in the office of the Vice-President Fredericton (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 Chairperson, 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.
- 23.02 The documents and materials referred to in Article 23.01 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 teaching and/or workload reports, as appropriate; correspondence; commendatory and disciplinary letters; curriculum vitae up-dates; documents reflecting the salary and work history of Contract Academic Employees; decisions and/or recommendations, together with reasons, arising in accordance with Articles 19A.03 and 19B.03; and copies of materials reflecting professional development and achievements subject to the provisions of Article 23.04. 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.

- 23.03 A Contract Academic 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. Contract Academic Employees may be required to produce identification before access to their Official File is granted. Contract Academic Employees shall not remove their Official File or parts thereof from the office. Contract Academic 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. As soon as an inventory has been prepared in accordance with Article 23.02 and in any event no later than the end of the term preceding a formal assessment, each Contract Academic Employee shall be notified of the contents of his/her official file. A Contract Academic 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 Contract Academic Employee.
- 23.04 Contract Academic 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 Contract Academic 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 teaching and/or professional performance of the Contract Academic Employee, as appropriate, providing the Contract Academic Employee makes them available within a reasonable time of receiving a written request for them. These documents and materials shall be returned to the Contract Academic Employee following their use and shall not be included in the Official File.
- 23.05 Contract Academic Employees have the right to grieve the accuracy or the relevance, for the purpose of determining employment status or of evaluating teaching and/or professional performance, as appropriate, of any of the contents of their Official File within 30 days of becoming aware of the documents or materials.
- 23.06 No anonymous documents or materials shall be kept in an Official File or submitted as evidence in any formal decision or action involving a Contract Academic Employee. The aggregated numerical results of any collective student opinion survey of the Contract Academic 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.
- 23.07 None of the contents of the Official File shall be released or made available to any person without the express written consent of the Contract Academic 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; or

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 Contract Academic 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.

23.08 For the purposes of proceedings under Article 31, 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 Contract Academic Employee who is a candidate in a particular assessment year and who is proceeding under Article 31. 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.

23.09 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 24 STIPEND

24.01 Stipend

The base stipend for teaching by Contract Academic Instructors shall be:

| | |
|-------------------|---------|
| As of May 1, 2010 | \$4,900 |
| As of May 1, 2011 | \$5,070 |
| As of May 1, 2012 | \$5,240 |

for a three (3) hour per week one (1) term degree credit course, or its equivalent.

24.02 Market Differentials

- a) Contract Academic Instructors will be paid no less than the base stipend and market differentials may be applied if market factors relative to discipline warrant.
- b) The University will provide the Association with the amounts of stipends paid to Contract Academic Instructors that exceed the base rate provided for. In addition, the University will provide the Association with its reasons for offering stipends in excess of the base stipend, or in the Faculties of Law and Engineering, in excess of 1.5 times the base stipend.
- c) Nothing in this agreement prevents Contract Academic Employees donating all or part of their stipend to the University, provided such donations are voluntary, not a condition of employment.

24.03 Long Service Premiums

- a) A Contract Academic Instructor who has taught nine (9) or more courses in the previous three (3) years shall receive a premium of \$140 for each course taught per term. As of April 30, 2013, in order to be eligible for this premium, a Contract Academic Instructor must hold a Multi-Year Appointment or have been granted a Right of First Refusal.

- b) A Contract Academic Instructor who has taught 18 or more courses in the previous five (5) years shall receive an additional premium of \$140 for each course taught per term. As of April 30th, 2013, in order to be eligible for this premium, a Contract Academic Instructor must be in receipt of a Multi-Year Appointment or have been granted a Right of First Refusal.
- c) A course for the purposes of these premiums means a three (3) hour per week one (1) term degree credit course or its equivalent.

24.04 Cancellation Fee

If a course is cancelled after an offer of employment has been made by the University, and accepted by the applicant, the applicant shall be paid a cancellation fee of \$150, or \$300 if cancellation occurs within two (2) weeks prior to the start of classes.

Article 25 TUITION WAIVER

- 25.01 The University of New Brunswick shall waive tuition fees for up to one (1) full UNB credit course (six credit hours) each year (September 1 – August 31) for Contract Academic Employees who hold a Right of First Refusal or a Multi-Year Appointment.

Article 26 MATERNITY LEAVE

- 26.01 Upon request by a pregnant female Contract Academic Employee, the University shall grant maternity leave consistent in timing and duration with the *Employment Standards Act* of New Brunswick.
- 26.02 The Contract Academic Employee shall 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.
- 26.03 A Contract Academic Employee holding a multi-year appointment who takes maternity leave will have the MYA extended for the remaining period of the MYA after the termination of the maternity leave.

A Contract Academic Employee with a Right of First Refusal for a course or assignment shall have the Right of First Refusal extended for six (6) months after her return to work.

A Contract Academic Employee may request deferral of any assessment in accordance with Articles 20 (Right of First Refusal) and 19 (Assessment).

Article 27 PARENTAL LEAVE

- 27.01 Upon request by Contract Academic 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 a Contract Academic Employee takes parental leave in addition to maternity leave pursuant to

Article 26, the Contract Academic Employee must commence the parental leave immediately on the expiry of the maternity leave, unless the University and the Contract Academic Employee agree otherwise.

27.02 The Contract Academic Employee shall 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.

27.03 A Contract Academic Employee holding a multi-year appointment who takes parental leave will have the MYA extended for the remaining period of the MYA after the termination of the parental leave.

A Contract Academic Employee with a Right of First Refusal for a course or assignment shall have the Right of First Refusal extended for six (6) months after his/her return to work.

A Contract Academic Employee may request deferral of any assessment in accordance with Articles 20 (Right of First Refusal) and 19 (Assessment).

Article 28 PROFESSIONAL DEVELOPMENT ALLOWANCE

28.01 The Employer agrees to establish a professional development fund for Contract Academic Employees which shall be funded at the following rates:

| | |
|-----------|----------|
| 2010-2011 | \$30,000 |
| 2011-2012 | \$33,000 |
| 2012-2013 | \$36,000 |

28.02 Contract Academic Instructors who hold a Right of First Refusal (RFR) for a course or courses within a Unit and Contract Academic Librarians who hold a Multi-Year Appointment are eligible to submit an application to the Vice-President Fredericton (Academic) or Vice-President Saint John for funding from the Professional Development Allowance. A Contract Academic Employee eligible to apply for a Professional Development Allowance under Article 28.01 is eligible to receive a maximum \$500 in any May 1 – April 30 period.

Reimbursable expenses must be for actual expenses incurred and must be supported by original receipts consistent with established University reimbursement policies. Eligible expenses, including registration fees and travel related expenses to attend conferences and the purchase of resources related to pedagogy and/or their disciplines are the types of expenses that may be reimbursed. All expenditures from this fund must be related to pedagogy and/or the Contract Academic Employee's discipline.

28.03 Members not receiving Professional Development Allowance in one (1) academic year due to fund limitations will be given priority in the next academic year. The decision of the Vice-President Fredericton (Academic) or the Vice-President Saint John to award Professional Development funds is non-grievable.

The AUNBT will have access, upon request to the office of the Vice-President Fredericton (Academic) or Vice-President Saint John, to the names of all applicants and amounts requested as well as the names of all successful candidates and the funds granted.

28.04 If there are funds remaining in the Professional Development Fund, the remaining amount will be carried forward to the subsequent year.

28.05 The provisions of this Article are subject to the relevant provisions of the *Income Tax Act* and any interpretations made by Canada Revenue Agency (CRA).

Article 29 INTELLECTUAL PROPERTY RIGHTS

29.01 In order that the Contract Academic Employee has control over the direction, integrity and use of his or her scholarly work, as a general principle ownership of all types of intellectual property shall rest with the Contract Academic Employee who creates it whether or not the intellectual property was created in the course of employment or using University facilities and resources. This general principle is subject only to exceptions expressly provided for in this Article.

29.02 Where a Contract Academic Employee creates intellectual property outside the course of employment and without the use of University facilities or resources, the University shall not claim intellectual property rights in the intellectual property so created.

29.03 No Contract Academic Employee shall claim intellectual property rights in any University administrative documents or correspondence.

29.04 Where the University provides a Contract Academic Employee with documents or materials to assist him/her in carrying out his/her duties, such as a laboratory manual, the Contract Academic Employee shall not claim intellectual property rights to the documents or materials even where the Contract Academic Employee modifies the document or materials, unless there is a written contract to the contrary which assigns the intellectual property to the Contract Academic Employee.

29.05 No Contract Academic Employee shall claim intellectual property rights in any work produced and designed to assist in the day-to-day administration and/or management of the University's affairs.

29.06 The University shall not enter into any agreement with a third party (including an agreement to administer funds) which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of a Contract Academic Employee under this agreement except with the agreement of the Contract Academic Employee(s) prior to such alteration or abridgment.

29.07 a) All intellectual property belongs to the Contract Academic Employee or Contract Academic Employees who create the work even if it is produced during the course of employment and with the use of the University's facilities and resources, unless the Contract Academic Employee and the University agree in writing to share or transfer ownership to the University.

b) The University shall ensure that the moral rights of the Contract Academic Employee(s) are respected. Moral rights are defined in the *Copyright Act* as amended from time to time, and, for reference, are currently defined to be the right to the integrity of the work and the right, where reasonable in the circumstances, to be associated with the work as its author by name or under a pseudonym and the right to remain anonymous.

29.08 UNB Online

Where the University commissions and specifically pays a Contract Academic Employee to develop curriculum, course content, and/or instructional programming for delivery through UNB Online under Article 30, the Contract Academic Employee shall own the intellectual property rights in all such works unless the Contract Academic Employee and the University agree in writing to share or transfer ownership to the University. Where no

such written agreement exists, the Contract Academic Employee shall grant the University a world-wide, non-exclusive, renewable, royalty-free, irrevocable, indivisible and non-transferable three (3) year licence to use the intellectual property for internal use and programs, including the right to create derivative works for internal use and programmes, and the right for students to view and use the work as normal participants in a course.

- 29.09 A Contract Academic Employee shall be advised of his/her right to have a representative of the Association present in negotiations of agreements under this Article and/or take any offer under this Article to the Association to consult with them prior to his/her response to such offer. The Association shall be given a copy of all agreements or contracts with Contract Academic Employees under this Article.

Article 30 UNB ON-LINE

30.01 Purpose

Both the University and Contract Academic Employees are committed to the development of online instruction through UNB Online as a means of enhancing the ability of Departments and Faculties to offer their desired programmes through an alternative mode of delivery. 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.

30.02 Course Approval

Online credit courses 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 online shall be selected in the same manner as they are for traditional courses.

30.03 Implementation

- a) Online courses offered on a term basis shall be allocated in accordance with Articles 18A, 19A and 20A except as specified in this article.
- b) Online courses offered in an open access format shall be allocated in accordance with Articles 18A, 19A and 20A except as specified in this article and except that no dates are prescribed for the posting of courses. Time lines shall be respected.
- c) Where a Contract Academic Instructor is asked to develop and/or teach, for the first time, an online course, the Contract Academic Instructor shall receive appropriate professional development and technical support assistance so that the Contract Academic Instructor is specifically and comprehensively prepared to teach in this environment. For subsequent appointments, appropriate ongoing technical support assistance shall be made available to the Contract Academic Instructor redeveloping or teaching the course. Priority for the amount of funds and the kind of resources provided shall be determined by the University based on the merit of the needs for the course to be developed and the funds and resources available.
- d) Contract Academic Instructors engaged in online course instruction shall have academic freedom consistent with Article 14 related to the course including full freedom in discussing their subject. Oversight or review of courses shall be made according to procedures and regulations established by the Department/Faculty and by the Senate and shall be consistent with Article 14.

- e) Where a Contract Academic Instructor has agreed to create an online course to be offered by the University of New Brunswick, the Contract Academic Instructor shall, despite Articles 18A, 19A and 20A, have a right to a Multi-Year Agreement to offer the course for three (3) years or such other period as agreed between the University and the Contract Academic Instructor.
- f) A Contract Academic Instructor shall be paid one three-credit course stipend for the creation of a three-credit online course.
- g) A Contract Academic Instructor shall be paid one three-credit course stipend for the redevelopment of a three-credit online course or a fraction of a stipend commensurate with the extent of the redevelopment as agreed, in writing, between the Contract Academic Instructor and the University.
- h) Where a Contract Academic Instructor has agreed to deliver a technologically-mediated course through UNB Online, the Contract Academic Instructor and the University may enter into an agreement regarding the amount and method of payment for delivery of the course. In the absence of such an agreement, the Contract Academic Instructor 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 the fortieth (11 to 40);
 2. \$175 for the forty-first through sixtieth (41 to 60); and
 3. \$150 for the sixty-first and above (61 and above).

All payments in this Article 30.03(h) will be prorated for other than three (3) credit hour courses.
- i) If a student in an asynchronous course withdraws from the course before completing it, the amount payable to the Contract Academic Instructor per student shall be prorated to pay the Contract Academic Instructor 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.
- j) The start date for an asynchronous course shall be stated in the agreement with the Contract Academic Instructor 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 Contract Academic Instructor and University may agree to change the start date.
- k) 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 Contract Academic Instructor has agreed to deliver the course, the University shall provide a minimum of one (1) month's notice to the Contract Academic Instructor before the end of the current twelve month delivery period.

- l) Transition – For existing asynchronous/open access courses that are being taught before the signature date of this Agreement, the provisions of 30.03(h) to (k) shall come into effect as follows:
- i) for courses with more than sixty (60) final marks posted in 2009 or 2010, on January 1, 2012 or when the course's current course delivery contract terminates, whichever is later; or
 - ii) for all other courses, on January 1, 2012.

Until the provisions of 30.03(h) to (k) come into effect for the above courses, payment shall continue to be made under the current course delivery contract's terms.

This Article 30.03(l) shall expire and be deleted from the collective agreement after the end of the current collective agreement term.

Article 31 GRIEVANCE AND ARBITRATION

- 31.01 A grievance is any difference arising between the University of New Brunswick and the Association or between the University of New Brunswick and any Contract Academic 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.
- 31.02 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 31.10 and Article 11 shall be used.
- 31.03 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.
- 31.04 The Parties agree not to practice any discrimination, harassment, or coercion of any kind against any Contract Academic Employee who elects to use or not to use the procedures set out in this Article.
- 31.05 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 market differential adjustments insofar as the disposition is not in conflict with this Collective Agreement.
- 31.06 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 Contract Academic 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.

- 31.07 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 a Contract Academic 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.
- 31.08 Grievances are defined in Article 31.01 and shall be classified as follows (subject to Article 31.09):
- a) Individual grievance shall mean a grievance involving a Contract Academic Employee and particular to that Contract Academic Employee.
 - b) Group grievance shall mean a grievance involving a group of Contract Academic Employees and common to all Contract Academic 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.
- 31.09 The grievor in this Article shall mean the Party, Contract Academic Employee or group of Contract Academic Employees initiating the grievance. Individual and group grievances may be initiated by the Association, or by the Contract Academic Employee(s) involved.
- 31.10 Informal Complaints
Before the formal grievance procedure is initiated, every reasonable attempt shall be made to resolve the dispute by informal discussion. To this end, any Contract Academic Employee or group of Contract Academic 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. If the dispute is not resolved, the Contract Academic Employee or group of Contract Academic Employees may decide to lodge a formal grievance, and, if so decided, the Contract Academic Employee or group of Contract Academic Employees shall notify the Association of their intentions within ten (10) days of the grievable event or within ten (10) days of the date when this event could first have reasonably been known by the Contract Academic Employee to have occurred. The Association shall send a copy of such notification to the Dean and appropriate Vice-President.
- 31.11 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 days of the grievable event or within twenty days of the date when this event could first have reasonably been known by the Contract Academic Employee to have occurred.

- 31.12 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.
- 31.13 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.
- 31.14 Formal Grievance Procedure
The written grievance shall be signed by the grievor 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;
 - c) The remedy: A statement of the remedy the grievor deems sufficient to resolve the dispute.
- 31.15 Stage 1:
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 grievor 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.
- 31.16 Stage 2:
If, in the opinion of the grievor, 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 grievor, 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.
- 31.17 The appropriate Vice-President shall arrange a meeting with the grievor 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.
- 31.18 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 31.14.
- 31.19 Arbitration
- 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.

- b) Notwithstanding the provisions of Article 31.19(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 31.19(a) except that both Parties shall be notified. Such an Employee shall be entitled to whatever assistance CAUT is willing to provide.

31.20 The two (2) arbitrators so named shall choose a chairperson for the Arbitration Board, within ten (10) days of the appointment of the arbitrator named by the responding party, from the following list:

- Peter MacKeigan
- Bruce Outhouse
- Michel Picher
- Pam Picher
- Susan Ashley
- Gus Richardson

If the two (2) arbitrators fail to agree on a chairperson from among those listed above, they shall select the chairperson by lot from among those listed above.

If the chairperson who has been selected by lot cannot be available to commence the arbitration proceedings within 30 days, a new chairperson 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 chairperson 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 chairperson.

Each time a chairperson is selected by the drawing of lots, the last person who actually served as chairperson shall not be included in the list for that arbitration unless none of the others are available within 30 days.

31.21 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 chairpersons not on the list in Article 31.20 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.

31.22 The chairperson 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.

31.23 a) In the case of an arbitration arising in accordance with Article 31.19(a) the fees and expenses of the chairperson 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 31.19(b) the fees and expenses of the chairperson shall be shared equally between the Contract Academic Employee(s) and the University of New Brunswick. The Contract Academic 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.

31.24 The Arbitration Board shall confine itself to the grievance submitted for arbitration and shall have no authority to determine any other issue or issues.

31.25 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.

31.26 Where an Arbitration Board determines that a Contract Academic 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.

31.27 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 Contract Academic Employee, the Association or the University of New Brunswick, but only to the extent of monetary loss actually suffered arising from a proven breach.

31.28 The Arbitration Board shall have the duty and the power to adjudicate all matters in dispute, including questions of the arbitrability of an issue.

31.29 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.

31.30 Any grievance resolved at any stage of the procedures prior to arbitration shall not constitute a precedent in any arbitration proceeding.

31.31 Rules and Procedures for the Arbitration Board

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.

31.32 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.

31.33 The Arbitration Board shall give reasonable notice of hearings to the grievor, and the Parties.

- 31.34 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.
- 31.35 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.
- 31.36 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.
- 31.37 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 chairperson shall be the decision of the Arbitration Board.

Article 32 DISCIPLINE

- 32.01 Disciplinary action shall be taken only for just and sufficient cause. Penalties shall be just and appropriate for the offense.
- 32.02 In cases of suspension without pay or dismissal, the Contract Academic Employee may be suspended immediately, but where the Contract Academic Employee files a formal grievance within the time limits set out in Article 31 the Employee shall continue to receive full pay until the grievance and arbitration procedures have been completed or until the end of the academic term, whichever is shorter.

Article 33 STRIKES - LOCKOUTS

- 33.01 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.
- 33.02 In the event of a strike or lockout, members whose ongoing 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 34 SEXUAL HARASSMENT

- 34.01 The Parties agree that sexual harassment as defined herein may be the subject of discipline.
- 34.02 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.

34.03 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;
- d) 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.

34.04 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.

34.05 Any discipline imposed on an Employee for sexual harassment shall be subject to Article 32 and grievable and arbitrable under Article 31. 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 35 HEALTH AND SAFETY

35.01 The Parties agree that the health and safety of Contract Academic 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.

35.02 The Parties shall make every reasonable effort to safeguard the health and safety of Contract Academic Employees. The University of New Brunswick and its Contract Academic Employees shall comply with the *Occupational Health and Safety Act* of the Province of New Brunswick and other applicable governmental statutes and regulations.

Article 36A EMPLOYMENT EQUITY

- 36A.01 Commitment
 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.
- 36A.02 Employment Equity Committee
 The Employment Equity Committee established pursuant to Article 51A.02 of the full-time collective agreement shall exercise its functions under this agreement.
- 36A.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.
- 36A.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.

Article 36B POSITIVE ACTION TO IMPROVE THE STATUS OF WOMEN

- 36B.01 Commitment
 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.
- 36B.02 Role of Employment Equity Committee
 At least one (1) of the members appointed by each Party to the Employment Equity Committee established pursuant to Article 51A.02 of the full-time collective agreement shall be a woman. In addition to those duties set out in Article 51A of the full-time collective agreement, 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.
- 36B.03 Appointments
 During the lifetime of this first agreement, chairs of appointment committees shall communicate the following information to the Employment Equity Committee, in a timely manner, for monitoring purposes: a statistical record of the applications, those candidates

short listed, those candidates interviewed, and those candidates considered qualified, by sex.

Article 37 WORKPLACE HARASSMENT

37.01 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.

37.02 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.

37.03 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 32 and grievable and arbitrable under Article 31.

Article 38 PRIVACY AND SECURITY OF PERSONAL AND PROFESSIONAL COMMUNICATION AND INFORMATION

38.01 Mail, telephone, fax, e-mail, internet, printing, photocopying and other information services are provided to Contract Academic 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 Contract Academic 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.

38.02 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.

Article 39 ACCESSIBILITY AND ACCOMMODATION OF EMPLOYEES WITH DISABILITIES

39.01 Commitment
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.

- 39.02 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.
- 39.03 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.
- 39.04 Accessibility and Accommodation Committee
The mandate of the Accessibility and Accommodation Committee established under Article 57.04 of the full-time collective agreement is hereby extended to this collective agreement.
- 39.05 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.

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.

The composition of this joint committee will be as described in the Memorandum of Understanding on "Teaching Apprenticeship for Graduate Students" in the Full-Time Collective Agreement.

During the term of this Memorandum of Understanding the parties agree to suspend Article 18A.05(c) of this Collective Agreement. During this interim period, 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 the Full-Time Collective Agreement.

Article signed off:

Date: 25 Sept. 2009Time: 9:59 am

Barbara J. Cooper
UNB

[Signature]
AUNBT

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) of the Full-Time Collective Agreement and Article 18A of this Agreement, the University may enter into agreements with community partners in 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), CAU(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: 21 Oct. 2009 Time: 3:50 PM

Barbara J. Cooper
UNB

[Signature]
AUNBT

Memorandum of Understanding**Between****The Association of University of New Brunswick Teachers (AUNBT)****And****The University of New Brunswick (UNB)****Subject:** Scope of Bargaining Unit Work

For the purposes of clarity, the Parties confirm the following:

1. Research activities beyond those scholarly activities necessary or desirable for good teaching are not part of the professional responsibilities of Contract Academic Instructors and are not considered for assessment and/or disciplinary purposes.
2. Supervision of undergraduate students' research and practical work, thesis preparation, and participation in the evaluation of theses unrelated to an assigned course, while not remunerated, may, if agreed between the Chair or Dean and the Contract Academic Instructor, be considered for assessment purposes only.
3. Co-supervision of graduate students and participation in evaluation of graduate theses, while not remunerated, may, if agreed between the Graduate Academic Unit, the School of Graduate Studies and the Contract Academic Instructor, be considered for assessment purposes only.
4. Participation in the collegial processes under Article 5 and other academic service, while not remunerated, may be considered for assessment purposes only.
5. The parties acknowledge that a Contract Academic Employee who chooses to engage in the above activities makes an important contribution to the life of the university as an academic community.
6. Contract Academic Employees who choose not to engage in any of the above activities shall not be adversely impacted by their choice.

Article signed off:

Date: 4 Feb. 2010 Time: 10:25 am

Barbara J. Cooper
UNB

[Signature]
AUNBT

Memorandum of Understanding**Between****The Association of University of New Brunswick Teachers (AUNBT)****And****The University of New Brunswick (UNB)****Subject:** Reportable Hours for Employment Insurance (E.I.) Purposes

The Parties agree that for Employment Insurance (E.I.) purposes only, each three (3) credit hour course shall be considered for E.I. reporting purposes as follows:

- (a) for a Contract Academic Employee teaching a course for the first time or substantially redeveloping a course with prior approval of the Chair or Dean, the assigned hours shall be 230 hours;
- (b) for a Contract Academic Employee teaching the same course in subsequent terms, the assigned hours shall be 184 hours.

It is understood that should a Contract Academic Instructor not teach the complete semester and/or the work assignment is proportionate, the reported work hours shall be pro-rated accordingly for E.I. reporting purposes.

The Parties agree that this arrangement is established for E.I. purposes only and is without prejudice to the position of the Parties, and shall in no way affect the interpretation, application and administration of any Collective Agreements between the AUNBT (Full-time and/or Part-time) and the University, and any University policies and practices, and shall not be relied on or referred to in any proceedings or negotiations other than those under the *Employment Insurance Act* or applicable *Regulations*.

It is further acknowledged that this arrangement is subject to the *Employment Insurance Act* and *Regulations* and becomes null and void in the event that E.I. directs that the practice be discontinued or modified.

Article signed off:Date: 18 Feb. 2010Time: 3:25 pm

Barbara J. Cooper
UNB

[Signature]
AUNBT

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

And

The University of New Brunswick (UNB)

Subject: Reportable Hours for Employment Insurance (E.I.) Purposes for CAE Employees

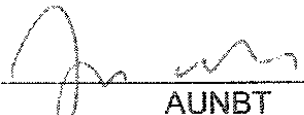
The Parties agree that for the first year of this Collective Agreement, each three (3) credit hour course shall be assigned 230 hours for Employment Insurance (E.I.) purposes only.

Article signed off:

Date: Feb. 18 / 2010

Time: 3:23 pm



UNB


AUNBT

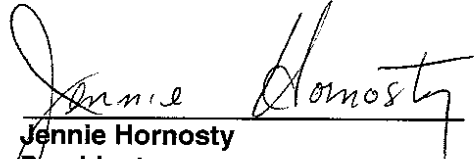
SIGNED AT FREDERICTON, NEW BRUNSWICK

ARBITRATION AWARD ISSUED THIS 12 DAY OF MAY, 2011.

UNIVERSITY OF NEW BRUNSWICK

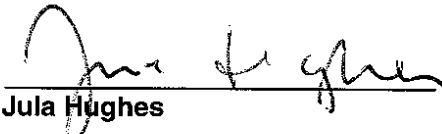

H.E.A. (Eddy) Campbell
President and Vice-Chancellor

ASSOCIATION OF UNIVERSITY
OF NEW BRUNSWICK TEACHERS

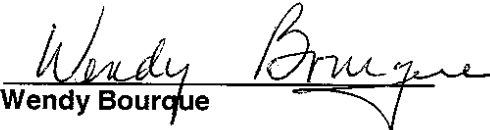

Jennie Hornosty
President

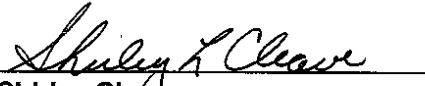
Members of the Negotiations Committees


David Clark


Julia Hughes



Barbara Richards



Wendy Bourque



Shirley Cleave



Stephen Dutcher


David Coleman


John Neilson


Lloyd Henderson


Ruth Shaw


Weiqiu Yu