

August 2014

## **Joint Guidelines for Implementation of Certain Aspects of the CAE Collective Agreement**

As anticipated in the CAE report to the 2014 Annual Meeting, AUNBT is pleased to announce that it and UNB management have reached a Joint Guidelines protocol on certain matters related to administration of the Contract Academic collective agreement. Though easily summarized below, the Joint Guidelines is a document of some complexity and took months to work out.

This Joint Agreement is in effect on an **experimental** or test basis for one year (expires 30 June 2015). The parties wanted a chance to see how the Guidelines worked before committing themselves permanently.

For the most part, the Joint Guidelines answer questions arising from the new collective agreement category called Automatic Multi-Year Appointment. However, the parties have taken this opportunity to clarify a few other matters. Main changes are summarized below. View the full text of the Joint Guidelines at

<http://aunbtweb.wordpress.com/about/collective-agreements/cae-members/>

---

### MEMBERS WITHOUT A RIGHT OF FIRST REFUSAL

The Joint Guidelines make no change in your employment relations. The document does reiterate something already in the collective agreement: no anonymous student materials (other than approved Student Opinion Surveys) can be part of the member's official file.

### MEMBERS WITH RIGHT OF FIRST REFUSAL

The Joint Guidelines' most important clarification for those with a ROFR (but not a Multi-Year Appointment) in a course is that, where there is more than one section of the course offered in a term, the most senior ROFR-holder is entitled to claim 2 course sections in the term (subject to the course load ceiling), the next senior may claim another 2 sections, and

so on. Where it needs to be determined, seniority among ROFR-holders in a course is determined by the assessment committee, as the collective agreement specifies. As well, ROFR in a course will now expire after **five** years of inactivity (not 3).

#### MEMBERS WITH A MULTI-YEAR APPOINTMENT

Here are some of the matters now clarified:

- The claims of a Discretionary MYA-holder in a course take priority over those of an Automatic Multi-Year Appointment holder (and indeed everyone else).
- Where there is more than one Automatic Multi-year Appointment-holder in a course competing for the same course or course sections, priority among them depends on **seniority** (as determined by the number of times each has taught the course in the last 5 years).
- Where there is more than one Automatic Multi-year Appointment-holder in a course competing for the same course sections, the top-ranked member (as determined by seniority: see above) is entitled to claim 2 course sections that term, the next-ranked member is entitled to 2 sections, and so on.
- Assessment for renewal of the Automatic Multi-Year Appointment is now linked to reassessment for the Right of First Refusal. The practical effect of this is to make assessments somewhat less frequent.
- Once in five years a Multi-Year Appointment-holder in a course may decline to teach the course for **any** reason (not just the ones mentioned in the collective agreement) without forfeiting the Multi-Year Appointment.
- Subject to course load ceilings, the claims of a **Discretionary** Multi-Year Appointment-holder in a course to teach that course take precedence over those of all others, full-time and CAE. The claims of an **Automatic** Multi-Year Appointment holder take precedence over those of all others except those of a full-time member teaching his/her **regular** course load where the dean so decides. Both of these propositions are implicit in the collective agreement but are now made explicit.