

COLLECTIVE AGREEMENT

between

THE UNIVERSITY OF NEW BRUNSWICK

and

THE ASSOCIATION OF UNIVERSITY OF NEW BRUNSWICK TEACHERS

1985-1988

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Article 1 - DEFINITIONS

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

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

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

Chairperson means the Head, Chairman or Director of an Academic Department or his/her delegate(s), if any.

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

Day means working day.

Dean means the Dean of a Faculty, the Dean of Faculty at UNBSJ and the University

Librarian, as appropriate, or his/her delegate(s), if any.

- Employee is an employee of the University of New Brunswick included in the Bargaining Unit as described in the Order of Certification, Number I.R.B. 1-2-78, issued March 30, 1979, by the Industrial Relations Board of the Province of New Brunswick, as specifically amended by Article 3 of this Collective Agreement.
- Faculty Member is an Employee with the rank of Professor, Associate Professor, Assistant Professor or Lecturer.
- Institute shall be understood to mean any research Institute or research Centre approved by Senate and operating under the aegis of the School of Graduate Studies and Research.
- Librarian means a Professional Librarian with the classification of Librarian 1, Librarian 2, Librarian 3, or Librarian 4.
- 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.

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

University Librarian means the Librarian of the University as defined in the UNB Act or her/his delegate(s), if any.

Article 2 - PREAMBLE

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

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

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

Article 3 - RECOGNITION

- 3.01 The University of New Brunswick recognizes the Association as the sole and exclusive bargaining agent for the unit defined in the Order of Certification numbered IRB 1-2-78 (Appendix A) issued on March 30, 1979 by the New Brunswick Industrial Relations Board, as amended from time to time by the Industrial Relations Board, or by the Parties.
- 3.02 It is agreed that persons who are employed full-time for less than one academic term (in the case of faculty members or Instructors) or full-time for less than 90 days (in the case of other classifications) shall not be included in the bargaining unit.

Article 4 - MANAGEMENT RIGHTS

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

Article 5 - COLLEGIAL RIGHTS

- 5.01 The University of New Brunswick recognizes the right, privilege, and responsibility of Employees to participate in the collegial processes of the University, as set out in Senate regulations, guidelines, policies, and decisions, as

approved by the Board of Governors and as set out in the University of New Brunswick Act, except as specifically abridged or modified by this Collective Agreement.

Article 6 - RIGHTS OF THE ASSOCIATION

- 6.01
- a) The University of New Brunswick shall provide the Association, without charge, with a suitably serviced and maintained, centrally-located office on each campus, and with the use of the internal postal service of the University of New Brunswick.
 - b) Meeting rooms on either campus may be booked by the Association through the room-booking procedures applicable to academic departments and will be available without charge.
 - c) Internal mail, telephone, duplication, computing and audio-visual services, and such other University of New Brunswick services as may be agreed upon from time to time, shall be available to the Association on either campus on the same basis and at the same rates as are applicable to academic departments.

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

- 6.02 The University of New Brunswick agrees to print and provide to the Association, without charge, a copy of this Collective Agreement (including all appendices) for each Employee, plus two hundred (200) copies.

- 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; Employees shall have the right to participate actively in the Association. Such participation shall be treated, for assessment purposes only, neither more nor less favourably than other committee service and similar duties performed for Academic Departments, Faculties, Libraries, and the University.
- 7.02 The President of the Association and the Chairperson of the Association Grievance Committee shall each receive a reduction of one-third in his/her teaching load.

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 monthly basis the dues or assessments of the Association during the life of this Collective Agreement, from the salary of each Employee.
- 8.03 Employees may register, in writing, with the Association (copy to the President of the University) an objection to paying these dues or assessments. Such objection may be on the grounds that the Employee is a 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 Employee has expressed a personal conviction, as a matter of conscience, against paying dues or the equivalent of dues to any union. These objections shall be registered within twenty (20) days of the signing of this Collective Agreement or within twenty (20) days of return of an Employee who is absent from the University or within twenty (20) days of entering the bargaining unit for persons who are not Employees in the bargaining unit at the time of signing of this Collective Agreement. The Association shall carefully consider each objection and shall advise the Employee and the University of New Brunswick if an objection is justified. If the Association upholds the objection, the Employee shall pay the equivalent of dues by payroll deduction to a University of New Brunswick Scholarship Fund.

- 8.04 Employees who 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 Joint Liaison Committee, shall retain their exemption from the payment of dues and assessments to the Association. In the case of persons who were Employees prior to the signing of this Collective Agreement the provisions of Article 8.03 shall apply only to those Employees who were absent from the University between November 3, 1980 and the signing of this Collective Agreement or who entered the bargaining unit within 20 days prior to the signing of this Collective Agreement.
- 8.05 The University of New Brunswick agrees to remit to the Association the amounts deducted under Article 8.02 on the next working day following each pay day. The University of New Brunswick shall inform the Association in writing of the names and ranks of the Employees from whose salaries such deductions have been made, and the amounts deducted from each Employee's salary.
- 8.06 The Association agrees to hold the University of New Brunswick harmless for any action arising out of wrongful deductions of money for Association dues, or their equivalent, resulting from the Association's instructions.

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

- 9.01 Individuals employed by the University of New Brunswick who are excluded from the bargaining unit because of their positions shall enter or re-enter the bargaining unit upon leaving a position excluding them from the bargaining unit, and shall be

entitled to the rights, privileges and accumulated credits they would have received if the time served in the position excluding them had been served in the bargaining unit.

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

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

Article 10 - WORK OF THE BARGAINING UNIT

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

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

- b) Students registered in the School of Graduate Studies and Research engaged in instructional duties under the supervision of an Employee, in accordance with the rules and regulations of that School.
- c) Undergraduate students registered in the University, engaged in marking, demonstrating or similar duties, under the supervision of an Employee.
- d) Persons working on a part-time basis, provided that notices of the positions have first been circulated to the members of the Academic Department and have been posted in the Academic Department and Faculty concerned, with a copy to the Association, and at least five days after the posting have been allowed for Employees to request assignment of these duties. Such requests shall be considered by the University of New Brunswick on the basis of the qualifications and experience required, and the availability of the Employee to perform the duties at the scheduled times. A qualified Employee with appropriate experience shall be assigned such duties upon his/her request provided he/she is available to perform the duties at the scheduled times, **and provided such duties will not prevent fulfillment of the Employee's professional responsibilities as set out in Article 16A.** Where such part-time appointments must be made urgently for sound academic reasons, exceptions to the advertising requirement may be authorized by the Dean, who shall inform the Association immediately, giving reasons.

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

- a) retired former Employees; or
- b) in a market differential area determined in accordance with Article 36A.

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

Article 11 - UNB-AUNBT RELATIONS

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

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

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

- 11.04 The Association shall have the right at any time to call upon the assistance of representatives of the Canadian Association of University Teachers (C.A.U.T.) or the Federation of New Brunswick Faculty Associations (F.N.B.F.A.) or any other counsel it deems advisable. When negotiating with the University of New Brunswick, assisting in the presentation of a grievance, or otherwise conducting business with representatives of the University of New Brunswick, such Association representatives or counsel shall be properly accredited by the Association and the extent of their authority shall be clearly defined and communicated in advance and in writing to the University of New Brunswick. Such representatives or counsel shall have normal access to University of New Brunswick premises to consult with Employees.
- 11.05 A Joint Liaison Committee shall be established within ten (10) days of the signing of this Collective Agreement.
- 11.06 The Joint Liaison Committee shall be composed of four (4) representatives of the Association and four (4) representatives of the University of New Brunswick. The Committee shall be chaired jointly by one of the representatives of the Association and one 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, excluding any dispute which is at that time being resolved under the grievance and arbitration procedures set out in Article 41. This Committee shall attempt to foster better communication and more effective working relationships between the Parties and shall attempt to maintain a spirit of co-operation and respect between the Parties.

- 11.08 The Joint Liaison Committee shall meet when deemed necessary or useful by mutual agreement of the Parties, or within five (5) days of written notice being given by either Party.
- 11.09 The Joint Liaison Committee shall determine its own procedures subject to the provision that a quorum shall consist of at least three (3) representatives of each Party.
- 11.10 The Joint Liaison Committee shall not have the power to add to or to modify the terms of this Collective Agreement.

Article 12 - CORRESPONDENCE

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

- a) The President
Old Arts Building
University of New Brunswick

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

Article 13 - INFORMATION

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

- a) The names, ranks, salaries and starting dates of all new Employees within thirty (30) days after the first pay day.
- b) The names of all Employees whose employment has been terminated and the dates of such terminations within thirty (30) days of termination.
- c) The names, new ranks and, where applicable, the new salaries of Employees who have received promotions, and the effective dates of such promotions, not later than thirty (30) days after the effective dates or within thirty (30) days after their approval, as appropriate.
- d) On July 30th of each year, or within thirty (30) days of its approval, whichever is sooner, a list of all Employees granted leave for the present academic year, or part thereof, the type of leave granted and the percentage of salary while on leave.
- e) A list and detailed description of all fringe benefits plans applicable to Employees, and the rates charged to Employees for these plans.
- f) In the Fall, Winter, Intersession 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, together with the name of the person teaching each course and each section of each course.

- g) A copy of the annual audited Report and Financial Statements of the University of New Brunswick within ten (10) days following approval for release by the Board of Governors.
- h) A copy of all official press releases made by the University of New Brunswick, at the time of release.
- i) At the time of release, a copy of any official public representations or briefs made in writing by the University of New Brunswick to any government agency, department or representative.
- j) A copy of the agenda and the minutes, at the time of distribution, of any open meetings of the Board of Governors and any supporting documents to these agenda items.
- k) The names of all persons appointed or elected to positions on the Board of Governors or committees thereof, together with any terms of reference of those committees.
- l) 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.
- m) Such other information as may be set out elsewhere in this Collective Agreement.

- 13.02 The University of New Brunswick agrees to authorize Statistics Canada to release to the Association, on an annual basis, the following tables based on the Salary Analysis System for full-time University Teachers, concerning the University of New Brunswick only, as per the major categories in the official Statistics Canada request form, that is: Tables 1, 2, 3, and 4 to the level of disaggregation regarding appointment category, sex, discipline, rank and administrative function. It is understood that Table 1 categorizes by age, Table 2 by years since award of first degree, Table 3 by years since award of highest degree and Table 4 by years since nomination to present rank. It is agreed that the data will not be presented in such a way that individual Employees can be identified.
- 13.03 The Association agrees to provide to the University of New Brunswick:
- a) The names of all Employees appointed or elected to positions in the Association or to positions on committees thereof, together with any terms of reference of those committees.
 - b) A copy of the annual audited financial statements of the Association.
 - c) A copy of all official press releases made by the Association, at the time of release.
 - d) A copy of the agenda and the minutes, at the time of distribution, of any open meetings of the Association.
 - e) At the time of release, a copy of any official public representations or briefs made in writing by the Association to any government agency, department or representative.

Article 14 - ACADEMIC FREEDOM

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

14.02 Employees shall have:

- a) freedom of discussion, freedom to criticize, including criticism of the University of New Brunswick and the Association, freedom from censorship by the Parties, and freedom to consider and study all available expressions of creativity, knowledge, and intellectual activity, including those which may be considered by some elements of society to be unconventional, unpopular or unacceptable;
- b) freedom in the choice and pursuit of research, and freedom to disseminate or to withhold dissemination of the results and conclusions of such research;
- c) freedom in the choice and pursuit of teaching methods, and to state their views on matters relating to their discipline.

This Article 14.02 is subject to Article 22A.17, 22B.14 and 22D.14.

14.03 Academic freedom does not require neutrality; rather, academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research, teaching and scholarship on an honest search for knowledge.

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

Article 15 - NON-DISCRIMINATION

- 15.01 There shall be no discrimination, interference, restriction or coercion exercised or practised regarding any matter including, but not limited to, salary, rank, appointment, promotion, tenure, termination of employment, layoff, sabbatical leave, other leaves, fringe benefits, or any other terms and conditions of employment by reason of age (except for retirement as provided for through this Collective Agreement), 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, 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, rank, appointment, promotion, tenure, termination of employment, layoff, sabbatical leave, other leave, fringe benefits, or any other terms and conditions of employment of any person(s) in his/her immediate family.

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

Article 16A - PROFESSIONAL RESPONSIBILITIES
OF FACULTY MEMBERS

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

16A.02 The responsibilities of faculty members shall be an appropriate combination of:

- a) dissemination of knowledge through undergraduate and/or, graduate teaching; and
- b) research, scholarly or other creative activities; and
- c) academic service.

The Dean may also assign reasonable duties which are not in conflict with this Collective Agreement. There shall be consultation with faculty members prior to the assignment of such duties.

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

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

Dissemination of Knowledge

This involves undergraduate and/or graduate teaching and may contain elements of continuing education which fall within the faculty member's area of expertise and which have been approved by the Dean:

- 16A.04 a) Faculty members have an obligation to develop and maintain their scholarly competence and effectiveness as teachers within their area of expertise, to conscientiously prepare and organize their subject matter and to revise that subject matter on a regular basis as appropriate for that subject. They shall inform their students of the methods of instruction and evaluation in their courses, giving due

regard to Senate regulations in these matters. Upon written request, they shall inform the Dean of course outlines, methods of instruction and evaluation procedures within a reasonable period of time after completion of the course.

- b) Whenever possible, there shall be prior consultation with faculty members on the assignment of teaching duties. Once such duties have been assigned by the Dean in accordance with Article 19, it is the responsibility of faculty members to teach the assigned courses to students registered in them, at a time and place designated or approved by appropriate University authorities and in a manner which reflects the description in the Calendar, or as approved at the appropriate level. Faculty members shall be available regularly for individual consultation with their students beyond class or laboratory hours and shall inform their students, and upon written request their Dean, of such arrangements.
- c) Faculty members shall comply with formally approved and published procedures and deadlines concerning the reporting and reviewing of the grades of their students, and such other formally approved and published procedures and deadlines as may be reasonable and necessary for the well-ordered operation of the teaching programs of the University.

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

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

- d) Faculty members have the responsibility to schedule and organize their instruction within relevant academic regulations, and the right and responsibility to maintain an orderly and productive academic environment.
- e) Faculty members may cancel or terminate scheduled instruction only for good cause and they shall so notify the Dean. If possible, they shall give their students advance notice of such cancellation. Faculty members shall make every reasonable effort to reschedule instruction. Students and the Dean shall be informed of such rescheduled instruction.
- f) Supervision of students' research and practical work and of their thesis preparation, as well as participation in the evaluation of their theses, are integral aspects of teaching responsibilities.

Research, Scholarly
or Creative Activity

This involves the creation of new knowledge, and/or the creative use of existing knowledge, and/or the organization and synthesis of existing knowledge and/or creative expression, in the faculty member's area of expertise.

- 16A.05 a) Research, scholarly or creative activity within their area of expertise conducted by faculty members in the course of their duties shall have as its primary objectives the increase of knowledge and understanding, and the improvement of the faculty members' teaching and scholarly competence.

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

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

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

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

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

Academic Service

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

Article 16B - RESPONSIBILITIES OF INSTRUCTORS AND SENIOR INSTRUCTORS

- 16B.01 Instructors and Senior Instructors have certain rights, duties and responsibilities which derive from their positions as teachers.
- 16B.02 The principal responsibility of Instructors and Senior Instructors is to support the work of the Academic Department

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

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

Teaching

- 16B.04 a) Instructors and Senior Instructors have an obligation to develop and maintain their scholarly competence and effectiveness as teachers within their area of expertise, to conscientiously prepare and organize their subject matter and to revise that subject matter on a regular basis as appropriate for that subject. They shall inform their students of the methods of instruction and evaluation in their courses, giving due regard to Senate regulations in these matters. Upon written request, they shall inform the Dean of course outlines, methods of instruction and evaluation procedures within a reasonable period of time after completion of the course.
- b) Whenever possible, there shall be prior consultation with Instructors and Senior Instructors on the assignment of teaching duties. Once such duties have been assigned by the Dean in accordance with Article 19B, it is the responsibility of Instructors and Senior Instructors to teach the assigned courses to students registered in them, at a time and place designated or approved by appropriate University authorities and in a manner which reflects the description in the Calendar, or as approved at the appropriate level. Instructors and Senior Instructors shall be available regularly for individual consultation with their students beyond class or laboratory hours and shall inform their students, and upon written request, their Dean, of such arrangements.

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

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

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

- d) Instructors and Senior Instructors have the responsibility to schedule and organize their instruction within relevant academic regulations, and the right and responsibility to maintain an orderly and productive academic environment.
- e) Instructors and Senior Instructors may cancel or terminate scheduled instruction only for good cause and they shall so notify the Dean. If possible, they shall give their students and the Dean advance notice of such cancellation and they shall make every reasonable effort to re-schedule instruction. Students and the Dean shall be informed of such re-scheduled instruction.

- f) Supervision of undergraduate students' research and practical work and of their thesis preparation, as well as participation in the evaluation of their theses, are integral aspects of teaching responsibilities.
- g) With the approval of the School of Graduate Studies and Research, upon recommendation of the Dean of the Faculty concerned, Instructors and Senior Instructors shall be eligible to teach and co-supervise graduate students, subject to the assignment of their teaching load under Article 19B.05.

Research, Scholarly
or Creative Activity

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

Academic Service

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

Article 16C - RESPONSIBILITIES OF SECOND LANGUAGE TEACHERS

- 16C.01 Second Language Teachers have certain rights, duties and responsibilities which derive from their positions as teachers.
- 16C.02 The principal responsibility of Second Language Teachers is to provide a structured learning environment for students to receive training in French or English as a second language. Second Language Teachers shall also organize and co-ordinate such reasonable related teaching or socio-cultural activities as are part of the Second Language Learning Program determined by the University of New Brunswick. If participation by the Second Language Teacher in such activities is necessary, the University of New Brunswick may so request. Such request shall not be unreasonably denied by the Second Language Teacher. Second Language Teachers shall be responsible for giving such diagnostic and performance tests as may be determined by the University of New Brunswick. Second Language Teachers shall carry out such other reasonable professional tasks related to improving the quality and efficiency of the language learning milieu as may be assigned by the University of New Brunswick, and which are not in conflict with this Collective Agreement. They shall strive to maintain a high degree of communication with the students. Second Language Teachers shall maintain and submit to the University of New Brunswick such attendance records and individual student assessments as may be required by the University of New Brunswick.

The pattern of these responsibilities may vary from individual to individual and from time to time subject to the Dean's assignment of workload set out in Article 19. The University of New Brunswick shall make every reasonable attempt to facilitate the assigned work of Second Language Teachers.

16C.03 Second Language Teachers 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 practise or permit censorship, to respect the principles of confidentiality in a manner consistent with their academic role, to seek the highest possible standards of scholarship, and the right and responsibility to maintain an orderly and productive environment for their teaching.

Teaching

16C.04 Second Language Teachers have an obligation to develop and maintain their effectiveness as teachers within their area of expertise, and to conscientiously prepare their subject matter for presentation. They shall inform their students of the methods of instruction and evaluation employed in the relevant Second Language Training Program. The course content and the teaching methods will be as determined by the University of New Brunswick and the provisions of Article 14.02 shall be subject to the requirements of the University of New Brunswick resulting from this externally-funded teaching project. In preparing for their teaching assignments and in carrying them out, Second Language Teachers shall use such pedagogical materials or techniques, as may be determined by the University of New Brunswick. Such requirements shall be set out in writing to the Second Language Teachers, with a copy to the Association, at the time of appointment and shall be reasonable and not in conflict with the provisions of this Collective Agreement. Employees wishing to be employed in connection with this project shall accept these requirements as conditions of employment.

Article 16D - RESPONSIBILITIES OF PROFESSIONAL LIBRARIANS

- 16D.01 Librarians have certain rights, duties and responsibilities which derive from their positions as professional Librarians in a University Library.
- 16D.02 The principal responsibility of Librarians is to support the academic work of the University by providing professional consultation and assistance to library users and by maintaining and developing the library holdings on the basis of the needs of Faculties and Academic Departments and the financial resources allocated to the Library. In addition, Librarians are expected to develop their professional knowledge and may be asked to participate in Library administration by the University Librarian. In addition, Librarians may be involved in committee service in the Library or elsewhere in the University, when invited or elected to the extent that such involvement does not prevent the Librarians from fulfilling their principal responsibility. Such committee service shall be discussed in advance with the University Librarian to ensure that this service is not in conflict with the Librarian's principal responsibility.

The University Librarian may also assign reasonable duties which are not in conflict with this Collective Agreement. There shall be consultation with Librarians prior to the assignment of such duties. The pattern of these responsibilities may vary from individual to individual and from time to time, subject to the University Librarian's assignment of workload as set out in Article 19. The University of New Brunswick shall make every reasonable attempt to facilitate the assigned work of Librarians.

- 16D.03 a) Librarians may be involved in research to the extent that such involvement does not prevent the Librarians from fulfilling their principal responsibility. Such research, if any, shall be outside the Librarian's responsibilities to the University of New Brunswick except with the approval of the University Librarian.
- b) The purpose of research conducted by Librarians is to increase knowledge and understanding and to improve the professional competence of Librarians.
- c) Research carried out by a Librarian shall conform in all respects, as applicable, to Article 16A.05.
- 16D.04 Librarians have the responsibility to deal fairly and ethically with students, faculty, and other members of the academic community, to avoid discrimination, to foster a free exchange of ideas and to refuse to practise or permit censorship, to respect the principles of confidentiality in a manner consistent with their role, to seek the highest possible standards of professional knowledge and performance, to acknowledge their indebtedness to students and/or colleagues in relation to their own research (if any), to uphold and to protect the principles of academic freedom, and to strive to ensure the fullest possible access to library materials.
- 16D.05 Whenever possible, there shall be prior consultation with Librarians on the assignment of professional duties. Once such duties have been assigned by the University Librarian in accordance with Article 19, it is the responsibility of Librarians to conscientiously perform the assigned duties. These may include working with colleagues, supervising the support staff and providing professional services to Library users (e.g., public service, collections development, bibliographical control and technical Library operations).

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

Article 17A - RESEARCH ASSOCIATES AND SENIOR RESEARCH ASSOCIATES

- 17A.01 In this Article, the term Research Associate shall include Senior Research Associate.
- 17A.02 An Employee whose principal responsibilities are research and scholarly activity may be appointed as a Research Associate or Senior Research Associate.
- 17A.03 Unless explicitly stated in this Collective Agreement to be otherwise, the ranks of Research Associate and Senior Research Associate shall correspond in terms of qualifications, salary and terms and conditions of employment to the ranks of Assistant Professor and Associate Professor, respectively.
- 17A.04 Subject to the agreement of the Research Associate concerned, and of any faculty member whose research grant provides part or all of the Research Associate's salary, a Research Associate may be assigned teaching duties from time to time. Such duties shall involve not more than the teaching of one full course, or its equivalent, per year.

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

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

Where less than 25 percent of the salary to be paid to a Research Associate is provided from University of New Brunswick funds and the remainder is paid from research grants, research contracts or donations, or is provided to the University via a research grant to a faculty member, the letter of appointment shall state that, should such external funding cease or be substantially reduced, the appointment may be terminated. Such termination shall not constitute layoff.

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

17A.08 In the case of Research Associates whose salary is derived in whole or in part from a research grant to a faculty member, the assessment procedure shall be as described in Article 17.07 except that the faculty member shall be given the opportunity to provide an assessment at Level 1.

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

Prior to appointment of such a Research Associate, a cognate Department and Faculty shall be identified and assigned the responsibility for the various types of assessment for the Research Associate. Such assessment shall be carried out as for faculty members with the additional provisions that assessments shall be provided by the Director of the Institute or Centre at Level 1 and by the Dean of the School of Graduate Studies and Research at Level 2.

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

Article 17B - NSERC UNIVERSITY RESEARCH FELLOWS

17B.01 An NSERC University Research Fellow shall be appointed with "research" designation. It is agreed that prior advertising of positions is not required in the case of NSERC University Research Fellows. Subject to the agreement of the NSERC University Research Fellow, he/she may be assigned teaching duties in accordance with the NSERC policies relating to NSERC

University Research Fellowships. The University of New Brunswick shall normally make a term appointment in the case of NSERC University Research Fellows but may, at its option, make a probationary or continuing appointment where circumstances make such an appointment desirable. An NSERC University Research Fellow on a term appointment, may have their employment terminated by the University of New Brunswick if NSERC funding of the NSERC University Research Fellowship ceases. Unless explicitly stated in this Collective Agreement to be otherwise, an NSERC University Research Fellow and a Senior NSERC University Research Fellow shall correspond in terms of qualifications, salary and terms and conditions of employment to the ranks of Assistant Professor and Associate Professor, respectively.

Article 18A - DUTIES OF CHAIRPERSONS

18A.01 The duties of Chairpersons shall be those set out for Chairmen in the University of New Brunswick Act, and in this Collective Agreement, and shall include:

- a) advising the Dean in matters pertaining to their Academic Departments;
- b) providing leadership which will encourage the orderly, effective and efficient operation of their Academic Departments;
- c) representing their Academic Departments on Faculty, University, or external committees.

- 18A.02 Without limiting the foregoing, Chairpersons shall be responsible for holding and chairing meetings of their Academic Departments and for reporting Departmental policy to the Dean. In addition, they shall be responsible to the Dean for the following matters:
- a) advice with respect to program and budget for their Academic Departments;
 - b) the operation of their Academic Departments within approved budgets;
 - c) chairing the Department Assessment Committee in accordance with Articles 25A and 25B;
 - d) supervising and assessing the performance of the support staff of their Academic Departments;
 - e) advising students on academic matters, and making referrals when assistance is required with non-academic problems;
 - f) initiating the recruitment of departmental support staff in accordance with University policy;
 - g) consulting with and assisting other Academic Departments and the Director of Extension and Summer Session in implementing those credit courses approved by Senate involving the Academic Department;
 - h) reviewing and ranking scholarship applications for students in their Academic Departments, as required;

- i) reviewing and ranking research proposals from Employees in their Academic Departments, as required;
- j) such other matters as are specified in this Collective Agreement;
- k) such duties related to their Academic Departments as may be requested by the Dean and which are consistent with this Collective Agreement.

Article 18B - DUTIES OF LIBRARY DEPARTMENT HEADS

- 18B.01 The duties of Library Department Heads shall be assigned by the University Librarian in accordance with the provisions of Articles 16D and 19D, and shall include:
- a) advising the University Librarian in matters pertaining to their Department;
 - b) providing leadership which will encourage the orderly, effective and efficient operation of their Department;
 - c) representing their Department on Library, Faculty, University, or external committees.
- 18B.02 Without limiting the foregoing, they shall be responsible to the University Librarian for the following matters:
- a) advice with respect to program and budget for their Departments;
 - b) the operation of their Departments within approved budgets;
 - c) supervising and assessing the performance of the support staff of their Departments;

- d) initiating the recruitment of department support staff in accordance with University policy;
- e) such other matters as are specified in this Collective Agreement;
- f) such other duties related to their departments as may be requested by the University Librarian and which are consistent with this Collective Agreement.

Article 19A - WORKLOAD OF FACULTY MEMBERS

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

19A.02 The composition of the workload of a faculty member in terms of the various areas set out in Article 16A may fluctuate within reasonable limits from year to year, and during any year, in response to the requirements and priorities of the Academic Department (or Faculty when no Academic Departments exist), except in the case of faculty members holding research rank, in which case the workload shall consist principally of research.

- 19A.03 The Dean shall determine for the Faculty as a whole and for each Academic Department, following consultation with the Chairpersons, the normal teaching load to be assigned to the majority of faculty members in each Academic Department. Such normal teaching load shall be appropriate and reasonable for the discipline(s) concerned, with due regard for the 1978-1979 normal teaching load in the various Academic Departments or Faculties.
- 19A.04 Unless otherwise consented to by a faculty member in writing, fluctuations in the individual teaching load shall, over a reasonable period of time, result in an average teaching load for the faculty member which is similar to the normal teaching load for that Academic Department (or Faculty where no Academic Departments exist).
- 19A.05 Following consultation with the Chairperson and with due regard for the provisions of Article 19A.06 and for the normal teaching load of faculty members in the Academic Department (or Faculty where no Academic Departments exist) concerned, the Dean shall assign the individual teaching load to faculty members not later than June 1. This date may be extended by the Dean for good cause. Faculty members holding research rank shall not be required to undertake an individual teaching load exceeding one full course per year or its equivalent.
- 19A.06 The Dean shall assign the individual teaching load of each faculty member, which shall be reasonable taking into account any information available to him/her with respect to:
- a) the needs and priorities of the Academic Department, or Faculty;
 - b) the abilities, discipline and specific area of expertise of the faculty member;

- c) the faculty member's engagement in research, scholarly or other creative activity;
- d) the faculty member's engagement in academic service;
- e) the faculty member's supervision of graduate and undergraduate student research;
- f) the nature and scope of the teaching load to be assigned to the faculty member including, clinical and field supervision, practise schools, and field schools;
- g) any other relevant factors.

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

19A.07 Upon written request by the Dean, faculty members shall submit a summary of the nature, scope and specific achievements of their research, scholarly and creative activities carried out in the preceding academic year.

19A.08 The individual teaching load of faculty members shall normally be scheduled for the Fall and Winter terms of the Regular Session. With their consent, faculty members may be assigned to teach in Extension, Intersession, or Summer Session as part of their individual teaching load. No additional remuneration will be paid for such assignments when they are part of the individual teaching load.

- 19A.09 Faculty members who are Chairpersons of Academic Departments shall receive a reduction of one-third in their individual teaching load during their term of office.

Article 19B - WORKLOAD OF INSTRUCTORS AND SENIOR INSTRUCTORS

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

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

- 19B.02 The Dean shall determine for the Faculty as a whole and for each Academic Department, following consultation with the Chairpersons, the normal teaching load to be assigned to the majority of Instructors or Senior Instructors in each Academic Department. Such normal teaching load shall be appropriate and reasonable for the discipline(s) concerned, with due regard for the 1979-80 normal teaching load in the various Academic Departments or Faculties.

- 19B.03 Unless otherwise consented to by an Instructor or a Senior Instructor in writing, fluctuations in the individual teaching load shall, over a reasonable period of time, result in an average teaching load for the Instructor or Senior Instructor which is similar to the normal teaching load for Instructors or Senior Instructors in that Academic Department (or Faculty, where no Academic Departments exist).
- 19B.04 Following consultation with the Chairperson and with due regard for the provisions of 19B.05 and for the normal teaching load of Instructors or Senior Instructors in the Academic Department (or Faculty, where no Academic Departments exist) concerned, the Dean shall assign the individual teaching load to Instructors or Senior Instructors not later than June 1. This date may be extended by the Dean for good cause.
- 19B.05 The Dean shall assign the individual teaching load of Instructors and Senior Instructors which shall be reasonable taking into account any information available to him/her with respect to:
- a) the needs and priorities of the Academic Department (or Faculty, where no Academic Departments exist);
 - b) the abilities, discipline and specific area of expertise of the Instructor or Senior Instructor;
 - c) the nature and scope of the teaching load to be assigned to the Instructor or Senior Instructor, including clinical and field supervision, practise schools, and field schools.
 - d) any other relevant factors.

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

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

Article 19C - WORKLOAD OF SECOND LANGUAGE TEACHERS

- 19C.01 The workload of Second Language Teachers involves those elements set out in Article 16C. Unless specifically provided otherwise in the letter of appointment, Second Language Teachers are employed by the University of New Brunswick for the complete period of the term appointment set out in the letter of appointment and, except for scheduled vacation and holidays as specified in Article 34, shall meet their responsibilities throughout this period.
- 19C.02 The composition of workload of a Second Language Teacher in terms of the components set out in Article 16C, may fluctuate within reasonable limits during the term of the appointment, in response to the requirements and priorities of the program.

19C.03 The scheduled teaching duties of the Second Language Teacher are twenty hours per week. The instructional hour is sixty minutes long. Teachers must reserve at least two hours per day for preparation and must be available for regular staff meetings. These meetings are held outside of normal scheduled teaching hours. In addition, Second Language Teachers may be required to perform such other reasonable related duties as are set out in Article 16C.02. When changes occur in the prescribed curriculum or in the materials assigned for use in the curriculum, the workload shall be assigned in a manner that provides sufficient preparation time for the Second Language Teacher to adequately familiarize themselves with the changes prior to presentation or use in class. To meet the special pedagogical and scheduling requirements of the various second language programs, the Dean may assign a different pattern of responsibilities within the workload. Unless otherwise consented to by the Second Language Teacher in writing, fluctuations in the individual scheduled workload shall, over a reasonable period of time, result in an average scheduled workload for a Second Language Teacher which is similar to the normal scheduled workload for Second Language Teachers. Whenever possible, there shall be prior consultation with Second Language Teachers on the assignment of duties.

Article 19D - WORKLOAD OF PROFESSIONAL LIBRARIANS

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

- 19D.02 The composition of the workload of a Librarian in terms of the components set out in Article 16D, may fluctuate within reasonable limits from year to year, and during any year, in response to the requirements and priorities of the Library.
- 19D.03 The normal average workload for a Librarian is 36 1/4 hours per week and 7 1/4 hours per day. The University Librarian shall determine, following consultation with the Department Head concerned and with due regard for the provisions of Article 19D.06, the individual work schedule for each Librarian. Such individual work schedule shall be appropriate and reasonable for the work of the Library Department concerned. Whenever possible, the Librarian concerned shall be consulted with respect to the individual work schedule to be assigned.
- 19D.04 Unless otherwise consented to in writing by the Librarian, fluctuations in the individual work schedule shall, over a reasonable period of time, result in an average scheduled load for the Librarian which is similar to the normal average workload, as stated in Article 19D.03.
- 19D.05 For hours worked in excess of the normal workload, equivalent time off shall be scheduled by the University Librarian, in consultation with the Librarian concerned, within 20 working days.
- 19D.06 The University Librarian shall assign the individual work schedule of Librarians, which shall be reasonable, taking into account any information available to him/her with respect to:
- a) the needs and priorities of the Library Department or Faculty Library;

- b) the abilities, formal qualifications and specific area of expertise of the Librarian;
- c) the Librarian's engagement in committee service in the Library and elsewhere in the University;
- d) the nature and scope of the work schedule to be assigned to the Librarian;
- e) any other relevant factors.

It is the responsibility of the Librarian to apprise the University Librarian, in writing with reasonable advance notice, of any relevant information to be considered by the University Librarian in assigning the individual work schedule.

- 19D.07 Upon written request by the University Librarian, Librarians shall submit a summary of the nature, scope and specific achievements of any research or scholarly and creative activities carried out in accordance with the provisions of Article 16D.03 in the preceding academic year.

Article 20A - WORKLOAD REDUCTION FOR FULL-TIME EMPLOYEES

- 20A.01 The Parties agree that the workload for full-time Employees may be reduced by the University of New Brunswick, upon request by the Employee, in those circumstances set out in this Article. Employees of the bargaining unit undertaking such reduced load appointments shall continue to be considered full-time, shall remain in the bargaining unit, and shall have all the rights,

protections, duties and responsibilities of this Collective Agreement, including, but not restricted to those governing responsibilities (Article 16), outside professional activities (Article 21), workload (Article 19), promotion (Article 24), tenure and continuing status (Article 23), discipline (Article 42) and layoff (Article 30).

Temporary Workload Reduction for Full-time Employees

- 20A.02 An Employee may apply for a temporary workload reduction at any time. Such application shall be made in writing to the Dean. Following consultation with the Chairperson, the Dean shall submit to the appropriate Vice-President a written recommendation that the application be either granted or refused. The appropriate Vice-President shall make a recommendation to the President who shall decide whether or not to recommend the temporary workload reduction to the Board of Governors. The President shall advise the Employee of his decision, together with reasons, with a copy to the Association. Requests for a temporary workload reduction shall not be unreasonably denied.
- 20A.03 Such application shall be granted provided that:
- a) the proposed temporary reduction does not exceed one-half ($1/2$) of the Employee's normal workload, and does not extend for longer than two (2) academic years;
 - b) the application is made at least six (6) months in advance of the requested commencement date of the temporary workload reduction. Applications received with less notice may be considered in exceptional circumstances;

- c) the Dean can make suitable arrangements to cover the Employee's workload;
- d) the Employee is a tenured faculty member, or a continuing Employee with at least five years of service;
- e) the Employee agrees to resume his/her normal workload for at least one year upon completion of the temporarily reduced workload period.

20A.04 The salary of an Employee shall be reduced by the same reduction factor as is the Employee's workload. Credit towards promotion and sabbatical leave, if applicable, shall be prorated on the same basis. The Employee shall maintain full fringe benefits based on the nominal salary for that position in the following manner:

- a) the Health Insurance, Group Life and Family Protection, and Long-Term Disability Insurance policies shall continue at normal premium sharing, with the employee's portion paid by the normal payroll deduction;
- b) the employee shall have the option of either:
 - i) maintaining regular monthly pension contributions by payroll deduction during the period of temporarily reduced workload, or

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

20A.05 The following provisions shall apply:

- a) An employee with a temporarily reduced workload shall continue as a member of the bargaining unit.
- b) An employee with a temporarily reduced workload shall receive such additions to his/her nominal salary as shall be implemented as a result of collective bargaining from time to time during the period of temporarily reduced workload.
- c) The distribution of the temporarily reduced workload among the normal components of full workload, as set out in Article 16, shall be a matter of agreement between the Dean and the Employee.
- d) Three months prior to the commencement of the temporarily reduced workload period, the President shall inform the Employee in writing of all agreed terms and conditions on which the granting of a temporarily reduced workload is based, including a reference to the specific section(s) of this Collective Agreement which govern(s) temporarily reduced workload, and specifying a reasonable deadline for acceptance or rejection of these terms and conditions.
- e) The Employee shall not be deemed to have accepted the terms of such temporarily reduced workload until he/she has so notified the President in writing. Failure to respond within the deadline specified in Article 20.05 (d) above shall be deemed to constitute non-acceptance.

Continuing Workload Reduction for Full-time Employees

- 20A.06 A continuing reduced-load appointment is defined as one in which an Employee, at his/her request and with the approval of the University of New Brunswick, carries, for an indefinite period of time, a workload reduced by a mutually agreed factor. In the remainder of this Article, each and every reference to a "reduced-load appointment" shall be understood to mean "a reduced load appointment for an indefinite period of time".
- 20A.07 A tenured, continuing, or probationary Employee holding a full-time position, may, on a wholly voluntary basis, apply to his/her Dean for a reduced-load appointment.
- 20A.08 An application for a reduced-load appointment shall be in writing, with a copy to the Association.
- 20A.09 The salary of a reduced-load appointee shall be determined as follows:
- a) Each such appointee shall have a nominal salary composed as specified in Article 36. For an Employee transferring from full-load status, the nominal salary shall be that which would be the case if the Employee were continuing on full-load status.
 - b) Any salary increases in the case of a reduced-load appointment, shall be made to the nominal salary of the Employee as if he/she were an Employee on full-load status.
 - c) Each such appointee shall receive an actual salary prorated from the nominal salary according to the reduction in the workload.

- 20A.10 Employees on a reduced-load status under this Article shall continue their participation in the University of New Brunswick's benefits plans, on the normal basis, including premium-sharing, where applicable, as set out in Article 35, and to the extent possible under the contractual requirements of those plans. The Parties agree that the current interpretation of the Long-term Disability and pension plans does not permit the participation in these plans of Employees who have undertaken a reduced-load appointment with a workload of less than 30 hours per week.
- 20A.11 For the purposes of any assessments of performance, such as promotion, an Employee on a reduced-load appointment shall be assessed solely on the basis of his/her actual workload (in the same manner as if he/she were on a full-load appointment). The typical periods specified in Articles 23 and 24 shall be increased in inverse proportion to the workload reduction factor.
- 20A.12 For the purposes of sabbatical leave, a faculty member with a reduced-load appointment shall have the right to a sabbatical salary calculated in accordance with the provisions of Article 31A, and on the basis of the actual reduced salary, with the years of service calculated as if the faculty member was on a full-load appointment.
- 20A.13 An Employee who accepts a reduced-load appointment shall have the same access to all University of New Brunswick research facilities as if he/she were on a full-load appointment; and where the Employee has accepted a reduced workload in order to devote additional time to research, the University of New Brunswick shall not unreasonably deny increased access to these research facilities, taking into account the requirements of all other Employees with research responsibilities.

- 20A.14 a) Any Employee granted a reduced-load appointment shall have the right to resume full-load status on the following conditions:
- i) full-load status is resumed within 60 months following the commencement of the reduced-load appointment; and
 - ii) notice of the intention to resume full-load status is given 12 months prior to the date of the requested resumption of the full-load appointment.
- b) Notwithstanding the provisions of Article 20.14 (a), an Employee who agrees to assume a reduced workload appointment as an alternative to layoff in accordance with Articles 28 or 29, shall not have the right to assume full-load status without the approval of the University of New Brunswick, which shall not be unreasonably withheld.
- 20A.15 Subject to the provisions of this Article and any references to reduced-load appointments elsewhere in this Collective Agreement, Employees on reduced-load appointments shall have all the rights, protections, duties and responsibilities of this Collective Agreement, including, but not restricted to, those governing tenure, continuing status, promotion, dismissal and layoff.
- 20A.16 a) The letter of offer of the reduced-load status from the President of the University of New Brunswick shall specify the nominal salary, the reduction in the workload and the actual salary, the date of commencement of the appointment, and all other terms and conditions attached to the appointment, as set out for full-load appointments in Article 22.
- b) Upon receipt of the letter under Article 20.16 (a) from the President, the Employee concerned shall have 15 days in

which to indicate in writing to the President his/her acceptance or rejection of the offer of the reduced-load appointment.

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

20A.17 The University of New Brunswick may, at any time within the 60 months following the commencement of the reduced-load appointment, at its sole discretion, convert a reduced-load appointment to full-load status, with 12 months' notice.

Article 20B - VOLUNTARY SEPARATION AND EARLY RETIREMENT

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

Article 21A - OUTSIDE PROFESSIONAL ACTIVITIES OF FACULTY MEMBERS

- 21A.01 Subject to the provisions of this Article, faculty members have the right to engage in part-time outside professional activities, paid or unpaid, provided that such activities do not prevent the faculty member from fulfilling his/her professional responsibilities to the University of New Brunswick, as set out in Article 16A. Upon written request by the Dean, faculty members shall make available reports on the nature and scope of outside professional activities of a non-trivial nature. Any faculty member engaging in a substantial amount of paid or unpaid outside professional activities shall discuss these activities, upon request, with the Dean to ensure that it is mutually agreed that these activities are not in conflict with the faculty member's professional responsibilities, as set out in Article 16A.
- 21A.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 or other appropriate University of New Brunswick authority. If approval is granted, the charges for such equipment, supplies, facilities, employees or services shall be at the prevailing rates, unless the appropriate University of New Brunswick authority agrees, in writing, to waive all or part of the charges.
- 21A.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 faculty member from stating the nature and place of his/her employment, rank and title, in connection with outside professional activities, provided that

he/she shall not purport to represent the University of New Brunswick or speak for it, or to have its approval unless that approval has been given in writing.

Article 21B - OUTSIDE PROFESSIONAL ACTIVITIES OF
INSTRUCTORS, SENIOR INSTRUCTORS, LIBRARIANS
AND SECOND LANGUAGE TEACHERS

- 21B.01 Subject to the provisions of this Article, Employees have the right to engage in part-time outside professional activities, paid or unpaid, provided that such activities do not prevent the Employee from fulfilling his/her responsibilities to the University of New Brunswick, as set out in Article 16. Upon written request by the Dean, Employees shall make available reports on the nature and scope of outside professional activities of a non-trivial nature. Employees planning substantial paid or unpaid outside professional activities shall discuss these activities, in advance, with the Dean to ensure that it is mutually agreed that these activities are not in conflict with the Employee's responsibilities, as set out in Article 16.
- 21B.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 or other appropriate University of New Brunswick authority. If approval is granted, the charges for such equipment, supplies, facilities, employees or services shall be at the prevailing rates, unless the appropriate University of New Brunswick authority agrees, in writing, to waive all or part of the charges.

- 21B.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 Employee from stating the nature and place of his/her employment, rank or classification and title, in connection with outside professional activities, provided that he/she shall not purport to represent the University of New Brunswick or speak for it, or to have its approval unless that approval has been given in writing.

Article 22A - APPOINTMENTS OF FACULTY MEMBERS

- 22A.01 All appointments shall be to one of the following ranks: Lecturer, Assistant Professor, Associate Professor or Professor. Appointments to the rank of Assistant Professor or above may be designated as "Visiting" or "Research" as set out in this Collective Agreement. Appointments of faculty members to the honorary rank of University Professor may be made by the University of New Brunswick upon recommendation of Senate, using the criteria adopted by Senate and the Board of Governors.
- 22A.02 Appointments of faculty members shall be made only after the positions have been advertised by the University of New Brunswick on both campuses and in appropriate publications which shall include at least University Affairs, the CAUT Bulletin and one Canadian professional publication, if such exists, suggested by the Academic Department. The University of New Brunswick may also advertise in other professional publications when so recommended by the Academic Department concerned. Where appointments must be made urgently for sound academic reasons, exceptions to this practice may be authorized by the President of the University, who shall inform the Association immediately giving these reasons. Such exceptions shall be limited to term appointments.

- 22A.03 Appointments of faculty members shall be of three types: probationary, tenured, and term. All new appointments to the rank of Lecturer shall be term appointments.
- 22A.04 For all new appointments the rank, type of appointment, salary, credit for previous experience, the length of the employment in the case of term appointments, and any special applicable conditions and responsibilities shall be determined by the University of New Brunswick in accordance with this Collective Agreement. For appointments to positions in the bargaining unit, the University of New Brunswick shall take into account any recommendations of the appropriate Assessment Committees concerning these matters for any proposed appointees.
- 22A.05 An appointment may be designed as "Research" when the principal responsibility of the faculty member is to conduct research.

Term Appointments

- 22A.06 Term appointments of faculty members may be made by the University of New Brunswick only for one of the following purposes:
- a) To appoint an established scholar who has a continuing appointment elsewhere or who has retired from such an appointment. Such an individual shall be designated as "Visiting".
 - b) To appoint a suitably qualified person to replace a faculty member who is on leave.
 - c) To cater to specific teaching, research, scholarly or creative needs of limited duration which, for sound academic and/or budgetary reasons, should not result in a tenured or probationary appointment.

- d) In the event it has not been possible to locate persons with qualifications normally considered suitable for a probationary appointment, to appoint persons having lesser qualifications to the rank of Lecturer.
- e) To appoint persons who have retired from the University.
- f) To make appointments for such other reasons as may, from time to time, be agreed upon by the Parties.

When the University of New Brunswick makes a term appointment it shall inform the Association under Article 13.01a) and shall state the reason as provided for under the appropriate sub-section of Article 22A.06.

- 22A.07 Full-time term appointments to positions in the bargaining unit shall be made for periods not less than one academic term and not exceeding two academic years. The total duration of term appointments of an individual shall not exceed the greater of the equivalent of four consecutive regular academic years or four academic years (the equivalent of four regular academic years may be spread over eight years at the rate of one term per regular academic year). With the written agreement of both Parties, term appointments may exceed four regular academic years or four academic years (or the equivalent as specified above).
- 22A.08 In the event that a faculty member holding a term appointment is given a probationary appointment, the probationary period shall be reduced on a year-for-year basis for any time served in the rank of Assistant Professor or above on a term appointment. Credit, if any, for previous service on term appointments in other capacities may be granted by the University of New Brunswick upon recommendations resulting from the assessment procedures set out in Article 25.

Probationary Appointments

- 22A.09 The duration of a probationary appointment for persons appointed after the signing of this Collective Agreement shall normally be six years, unless a shorter period was stipulated in the letter of appointment.
- 22A.10 When a probationary appointment commences during the first six months of an academic year, the period of probation shall be considered to have commenced on the first day of that academic year. When a probationary appointment commences during the last six months of an academic year, the period of probation shall be considered to have commenced on the first day of the next academic year.

Joint Appointments

- 22A.11 When sound academic reasons exist for doing so, a faculty member may be appointed jointly to two or more Academic Departments or Faculties. Such appointments shall be at the same rank, of the same type and with the same salary rate, in the Academic Departments or Faculties concerned. When sound academic reasons exist for doing so, a faculty member may be appointed jointly to an Academic Department and to a non-academic unit within the University. The faculty member shall have his/her rank, type of appointment, academic component of salary, credit for previous experience, promotion eligibility and other academic conditions determined on the same basis as for other faculty members. If such faculty members commence working entirely in one Academic Department, their salary shall be in accordance with this Collective Agreement.

Appointment Procedures for Positions
Within the Bargaining Unit

- 22A.12 The Dean shall initiate the recruitment process by authorizing the Chairperson to seek candidates for approved positions or for positions which are expected to become vacant. The Dean shall inform the Chairperson of the minimum academic qualifications and experience required for the rank and type of appointment which may be recommended and of the period of validity for approved vacancies.
- 22A.13 Candidates for appointment on the Fredericton Campus shall be evaluated by the Assessment Committees as set out in Article 25.

On the Saint John Campus, candidates for appointments within Divisions which are not made up of distinct disciplinary groupings* shall be evaluated by the Assessment Committees as set out in Article 25. Where the Division is made up of distinct disciplinary groupings, the Assessment Committee, when considering an appointment in one of the disciplines, shall be augmented by the addition of the existing members of that discipline within the Division; such additional members have full voting privileges.

- * For the purposes of Article 22A.13 (Saint John Campus), the distinct disciplinary groupings within the Divisions are as follows:

Division of Humanities and Languages

English	History
French	Classics
Philosophy	

Division of Social Science**Sociology****Economics****Political Science****Psychology****Physical Education****Division of Mathematics, Engineering and Computer Science****Engineering****Computer Science****Mathematics and Statistics****Division of Science****Chemistry****Physics****Biology****Geology**

- 22A.14 The letter of offer of appointment from the President of the University to a prospective appointee shall specify the campus, Academic Department and/or Faculty, rank, type of appointment, probationary period (if applicable), the timing of the probationary review (if applicable), term of appointment (if applicable), salary, credit for previous experience, resettlement allowance, and any special applicable conditions and responsibilities which are not in conflict with this Collective Agreement. The letter shall note that the appointment is subject to approval by the Board of Governors and that the appointment will be recommended to the Board of Governors at its next meeting. The letter of offer of appointment shall enclose a copy of this Collective Agreement and shall state that the terms of employment are subject to this and any subsequent Collective Agreement between the University of New Brunswick and the Association. Information describing the applicable benefit plans shall also be enclosed.
- 22A.15 The best qualified Canadian who meets the advertised requirements shall be appointed unless the appointment of a non-Canadian is justified on the basis of superior academic or professional qualifications, or expertise. The requirements

shall not deliberately place Canadian applicants at a disadvantage. For the purpose of this Article, Canadian shall mean any person who is a Canadian citizen, a landed immigrant or a resident holding a ministerial permit.

22A.16 In evaluating the fitness of a candidate for a proposed rank on appointment, consideration shall be given to the nature of the academic duties to be performed, to the quality and character of the degrees held and to the record of performance of the candidate in teaching, in research, scholarly or creative work, in professional activity and in university or public service. The evaluation shall be objectively made on sound academic grounds in relation to the appropriate standard of the University for the proposed rank.

22A.17 In some cases, the provisions of Article 14.02 shall be subject to the requirements of certain externally-funded research or teaching projects. Such requirements shall be set out in writing to the Employees concerned, with a copy to the Association at the same time. Employees wishing to be employed in connection with such projects shall accept these requirements as conditions of employment. All faculty members and Librarians shall be entitled to contractually agree to participate in such projects.

Article 22B - APPOINTMENTS OF INSTRUCTOR AND SENIOR INSTRUCTOR 1

22B.01 All appointments shall be to one of the following ranks:
Instructor or Senior Instructor 1.

22B.02 Appointments of Instructors and Senior Instructors 1 shall be made only after the positions have been advertised by the University of New Brunswick on both campuses and in appropriate

publications which shall include at least University Affairs, the CAUT Bulletin and one Canadian professional publication, if such exists, suggested by the Academic Department. The University of New Brunswick may also advertise in other professional publications when so recommended by the Academic Department concerned. Where appointments must be made urgently for sound academic reasons, exceptions to this practice may be authorized by the President of the University, who shall inform the Association immediately giving these reasons. In the case of re-appointment of an Instructor, or appointment of an Instructor to Senior Instructor 1 rank, advertising of the position shall not be required.

- 22B.03 For all appointments to the rank of Instructor or Senior Instructor 1 the salary, the rank, any credit for previous experience, the duration of the term in the case of Instructors on term appointments and any special applicable conditions and responsibilities shall be determined by the University of New Brunswick in accordance with this Collective Agreement. For appointments to positions in the bargaining unit, the University of New Brunswick shall take into account any recommendations of the appropriate Assessment Committees concerning these matters for any proposed appointees.
- 22B.04 Instructors may be appointed for terms of less than one academic year but not less than one academic term to meet specific teaching, laboratory or clinical needs of limited duration or for other sound academic and/or budgetary reasons. The total duration of such appointments shall not exceed the greater of the equivalent of four consecutive regular academic years or four academic years (the equivalent of four regular academic years may be spread over eight years at the rate of one term per regular academic year). With the written agreement of both Parties, such appointments may exceed four regular academic years or four academic years (or the equivalent as specified above).

22B.05 Except when the provisions of Article 22B.04 apply, a first appointment to the rank of Instructor shall be a one-year term appointment. Such appointments are renewable for one or two further two-year terms subject to satisfactory performance and the needs of the Academic Department or Faculty concerned. Alternatively, the University may offer the Instructor a two-year probationary appointment at the conclusion of the first one-year term appointment or at the end of the first two-year term appointment.

Probationary Appointments

22B.06 The performance of Instructors holding probationary appointments shall be assessed during the second year of the probationary appointment. Assessment after a shorter period shall take place only if specified in the Instructor's letter of appointment.

22B.07 Leave without pay shall not normally be counted as service towards eligibility for a continuing appointment.

22B.08 The Dean shall notify the Instructor in writing of an impending automatic review not later than June 1. The Instructor concerned shall, upon request by the Dean, provide additional appropriate documentation not contained in the Official File, not later than August 1 of the assessment year.

22B.09 In accordance with the decision of the Vice-President (Academic) under Article 25B.01, concerning assessment of the Instructor under Article 22B.06, using the criteria of Article 25F and the procedures of Article 25B, the President shall recommend and the Board of Governors shall:

- a) terminate the probationary appointment in those cases where the performance of the Instructor is clearly unsatisfactory

and a further attempt by the Instructor to improve his/her performance towards a level consistent with a continuing appointment is deemed unlikely to be successful, or

- b) continue the probationary appointment for an additional two years, or
- c) grant a continuing appointment in those cases where the performance of the Instructor meets the criteria for a continuing appointment set out in Article 25F.

22B.10 An Instructor may apply for continuing appointment assessment during the first year of the continued probationary appointment and shall be assessed for satisfactory performance with respect to meeting the criteria for a continuing appointment set out in Article 25F using the procedures set out in Article 25B.

In accordance with the decision of the Vice-President (Academic) under Article 25B.01 concerning continuing appointment assessment of the Instructor, the President shall recommend and the Board of Governors shall:

- a) grant a continuing appointment in those cases where the performance of the Instructor meets the criteria for a continuing appointment set out in Article 25F, or
- b) continue the probationary appointment for one further year.

22B.11 The performance of Instructors whose probationary appointments were continued for two years, according to the provisions of Article 22B.09 (b), shall be assessed for a continuing appointment during the second year of the continued appointment for satisfactory performance with respect to meeting the criteria for a continuing appointment set out in Article 25F using the procedures set out in Article 25B.

In accordance with the decision of the Vice-President (Academic) under Article 25B.01, concerning the continuing appointment assessment of the Instructor, the President shall recommend and the Board of Governors shall:

- a) grant a continuing appointment in those cases where the performance of the Instructor meets the criteria for a continuing appointment set out in Article 25F; or
- b) deny a continuing appointment. The candidate shall normally be offered appointment for one further year.

22B.12 A grant of a continuing appointment shall result in a simultaneous promotion to the rank of Senior Instructor 1 in accordance with Article 24C.

Joint Appointments

22B.13 When sound academic reasons exist for doing so, an Instructor or Senior Instructor 1 may be appointed to two or more Academic Departments and/or Faculties. Such appointments shall be at the same rank, and with the same salary rate in the units concerned. When sound academic reasons exist for doing so, an Instructor or Senior Instructor 1 may be appointed jointly to an Academic Department and to a non-academic unit within the University. The Instructor or Senior Instructor 1 shall have his/her rank, academic component of salary, credit for previous experience, and other academic conditions determined on the same basis as other Instructors or Senior Instructors 1. If such Instructors or Senior Instructors 1 commence working entirely in one Academic Department, their salary shall be in accordance with this Collective Agreement.

Appointment Procedures for Positions Within the Bargaining Unit

- 22B.14 The Dean shall initiate the recruitment process by authorizing the Chairperson to seek candidates for approved positions or for positions which are expected to become vacant. The Dean shall inform the Chairperson of the minimum academic qualifications and experience required for the rank and type of appointment which may be recommended and of the period of validity for approved vacancies.
- 22B.15 Candidates for appointment shall be evaluated by the Assessment Committees as set out in Article 25.
- 22B.16 The letter of offer of an Instructor or Senior Instructor 1 appointment from the President of the University to a prospective appointee shall specify the campus, academic unit, rank, term of appointment (if appropriate), whether the appointment is renewable or not, salary, credit for previous experience, moving allowance, and any special applicable conditions and responsibilities which are not in conflict with this Collective Agreement. The letter shall note that the appointment is subject to approval by the Board of Governors and that the appointment will be recommended to the Board of Governors at its next meeting. The letter of offer of appointment shall enclose a copy of this Collective Agreement and shall state that the terms of employment are subject to this and any subsequent Collective Agreement between the University of New Brunswick and the Association. Information describing the applicable benefit plans shall also be enclosed.
- 22B.17 The best qualified Canadian who meets the advertised requirements shall be appointed unless the appointment of a non-Canadian is justified on the basis of superior academic or professional qualifications, or expertise. The requirements shall not deliberately place Canadian applicants at a disadvantage. For the purpose of this Article, Canadian shall

mean any person who is a Canadian citizen, a landed immigrant or a resident holding a ministerial permit.

22B.18 In evaluating the fitness of a candidate for a proposed Instructor or Senior Instructor 1 appointment, consideration shall be given to the nature of the academic duties to be performed, to the quality and character of the degrees held and to the record of performance of the candidate in teaching. When appropriate, the record of performance of the candidate in research, scholarly or creative work, in professional activity and in university or public service, may also be considered. The evaluations shall be objectively made on sound academic grounds in relation to the appropriate standard of the University for the Instructor and Senior Instructor 1 ranks.

22B.19 Taking into account the recommendations under Article 25B.01, the President may recommend to the Board of Governors that an initial appointment be made at Senior Instructor 1 rank when the proposed appointee:

- a) holds that rank or its equivalent at another recognized university, or
- b) has a record of teaching performance consistent with the criteria for appointment to the rank of Senior Instructor 1 at this University as set out in Article 25F.

An initial appointment at the rank of Senior Instructor 1 shall be a continuing appointment.

22B.20 Taking into account the recommendations under Article 25B.01, credit for previous experience may be granted on initial appointment when the proposed appointee has shown evidence of performance which meets the criteria for that rank at this University.

22B.21 In some cases, the provisions of Article 14.02 shall be subject to the requirements of certain externally-funded research or teaching projects. Such requirements shall be set out in writing to the Employees concerned, with a copy to the Association at the same time. Employees wishing to be employed in connection with such projects shall accept these requirements as conditions of employment. All faculty members and Librarians shall be entitled to contractually agree to participate in such projects.

Article 22C - APPOINTMENTS AND RECLASSIFICATION OF
SECOND LANGUAGE TEACHERS

22C.01 All appointments of Second Language Teachers shall be to one of the following classifications, depending on academic qualifications and prior related experience:

Second Language Teacher I - Bachelor's Degree preferably with specialization in French or English (language or literature) as appropriate, Linguistics (language didactics) or Education; at least one year of experience in the teaching of French or English (as appropriate) as a second language; or equivalent qualifications.

Second Language Teacher II - Bachelor's Degree, preferably with specialization in English or French (language or literature) as appropriate, Linguistics (language didactics) or Education; three years of experience in the teaching of French or English (as appropriate) as a second language; or equivalent qualifications. Additional qualifications such as a teacher's license and/or teaching experience in other subjects may be taken into account for appointments at this level.

Second Language Teacher III - Master's Degree (or equivalent)
plus teacher training background in the area of second language teaching; three years of experience in the teaching of French or English (as appropriate) as a second language; or equivalent qualifications.

- 22C.02 In evaluating the fitness of a candidate for a proposed classification on appointment, consideration shall be given to the nature of the teaching duties to be performed, to the quality and character of the degrees held and to the record of performance of the candidate in teaching. The evaluation shall be objectively made on sound academic grounds in relation to the appropriate standard of the University for the proposed classification.
- 22C.03 Appointments of Second Language Teachers shall be made only after the positions have been advertised by the University of New Brunswick. Where appointments must be made urgently for sound academic reasons, exceptions to this practice may be authorized by the Dean, who shall inform the Association immediately giving these reasons. Where two or more candidates are equally qualified, the candidate with the most experience gained in the appropriate Second Language Program at this University shall be appointed.
- 22C.04 Second Language Teachers may be hired at any time. Appointments of Second Language Teachers shall be term appointments. The University of New Brunswick shall make every reasonable attempt to make such term appointments as long as possible.
- 22C.05 The University of New Brunswick shall determine for all new appointments the classification, salary, credit for previous experience (if any), the duration of the term appointment and any special applicable conditions and responsibilities which are not in conflict with this Collective Agreement.

- 22C.06 The Dean shall initiate the recruitment process by authorizing the Program Director to seek candidates for approved positions or for positions which are expected to become vacant. The Dean shall inform the Program Director of the minimum academic qualifications and experience required for the classification and type of appointment which may be recommended and of the period of validity for approved vacancies.
- 22C.07 The letter of offer of appointment from the President of the University to a prospective appointee shall specify the campus, Second Language Program concerned, classification, term of appointment, salary, credit for previous experience (if any), re-settlement allowance (if any), and any special applicable conditions and responsibilities which are not in conflict with this Collective Agreement. The letter shall note that the appointment is subject to the approval of the Board of Governors and that the appointment will be recommended to the Board of Governors at its next meeting. The letter of offer of appointment shall enclose a copy of this Collective Agreement and shall state that the terms of employment are subject to this and any subsequent Collective Agreement between the University of New Brunswick and the Association. Information describing the applicable benefit plans shall also be enclosed.
- 22C.08 --The best qualified Canadian applicant who meets the advertised requirements shall be appointed unless the appointment of a non-Canadian is justified on the basis of superior academic or professional qualifications or expertise. The requirements shall not deliberately place Canadian applicants at a disadvantage. For the purpose of this Article, Canadian shall mean any person who is a Canadian citizen, a landed immigrant or a resident holding a ministerial permit.
- 22C.09 Second Language Teachers may apply for re-classification from one Second Language Teacher classification to another at any

time following the attainment of the minimum qualifications and experience required for the higher classification. The Dean shall advise the applicant for re-classification of his/her decision, in writing, within twenty days of the application, together with reasons if the application is denied. Reclassification shall not be unreasonably denied.

Article 22D - APPOINTMENTS OF PROFESSIONAL LIBRARIANS

- 22D.01 Appointments of Librarians shall be to one of the following classifications: Librarian 1, Librarian 2, Librarian 3, or Librarian 4.
- 22D.02 Appointments of Librarians may be made by the University of New Brunswick at any time, and shall be of the following types: term, probationary or continuing.
- 22D.03 Term appointments of Librarians may be made by the University of New Brunswick only for one of the following purposes:
- a) to appoint a suitably-qualified person to replace a Librarian who is on leave;
 - b) to cater to specific needs of limited duration which, for sound reasons, should not result in a probationary or continuing appointment;
 - c) to make appointments for such other reasons as may, from time to time, be agreed upon by the Parties.
- 22D.04 In the event that a Librarian holding a term appointment is given a probationary appointment, the probationary period shall be reduced on a year-for-year basis for any time served in a Librarian rank on a term appointment. Credit, if any, for other relevant experience may be granted by the University of

New Brunswick taking into account any recommendations under Article 25.

- 22D.05 The duration of a probationary appointment shall be two years, unless a shorter period was stipulated in the letter of appointment. Leave without pay shall not normally be counted as service towards a continuing appointment. Full-time term appointments to positions in the bargaining unit shall be made for periods not exceeding two years. With the written agreement of both Parties, the total duration of term appointments may exceed four years.
- 22D.06 Appointments of Librarians to positions in the bargaining unit shall be made only after the positions have been advertised by the University of New Brunswick on both campuses and in appropriate publications including at least Feliciter. The University of New Brunswick may also advertise in other professional publications taking into account any recommendations by the Library Department Head concerned. Where appointments must be made urgently for sound reasons, exceptions to this practice may be authorized by the appropriate Vice-President, who shall inform the Association immediately giving these reasons. Such exceptions shall be limited to term appointments.
- 22D.07 When sound reasons exist for doing so, a Librarian's appointment may include responsibilities in two or more Libraries or Library Departments on the same campus. Such appointments shall be of the same type and with the same salary rate in the units concerned.
- 22D.08 The University Librarian shall be responsible for initiating Librarian appointments and for determining, following consultation with the Library Department concerned, the classification, type, and any special qualifications and experience required for the position.

- 22D.09 The University of New Brunswick shall determine for all Librarian appointments, the classification, type of appointment, credit (if any) for previous experience, the salary, the length of employment (in the case of term appointments) and any special applicable conditions and responsibilities which are not in conflict with this Collective Agreement. For appointments to positions in the bargaining unit, the University of New Brunswick shall take into account any recommendations of the Library Assessment Committee concerning these matters.
- 22D.10 Candidates for appointment shall be evaluated by the Library Assessment Committee as set out in Article 25A.04.
- 22D.11 In evaluating the fitness of a candidate for a proposed Librarian appointment, consideration shall be given to the nature of the library duties to be performed, to the quality and character of the degrees held and to the record of 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 classifications.
- 22D.12 The letter of offer of appointment to a prospective appointee shall specify the campus, Library or Library Department, classification, type of appointment, probationary period (if applicable), term of appointment (if applicable), salary, credit for previous experience, re-settlement allowance, and any special applicable conditions and responsibilities which are not in conflict with this Collective Agreement. The letter shall note that the appointment is subject to approval by the Board of Governors and that the appointment will be recommended to the Board of Governors at its next meeting. The letter of offer of appointment shall enclose a copy of this Collective Agreement and shall state that the terms of employment are subject to this and any subsequent Collective Agreement between

the University of New Brunswick and the Association. Information describing the applicable benefit plans shall also be enclosed.

22D.13 The best qualified Canadian applicant who meets the advertised requirements shall be appointed unless the appointment of a non-Canadian is justified on the basis of superior professional qualifications, or expertise. The requirements shall not deliberately place Canadian applicants at a disadvantage. For the purpose of this Article, Canadian shall mean any person who is a Canadian citizen, a landed immigrant or a resident holding a ministerial permit.

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

Article 22E - RENEWAL OF TERM APPOINTMENTS

22E.01 Employees on term appointments which are explicitly stated to be subject to renewal in the letter of appointment shall be informed, in writing, by the University of New Brunswick at least 40 days prior to the expiry of the term as to whether or not their appointment will be renewed. Failure to inform an Employee 40 days prior to the expiry of a term explicitly stated to be subject to renewal shall constitute renewal for the lesser of (a) another term of the same duration; or (b) one year. The letter of appointment offering any term appointment shall make specific reference to this Article.

Article 23A - PROBATION AND TENURE OF FACULTY MEMBERS

- 23A.01 The performance of faculty members holding probationary appointments shall be assessed during the fourth year of the appointment. Assessment after a shorter period shall take place only if specified in the faculty member's letter of appointment.
- 23A.02 Leave without pay shall not normally be counted as service towards eligibility for tenure.
- 23A.03 The Dean shall notify the faculty member in writing, not later than June 1, of an impending probationary or tenure assessment. At the same time, the Dean will also advise the faculty member to examine the contents of his/her Official File and to provide appropriate documentation to the Dean, in accordance with Article 25B.05, no later than September 1 of the assessment year.
- 23A.04 The faculty member shall be assessed for satisfactory progress towards meeting the criteria for tenure set out in Article 25D, using the procedures set out in Article 25B.
- 23A.05 In accordance with the decision of the Vice-President (Academic) under Article 25B.01, concerning assessment of the faculty member, the President shall recommend and the Board of Governors shall:
- a) terminate the probationary appointment in those cases where the performance of the faculty member is clearly unsatisfactory and a further attempt by the faculty member to improve his/her performance towards a level consistent with tenure is deemed unlikely to be successful, or
 - b) continue the probationary appointment for an additional two years, or
 - c) grant tenure in those **outstanding** cases where, **in the assessment under Article 23A.04**, the performance of the

faculty member **clearly** meets the criteria for tenure set out in Article 25D.

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

In accordance with the decision of the Vice-President (Academic) under Article 25B.01 concerning tenure assessment of the faculty member, the President shall recommend and the Board of Governors shall:

- a) grant tenure in those cases where the performance of the faculty member meets the criteria for tenure set out in Article 25D, or
- b) continue the probationary appointment for one further year.

- 23A.07 The performance of faculty members whose probationary appointments were continued for two years, according to the provisions of Article 23A.05b), shall be assessed for tenure during the second year of the continued appointment for satisfactory performance with respect to meeting the criteria for tenure set out in Article 25D using the procedures set out in Article 25B.

In accordance with the decision of the Vice-President (Academic) under Article 25B.01, concerning the tenure assessment of the faculty member, the President shall recommend and the Board of Governors shall:

- a) grant tenure in those cases where the performance of the faculty member meets the criteria for tenure set out in Article 25D; or
- b) deny tenure. The candidate shall normally be offered a term appointment for one further year.

- 23A.08 A grant of tenure shall result in a simultaneous promotion to the rank of Associate Professor in accordance with Article 24A. However, promotion to the rank of Associate Professor does not result in the granting of tenure.
- 23A.09 Taking into account the recommendations under Article 25B, the President may recommend to the Board of Governors that tenure be granted on initial appointment when the proposed appointee:
- a) holds a tenured appointment at another recognized university, or
 - b) has shown evidence of performance which meets the criteria for tenure set out in Article 25D.
- 23A.10 Taking into account the recommendation under Article 25B the President may recommend to the Board of Governors that credit for service towards eligibility for tenure be granted on initial appointment when the proposed appointee has shown evidence of performance which meets the requirements for service in a probationary appointment at this University.
- 23A.11 Notwithstanding any other provision of this Collective Agreement, a faculty member who was not granted tenure on an initial appointment shall not be assessed for tenure or granted tenure until he/she has served a minimum of 3 years at the University of New Brunswick. Assessment for or grant of tenure after a shorter period shall take place only if specified in the faculty member's letter of appointment.

Article 23B - PROBATION AND CONTINUING APPOINTMENTS
OF PROFESSIONAL LIBRARIANS

- 23B.01 Probationary appointments of Librarians shall be for a period of not more than two years.
- 23B.02 Librarians holding probationary appointments may be reviewed prior to the end of the first year of appointment and shall be

reviewed prior to the end of the probationary appointment period. The Librarian shall, upon request and with reasonable written notice by the University Librarian, provide additional appropriate documentation not contained in the Official File for the purposes of review during the probationary appointment. The Librarian shall be assessed for satisfactory performance with respect to the criteria set out in Article 25E, using the procedures set out in Article 25C.

- 23B.03 Taking into account the recommendations under Article 25C concerning assessment, if any, of the Librarian during the first year of appointment, the President may recommend to the Board of Governors that the appointment be terminated in those cases in which the performance of the Librarian is clearly unsatisfactory and a further attempt by the Librarian to improve his/her performance towards a level consistent with a continuing appointment is deemed unlikely to be successful.
- 23B.04 Taking into account the recommendations under Article 25C concerning assessment of the Librarian prior to the end of the probationary appointment period, the President shall recommend to the Board of Governors either that the appointment be terminated at the end of the probationary period or that the Librarian be granted a continuing appointment. When a Librarian's performance meets the criteria for a continuing appointment set out in Article 25E, then the Librarian shall be recommended for, and the Board of Governors shall grant, a continuing appointment.
- 23B.05 A decision to terminate the employment of a Librarian during the probationary period shall be communicated, with reasons, to the Librarian not later than 60 days prior to the termination date. At the discretion of the President, a Librarian may receive 60 days' pay in lieu of notice.

- 23B.06 Evaluation of professional competence shall be based on the principal responsibility of Librarians set out in Article 16D.02.
- 23B.07 Taking into account the recommendations under Article 25C, the President may recommend to the Board of Governors that a continuing appointment be granted on initial appointment when the proposed appointee:
- a) holds a continuing appointment as a professional Librarian elsewhere; or
 - b) has shown evidence of performance which meets the criteria for a continuing appointment set out in this article.
- 23B.08 Taking into account the recommendations under Article 25C, credit for service towards eligibility for a continuing appointment may be granted on initial appointment when the proposed appointee has shown evidence of performance which meets the criteria for a Librarian in a probationary appointment at this University.

Article 24A - PROMOTION OF FACULTY MEMBERS

- 24A.01 The term promotion designates the transition from Assistant Professor to Associate Professor, or from Associate Professor to Professor.
- 24A.02 Leave without pay shall not normally count as service towards eligibility for promotion.
- 24A.03 Faculty members may apply for promotion in any year after spending three years in their present rank by forwarding a request to the Dean, together with any additional appropriate documentation not already contained in the Official File. Such

requests must be received by the Dean not later than **September 1** for consideration for promotion with effect from the beginning of the next academic year.

- 24A.04 Appointments made subject to promotion will be reviewed automatically for promotion after five years' service in academic rank (i.e. in the sixth year) unless a shorter period is specified in the letter of appointment. **The Dean shall notify the faculty member in writing of an impending automatic review not later than June 1, advising him/her to examine the contents of his/her Official File and to provide appropriate documentation to the Dean, in accordance with Article 25B.05, no later than September 1 of the assessment year.** Faculty members who wish to defer this automatic review for a specified period of one or two years shall so inform the Dean, in writing, by July 1 of the Academic Year in which the automatic review was to be carried out.
- 24A.05 When promotion is granted, it will take effect from the beginning of the following academic year.
- 24A.06 A faculty member shall be assessed for satisfactory performance with respect to the promotion criteria of Article 25D.02 or 25D.03, as appropriate, using the procedures set out in Article 25B.
- 24A.07 When a faculty member has been granted tenure in accordance with Article 23A, he or she shall simultaneously be promoted to the rank of Associate Professor. **However, promotion to the rank of Associate Professor does not result in the granting of tenure.**
- 24A.08 In accordance with the decision of the Vice-President (Academic) under Article 25B.01, concerning assessment of the faculty member, the President shall recommend and the Board of Governors shall grant promotion to the rank of Professor when

the faculty member meets the criteria for promotion to that rank set out in Article 25D.

- 24A.09 Taking into account the recommendations under Article 25B.01, the President may recommend to the Board of Governors that an initial appointment be made at a particular rank when the proposed appointee:
- a) holds that rank at another recognized University, or
 - b) has shown evidence of performance which meets the criteria for promotion to that rank set out in Article 25D.

An initial appointment at the rank of Associate Professor may be made with tenure in accordance with 23A.09. In cases where tenure is not granted on appointment, a probationary period of not more than 4 years will be stated.

- 24A.10 Taking into account the recommendations under Article 25B.01, the President may recommend to the Board of Governors that credit for service towards promotion be granted on initial appointment when the proposed appointee has shown evidence of performance which meets the requirements for that rank at this University.

- 24A.11 **Notwithstanding any other provision of this Collective Agreement, a faculty member shall not be assessed for probation or promotion during the first year of his/her appointment.**

Article 24B - PROMOTION OF PROFESSIONAL LIBRARIANS

- 24B.01 The term promotion designates the transition from Librarian 1 to Librarian 2, from Librarian 2 to Librarian 3, and from Librarian 3 to Librarian 4.
- 24B.02 Librarians may apply for promotion by forwarding a request to the University Librarian, together with any additional appropriate documentation not already contained in the Official

File. Such requests must be received by the University Librarian not later than December 1 for consideration for promotion with effect from the beginning of the next academic year.

- 24B.03 For probationary appointments within the Librarian 1 classification, promotion to the classification of Librarian 2 shall be automatic upon the granting of continuing employment status.
- 24B.04 Appointments made subject to promotion will be reviewed automatically after three years' service (i.e. in the fourth year) as Librarian 2 for promotion to Librarian 3 and after four years' service (i.e. in the fifth year) as Librarian 3 for promotion to Librarian 4.
- 24B.05 Librarians above the classification of Librarian 1 may apply for promotion to the next classification one year prior to the automatic review set out in Article 24B.04 or in any subsequent year, unless a shorter period has been specified in the Librarian's letter of appointment. Leave without pay shall not normally count as service towards promotion. When promotion is granted, it will take effect from the beginning of the following academic year.
- 24B.06 In the assessment of Librarians for promotion purposes, the — — — procedures of Article 25C and the criteria of Article 25E shall be used.
- 24B.07 Taking into account the recommendations under Article 25C concerning assessment of the Librarian, the President shall recommend and the Board of Governors shall grant promotion when the Librarian has met the appropriate criteria set out in Article 25E.
- 24B.08 Evaluation of professional competence and performance shall be based on the principal responsibility of Librarians as set out in Article 16D.02 and shall include their assigned responsi-

bilities. Professional competence and performance may be demonstrated by the attainment of recognized professional qualifications (BLS, MLS, relevant subject Master's or other equivalents), performance of assigned responsibilities in an effective manner, effective supervision of subordinates when applicable, continuing efforts to keep up with and contribute to advances in the profession, and research, if any, carried out in accordance with Article 16D.

24B.09 Taking into account the recommendations under Article 25C.01, the President may recommend to the Board of Governors that an initial appointment be made in a particular classification when the proposed appointee:

- a) holds that Library classification elsewhere, or
- b) has shown evidence of performance which meets the criteria for promotion to that classification set out in this Article.

24B.10 Taking into account the recommendations under Article 25C.01, credit for service towards promotion may be granted on initial appointment when the proposed appointee has shown evidence of performance which meets the criteria for that classification at this University.

Article 24C - PROMOTION OF INSTRUCTORS AND SENIOR INSTRUCTORS 1

24C.01 The term promotion designates the transition from Instructor to Senior Instructor 1 or from Senior Instructor 1 to Senior Instructor 2.

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

- 24C.03 A grant of a continuing appointment shall result in a simultaneous promotion to the rank of Senior Instructor 1.
- 24C.04 Senior Instructors 1 may apply for promotion in any year after spending three years in their present rank by forwarding a request to the Dean, together with any additional appropriate documentation not already contained in the Official File. Such requests must be received by the Dean not later than August 1 for consideration for promotion with effect from the beginning of the next academic year.
- 24C.05 A Senior Instructor 1 shall be assessed for promotion with respect to the promotion criteria of Article 25F.02 using the procedures set out in Article 25B.
- 24C.06 Senior Instructors 1 will be reviewed automatically for promotion after five years' service in academic rank (i.e. in the sixth year) unless a shorter period is specified in the letter of appointment. Senior Instructors 1 shall forward to the Dean any additional documentation not already contained in the Official File not later than August 1. The Dean shall notify the Senior Instructor 1 in writing of an impending automatic review not later than June 1.
- 24C.07 When promotion is granted, it will take effect from the beginning of the following academic year.
- 24C.08 In accordance with the decision of the Vice-President (Academic) under Article 25B.01, concerning the assessment of the Senior Instructor 1, the President shall recommend and the Board of Governors shall grant promotion to the rank of Senior Instructor 2 when the Senior Instructor 1 meets the criteria for promotion to that rank set out in Article 25F.02.

Article 25A - ASSESSMENT COMMITTEESAcademic Department Assessment Committees

25A.01 Every Academic Department shall have an Assessment Committee which shall objectively assess the candidate's overall record of performance against the criteria in Article 25D, and against the overall records of **any other candidates (within the same Academic Department and being assessed in the same category in the current academic year)** striving for consistency and uniformity in the application of the criteria.

Assessing the same category means comparing: probationary assessments with probationary assessments; tenure assessments with tenure assessments and with assessments for promotion to Associate Professor; assessments for promotion to Associate Professor with assessments for promotion to Associate Professor and with tenure assessments; and assessments for promotion to Professor with assessments for promotion to Professor.

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

- a) the Chairperson of the Academic Department shall convene and chair the committee;
- b) Academic Departments with five or fewer faculty members and Instructors (in Article 25A the term Instructors includes Senior Instructors) shall sit as a committee of the whole; the quorum in this case shall be the full committee less one;
- c) Academic Departments with six or more faculty members and Instructors may sit as a committee of the whole, if so

determined by a motion at a formal meeting of the Academic Department; the quorum in this case shall be three-quarters of the committee;

- d) Academic Departments with six or more faculty members and Instructors, which are not sitting as a committee of the whole as expressed in Article 25A.01 (c) above, shall have an Assessment Committee consisting of the Chairperson of the Academic Department and one additional elected Committee member for every five faculty members and Instructors with upward rounding when the number is not an exact multiple of five (5); the quorum in the case of committees of four or fewer members shall be the full committee; the quorum in the case of committees of five or more members shall be three quarters of the committee with upward rounding.

Faculty Assessment Committees

- 25A.02 Every Faculty shall have an Assessment Committee which shall objectively assess the candidate's overall record of performance against the criteria in Article 25D, and against the overall records of **any** other candidates **(within the same Faculty and being assessed in the same category in the current academic year)** striving for consistency and uniformity in the application of the criteria.

Assessing the same category means comparing: probationary assessments with probationary assessments; tenure assessments with tenure assessments and with assessments for promotion to Associate Professor; assessments for promotion to Associate Professor with assessments for promotion to Associate Professor and with tenure assessments; and assessments for promotion to Professor with assessments for promotion to Professor.

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

- a) Faculties with fewer than four Academic Departments shall have an Assessment Committee consisting of the Dean of the Faculty and four elected faculty members or Instructors, one elected by each Academic Department, if applicable, and the others elected by the Faculty Council;
- b) Faculties with four or more Academic Departments shall have an Assessment Committee consisting of the Dean of the Faculty and one faculty member or Instructor elected by each Academic Department.
- c) the faculty member or Instructor elected to the University Assessment Committee shall serve concurrently for two years on the Faculty Assessment Committee.

The University Assessment Committee

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

Assessing the same category means comparing: probationary assessments with probationary assessments; tenure assessments with tenure assessments and with assessments for promotion to Associate Professor; assessments for promotion to Associate Professor with assessments for promotion to Associate Professor and with tenure assessments; and assessments for promotion to Professor with assessments for promotion to Professor.

The Committee shall be convened and chaired by the Vice-President (Academic). This Committee shall be composed of the Deans of all the Faculties, and ten faculty members or Instructors. The Committee shall make arrangements for a non-voting Secretary. The ten faculty members or Instructors shall be elected for two-year terms by their respective Faculty Councils from among the members of the Faculty Assessment Committee. One-half of the faculty members or Instructors shall be elected in each academic year. The Faculties shall have one elected representative each on the University Assessment Committee. Three-quarters of the total membership of the University Assessment Committee shall constitute a quorum.

Library Assessment Committee

25A.04 There shall be a Library Assessment Committee chaired by the University Librarian and composed of seven Librarians elected for a period of two years as follows:

- a) two Librarians from the Public Service area;
- b) two Librarians from the Technical Services area;
- c) two Librarians, one each from two of:
 - the Education Resource Centre,
 - the Engineering Library,
 - the Science Library,
 - the Library of the Faculty of Law.

These representatives shall be elected, on a rotational basis, by the Librarians in each of the eligible Libraries.

- d) one Librarian from the Ward Chipman Library.

25A.05 The chairperson of an Assessment Committee shall not have a vote on that committee.

Elections for Assessment Committees shall be by secret ballot.

Faculty members and Instructors shall not be eligible to serve on Assessment Committees during an academic year in which they are on leave, nor shall they be counted for the purposes of Article 25A.01.

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

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

Article 25B - ASSESSMENT COMMITTEE PROCEDURES
(Faculty Members, Senior Instructors and Instructors)

25B.01 Assessment procedures for Employees (faculty members, Senior Instructors and Instructors) shall include one or more (as set out in Article 25B.08) of the following levels:

Level 1 Recommendations:

The Dean shall request the Assessment Committee of the Academic Department to make a recommendation and, in addition, shall request the Chairperson of the Academic Department to make a

separate recommendation. These recommendations shall be submitted in writing to the Dean, together with reasons and all documentation used by the Committee and the Chairperson.

Level 2 Recommendations:

The Dean shall place the case before the Faculty Assessment Committee. The recommendation of this Committee and the separate recommendation of the Dean shall be submitted in writing to the Vice-President (Academic) together with reasons and all documentation used by the Committee and the Dean. For Employees at the Saint John campus, the recommendations shall first be sent to the Vice-President (Saint John), who shall add his/her separate recommendation and reasons before sending all recommendations together with reasons and all documentation to the Vice-President (Academic).

Level 3 Recommendations:

The Vice-President (Academic) shall place the case before the University Assessment Committee. The recommendation of this Committee shall be submitted in writing to the Vice-President (Academic) together with reasons and all documentation used by the Committee.

Vice-President (Academic) Decision:

The recommendations and reasons, together with the documentation from Levels 1, 2, and 3, shall be considered by the Vice-President (Academic) prior to formulating a decision. If the decision is favourable to the candidate, the Vice-President shall submit the recommendation together with reasons to the President with a copy to the candidate. If the decision is unfavourable, then the candidate will be informed, in writing, of the decision together with reasons by the Vice-President (Academic).

- 25B.02 Subject to Articles 25B.03 and 25B.04, the final dates for each step of the assessment process for promotion, probation and tenure, including the final recommendations of each assessment

Level under Article 25B.01, shall be as set out in the table below:

	ASSESSMENTS OTHER THAN PROMOTION TO PROFESSOR	PROMOTION TO PROFESSOR
Employee's submission of information to the Dean	September 1	September 1
Level 1 recommendations to the Dean	October 1	October 15
Level 2 (Saint John only) recommendations to the Vice-President (Saint John)	November 15	December 1
Level 2 recommendations to the Vice-President (Academic)	December 1	January 1
Level 3 recommendation to the Vice-President (Academic)	February 1	April 15
Vice-President's decision to the Employee	March 15	May 15

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

- 25B.04 If an Assessment Committee, for good cause, is unable to meet the deadlines for transmission of the recommendations specified in this Collective Agreement, and the chairperson of the Committee concerned requests an extension, such extension shall be granted and all subsequent deadlines in the assessment process, including the date by which the Vice-President (Academic) shall advise the Employee, shall be extended by an identical time. Such requests shall be in writing to the person to whom the recommendations will be made, with a copy to the Association.
- 25B.05 Assessment recommendations and decisions shall be based solely on the documentary evidence consisting of:
- a) a copy of the Official file of the Employee;
 - b) **a written statement by the Employee to the Dean by September 1 that provides a description, with appropriate reference to the documentation, of how his or her record satisfies the criteria set out in the relevant articles of the Collective Agreement;**
 - c) any other relevant documentary evidence which has been submitted to the Dean by the Employee on or before **September 1;**
 - d) any other relevant documentary evidence which has been provided by the Dean. The Employee will be provided a copy of any such evidence at the time of its introduction;
 - e) any response provided by the Employee to a written invitation to provide written clarification of documentation in accordance with Article 25B.06;
 - f) any further documentary evidence submitted by an Employee following a tentative recommendation which is unfavourable to that Employee;
 - g) documentary evidence obtained from peers external to the University which has been obtained and submitted in accordance with Article 25D.07 (for promotion to the rank of Professor);

- h) recommendations, together with reasons and all documentation received in accordance with this Collective Agreement and used by earlier levels of assessment;
- i) in accordance with 25B.06, any submission made by the Employee for consideration by the next assessment level following a final unfavourable recommendation at an earlier assessment level.

25B.06 Any Assessment Committee, Committee Chairperson or Vice-President requiring clarification of any documentation shall invite the Employee in writing to provide such clarification in writing within ten days.

When an Assessment Committee and/or Committee Chairperson has arrived at a tentative recommendation concerning an Employee, which is unfavourable to that Employee, the Chairperson of the Committee shall advise the Employee, in writing, and shall state the reasons for this tentative recommendation. The Employee shall be invited to submit further documentary evidence if he/she wishes within ten days from the date of the invitation. Any such submission shall be considered by the Assessment Committee and/or Committee Chairperson before reaching a final recommendation.

Following receipt of a tentative recommendation that is unfavourable to a candidate from the University Assessment Committee (Level 3), he or she shall have the right of a personal appearance before the Committee before a final recommendation is reached by the Committee. The candidate may be accompanied by a faculty member from his or her Department or a cognate discipline.

Copies of the final recommendations at each assessment level shall be sent to the Employee. In the event of an unfavourable recommendation, all the reasons shall be given in sufficient

detail with appropriate reference to the documentation, to allow the Employee to make a written submission for consideration at the next level, if any, or for the purposes of Article 41.

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

- 25B.07 The proceedings of any meeting of an Assessment Committee are strictly confidential.
- 25B.08 The levels of the assessment process to be used in the various types of assessment shall be as follows:
- a) in the Faculties of Administration, Law, Nursing and Physical Education and Recreation, Level 1 shall be omitted and in all cases, the process shall commence at Level 2;
 - b) appointments at the ranks of Instructor, Lecturer and Assistant Professor shall involve Level 1 only; the Level 1 recommendations, together with the curricula *vitarum*, shall be transmitted for information only to Levels 2 and 3;
 - c) appointments at the ranks of Senior Instructor, Associate Professor and Professor shall involve Levels 1, 2 and 3;
 - d) continuation of probationary appointments of faculty members shall involve Levels 1, 2 and 3;
 - e) grants of tenure to faculty members shall involve Levels 1, 2 and 3;
 - f) promotion of faculty members shall involve Levels 1, 2 and 3;

- q) applications from faculty members, Senior Instructors and Instructors for Sabbatical or Study Leaves shall involve Levels 1 and 2;
- h) applications for a leave without pay for a period of six (6) months or more shall involve Level 1 only.

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

25B.10 When an Employee is appointed jointly to two or more Academic Departments in one or more Faculties, Level 1 and 2 in one Academic Department and Faculty (designated as the primary Academic Department and Faculty in the letter offering the appointment, which shall make specific reference to this clause) shall be responsible for assessing the documentation relating to all of the activities of the Employee. Levels 1 and 2 in any other Academic Department or Faculty to which the appointment is made shall be responsible for assessing only that documentation which is directly related to the activities in that Academic Department or Faculty, and shall forward recommendations together with reasons and all documentation used for subsequent consideration by Levels 1 and 2 of the primary Academic Department and Faculty.

25B.11 An Employee who is jointly appointed to an Academic Department and a non-academic department shall be considered in the usual way by Levels 1 and 2 of the Academic Department and Faculty with respect to all assessment matters covered by this Collective Agreement.

- 25B.12 The Chairperson of each Assessment Committee shall maintain a record of the name of each member of the committee who has reviewed the documentary evidence set out in Article 25B.05 and the date(s) of the review(s) during the assessment process. Any member of the Assessment Committee who has not examined the documentary evidence, as evidenced by the record, shall not vote on the case nor take part in the discussion and, for purposes of determining a quorum, will be considered to be absent.
- 25B.13 Each Assessment Committee shall determine and record its own procedures which shall not be in conflict with the provisions of this Collective Agreement. Such procedures shall provide for an approved record which shall include the reasons for the final recommendation on each case and the numerical record of the final vote on each case.
- 25B.14 The Vice-President (Academic) shall provide to the Association a list of all the Employees considered in the assessment process that year and his/her decision.

Article 25C - ASSESSMENT COMMITTEE PROCEDURES (LIBRARIANS)

- 25C.01 The University Librarian shall request the Library Department Head to make a recommendation, in writing, whenever a Librarian from his or her department is being assessed. This recommendation, together with reasons and any documentation, shall be submitted to the University Librarian, within ten days of the request, who shall submit this material to the Library Assessment Committee.

Assessment procedures for Librarians shall include:

Level One Recommendations:

The University Librarian shall place the case before the Library Assessment Committee. The recommendation of this Committee and the separate recommendation of the University Librarian shall be submitted, in writing, to the appropriate Vice-President, together with reasons and all documentation used by the Committee and the University Librarian. In the case of assessment of UNBSJ Librarians, the Vice-President (Saint John) shall add his/her separate recommendation and reasons (before sending all recommendations together with reasons and all documentation) to the Vice-President (Academic).

Level Two Decision:

The recommendations and reasons, together with the documentation from Level 1 shall be considered by the Vice-President (Academic) prior to formulating a decision. If the decision is favourable to the candidate the Vice-President shall submit the recommendation, together with reasons, to the President with a copy to the candidate. If the decision is unfavourable then the candidate will be informed, in writing, of the decision together with reasons by the Vice-President (Academic).

- 25C.02 The schedule for each step of the assessment process for continuing appointment status, including the final recommendations of each assessment level under Article 25C.01, shall be as set out in the table on the following page:

CONTINUING APPOINTMENT STATUS

Steps in the Assessment Process	Days Prior to the End of the Probationary Period
<u>Level 1 Recommendations</u> Library Assessment Committee's and University Librarian's recommendations to appropriate Vice-President	100 days
<u>Level 2 Decision</u> Vice-President (Academic) decision	80 days

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

PROMOTION

Steps in the Assessment Process	Deadlines
Librarian's application and submission of information to the University Librarian	December 1
Level 1 - Library Assessment Committee's and University Librarian's recommendations to the appropriate Vice-President	February 1
Level 2 - Vice-President (Academic) decision	March 1

- 25C.04 If a Librarian, for good cause, is unable to meet the December 1 deadline for submission of information to the University Librarian, as specified in this Collective Agreement, and he/she requests an extension, such extension shall be granted and all subsequent deadlines in the assessment process, including the date by which the Vice-President (Academic) shall advise the Librarian, shall be extended by an identical period of time. Such requests shall be made in writing to the University Librarian, who shall send a copy to the Association.
- 25C.05 If the Library Assessment Committee, for good cause, is unable to meet the deadlines for transmission of the recommendations specified in this Collective Agreement, and the University Librarian requests an extension, such extension shall be granted and all subsequent deadlines in the assessment process, including the date by which the Vice-President (Academic) shall advise the Librarian, shall be extended by an identical period of time. Such requests shall be in writing to the Vice-President (Academic) with a copy to the Association.
- 25C.06 The Library Assessment Committee shall base its decisions solely on the documentary evidence at its disposal. Such evidence shall consist of:
- a) a copy of the Librarian's Official File;
 - b) a written statement by the Employee to the University Librarian by December 1st (or 100 days prior to the end of the probationary period) that provides a description, with appropriate reference to the documentation, of how his or her record satisfies the criteria set out in the relevant articles of the Collective Agreement;

- c) any other relevant documentary evidence which has been submitted by the Librarian;
- d) any other relevant documentary evidence which has been provided by the University Librarian. The Librarian will be provided a copy of such evidence at the time of its introduction;
- e) recommendations, together with reasons and all documentation received in accordance with this Collective Agreement and used in the assessment process;
- f) the written recommendation of the Library Department Head concerned, a copy of which shall be provided to the Librarian.

If the Library Assessment Committee, University Librarian or appropriate Vice-President requires clarification of any documentation the Librarian concerned shall be invited, in writing, to provide such clarification, in writing, within ten days.

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

Following receipt of notification from the University Librarian of a tentative recommendation that is unfavourable to a candidate, he or she shall have the right of a personal appearance before the Committee before a final recommendation

is reached by the Committee. The Librarian may be accompanied by another Librarian preferably from the same Department or Branch.

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

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

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

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

25C.09 The Library Assessment Committee shall consider and make recommendations on the following matters, according to the terms of this Collective Agreement:

- a) appointments of Librarians;
- b) grants of continuing employment status to Librarians;
- c) promotions of Librarians;
- d) applications from Librarians for study leave;
- e) leave without pay for a period of six (6) months or more.

- 25C.10 The Chairperson of the Library Assessment Committee shall maintain a record of the name of each member of the committee who has reviewed the documentary evidence set out in Article 25C.07 and the date(s) of the review(s) during the assessment process. Any member of the Library Assessment Committee who has not examined the documentary evidence, as evidenced by the record, shall not vote on the case nor take part in the discussion and, for purposes of determining a quorum, will be considered to be absent.
- 25C.11 The University Librarian shall request the Library Department Head to make a recommendation, in writing, whenever a Librarian from his or her department is being assessed. This recommendation, together with reasons and any documentation, shall be submitted to the University Librarian, within ten days of the request, who shall submit this material to the Library Assessment Committee.
- 25C.12 The Library Assessment Committee shall determine and record its own procedures which shall not be in conflict with the provisions of this Collective Agreement. Such procedures shall provide for an approved record which shall include the reasons for the final recommendation on each case and the numerical record of the final vote on each case.
- 25C.13 The Vice-President (Academic) shall provide to the Association a list of all the Librarians considered in the assessment process that year and his/her recommendation.

Article 25D - ASSESSMENT CRITERIA: FACULTY MEMBERSTenure

- 25D.01 Considering the professional responsibilities and workload of the faculty member as set out in Articles 16A and 19A, respectively, the criteria for tenure are:
- a) demonstrated academic competence within their area of expertise; and
 - b) an acceptable record of academic service; and
 - c) where applicable, fulfillment of any contractual requirement to complete a higher degree or other academic qualification where such requirement has been included in the offer of appointment to the faculty member.

Promotion to Associate Professor

- 25D.02 Considering the professional responsibilities and workload of the faculty member as set out in Articles 16A and 19A, respectively, the criteria for promotion to the rank of Associate Professor are the same as the criteria for the grant of tenure set out in Article 25D.01.

Promotion to Professor

- 25D.03 Considering the professional responsibilities and workload of the faculty member as set out in Articles 16A and 19A, respectively, the criteria for promotion to the rank of Professor are:
- a) a demonstrated continuing high level of academic competence and achievement in the faculty member's area of expertise; and
 - b) an acceptable record of academic service.
- 25D.04 Assessment of academic competence shall be based on an appropriate combination of the principal duties of faculty members set out in Article 16A.02. The assessment shall take

into account the various ways in which academic competence is demonstrated in different areas of expertise. Academic competence shall be demonstrated:

- a) in dissemination of knowledge in the faculty member's area of expertise by the objectively documented achievement of a continuing and satisfactory record of teaching competence as evidenced by: student opinion surveys by methods approved by Senate and, if available, those approved for use by Faculty Councils, and/or Departments; development of new courses; updating of existing courses; effective use of innovative teaching aids and techniques; development of innovative teaching aids and techniques; involvement in curriculum development; organization of field schools, laboratories or clinical practica; successful direction of the research of undergraduate and/or graduate students; successful public and/or continuing education activities; publication or production of books, articles, films or recordings which elucidate and advance teaching effectiveness; formal recognition by the Board of Governors as an excellent teacher; and through other equivalent accomplishments;
- b) in research, scholarly or creative activity within their area of expertise, by the objectively documented achievement of continued development as a scholar as evidenced by:
 - designing, developing and conducting research projects;
 - designing, developing and conducting critical analysis of acquired knowledge; scientific, literary or professional publications; presentation of seminars, clinics or workshops; reporting the results of research and critical analysis and/or the successful transfer of current technology and/or techniques; participating actively, in their capacity as researchers or scholars in conventions, conferences, symposia or research groups; development of innovative teaching, coaching or professional methods,

materials, curriculum and/or techniques likely to be used by others; active scholarly participation as editor or as a member of the editorial board of journals or other scholarly publications; evaluating or refereeing the work of other scholars; serving on grant selection committees; where appropriate in relation to their principal duties, successful attainment of research funding; professional consulting or practice of a creative nature; regular consultation by established researchers or authorities; creation of, maintenance of or contributions to data banks, registries, tables or collections of existing knowledge recognized and used by others; or by other equivalent accomplishments.

25D.05 Assessment of academic competence under Article 25D.01a), 25D.02 and 25D.03a) shall take into account the professional responsibilities and workload of the faculty member as set out in Articles 16A and 19A respectively, and those elements shown in Article 25D.04, and shall assess whether the faculty member's overall performance reflects a level of competence and activity which is appropriate for the level of promotion under consideration in accordance with Articles 25A.01, 25A.02 and 25A.03. Although time in rank is not a criterion for promotion or tenure, in practice, at the time a promotion or grant of tenure becomes effective, the period of service in rank required to achieve the appropriate level will have typically been six years. The Parties anticipate that the level of competence and activity which is appropriate for the level of promotion under consideration may gradually evolve and increase over time.

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

25D.07 In the event of a negative recommendation occurring at either Level 1 or Level 2, the faculty member shall have the right to request assessment of performance with respect to Article 25D.03(a) in writing by four peers external to the University. The evaluation letters received from all four peers shall be included in the Official File. Such peers shall be chosen by the Faculty Assessment Committee taking due account of those suggested by the faculty member concerned. These evaluations shall be obtained by the Dean.

Article 25E - ASSESSMENT CRITERIA: PROFESSIONAL LIBRARIANS

25E.01 Considering the professional responsibilities and workload of the professional Librarians as set out in Article 16D and 19D, the criteria for a continuing appointment are:

- a) performance of assigned responsibilities in an effective manner; and
- b) demonstrated professional competence in the Librarian's specialization and classification; and
- c) when elected or invited, an acceptable record of committee service in the Library or elsewhere in the University; and
- d) fulfillment of any contractual requirement to complete a higher degree or other professional qualification (where applicable).

25E.02 Considering the professional responsibilities and workload of professional Librarians as set out in Articles 16D and 19D, a Librarian at the Librarian 2 classification or above may be recommended for promotion when the Librarian has met the following criteria:

Promotion to Librarian 3

- a) demonstrated continuing professional competence in the Librarian's specialization and classification; and
- b) continuing performance of assigned responsibilities in an effective manner; and
- c) at the time the promotion becomes effective, a period of service as a Librarian 2 which, typically, will be four years. A relevant subject specialization at a Master's level or above or an advanced professional certificate or diploma may reduce the typical period of service by two years, subject to recommendation of the assessment process.

Promotion to Librarian 4

- a) continuing high level of effective performance of assigned responsibilities; and
- b) demonstrated continuing professional competence in the Librarian's specialization and classification; and
- c) at the time promotion becomes effective, a period of service as a Librarian 3 which typically will be five years. A relevant subject specialization at a Master's level or above or an advanced professional certificate or diploma may reduce the typical period of service by one year, subject to recommendation of the assessment process.

An acceptable record of participation in committee service in the Library or elsewhere in the University (when elected or invited to such committees) shall be considered in assessing candidates for promotion.

Article 25F - ASSESSMENT CRITERIA: SENIOR INSTRUCTOR 1 AND 2

Continuing Appointment for Senior Instructor 1

25F.01 Considering the professional responsibilities and workload of the Instructor as set out in Articles 16B and 19B, respectively, the criteria for a continuing appointment are:

- a) demonstrated competence in the performance of their professional responsibilities within their area of expertise; and
- b) where applicable, fulfillment of any contractual requirement to complete a higher degree or other academic qualification where such requirement has been included in the offer of appointment to the Instructor.

Promotion to Senior Instructor 2

25F.02 Considering the professional responsibilities and workload of the Instructor as set out in Articles 16B and 19B, respectively, the criteria for promotion to the rank of Senior Instructor 2 are:

- a) a demonstrated continuing high level of competence in the performance of their professional responsibilities within their area of expertise; and
- b) where applicable, fulfillment of any contractual requirement to complete a higher degree or other academic qualification where such requirement has been included in the offer of appointment to the Instructor.

- 25F.03 Competence in the performance of professional responsibilities of the Instructor or Senior Instructor 1 shall be assessed primarily on the basis of demonstrated teaching competence in his/her area of expertise, although academic service and performance in research, scholarly, or creative activity may be considered when appropriate.
- 25F.04 Assessment of demonstrated continuing high level of competence under Article 25F.02 shall take into account the professional responsibilities and workload of the Senior Instructor 1 as set out in Articles 16B and 19B respectively, and shall assess whether the overall performance of the Senior Instructor 1 reflects a level of competence and activity which is appropriate for promotion to Senior Instructor 2 in accordance with Articles 25A.01, 25A.02 and 25A.03. Although time in rank is not a criterion for promotion or continuing appointment, in practice, at the time of the promotion or granting of continuing appointment, the period of service in rank required to achieve the appropriate level will have typically been 6 years. The Parties anticipate that the level of competence and activity which is appropriate for promotion may gradually evolve and increase over time.

Article 26 - OFFICIAL FILES

- 26.01 Subject to the provisions of Article 26.04, all documents and materials maintained by the University of New Brunswick and used, or to be used, in determining the employment status of, or in evaluating the professional performance of, an Employee shall be placed in an Official File. This file shall be kept in the office of the Vice-President (Academic) or the Vice-President (Saint John) as appropriate. Copies of these documents and materials may be used elsewhere as necessary for normal University of New Brunswick administrative purposes. Copies of these documents and materials may also be filed

elsewhere for such purposes; e.g., in the offices of the President, the Dean, the Chairperson, the Director of Personnel Services, or any other office provided the Association is so notified in writing. Official Files and copies thereof shall be clearly marked as confidential.

- 26.02 The documents and materials referred to in Article 26.01 may include, but shall not be limited to, materials such as university transcripts, letters of application, curriculum vitae, and letters of reference; evaluation, observation, and workload reports; correspondence; commendatory and disciplinary letters; curriculum vitae up-dates; documents reflecting the salary and work history of Employees; decisions and/or recommendations, together with reasons, arising in accordance with 25B.01; and copies of materials reflecting professional development and achievements subject to the provisions of Article 26.04. A current inventory of all documents and materials in the Official File shall be maintained in the office of the appropriate Vice-President and included in the Official File.
- 26.03 An Employee shall have the right, during normal business hours, and upon reasonable notice, to examine the entire contents of his/her Official File. The examination may be carried out in the presence of a person designated by the appropriate Vice-President. Employees may be required to produce identification before access to their Official File is granted. Employees shall not remove their Official File or parts thereof from the office. Employees may obtain, at their own expense and upon written request to the appropriate Vice-President, a copy of any of the contents of their Official File within a reasonable period of time. An Employee shall be notified of any additions or deletions to his or her Official File. Materials deleted from the Official File shall be sent to the Employee.

- 26.04 Employees have the right to have included in their Official File, their written comments about the accuracy, relevance, meaning or completeness of the contents of their File. These comments may include a list of supplementary materials and documents maintained and considered relevant by the Employee. The documents and materials on this list shall be considered whenever the contents of the Official File are used in determining the employment status of or in evaluating the professional performance of the Employee, providing the Employee makes them available within a reasonable time of receiving a written request for them. These documents and materials shall be returned to the Employee following their use and shall not be included in the Official File.
- 26.05 Employees have the right to grieve the accuracy or the relevance, for the purpose of determining employment status or of evaluating professional performance, of any of the contents of their Official File within 30 days of becoming aware of the documents or materials.
- 26.06 No anonymous documents or materials shall be kept in an Official File or submitted as evidence in any formal decision or action involving an Employee. The aggregated numerical results of any collective student opinion survey of the Employee's teaching which has been approved by Senate and, if available, those approved for use by Faculty Councils and/or Academic Departments, shall not be considered anonymous material.
- 26.07 None of the contents of the Official File shall be released or made available to any person without the express written consent of the Employee concerned, except when required:
- a) for normal University of New Brunswick administrative purposes;

- b) for grievance and arbitration purposes;
- c) by this Collective Agreement;
- d) by law.

Access to any of the contents of an Official File for reason (d) above shall be granted only in person to individuals who show proof that such access is required by law. Such access shall be granted only by the appropriate Vice-President and in the presence of that Vice-President or his/her designate. The Vice-President shall notify the Employee concerned immediately, stating the person or persons granted access and the reason for granting such access unless such notification is prohibited by legal statute.

- 26.08 For the purposes of proceedings under Article 41, three Employees duly designated by the Association shall have the right, on a confidential basis, during normal business hours and upon reasonable notice to examine the contents of any Official File used in the assessment of the Employee who is a candidate in a particular assessment year and who is proceeding under Article 41. The examination will be carried out in the presence of a person designated by the appropriate Vice-President. These Employees shall not remove the Official File or parts thereof from the office.
- 26.09 A record shall be kept of the names of all persons granted access to the Official File in the Vice-President's Office together with the date, and the reason. Such record shall be included in the Official File.

Article 27 - TRANSFERS

- 27.01 Faculty members and Senior Instructors may be transferred to positions in other University Faculties or Academic Departments or to the other campus, only with their written consent. All other Employees may be transferred by the University of New

Brunswick to other positions on the same campus with twenty days' notice (or less, with the agreement of the Employee); such Employees may be transferred to positions on the other campus only with their written consent.

- 27.02 Recommendations on a proposed transfer of a faculty member or a Senior Instructor will be made in accordance with the provisions of Article 25B in the same manner as for appointments.
- 27.03 Notwithstanding the provisions of Article 27.02, a transfer of any Employee may be made arising from application of the provisions of Article 28 or 29 in any case(s) where such Employee is reasonably qualified or could reasonably be retrained for the new position.
- 27.04 Nothing in this Article shall preclude any Employee from competing for any vacancy on the same basis as external candidates.
- 27.05 Employees who are transferred at the request of the University of New Brunswick shall receive, as a minimum, the same rank or classification, credit for previous experience, salary and benefits as before the transfer.
- 27.06 In the case of a transfer to another campus, the University of New Brunswick shall be responsible for moving expenses in accordance with the provisions of Article 37. In addition, if the transfer is at the request of the University of New Brunswick, it shall also be responsible for the real estate and the legal fees relative to the sale of the Employee's principal residence, or for the amount of the penalty paid for the early termination of a lease, as appropriate.

- 27.07 Notwithstanding the provisions of this Article, the University of New Brunswick may, in the event of an emergency arising from the sudden and unpredictable inability of an Employee to perform his/her assigned workload, assign Employees immediately to other University Faculties, Academic Departments, or Libraries, or to another campus, on a temporary basis. Such an emergency assignment to another campus shall take place only after the University of New Brunswick has made every reasonable effort to meet the emergency in other ways. The temporary assignment shall not exceed the shorter of the duration of the emergency or the period of time up to the end of the academic term following the term in which the emergency arose, except with the consent of the Employee. An Employee assigned to another campus on an emergency basis shall receive reimbursement for all reasonable expenses incurred as a result of the assignment. For faculty members so transferred to another campus, the Dean shall consider any negative effects of such transfer on the faculty member's research in assigning the workload for the subsequent academic year.

Article 28 - CHANGES IN THE BARGAINING UNIT FOR ACADEMIC REASONS

- 28.01 The University of New Brunswick recognizes the importance of sound academic planning in establishing or changing appropriate academic priorities. The University of New Brunswick further acknowledges the powers vested in Senate by the University of New Brunswick Act in these matters. Consequently, the University of New Brunswick will continue to refer all issues related to academic planning and the setting of academic priorities to the Senate for study and recommendation.
- 28.02 The University of New Brunswick shall determine, for each Faculty, Academic Department, Library Department and Library, an authorized complement of Employees. The authorized complement, which may differ from the actual number of Employees,

shall be reviewed and adjusted regularly by the University of New Brunswick, taking into account any recommendations which Senate may make, in an effort to ensure that this authorized complement reflects the long-term academic priorities of the University.

- 28.03 Changes in the number of Employees in any Faculty, Academic Department, Library Department or Library, shall normally take place at any time through recruitment, retirement, death, resignation, voluntary redeployment or retraining, voluntary transfers or voluntary assumption of a reduced workload, in order to adjust the actual number of Employees towards the authorized complement.
- 28.04 The Parties recognize that in exceptional circumstances, changes in long-term academic priorities of the University may require adjustments to the authorized complement of a Faculty, Academic Department, Library Department or Library, resulting in changes in the actual number of employees at a rate greater than that which can reasonably be attained through the provisions of Article 28.03. Such changes under this Article may only result from academic considerations which include either: a significant decrease in student enrolment in a Faculty, Academic Department, or Library; or the discontinuance of such units, for sound academic reasons and upon recommendation of Senate. Such decrease shall not involve simply a temporary variation in enrolment. Where these exceptional circumstances exist, the University of New Brunswick may make such appropriate changes to the authorized complement and to the actual number of Employees in Faculties, Academic Departments, Library Departments or Libraries, as may be essential, provided the provisions of this Article are met. Under these exceptional circumstances the methods for reducing the actual number of Employees may include layoff, only after any adjustments resulting from the application of Article 28.03

have been made. The Board of Governors, believing that layoff of Employees is required, shall formulate a plan for such action and shall:

- a) inform Senate and the Association, in writing, of its belief that such action may require layoff of Employees, enclosing a copy of the plan, the academic reasons on which it is based and its reasons for believing that layoff may be required;
- b) impose a halt to the hiring of new Employees in the Faculties, Academic Departments, Library Departments or Libraries involved;
- c) establish an Academic Commission.

28.05 The Academic Commission shall consist of one member of Senate, appointed by Senate; two members of the Board of Governors, appointed by the Board of Governors; two Employees appointed by the Association; the Vice-President (Academic) and the Vice-President (Saint John). The Vice-President (Academic) shall chair the Commission. All reasonable expenses of the Academic Commission shall be borne by the University of New Brunswick.

28.06 The Academic Commission shall establish its own procedures.

28.07 The initial tasks of the Academic Commission shall be to:

- a) Examine the plan prepared by the University of New Brunswick, including the extent of the problems giving rise to the action of the Board of Governors taken under Article 28.04, and present a preliminary report to the Board of Governors, with copies to the Senate and the Association, making recommendations for any immediate action that can be taken without involving layoff of Employees.

- b) Request Senate to study the potential impact of the plan on the academic programs of the University, including whether enrolment projections are consistent with any proposed reduction in academic staff and to prepare a report within 40 days for the Academic Commission.

- 28.08 Following receipt of the Senate report, the Academic Commission shall, within 70 days, prepare a final report, analyzing the extent and nature of the academic problems giving rise to the plan, the extent and nature of the potential impact of the plan on the academic programs of the University, and making such detailed recommendations as seem appropriate to the Academic Commission, including recommendations on the number and distribution of any layoffs which may be essential. The Academic Commission shall include in its report the reasons for its recommendations and any supporting documents which are appropriate. The report shall be submitted to the Board of Governors with a copy at the same time to the Senate and the Association.
- 28.09 The University of New Brunswick agrees to full disclosure of available information which is pertinent to the academic problem and deemed relevant by the Academic Commission. The Commission may consult with any person or group of persons from inside or outside the University, and shall consult with any Faculty, Academic Department, Library Department or Library concerned.
- 28.10 Upon receipt of the report of the Academic Commission, the Board of Governors shall allow 20 days for comment on the report by Senate and by the Association. Within a further 20 days, the Board of Governors shall prepare a detailed plan of the actions which it proposes to take including the names of those Employees who shall be laid off and the reasons for the

layoff of those employees after due consideration of the report prepared by the Academic Commission and any comments made thereon by Senate and the Association. The Board of Governors' plan shall be sent to the Senate and to the Association for comments. These comments shall be received by the Board of Governors within 20 days. Within 20 days following receipt of these comments and with due consideration for such comments, the Board of Governors shall make its final decision.

28.11 In the event the Academic Commission, the Senate or the Association fails to submit its report or comments, as appropriate, within the time limits set out in this Article, the Board of Governors may proceed without such reports or comments. Any time limits under this Article may only be extended by agreement, in writing, of the Parties. Such agreement shall not be unreasonably denied.

28.12 In the event the Board of Governors decides to lay off Employees under this Article, such action shall be taken in accordance with the terms of this Collective Agreement.

28.13 Any recommendations or decisions made under this Article shall take into account that layoff is an exceptional action which shall not be taken until:

- a) all reasonable alternative solutions to the academic problems which have been proposed in the report of the Academic Commission and in any comments made thereon by Senate have been considered and implemented as far as reasonably practicable; and
- b) all reasonable alternative means of making the necessary reductions in the bargaining unit (as described in

Article 28.03) have been considered and implemented as far as reasonably practicable.

Any layoffs under this Article shall occur only to the extent necessary to alleviate the academic problem and shall be based on sound academic grounds.

Article 29 - CHANGES IN THE BARGAINING UNIT FOR REASONS OF FINANCIAL EMERGENCY

- 29.01 The term financial emergency denotes a condition in which the continued existence of the University of New Brunswick is placed in serious jeopardy because a substantial deficit has occurred or is inevitable and projections show substantial and continuing financial deficits, using generally accepted accounting principles applied on a basis consistent with that of the preceding year.
- 29.02 The Board of Governors, believing that a financial emergency exists or is imminent, shall formulate a plan to deal with this emergency and shall:
- a) inform Senate and the Association, in writing, of this belief, enclosing a copy of the plan and the financial reasons upon which it is based;
 - b) impose a halt to the hiring of new Employees, except those who are required to perform those functions essential to the ongoing operation of the University;
 - c) establish a Financial Emergency Commission.

29.03 The Financial Emergency Commission shall consist of two persons appointed by the Board of Governors, two persons appointed by the Association, and a chairperson chosen by lot from among the following persons:

- Claude Bissell
- Davidson Dunton
- James Gillies
- R. Gordon Robertson
- Such other persons as may be mutually agreed upon, in writing, by the Parties.

All reasonable expenses of the Financial Emergency Commission shall be borne by the University of New Brunswick.

29.04 The Financial Emergency Commission shall establish its own procedures.

29.05 The initial task of the Financial Emergency Commission shall be to:

- a) Examine the plan prepared by the University of New Brunswick, including the extent of the financial problems giving rise to the action of the Board of Governors taken under this Article, and present a preliminary report to the Board of Governors, with copies to the Senate and the Association, making recommendations for any immediate action that can be taken, without involving layoff of Employees.
- b) Request Senate to study the potential impact of the plan on the academic programs of the University, including whether enrolment projections are consistent with any proposed reductions in the number of Employees, and prepare a report within 40 days for the Financial Emergency Commission.

- 29.06 Following receipt of the Senate report, the Financial Emergency Commission shall, within 70 days, prepare a final report, analyzing the extent and the nature of the financial problems giving rise to the plan, the extent and the nature of the potential impact of the plan on the academic programs of the University, and making such detailed recommendations as may seem appropriate to the Financial Emergency Commission, including recommendations on the number and distribution of any layoffs which may be essential. The report shall identify the source or sources of the financial difficulty, and recommend any methods the Commission deems necessary and sufficient to alleviate these difficulties, taking into consideration possible alternatives to the layoff of Employees. The Financial Emergency Commission shall include in its report the reasons for its recommendations and any supporting documents which are appropriate. The report shall be submitted to the Board of Governors with a copy at the same time to the Senate and the Association.
- 29.07 The University of New Brunswick agrees to full disclosure of available information which is related to the financial emergency problem and deemed relevant by the Financial Emergency Commission. The Commission may consult with any person or group of persons from inside or outside the University, and shall consult with any Faculty, Academic Department, Library Department or Library concerned.
- 29.08 Upon receipt of the report of the Financial Emergency Commission, the Board of Governors shall allow 20 days for comment on the report by Senate and by the Association. Within a further 20 days, if a financial emergency exists, the Board of Governors shall so declare and shall prepare a detailed plan of the action which it proposes to take, including the names of those Employees who shall be laid off and the reasons for the layoff of those Employees after due consideration of the report

prepared by the Financial Emergency Commission and any comments made thereon by Senate and the Association. The Board of Governors' plan shall be sent to the Senate and to the Association for comments. These comments shall be received by the Board of Governors within 20 days. Within 20 days following receipt of these comments and with due consideration for such comments, the Board of Governors shall make its final decision.

- 29.09 In the event the Financial Emergency Commission, the Senate or the Association fails to submit its report or comments, as appropriate, within the time limits set out in this Article, the Board of Governors may proceed without such reports or comments. Any time limits under this Article may be extended by agreement, in writing, of the Parties. Such agreement shall not be unreasonably denied.
- 29.10 In the event the Board of Governors decides to lay off Employees under this Article, such action shall be taken in accordance with the terms of this Collective Agreement.
- 29.11 Layoff is an exceptional action which shall be taken only after the University of New Brunswick has exhausted all reasonable means to alleviate the financial emergency by applying rigorous economies in all areas of the University's present and projected expenditures, by using all reasonable means of improving the University's income, and by using all other means of making the necessary reductions in the bargaining unit, in a manner which best maintains the academic viability of the University. Any layoffs under this Article shall occur only to the extent necessary to alleviate the financial emergency and shall be based on sound academic grounds.

Article 30 - LAYOFF

- 30.01 Layoff of Employees is an exceptional action which may occur only in accordance with Articles 28 or 29.
- 30.02 The President of the University shall notify, in writing, Employees who are to be laid off, with a copy to the Association, as much in advance of the layoff date as possible, which notice shall be:
- a) for probationary or tenured faculty members, or for Senior Instructors, or for Librarians 3 or 4 who hold continuing appointments, a minimum of six months' notice with layoff effective on July 01 or January 01;
 - b) for all other Employees, a minimum of three months.
- 30.03 The President's notice under Article 30.02 shall state whether the layoff is based on the provisions of Article 28 or Article 29. Upon the Employee's written request, the President shall provide, within a reasonable period of time, a written statement of the specific reasons for choosing that Employee for layoff.
- 30.04 By informing an Employee and the Association, in writing 20 days in advance, the University of New Brunswick may lay off an Employee with pay in lieu of notice or with a combination of notice and pay in lieu of notice totalling the appropriate notice period in Article 30.02.
- 30.05 Those Employees covered under Article 30.02(a) who are laid off, shall receive all of:

- a) notice as specified in Article 30.02 (a) or pay in lieu of notice, as specified in Article 30.04; and
 - b) a sum equal to 12 months' salary.
- 30.06 Those Employees covered under Article 30.02 (b) who are laid off, shall receive all of:
- a) notice as specified in Article 30.02 (b) or pay in lieu of notice, as specified in Article 30.04; and
 - b) one month's salary for each year of full-time service in the University, to a maximum of six months' salary.
- 30.07 The financial settlements under Articles 30.05 (b) and 30.06 (b) shall, in cases of layoff under Article 28, be supplemented by a sum equal to six months' salary, payable upon expiration of the time period determined for the purposes of Articles 30.05(b) and 30.06(b), but only in the event the Employee has not yet obtained equivalent employment.
- 30.08 The Employee may elect to receive the amount specified in Articles 30.05 or 30.06, as applicable, as a lump sum payment on the effective date of the layoff or in another reasonable manner mutually agreed, in writing, by the Employee and the University of New Brunswick. In no case shall the sum paid under Articles 30.05 or 30.06 exceed the salary remaining until the normal retirement age of the Employee or until the terminal date of a term contract.
- 30.09 An individual with recall status shall have the right of first refusal of each and every available position in his/her field. Should two or more individuals with recall status be eligible for recall in the same field, the choice shall be made on sound

academic grounds, using the assessment procedures of Article 25 as for appointments. If two or more individuals with recall status have equivalent qualifications, the order of recall shall be the reverse of the order of layoff. An external candidate shall not be offered a position in the bargaining unit unless all individuals with recall status who are qualified for the position have been offered the position in accordance with this Article.

- 30.10 Each individual with recall status shall be given special consideration for employment when any full-time position suitable to his/her qualifications becomes available in the University of New Brunswick, and for which no other individual with recall status exercises the right of first refusal. Such special consideration shall be neither greater nor less than that accorded to other individuals with recall status in the University of New Brunswick.
- 30.11 For individuals who have been laid off, recall status specified in this Article shall continue from the day of layoff for a period equal to one year for each year of service to a maximum of five years, and shall terminate only:
- a) at the conclusion of such periods; or
 - b) upon retirement to pension; or
 - c) when the person indicates, in writing, to the University of New Brunswick that he/she no longer wishes to be considered for recall; or
 - d) until the person has been offered and has refused, a position in his/her Academic Department (or Faculty,

where no Academic Department exists) or Library, equivalent to his/her former position.

- 30.12 Disputes arising out of these recall procedures are referable to the grievance and arbitration process set out in this Collective Agreement.
- 30.13 Individuals with recall status who are offered, and who accept, a position other than the one for which they have the right of first refusal under Article 30.09, retain this right of first refusal subject to the terms of this Article.
- 30.14 Individuals with recall status shall inform the University of New Brunswick, in writing, within 20 days whether they accept or reject a recall offer in accordance with Article 30.09. Individuals shall have a reasonable period, not exceeding six calendar months, to terminate other employment and take up the position. Reasonable requests for extensions of this time limit shall not be unreasonably denied.
- 30.15 Subject to Article 30.16, the employment status of Employees who have been recalled to bargaining unit positions in their field, shall be as at the time of layoff with respect to those matters covered in this Collective Agreement, including, but not limited to: rank or classification; probation, tenure or continuing employment status; and credit for service towards tenure, promotion, continuing employment status and sabbatical leave eligibility.

Subject to Article 30.16, the salary of Employees who have been recalled to bargaining unit positions in their field shall consist of the total of their salary at the time of layoff and all standard economic adjustments to which they would have been entitled if layoff had not occurred.

- 30.16 Credit, if any, for experience gained during the recall period may be granted by the University of New Brunswick upon recommendations resulting from the assessment procedures set out in Article 25.
- 30.17 Subject to the provisions of this Article, individuals with recall status shall retain their right to recall for the total recall period regardless of whether or not they have obtained alternative employment.
- 30.18 Individuals with recall status shall continue to be eligible for tuition benefits under Article 35, for the duration of the recall period or until they obtain full-time employment elsewhere, whichever is shorter. Such employment shall be reported, not later than 15 days after its commencement, to the University of New Brunswick.
- 30.19 Employees who have been laid off and who have been recalled, shall repay any portion of the allowance specified in Articles 30.05 or 30.06, as appropriate, which exceeds what their salary would have been had they continued to occupy their former position.
- 30.20 It shall be the responsibility of each individual with recall status to keep the University of New Brunswick and the Association informed of his/her current address for the duration of the recall period.
- 30.21 The Parties agree that payments made under the terms of this Article are settlement payments as compensation for loss of office.

Article 31A - SABBATICAL LEAVES

31A.01 In recognition of the fact that faculty members are required to continue to develop as scholars, researchers and professionals throughout their careers, a system of sabbatical leaves shall be maintained. **Tenured** faculty members shall be eligible for sabbatical leave in accordance with the provisions of this Article. Such leaves are intended to be used by **tenured** faculty members for academic and professional renewal and enhancement through study, research, scholarship, writing or other creative activities, leading to increase of their knowledge, furtherance of their research and scholarship, and other enhancement of their ability to contribute to the University on their return.

31A.02 Tenured faculty members shall be eligible, upon application to the University of New Brunswick, for consideration for sabbatical leave as follows:

- a) after six years of full-time service **at the University of New Brunswick**, one year's leave at 75 percent of regular salary, or
- b) after six years of full-time service **at the University of New Brunswick**, six months' leave at 100 percent of regular salary, or
- c) after three years of full-time service **at the University of New Brunswick**, six months' leave at 75 percent of regular salary.

31A.03 Sabbatical leave may be granted subject to:

- a) satisfactory arrangements being made to carry on the work of the Academic Department (or Faculty where no Academic Department exists) concerned;

b) the nature of the faculty member's proposal for the utilization of the sabbatical leave and the extent to which the proposal conforms to the purposes of sabbatical leave as set out in Article 31A.01, and the probability of successful implementation.

- 31A.04 Faculty members on sabbatical leave are expected to make effective use of such leave. The faculty member is expected to return to his/her normal duties on completion of the leave; on application made to the President, this requirement may be waived in the case of hardship or when substantial professional advancement would be denied.
- 31A.05 Normally, sabbatical leave shall be taken without interruption starting on 01 July or 01 January, or as otherwise approved by the University of New Brunswick.
- 31A.06 Applications for sabbatical leave shall be directed to the Dean no later than nine months before the date of commencement of the desired leave. Applications received with less notice may be considered in exceptional circumstances.
- 31A.07 Applications for sabbatical leave shall be supported by a description of the work planned by the faculty member for his/her leave, including the activities to be undertaken, the location or locations where the activities will be carried out, any fellowship or travel grants applied for or received and such other reasonable information as the University of New Brunswick may require. (Such other reasonable information may include, where applicable, written confirmation that any facilities essential for the successful completion of the planned work will be made available to the faculty member by the institutions or organizations in which the work is to be undertaken.)

- 31A.08 The University of New Brunswick shall inform faculty members of its decisions with respect to applications for sabbatical leave at least six months prior to the date of commencement of the leave, or such shorter period as the normal application time was not met by the faculty member.
- 31A.09 Upon notification of sabbatical leave approval, a faculty member may apply to the University of New Brunswick for a portion of the sabbatical salary to be awarded as a research grant and/or removal expense allowance. The University of New Brunswick will report such grants in accordance with the income tax laws and regulations.
- 31A.10 A faculty member who wishes to withdraw **an approved sabbatical leave or an application pending approval** shall so indicate in writing to the Dean, normally no later than three months prior to the proposed commencement date for the leave. In such cases, it shall be the faculty member's responsibility to re-apply for sabbatical leave in a subsequent academic year.
- 31A.11 Subject to Articles 31A.12 and 31A.13, it is expected that a faculty member will take a sabbatical leave once it has been approved.
- 31A.12 In the event of personal hardship, or for sound academic reasons, a faculty member may request (in writing to the Dean) deferment of application for sabbatical leave or of an approved sabbatical leave for up to one year. In such cases, it shall be the faculty member's responsibility to (re-)apply for sabbatical leave in the following academic year. This one year deferment shall be counted as service towards the next sabbatical leave.
- 31A.13 The University of New Brunswick may defer a requested sabbatical leave for up to one year in the event the faculty member's services are required by the University of New Brunswick during

the period of time planned for the leave. Such deferment shall be counted as service towards an application for a subsequent leave, which if approved, shall not be deferred. The University of New Brunswick shall inform faculty members of such deferral not less than three months prior to the approved commencement date of the leave. With the agreement of the faculty member, the University of New Brunswick may defer an approved sabbatical leave with notice of less than three months prior to the approved commencement date. The University of New Brunswick shall compensate faculty members for all bona fide expenses incurred by the faculty members in connection with the leave deferred at the request of the University of New Brunswick.

- 31A.14 When special circumstances (such as orderly departmental workload planning or other sound academic reasons) warrant it, sabbatical leave may be granted by the University of New Brunswick up to one year in advance of a faculty member's completion of the required years of service. In such cases, the period of advancement will be added to the required years of service for the faculty member's eligibility for his/her subsequent sabbatical leave.
- 31A.15 All faculty members on sabbatical leave shall receive full benefits according to the provisions of Article 35.
- 31A.16 Faculty members on sabbatical leave shall receive all increases in their nominal salary and benefits on the same basis as other faculty members who are not on sabbatical leave.
- 31A.17 Faculty members are encouraged to apply for external fellowships for their sabbatical leave. If such external fellowships are awarded, a reduction in the University of New Brunswick support shall not be made. Any other employment income received by the faculty member may be added to the sabbatical salary (including sabbatical research or travel grants)

received from the University of New Brunswick, provided the total does not exceed the sum of the nominal salary and additional bona fide expenses arising from the sabbatical leave. If the total employment income exceeds this sum, it shall be reported by the faculty member to the appropriate Vice-President and the sabbatical salary paid by the University of New Brunswick shall be reduced accordingly.

- 31A.18 A faculty member returning from sabbatical leave shall submit to the Dean, within three months of his/her return, a written report on the results of his/her research and scholarly work and action taken to improve academically and professionally during the sabbatical leave period. Such report shall be placed in the faculty member's Official File.

Article 31B - STUDY LEAVE FOR SENIOR INSTRUCTORS AND LIBRARIANS

- 31B.01 The purpose of study leave is to enhance the contributions of Senior Instructors and Librarians to the work of the University of New Brunswick by providing opportunities for engaging in activities for the improvement of professional knowledge, educational background and/or the acquisition of higher degrees.
- 31B.02 Senior Instructors and Librarians shall be eligible, upon application to the University of New Brunswick, for consideration for study leave. Normally, the duration of a study leave shall not exceed one calendar year. The duration of the leave and the percentage of salary paid, if any, shall be determined by the University of New Brunswick, taking into consideration the provisions of Articles 31B.01 and 31B.03.

- 31B.03 Study leave may be granted subject to:
- a) satisfactory arrangements to carry on the work of the Academic Department (or Faculty where no Academic Department exists), or Library concerned;
 - b) budgetary considerations;
 - c) the quality and relevance of the study leave proposal to the individual's responsibilities to the University of New Brunswick and the expectation of successful implementation.
- 31B.04 Senior Instructors and Librarians on study leave are expected to make effective use of such leave. These Employees are expected to return to their normal duties on completion of the leave; on application made to the President of the University, this requirement may be waived in the case of hardship or when substantial professional advancement would be denied.
- 31B.05 Normally study leave shall be taken without interruption starting on July 01 or January 01, or as otherwise approved by the University of New Brunswick.
- 31B.06 Applications for study leave shall be directed to the Dean no later than nine months before the date of commencement of desired leave.
- 31B.07 Applications for study leave shall be supported by such reasonable information as the University of New Brunswick may require from time to time, including a description of the program of study to be undertaken during the leave, and as they become available, letters of acceptance (or admission) from any institutions or organizations in which the study is to be

undertaken, if applicable. In exceptional cases, the University of New Brunswick may approve applications for study leave conditionally upon receipt of such letters at a later time (but prior to the commencement of the leave).

- 31B.08 The University of New Brunswick shall inform the Senior Instructors and Librarians concerned of its decisions with respect to applications for study leave at least six months prior to the date of commencement of the leave or such shorter period as the normal application time was not met by the Employee.
- 31B.09 Upon notification of study leave approval, a Senior Instructor or Librarian may apply to the University of New Brunswick for a portion of the study leave salary, if any, to be awarded as a research grant and/or removal expenses allowance. The University of New Brunswick shall report such grants in accordance with the income tax laws and regulations.
- 31B.10 A Senior Instructor or a Librarian who wishes to withdraw a study leave application shall so indicate in writing to the Dean, no later than three months prior to the proposed commencement date for the leave. Subject to Article 31B.11 and 31B.12, it is expected that a Senior Instructor or Librarian will take a study leave once it has been approved.
- 31B.11 In the event of personal hardship, or for sound academic reasons, a Senior Instructor or a Librarian may request (in writing to the Dean) deferment of an approved study leave. In such cases, it shall be the Instructor's or Librarian's responsibility to re-apply for study leave in a subsequent academic year if he/she wishes to be so considered.

- 31B.12 In the event the services of the Senior Instructor or the Librarian are required by the University of New Brunswick during the period of time planned for the leave, the University of New Brunswick may request that such leave be deferred. The University of New Brunswick shall inform the Senior Instructors and Librarians of such deferral not less than three months prior to the approved commencement date of the leave. With the agreement of the Senior Instructor or Librarian, the University of New Brunswick may defer an approved study leave with notice of less than three months prior to the approved commencement date. The University of New Brunswick shall compensate Employees for all bona fide expenses incurred by them in connection with the leave deferred at the request of the University of New Brunswick.
- 31B.13 All Senior Instructors and Librarians on study leave shall receive full benefits according to the provisions of Article 35.
- 31B.14 Senior Instructors or Librarians on study leave shall receive all increases in their nominal salary and benefits on the same basis as Senior Instructors and Librarians who are not on study leave.
- 31B.15 Any outside employment during the study leave may be approved by the Dean only if the proposed employment will not interfere with the Employee's study plan.
- 31B.16 A Senior Instructor or Librarian returning from a study leave shall submit to the Dean, within sixty (60) days of their return, a written report on the results of his/her study during the study leave. Such report shall be placed in the Official File of the Senior Instructor or Librarian concerned.

Article 32A - COURT LEAVE

- 32A.01 Leave of absence with full pay and benefits shall be granted to any Employee who is required to serve on a jury or to attend as a witness in a court of justice or before any legal or statutory body in Canada with power to compel the attendance of witnesses before it.
- 32A.02 The Employee shall notify the Dean in advance of any required absence on court leave. The Dean shall arrange, with cooperation of the Employee, to avoid undue interruption of the Employee's responsibilities to students during the period of absence.

Article 32B - PUBLIC OFFICE LEAVE

- 32B.01 Employees are free to seek elected office at the municipal, provincial or federal levels of government. Any Employee who is a candidate for, or is elected to such office shall be entitled to Public Office Leave as set out in this Article.
- 32B.02 Upon written request by the Employee to the Dean, the University of New Brunswick will grant a leave of absence with full pay, providing the Employee has successfully obtained a nomination as candidate, to campaign for elected office as follows:
- 22 days leave with pay to campaign for election to the Parliament of Canada;
 - 22 days leave with pay to campaign for election to the Legislature of New Brunswick.

The application to the Dean shall include suggested arrangements to provide for the discharge of the Employee's duties and responsibilities while on leave.

- 32B.03 Leave with pay as set out in Article 32B.02, is available only for the first time an Employee is a candidate for each office. Such leave with pay shall not be available to an Employee who is on leave without pay.
- 32B.04 Upon election to the Parliament of Canada, the Employee shall be granted a full-time leave of absence without pay, subject to the limitations of Article 32B.06.
- 32B.05 Upon election to the Legislature of New Brunswick, the Employee will be granted leave of absence without pay for the period of time that the Legislature is in session. If the Employee accepts an office as a Minister of the Crown, full-time leave of absence without pay will be granted by the University of New Brunswick.
- 32B.06 Arrangements involving public office leave of absence without pay will normally hold for two terms of public office or ten years, whichever is longer. If the Employee continues to serve after the two terms or after the ten-year period, the Employee may be required to resign his/her University of New Brunswick position.
- 32B.07 Subject to Article 32B.06, Employees on public office leave of absence without pay are entitled to return to their University of New Brunswick positions, without reduction in rank or salary; that is, their salary upon return shall consist of the total of their salary on leaving and all standard economic adjustments to which they would have been entitled if the time served in public office had been served in the bargaining unit.

- 32B.08 An employee elected to municipal office shall not be required to take leave of absence without pay providing the Employee can meet satisfactorily his responsibilities to the University of New Brunswick while holding elected municipal office.
- 32B.09 An Employee appointed to the Canadian Senate, or to a Royal Commission shall be granted leave without pay for a maximum of ten (10) years and such leave shall be subject to the terms of this Article.

Article 32C - SPECIAL LEAVE

- 32C.01 Special Leave may be with or without pay and includes all leaves of a type not specified in other Articles of this Collective Agreement.
- 32C.02 Special Leave, with or without pay may be granted by the University of New Brunswick to an Employee at any time for any period of time. For Special Leave of less than 5 days, application shall be made to the Chairperson. For special leave of 5 days or more, application shall be made to the Dean.
- 32C.03 Applications for leaves without pay for a period of six (6) months or more shall be made in writing to the Dean or University Librarian and shall require the approval of the Vice-President (Academic) or the Vice-President (Saint John) and the President and the Board of Governors.
- 32C.04 Normally, a leave without pay for six (6) months or more shall be taken without interruption starting on 01 July or 01 January, or as otherwise approved by the University of New Brunswick.

- 32C.05 Applications for leave without pay for six (6) months or more shall be directed to the Dean no later than nine (9) months before the date of commencement of the desired leave. Applications received with less notice may be considered in exceptional circumstances.
- 32C.06 The University of New Brunswick shall inform Employees of its decision with respect to applications for a leave without pay for six (6) months or more, at least six (6) months prior to the date of commencement of the leave, or such shorter period as necessitated by the approval of a late application under 32C.05. An Employee who wishes to withdraw an approved leave without pay for six (6) months or more shall so indicate in writing to the Dean, normally no later than three (3) months prior to the proposed commencement date for the leave. The University may deny the request if a contract has been offered for a replacement.
- 32C.07 Leave without pay shall not exceed two (2) consecutive years.
- 32C.08 An Employee granted a leave without pay shall continue to be a Member of the Bargaining Unit, and shall be entitled, at his/her option to maintain his/her membership in the University benefit plans. The benefit premiums are to be paid by the Employee.
- 32C.09 An Employee on leave without pay shall not normally accumulate credit toward tenure, promotion, or sabbatical. The nominal salary of such Employees shall be increased by any amount implemented by the University in accordance with the Collective Agreement, except the PTR adjustment if the leave is for non-academic purposes and is for a period of more than six (6) months.

Article 32D - INCOME PROTECTION - SHORT-TERM SICK LEAVE

32D.01 Unless disabled and receiving benefits from the Long-term Disability Plan, an Employee shall be entitled to sufficient sick leave to provide full pay and benefits for the duration of an absence due to medically verifiable illness or injury, subject to the provisions of this Article. The maximum period for full pay and benefits shall be six months (130 days) after which the Long-term Disability Plan benefits may begin.

32D.02 The Employee shall inform the Dean as soon as possible of his/her illness in order that adequate alternative arrangements can be made to fulfill the Employee's duties.

The Employee shall also endeavour to keep the Dean informed of the latest medical opinion as to the likely duration of his/her illness.

32D.03 The Employee shall provide medical evidence verifying the illness upon request by the Dean.

32D.04 In cases of extended or frequent uses of sick leave, the University of New Brunswick may require a second medical opinion as to the Employee's condition in addition to the medical evidence provided by the Employee.

Article 32E - MATERNITY LEAVE

32E.01 A female Employee shall be granted maternity leave, consistent in timing and duration with the Minimum Employment Standards Act of New Brunswick.

32E.02 A female Employee will provide the Dean a medical certificate specifying the expected date of delivery. This information will be provided to the Dean as early as possible.

- 32E.03 The female Employee will make a written application to the Dean for the maternity leave no later than six (6) weeks prior to the start of the leave. The written leave application will specify the length of the leave and the date that the leave will begin.
- 32E.04 The Employee's salary will be maintained at 95% of her regular weekly earnings for the period of her leave. This will be done through a plan registered with the Unemployment Insurance Commission as a Supplementary Unemployment Benefit. This plan allows the Employer to make up the difference between the U.I.C. maternity leave benefits up to 95% of the Employee's regular weekly earnings. The Employee is required to apply for the U.I.C. maternity leave benefit and must be eligible for the benefit for this plan to apply. Contributions to the pension and benefit plans shall continue on the part of the Employee and the University on the basis of 100% of salary.

Article 32F - ADOPTION LEAVE

- 32F.01 A female Employee or a single male Employee shall be granted an adoption leave for a period of up to seventeen (17) weeks at the time of placement of one or more children for the purpose of adoption pursuant to the laws governing adoption in the Province of New Brunswick.
- 32F.02 It is recognized that there may be very little notice provided by the agency; however, it is expected that the Employee will provide as much notice to the Dean as is possible as to the length of the leave and the date that the leave will begin.
- 32F.03 The Employee's salary will be maintained at 95% of regular earnings for the period of the leave. This will be done through a plan registered with the Unemployment Insurance

Commission as a Supplementary Unemployment Benefit. This plan allows the Employer to make up the difference between the U.I.C. adoption leave benefits up to 95% of the Employee's regular weekly earnings. The Employee is required to apply for the U.I.C. adoption leave benefit and must be eligible for the benefit for this plan to apply. Contributions to the pension and benefit plans shall continue on the part of the Employee and the University on the basis of 100% of salary.

Article 33 - RETRAINING LEAVE

- 33.01 The University of New Brunswick may offer an Employee leave of absence for retraining purposes. The duration of the leave and the percentage of salary paid, if any, shall be determined by the University of New Brunswick. Details of a retraining program and of the Employee's position upon his return shall be agreed upon in advance by the Employee and the University of New Brunswick.
- 33.02 The University of New Brunswick will consider full or partial payment of tuition, travel, and other related expenses incurred by the Employee during the retraining leave.
- 33.03 When retraining leave is offered by the University of New Brunswick as a result of application of the provisions of Article 28 or 29, the salary paid under the terms of Article 33.01 shall be not less than 75 percent of the Employee's normal salary for the duration of the leave up to one year. The University of New Brunswick shall pay tuition, travel, and any other related expenses set out in Article 33.02 to a maximum of 25 percent of the Employee's salary. Salary and expenses to be paid during any subsequent period of retraining leave shall be determined by the University of New Brunswick.

Article 34 - VACATION AND HOLIDAYS

- 34.01 Each Employee is entitled to paid vacation at the rate of twenty-two (22) days per year. There shall be no remuneration in excess of the annual salary in the event the Employee chooses to work through all or part of his or her vacation period. Vacation may be taken in one or more parts. Vacation credits shall not accumulate during periods of leave without pay.
- 34.02 The time period between the end of one regular academic year and the commencement of the next regular academic year is the period of time in which vacation entitlement will normally be taken. Vacation credits may be used during the regular academic year only if such vacation would, in the judgment of the Dean, not unreasonably interfere with the responsibilities of the Employee.
- 34.03 Employees shall arrange their vacation period(s) in consultation with their Chairperson(s), in accordance with the responsibilities of the Employee and with due regard to the continued effective functioning of the Academic Department, Faculty, Library Department or Library concerned. The Chairperson shall provide the Dean with a statement indicating when Employees plan to be on vacation. Employees shall advise the Chairperson of any variation in their plans, in writing, with a copy to the Dean.
- 34.04 It is expected that vacation will normally be taken during the year in which it is earned. However, an Employee may request the Dean to allow carry over of unused vacation credits into

the next academic year but the cumulative total of vacation credits shall not normally exceed 1 1/2 and never exceed 2 times the annual vacation entitlement. Such request shall not be unreasonably denied.

34.05 Vacation entitlement shall not be redeemable for its monetary value except in the event of death, in which case the value of unused vacation credits, including any approved carry over from the previous year, will be paid. In the event of termination, the Dean shall schedule earned vacation time prior to the effective date of termination.

34.06 In addition to paid vacation, the following shall be paid holidays for Employees:

Good Friday	Remembrance Day (except if it
Easter Monday	falls on a Saturday or Sunday)
Victoria Day	Christmas Eve
Canada Day	Christmas Day
New Brunswick Day	Boxing Day
Labour Day	New Years' Eve
Thanksgiving Day	New Years' Day

and any other day duly proclaimed as a New Brunswick or Canadian holiday.

34.07 In the event that any of Christmas Eve, Christmas Day, Boxing Day, New Year's Eve or New Year's Day fall on a Saturday or Sunday, a week day shall be designated as the holiday. The particular day shall normally be the Friday preceding or the Monday following the holiday. The Association will be advised of the holiday schedule.

Article 35 - FRINGE BENEFITS

- 35.01 Except for the Public Service Superannuation Act and the Supplementary Pension Plan set out in Article 35.02 the University agrees to continue the fringe benefits under the plans set out in Article 35.04, and the cost-sharing arrangements (if any) of these plans, and the eligibility of Employees for participation in these plans, on the same basis as on June 30, 1981.
- 35.02 The pension is provided under the Public Service Superannuation Act and is integrated with the Canada Pension Plan. The Employee's contribution rate and participation shall be in accordance with the Public Service Superannuation Act.
- Employees who resign from the University of New Brunswick to take employment to which the pension transfer rights of the Public Service Superannuation Act are portable shall not be entitled to benefits under the Supplementary Pension Plan. Otherwise the Supplementary Pension Plan will continue for faculty members on the same basis as at June 30, 1981.
- 35.03 Employees who retire from University service (on the basis of age or disability) under the terms of Articles 40.01 (a) or 40.01 (d) after having been employed continuously for five years or more, shall receive a Retirement Allowance equivalent to five days' pay for each full year of continuous full-time service, but not to exceed the equivalent of 125 days' pay. Credits toward the Retirement Allowance shall not accumulate during periods of leave of absence without pay. No Retirement Allowance shall be granted to an Employee (a) who resigns, or (b) upon dismissal from University service in accordance with Article 42.

If an Employee who is eligible to receive the Retirement Allowance dies while employed by the University, such Employee's surviving spouse shall be granted the Retirement Allowance which the Employee would have received if he/she had retired as of the date of the occurrence of the Employee's death. In the event that there is no surviving spouse, or at the discretion of the surviving spouse, the Employee's estate shall be granted the aforementioned Retirement Allowance.

35.04 Details of the following fringe benefit plans are available from the Personnel Services Department:

Public Service Superannuation Plan
 Supplementary Pension Plan for Faculty Members
 Group Life Insurance Plan
 Group Health Insurance Plan
 Group Long-term Disability Plan
 Group Accident Insurance Plan
 Pension Plan for Disabled Employees

35.05 Changes of any kind in the coverage of any of the fringe benefit plans or eligibility of Employees for participation in those plans shall only be made with the explicit prior agreement of the Association.

35.06 The University of New Brunswick agrees to continue the Fringe Benefits Review Committee. The Association appoints two (2) representatives to this committee.

35.07 Employees who are laid off under the provisions of Article 30 shall, in addition to any benefits continuation or conversion privileges which may apply to Employees who resign, be eligible for participation in the University's Group Health Insurance

Plan and/or Group Life and Family Protection Insurance Plans at their sole expense, for the duration of the recall period or until they obtain full-time employment elsewhere, whichever is shorter. Such employment shall be reported, not later than 15 days after its commencement, to the University of New Brunswick.

Tuition Benefits

- 35.08 a) The University of New Brunswick shall waive tuition fees for up to two full UNB credit courses (twelve (12) credit hours) each year (1 September-31 August) for Employees.
- b) The University of New Brunswick shall reduce tuition fees by 50% for all UNB degree credit courses taken by the spouse or dependents of an Employee. This benefit shall be available to dependents up to and including the academic year in which his/her 26th birthday occurs. This benefit shall continue following the Employee's death or retirement.

Article 36A - SALARY STRUCTURE

- 36A.01 An Employee's total remuneration shall consist of the Employee's salary and applicable stipends paid in accordance with Article 36B.
- 36A.02 There shall be salary floors for each rank and classification as set out in Article 36B. No Employee shall be paid a salary below the salary floor for that Employee's rank or classification. Any salary ceilings shall be as set out in Article 36B.
- 36A.03 The salaries of Employees as of June 30th shall be increased effective July 1st by any adjustments made in accordance with Article 36A.04.

36A.04 Adjustments to salaries shall consist of one or more of the following components:

- a) Economic Adjustment (EA): All salaries, salary floors and any salary ceilings for each rank and classification shall be increased by the EA as set out in Article 36B.
- b) Progress Through the Ranks (PTR) Adjustment: PTR is the amount set out in Article 36B, by which salaries are further increased subject to the following conditions:
 - i) PTR is applied after the Economic Adjustment has been made;
 - ii) salaries at or above any ceiling are not increased by the PTR;
 - iii) salaries may not be increased above any ceiling by application of the PTR increase;
 - iv) PTR may only be withheld for just and sufficient cause as an appropriate penalty in a disciplinary action.

Written notification of such withholding shall be given prior to April 30 of the preceding academic year together with reasons and with a copy to the Association.
- c) Promotional Adjustment: An Employee's salary after promotion shall not be less than the floor of the new rank or classification. If after the Economic Adjustment and the Progress Through the Ranks adjustment, an Employee's salary falls below the floor of the new rank or classification, then a further adjustment shall be made to bring the Employee's salary up to the floor of the rank or classification. This adjustment shall be known as a promotional adjustment.
- d) Market Differential Adjustment: Market differential adjustments shall be administered by the Adjustment Committee under the provisions of this Collective Agreement.

- e) President's Discretionary Adjustment: There shall be a President's Discretionary Fund of an amount set out in Article 36B for distribution to Employees, or to persons accepting appointments to positions in the Bargaining Unit, by the President at his/her sole discretion.

36A.05 Merit Awards:

There shall be a Merit Award Fund of an amount set out in Article 36B. This sum shall be distributed to not more than 15 Employees on the basis of merit by the University of New Brunswick. Each award shall be paid as a lump sum and shall not become part of the recipient's salary. At the request of the recipient, an equivalent sum may be paid on a T4A basis as a research grant for personal professional development. The disposition of the awards shall be published in University Perspectives following their approval by the Board of Governors. There shall be no grievances arising from the disposition of the merit awards insofar as the disposition is not in conflict with this Collective Agreement. Prior to making their nominations for merit awards, the Deans shall ask for suggestions from the academic departments and the libraries for which they are responsible.

36A.06 Salary on Initial Appointment:

Where a person has been granted credit for previous experience on initial appointment then his/her initial salary shall be, except as provided for in Articles 36A.07 and 36A.09, the floor salary for his/her rank or classification, plus an amount equal to the value of comparable experience at the University of New Brunswick. The University of New Brunswick shall provide the Association with an up-to-date table showing the value of experience for each rank and classification.

- 36A.07 An Employee's initial salary may only exceed the salary established according to Article 36A.06 by any amounts designated as a Market Differential Component and/or as a President's Discretionary Component when such an amount or amounts have been determined in accordance with the terms of this Collective Agreement.
- 36A.08 The offer of appointment letter shall state the amount of experience credited, the dollar amount specifically given for the experience subject to the provisions of 36A.09, the dollar amount specifically designated as a Market Differential Component (if any) and the dollar amount specifically designated as a President's Discretionary Component (if any). The Association shall be sent a copy of that offer of appointment letter within 10 days of acceptance of that offer by the candidate.
- 36A.09 Salary offers shall be in terms of the salary scales in effect at the time the offer is made. If the appointment begins in a period beyond the stated duration of this Collective Agreement, the offer shall state that the salary is subject to the Economic Adjustment (EA) and, if applicable, any Progress Through the Ranks (PTR) adjustment negotiated between the Association and the University of New Brunswick. In such cases, the offer may state a reasonable guaranteed minimum. The PTR adjustment is applicable in all cases except when no experience credit is being granted for the Academic Year prior to the Academic Year in which the appointment takes effect. The offer shall indicate whether the EA and PTR adjustments are both applicable or whether only the EA is applicable.

- 36A.10 Employees whose appointment is effective prior to April 1st shall receive a PTR adjustment on July 1st following. Employees whose appointment is effective April 1st or after shall not receive a PTR adjustment on July 1st following unless they have been granted credit for previous experience for the Academic Year in which they were appointed.
- 36A.11 Adjustment Committee:
There shall be established, within 20 days of the signing of this Collective Agreement, an Adjustment Committee, consisting of two Employees appointed by the Association, two full-time employees of the University of New Brunswick appointed by the President of the University, and the Vice-President (Academic) or his/her designate acceptable to the Association who shall chair the Committee. Each Party shall, in addition, name one alternate and the Vice-President (Saint John) shall be the alternate for the Vice-President (Academic), in order that the Committee shall have the ability to meet on short notice with a quorum consisting of a full complement of four persons (i.e. two persons representing each Party) and the Chairperson.
- 36A.12 Where a person to be offered a position in the Bargaining Unit is to be considered for a Market Differential Component, the President shall obtain a recommendation from the Adjustment Committee concerning the amount to be paid. In the event that the President deems a case to be urgent and so indicates to the Committee, the Committee shall consider the case and make its recommendations known to the President as soon as possible, and in no case shall the time period be longer than 5 days from the date of receipt by the Committee. If the Committee cannot comply with this time period and an offer must be made, the President will consult with a representative of each Party on the Committee and may proceed with the offer of appointment. In this case, the Committee shall be advised of the details of the consultation and of the Market Differential Component that was offered.

- 36A.13 A Market Differential Component shall be recommended by the Adjustment Committee only when one is necessary to recruit persons who are in a market differential occupation. A market differential occupation is one in which a salary premium is necessary to recruit persons with well-defined qualifications in the face of competition in the Canadian academic market taking into consideration salaries paid to individuals of comparable qualifications, experience and levels of accomplishment at other selected Canadian universities. Particular qualifications, including particular types of required experience and/or outstanding merit of an individual shall be within the realm of the President's Discretionary Fund.
- 36A.14 A Market Differential Adjustment may be recommended by the Adjustment Committee only when one is necessary to maintain staffing in a market differential occupation.
- 36A.15 By November 1 any Employee may apply for a Market Differential Adjustment. The Parties recognize that the salaries of Employees may contain amounts attributable to market differentials paid in the past but not explicitly identified as such.
- 36A.16 When the Adjustment Committee has arrived at a tentative Market Differential Adjustment recommendation concerning an Employee, the chairperson of the Committee shall so advise the Employee in writing together with reasons and shall invite said Employee in writing to submit further documentary evidence if he/she wishes within 10 days from the date of invitation. Any such submissions shall be considered by the Adjustment Committee before reaching its final recommendations. The Adjustment Committee shall convey its final recommendations to the President.

- 36A.17 The Adjustment Committee shall monitor all Market Differential Components and Adjustments identified in accordance with Article 36A.13 and Article 36A.14 and shall recommend appropriate changes to the President. These recommendations shall be made at least once every five years. When a reduction in the Market Differential component or adjustment is determined then the Employee's salary shall be "red-circled". Red-circling shall mean that either no PTR adjustment, or only part thereof, shall be made until the required reduction has been achieved.
- 36A.18 The President shall implement the recommendations of the Committee concerning Market Differential Component of Article 36A.13 and the Market Differential Adjustment of Article 36A.14 subject to the limit of the fund as specified in Article 36B.04. There shall be no grievances arising from the implementation of the recommendations of the committee insofar as the recommendations are not in conflict with this Collective Agreement.
- 36A.19 The Committee shall determine its own procedures which shall be just and reasonable. The criteria for Market Differential Components and Market Differential Adjustments shall be those of Articles 36A.13 and 36A.14 respectively.
- 36A.20 The Association shall be notified of the names of the recipients of all Market Differential Components and Adjustments, and President's Discretionary Adjustments and components, and the amount of each. Upon request the Association will be provided within a reasonable time with reasons for any adjustments made from the President's Discretionary Fund. Such notification shall be directed to the President of the Association, and any information contained therein which has the effect of revealing individual salaries shall be held in confidence by him/her.

Article 36B - SALARIES FOR EMPLOYEES OTHER THAN SECOND LANGUAGE
TEACHERS

36B.01 The stipend for teaching by Employees in Extension, Summer Session or Intersession, where such teaching is not part of their individual teaching load in accordance with Article 19, shall be at the rate of **\$4400.00*** for a three hour per week full year degree credit course, or its equivalent.

*** \$4,600 1 May 1986**
\$4,800 1 May 1987
\$5,000 1 May 1988

36B.02 Administrative stipends shall be paid to Chairpersons at the rate of **\$178.00*/person** included within the full-time faculty member establishment (rounded upward) of the department concerned on July 1 of the academic year concerned. Such stipends shall range from a minimum stipend of **\$1,068.00**** to a maximum stipend of **\$3,916.00.****

* \$185.00	1 July 1986	** minimum stipend \$1,110	1 July 1986
\$192.00	1 July 1987		1,152 1 July 1987
		maximum stipend \$4,070	1 July 1986
			4,224 1 July 1987

Administrative Stipends shall be paid to the following library department heads at the rate of **\$1,147.00*** respectively.

Head, Technical Services	Head, Engineering Library
Head, Reference Department	Head, Education Resource Centre
Head, Collections Development Department	Head, Document Department
Head, Public Services Division	Head, Law Library
Head, Cataloguing Department	Chief Librarian, Ward Chipman Library
Head, Science Library	

*** \$1,193.00 1 July 1986**
\$1,241.00 1 July 1987

Of the other administrative stipends paid to Employees, stipends for the following positions are:

	1985-86	1986-87	1987-88
Director, Bio-Engineering Institute	\$1,720	\$1,789	\$1,861
Director, Fire Science Centre	1,720	1,789	1,861
Chairman, Student Teaching Division	2,580	2,683	2,791
Campus Secretary, UNBSJ	1,720	1,789	1,861
Director, Athletics, UNBSJ	2,844	2,958	3,076
Director, Inter-Collegiate Athletics	2,293	2,385	2,480
Director, Animal Care	2,580	2,683	2,791
Chairperson, Advisory Committee of French Language Training Centre	2,179	2,266	2,357
French Language Policy Coordinator	2,730	2,839	2,953
Assistant Director (Co-op), School of Computer Science	2,839	2,953	3,071
Assistant Director (Undergraduate), School of Computer Science	2,839	2,953	3,071
Dean of Residences	5,678	5,905	6,141
Associate Dean of Residences	2,839	2,953	3,071

- 36B.03 In each of the academic years 1985-86, 1986-87 and 1987-88 there shall be an amount of \$15,000.00 to be awarded as merit awards in accordance with Article 36A.05.
- 36B.04 In each of the academic years 1985-86, 1986-87 and 1987-88 there shall be a Market Differential Fund of \$75,000.00 to be administered in accordance with Article 36A.

- 36B.05 In each of the academic years 1985-86, 1986-87 and 1987-88 there shall be a President's Discretionary Fund of \$35,000.00 to be administered as President's Discretionary Adjustments in accordance with Article 36A.
- 36B.06 By mutual agreement of the Parties, the amount specified in Articles 36B.04 and 36B.05 may be varied.
- 36B.07 Economic Adjustment (EA):

The following economic adjustments shall apply:

- a) on **July 1, 1985** an adjustment of **0%**.
- b) on **January 1, 1986** an adjustment equal to the % change in the Statistics Canada, Consumer Price Index (CPI) for Canada (all items) for the period of **November 1984 to November 1985**.
- c) on **July 1, 1986** an adjustment of **2%**.
- d) on **January 1, 1987** an adjustment equal to the % change in the Statistics Canada, Consumer Price Index (CPI) for Canada (all items) for the period of **November 1985 to November 1986**, minus 2%. For example, if the % change in the CPI is 4.1% then the economic adjustment would be $4.1\% - 2\% = 2.1\%$.
- e) on **July 1, 1987** an adjustment of **2%**.
- f) on **January 1, 1988** an adjustment equal to the % change in the Statistics Canada, Consumer Price Index (CPI) for Canada (all items) for the period of **November 1986 to November 1987**, minus 2%.

Note: The above adjustments in d) and f) shall not be less than 0%.

36B.08 Progress Through the Ranks (PTR) Adjustment:

- a) on July 1, 1985 a PTR of \$1,227.00.
- b) on July 1, 1986 a PTR equal to $\frac{C-F}{30}$ where C represents the ceiling of the rank of Professor at July 1, 1986 and F represents the floor of the rank of Assistant Professor at July 1, 1986.
- c) on July 1, 1987 a PTR equal to $\frac{C-F}{30}$ where C represents the ceiling of the rank of Professor at July 1, 1987 and F represents the floor of the rank of Assistant Professor at July 1, 1987.

36B.09 Salary Floors and Ceilings:

	<u>1 July 1985</u>
Instructor	21,240-27,525
Senior Instructor 1	25,455-39,766
Senior Instructor 2	35,349-51,552
Lecturer	24,614-31,841
Assistant Professor	27,986-39,766
Associate Professor	35,349-51,552
Professor	44,186-64,807
Librarian I	21,240-26,298
Librarian II	24,614-31,841
Librarian III	27,986-39,766
Librarian IV	35,349-51,552
Research Associate	27,986-39,766
Senior Research Associate	35,349-51,552
NSERC Research Fellow	27,986-39,766
NSERC Senior Research Fellow	35,349-51,552

in writing and in advance, by the Dean and the Vice-President (Academic) or Vice-President (Saint John). The offer of appointment or offer of re-assignment shall make specific reference to this Article and shall state its application, if any, relative to the specific appointment or re-assignment.

- 37.02 All bona fide relocation expenses may be claimed provided the approved limit is not exceeded, and provided the Employee submits a detailed statement and supporting receipts for approval by the Comptroller. Within the limit, bona fide relocation expenses may include:
- a) The actual cost of transportation and accommodation when en route, for the Employee and his/her spouse and dependents allowable for income tax purposes. When travel by car is chosen, the car mileage and meal allowance shall be the same as and subject to the same conditions as those applicable to travel on University of New Brunswick business, provided the total does not exceed economy air fare as stated above.
 - b) The actual cost of moving and/or storing of household goods and effects from the place of residence to Fredericton or Saint John must be supported by receipts. Transportation of a motor vehicle is not normally included, but may be charged provided the total cost of all relocation expenses charged to the University of New Brunswick does not exceed the approved limit.
 - c) Living expenses incurred by the Employee and his/her spouse and dependents allowable for income tax purposes for one day at the original place of residence and for a reasonable period in Fredericton or Saint John may be claimed when

supported by receipts provided the total cost of all relocation expenses charged to the University of New Brunswick does not exceed the approved limit.

- 37.03 An Employee who terminates his/her employment voluntarily, within two years of the appointment, shall refund relocation expenses paid by the University of New Brunswick on a pro rata basis up to a maximum of one-half of the paid expenses.

Article 38 - PATENTS

- 38.01 The University of New Brunswick waives, disclaims and abandons any interest in or claim to any invention, design or development made by an Employee without the use of the University's funds, facilities, support or technical personnel. Such inventions and any patents arising therefrom shall be the sole property of the inventor.
- 38.02 Employees agree to disclose the intention to make a patent application to the University of New Brunswick within one (1) month of the date of the application and shall affirm in writing at that time whether or not the discovery has been made and developed with the use of University of New Brunswick funds, facilities or support or technical personnel. The University of New Brunswick may, within one (1) month of receipt of the statement of the Employee, challenge in writing the assertion of the Employee in regard to the use of the University's funds, facilities or personnel, in which case the matter shall be settled by arbitration as detailed in Article 41.

- 38.03 The Employees shall grant to the University of New Brunswick a non-exclusive, royalty-free, irrevocable, indivisible, and non-transferable right to use, solely for the University's internal use any patented device, equipment or process when such device, equipment or process has been invented with the use of the University of New Brunswick's funds, facilities, support or technical personnel. Such right shall not include the right to transfer or to exploit any product or process.
- 38.04 The Employee shall have the right to make their own arrangements at their own expense to patent an invention subject to the obligations in this article and shall be entitled to all the proceeds therefrom, except that where the invention has involved the use of the University of New Brunswick's funds, facilities, support or technical personnel, the Employee(s) who is(are) the inventor(s) shall share the net proceeds so that the Employee(s) receive fifty percent (50%) thereof and the University fifty percent (50%) thereof. The term "net proceeds" as used herein shall mean the net profits derived from licensing or commercialization of the patented product, equipment or process, after deduction of all expenses incurred for patent searches, for obtaining patent protection and for maintaining said protection in Canada and in other countries.
- 38.05 For the purposes of interpreting Articles 38.01, 38.02, 38.03 and 38.04, the payment of salary to Employees and the provision of a normal academic environment in which to work shall not be construed as use of the University of New Brunswick's funds or use of its support or technical personnel.

- 38.06 The Employee(s) shall have the option of processing an application for the patent(s) and of exploiting any such patent(s) either on their own as in Article 38.05 or through Canadian Patents and Development Limited or other similar agency with which the University of New Brunswick may have an agreement. Where the Employee(s) elects to proceed through CPDL or other similar agency, he/she shall make such arrangements and shall receive such proceeds as are specified in the agreement between the University and CPDL or other similar agency. The University of New Brunswick agrees not to modify, change, alter or abandon its contract with CPDL or other similar agency without one (1) month's prior notice to the Association of any change. The Employee(s) agree that the University, CPDL or other similar agency have the right at their sole discretion to refuse to process any patent application or to refuse to exploit any patent within twelve (12) months of the date of a request to this effect by the Employee(s) in which case the Employee(s) are free to make their own arrangements subject to the obligations in this Article 38 relating to the sharing of net proceeds.
- 38.07 The name of the University of New Brunswick shall not be used without mutual agreement in connection with inventions in which the University has no interest.
- 38.08 The University of New Brunswick agrees that it shall not enter any agreement to sub-contract work or responsibilities already undertaken or possessed by the University and Employees in the sciences, engineering or the health sciences without securing to the Employee(s) who may be seconded to or be employed by the sub-contractor all the rights, privileges and benefits accorded to them in this Article 38 of this Collective Agreement, nor shall the University of New Brunswick enter into any agreement to create a consortia of universities or government departments

or private companies for the purposes of research or development or commercial exploitation without securing to the Employees who may be seconded to or employed by such consortia, departments or private companies, all the rights, privileges and benefits accorded by this Article 38. If the University of New Brunswick makes an agreement contrary to this provision and fails to secure the said rights, privileges and benefits to the said Employee(s), the agreement shall not apply to Employees unless there is a special agreement in writing between the University of New Brunswick and the Employees to waive this Article 38.08, with a copy thereof sent to the Association within two (2) weeks.

Article 39 - COPYRIGHT

Copyright in the print/media

39.01 The University of New Brunswick acknowledges that it has no interest in and makes no claim to the print media copyrights of any Employee. The University of New Brunswick, therefore, agrees and undertakes to transfer to the author(s) and hereby transfers to the author(s) the copyrights of the Employee(s) in the print media (books, articles, letters, notes and similar material).

An Employee who is employed by the University of New Brunswick to edit a journal, or to write a specific article or magazine, shall not own any copyright(s) therein save and except for articles, reviews or literary pieces written by him/her.

Copyright in works of art

- 39.02 The Employee who is the maker of any work of art such as painting, sculpture, music and the like shall retain the copyright therein, and the University of New Brunswick therefore agrees and undertakes to transfer to the author(s) and hereby transfers to the author(s) all rights in such work or art.

Copyright and improvements in computer programmes

- 39.03 The University of New Brunswick hereby agrees and undertakes to transfer to the author(s) and hereby transfers to the author(s) any and all rights in regard to computer programmes prepared by the author(s) for his/her exclusive use, or for use in the teaching programme, but the University retains copyright in any other computer programme developed for it or any other internal function of the University. The Employer shall also have use free of charge of any programme developed for use in degree programmes of the University of New Brunswick.

Copyright in lectures

- 39.04 The University of New Brunswick hereby agrees and undertakes to transfer to the author(s) and hereby transfers to the author(s) any, and all rights in the copyright(s) to lectures delivered by Employees, recognizes that the Employee is the sole copyright holder in his/her lectures, and will give every reasonable assistance to the Employee(s) to prevent publication, recording or broadcasting of lectures not authorized by the Employee(s) concerned.

Copyright in recorded works

- 39.05 a) Ownership of copyright: The Copyright(s) in any recorded work (film, videotape, audio recording, etc.) involving direct University of New Brunswick funding or the use of University production facilities free of charge or substantially below local commercial rates shall belong to the Employee(s) who is the creator subject to the terms laid down in this Article 39 of this Collective Agreement. The University of New Brunswick shall be deemed to have waived any claim to any copyright(s) in recorded works (film, videotape, audio recordings) not involving direct University funding, or the use of University production facilities free of charge or substantially below local commercial rates, created or produced by Employee(s).
- b) Warranty by Employees: An Employee who receives direct funding or is allowed the use of University of New Brunswick production facilities free of charge or substantially below local commercial rates shall warrant to the University on the form attached to this Article as Annex 1 that he/she is the copyright owner of the work and it is an original with him/her. In cases where fees or licenses for the use of copyright material used in the work are required, the Employee(s) shall provide the University of New Brunswick with a list of the copyright holders. The University of New Brunswick shall be responsible for securing permission to use such copyrights but the Employee shall indemnify the University against any loss resulting from failure by the Employee to list the name of a registered owner of a copyright registered at the Federal Copyright Office.

c) Availability of resources:

- (i) The University of New Brunswick will do its utmost to make available to the Employee(s) without cost, production facilities and funds necessary to produce recorded works for use in the University's educational programme.
- (ii) Priority for, the amount of funds, and the kind of facilities shall be determined by the University of New Brunswick.

d) License for internal use:

- (i) The Employee(s) shall make available to the University of New Brunswick for its educational programme without payment of royalty one copy of any recorded work produced by the Employee(s) in the course of his/her employment and involving the use of direct University funding or the use of University production facilities free of charge or substantially below local commercial rates.
- (ii) The Employee(s) agree to make every effort lawfully to make available to the University of New Brunswick for its educational programme, without payment of royalty, one copy of any recorded work produced by the Employee(s) in the course of his/her employment and involving the use of direct University funding or the use of University production facilities free of charge or substantially below local commercial rates, and with respect to which the Employee no longer has copyright or shares copyright with one or more persons, or with respect to which there is some impediment or business arrangement which denies to the Employee the absolute right to comply with the intent hereof.

- (iii) Nothing in Article 39.05 (d) (i) and (ii) shall be construed as a waiver of any copyright by the Employee nor as permission to the University of New Brunswick or to any agent of the University of New Brunswick to broadcast the recorded works to the general public (i.e. to an audience not principally composed of members of the academic community) other than as provided for in Section (e) below nor shall these sections be construed as permitting the use of such materials in the extramural courses of the University of New Brunswick without payments of the fee to be set as in Article 39.05 (e) (ii) below. (Note: extramural may be defined as including, but not limited to, Extension, Intersession, Summer Session or other course taught outside the regular academic session).
- (iv) On completion of a recorded work for which the University of New Brunswick has provided direct funding or the use of the production facilities of the University free of charge or at a rate substantially below local commercial rates, the copyright owner(s) shall write the Vice-President (Academic) or his/her designate to inform him/her of the completion of the work. The Vice-President (Academic) or his/her designate shall reply within sixty (60) days stating whether or not the University of New Brunswick wishes to exercise its option to secure a copy of the work and whether or not it wishes the license to exploit the work as defined in Article 39.05 (e). If the Vice-President (Academic) or his/her designate replies that the University of New Brunswick does not wish to exercise these rights or if the Vice-President (Academic) or his/her designate fails to answer within sixty (60) days, it shall be understood that the University

has abandoned any right to secure a copy or obtain a license. If the copyright owner fails to notify the University of New Brunswick as required then the University maintains its right under this Article 39 of this Collective Agreement until such a letter is written by the Employee to the Vice-President (Academic) or his/her designate and has been disposed of in the manner indicated above.

License for external use, fees and royalties

- e) Where an Employee has a copyright in a recorded work produced with the assistance of direct University of New Brunswick funding or with the use of University production facilities free of charge or substantially less than local commercial rates, the Employee(s):
- (i) shall grant to the University of New Brunswick a license to use the recorded work, including the right to grant others the right to use the work according to the fee schedule in Article 39.05 (e) (ii) below.
 - (ii) shall either directly or through the agency of the Association establish with the University of New Brunswick a fee or royalty to be charged to third parties wishing to use the work; in default of such agreement within a time period of thirty (30) days from the date of the request by the Employee, such fee or royalty shall be set by one arbitrator who shall be named by the Association and by the University of New Brunswick in accordance with Article 41.

- (iii) if the license granted to the University of New Brunswick is not exclusive, shall not grant any other licenses at fees or royalties less than those determined in Article 39.05 (e) (ii) above.

- (iv) may waive any fee, royalty or other payment provided that such waiver shall be in writing and shall be limited to the occasion and the user or users specified in the said writing and a copy provided to the Association.

- (v) on completion of a recorded work for which the University of New Brunswick has provided direct funding or the use of the production facilities of the University free of charge or at a rate substantially below local commercial rates, the copyright owner(s) shall write the Vice-President (Academic) or his/her designate to inform him/her of the completion of the work. The Vice-President (Academic) or his/her designate shall reply within sixty (60) days stating whether or not the University of New Brunswick wishes to exercise its option to secure a copy of the work and whether or not it wishes the license to exploit the work as defined in Article 39.05 (e). If the Vice-President (Academic) or his/her designate replies that the University does not wish to exercise these rights or if the Vice-President (Academic) or his/her designate fails to answer within sixty (60) days, it shall be understood that the University has abandoned any right to secure a copy or obtain a license. If the copyright owner fails to notify the University of New Brunswick as required then the University maintains its rights under this Article 39 of this

Collective Agreement until such a letter is written by the Employee to the Vice-President (Academic) or his/her designate and has been disposed of in the manner indicated above.

- (vi) the University of New Brunswick shall not loan or transfer a copy of the recorded work nor allow any agent to loan or to transfer such a copy to any third party outside the University of New Brunswick academic community without written permission from the Employee(s) who hold the copyright(s). A copy of such permission shall be sent by the University of New Brunswick to the Association within thirty (30) days of receipt by the University.
 - (vii) any fees or royalties or other income received as a consequence of the exploitation of the recorded work by the University of New Brunswick pursuant to this Article 39 of this Collective Agreement shall be distributed fifty percent (50%) thereof to the Employee and fifty percent (50%) thereof to the University of New Brunswick.
- f) Sale or assignment by Employees. Where an Employee has produced a work for use in the University of New Brunswick's educational programme and wishes to sell, assign or otherwise dispose of his/her copyright(s) or an interest therein to any third party, he/she shall in any such disposition as a condition to his/her right to sell, assign or otherwise dispose:
- (i) protect the right of the University of New Brunswick to use the work in the University's education programme as specified in Article 39.05 (d) above and

- (ii) protect the rights of the University of New Brunswick in regard to exploitation of the copyright as in Article 39.05 (e) above, provided that on application by the Employee to the Vice-President (Academic) or his/her designate, the University may dispense with the requirements in f (i) or f (ii) or both hereof for such reasons as to the University seems fair in the circumstances. In the event that decision on the application of the Employee is not made within one (1) month of the receipt of such application, the Employee is deemed to have received the dispensation requested.

- g) Storage and erasure. The University of New Brunswick shall retain possession of every recorded work transferred to it as required in Article 39.05 (d) above and shall exercise reasonable care to ensure that any such recorded work is not damaged and is not erased, copied, amended or edited without the authorization of the copyright holder(s).

- h) Notes or texts. Where the Employee either alone or in collaboration with others prepares notes or other matter to accompany the recording, the Employee hereby grants to the University of New Brunswick a license to reproduce copies of the said notes or other matter and claims no fees or royalties in return unless the University sells or hires such copies in which event the Employee shall if he/she is the sole author thereof receive twenty-five percent (25%) which shall be shared between him/her and the co-author(s) on an equal basis.

- i) Amendments, editorial changes and withdrawal. An Employee, believing his work to be unsatisfactory for a proposed use due to dating or other good reasons, may require the work

to be amended on the same terms as the original production or may require its use to be withheld provided that the Employee may not require such amendments or withholding within one (1) year of the delivery of the recorded work to the University of New Brunswick as required in Article 39.05 (d). Any dispute as to the bona fides of the Employee's position may be settled by arbitration pursuant to Article 41.

Severability

- 39.06 (i) Where more than one copyright holder has an interest in a recorded work, each copyright holder may exercise his/her rights with respect to his/her contribution, provided that it is severable.
- (ii) A contribution is severable for this purpose if it could be erased without destroying the value of other contributions to the same recording or series, or it could be replaced in the recording or series by another contribution by someone else.
- (iii) Where a recording or series of recordings involves non-severable contributions by more than one copyright holder, any reference in this part to permission by the copyright holder shall be deemed to mean the unanimous permission of all such copyright holders.

Estates

- 39.07 When an Employee or former Employee dies, his estate shall retain all his/her rights and responsibilities under this copyright article of this Collective Agreement.

Sub-contracting by the University of New Brunswick

- 39.08 The University of New Brunswick agrees that it shall not enter any agreement to sub-contract the service of any Employee to any third party whatsoever for the purposes of the writing or editing of scripts for film or videotape or for the production of film or videotape or any consultation pertaining thereto without securing to the Employees all the rights, privileges and benefits accorded to them in this Article.
- 39.09 The estate of a copyright holder shall, in the event that the copyright holder received public funds or funds from the University of New Brunswick for a specific research project which did not result in publication prior to death, allow unrestricted access to and quotation from the papers, documents, or research materials collected for the research project by the copyright holder to other members of the bargaining unit or to academic administrators of the University of New Brunswick, provided that such access shall not abrogate any existing publication contracts (viz. where a completed or virtually completed manuscript is in existence with a firm publication contract) and shall not abrogate legal responsibility to pay copyright fees where required by law.
- 39.10 No Employee shall claim copyright in any University of New Brunswick administrative documents or administrative letters that may be produced by him/her or may be in his/her possession.
- 39.11 Employees who deposit their own or other manuscripts or documents in the archives of the University of New Brunswick shall be bound by the rules and regulations of the archives in force from time to time in regard to the use and disposition of such manuscripts or documents.

- 39.12 Employees agree to waive any claim for monetary compensation arising out of copyright claims in relation to teaching or lab manuals produced internally within the University of New Brunswick as part of their workload, provided that such manuals are sold only within the University of New Brunswick at a price set to recover direct costs (i.e. paper, bindings, salaries of support staff, and duplicating costs, distribution costs, but not honoraria or other similar payments) or less. If the University of New Brunswick sells at a price higher than direct costs or sells to the general public, then the University of New Brunswick shall pay to the Employee(s) who holds the copyright in the teaching manuals a ten percent (10%) royalty on all such sales. The University of New Brunswick shall not authorize another university or subsection thereof or any other body or person to use such manuals without a prior written agreement with the author(s) which, inter alia, stipulates the royalties to be paid to the author(s) and shall provide the Association with a copy of any such agreement within two (2) weeks of signing.
- 39.13 The Employee agrees to indemnify and save harmless the University of New Brunswick from any claim, action or cause of action for any reason whatsoever brought, threatened or made by any person relating to the materials in which the Employee has or claims copyright. Should a claim be advanced where there is copyright or license claimed jointly by the University of New Brunswick and the Employee, the liability to defend shall likewise be joint.

Annex No. 1

Copyright in Recorded Works

1. I have read Article 39 (Copyright) of the Collective Agreement between the Association of University of New Brunswick Teachers and the University of New Brunswick and I understand that I/we am/are bound by this Article in regard to copyright(s) in recorded works (film, videotape, audio recordings).

2. Description or name of the project _____

3. I/we hereby warrant that those listed below are the sole copyright holders in any recorded materials produced in connection with this project and that all those employed on salary in the production of this recorded work have been so informed by me/us.

(a) copyright holders in the script if any _____

(b) copyright holders in the performance if any _____

(c) copyright holders in the music if any _____

4. I/we hereby warrant that those listed below are the copyright holders of materials to be used in the production of the recorded work and request that the University of New Brunswick secure permission for use from the copyright holders.

_____ (name and address)

_____ (name and address)

Date: _____

Signed: _____

Witness: _____

Article 40 - TERMINATION OF EMPLOYMENT

- 40.01 No Employee shall be terminated, dismissed, laid off or suspended except in accordance with one of the following:
- a) Retirement - which shall normally be at the end of the academic year during which the Employee attains the age of 65.
 - b) Resignation - for faculty members or Senior Instructors, a minimum of six months' notice with resignation effective on July 01 or January 01; for all other Employees, a minimum of six weeks' notice. Upon application to the President, these time limits may be reduced in cases of hardship or when substantial professional advancement would be denied.
 - c) Expiration of a term appointment - shall be automatic at the end of the term specified, subject to the provisions of Article 22E.
 - d) Upon receipt of long-term disability benefits - according to University of New Brunswick policy as set out in the document dated October 5, 1983 and entitled "Compulsory Retirement for Employees with Long-term Disabilities". (Appendix B).
 - e) Layoff - in accordance with the provisions of Article 30.
 - f) Termination - under the provisions of Article 17A.06 or 17B.01.
 - g) Termination of a probationary appointment - under the terms of this Collective Agreement.

h) Death.

i) Dismissal or suspension - for just cause in accordance with the provisions of Article 42.

40.02 None of those provisions set out in (a) through (h) above constitutes dismissal or suspension.

Article 41 - GRIEVANCE AND ARBITRATION

41.01 A grievance is any difference arising between the University of New Brunswick and the Association or between the University of New Brunswick and any Employee(s) in the bargaining unit relating to the interpretation, application or administration of this Collective Agreement, including any question as to whether a matter is arbitrable, or any allegation that this Collective Agreement has been violated.

41.02 The Parties agree to make every reasonable effort to settle all grievances in a prompt, amicable, just and equitable manner. Whenever possible, informal methods such as, but not limited to, those set out in Article 41.10 and Article 11 shall be used.

41.03 The Parties agree that there shall be final and binding settlement by arbitration or by the other means provided for in this Article, of all grievances arising during the course of this Collective Agreement.

41.04 The Parties agree not to practice any discrimination, harassment, or coercion of any kind against any Employee who elects to use or not to use the procedures set out in this Article.

41.05 The Parties agree that there shall be no grievances or arbitration founded upon Articles 1 or 2, or upon actions taken by the Board of Governors upon the recommendations arising out of the recommendatory processes of Article 5 insofar as such actions are not in conflict with this Agreement. The Parties further agree that appointments made by the University of New Brunswick are not grievable unless the relevant provisions of this Collective Agreement have been violated.

The Parties further agree that there shall be no grievances or arbitration founded upon the disposition of the merit awards, market differential adjustments, or President's discretionary adjustments insofar as the disposition is not in conflict with this Collective Agreement.

41.06 A representative of the Association shall be present at all stages of the formal grievance and arbitration procedures, and may represent the grievor during those procedures. In addition, the grievor may be accompanied by another Employee, who may represent the grievor, at all formal stages of the grievance procedures. In the context of this Article, the grievor and the Parties may not be accompanied by or represented by legal counsel during the informal stage, Stage 1, or Stage 2 of the grievance procedure.

41.07 All written communications required in this Article shall be delivered by either Canada Post Office certified mail or University campus delivery for which acknowledgement of receipt has been obtained. Such communications will be deemed to have been delivered on the fifth day following posting, unless evidence exists to the contrary. Any attempt by an Employee to deliberately avoid receiving a written communication sent under

the terms of this Article shall be deemed to constitute receipt of the communication. A copy of all communications required by this Article shall be sent to the Association by the University of New Brunswick authority who is sending such communications, and vice-versa.

41.08 Grievances are defined in Article 41.01 and shall be classified as follows (subject to Article 41.09):

- a) Individual grievance shall mean a grievance involving an Employee and particular to that Employee.
- b) Group grievance shall mean a grievance involving a group of Employees and common to all Employees in that group, which shall be processed as a single grievance.
- c) Policy grievance shall mean a grievance initiated by the Association which has general application to the bargaining unit as a whole, or to a clearly definable group within the bargaining unit.
- d) University of New Brunswick grievance shall mean a grievance initiated by the University of New Brunswick which has general application to the Association, the bargaining unit as a whole, or to a clearly definable group within the bargaining unit.

41.09 The grievor in this Article shall mean the Party, Employee or group of Employees initiating the grievance. Individual and group grievances may be initiated by the Association, or by the Employee(s) involved.

Informal Complaints

- 41.10 Before the formal grievance procedure is initiated, every reasonable attempt shall be made to resolve the dispute by informal discussion. To this end, any Employee or group of Employees is encouraged to present a verbal complaint to the Dean or to the appropriate Vice-President in the case of grievances which may be initiated at Stage 2. There is no requirement for formal documentation or correspondence at the informal complaint stage. If the dispute is not resolved, the Employee or group of Employees may decide to lodge a formal grievance, and, if so decided, the Employee or group of 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 Employee to have occurred. The Association shall send a copy of such notification to the Dean and appropriate Vice-President.
- 41.11 If the dispute or difference has not been settled at the informal complaint stage, a written grievance may be presented to the Vice-President (Academic) or the Vice-President (Saint John) as appropriate. Such formal grievance shall be presented within twenty (20) days of the grievable event or within twenty (20) days of the date when this event could first have reasonably been known by the Employee to have occurred.
- 41.12 The appropriate Vice-President shall inform the grievor and the Association within ten (10) days as to whether the grievance is to be heard at Stage 1 or Stage 2.
- 41.13 The time limits set out in this Article may be extended by agreement, in writing, of the Parties. Such agreement shall

not be unreasonably withheld. Any stage or stages of the grievance procedure may be bypassed by mutual agreement, in writing, of the Parties.

Formal Grievance Procedure

41.14 The written grievance shall be signed by the 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.

Stage 1:

41.15 In the case of a grievance to be heard at Stage 1, the Vice-President shall convey the written grievance to the Dean within ten (10) days of receiving it. Within ten (10) days of receipt of the written grievance, the Dean shall meet with the 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.

Stage 2:

- 41.16 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.
- 41.17 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.
- 41.18 In the case of a University of New Brunswick grievance, the grievance shall be stated in writing to the President of the Association in the format set out in Article 41.14.

Arbitration

- 41.19 a) In the event that either Party to this Collective Agreement believes that a grievance remains unresolved following completion of the grievance procedures set out above in this Article, and if that Party wishes to proceed to arbitration, that Party shall notify the President of the other Party, within ten (10) days of receipt of the disposition of the grievance at Stage 2, of the intention to submit the dispute to arbitration, naming therein one 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 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 41.19 a), where any Employee is subject to termination, or where violation of either Article 14 (Academic Freedom) or Article 15 (Non-Discrimination) is alleged, the grievor may submit the matter to arbitration whether or not the Association believes that the grievance has been resolved. An Employee submitting such a matter to arbitration shall proceed in the manner set out in Article 41.19 a) except that both Parties shall be notified. Such an Employee shall be entitled to whatever assistance CAUT is willing to provide.

41.20 The two 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:

- Innes Christie
- Arthur Kruger
- Lorne McDougal
- Gordon Simmons
- O. B. Shime
- Daniel Soberman

If the two 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 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.

- 41.21 No person may be appointed to an Arbitration Board deciding any grievance which would involve a conflict of interest because of personal involvement in the subject matter of the dispute. In any arbitration involving a matter of academic freedom (Article 14), any chairpersons not on the list in Article 41.20 must have held an academic, academic/professional or academic/administrative appointment at a Canadian university for at least five of the last ten years, unless agreed otherwise by the Parties, in writing.

- 41.22 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.
- 41.23 a) In the case of an arbitration arising in accordance with Article 41.19 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 41.19 b) the fees and expenses of the chairperson shall be shared equally between the Employee(s) and the University of New Brunswick. The Employee(s) and the University of New Brunswick shall each be responsible for the fees and expenses of their respective appointee to the Arbitration Board and of their own witnesses.
- 41.24 The Arbitration Board shall confine itself to the grievance submitted for arbitration and shall have no authority to determine any other issue or issues.
- 41.25 The Arbitration Board shall not have any power to add to or to modify any of the provisions of this Collective Agreement nor to substitute any new provisions for any existing provisions nor to give any decision in conflict with the terms and provisions of this Collective Agreement.
- 41.26 Where an Arbitration Board determines that an Employee has been disciplined for cause, the Arbitration Board may substitute any equivalent or lesser penalty that, to the Arbitration Board, seems just and reasonable.

- 41.27 Without limiting in any way the operation of other appropriate provisions of this Article, the arbitrators shall have the power to award compensation to any Employee, the Association or the University of New Brunswick, but only to the extent of monetary loss actually suffered arising from a proven breach.
- 41.28 The Arbitration Board shall have the duty and the power to adjudicate all matters in dispute, including questions of the arbitrability of an issue.
- 41.29 When dealing with grievances involving procedural irregularity, if the Arbitration Board finds that procedures established in this Collective Agreement have not been complied with, it may direct that the matter be considered again by the appropriate person or committee in accordance with the terms of this Collective Agreement unless the Arbitration Board considers such reconsideration inappropriate. Where, by the terms of this Collective Agreement, judgment or discretion is to be exercised by the University of New Brunswick or any person or committee, the Arbitration Board shall not substitute its own judgment for that already made unless it finds the judgment or discretion to have been exercised in an arbitrary or unreasonable manner.
- 41.30 Any grievance resolved at any stage of the procedures prior to arbitration shall not constitute a precedent in any arbitration proceeding.
- 41.31 Where notice has been given in accordance with Article 41.19 of intention to submit to arbitration a dispute involving denial of promotion, tenure or renewal of a probationary appointment, the Association shall receive upon request a copy, certified as being true by the appropriate Vice-President or his designate of any document disclosed to the Association in accordance with Article 26.08 at least ten (10) days prior to the arbitration hearing for use in the arbitration proceedings on a

confidential basis. The Association agrees to pay all reasonable costs, including labour and materials, of any such copies provided. It is understood by the Parties that this Article 41.31 does not limit in any way the operation of other appropriate provisions of Article 41.

Rules and Procedures for the Arbitration Board

- 41.32 The quorum of the Arbitration Board shall be the entire complement of the Arbitration Board. The membership of the Arbitration Board in process of hearing a particular grievance shall not change until its decision is rendered.
- 41.33 The Arbitration Board shall meet to consider the grievance(s) presented to it and shall receive all evidence in respect of the grievance(s). It shall determine its own rules of procedure and evidence which shall be fair, just and equitable.
- It shall give a reasonable opportunity to the grievor and the Parties to be present, to be represented, to present evidence and/or to make submissions to the Arbitration Board.
- 41.34 The Arbitration Board shall give reasonable notice of hearings to the grievor, and the Parties.
- 41.35 The Arbitration Board shall conduct any hearing in camera in the presence of the grievor and the Parties and/or their representatives (if any) unless the grievor and the Parties agree, in writing, to an open hearing.
- 41.36 The Arbitration Board shall strive to maintain confidentiality at all times. Transcripts and/or recordings of the hearings, if any, and copies of any documents considered by the Arbitration Board shall be available for confidential use by the grievor and the Parties.

- 41.37 The Arbitration Board has all the powers set out in the Industrial Relations Act of the Province of New Brunswick, in addition to those set out in this Article.
- 41.38 The Arbitration Board shall render its decision, which shall be final and binding, in writing, and shall send copies to the grievor, and to the Parties. Each person on the Arbitration Board shall have a single vote. All decisions shall be by majority vote, or failing a majority vote, the decision of the chairperson shall be the decision of the Arbitration Board.

Article 42 - DISCIPLINE

- 42.01 Disciplinary action shall be taken only for just and sufficient cause. Penalties shall be just and appropriate for the offense.
- 42.02 In cases of suspension without pay or dismissal, the Employee may be suspended immediately, but where the Employee files a formal grievance within the time limits set out in Article 41, the Employee shall continue to receive full pay and benefits until the grievance and arbitration procedures have been completed.

Article 43 - PERFORMANCE REVIEW

- 43.01 The University of New Brunswick may review the performance of an Employee under this Article, once per year. Such performance review, if any, shall be in addition to any other performance assessments which may be required by other provisions of this Collective Agreement. In the event of outstanding performance, the University of New Brunswick may

allocate a merit award under the provisions of Article 36A. In the event of unsatisfactory performance, the University of New Brunswick may take disciplinary action under the provisions of Article 42.

Article 44 - NO STRIKES - NO LOCK-OUTS

44.01 There shall be no strikes or lock-outs (as defined in the New Brunswick Industrial Relations Act) as long as this Collective Agreement continues to operate.

Article 45A - ENVIRONMENTAL CHEMIST AND SCIENTIFIC RESEARCH OFFICER

45A.01 For the classifications of Environmental Chemist and Scientific Research Officer, the responsibilities and workload shall be the same as those which prevailed on July 1, 1980.

45A.02 For salary purposes, these classifications shall be identical to that of Librarian II.

Article 45B - DIRECTOR OF THE ENGLISH LANGUAGE PROGRAM

45B.01 The responsibilities and workload of the Director of the English Language Program shall be the same as those which prevailed on July 1, 1980.

45B.02 For salary purposes, the present Director of the English Language Program shall be treated in an identical fashion to Associate Professors.

Article 46 - TRANSITION TO THE AGREEMENT

- 46.01 All grievances filed prior to the signing of **the 1985-88** Collective Agreement and remaining unresolved at the time of signing of **the 1985-88** Collective Agreement shall be processed according to the terms and procedures of **the 1983-85** Collective Agreement.
- 46.02 Employees appointed before the signing of this Collective Agreement, whose letters of appointment or other appropriate official documents contain special conditions which do not apply generally to other Employees in the bargaining unit, as set out in this Collective Agreement, shall continue to be entitled to such conditions unless modified in writing by mutual agreement of the Parties.
- 46.03 For appointments made prior to the signing of the 1985-88 Collective Agreement, the period of time for automatic review or required service for the granting of tenure or promotion shall be that set out in the Employee's letter of appointment. For all Employees appointed after the signing of this Collective Agreement the provisions of the 1985-88 Collective Agreement will apply.
- 46.04 Any deadline specified in this Collective Agreement which falls prior to the thirtieth day after the signing of this Collective Agreement shall be extended to a time to be determined by the **two Parties**.
- 46.05 No disciplinary action initiated after the signing of this Collective Agreement shall be based solely on events occurring prior to November 3, 1980. Disciplinary action based partly on events occurring prior to November 3, 1980 must be substantiated by appropriate documentation contained in the Employee's Official File.

- 46.06 All other provisions of this Collective Agreement shall be effective from the date of signing of this Collective Agreement unless stated otherwise elsewhere in this Collective Agreement.

Article 47 - DURATION

- 47.01 This Collective Agreement comes into effect on **July 1, 1985** and expires on **June 30, 1988**. Provisions with respect to salary shall be effective on **July 1, 1985**. All other provisions shall be as set out in **Article 46.06**.
- 47.02 Either Party may, within the period of 120 days and 60 days prior to the expiry date of the Collective Agreement, give notice in writing to the other Party of its desire to bargain with a view to renewal or revision of the Collective Agreement then in operation, or to the making of a new Collective Agreement.
- 47.03 When a Party gives notice according to Article 47.02 to the other Party to the Collective Agreement, the Parties shall, without delay, but in any case within 15 days after the notice was given, or such further time as the Parties may agree upon, meet and commence or cause authorized representatives on their behalf to meet and commence to bargain collectively and make every reasonable effort to conclude a renewal or revision of the Collective Agreement or a new Collective Agreement.
- 47.04 This Collective Agreement shall remain in full force and effect until such time as agreement has been reached with respect to renewal, amendment or substitution thereof, or until such time as a legal strike or lock-out occurs.

Article 48 - SEXUAL HARASSMENT

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

48.02 Sexual harassment is defined as unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature when:

- a) such conduct has the purpose or effect of unreasonably interfering with an individual's academic or work performance or creating an intimidating, hostile or offensive environment for learning or working; or
- b) submission to, or rejection of, such conduct is made either explicitly or implicitly a term or condition of an individual's employment, academic status or academic accreditation; or
- c) submission to, or rejection of, such conduct by an individual is used as the basis for evaluations, recommendations or decisions affecting any term or condition of an individual's employment, academic status or academic accreditation.

Procedures

48.03 Procedures for the treatment of complaints of sexual harassment shall be established and publicized by the University. Such procedures shall include, at a minimum:

- a) an initial contact for lodging a complaint;
- 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 investigating and dealing with such formal complaints.

In administering these procedures, the University shall make every reasonable attempt to act upon a complaint promptly, fairly, judiciously and with due regard for confidentiality.

- 48.04 Any information provided by an individual accused of sexual harassment during informal discussions shall be strictly without prejudice.
- 48.05 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. An Employee, who is an authorized representative of the Association, shall be present at all stages of the formal process.
- 48.06 Any discipline imposed on an Employee for sexual harassment shall be subject to Article 42 and grievable and arbitrable under Article 41. In the event that the disciplinary action is not upheld in the grievance or arbitration procedure, at the Employee's request all reference to the complaint of sexual harassment shall be removed from his/her Official File. The University shall retain these documents in a confidential file, which upon reasonable notice, shall be accessible to the individual and the Association.

Article 49 - HEALTH AND SAFETY

- 49.01 The Parties agree that the health and safety of Employees is an important mutual concern and that the Parties shall cooperate in promoting the health and safety of Employees at the place of employment.
- 49.02 The Parties shall make every reasonable effort to safeguard the health and safety of Employees. The University of New Brunswick and Employees shall comply with the Occupational Safety Act of the Province of New Brunswick and other applicable governmental statutes and regulations.

APPENDIX A

PROVINCE OF NEW BRUNSWICK



INDUSTRIAL RELATIONS BOARD

IN THE MATTER OF THE INDUSTRIAL RELATIONS ACT
AND IN THE MATTER OF AN APPLICATION FOR CERTIFICATION
BETWEEN:

The Association of University of New Brunswick Teachers

Applicant.

- and -

The University of New Brunswick
FREDERICTON, New Brunswick

Respondent.

- and -

The University of New Brunswick Law Faculty
Association

Intervener.

- and -

The University of New Brunswick Engineering and
Forestry Faculty Association

Intervener.

WHEREAS an application bearing date January 12, A. D. 1978, for certification as bargaining agent for a unit of employees of The University of New Brunswick, Fredericton, New Brunswick, has been made by a trade union, namely, The Association of University of New Brunswick Teachers, to the Industrial Relations Board under the Industrial Relations Act;

AND WHEREAS, pursuant to the said application and after hearing the representations of the interested parties at hearings on February 15 and 16, 1978; March 16, 1978; September 18, 19, 20, 21 and 22, 1978; and September 25, 1978, the Board has determined that the Applicant is a trade union and has determined the unit to be appropriate for collective bargaining and directed that a vote be taken to determine the wishes of the employees concerned;

AND WHEREAS, pursuant to the said application, a Representation Vote was held on March 7, 8 and 9, 1979, and March 12 and 13, 1979, on the campuses of the University of New Brunswick at Fredericton and Saint John;

AND WHEREAS Statements of Desire were received by the Board within the prescribed period set out in the Notice of Report of Returning Officer from the Respondent, the University of New Brunswick Engineering and Forestry Faculty Association, Employees of the School of Computer Science and an individual from the Saint John campus;

AND WHEREAS a further hearing was held on March 30, 1979, to hear representations of the parties present;

AND WHEREAS the Board finds that the Faculty Members of the School of Computer Science and the Grant Holders are full-time employees of the University of New Brunswick and were included in the bargaining unit described and, therefore, eligible to cast ballots in the vote;

AND WHEREAS, the Board further finds that the Members of the Fredericton and Saint John Budget Committee were not excluded from the bargaining unit and were, therefore, eligible to vote;

AND WHEREAS no evidence was presented nor submissions made to the Board with respect to the Statement of Desire filed by The University of New Brunswick Engineering and Forestry Faculty Association;

AND WHEREAS the final result of the vote is:

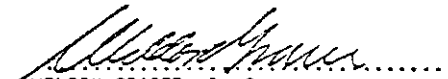
NO. OF ELIGIBLE VOTERS.....	517
NO. OF VOTES CAST.....	485
NO. VOTING <u>YES</u>	309
NO. VOTING <u>NO</u>	175
NO. OF SPOILED BALLOTS.....	1

NOW, THEREFORE, it is hereby ordered by the Industrial Relations Board that The Association of University of New Brunswick Teachers be and IT IS HEREBY CERTIFIED TO BE THE BARGAINING AGENT for:

"ALL PERSONS EMPLOYED IN FULL-TIME TEACHING OR RESEARCH OR EMPLOYED AS LIBRARIANS AT THE UNIVERSITY OF NEW BRUNSWICK AT ITS CAMPUSES IN FREDERICTON AND SAINT JOHN, NEW BRUNSWICK, SAVE AND EXCEPT DEANS, ASSOCIATE OR ASSISTANT DEANS, THOSE ABOVE THE RANK OF DEANS, THE UNIVERSITY LIBRARIAN, FACULTY MEMBERS WHO ARE MEMBERS OF THE BOARD OF GOVERNORS AND THOSE EXCLUDED BY THE INDUSTRIAL RELATIONS ACT.

NOTE: THE UNIT DESCRIBED IS INTENDED TO INCLUDE THE DEAN OF STUDENTS AND DIRECTORS."

ISSUED at Fredericton, New Brunswick, this 30th day of March, 1979, by the Industrial Relations Board and signed by its Chairman.


 WELDON GRASER, Q. C.
 CHAIRMAN
 INDUSTRIAL RELATIONS BOARD

APPENDIX BCOMPULSORY RETIREMENT FOR EMPLOYEES WITH LONG-TERM DISABILITIESIntroduction

In order to enable the University to continue its work, it is necessary to replace employees who have been absent from their work for an extended period of time, without a good prognosis for return to work within a reasonable period of time.

Whereas this principle has been recognized for some time, the time limits involved have not previously been defined.

Policy

1. Compulsory retirement of employees with long-term disabilities shall occur between the following time limits:
 - (a) one year after the commencement of the disability (six months after the commencement of disability payments);
 - (b) thirty months (2 1/2 years) after commencement of the disability (two years after commencement of disability payments).
2. Retirement of employees with long-term disabilities shall be taken in consultation with Personnel Services and subject to the following recommendations and approval procedures:
 - (a) Faculty/Fredericton (see note 2.)
 - Departmental Chairman's recommendation
 - Dean's recommendation
 - Vice-President's (Academic) recommendation
 - President's recommendation
 - Board of Governors' approval
 - (b) Faculty/Saint John (see note 2.)
 - Divisional Chairman's recommendation
 - Vice-President's (UNBSJ) recommendation

- President's recommendation
 - Board of Governors' approval
- (c) Support Staff - Fredericton
- Department Heads' recommendation
 - Appropriate Vice-President's recommendation
 - President's approval
- (d) Support Staff - Saint John
- Department Head's recommendation
 - Vice-President's (Saint John) recommendation
 - President's approval
3. Criteria for retirement prior to 2 1/2 years after the commencement of the disability include:
- (a) the urgency of filling the position with a regular replacement;
 - (b) a medical prognosis by the employee's personal physician or a physician appointed or approved by UNB, indicating that the employee will not be able to return to work before the end of the 2 1/2 year period.
4. A review of each long-term disability case shall be initiated by the University one year after the commencement of the disability and from time to time thereafter, as appropriate.
5. Employees retired under this policy will receive special consideration with regard to UNB employment opportunities, should they be able to return to work at a later date.
6. Arrangements will be made to protect continuing eligibility for benefits, such as group life, and group health insurance, in the period after compulsory retirement, for as long as eligibility for disability payments continues. This will be on a premium payment basis, unless he/she qualifies for a waiver of premium.

7. For employees who do not have LTD coverage and do not receive LTD benefits, this policy will apply except that arrangements can be made to continue participation in group life and group health insurance on a premium paid (by the employee) basis until compulsory retirement occurs. Subsequently, he/she can continue participation in the health insurance plan under the retired lives policy. Participation in life insurance ceases at the time of retirement, unless he/she qualifies for a waiver of premium, in which case life insurance continues.

NOTE 1:

The policy is consistent with the University's Income Protection Plan, which provides LTD coverage for employees who are unable to perform the duties of their own occupation for the period from 6 months to 30 months after the commencement of the disability. After 2 1/2 years (two years on LTD) the employee may be required to assume the responsibilities of any occupation which he/she can handle.

NOTE 2:

For the purposes of section 2, Employees (members of the AUNBT bargaining unit) shall fall under either 2a) or 2b).

October 5, 1983

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNIVERSITY OF NEW BRUNSWICK (UNB)
AND
THE ASSOCIATION OF UNIVERSITY OF
NEW BRUNSWICK TEACHERS (AUNBT)

SUBJECT: Collective Agreement Article 7
Concerning Association Service

For the purposes of interpreting Article 7 (Association Service) the Parties agree that:

(a) Where an Employee is to be absent from the University for purposes of Association service, the Employee shall make, in advance, in consultation with his/her Chairperson, satisfactory arrangements to meet scheduled duties subject to approval of these arrangements by the Dean or University Librarian. Confirmation of these arrangements will be sent to the Association by the Employee and the Association shall verify to the Dean that the Employee is a duly authorized representative of the Association.

(b) The Employee's salary and benefits will be maintained by the University.

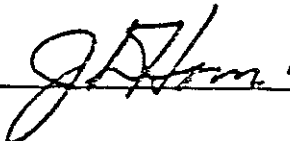
(c) The Association will be responsible for any travel and maintenance costs incurred by the Employee.

Dated this 2nd day of August, 1983.

For the Association:



For the University:



MEMORANDUM OF AGREEMENT
BETWEEN
THE ASSOCIATION OF THE UNIVERSITY OF NEW BRUNSWICK TEACHERS
AND
THE UNIVERSITY OF NEW BRUNSWICK

SUBJECT: Professional Development

During the negotiations of the 1985-88 Collective Agreement, the Association proposed the inclusion of the following clause:

"Professional Development Allowances

35.09 Effective May 1, 1986 the University shall make available to each Employee a Professional Development Allowance of \$500*. This fund shall be used for the purchase of items which may include, but not be limited to, books, equipment, memberships in professional associations, and travel consistent with the performance of responsibilities as set out in Articles 16A, 16B, 16C, 16D, 17A, and 17B. Such expenses will be supported by receipts. Unexpended portions of the Employees Professional Development Allowance shall be carried over from year to year.

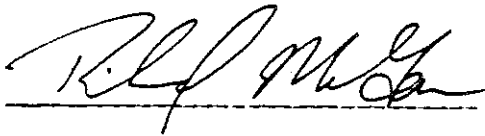
* \$600 May 1, 1987
\$600 May 1, 1988"

Therefore, the two Parties have agreed to establish a committee to consider the feasibility of providing such a professional development allowance.

The committee would be established within 20 days of the signing of the Collective Agreement and would consist of two people appointed by the Association and two people appointed by the University.

The committee will review the current practices on the Fredericton and Saint John campuses and will submit a report to the Association and the University by June 30, 1986.

For the Association:



For the University:



Dated this 22nd day of August, 1985.

MEMORANDUM OF AGREEMENT
BETWEEN
THE ASSOCIATION OF THE UNIVERSITY OF NEW BRUNSWICK TEACHERS
AND
THE UNIVERSITY OF NEW BRUNSWICK

SUBJECT: Supplementary Early Retirement Pension Plan

Whereas the two Parties agree that it is desirable that a supplementary pension plan should be created for Employees, with effect from June 30, 1986, therefore there shall be established within 20 days of the signing of the Collective Agreement, a Supplementary Pension Plan Committee, consisting of two people appointed by the Association and two people appointed by the University.


The purpose of the committee is to consider the feasibility of implementing a supplementary pension plan that would offset the early retirement penalty that currently exists in the New Brunswick Public Service Superannuation Plan. It is agreed that the offset mechanism would be a 90 factor system, that is, an Employee's age and service would total 90 or more to qualify for a supplementary pension plan.

The committee is to submit a written report to the Association and the University no later than January 31, 1986.

For the Association:



For the University:



Dated this 22nd day of August, 1985.


MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF NEW BRUNSWICK (UNB)
AND
THE ASSOCIATION OF UNIVERSITY OF
NEW BRUNSWICK TEACHERS (AUNBT)

SUBJECT: Retirement

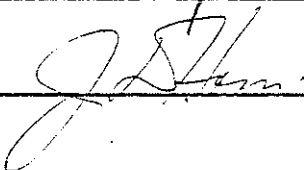
The Parties recognize that there is uncertainty concerning the application of federal and provincial legislation and regulations affecting retirement. Therefore the Parties agree that the provisions of this Collective Agreement pertaining to retirement shall not in any way prejudice the rights of any Employee or the University in seeking clarification of their position in respect to retirement through whatever means are available to them. Furthermore, the Parties agree that under the terms of this Collective Agreement the University of New Brunswick may continue to employ Employees (for example, through a limited time extension of their present appointment or a term appointment as per Article 22A.06(e)) beyond the normal age of retirement as set out in Article 40.01 a).

Dated this *26th* day of July, 1983.

For the Association:



For the University:



THIS COLLECTIVE AGREEMENT
SIGNED AT FREDERICTON, N.B.
THIS 25th DAY OF SEPTEMBER, 1985

UNIVERSITY OF NEW BRUNSWICK

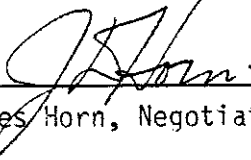
ASSOCIATION OF UNIVERSITY OF
NEW BRUNSWICK TEACHERS



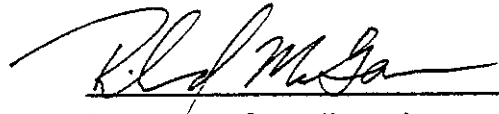
James Downey, President



Allan Sharp, President



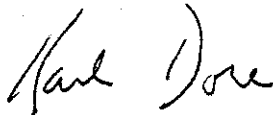
James Horn, Negotiator



Richard McGaw, Negotiator

Members of Negotiations Committee:

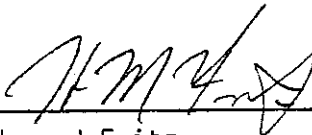
Members of Negotiations Committee:



Karl Dore



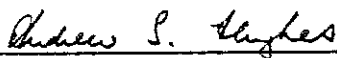
Gerald Clarke



Howard Fritz



Huw Davies



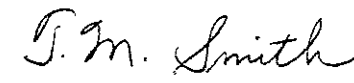
Andrew Hughes



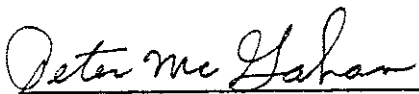
Jack Iwanicki



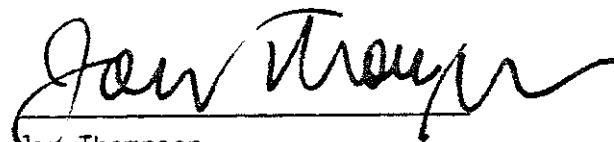
Sheila Laidlaw



Teresa Smith



Peter McGahan



Jon Thompson