



COLLECTIVE AGREEMENT

Between

THE UNIVERSITY OF NEW BRUNSWICK

and

THE ASSOCIATION OF UNIVERSITY OF NEW BRUNSWICK TEACHERS

2005-2009

TABLE OF CONTENTS

Article 1	DEFINITIONS	1
Article 2	PREAMBLE.....	2
Article 3	RECOGNITION	2
Article 4	MANAGEMENT RIGHTS.....	3
Article 5	COLLEGIAL RIGHTS	3
Article 6	RIGHTS OF THE ASSOCIATION.....	3
Article 7	ASSOCIATION SERVICE.....	4
Article 8	ASSOCIATION MEMBERSHIP	4
Article 9	RIGHTS UPON ENTRY TO, RE-ENTRY TO AND EXCLUSION FROM THE BARGAINING UNIT	5
Article 10	WORK OF THE BARGAINING UNIT	5
Article 11	UNB-AUNBT RELATIONS.....	7
Article 12	CORRESPONDENCE	8
Article 13	INFORMATION	8
Article 14	ACADEMIC FREEDOM	10
Article 15	NON-DISCRIMINATION	10
Article 16A	PROFESSIONAL RESPONSIBILITIES OF FACULTY MEMBERS	11
Article 16B	PROFESSIONAL RESPONSIBILITIES OF INSTRUCTORS	14
Article 16C	PROFESSIONAL RESPONSIBILITIES OF LIBRARIANS	15
Article 17A	RESEARCH ASSOCIATES AND SENIOR RESEARCH ASSOCIATES	17
Article 17B	NSERC UNIVERSITY RESEARCH FELLOWS, EXTERNALLY FUNDED FACULTY POSITIONS, CANADA RESEARCH CHAIRS	18
Article 18A	DUTIES OF CHAIRPERSONS	19
Article 18B	DUTIES OF LIBRARY DEPARTMENT HEADS	20
Article 19A	WORKLOAD OF FACULTY MEMBERS	20
Article 19B	WORKLOAD OF INSTRUCTORS	22
Article 19C	WORKLOAD OF LIBRARIANS.....	23
Article 19D	COMPARABILITY OF WORKLOAD	25
Article 20A	WORKLOAD REDUCTION FOR FULL-TIME EMPLOYEES	25
Article 20B	VOLUNTARY SEPARATION AND EARLY RETIREMENT.....	28
Article 21A	OUTSIDE PROFESSIONAL ACTIVITIES OF FACULTY MEMBERS	29
Article 21B	OUTSIDE PROFESSIONAL ACTIVITIES OF INSTRUCTORS AND LIBRARIANS.....	29
Article 22A	APPOINTMENTS OF FACULTY MEMBERS	30
Article 22B	APPOINTMENTS OF INSTRUCTORS	33
Article 22C	APPOINTMENTS OF LIBRARIANS	37
Article 22D	RENEWAL OF TERM APPOINTMENTS	39
Article 23A	PROBATION AND TENURE OF FACULTY MEMBERS	39
Article 23B	PROBATION AND TENURE OF INSTRUCTORS	41

Article 23C	PROBATION AND TENURE OF LIBRARIANS	43
Article 24A	PROMOTION OF FACULTY MEMBERS	45
Article 24B	PROMOTION OF INSTRUCTORS	46
Article 24C	PROMOTION OF LIBRARIANS	46
Article 25A	ASSESSMENT COMMITTEES	47
Article 25B	ASSESSMENT COMMITTEE PROCEDURES (Faculty Members and Instructors)	52
Article 25C	ASSESSMENT COMMITTEE PROCEDURES (Librarians)	58
Article 25D	ASSESSMENT CRITERIA: FACULTY MEMBERS	61
Article 25E	ASSESSMENT CRITERIA: INSTRUCTORS	64
Article 25F	ASSESSMENT CRITERIA: LIBRARIANS	65
Article 26	OFFICIAL FILES.....	67
Article 27	TRANSFERS	68
Article 28	CHANGES IN THE BARGAINING UNIT FOR ACADEMIC REASONS.....	69
Article 29	CHANGES IN THE BARGAINING UNIT FOR REASONS OF FINANCIAL EMERGENCY	72
Article 30	LAYOFF	74
Article 31A	SABBATICAL LEAVES FOR FACULTY MEMBERS	76
Article 31B	SABBATICAL LEAVES FOR INSTRUCTORS AND LIBRARIANS	79
Article 32A	COURT LEAVE.....	82
Article 32B	PUBLIC OFFICE LEAVE	82
Article 32C	SPECIAL LEAVE	83
Article 32D	INCOME PROTECTION - SHORT TERM SICK LEAVE.....	84
Article 32E	MATERNITY LEAVE	85
Article 32F	PARENTAL LEAVE	85
Article 32G	RETURN TO NORMAL DUTIES	86
Article 33	RETRAINING LEAVE	87
Article 34	VACATION AND HOLIDAYS.....	87
Article 35	FRINGE BENEFITS.....	88
Article 36A	SALARY STRUCTURE	89
Article 36B	SALARY SCALES, SALARY ADJUSTMENTS AND STIPENDS	93
Article 37	MOVING ALLOWANCE.....	95
Article 38	INTELLECTUAL PROPERTY	96
Article 39	TECHNOLOGICALLY MEDIATED INSTRUCTION	107
Article 40	TERMINATION OF EMPLOYMENT	109
Article 41	GRIEVANCE AND ARBITRATION	109
Article 42	DISCIPLINE	115
Article 43	PERFORMANCE REVIEW.....	115
Article 44	STRIKES - LOCKOUTS.....	115
Article 45	DIRECTOR OF THE ENGLISH LANGUAGE PROGRAM	116
Article 46	TRANSITION TO THE AGREEMENT	116

Article 47	DURATION	116
Article 48	SEXUAL HARASSMENT	117
Article 49	HEALTH AND SAFETY	118
Article 50	PROFESSIONAL DEVELOPMENT FOR EMPLOYEES	118
Article 51A	EMPLOYMENT EQUITY	119
Article 51B	POSITIVE ACTION TO IMPROVE THE STATUS OF WOMEN	120
Article 52	FRAUD AND MISCONDUCT IN RESEARCH	121
Article 53A	COMMUNICATIONS (Faculty Members)	122
Article 53B	COMMUNICATIONS (Instructors)	123
Article 53C	COMMUNICATIONS (Librarians)	123
Article 54	ACADEMIC MISSION	123
Article 55	WORKPLACE HARASSMENT	124
Article 56	PRIVACY AND SECURITY OF PERSONAL AND PROFESSIONAL COMMUNICATION AND INFORMATION	124
Article 57	ACCESSIBILITY AND ACCOMMODATION OF EMPLOYEES WITH DISABILITIES	125
APPENDIX A	Certification Order I. R. B. 1-2-78 (March 30, 1979)	126
APPENDIX B	COMPULSORY RETIREMENT FOR EMPLOYEES WITH LONG TERM DISABILITIES	128
	MEMORANDUM OF UNDERSTANDING (Collective Agreement Article 7) (Concerning Association Service)	130
	MEMORANDUM OF UNDERSTANDING (Accountability of Faculty Members)	131
	MEMORANDUM OF UNDERSTANDING (Accountability of Instructors)	134
	MEMORANDUM OF UNDERSTANDING (Accountability of Librarians)	137
	MEMORANDUM OF UNDERSTANDING (Stipends for Canada Research Chairs)	140
	MEMORANDUM OF UNDERSTANDING (UNB Degree Credit Programs Delivered With External Partners)	142
	MEMORANDUM OF UNDERSTANDING (UNB Degree Credit Programs Delivered With External Partners)	143
	MEMORANDUM OF UNDERSTANDING (Fringe Benefits Costs)	144
	MEMORANDUM OF UNDERSTANDING (Administrative Stipends)	145
	MEMORANDUM OF UNDERSTANDING (Impact of Technology)	146
	MEMORANDUM OF UNDERSTANDING (Impact of Technology)	147
	MEMORANDUM OF UNDERSTANDING (Mandatory Retirement)	148
	MEMORANDUM OF UNDERSTANDING (Renaissance College Assessment Committee) .	149
	MEMORANDUM OF UNDERSTANDING (Assessment of Teaching Competence - Article 25D.06(a))	150
	MEMORANDUM OF UNDERSTANDING (Clinical Nursing Instruction)	151
	MEMORANDUM OF UNDERSTANDING (External Assessment – Article 25D.09)	152
	MEMORANDUM OF UNDERSTANDING (Economic Adjustment – Article 36B.07)	153

Article 1 DEFINITIONS

1.01	For the purpose of this Collective Agreement, the following definitions have been agreed upon by the Parties to this Collective Agreement:	
	Academic Department	means a Department or School on either campus, exclusive of the School of Graduate Studies.
	Academic Year	designates the period of time from the first day of July in a calendar year to the last day of June in the next calendar year, inclusive.
	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 <i>Industrial Relations Act</i> .
	Chairperson	means the Head, Chair 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 and the Director of Libraries (Fredericton), 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.
	Instructor	is an Employee with the rank of Instructor, Senior Instructor or Senior Teaching Associate.
	Librarian	means a Professional Librarian with a graduate degree from an accredited school of library and information science and with the

classification of Librarian I, Librarian II, Librarian III, or Librarian IV.

Parties	means the parties to this Collective Agreement, namely the University of New Brunswick and the Association.
Regular Academic Year	designates the period of time from the first day of registration in the month of September to the date set for Encaenia in the next calendar year, inclusive.
Research Associate	is an Employee with the rank of Research Associate or Senior Research Associate.
The University of New Brunswick (UNB)	is the Corporation of the University of New Brunswick as incorporated under Chapter 63 of the <i>Acts 22 Victoria (1859)</i> , as amended, and continued by the <i>University of New Brunswick Act (1968)</i> , as amended, and any person(s) duly appointed to act on its behalf. The University of New Brunswick is the employer as defined under the <i>Industrial Relations Act</i> .

Article 2 PREAMBLE

- 2.01 The Parties acknowledge the objectives and purposes of the University to be the attainment of high standards of academic excellence, the advancement of learning and the pursuit and dissemination of knowledge. These objectives and purposes are to be achieved principally through teaching, scholarship, research and service to the University and the community at large.
- The Parties recognize that they each have a responsibility to encourage within the University an environment which is conducive to the achievement of these objectives.
- The Parties agree that the purpose of this Collective Agreement is to establish specific contractual provisions which promote and maintain harmonious relationships between the Parties in accord with these objectives, and to provide fair, just and equitable means for settling disputes which may arise from time to time.

Article 3 RECOGNITION

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

Article 4 MANAGEMENT RIGHTS

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

Article 5 COLLEGIAL RIGHTS

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

Article 6 RIGHTS OF THE ASSOCIATION

- 6.01 a) The University of New Brunswick shall provide the Association, without charge, with a suitably serviced and maintained, centrally located office on each campus, and with the use of the internal postal service of the University of New Brunswick.
- 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 new Employee, plus 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 (1/3) 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 days of the signing of this Collective Agreement or within twenty days of return of an Employee who is absent from the University or within twenty 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 entered

the bargaining unit within twenty 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 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 or Faculty and have been posted in the Academic Department or Faculty concerned, with a copy to the Association, and at least five (5) days after the posting have been allowed for Employees to request assignment of these duties. Such requests shall be considered by the University of New Brunswick on the basis of the qualifications and experience required, and the availability of the Employee to perform the duties at the scheduled times. A qualified Employee with appropriate experience shall be assigned such duties upon his/her request provided he/she is available to perform the duties at the scheduled times, and provided such duties will not, **as determined by the Dean pursuant to Articles 19A, 19B and 19C**, prevent fulfillment of the Employee's professional responsibilities as set out in Articles 16A, **16B and 16C**. Subject to Articles 19A, **19B and 19C**, the University may assign such requested duties as part of individual teaching load. The rate of payment and eligibility for stipends for such duties are as set out in Article 36B.01. Where such part-time appointments must be made urgently for sound academic reasons, exceptions to the advertising requirement may be authorized by the Dean, who shall inform the Association immediately, giving reasons.

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

- a) to teach a course usually taught by a faculty member **or instructor** who is on leave where that faculty member **or instructor** has not been replaced, or on a reduced teaching load;
- b) to teach a course requiring specialized skills, particular expertise and/or experience;
- c) to respond to specific short-term teaching needs such as, enrolment changes or experimental courses;
- d) to meet staffing needs resulting from unexpected resignations, unexpected early retirements, illness, unanticipated recruiting difficulties, or similar unforeseen circumstances;
- e) to teach a degree credit course for the **College of Extended Learning**;
- f) for such other reasons as may, from time to time, be agreed upon by the Parties.

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

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

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

Article 11 UNB-AUNBT RELATIONS

- 11.01 Pursuant to Article 3, the University of New Brunswick shall not bargain with or enter into any agreement with any Employee or any group of Employees concerning terms and conditions of employment or any matter in conflict with the terms of this Collective Agreement, except as expressly authorized in writing by the Association.
- 11.02 Within five (5) days of the signing of this Collective Agreement, the University of New Brunswick shall provide in writing to the Association a list of the names of its representatives authorized to transact business with the Association. The University of New Brunswick shall maintain the currency of its list and the Association shall recognize only those representatives of the University of New Brunswick whose names are on this list.
- 11.03 Within five (5) days of the signing of this Collective Agreement, the Association shall provide in writing to the University of New Brunswick, a list of the names of its representatives authorized to transact business with the University of New Brunswick. The Association shall maintain the currency of its list and the University of New Brunswick shall recognize only those representatives of the Association whose names are on this list.
- 11.04 The Association shall have the right at any time to call upon the assistance of representatives of the Canadian Association of University Teachers (C.A.U.T.) or the Federation of New Brunswick Faculty Associations (F.N.B.F.A.) or any other counsel it deems advisable. When negotiating with the University of New Brunswick, assisting in the presentation of a grievance, or otherwise conducting business with representatives of the University of New Brunswick, such Association representatives or counsel shall be properly accredited by the Association and the extent of their authority shall be clearly defined and communicated in advance and in writing to the University of New Brunswick. Such representatives or counsel shall have normal access to University of New Brunswick premises to consult with Employees.
- 11.05 A Joint Liaison Committee shall be established within ten (10) days of the signing of this Collective Agreement.
- 11.06 The Joint Liaison Committee shall be composed of four (4) representatives of the Association and four (4) representatives of the University of New Brunswick. The Committee shall be chaired jointly by one (1) of the representatives of the Association and one (1) of the representatives of the University of New Brunswick who shall together be responsible for preparing and distributing agenda and minutes of meetings.
- 11.07 The Joint Liaison Committee shall review matters of concern arising from the application of this Collective Agreement, including concerns related to collegial processes referred to in Article 5, but excluding any dispute which is at that time being resolved under the grievance and arbitration procedures set out in Article 41. This Committee shall attempt to foster better communication and more effective working relationships between the Parties and shall attempt to maintain a spirit of co-operation and respect between the Parties.
- 11.08 The Joint Liaison Committee shall meet when deemed necessary or useful by mutual agreement of the Parties, or within five (5) days of written notice being given by either Party.

- 11.09 The Joint Liaison Committee shall determine its own procedures subject to the provision that a quorum shall consist of at least three (3) representatives of each Party.
- 11.10 The Joint Liaison Committee shall not have the power to add to or to modify the terms of this Collective Agreement.

Article 12 CORRESPONDENCE

- 12.01 All correspondence between the Association and the University of New Brunswick arising out of this Collective Agreement or incidental thereto, unless otherwise specified in this Collective Agreement, shall pass between the President of the Association of University of New Brunswick Teachers or his/her designate and the President of the University of New Brunswick or his/her designate. Where written notice is specified in this Collective Agreement, receipted delivery service of the internal mail service will be deemed required and adequate means. The addresses of the Parties shall be as follows:
- a) The President
Sir Howard Douglas Hall
University of New Brunswick
 - b) The President
Association of University of New Brunswick Teachers
Room 115
I.U.C.
University of New Brunswick

Article 13 INFORMATION

- 13.01 The University of New Brunswick agrees to provide to the Association:
- a) the names, ranks, salaries and starting dates of all new Employees within thirty 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 days of termination;
 - c) the names, new ranks and, where applicable, the new salaries of Employees who have received promotions, and the effective dates of such promotions, not later than thirty days after the effective dates or within thirty days after their approval, as appropriate;
 - d) on July 30 of each year, or within thirty 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 Articles 22A.15, 22B.15 and 22C.15.

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

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

Article 15 **NON-DISCRIMINATION**

15.01 There shall be no discrimination, interference, restriction or coercion exercised or practiced regarding any matter including, but not limited to: salary, rank, 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 (except for new appointments as provided for through this Collective Agreement), sexual orientation, personal characteristics, marital status, family relationship, state of physical or mental

health (except where the state of health would clearly prevent the carrying out of required duties), place of residence (except where the place of residence would clearly prevent the carrying out of the required duties), membership or participation in the Association.

- 15.02 No Employee and no person acting on behalf of the University of New Brunswick or the Association shall take part in discussions, or vote, or in any way attempt to influence the outcome of any matter concerning salary, rank, appointment, promotion, tenure, termination of employment, layoff, sabbatical leave, other leaves, fringe benefits, or any other terms and conditions of employment of any person(s) in his/her immediate family.
- 15.03 Any alleged violation of the terms of this article will be subject to the grievance and arbitration procedures set out in this Collective Agreement.

Article 16A PROFESSIONAL RESPONSIBILITIES OF FACULTY MEMBERS

- 16A.01 Faculty members have certain rights, duties and responsibilities which derive from their positions as teachers and scholars and which reflect the rightful expectations of the University of New Brunswick, the faculty members and the students.
- 16A.02 The responsibilities of faculty members shall be an appropriate combination of:
- a) dissemination of knowledge through undergraduate and/or, graduate teaching; and
 - b) research, scholarly or other creative activities; and
 - c) academic service.
- The Dean may also assign reasonable duties which are not in conflict with this Collective Agreement. There shall be consultation with faculty members prior to the assignment of such duties. The pattern of these responsibilities may vary from individual to individual and from time to time subject to the Dean's assignment of workload set out in Article 19, taking into account that for the majority of faculty members, the principal duties will be in areas (a) and (b), and that for a faculty member holding a research rank, the principal duty will be in area (b). The University of New Brunswick shall make every reasonable attempt to facilitate the work of faculty members.
- 16A.03 Faculty members have the responsibility to deal fairly and ethically with students and other members of the academic community, to avoid discrimination, to foster a free exchange of ideas and to refuse to practice or permit censorship, to respect the principles of confidentiality in a manner consistent with their academic role, to acknowledge their indebtedness to students and/or colleagues in relation to their own research, to uphold and to protect the principles of academic freedom, and to seek the highest possible standards of scholarship.

Dissemination of Knowledge

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

Academic Service

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

Article 16B **PROFESSIONAL RESPONSIBILITIES OF INSTRUCTORS**

- 16B.01 Instructors have certain rights, duties and responsibilities which derive from their positions as teachers.
- 16B.02 The principal responsibility of instructors is to support the work of the Academic Department through laboratory, clinical, or other teaching assignments. In addition, instructors **have the right and responsibility to** be involved in academic service and **may be involved** in research and other related activities to the extent that such involvement does not prevent the instructors from fulfilling their principal responsibility. Such activities shall be discussed in advance with the Dean to ensure that these activities are not in conflict with the instructor's principal responsibility as a teacher. If any proposed research or related activities would involve the use of University resources, such activities require the prior approval of the Dean. The pattern of these responsibilities and other activities may vary from individual to individual and from time to time, subject to the Dean's assignment of workload as set out in Article 19. The Dean may also assign reasonable duties which are not in conflict with this Collective Agreement. There shall be consultation with instructors prior to the assignment of such duties. The University of New Brunswick shall make every reasonable attempt to facilitate the assigned work of instructors.
- 16B.03 Instructors have the responsibility to deal fairly and ethically with students and other members of the academic community, to avoid discrimination, to foster a free exchange of ideas and to refuse to practice or permit censorship, to respect the principles of confidentiality in a manner consistent with their academic role, to acknowledge their indebtedness to students and/or colleagues in relation to their own research (if any), to uphold and to protect the principles of academic freedom, and to seek the highest possible standards of scholarship.
- 16B.04 Teaching
- a) Instructors have an obligation to develop and maintain their scholarly competence and effectiveness as teachers within their area of expertise, to conscientiously prepare and organize their subject matter and to revise that subject matter on a regular basis as appropriate for that subject. They shall inform their students of the methods of instruction and evaluation in their courses, giving due regard to Senate regulations in these matters. Upon written request, they shall 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 on the assignment of teaching duties. Once such duties have been assigned by the Dean in accordance with Article 19B, it is the responsibility of instructors to teach the assigned courses to students registered in them, at a time and place designated or approved by appropriate University authorities and in a manner which reflects the description in the Calendar, or as approved at the appropriate level. Instructors shall be available regularly for individual consultation with their students beyond class or laboratory hours and shall inform their students, and upon written request, their Dean, of such arrangements.
- c) Instructors shall comply with formally approved and published procedures and deadlines concerning the reporting and reviewing of the grades of their students, and such other formally approved and published

procedures and deadlines as may be reasonable and necessary for the well ordered operation of the teaching programs of the University.

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

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

- d) Instructors have the responsibility to schedule and organize their instruction within relevant academic regulations, and the right and responsibility to maintain an orderly and productive academic environment.
- e) Instructors may cancel or terminate scheduled instruction only for good cause and they shall so notify the Dean. If possible, they shall give their students and the Dean advance notice of such cancellation and they shall make every reasonable effort to re-schedule instruction. Students and the Dean shall be informed of such re-scheduled instruction.
- f) Supervision of undergraduate students' research and practical work and of their theses preparation, as well as participation in the evaluation of their theses, are integral aspects of teaching responsibilities.
- g) With the approval of the School of Graduate Studies, upon recommendation of the Dean of the Faculty concerned, instructors shall be eligible to teach and co-supervise graduate students, subject to the assignment of their teaching load under Article 19B.05.

Research, Scholarly or Creative Activity

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

Academic Service

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

Article 16C PROFESSIONAL RESPONSIBILITIES OF LIBRARIANS

- 16C.01 Librarians have certain rights, duties and responsibilities which derive from their positions as librarians in a University Library.
- 16C.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 Director of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate. 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 Director of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, to ensure that this service is not in conflict with the librarian's principal responsibility.

The Director of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, may also assign reasonable duties which are not in conflict with this Collective Agreement. There shall be consultation with librarians 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 Director of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, assignment of workload as set out in Article 19. The University of New Brunswick shall make every reasonable attempt to facilitate the assigned work of librarians.

- 16C.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 Director of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate.
 - 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.
- 16C.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 practice or permit censorship, to respect the principles of confidentiality in a manner consistent with their role, to seek the highest possible standards of professional knowledge and performance, to acknowledge their indebtedness to students and/or colleagues in relation to their own research (if any), to uphold and to protect the principles of academic freedom, and to strive to ensure the fullest possible access to library materials.
- 16C.05
- Whenever possible, there shall be prior consultation with librarians on the assignment of professional duties. Once such duties have been assigned by the Director of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate in accordance with Article 19, it is the responsibility of librarians to conscientiously perform the assigned duties. These may include working with colleagues, supervising the support staff and providing professional services to Library users (e.g., public service, collections development, bibliographical control and technical Library operations).

- 16C.06 Consistent with their principal duties, librarians 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 (1) full course, or its equivalent, per year.
- 17A.05 Except when explicitly stated in this Article to be otherwise, the procedures to be used for appointments of Research Associates shall be the same as those stated in Article 22A. It is also agreed that prior advertising of positions is not required in the case of Research Associates where less than 25 percent of the salary is paid from University of New Brunswick funds.
- 17A.06 Appointments of Research Associates shall be of three (3) types: probationary, 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 (1) academic year, but may be for any greater duration.
- Where less than 25 percent of the salary to be paid to a Research Associate is provided from University of New Brunswick funds and the remainder is paid from research grants, research contracts or donations, or is provided to the University via a research grant to a faculty member, the letter of appointment shall state that, should such external funding cease or be substantially reduced, the appointment may be terminated. Such termination shall not constitute layoff.
- 17A.07 Except as stated in this Article to be otherwise, the assessment of Research Associates for promotion, probationary review, 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 17A.07 except that the faculty member shall be given the opportunity to provide an assessment at Level 1.

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

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

17A.10 Research Associates shall not normally be eligible for sabbatical leave unless they hold a 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, EXTERNALLY FUNDED FACULTY POSITIONS, CANADA RESEARCH CHAIRS

17B.01 An NSERC University Research Fellow shall be appointed with "research" designation. It is agreed that prior advertising of positions is not required in the case of NSERC University Research Fellows. Subject to the agreement of the NSERC University Research Fellow, he/she may be assigned teaching duties in accordance with the NSERC policies relating to NSERC University Research Fellowships. The University of New Brunswick shall normally make a term appointment in the case of NSERC University Research Fellows but may, at its option, make a probationary or 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.

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

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

Article 18A DUTIES OF CHAIRPERSONS

- 18A.01 The duties of Chairpersons shall be those set out for a **Head of a Department** in the *University of New Brunswick Act*, and in this Collective Agreement, and shall include:
- a) advising the Dean in matters pertaining to their Academic Departments;
 - b) providing leadership which will encourage the orderly, effective and efficient operation of their Academic Departments;
 - c) representing their Academic Departments on Faculty, University, or external committees.
- 18A.02 Without limiting the foregoing, 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 **the College of Extended Learning** in implementing those credit courses approved by Senate involving the Academic Department;
 - h) reviewing and ranking scholarship applications for students in their Academic Departments, as required;
 - i) reviewing and ranking research proposals from Employees in their Academic Departments, as required;
 - j) such other matters as are specified in this Collective Agreement;
 - k) such duties related to their Academic Departments as may be requested by the Dean and which are consistent with this Collective Agreement.

Article 18B DUTIES OF LIBRARY DEPARTMENT HEADS

- 18B.01 The duties of Library Department Heads shall be assigned by the Director of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, in accordance with the provisions of Articles 16C and 19C, and shall include:
- a) advising the Director of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate in matters pertaining to their Department;
 - b) providing leadership which will encourage the orderly, effective and efficient operation of their Department;
 - c) representing their Department on Library, Faculty, University, or external committees.
- 18B.02 Without limiting the foregoing, they shall be responsible to the Director of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, for the following matters:
- a) advice with respect to program and budget for their Departments;
 - b) the operation of their Departments within approved budgets;
 - c) supervising and assessing the performance of the support staff of their Departments;
 - d) initiating the recruitment of department support staff in accordance with University policy;
 - e) such other matters as are specified in this Collective Agreement;
 - f) such other duties related to their departments as may be requested by the Director of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, and which are consistent with this Collective Agreement.

Article 19A WORKLOAD OF FACULTY MEMBERS

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

- 19A.02 The composition of the workload of a faculty member in terms of the various areas set out in Article 16A may fluctuate within reasonable limits from year to year, and during any year, in response to the requirements and priorities of the Academic Department (or Faculty when no Academic Departments exist), except in the case of faculty members holding research rank, in which case the workload shall consist principally of research.
- 19A.03 Upon written request by the Dean, faculty members shall submit a summary of the nature, scope and specific achievements of their research, scholarly and creative activities carried out in the preceding academic year.
- 19A.04 The Dean shall determine for the Faculty as a whole and, where they exist, for each Academic Department, following consultation with the Chairpersons, the normal teaching load to be assigned to the majority of faculty members in each Academic unit. Such normal teaching load shall be appropriate and reasonable for the discipline(s) concerned.
- 19A.05 The Dean shall assign the individual teaching load of each faculty member, which shall be reasonable taking into account any information available to him/her with respect to such factors as:
- a) what is appropriate and reasonable for the discipline concerned;
 - b) the requirements and priorities of the Faculty/Department concerned;
 - c) the faculty member's abilities and areas of expertise in his/her discipline;
 - d) the number of separate courses taught, the level (e.g., introductory, upper year, graduate) of each course, and the type (e.g., lecture, lecture-tutorial, seminar, distance education, teleconferencing) of each course, including responsibility for tutorials, laboratories, clinical and field supervision, practice schools, and field schools;
 - e) student enrolment;
 - f) scheduled contact hours;
 - g) the amount and type of preparation, grading, and course administration;
 - h) assistance with teaching available to the faculty member from graduate students, support staff or colleagues;
 - i) the faculty member's engagement in research, scholarly or other creative activity;
 - j) the faculty member's engagement in academic service;
 - k) the faculty member's supervision of graduate and undergraduate student research;
 - l) any other relevant factors.
- 19A.06 Following consultation with the Chairperson and with due regard for the provisions of Article 19A.05 and for the normal teaching load of faculty members in the Academic Department (or Faculty where no Academic Departments exist)

concerned, the Dean shall assign the individual teaching load to faculty members not later than June 1. This date may be extended by the Dean for good cause.

- 19A.07 If a faculty member wishes to undertake an individual teaching load which would deviate from the normal teaching load, it is his/her responsibility to so request of the Dean and to apprise the Dean, in writing, prior to May 1 of any relevant information to be considered by the Dean. Such requests shall not be unreasonable and shall not be unreasonably denied by the Dean.
- 19A.08 Notwithstanding Articles 19A.06 and 19A.07, an Employee may request a change in the assignment of teaching load in accordance with Article 10.01(d).
- 19A.09 Unless otherwise consented to by a faculty member in writing, fluctuations in the individual teaching load shall, over a reasonable period of time, result in an average teaching load for the faculty member which is similar to the normal teaching load for that Academic Department (or Faculty where no Academic Departments exist).
- 19A.10 The individual teaching load of faculty members shall normally be scheduled for the Fall and Winter terms of the Regular Session. With their consent, faculty members may be assigned to teach in 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.11 Faculty members holding research rank shall not be required to undertake an individual teaching load exceeding one (1) full course per year or its equivalent.
- 19A.12 Faculty members who are Chairpersons of Academic Departments shall receive a reduction of one-third (1/3) in their individual teaching load during their term of office.

Article 19B WORKLOAD OF INSTRUCTORS

- 19B.01 The workload of instructors involves primarily teaching responsibilities as set out in Article 16B. Unless specifically provided otherwise in the letter of appointment, instructors are employed by the University of New Brunswick for a total of twelve months in each year and, except for scheduled vacation and holidays as specified in Article 34, shall meet their responsibilities throughout this period.
- The composition of the workload of an instructor in terms of the components set out in 16B.02 may fluctuate within reasonable limits from year to year, and during any year, in response to the requirements and priorities of the Academic Department (or Faculty where no Academic Departments exist).
- 19B.02 The Dean shall determine for the Faculty as a whole and, where they exist, for each Academic Department, following consultation with the Chairpersons, the normal teaching load to be assigned to the majority of instructors in each Academic unit. Such normal teaching load shall be appropriate and reasonable for the discipline(s) concerned.
- 19B.03 Unless otherwise consented to by an instructor in writing, fluctuations in the individual teaching load shall, over a reasonable period of time, result in an average teaching load for the instructor which is similar to the normal teaching load for instructors in that Academic Department (or Faculty, where no Academic Departments exist).

- 19B.04 Following consultation with the Chairperson and with due regard for the provisions of 19B.05 and for the normal teaching load of instructors in the Academic Department (or Faculty, where no Academic Departments exist) concerned, the Dean shall assign the individual teaching load to instructors not later than June 1. This date may be extended by the Dean for good cause.
- 19B.05 The Dean shall assign the individual teaching load of each instructor which shall be reasonable taking into account any information available to him/her with respect to such factors as:
- a) what is appropriate and reasonable for the discipline concerned;
 - b) the requirements and priorities of the Faculty/Department concerned;
 - c) the abilities, discipline and specific area of expertise of the instructor;
 - d) student enrolment;
 - e) scheduled contact hours;
 - f) the amount and type of preparation, grading, and course administration;
 - g) assistance with teaching available from graduate students, support staff or colleagues;
 - h) engagement in research, scholarly or other creative activity in accordance with Article 16B;
 - i) engagement in academic service in accordance with Article 16B;
 - j) co-supervision of graduate and undergraduate student research in accordance with Article 16B;
 - k) any other relevant factors.
- If an instructor wishes to undertake an individual teaching load which would deviate from the normal teaching load, it is his/her responsibility to so request of the Dean and to apprise the Dean, in writing, prior to May 1 of any relevant information to be considered by the Dean. Such requests shall not be unreasonable and shall not be unreasonably denied by the Dean.
- 19B.06 The individual teaching load of instructors shall normally be scheduled for the Fall and Winter terms of the Regular Session. With their consent, instructors may be assigned to teach in 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.
- 19B.07 Notwithstanding Articles 19B.04 and 19B.06, an Employee may request a change in the assignment of teaching load in accordance with Article 10.01(d).

Article 19C **WORKLOAD OF LIBRARIANS**

- 19C.01 The workload of librarians involves, in varying proportions, those elements set out in Article 16C. 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.

- 19C.02 The composition of the workload of a librarian in terms of the components set out in Article 16C, may fluctuate within reasonable limits from year to year, and during any year, in response to the requirements and priorities of the Library. Classroom instruction and the requirement to provide services to external agencies and institutions by the Library shall be considered in determining the workload.
- 19C.03 The normal average workload for a librarian is thirty-six and one-quarter (36¼) hours per week and seven and one-quarter (7¼) hours per day. The Director of Libraries (Fredericton), Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, shall determine, following consultation with the Department Head concerned and with due regard for the provisions of Article 19C.06, the individual workload for each librarian. Such individual workload shall be appropriate and reasonable for the work of the Library Department concerned. The Director of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, the Dean of Law or the Department Head shall consult the librarian concerned with respect to the individual workload to be assigned.
- 19C.04 Unless otherwise consented to in writing by the librarian, fluctuations in the individual workload 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 19C.03.
- 19C.05 For hours worked in excess of the normal workload, equivalent time off shall be scheduled by the Director of Libraries (Fredericton), Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, in consultation with the librarian concerned, within twenty working days.
- 19C.06 The Director of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, shall assign the individual workload of each librarian, which shall be reasonable, taking into account any information available to him/her with respect to such factors as:
- a) the requirements and priorities of the Library Department or Faculty Library;
 - b) the abilities, formal qualifications and specific area of expertise of the librarian;
 - c) the librarian's engagement in committee service in the Library and elsewhere in the University;
 - d) the librarian's involvement in professional development, and training in response to technological change;
 - e) the librarian's involvement in research which is consistent with Article 16C;
 - f) the nature and scope of the work schedule to be assigned to the librarian;
 - g) any other relevant factors.

It is the responsibility of the librarian to apprise the Director of Libraries (Fredericton), Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, in writing with reasonable advance notice, of any relevant information to be considered by the Director of Libraries (Fredericton), Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, in assigning the individual workload.

- 19C.07 Upon written request by the Director of Libraries (Fredericton), Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, 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 16C.03 in the preceding academic year.

Article 19D COMPARABILITY OF WORKLOAD

- 19D.01 The Parties are committed to achieving workloads (as defined in Articles 19A, 19B and 19C) for faculty members, instructors and librarians at the University of New Brunswick that are comparable to workloads for faculty members, instructors and librarians in similar academic units at universities in the group used in **Article 36B.07**.
- 19D.02 Both Parties recognize that achieving comparable workloads for faculty members and instructors, specifically the normal teaching load as determined by the Dean pursuant to Articles 19A.04 and 19B.02, may affect a number of factors including but not limited to: staffing, curriculum, and course or program enrolment. Decisions on these factors will respect collegial governance procedures.

Article 20A WORKLOAD REDUCTION FOR FULL-TIME EMPLOYEES

- 20A.01 General Provisions
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).
- 20A.02 For the purposes of any assessments of performance, such as promotion, an Employee on a reduced-load appointment shall be assessed solely on the basis of his/her actual workload (in the same manner as if he/she were on a full-load appointment). In accordance with Articles 23 and 24, an Employee may request advancement or deferral of the typical or such dates for assessment as are specified in the Employee's offer of appointment.
- 20A.03 For the purposes of sabbatical leave, **an Employee** with a reduced-load appointment shall have the right to a sabbatical salary calculated in accordance with the provisions of Articles 31A **and 31B**, and on the basis of the actual reduced salary, with the years of service calculated as if the **Employee** was on a full-load appointment.

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

20A.05 Temporary Workload Reduction for Full-time Employees
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/her decision, together with reasons, with a copy to the Association. Requests for a temporary workload reduction shall not be unreasonably denied.

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

- a) the proposed temporary reduction does not exceed one-half (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 individual making the application is a tenured, continuing or probationary Employee with at least three (3) years of service;
- e) the Employee agrees to resume his/her normal workload for at least one (1) year upon completion of the temporarily reduced workload period.

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

- a) the Health Insurance, Dental Insurance, Group Life and Family Protection, and Long-Term Disability Insurance policies shall continue at normal premium sharing, with the Employee's portion paid by the normal payroll deduction;
- b) the employee shall have the option of either:
 - (i) maintaining regular monthly pension contributions by payroll deduction during the period of temporarily reduced workload, or
 - (ii) allowing monthly contributions to lapse during the period of temporarily reduced workload, and then purchasing pension entitlement for that period by increased payroll deductions upon return to full-time full salary employment.

- 20A.08 The following provisions shall apply:
- a) An employee with a temporarily reduced workload shall continue as a member of the bargaining unit.
 - b) An employee with a temporarily reduced workload shall receive such additions to his/her nominal salary as shall be implemented as a result of collective bargaining from time to time during the period of temporarily reduced workload.
 - c) The distribution of the temporarily reduced workload among the normal components of full workload, as set out in Article 16, shall be a matter of agreement between the Dean and the Employee.
 - d) Three (3) months prior to the commencement of the temporarily reduced workload period, the President shall inform the Employee in writing of all agreed terms and conditions on which the granting of a temporarily reduced workload is based, including a reference to the specific section(s) of this Collective Agreement which govern(s) temporarily reduced workload, and specifying a reasonable deadline for acceptance or rejection of these terms and conditions. A copy of this letter shall be sent to the Association.
 - e) The Employee shall not be deemed to have accepted the terms of such temporarily reduced workload until he/she has so notified the President in writing. Failure to respond within the deadline specified in Article 20A.08(d) above shall be deemed to constitute non-acceptance.

Continuing Workload Reduction for Full-time Employees

- 20A.09 A continuing reduced-load appointment is defined as one in which an Employee, at his/her request and with the approval of the University of New Brunswick, carries, for an indefinite period of time, a workload reduced by a mutually agreed factor. In the remainder of this Article, each and every reference to a "reduced-load appointment" shall be understood to mean "a reduced-load appointment for an indefinite period of time".
- 20A.10 A tenured, continuing, or probationary Employee may, on a wholly voluntary basis, apply to his/her Dean for a reduced-load appointment.
- 20A.11 An application for a reduced-load appointment shall be in writing, with a copy to the Association. An agreement for a reduced-load appointment between the University of New Brunswick and an Employee will require the written approval of the Association.
- 20A.12 The salary of a reduced-load 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.13 Employees on a reduced-load status under this Article shall continue their participation in the University of New Brunswick's benefits plans, on the normal basis, including premium sharing, where applicable, as set out in Article 35, and to the extent possible under the contractual requirements of those plans.
- 20A.14 a) Any Employee granted a reduced-load appointment shall have the right to resume full-load status on the following conditions:
- (i) full-load status is resumed within 60 months following the commencement of the reduced load appointment; and
 - (ii) notice of the intention to resume full-load status is given twelve months prior to the date of the requested resumption of the full-load appointment.
- b) Notwithstanding the provisions of Article 20A.14(a), an Employee who agrees to assume a reduced 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 The University of New Brunswick may, at any time within the 60 months following the commencement of the reduced-load appointment, at its sole discretion, convert a reduced-load appointment to full-load status, with 12 months' notice.
- 20A.16 a) The letter of offer of the reduced-load status from the President of the University of New Brunswick shall specify the nominal salary, the reduction in the workload and the actual salary, the date of commencement of the appointment, and all other terms and conditions attached to the appointment, as set out for full-load appointments in Article 22. A copy of this letter shall be sent to the Association.
- b) Upon receipt of the letter under Article 20A.16(a) from the President, the Employee concerned shall have 15 days in which to indicate in writing to the President his/her acceptance or rejection of the offer of the reduced-load appointment.
- c) No reduced-load appointment shall take effect until and unless the 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.

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. Any faculty member engaging in a substantial amount of paid or unpaid outside professional activities shall discuss these activities 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 AND LIBRARIANS

- 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. Employees planning substantial paid or unpaid outside professional activities shall discuss these activities, in advance, with the Dean of Faculty, Director of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, 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 of Faculty, Director of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, or other appropriate University of New Brunswick authority. If approval is granted, the charges for such equipment, supplies, facilities, employees or services shall be at the prevailing rates, unless the appropriate University of New Brunswick authority agrees, in writing, to waive all or part of the charges.

- 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 a) All appointments shall be to one (1) of the following ranks: Lecturer, Assistant Professor, Associate Professor or Professor. Appointments to the rank of Assistant Professor or above may be designated as "Visiting" or "Research" as set out in this Collective Agreement. Appointments of faculty members to the honorary rank of University Professor may be made by the University of New Brunswick upon recommendation of Senate, using the criteria adopted by Senate and the Board of Governors.
- b) An appointment may be designated as "Research" when the principal responsibility of the faculty member is to conduct research.
- 22A.02 Appointments of faculty members shall be made **in accordance with Article 22A.12** only after the positions have been advertised by the University of New Brunswick on both campuses and in appropriate publications, **in either print or electronic versions**, which shall include at least *University Affairs*, the *CAUT Bulletin* and one (1) Canadian professional publication, if such exists, suggested by the Academic Department. 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 (3) types: probationary, tenured, and term. All new appointments to the rank of Lecturer shall be term appointments.
- 22A.04 For all new appointments the rank, type of appointment, salary, credit for previous experience, the length of the employment in the case of term appointments, and any special applicable conditions and responsibilities shall be determined by the University of New Brunswick in accordance with this Collective Agreement. For appointments to positions in the bargaining unit, the University of New Brunswick shall take into account any recommendations of the appropriate Assessment Committees concerning these matters for any proposed appointees.
- 22A.05 Term Appointments
Term appointments of faculty members may be made by the University of New Brunswick only for one (1) of the following purposes:
- a) to appoint an established scholar who has a continuing appointment elsewhere or who has retired from such an appointment. Such an individual shall be designated as "Visiting";

- b) to appoint a suitably qualified person to replace a faculty member who is on leave;
- c) to cater to specific teaching, research, scholarly or creative needs of limited duration which, for sound academic and/or budgetary reasons, should not result in a tenured or probationary appointment;
- d) in the event it has not been possible to locate persons with qualifications normally considered suitable for a probationary appointment, to appoint persons having lesser qualifications to the rank of Lecturer;
- e) to appoint persons who have retired from the University;
- f) to make appointments for such other reasons as may, from time to time, be agreed upon by the Parties.

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

- 22A.06 Full-time term appointments to positions in the bargaining unit shall be made for periods not less than one (1) academic term and not exceeding two (2) academic years. The total duration of term appointments of an individual shall not exceed the greater of the equivalent of four (4) consecutive regular academic years or four (4) academic years (the equivalent of four (4) regular academic years may be spread over eight (8) years at the rate of one (1) term per regular academic year). With the written agreement of both Parties, term appointments may exceed four (4) regular academic years or four (4) academic years (or the equivalent as specified above).
- 22A.07 In the event that a faculty member holding a term appointment is given a probationary appointment, the probationary period shall be reduced on a year-for-year basis for any time served in the rank of Assistant Professor or above on a term appointment. Credit, if any, for previous service on term appointments in other capacities may be granted by the University of New Brunswick upon recommendations resulting from the assessment procedures set out in Article 25.
- Probationary Appointments
- 22A.08 The duration of a probationary appointment shall normally be six (6) years, unless a shorter period was stipulated in the letter of appointment.
- Joint Appointments
- 22A.09 When sound academic reasons exist for doing so, a faculty member may be appointed jointly to two (2) or more Academic Departments or Faculties. Such appointments shall be at the same rank, of the same type and with the same salary rate, in the Academic Departments or Faculties concerned. When sound academic reasons exist for doing so, a faculty member may be appointed jointly to an Academic Department and to a non-academic unit within the University. The faculty member shall have his/her rank, type of appointment, academic component of salary, credit for previous experience, promotion eligibility and other academic conditions determined on the same basis as for other faculty members. If such faculty members commence working entirely in one (1) Academic Department, their salary shall be in accordance with this Collective Agreement.

Appointment Procedures for Positions Within the Bargaining Unit

- 22A.10
- a) The Dean in **departmentalized faculties** shall initiate the recruitment process by authorizing the 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.
 - b) **The Dean in non-departmentalized faculties shall initiate the recruitment process seeking candidates for approved positions or for positions which are expected to become vacant. The Dean shall consider the minimum academic qualifications and experience required for the rank and type of appointment which may be recommended and of the period of validity for approved vacancies.**
- 22A.11
- Candidates for appointment shall be evaluated by the Assessment Committees as set out in Article 25. **All full-time Employees who are not candidates for the appointment may provide input to the Assessment Committee.**
- 22A.12
- The letter of offer of appointment from the President of the University, or designate, to a prospective appointee shall specify the campus, Academic Department and/or Faculty, rank, type of appointment, probationary period (if applicable), the timing of the probationary review (if applicable), term of appointment (if applicable), salary, credit for previous experience, resettlement allowance, and any special applicable conditions and responsibilities which are not in conflict with this Collective Agreement. The letter shall note that the appointment is subject to approval by the Board of Governors and that the appointment will be recommended to the Board of Governors at its next meeting. The letter of offer of appointment shall 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.13
- The best qualified Canadian applicant who meets the advertised requirements shall be offered the appointment unless no qualified Canadian who meets the advertised qualifications is available, in which case the appointment may be offered to a non-Canadian provided that such appointment is justified on the basis of superior academic or professional qualifications or expertise. The requirements shall not deliberately place Canadian applicants at a disadvantage. For the purpose of this Article, Canadian shall mean any person who is a Canadian citizen, a permanent resident or a resident holding a ministerial permit.
- 22A.14
- In evaluating a candidate for appointment at a proposed rank, the criteria shall be the nature of the academic duties to be performed, the quality and character of the degrees held, and the record of, and/or potential for, performance of the candidate in dissemination of knowledge, in research, scholarly or creative work, in professional activity and in university or public service. The evaluation shall be objectively made on sound academic grounds in relation to the appropriate standard of the University for the appointment at the proposed rank:
- a) for appointment at the rank of Assistant Professor, the potential for achieving tenure in accordance with the criteria of Article 25D;

- b) for appointment to other ranks, the criteria for that rank set out in Article 25D.
- 22A.15 In some cases, the provisions of Article 14.02 shall be subject to the requirements of certain externally-funded research or teaching projects. Such requirements shall be set out in writing to the Employees concerned, with a copy to the Association at the same time. Employees wishing to be employed in connection with such projects shall accept these requirements as conditions of employment. All faculty members and librarians shall be entitled to contractually agree to participate in such projects.
- 22A.16 Taking into account the recommendations under Article 25B.01, the President may recommend to the Board of Governors that an initial appointment be made at a particular rank when the proposed appointee:
- a) holds that rank at another recognized university, or
- b) has shown evidence of performance which meets the criteria for promotion to that rank set out in Article 25D.
- 22A.17 Taking into account the recommendations under Article 25B.01, the President may recommend to the Board of Governors that tenure be granted on initial appointment when the proposed appointee:
- a) holds a tenured appointment at another recognized university, or
- b) has shown evidence of performance which meets the criteria for tenure set out in Article 25D.
- 22A.18 Taking into account the recommendations under Article 25B.01, the President may recommend to the Board of Governors that credit for service towards promotion be granted on initial appointment when the proposed appointee has shown evidence of performance which meets the requirements for that rank at this University.
- 22A.19 When a probationary appointment commences during the first six (6) months of an academic year, the period of probation shall be considered to have commenced on the first day of that academic year. When a probationary appointment commences during the last six (6) months of an academic year, the period of probation shall be considered to have commenced on the first day of the next academic year.

Article 22B APPOINTMENTS OF INSTRUCTORS

- 22B.01 All appointments shall be to one (1) of the following ranks: Instructor, Senior Instructor or Senior Teaching Associate.
- 22B.02 Appointments of instructors shall be made **in accordance with Article 22B.10** only after the positions have been advertised by the University of New Brunswick on both campuses and in appropriate publications, **in either print or electronic versions**, which shall include at least *University Affairs*, the *CAUT Bulletin* and one (1) Canadian professional publication, if such exists, suggested by the Academic Department. 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, advertising of the position shall not be required.

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

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

Term Appointments

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

- a) **to appoint an established scholar who has a tenured appointment elsewhere or who has retired from such an appointment. Such an individual shall be designated as "Visiting";**
- b) **to appoint a suitable qualified person to replace an instructor who is on leave;**
- c) **to cater to specific teaching needs of limited duration which, for sound academic and/or budgetary reasons should not result in a tenured appointment;**
- d) **to appoint persons who have retired from the University;**
- e) **to make appointments for such reasons as may, from time to time, be agreed upon by the Parties.**

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

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

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

Probationary Appointments

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

Joint Appointments

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

Appointment Procedures for Positions Within the Bargaining Unit

22B.10 a) The Dean **in departmentalized faculties** shall initiate the recruitment process by authorizing the 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.

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

22B.11 Candidates for appointment shall be evaluated by the Assessment Committees as set out in Article 25. **All full-time Employees who are not candidates for the appointment may provide input to the Assessment Committee.**

22B.12 The letter of offer of an instructor appointment from the President of the University or designate, to a prospective appointee shall specify the campus, academic unit, rank, term of appointment (if appropriate), whether the appointment is renewable or not, salary, credit for previous experience, moving allowance, and any special applicable conditions and responsibilities which are not in conflict with this Collective Agreement. The letter shall note that the appointment is subject to approval by the Board of Governors and that the appointment will be recommended to the Board of Governors at its next meeting. The letter of offer of appointment shall 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.13 The best qualified Canadian applicant who meets the advertised requirements shall be offered the appointment unless no qualified Canadian who meets the advertised qualifications is available, in which case the appointment may be offered to a non-Canadian provided that such appointment is justified on the basis of superior academic or professional qualifications or expertise. The

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

- 22B.14 In evaluating a candidate for a proposed **rank**, the criteria shall be the nature of the academic duties to be performed, the quality and character of the degrees held and the record of, and/or potential for, performance of the candidate in teaching. When appropriate, the record of performance of the candidate in research, scholarly or creative work, in professional activity and in university or public service, may also be considered. The evaluations shall be objectively made on sound academic grounds in relation to the appropriate standard of the University for the Instructor, Senior Instructor and Senior Teaching Associate ranks.
- 22B.15 In some cases, the provisions of Article 14.02 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.
- 22B.16 Taking into account the recommendations under Article 25B.01, the President may recommend to the Board of Governors that an initial appointment be made at Senior Instructor or Senior Teaching Associate rank when the proposed appointee:
- a) holds that rank or its equivalent at another recognized university, or
 - b) has a record of performance consistent with the criteria for appointment to the rank of Senior Instructor or Senior Teaching Associate at this University as set out in Article 25E.
- 22B.17 Taking into account the recommendations under Article 25C, the President may recommend to the Board of Governors that a tenured appointment be granted on initial appointment when the proposed appointee:
- a) holds a tenured appointment at another recognized university, or
 - b) has shown evidence of performance which meets the criteria for tenure set out in Article 25E.
- 22B.18 Taking into account the recommendations under Article 25B.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.19 When a probationary appointment commences during the first six (6) months of an academic year, the period of probation shall be considered to have commenced on the first day of that academic year. When a probationary appointment commences during the last six (6) months of an academic year, the period of probation shall be considered to have commenced on the first day of the next academic year.**

Article 22C APPOINTMENTS OF LIBRARIANS

- 22C.01 Appointments of librarians shall be to one (1) of the following classifications: Librarian I, Librarian II, Librarian III, or Librarian IV.
- 22C.02 Appointments of librarians to positions in the bargaining unit shall be made **in accordance with this article** only after the positions have been advertised by the University of New Brunswick on both campuses and in appropriate publications, **in either print or electronic versions**, including at least *Feliciter*. The University of New Brunswick may also advertise in other professional publications taking into account any recommendations by the Library Department Head concerned. Where appointments must be made urgently for sound reasons, exceptions to this practice may be authorized by the appropriate Vice-President, who shall inform the Association immediately giving these reasons. Such exceptions shall be limited to term appointments.
- 22C.03 Appointments of librarians may be made by the University of New Brunswick at any time, and shall be of the following types: term, probationary or **tenured**.
- 22C.04 The University of New Brunswick shall determine for all librarian appointments, the classification, type of appointment, credit (if any) for previous experience, the salary, the length of employment (in the case of term appointments) and any special applicable conditions and responsibilities which are not in conflict with this Collective Agreement. For appointments to positions in the bargaining unit, the University of New Brunswick shall take into account any recommendations of the Library Assessment Committee concerning these matters.
- 22C.05 Term appointments of librarians may be made by the University of New Brunswick only for one (1) of the following purposes:
- a) to appoint a suitably qualified person to replace a librarian who is on leave;
 - b) to cater to specific needs of limited duration which, for sound reasons, should not result in a probationary or **tenured** appointment;
 - c) to make appointments for such other reasons as may, from time to time, be agreed upon by the Parties.
- When the University of New Brunswick makes a term appointment it shall inform the Association under Article 13.01(a) and shall state the reason as provided under the appropriate subsection of Article 22C.05.**
- 22C.06 Full-time term appointments to positions in the bargaining unit shall be made for periods not exceeding two (2) years. With the written agreement of both Parties, the total duration of term appointments may exceed four (4) years.
- 22C.07 In the event that a librarian holding a term appointment is given a probationary appointment, the probationary period shall be reduced on a year-for-year basis **(to a maximum of two (2) years)** for any time served in a librarian rank on a term appointment. Credit, if any, for other relevant experience may be granted by the University of New Brunswick taking into account any recommendations under Article 25.

Probationary Appointments

- 22C.08 The duration of a probationary appointment **for persons appointed after the signing of this Collective Agreement** shall be **four (4)** years, unless a shorter period was stipulated in the letter of appointment.
- 22C.09 When sound reasons exist for doing so, a librarian's appointment may include responsibilities in two (2) or more Libraries or Library Departments on the same campus. Such appointments shall be of the same type and with the same salary rate in the units concerned.
- 22C.10 **Appointment Procedures for Positions Within the Bargaining Unit**
The Director of Libraries (Fredericton) or Chief Librarian (Ward Chipman Library) shall initiate the recruitment process by authorizing the Department or Branch Heads to seek candidates for approved positions or for positions which are expected to become vacant. The Director of Libraries (Fredericton) or Chief Librarian (Ward Chipman Library) shall inform the Department or Branch Head of the minimum academic qualifications and experience required for the classification and type of appointment which may be recommended and of the period of validity for approved vacancies.
- 22C.11 Candidates for appointment shall be evaluated by the Library Assessment Committee as set out in Article 25A.04. **All full-time Employees who are not candidates for the appointment may provide input to the Assessment Committee.**
- 22C.12 The letter of offer of appointment to a prospective appointee shall specify the campus, Library or Library Department, classification, type of appointment, probationary period (if applicable), term of appointment (if applicable), salary, credit for previous experience, resettlement allowance, and any special applicable conditions and responsibilities which are not in conflict with this Collective Agreement. The letter shall note that the appointment is subject to approval by the Board of Governors and that the appointment will be recommended to the Board of Governors at its next meeting. The letter of offer of appointment shall 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.13 The best qualified Canadian applicant who meets the advertised requirements shall be offered the appointment unless no qualified Canadian who meets the advertised qualifications is available, in which case the appointment may be offered to a non-Canadian provided that such appointment is justified on the basis of superior academic or professional qualifications or expertise. The requirements shall not deliberately place Canadian applicants at a disadvantage. For the purpose of this Article, Canadian shall mean any person who is a Canadian citizen, a permanent resident or a resident holding a ministerial permit.
- 22C.14 In evaluating a candidate for a proposed **classification**, the criteria shall be the nature of the library duties to be performed, the quality and character of the degrees held and the record of, and/or potential for, performance of the candidate. The evaluation shall be objectively made on sound professional grounds in relation to the appropriate standard of the University for the librarian classifications:
- a) for appointment at Librarian I, the potential for achieving a **tenured** appointment in accordance with the criteria set out in Article 25F;

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

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

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

- a) holds that Library classification elsewhere, or
 b) has shown evidence of performance which meets the criteria for promotion to that classification as set out in Article 25F.

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

- a) holds a **tenured** appointment as a professional librarian elsewhere; or
 b) has shown evidence of performance which meets the criteria for a **tenured** appointment set out in Article 25.

22C.18 Taking into account the recommendations under Article 25C, credit for service towards eligibility for a **tenured** appointment may be granted on initial appointment when the proposed appointee has shown evidence of performance which meets the criteria for a librarian in a probationary appointment at this University.

Article 22D RENEWAL OF TERM APPOINTMENTS

22D.01 Employees on term appointments which are explicitly stated to be subject to renewal in the letter of appointment shall be informed, in writing, by the University of New Brunswick at least 40 days prior to the expiry of the term as to whether or not their appointment will be renewed. Failure to inform an Employee 40 days prior to the expiry of a term explicitly stated to be subject to renewal shall constitute renewal for the lesser of (a) another term of the same duration; or (b) one (1) year. The letter of appointment offering any term appointment shall make specific reference to this Article.

Article 23A PROBATION AND TENURE OF FACULTY MEMBERS

23A.01 The performance of faculty members holding probationary appointments shall be assessed during the fourth year of the appointment. Assessment after a shorter period shall take place only if specified in the faculty member's letter of appointment. A faculty member may, for good cause, voluntarily request a deferral for up to a maximum of two (2) additional years. Such requests shall be

considered on their merits by the appropriate Vice-President, and shall not be unreasonably denied.

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

- 23A.02 During the probationary period, at the end of each academic year the faculty member shall submit a self-evaluation of his/her performance in terms of the criteria for tenure set out in Article 25D and considering the professional responsibilities of the faculty member as set out in Articles 16A and 19A. This self-evaluation shall be submitted by June 30 to the Chairperson, or Faculties without Departments, the Dean. The Chairperson (or Dean in the Faculties without Departments) shall discuss the self-evaluation with the faculty member. These informal self-evaluations and discussions shall not constitute a performance review as provided for under Article 43. Each year the Chairperson shall discuss with the Dean the performance of all faculty holding probationary appointments.
- 23A.03 The Dean shall notify the faculty member in writing, not later than **May 1**, of an impending probationary or tenure assessment. At the same time, the Dean will also advise the faculty member to examine the contents of his/her Official File and to provide appropriate documentation to the Dean, in accordance with Article 25B.05, no later than **September 1 or July 1** of the assessment year.
- 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 **responsible for final decision** 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 (2) years, or
 - c) grant tenure in those outstanding cases where, in the assessment under Article 23A.04, the performance of the faculty member clearly meets the criteria for tenure set out in Article 25D.
- 23A.06 A faculty member may apply for tenure assessment during the first year of the continued probationary appointment and shall be assessed for satisfactory performance with respect to meeting the criteria for tenure set out in Article 25D using the procedures set out in Article 25B.
- In accordance with the decision of the Vice-President responsible for the final decision 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 (1) further year.

- 23A.07 The performance of faculty members whose probationary appointments were continued for two (2) years, according to the provisions of Article 23A.05(b), shall be assessed for tenure during the second year of the continued appointment for satisfactory performance with respect to meeting the criteria for tenure set out in Article 25D using the procedures set out in Article 25B. A faculty member may, for good cause, voluntarily request a deferral for up to a maximum of two (2) additional years. Such requests shall be considered on their merits by the appropriate Vice-President, and shall not be unreasonably denied.
- In accordance with the decision of the Vice-President responsible for the final decision 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 (1) further year.
- 23A.08 A grant of tenure shall result in a simultaneous promotion to the rank of Associate Professor in accordance with Article 24A. However, promotion to the rank of Associate Professor does not **automatically** result in the granting of tenure.
- 23A.09 Notwithstanding any other provision of this Collective Agreement, a faculty member who was not granted tenure on an initial appointment shall not be assessed for tenure or granted tenure until he/she has served a minimum of three (3) years at the University of New Brunswick. Assessment for or grant of tenure after a shorter period shall take place only if specified in the faculty member's letter of appointment.

Article 23B PROBATION AND **TENURE** OF INSTRUCTORS

- 23B.01 The performance of instructors holding probationary appointments shall be assessed during the **fourth** year of the probationary appointment. Assessment after a shorter period shall take place only if specified in the instructor's letter of appointment. An instructor may, for good cause, voluntarily request a deferral for up to a maximum of two (2) additional years. Such requests shall be considered on their merits by the appropriate Vice-President, and shall not be unreasonably denied.
- Leave without pay shall not normally be counted as service towards eligibility for **tenure**.
- 23B.02 During the probationary period, at the end of each academic year the instructor shall submit a self-evaluation of his/her performance in terms of the criteria for continuing appointment set out in Article 25E and considering the professional responsibilities of the instructor as set out in Articles 16B and 19B. This self-evaluation shall be submitted by June 30 to the Chairperson, or in Faculties without departments the Dean. The Chairperson (or Dean in Faculties without departments) shall discuss the self-evaluation with the instructor. These informal self-evaluations and discussions shall not constitute a performance review as provided for under Article 43. Each year the Chairperson shall discuss with the Dean the performance of all instructors holding probationary appointments.

- 23B.03 The Dean shall notify the instructor in writing of an impending automatic review not later than **May 1**. The instructor concerned shall, upon request by the Dean, provide additional appropriate documentation not contained in the Official File, not later than **September 1 or July 1** of the assessment year.
- 23B.04 The instructor shall be assessed for satisfactory progress towards meeting the criteria for **tenure** as set out in Article 25E using the procedures set out in Article 25B.
- 23B.05 In accordance with the decision of the Vice-President responsible for final decision under Article 25B.01, concerning assessment of the instructor under Article 22B.06, using the criteria of 25E and the procedures of 25B, the President shall recommend and the Board of Governors shall:
- a) terminate the probationary appointment in those cases where the performance of the instructor is clearly unsatisfactory and a further attempt by the instructor to improve his/her performance towards a level consistent with **tenure** is deemed unlikely to be successful, or
 - b) continue the probationary appointment for an additional two (2) years, or
 - c) grant **tenure** in those outstanding cases where, in the assessment under Article 23B.04, the performance of the instructor clearly meets the criteria for **tenure** set out in Article 25E.
- 23B.06 An instructor may apply for **tenure** assessment during the first year of the continued probationary appointment and shall be assessed for satisfactory performance with respect to meeting the criteria for **tenure** set out in Article 25E using the procedures set out in Article 25B.
- In accordance with the decision of the Vice-President responsible for the final decision under Article 25B.01 concerning **tenure** assessment of the instructor, the President shall recommend and the Board of Governors shall:
- a) grant **tenure** in those cases where the performance of the instructor meets the criteria for **tenure** set out in Article 25, or
 - b) continue the probationary appointment for one (1) further year.
- 23B.07 The performance of instructors whose probationary appointments were continued for two (2) years, according to the provisions of Article 23B.05 shall be assessed for **tenure** during the second year of the continued appointment for satisfactory performance with respect to meeting the criteria for **tenure** set out in Article 25E using the procedures set out in Article 25B. A faculty member may, for good cause, voluntarily request a deferral for up to a maximum of two (2) additional years. Such requests shall be considered on their merits by the appropriate Vice-President, and shall not be unreasonably denied.
- In accordance with the decision of the Vice-President **responsible for the final decision** under Article 25B.01, concerning the **tenure** assessment of the instructor, the President shall recommend and the Board of Governors shall:
- a) grant **tenure** in those cases where the performance of the instructor meets the criteria for **tenure** set out in Article 25E; or
 - b) deny **tenure**. The candidate shall normally be offered a term appointment for one (1) further year.

- 23B.08 A grant of tenure shall result in a simultaneous promotion to the rank of Senior Instructor in accordance with Article 24B. **However, promotion to the rank of Senior Instructor does not automatically result in the granting of tenure.**
- 23B.09 Notwithstanding any other provision of this Collective Agreement, **an instructor** who was not granted **tenure** on an initial appointment shall not be assessed for **tenure** or granted **tenure** until he/she has served a minimum of three (3) years at the University of New Brunswick. Assessment for or grant of **tenure** after a shorter period shall take place only if specified in the instructor's letter of appointment.

Article 23C PROBATION AND **TENURE** OF LIBRARIANS

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

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

- 23C.02 Probationary appointments of librarians shall be for a period of not more than **four (4)** years.

During the probationary period, on the anniversary date of the initial appointment the librarian shall submit a self-evaluation of his/her performance in terms of the criteria for continuing the appointment as set out in Article 25F and considering the professional responsibilities of the librarian as set out in Articles 16C and 19C. This self-evaluation shall be submitted as follows:

Fredericton Campus:

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

Saint John Campus:

The self-evaluation is submitted to the Chief Librarian, Ward Chipman Library or a specific position designated by September 1, each year by the Vice-President (Saint John). The Chief Librarian (Ward Chipman) or the person holding the position designated by the Vice-President (Saint John) shall discuss the self-evaluation with the librarian. These informal self-evaluations and discussions shall not constitute a performance review under Article 43. The Chief Librarian (Ward Chipman) or the person holding the position designated by the Vice-

President (Saint John), shall discuss with the Vice-President (Saint John) the performance of librarians holding probationary appointments. The Vice-President (Saint John) may seek the advice of the Director of Libraries (Fredericton) should it be necessary to have an opinion concerning the technical aspect of a librarian's job performance.

- 23C.03 The librarian shall, upon request and with reasonable written notice by the Director of Libraries (Fredericton), 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 25F, using the procedures set out in Article 25C.
- 23C.04 The librarian shall be assessed for satisfactory performance **towards meeting the criteria of tenure** with respect to the criteria set out in Article 25F, using the procedures set out in Article 25C.
- 23C.05 Taking into account the recommendations under Article 25C concerning **the probationary** assessment of the librarian, the President shall recommend **and** the Board of Governors **shall**:
- a) terminate **the appointment** in those cases **where** 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 **tenure** is deemed unlikely to be successful, **or**
 - b) **continue probationary appointment for an additional two (2) years, or**
 - c) **grant tenure in those outstanding cases where, in the assessment under Article 23C.04, the performance of the librarian clearly meets the criteria for tenure set out in Article 25F.**
- 23C.06 **A librarian may apply for tenure assessment during the first year of the continued probationary appointment and shall be assessed for satisfactory performance with respect to meeting the criteria for tenure set out in Article 25F using procedures set out in Article 25C.**
- In accordance with the decision under Article 25B.01 concerning assessment of the librarian, the President shall recommend and the Board of Governors shall:**
- a) **grant tenure in those cases where the performance of the librarian meets the criteria for tenure set out in Article 25, or**
 - b) **continue the probationary appointment for one (1) further year.**
- 23C.07 **In accordance with the decision under Article 25C, concerning the tenure assessment of the librarian, the President shall recommend and the Board of Governors shall:**
- a) **grant tenure in those cases where the performance of the librarian meets the criteria for tenure set out in Article 25F, or**
 - b) **deny tenure.** 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.

- 23C.08** A grant of tenure shall result in simultaneous promotion to the classification of Librarian II. However promotion from Librarian I to Librarian II does not automatically result in the grant of tenure.
- 23C.09** Notwithstanding any other provision of this Collective Agreement, a librarian who was not granted tenure on an initial appointment shall not be assessed for tenure or granted tenure until he/she has served a minimum of two (2) years at the University of New Brunswick. Assessment for or granting of tenure after a shorter period shall take place only if specified in the librarian's letter of appointment.

Article 24A PROMOTION OF FACULTY MEMBERS

- 24A.01 The term promotion designates the transition from Assistant Professor to Associate Professor, or from Associate Professor to Professor.
- 24A.02 Leave without pay shall not normally count as service towards eligibility for promotion.
- 24A.03 Faculty members may apply for promotion in any year after spending three (3) years in their present rank by forwarding a request to the Dean, together with any additional appropriate documentation not already contained in the Official File. Such requests must be received by the Dean not later than **September 1 or July 1** 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 (5) years' service in academic rank (i.e. in the sixth year) unless a shorter period is specified in the letter of appointment. The Dean shall notify the faculty member in writing of an impending automatic review not later than **May 1**, advising him/her to examine the contents of his/her Official File and to provide appropriate documentation to the Dean, in accordance with Article 25B.05, no later than **September 1 or July 1** of the assessment year. Faculty members who wish to defer this automatic review for a specified period of one (1) or two (2) years shall so inform the Dean, in writing, by July 1 of the Academic Year in which the automatic review was to be carried out. **A faculty member holding the rank of Associate Professor and who has been granted tenure shall be granted an indefinite deferral upon request to the Dean.**
- 24A.05 When promotion is granted, it will take effect from the beginning of the following academic year.
- 24A.06 A faculty member shall be assessed for satisfactory performance with respect to the promotion criteria of Article 25D.04 or 25D.05, as appropriate, using the procedures set out in Article 25B.
- 24A.07 When a faculty member has been granted tenure in accordance with Article 23A, he/she shall simultaneously be promoted to the rank of Associate Professor. However, promotion to the rank of Associate Professor does not **automatically** result in the granting of tenure.
- 24A.08 In accordance with the decision of the Vice-President responsible for the final decision 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** Notwithstanding any other provision of this Collective Agreement, a faculty member shall not be assessed for probation or promotion during the first year of his/her appointment. **In the event that a faculty member is appointed with credit for five (5) years in rank, he/she shall be assessed for promotion during the second year of his/her appointment.**

Article 24B PROMOTION OF INSTRUCTORS

- 24B.01 The term promotion designates the transition from Instructor to Senior Instructor or from Senior Instructor to Senior Teaching Associate.
- 24B.02 Leave without pay shall not normally count as service towards eligibility for promotion.
- 24B.03 Senior Instructors may apply for promotion in any year after spending three (3) years in their present rank by forwarding a request to the Dean, together with any additional appropriate documentation not already contained in the Official File. Such requests must be received by the Dean not later than **September 1** for consideration for promotion with effect from the beginning of the next academic year.
- 24B.04 Instructors will be reviewed automatically for promotion after five (5) years' service in academic rank (i.e. in the sixth year) unless a shorter period is specified in the letter of appointment. Instructors shall forward to the Dean any additional documentation not already contained in the Official File not later than **July 1**. The Dean shall notify the Senior Instructor in writing of an impending automatic review not later than **May 1**.
- 24B.05 When promotion is granted, it will take effect from the beginning of the following academic year.
- 24B.06 A Senior Instructor shall be assessed for promotion with respect to the promotion criteria of Article 25E using the procedures set out in Article 25B.
- 24B.07 A grant of **tenure** shall result in a simultaneous promotion to the rank of Senior Instructor. **However, promotion to the rank of Senior Instructor does not automatically result in the granting of tenure.**
- 24B.08 In accordance with the decision of the Vice-President responsible for the final decision under Article 25B.01, concerning the assessment of the Senior Instructor, the President shall recommend and the Board of Governors shall grant promotion to the rank of Senior Teaching Associate when the Senior Instructor meets the criteria for promotion to that rank set out in Article **25E**.

Article 24C PROMOTION OF LIBRARIANS

- 24C.01 The term promotion designates the transition from Librarian I to Librarian II, from Librarian II to Librarian III, and from Librarian III to Librarian IV.

- 24C.02 Leave without pay shall not normally count as service towards **eligibility for promotion**.
- 24C.03 Librarians may apply for promotion by forwarding a request to the Director of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, together with any additional appropriate documentation not already contained in the Official File. Such requests must be received by the Director of Libraries (Fredericton), the Vice-President (Saint John) or his/her designate, or Dean of Law, as appropriate, not later than December 1 for consideration for promotion with effect from the beginning of the next academic year.
- 24C.04
- a) Appointments made subject to promotion will be reviewed automatically after three (3) years' service (i.e. in the fourth year) as Librarian II for promotion to Librarian III and after four (4) years' service (i.e. in the fifth year) as Librarian III for promotion to Librarian IV.
 - b) Librarians above the classification of Librarian I may apply for promotion to the next classification one (1) year prior to the automatic review set out in Article 24C.04(a) or in any subsequent year, unless a shorter period has been specified in the librarian's letter of appointment.
- 24C.05 When promotion is granted, it will take effect from the beginning of the academic year **following the year in which the assessment is begun**.
- 24C.06 In the assessment of librarians for promotion purposes, the procedures of Article 25C and the criteria of Article 25F shall be used.
- 24C.07 For probationary appointments within the Librarian I classification, promotion to the classification of Librarian II shall be automatic upon the granting of **tenure**. **However, promotion from Librarian I to Librarian II does not automatically result in the granting of tenure**.
- 24C.08 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 25F.

Article 25A **ASSESSMENT COMMITTEES**

- 25A.01 The appropriate Assessment Committee(s) as specified in Article 25B.08 shall consider and make recommendations to the appropriate body(ies) on the following matters, according to the terms of this Collective Agreement:
- a) appointments;
 - b) continuation of probationary appointments;
 - c) grants of tenure;
 - d) promotions;
 - e) applications from Employees for sabbatical leave;
 - f) applications from Employees for leave without pay for a period of six (6) months or more.

- General Provisions:
- 25A.02
- (i) The Chairperson of an Assessment Committee shall not have a vote on that committee.
 - (ii) Elections for Assessment Committees shall be by secret ballot.
 - (iii) 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.03.
 - (iv) Librarians shall not be eligible to serve on the Library Assessment Committee during an academic year in which they are on leave.
 - (v) Meetings of the Assessment Committees shall be closed to persons who are not members of these Committees. Persons who are to be assessed for appointment, **probation**, promotion or tenure in a given year shall not be eligible to serve on any Assessment Committee that year. Persons under consideration for other matters by an Assessment Committee of which they are a member shall absent themselves for the duration of the deliberations.

- Academic Department Assessment Committees
- 25A.03
- (i) 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.
 - (ii) 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.
 - (iii) 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 (5) or fewer faculty members and instructors shall sit as a committee of the whole; the quorum in this case shall be the full committee less one (1);
 - c) Academic Departments with six (6) 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 (6) or more faculty members and instructors, which are not sitting as a committee of the whole as expressed in Article 25A.03(iii)(c) above, shall have an Assessment Committee consisting of the Chairperson of the

Academic Department and one (1) additional elected Committee member for every five (5) 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 (4) or fewer members shall be the full committee; the quorum in the case of committees of five (5) or more members shall be three-quarters (3/4) of the committee with upward rounding.

Saint John Campus Library Assessment Committee

- (iv) The Saint John Library shall have an Assessment Committee which shall objectively assess the candidate's overall record of performance against the criteria in Article 25F, and against the overall records of any other candidates (within the Saint John Library and being assessed in the same category in the current academic year), striving for consistency and uniformity in the application of the criteria.
- (v) Assessing the same category means comparing: probationary assessments with probationary assessments; **tenured** appointment assessments with **tenured** appointment assessments; assessments for promotion to Librarian II with assessments for promotion to Librarian II; assessments for promotion to Librarian III with assessments for promotion to Librarian III; and assessments for promotion to Librarian IV with assessments for promotion to Librarian IV.
- (vi) The Chief Librarian (Ward Chipman) or the person holding the position designated by the Vice-President (Saint John) pursuant to Article 23C.02 shall convene and chair the committee. The librarians in the Ward Chipman Library shall sit as a committee of the whole and the quorum shall be the full committee less one (1).

Law Library Assessment Committee

- (vii) The Law Library shall have an Assessment Committee which shall objectively assess the candidate's overall record of performance against the criteria in Article 25F, and against the overall records of any other candidates (within the Law Library and being assessed in the same category in the current academic year), striving for consistency and uniformity in the application of the criteria.
- (viii) Assessing the same category means the same as defined above for the Saint John Campus Library Assessment Committee.
- (ix) The Law Librarian shall convene and chair the committee. The committee will be comprised of: the librarians in the Law Library and two (2) members from the Library Assessment Committee, elected by the Library Assessment committee as follows: One (1) of the two (2) members elected from the Branch Libraries and one (1) from either Technical Services or Public Services whichever is closest to the position being assessed. The quorum will be the full committee less one (1).

Faculty Assessment Committees

25A.04

- (i) 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.

- (ii) 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.
- (iii) The Dean of the Faculty shall convene and chair the Committee, the composition of which shall be as follows:
 - a) **Departmentalized** Faculties with fewer than four (4) Academic Departments shall have an Assessment Committee consisting of the Dean of the Faculty and four (4) elected faculty members or instructors, one (1) elected by each Academic Department, if applicable, and the others elected by the Faculty Council; quorum shall be three-quarters (3/4) of the Committee;
 - b) **Departmentalized** Faculties with four (4) or more Academic Departments shall have an Assessment Committee consisting of the Dean of the Faculty and one (1) faculty member or instructor elected by each Academic Department. Quorum shall be three-quarters (3/4) of the Committee with upward rounding.
 - c) **Faculties without Departments shall have an Assessment Committee consisting of the Dean of the Faculty and:**
 - (i) **for Faculties with 25 or fewer faculty members and instructors, five (5) elected faculty members or instructors; the quorum shall be four (4) members of the Committee; and**
 - (ii) **for Faculties with 26 or more faculty members and instructors, seven (7) elected faculty members or instructors; the quorum shall be five (5) members of the Committee.**

The Inter-Faculty Assessment Committee

25A.05

- (i) For those Faculties with no Departments, there shall be three (3) Inter-Faculty Assessment Committees (IFACs) as follows:
 - a) an Inter-Faculty Assessment Committee composed of the Faculties of Nursing, Education and Law;
 - b) an Inter-Faculty Assessment Committee composed of the Faculties of Computer Science, Kinesiology, and Forestry & Environmental Management and;
 - c) an Inter-Faculty Assessment Committee composed of the Faculties of **Business** Administration (UNBF) and Business (UNBSJ) referred to as the Inter-campus IFAC.

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

- (ii) 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.
- (iii) Each IFAC on the Fredericton Campus shall be composed of the Dean and one (1) faculty member or instructor elected by Faculty Council (for one (1) or two (2) year terms) from each of the Faculties that form part of that IFAC. The faculty member may or may not be a member of the Faculty Assessment Committee.

The Inter-campus IFAC shall be composed of the Dean and two (2) faculty members or instructors elected by Faculty Council (for one (1) or two (2) year terms). At least one (1) faculty member/instructor from each of the two (2) Faculties must not be a member of the Faculty Assessment Committee. The other faculty member/instructor may or may not be a member of the Faculty Assessment Committee.

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

Library Assessment Committee

25A.06

- (i) There shall be a Library Assessment Committee which shall objectively assess the candidate's overall record of performance against the criteria in Article 25F, and against the overall records of any other candidates (within the Libraries and being assessed in the same category in the current academic year), striving for consistency and uniformity in the application of the criteria.
- (ii) Assessing the same category means comparing: probationary assessments with probationary assessments; **tenured** appointment assessments with **tenured** appointment assessments; assessments for promotion to Librarian II with assessments for promotion to Librarian II; assessments for promotion to Librarian III with assessments for promotion to Librarian III; and assessments for promotion to Librarian IV with assessments for promotion to Librarian IV.
- (iii) The Library Assessment Committee shall be chaired by the Director of Libraries (Fredericton) and shall be composed of seven (7) librarians elected for a period of two (2) years as follows:
 - a) two (2) librarians from the Public Service area;
 - b) two (2) librarians from the Technical Services area;

- c) two (2) librarians, one (1) each from two (2) of:
- the Engineering Library,
 - the Science and Forestry 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 (1) librarian from the Ward Chipman Library.

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

25B.01 In order to ensure comparable assessment standards for the University of New Brunswick and to facilitate the unity of the University, the Parties agree that the final assessment decision shall be made alternately by the Vice-President (Academic) for two (2) years and the Vice-President (Saint John) for one (1) year. For the lifetime of this Collective Agreement the schedule shall be as follows:

in **2005-2006** by the Vice-President (Academic)
 in **2006-2007** by the Vice-President (Saint John)
 in **2007-2008** by the Vice-President (Academic)
 in **2008-2009** by the Vice-President (Academic)

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

- (i) Academic Department 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.
- (ii) Faculty 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 together with reasons and all documentation used by the Committee and the Dean to:
- a) in the case of assessments by Faculties with departments, the Vice-President (Academic) or the Vice-President (Saint John), as appropriate;
- b) in the case of assessments by Faculties without departments, the Convener of the appropriate Inter-Faculty Assessment Committee.
- (iii) Inter-Faculty Committee Recommendations:
 The Chair shall place the case before the Inter-Faculty Assessment Committee. For the Fredericton Campus IFACs, the recommendation shall be submitted in writing to the Vice-President (Academic). For the

Inter-Campus IFAC, the recommendation shall be submitted in writing as follows:

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

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

(iv) Vice-President Decision:

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

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

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

FACULTIES WITH DEPARTMENTS	ASSESSMENT OTHER THAN PROMOTION TO PROFESSOR	PROMOTION TO PROFESSOR
Employee's submission of information to the Dean	September 1	July 1
Academic Department recommendations to the Dean	October 15	October 31
Faculty recommendations to the Vice-President (Fredericton) OR Vice-President (Saint John) as Appropriate	November 30	December 15
Vice-President (Fredericton) OR Vice-President (Saint John) recommendations to Vice-President responsible for final decision	December 15	January 15
Vice-President responsible for final decision conveys written decision to Employee	February 15	March 15

FACULTIES WITHOUT DEPARTMENTS	ASSESSMENT OTHER THAN PROMOTION TO PROFESSOR	PROMOTION TO PROFESSOR
Employee's submission of information to the Dean	September 1	July 1
Faculty recommendation to the appropriate IFAC Committee	October 15	October 31
Inter-Faculty Committee recommendations to the Vice-President (Fredericton) OR Vice-President (Saint John) as appropriate	November 30	December 15
Vice-President (Fredericton) OR Vice-President (Saint John) recommendations to Vice-President responsible for final decision	December 15	January 15
Vice-President responsible for final decision conveys written decision to Employee	February 15	March 15

- 25B.03 If an Employee for good cause, is unable to meet the **September 1 or July 1** deadline for submission of information to the Dean, as specified in this Collective Agreement, and he/she requests an extension, such extension shall be granted and all subsequent deadlines in the assessment process, including the date by which the Vice-President responsible for the final decision 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 responsible for the final decision 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 (i) Assessment recommendations and decisions for promotion, probation, tenure, sabbatical leave and leaves without pay of six (6) months or more, shall be based solely on the documentary evidence consisting of:
- a) a copy of the Official file of the Employee;
 - b) a written statement by the Employee to the Dean by any applicable deadline as set out elsewhere in this Agreement that provides a description, with appropriate reference to the documentation, of how his or her record satisfies the criteria set out in the relevant articles of the Collective Agreement;

- c) any other relevant documentary evidence, which may include a teaching portfolio, submitted to the Dean by the Employee on or before any applicable deadline as set out elsewhere in this Agreement;
 - d) any other relevant documentary evidence which has been provided by the Dean. The Employee will be provided a copy of any such evidence at the time of its introduction;
 - 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.09 (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.
- (ii) Assessment recommendations for appointments shall be based on the judgment of the Committee members and Committee chairs as to how the candidates satisfy the criteria of Articles 22A.14 and 25D, while taking into account the visitation, public presentations and interviews of candidates as well as the documentation as follows:
- a) the curriculum vitae, letter of application, and any documentation submitted in support of the application, by the applicant;
 - b) letters of reference;
 - c) where the applicant is an Employee, a copy of the Official File, including a written statement prepared by the Dean in consultation with the Chairperson (if any) evaluating the Employee's performance to date; the Employee shall be provided with a copy of this written statement at the time of its introduction; should the Employee wish to comment on the Dean's statement, it should be done within ten (10) days of the receipt of the statement;
 - d) recommendations, together with reasons and all documentation received in accordance with this Collective Agreement and used by earlier levels of assessment.

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

- (iii) In accordance with Articles 22A.04, 22B.04 and 22C.04, whichever is applicable, when the appropriate Vice-President or designate does not accept the recommendations of the Assessment Committee(s) concerning appointments, the Vice-President shall so inform the Chairperson(s) of the Committee(s) in writing together with reasons and any information which the Vice-President believes relevant, and request reconsideration of the recommendations by the Committee(s).
- 25B.06 (i) Any Assessment Committee, Committee Chairperson, Dean or Vice-President requiring clarification of any documentation shall invite the Employee in writing to provide such clarification in writing within ten (10) days. Where the Vice-President responsible for the final decision requires clarification of any documentation by an Assessment Committee, Committee Chairperson, Dean, or as applicable, the Vice-President (Academic) or Vice-President (Saint John), such clarification shall be provided in writing with a copy to the Employee.
- (ii) When an Assessment Committee and/or Committee Chairperson, Dean or Vice-President has arrived at a tentative recommendation respecting promotion, probation, tenure, sabbatical leave, leave of absence of six (6) months or more, which is unfavourable to the Employee concerned, the Chairperson, Dean or Convener of the Committee or Vice-President shall advise the Employee, in writing, and shall state the reasons for this tentative recommendation. The Employee shall be invited to submit further documentary evidence if he/she wishes within ten (10) days from the date of the invitation. Any such submission shall be considered by the Assessment Committee and/or Committee Chairperson, or Vice-President before reaching a final recommendation. The same process shall be used for a tie vote.
- (iii) Following receipt of a tentative recommendation that is unfavourable to a candidate from the Vice-President responsible for the final decision he or she shall have the right of a personal appearance before the Vice-President responsible for the final decision before a final recommendation is reached by the Vice-President responsible for the final decision. The candidate may be accompanied by a faculty member from his or her Department or a cognate discipline.
- (iv) If the final decision is favourable to the candidate, the Vice-President responsible for the final decision shall submit the recommendation together with reasons to the President with a copy to the candidate. If the decision is unfavourable, then the candidate will be informed, in writing, of the decision together with reasons by the Vice-President responsible for the final decision.
- (v) 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.
- (vi) 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 (i) The following types of assessment shall involve assessment by the Academic Department Assessment Committee and the Chair prior to a recommendation by the Dean for Faculties with departments or by the Faculty Assessment Committee for Faculties without departments prior to the recommendation by the Dean:
- a) appointments at the ranks of Instructor, Lecturer and Assistant Professor;
 - b) applications from faculty members, Senior Teaching Associates, Senior Instructors and Instructors for sabbatical leaves;
 - c) applications for a leave without pay for a period of six (6) months or more;
- (ii) The following types of assessment shall involve assessment by the Academic Department Assessment Committee, the Chair, the Faculty Assessment Committee and the Dean for Faculties with departments, and by the Faculty Assessment Committee, the Dean and the Inter-Faculty Assessment Committees for Faculties without departments:
- a) appointments at the ranks of Senior Instructor, Senior Teaching Associate, Associate Professor and Professor;
 - b) continuation of probationary appointments of faculty members;
 - c) grants of tenure to faculty members or instructors;
 - d) promotion of faculty members.
- 25B.09 The various levels of assessment seek to provide different perspectives on the overall record of performance of a particular Employee.
- 25B.10 When an Employee is **appointed to an interdisciplinary program** or appointed jointly to two (2) or more Academic Departments in one (1) or more Faculties, the Academic Department and Faculty Assessment Committees in one (1) Academic Department and Faculty (designated as the primary Academic Department and Faculty in the letter offering the appointment, which shall make specific reference to this clause) shall be responsible for assessing the documentation relating to all of the activities of the Employee. The Academic Department and Faculty Assessment Committees in any other Academic Department or Faculty **in the interdisciplinary program** to which the appointment is made shall be responsible for assessing only that documentation which is directly related to the activities in that Academic Department or Faculty, and shall forward recommendations together with reasons and all documentation used for subsequent consideration by the Academic Department and Faculty Assessment Committees of the primary Academic Department and Faculty.
- 25B.11 An Employee who is jointly appointed to an Academic Department and a non-academic department shall be considered in the usual way by the Academic Department and Faculty Assessment Committees of the Academic Department and Faculty with respect to all assessment matters covered by this Collective Agreement.

- 25B.12 The Chairperson or Convener of each Assessment Committee shall maintain a record of the name of each member of the committee who has reviewed the documentary evidence set out in Article 25B.05 and the date(s) of the review(s) during the assessment process. Any member of the Assessment Committee who has not examined the documentary evidence, as evidenced by the record, shall not vote on the case nor take part in the discussion and, for purposes of determining a quorum, will be considered to be absent.
- 25B.13 Each Assessment Committee shall determine and record its own procedures which shall not be in conflict with the provisions of this Collective Agreement. Such procedures shall provide for an approved record which shall include the reasons for the final recommendation on each case and the numerical record of the final vote on each case.
- 25B.14 The Vice-President responsible for the final decision 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 Director of Libraries (Fredericton) shall request the Library Department Head to make a recommendation, in writing, whenever a librarian from his or her department is to be assessed by the Library Assessment Committee. This recommendation, together with reasons and any documentation, shall be submitted to the Director of Libraries (Fredericton) within ten (10) days of the request. This material shall then be submitted to the Library Assessment Committee.

In the case of the assessment of librarians from the Saint John Campus or Law Library, the Director of Libraries (Fredericton) shall request the Saint John Campus Library Assessment Committee or the Law Library Assessment Committee, as appropriate, to make a recommendation. **This** recommendation together with reasons and any documentation, shall be submitted to the Director of Libraries (Fredericton) together with a separate recommendation by the **Chief Librarian (Ward Chipman) or the person holding the position designated by the Vice-President (Saint John) pursuant to Article 23C.02 when this person is a professional librarian, or the Law Library Department Head, as appropriate**, within ten (10) days of the request. This material shall then be submitted to the Library Assessment Committee.

In the case of assessment of candidates for appointment at Saint John, the Vice-President (Saint John) shall consider the recommendation and reasons of the Saint John Campus Library Assessment Committee together with documentation from the Library Assessment Committee where available as set out in Article 25C.09, and from the Chief Librarian (Ward Chipman) or the person holding the position designated by the Vice-President (Saint John) pursuant to Article 23C.02 **when this person is a professional librarian** prior to making a final decision following the procedures set out in Article 25B.05 (iii).

Assessment procedures for librarians shall include:

Library Assessment Committee Recommendations:

The Director of Libraries (Fredericton) shall place the case before the Library Assessment Committee. The recommendation of this Committee and the separate recommendation of the Director of Libraries (Fredericton) shall be submitted, in writing, to the appropriate Vice-President, together with reasons

and all documentation used by the Committee and the Director of Libraries (Fredericton). As appropriate, the Vice-President (Academic) or the Vice-President (Saint John) shall add his/her separate recommendation and reasons (before sending all recommendations together with reasons and all documentation) to the Vice-President responsible for the final decision.

Vice-President Responsible for the Final Decision:

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

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

CONTINUING APPOINTMENT STATUS

Steps in the Assessment Process	Days Prior to the End of the Probationary Period
Library Assessment Committee's and Director of Libraries (Fredericton) recommendation to appropriate Vice-President	100 days
Vice-President responsible for the final 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 Director of Libraries (Fredericton)	December 1
Level 1 - Library Assessment Committee's and Director of Libraries (Fredericton) recommendation to the appropriate Vice-President	February 1
Level 2 - Vice-President responsible for the final 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 Director of Libraries (Fredericton), as specified in this Collective Agreement, and he/she requests an extension, such extension shall be granted and all subsequent deadlines in the assessment process,

including the date by which the Vice-President responsible for the final decision shall advise the librarian, shall be extended by an identical period of time. Such requests shall be made in writing to the Director of Libraries (Fredericton), who shall send a copy to the Association.

25C.05 If the Library Assessment Committee, for good cause, is unable to meet the deadlines for transmission of the recommendations specified in this Collective Agreement, and the Director of Libraries (Fredericton) requests an extension, such extension shall be granted and all subsequent deadlines in the assessment process, including the date by which the Vice-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 Director of Libraries (Fredericton), by December 1 (or 100 days prior to the end of the probationary period) that provides a description, with appropriate reference to the documentation, of how his/her record satisfies the criteria set out in the relevant articles of the Collective Agreement;
- c) any other relevant documentary evidence which has been submitted by the librarian;
- d) any other relevant documentary evidence which has been provided by the Director of Libraries (Fredericton). 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, Director of Libraries (Fredericton) 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 (10) days.

25C.07 When the Library Assessment Committee and/or Director of Libraries (Fredericton) has arrived at a tentative recommendation concerning a librarian which is unfavourable to that librarian, the Director of Libraries (Fredericton) 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 (10) days from the date of the invitation. Any such submission shall be considered by the Library Assessment Committee and/or the Director of Libraries (Fredericton) before reaching its final recommendation.

Following receipt of notification from the Director of Libraries (Fredericton) of a tentative recommendation that is unfavourable to a candidate, he or she shall have the right of a personal appearance before the Committee before a final recommendation is reached by the Committee. The librarian 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 except for Librarians I and II for the Law Library and Ward Chipman Library;
 - b) grants of **tenure** 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.06 and the date(s) of the review(s) during the assessment process. Any member of the Library Assessment Committee who has not examined the documentary evidence, as evidenced by the record, shall not vote on the case nor take part in the discussion and, for purposes of determining a quorum, will be considered to be absent.
- 25C.11 The Library Assessment Committee, the Saint John Library Assessment Committee and the Law Library Assessment Committee shall each determine and record its own procedures which shall not be in conflict with the provisions of this Collective Agreement. Such procedures shall provide for an approved record which shall include the reasons for the final recommendation on each case and the numerical record of the final vote on each case.
- 25C.12 The Vice-President responsible for the final decision 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 MEMBERS

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

Probation

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

Tenure

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

- a) demonstrated academic competence within their area of expertise; and
- b) an acceptable record of academic service; and
- c) where applicable, fulfillment of any contractual requirement to complete a higher degree or other academic qualification where such requirement has been included in the offer of appointment to the faculty member.

Promotion to Associate Professor

25D.04 Considering the professional responsibilities and workload of the faculty member as set out in Articles 16A and 19A, respectively, the criteria for promotion to the rank of Associate Professor are the same as the criteria for the grant of tenure set out in Article 25D.03.

Promotion to Professor

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

- i) a demonstrated continuing high level of academic competence and achievement in the faculty member's area of expertise; and
- ii) an acceptable record of academic service.

b) For promotion to the rank of Professor, the faculty member shall provide five (5) names of scholars/professionals external to the university to serve as assessors. The faculty member shall provide reasons for inclusion of these names. The assessments shall not be solicited from current or former thesis supervisors or individuals with whom the candidate has collaborated in the last five (5) years. The Dean shall select three (3) names from the list of five (5) and provide written reasons to the candidate. The Dean shall then request that these external assessors provide a written evaluation of the faculty member's overall record in relation to Articles 25D.05 and 16A and 19A, respectively.

General Provisions

25D.06 Assessment of academic competence shall be based on an appropriate combination of the principal duties of faculty members set out in Article 16A.02. The assessment shall take into account the various ways in which academic competence is demonstrated in different areas of expertise. Academic competence shall be demonstrated:

- a) in dissemination of knowledge in the faculty member's area of expertise by the objectively documented achievement of a continuing and satisfactory record of teaching competence as evidenced by: student opinion surveys by methods approved by Senate and, if available, those approved for use by Faculty Councils, and/or Departments; development of new courses; updating of existing courses; effective use of innovative

teaching aids and techniques; development of innovative teaching aids and techniques; involvement in curriculum development; organization of field schools, laboratories or clinical practica; successful direction of the research of undergraduate and/or graduate students; successful public and/or continuing education activities; publication or production of books, articles, films or recordings which elucidate and advance teaching effectiveness; formal recognition by the Board of Governors as an excellent teacher; and through other equivalent accomplishments;

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

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

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

Sabbatical Leave

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

Leaves of Absence

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

Article 25E **ASSESSMENT CRITERIA: INSTRUCTORS**

- 25E.01 Appointments
The criteria for assessment of appointments are as set out in Article 22.
- 25E.02 Probation
The criteria for probation are as set out in Articles 22B and 25E.03.
- 25E.03 Tenure
Considering the professional responsibilities and workload of the instructor as set out in Articles 16B and 19B, respectively, the criteria for a **tenure** are:
- a) demonstrated competence in the performance of their professional responsibilities within their area of expertise; and
 - b) where applicable, fulfillment of any contractual requirement to complete a higher degree or other academic qualification where such requirement has been included in the offer of appointment to the instructor.
- 25E.04 Promotion to Senior Instructor
Considering the professional responsibilities and workload of the instructor as set out in Articles 16B and 19B, respectively, the criteria for promotion to the rank of Senior Instructor are the same criteria for the grant of tenure set out in Article 25E.03.
- 25E.05 Promotion to Senior Teaching Associate
Considering the professional responsibilities and workload of the instructor as set out in Articles 16B and 19B, respectively, the criteria for promotion to the rank of Senior Teaching Associate are:
- a) 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.
- 25E.06 General Provisions
Competence in the performance of professional responsibilities of the Instructor or Senior Instructor shall be based on an appropriate combination of the principal duties of instructors set out in Article 16B.02. Teaching competence in the instructor's area of expertise shall be demonstrated by objectively documented evidence including student opinion surveys by methods approved by Senate and, if available, those approved for use by Faculty Councils, and/or Departments; development of new courses; updating of existing courses; effective use of innovative teaching aids and techniques; development of innovative teaching aids and techniques; involvement in curriculum development; organization of field schools, laboratories or clinical practica; successful public and/or continuing education activities; formal recognition by the Board of Governors as an excellent teacher; and through other equivalent accomplishments.
- 25E.07 Assessment of demonstrated continuing high level of competence under Article 25E.04 shall take into account the professional responsibilities and workload of the Senior Instructor as set out in Articles 16B and 19B respectively, and shall

assess whether the overall performance of the instructor reflects a level of competence and activity which is appropriate for **the level of promotion under consideration** in accordance with Articles 25A and 25B. Although time in rank is not a criterion for promotion or **tenure**, in practice, at the time of the promotion or granting of **tenured** appointment, the period of service in rank required to achieve the appropriate level will have typically been six (6) years. The Parties anticipate that the level of competence and activity which is appropriate for promotion may gradually evolve and increase over time.

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

Sabbatical Leave

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

Leaves of Absence

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

Article 25F **ASSESSMENT CRITERIA: LIBRARIANS**

Appointments

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

Probation

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

Tenure

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

- a) performance of assigned responsibilities in an effective manner; and
- b) demonstrated professional competence in the librarian's specialization and classification; and
- c) 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).

Promotion

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

Promotion to Librarian III

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

Promotion to Librarian IV

- 25F.05
- 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 III which typically will be five (5) years. A relevant subject specialization at a Master's level or above or an advanced professional certificate or diploma may reduce the typical period of service by one (1) year, subject to **recommendations that result from the assessment process.**

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

25F.07 Assessment of demonstrated continuing high level of competence under Article 25F.04 shall take into account the professional responsibilities and workload of the librarian as set out in Articles 16C and 19C respectively, and shall assess whether the overall performance of the librarian reflects a level of competence and activity which is appropriate for the level of promotion under consideration in accordance with Articles 25A and 25C. Although time in rank is not a criterion for promotion or tenure, in practice, at the time of the promotion or granting of tenure the period of service in rank required to achieve the appropriate level will have typically been four (4) years. The Parties anticipate that the level of competence and activity which is appropriate for promotion may gradually evolve and increase over time.

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

Sabbatical Leave

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

Leaves of Absence

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

Article 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 Associate Vice-President of Human Resources and Organizational Development, or any other office provided the Association is so notified in writing. Official Files and copies thereof shall be clearly marked as confidential.
- 26.02 The documents and materials referred to in Article 26.01 may include, but shall not be limited to, materials such as university transcripts, letters of application, curriculum vitae, and letters of reference; evaluation, observation, and workload reports; correspondence; commendatory and disciplinary letters; curriculum vitae updates; documents reflecting the salary and work history of Employees; decisions and/or recommendations, together with reasons, arising in accordance with 25B.01; and copies of materials reflecting professional development and achievements subject to the provisions of Article 26.04. A current inventory of all documents and materials in the Official File shall be maintained in the office of the appropriate Vice-President and included in the Official File.
- 26.03 An Employee shall have the right, during normal business hours, and upon reasonable notice, to examine the entire contents of his/her Official File. The examination may be carried out in the presence of a person designated by the appropriate Vice-President. Employees may be required to produce identification before access to their Official File is granted. Employees shall not remove their Official File or parts thereof from the office. Employees may obtain, at their own expense and upon written request to the appropriate Vice-President, a copy of any of the contents of their Official File within a reasonable period of time. An Employee shall be notified of any additions or deletions to his/her Official File. Materials deleted from the Official File shall be sent to the Employee.
- 26.04 Employees have the right to have included in their Official File, their written comments about the accuracy, relevance, meaning or completeness of the contents of their File. These comments may include a list of supplementary materials and documents maintained and considered relevant by the Employee. The documents and materials on this list shall be considered whenever the contents of the Official File are used in determining the employment status of or in evaluating the professional performance of the Employee, providing the Employee makes them available within a reasonable time of receiving a written request for them. These documents and materials shall be returned to the Employee following their use and shall not be included in the Official File.
- 26.05 Employees have the right to grieve the accuracy or the relevance, for the purpose of determining employment status or of evaluating professional

performance, of any of the contents of their Official File within 30 days of becoming aware of the documents or materials.

26.06 No anonymous documents or materials shall be kept in an Official File or submitted as evidence in any formal decision or action involving an Employee. The aggregated numerical results of any collective student opinion survey of the Employee's teaching which has been approved by Senate and, if available, those approved for use by Faculty Councils and/or Academic Departments, shall not be considered anonymous material.

26.07 None of the contents of the Official File shall be released or made available to any person without the express written consent of the Employee concerned, except when required:

- a) for normal University of New Brunswick administrative purposes;
- b) for grievance and arbitration purposes;
- c) by this Collective Agreement;
- d) by law.

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

26.08 For the purposes of proceedings under Article 41, three (3) Employees duly designated by the Association shall have the right, on a confidential basis, during normal business hours and upon reasonable notice to examine the contents of any Official File used in the assessment of the Employee who is a candidate in a particular assessment year and who is proceeding under Article 41. The examination will be carried out in the presence of a person designated by the appropriate Vice-President. These Employees shall not remove the Official File or parts thereof from the office.

26.09 A record shall be kept of the names of all persons granted access to the Official File in the Vice-President's Office together with the date, and the reason. Such record shall be included in the Official File.

Article 27 TRANSFERS

27.01 Faculty members, Senior Teaching Associates 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. Librarians may be transferred to other positions on the same campus with reasonable notice, and normally with their written consent which shall not be unreasonably withheld; Librarians may be transferred to positions on the other campus only with their written consent. When the duties of the new position differ substantively from those of the previous position, an adjustment period including any required off-site formal training will be provided. All other Employees may be transferred by the University of New Brunswick to other positions on the same campus with twenty days' notice (or less, with the agreement of the Employee); such

Employees may be transferred to positions on the other campus only with their written consent. When considering a transfer, the University shall consult with the Employee concerned, the Employee's current Department Head, and the Department Head of the unit to which the transfer is to be made.

- 27.02 Recommendations on a proposed transfer of a Faculty Member, Senior Teaching Associate or a Senior Instructor will be made in accordance with the provisions of Article 25B in the same manner as for appointments.
- 27.03 Notwithstanding the provisions of Article 27.02, 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 (1) member of Senate, appointed by Senate; two (2) members of the Board of Governors, appointed by the Board of Governors; two (2) Employees appointed by the Association; the Vice-President (Academic) and the Vice-President (Saint John). The Vice-President (Academic) shall chair the Commission. All reasonable expenses of the Academic Commission shall be borne by the University of New Brunswick.

28.06 The Academic Commission shall establish its own procedures.

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

- a) examine the plan prepared by the University of New Brunswick, including the extent of the problems giving rise to the action of the Board of Governors taken under Article 28.04, and present a preliminary report to the Board of Governors, with copies to the Senate and the Association,

making recommendations for any immediate action that can be taken without involving layoff of Employees.

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

- 28.08 Following receipt of the Senate report, the Academic Commission shall, within 70 days, prepare a final report, analyzing the extent and nature of the academic problems giving rise to the plan, the extent and nature of the potential impact of the plan on the academic programs of the University, and making such detailed recommendations as seem appropriate to the Academic Commission, including recommendations on the number and distribution of any layoffs which may be essential. The Academic Commission shall include in its report the reasons for its recommendations and any supporting documents which are appropriate. The report shall be submitted to the Board of Governors with a copy at the same time to the Senate and the Association.
- 28.09 The University of New Brunswick agrees to full disclosure of available information which is pertinent to the academic problem and deemed relevant by the Academic Commission. The Commission may consult with any person or group of persons from inside or outside the University, and shall consult with any Faculty, Academic Department, Library Department or Library concerned.
- 28.10 Upon receipt of the report of the Academic Commission, the Board of Governors shall allow 20 days for comment on the report by Senate and by the Association. Within a further 20 days, the Board of Governors shall prepare a detailed plan of the actions which it proposes to take including the names of those Employees who shall be laid off and the reasons for the layoff of those Employees after due consideration of the report prepared by the Academic Commission and any comments made thereon by Senate and the Association. The Board of Governors' plan shall be sent to the Senate and to the Association for comments. These comments shall be received by the Board of Governors within 20 days. Within 20 days following receipt of these comments and with due consideration for such comments, the Board of Governors shall make its final decision.
- 28.11 In the event the Academic Commission, the Senate or the Association fails to submit its report or comments, as appropriate, within the time limits set out in this Article, the Board of Governors may proceed without such reports or comments. Any time limits under this Article may only be extended by agreement, in writing, of the Parties. Such agreement shall not be unreasonably denied.
- 28.12 In the event the Board of Governors decides to lay off Employees under this Article, such action shall be taken in accordance with the terms of this Collective Agreement.
- 28.13 Any recommendations or decisions made under this Article shall take into account that layoff is an exceptional action which shall not be taken until:
- a) all reasonable alternative solutions to the academic problems which have been proposed in the report of the Academic Commission and in any comments made thereon by Senate have been considered and implemented as far as reasonably practicable; and

- b) all reasonable alternative means of making the necessary reductions in the bargaining unit (as described in Article 28.03) have been considered and implemented as far as reasonably practicable.

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

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

- 29.01 The term financial emergency denotes a condition in which the continued existence of the University of New Brunswick is placed in serious jeopardy because a substantial deficit has occurred or is inevitable and projections show substantial and continuing financial deficits, using generally accepted accounting principles applied on a basis consistent with that of the preceding year.
- 29.02 The Board of Governors, believing that a financial emergency exists or is imminent, shall formulate a plan to deal with this emergency and shall:
- a) inform Senate and the Association, in writing, of this belief, enclosing a copy of the plan and the financial reasons upon which it is based;
- b) impose a halt to the hiring of new Employees, except those who are required to perform those functions essential to the ongoing operation of the University;
- c) establish a Financial Emergency Commission.
- 29.03 The Financial Emergency Commission shall consist of two (2) persons appointed by the Board of Governors, two (2) persons appointed by the Association, and a Chairperson mutually agreed upon by the Parties. If the Parties fail to agree, each will submit a list of three (3) names and an arbitrator chosen by lot from among those listed in Article 41 will be asked to select a Chairperson.
- All reasonable expenses of the Financial Emergency Commission shall be borne by the University of New Brunswick.
- 29.04 The Financial Emergency Commission shall establish its own procedures.
- 29.05 The initial task of the Financial Emergency Commission shall be to:
- a) examine the plan prepared by the University of New Brunswick, including the extent of the financial problems giving rise to the action of the Board of Governors taken under this Article, and present a preliminary report to the Board of Governors, with copies to the Senate and the Association, making recommendations for any immediate action that can be taken, without involving layoff of Employees.
- b) request Senate to study the potential impact of the plan on the academic programs of the University, including whether enrolment projections are consistent with any proposed reductions in the number of Employees, and prepare a report within 40 days for the Financial Emergency Commission.
- 29.06 Following receipt of the Senate report, the Financial Emergency Commission shall, within 70 days, prepare a final report, analyzing the extent and the nature

of the financial problems giving rise to the plan, the extent and the nature of the potential impact of the plan on the academic programs of the University, and making such detailed recommendations as may seem appropriate to the Financial Emergency Commission, including recommendations on the number and distribution of any layoffs which may be essential. The report shall identify the source or sources of the financial difficulty, and recommend any methods the Commission deems necessary and sufficient to alleviate these difficulties, taking into consideration possible alternatives to the layoff of Employees. The Financial Emergency Commission shall include in its report the reasons for its recommendations and any supporting documents which are appropriate. The report shall be submitted to the Board of Governors with a copy at the same time to the Senate and the Association.

- 29.07 The University of New Brunswick agrees to full disclosure of available information which is related to the financial emergency problem and deemed relevant by the Financial Emergency Commission. The Commission may consult with any person or group of persons from inside or outside the University, and shall consult with any Faculty, Academic Department, Library Department or Library concerned.
- 29.08 Upon receipt of the report of the Financial Emergency Commission, the Board of Governors shall allow 20 days for comment on the report by Senate and by the Association. Within a further 20 days, if a financial emergency exists, the Board of Governors shall so declare and shall prepare a detailed plan of the action which it proposes to take, including the names of those Employees who shall be laid off and the reasons for the layoff of those Employees after due consideration of the report prepared by the Financial Emergency Commission and any comments made thereon by Senate and the Association. The Board of Governors' plan shall be sent to the Senate and to the Association for comments. These comments shall be received by the Board of Governors within 20 days. Within 20 days following receipt of these comments and with due consideration for such comments, the Board of Governors shall make its final decision.
- 29.09 In the event the Financial Emergency Commission, the Senate or the Association fails to submit its report or comments, as appropriate, within the time limits set out in this Article, the Board of Governors may proceed without such reports or comments. Any time limits under this Article may be extended by agreement, in writing, of the Parties. Such agreement shall not be unreasonably denied.
- 29.10 In the event the Board of Governors decides to lay off Employees under this Article, such action shall be taken in accordance with the terms of this Collective Agreement.
- 29.11 Layoff is an exceptional action which shall be taken only after the University of New Brunswick has exhausted all reasonable means to alleviate the financial emergency by applying rigorous economies in all areas of the University's present and projected expenditures, by using all reasonable means of improving the University's income, and by using all other means of making the necessary reductions in the bargaining unit, in a manner which best maintains the academic viability of the University. Any layoffs under this Article shall occur only to the extent necessary to alleviate the financial emergency and shall be based on sound academic grounds.

Article 30 LAYOFF

- 30.01 Layoff of Employees is an exceptional action which may occur only in accordance with Articles 28 or 29.
- 30.02 The President of the University shall notify, in writing, Employees who are to be laid off, with a copy to the Association, as much in advance of the layoff date as possible, which notice shall be:
- a) for probationary or tenured faculty members, instructors, Librarians III or IV, a minimum of six (6) months' notice with layoff effective on July 1 or January 1;
 - b) for all other Employees, a minimum of three (3) months.
- 30.03 The President's notice under Article 30.02 shall state whether the layoff is based on the provisions of Article 28 or Article 29. Upon the Employee's written request, the President shall provide, within a reasonable period of time, a written statement of the specific reasons for choosing that Employee for layoff.
- 30.04 By informing an Employee and the Association, in writing 20 days in advance, the University of New Brunswick may lay off an Employee with pay in lieu of notice or with a combination of notice and pay in lieu of notice totalling the appropriate notice period in Article 30.02.
- 30.05 Those Employees covered under Article 30.02(a) who are laid off, shall receive all of:
- a) notice as specified in Article 30.02(a) or pay in lieu of notice, as specified in Article 30.04; and
 - b) a sum equal to 12 months' salary.
- 30.06 Those Employees covered under Article 30.02(b) who are laid off, shall receive all of:
- a) notice as specified in Article 30.02(b) or pay in lieu of notice, as specified in Article 30.04; and
 - b) one (1) month's salary for each year of full-time service in the University, to a maximum of six (6) months' salary.
- 30.07 The financial settlements under Articles 30.05(b) and 30.06(b) shall, in cases of layoff under Article 28, be supplemented by a sum equal to six (6) months' salary, payable upon expiration of the time period determined for the purposes of Articles 30.05(b) and 30.06(b), but only in the event the Employee has not yet obtained equivalent employment.
- 30.08 The Employee may elect to receive the amount specified in Articles 30.05 or 30.06, as applicable, as a lump sum payment on the effective date of the layoff or in another reasonable manner mutually agreed, in writing, by the Employee and the University of New Brunswick. 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 (2) or more individuals with recall status be eligible for recall in the same field, the choice shall be made on sound academic grounds, using the assessment procedures of Article 25 as for appointments. If two (2) or more individuals with recall status have equivalent qualifications, the order of recall shall be the reverse of the order of layoff. An external candidate shall not be offered a position in the bargaining unit unless all individuals with recall status who are qualified for the position have been offered the position in accordance with this Article.
- 30.10 Each individual with recall status shall be given special consideration for employment when any full-time position suitable to his/her qualifications becomes available in the University of New Brunswick, and for which no other individual with recall status exercises the right of first refusal. Such special consideration shall be neither greater nor less than that accorded to other individuals with recall status in the University of New Brunswick.
- 30.11 For individuals who have been laid off, recall status specified in this Article shall continue from the day of layoff for a period equal to one (1) year for each year of service to a maximum of five (5) years, and shall terminate only:
- a) at the conclusion of such periods; or
 - b) upon retirement to pension; or
 - c) when the person indicates, in writing, to the University of New Brunswick that he/she no longer wishes to be considered for recall; or
 - d) until the person has been offered and has refused, a position in his/her Academic Department (or Faculty, where no Academic Department exists) or Library, equivalent to his/her former position.
- 30.12 Disputes arising out of these recall procedures are referable to the grievance and arbitration process set out in this Collective Agreement.
- 30.13 Individuals with recall status who are offered, and who accept, a position other than the one for which they have the right of first refusal under Article 30.09, retain this right of first refusal subject to the terms of this Article.
- 30.14 Individuals with recall status shall inform the University of New Brunswick, in writing, within 20 days whether they accept or reject a recall offer in accordance with Article 30.09. Individuals shall have a reasonable period, not exceeding six (6) calendar months, to terminate other employment and take up the position. Reasonable requests for extensions of this time limit shall not be unreasonably denied.
- 30.15 Subject to Article 30.16, the employment status of Employees who have been recalled to bargaining unit positions in their field, shall be as at the time of layoff with respect to those matters covered in this Collective Agreement, including, but not limited to: rank or classification; probation, tenure; and credit for service towards tenure, promotion and sabbatical leave eligibility.
- Subject to Article 30.16, the salary of Employees who have been recalled to bargaining unit positions in their field shall consist of the total of their salary at the time of layoff and all standard economic adjustments to which they would have been entitled if layoff had not occurred.

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

Article 31A **SABBATICAL LEAVES FOR FACULTY MEMBERS**

- 31A.01 In recognition of the fact that faculty members are required to continue to develop as scholars, researchers and professionals throughout their careers, a system of sabbatical leaves shall be maintained. Tenured faculty members shall be eligible for sabbatical leave in accordance with the provisions of this Article. Such leaves are intended to be used by tenured faculty members for academic and professional renewal and enhancement through study, research, scholarship, writing or other creative activities, leading to increase of their knowledge, furtherance of their research and scholarship, and other enhancement of their ability to contribute to the University on their return.
- 31A.02 Tenured faculty members shall be eligible, upon application to the University of New Brunswick, for consideration for sabbatical leave as follows:
- a) after six (6) years of full-time service at the University of New Brunswick, one (1) year's leave at 85 percent of regular salary, or
 - b) after six (6) years of full-time service at the University of New Brunswick, six (6) months' leave at 100 percent of regular salary, or
 - c) after three (3) years of full-time service at the University of New Brunswick, six (6) months' leave at 85 percent of regular salary.
 - d) **For the purpose of counting credit toward sabbatical:**

When a probationary appointment or a return to full-time service following a sabbatical leave commences during the first six (6) months of an academic year, the period of such full-time service

shall be considered to have commenced on **July 1** of that academic year.

When a probationary appointment commences during the last six (6) months of an academic year, the period of such full-time service shall be considered to have commenced on July 1 of the following academic year.

When a return to full-time service following a sabbatical leave commences during the last six (6) months of an academic year, the period of such full-time service shall be considered to have commenced on **January 1 of that** academic year.

- e) Subject to Articles 31A.10 to 31A.14 inclusive, normally a faculty member will take sabbatical **leave** either in the seventh academic year in the case of (a) and (b) above or in the fourth academic year in the case of (c) above, following the start of each full-time service eligibility period. Deferral or advancement of normal sabbatical **leave** shall operate, as appropriate, to decrease or increase the service period specified in (a) to (c) above, in accordance with (d).
- f) A faculty member who has completed a minimum of three (3) consecutive current years of administrative service as Chairperson of an Academic Department shall be entitled to a supplementary sabbatical salary for sabbaticals taken pursuant to (a) or (c) above following the signing of this Agreement. The supplementary sabbatical salary shall be calculated at 3 percent of regular salary per year of such administrative service, to a maximum of 15 percent. It is the understanding of the Parties that the maximum of 15 percent will be applied to any one sabbatical **leave** but credit for unused years of administrative service may be carried forward to a subsequent sabbatical **leave**.

31A.03

Sabbatical leave may be granted subject to:

- a) satisfactory arrangements being made to carry on the work of the Academic Department (or Faculty where no Academic Department exists) concerned;
- b) the nature of the faculty member's proposal for the utilization of the sabbatical leave and the extent to which the proposal conforms to the purposes of sabbatical leave as set out in Article 31A.01, and the probability of successful implementation.

31A.04

Faculty members on sabbatical leave are expected to make effective use of such leave. The faculty member is expected to return to his/her normal duties on completion of the leave; on application made to the President, this requirement may be waived in the case of hardship or when substantial professional advancement would be denied.

31A.05

Normally, sabbatical leave shall be taken without interruption starting on July 1 or January 1, or as otherwise approved by the University of New Brunswick.

31A.06

Applications for sabbatical leave shall be directed to the Dean no later than **February 1 for sabbatical leaves commencing January 1 of the subsequent academic year and no later than October 1 for sabbatical leaves commencing July 1 of the subsequent academic year**. Applications received with less notice may be considered in exceptional circumstances. Applicants for

sabbatical leave shall be evaluated by the Assessment Committees as set out in Article 25.

- 31A.07 Applications for sabbatical leave shall be supported by a description of the work planned by the faculty member for his/her leave, including the activities to be undertaken, the location or locations where the activities will be carried out, any fellowship or travel grants applied for or received and such other reasonable information as the University of New Brunswick may require. (Such other reasonable information may include, where applicable, written confirmation that any facilities essential for the successful completion of the planned work will be made available to the faculty member by the institutions or organizations in which the work is to be undertaken.)
- 31A.08 The University of New Brunswick shall inform faculty members of its decisions with respect to applications for sabbatical leave at least six (6) months prior to the date of commencement of the leave, or such shorter period as the normal application time was not met by the faculty member.
- 31A.09 Upon notification of sabbatical leave approval, a faculty member may apply to the University of New Brunswick for a portion of the sabbatical salary, **if any**, to be awarded as a research grant and/or removal expense allowance. The University of New Brunswick will report such grants in accordance with the income tax laws and regulations.
- 31A.10 A faculty member who wishes to withdraw an approved sabbatical leave or an application pending approval shall so indicate in writing to the Dean, normally no later than three (3) months prior to the proposed commencement date for the leave. In such cases, it shall be the faculty member's responsibility to re-apply for sabbatical leave in a subsequent academic year.
- 31A.11 Subject to Articles 31A.12 and 31A.13, it is expected that a faculty member will take a sabbatical leave once it has been approved.
- 31A.12 In the event of personal hardship, or for sound academic reasons, a faculty member may request (in writing to the Dean) deferment of application for sabbatical leave or of an approved sabbatical leave for up to one (1) year. In such cases, it shall be the faculty member's responsibility to **re-apply** for sabbatical leave in the following academic year. This one (1) year deferment shall be counted as service towards the next sabbatical leave.
- 31A.13 The University of New Brunswick may defer a requested sabbatical leave for up to one (1) year in the event the faculty member's services are required by the University of New Brunswick during the period of time planned for the leave. Such deferment shall be counted as service towards an application for a subsequent leave, which if approved, shall not be deferred. The University of New Brunswick shall inform faculty members of such deferral not less than three (3) months prior to the approved commencement date of the leave. With the agreement of the faculty member, the University of New Brunswick may defer an approved sabbatical leave with notice of less than three (3) months prior to the approved commencement date. The University of New Brunswick shall compensate faculty members for all bona fide expenses incurred by the faculty members in connection with the leave deferred at the request of the University of New Brunswick.
- 31A.14 All faculty members on sabbatical leave shall receive full benefits according to the provisions of Article 35.

- 31A.15 Faculty members on sabbatical leave shall receive all increases in their nominal salary and benefits on the same basis as other faculty members who are not on sabbatical leave.
- 31A.16 A faculty member returning from sabbatical leave shall submit to the Dean, within three (3) months of his/her return, a written report on the results of his/her research and scholarly work and action taken to improve academically and professionally during the sabbatical leave period. Such report shall be placed in the faculty member's Official File.
- 31A.17 Faculty members are encouraged to apply for external fellowships for their sabbatical leave. If such external fellowships are awarded, a reduction in the University of New Brunswick support shall not be made. Any other employment income received by the faculty member may be added to the sabbatical salary (including sabbatical research or travel grants) received from the University of New Brunswick, provided the total does not exceed the sum of the nominal salary and additional bona fide expenses arising from the sabbatical leave. If the total employment income exceeds this sum, it shall be reported by the faculty member to the appropriate Vice-President and the sabbatical salary paid by the University of New Brunswick shall be reduced accordingly.
- 31A.18 When special circumstances (such as orderly departmental workload planning or other sound academic reasons) warrant it, sabbatical leave may be granted by the University of New Brunswick up to one (1) year in advance of a faculty member's completion of the required years of service. In such cases, the period of advancement will be added to the required years of service for the faculty member's eligibility for his/her subsequent sabbatical leave.

Article 31B **SABBATICAL LEAVES FOR INSTRUCTORS AND LIBRARIANS**

- 31B.01** In recognition of the fact that instructors and librarians are required to continue to develop as scholars and professionals throughout their careers, a system of sabbatical leaves shall be maintained. Tenured instructors and librarians shall be eligible for sabbatical leave in accordance with the provisions of this Article. Such leaves are intended to be used by tenured instructors and librarians for academic and professional renewal and enhancement through study, scholarship, writing or other activities, leading to increase of their knowledge, furtherance of their scholarship, and other enhancement of their ability to contribute to the University on their return.
- 31B.02 **Tenured** instructors and librarians shall be eligible, upon application to the University of New Brunswick, for consideration for **sabbatical** leave as follows:
- a) after six (6) years of full-time service at the University of New Brunswick, one (1) year's leave at 85 percent of regular salary, or
 - b) after six (6) years of full-time service at the University of New Brunswick, six (6) months' leave at 100 percent of regular salary, or after three (3) years of full-time service at the University of New Brunswick, six (6) months' salary at 85 percent of regular salary, or
 - c) **after three (3) years of full-time service at the University of New Brunswick, six (6) months' salary at 85 percent of regular salary.**
 - d) **For the purpose of counting credit toward sabbatical:**

When a probationary appointment or a return to full-time service following a sabbatical leave commences during the first six (6) months of an academic year, the period of such full-time service shall be considered to have commenced on July 1 of that academic year.

When a probationary appointment commences during the last six (6) months of an academic year, the period of such full-time service shall be considered to have commenced on July 1 of the following academic year.

When a return to full-time service following a sabbatical leave commences during the last six (6) months of an academic year, the period of such full-time service shall be considered to have commenced on January 1 of that academic year.

- e) **Subject to Articles 31B.10 to 31B.14 inclusive, normally an instructor or librarian will take sabbatical leave either in the seventh academic year in the case of (a) and (b) above or in the fourth academic year in the case of (c) above, following the start of each full-time service eligibility period. Deferral or advancement of normal sabbatical leave shall operate, as appropriate, to decrease or increase the service period specified in (a) to (c) above, in accordance with (d).**
- f) **An instructor who has completed a minimum of three (3) consecutive current years of administrative service as Chairperson of an Academic Department shall be entitled to a supplementary sabbatical salary for sabbatical leaves taken pursuant to (a) or (c) above following the signing of this Agreement. The supplementary sabbatical salary shall be calculated at 3 percent of regular salary per year of such administrative service, to a maximum of 15 percent. It is the understanding of the Parties that the maximum of 15 percent will be applied to any one sabbatical leave but credit for unused years of administrative service may be carried forward to a subsequent sabbatical leave.**

31B.03 **Sabbatical leave** may be granted subject to:

- a) satisfactory arrangements to carry on the work of the Academic Department (or Faculty where no Academic Department exists), or Library concerned;
- b) the quality and relevance of the sabbatical proposal to the individual's responsibilities to the University of New Brunswick and the **probability** of successful implementation.

31B.04 Instructors and librarians on **sabbatical leave** are expected to make effective use of such leave. These Employees are expected to return to their normal duties on completion of the leave; on application made to the President of the University, this requirement may be waived in the case of hardship or when substantial professional advancement would be denied.

31B.05 Normally **sabbatical leave** shall be taken without interruption starting on July 1 or January 1, or as otherwise approved by the University of New Brunswick.

- 31B.06 Applications for **sabbatical leave** shall be directed to the Dean no later than **February 1 for sabbatical leaves commencing in January of the subsequent academic year and no later than October 1 for sabbatical leaves commencing July 1 of the subsequent academic year. Applications received with less notice may be considered in exceptional circumstances.** Applicants for **sabbatical leave** shall be evaluated by the Assessment Committees as set out in Article 25.
- 31B.07 Applications for **sabbatical leave** shall be supported by a **description of the work planned by the instructor or librarian for his/her leave, including the activities to be undertaken, the location or locations where the activities will be carried out, any fellowship or travel grants applied for or received and such other reasonable information as the University of New Brunswick may require. (Such other reasonable information may include, where applicable, letters of acceptance from any institutions or organizations in which study is to be undertaken or written confirmation that any facilities essential for the successful completion of the planned work will be made available to the instructor or librarian by the institutions or organizations in which the work is to be undertaken.)**
- 31B.08 The University of New Brunswick shall inform the instructors and librarians concerned of its decisions with respect to applications for **sabbatical leave** at least six (6) months prior to the date of commencement of the leave or such shorter period as the normal application time was not met by the Employee.
- 31B.09 Upon notification of **sabbatical leave** approval, an instructor or a librarian may apply to the University of New Brunswick for a portion of the **sabbatical leave** salary, if any, to be awarded as a research grant and/or removal expenses allowance. The University of New Brunswick shall report such grants in accordance with the income tax laws and regulations.
- 31B.10 An instructor or a librarian who wishes to withdraw a **sabbatical leave** application shall so indicate in writing to the Dean, no later than three (3) months prior to the proposed commencement date for the leave. **In such cases, it shall be the instructor or librarian's responsibility to re-apply for sabbatical leave in a subsequent academic year.**
- 31B.11 Subject to Article 31B.12 and 31B.13, it is expected that an instructor or librarian will take a **sabbatical leave** once it has been approved.
- 31B.12 In the event of personal hardship, or for sound academic reasons, an instructor or a librarian may request (in writing to the Dean) deferment of an approved sabbatical. In such cases, it shall be the instructor's or librarian's responsibility to re-apply for **sabbatical leave** in a subsequent academic year if he/she wishes to be so considered.
- 31B.13 In the event the services of the 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 instructors and librarians of such deferral not less than three (3) months prior to the approved commencement date of the leave. With the agreement of the instructor or librarian, the University of New Brunswick may defer an approved **sabbatical leave** with notice of less than three (3) months prior to the approved commencement date. The University of New Brunswick shall compensate **the instructor or librarian** for all bona fide

expenses incurred by them in connection with the leave deferred at the request of the University of New Brunswick.

- 31B.14 All instructors and librarians on **sabbatical leave** shall receive full benefits according to the provisions of Article 35.
- 31B.15 Instructors or librarians on **sabbatical leave** shall receive all increases in their nominal salary and benefits on the same basis as instructors and librarians who are not on **sabbatical leave**.
- 31B.16 An instructor or librarian returning from a **sabbatical leave** shall submit to the Dean, within **three (3) months** of his/her return, a written report on the results of his/her **scholarly work and action taken to improve academically and professionally** during the **sabbatical leave period**. Such report shall be placed in the Official File of the instructor or librarian concerned.
- 31B.17 Instructors and librarians are encouraged to apply for external fellowships for their sabbatical leave. If such external fellowships are awarded, a reduction in the University of New Brunswick support shall not be made. Any other employment income received by the instructor or librarian may be added to the sabbatical salary (including sabbatical research or travel grants) received from the University of New Brunswick, provided the total does not exceed the sum of the nominal salary and additional bona fide expenses arising from the sabbatical leave. If the total employment income exceeds this sum, it shall be reported by the instructor or librarian to the appropriate Vice-President and the sabbatical salary paid by the University of New Brunswick shall be reduced accordingly.**
- 31B.18 When special circumstances (such as orderly departmental workload planning or other sound academic reasons) warrant it, sabbatical leave may be granted by the University of New Brunswick up to one (1) year in advance of an instructor or librarian's completion of the required years of service. In such cases, the period of advancement will be added to the required years of service for the instructor or librarian's eligibility for his/her subsequent sabbatical leave.**

Article 32A COURT LEAVE

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

Article 32B PUBLIC OFFICE LEAVE

- 32B.01 Employees are free to seek elected office at the municipal, provincial or federal levels of government. Any Employee who is a candidate for, or is elected to such office shall be entitled to Public Office Leave as set out in this Article.

- 32B.02 Upon written request by the Employee to the Dean, the University of New Brunswick will grant a leave of absence with full pay, providing the Employee has successfully obtained a nomination as candidate, to campaign for elected office as follows:
- 22 days leave with pay to campaign for election to the Parliament of Canada;
 - 22 days leave with pay to campaign for election to the Legislature of New Brunswick.
- The application to the Dean shall include suggested arrangements to provide for the discharge of the Employee's duties and responsibilities while on leave.
- 32B.03 Leave with pay as set out in Article 32B.02, is available only for the first time an Employee is a candidate for each office. Such leave with pay shall not be available to an Employee who is on leave without pay.
- 32B.04 Upon election to the Parliament of Canada, the Employee shall be granted a full-time leave of absence without pay, subject to the limitations of Article 32B.06.
- 32B.05 Upon election to the Legislature of New Brunswick, the Employee will be granted leave of absence without pay for the period of time that the Legislature is in session. If the Employee accepts an office as a Minister of the Crown, full-time leave of absence without pay will be granted by the University of New Brunswick.
- 32B.06 Arrangements involving public office leave of absence without pay will normally hold for two (2) terms of public office or ten (10) years, whichever is longer. If the Employee continues to serve after the two (2) terms or after the ten (10) year period, the Employee may be required to resign his/her University of New Brunswick position.
- 32B.07 Subject to Article 32B.06, Employees on public office leave of absence without pay are entitled to return to their University of New Brunswick positions, without reduction in rank or salary; that is, their salary upon return shall consist of the total of their salary on leaving and all standard economic adjustments to which they would have been entitled if the time served in public office had been served in the bargaining unit.
- 32B.08 An employee elected to municipal office shall not be required to take leave of absence without pay providing the Employee can meet satisfactorily his responsibilities to the University of New Brunswick while holding elected municipal office.
- 32B.09 An Employee appointed to the Canadian Senate, or to a Royal Commission shall be granted leave without pay for a maximum of ten (10) years and such leave shall be subject to the terms of this Article.

Article 32C SPECIAL LEAVE

- 32C.01 Special Leave may be with or without pay and includes all leaves of a type not specified in other Articles of this Collective Agreement.
- 32C.02 Special Leave, with or without pay may be granted by the University of New Brunswick to an Employee at any time for any period of time. For Special Leave of less than five (5) days, application shall be made to the Chairperson or in

Faculties without Departments, to the Dean. For special leave of five (5) days or more, application shall be made to the Dean.

- 32C.03 Applications for leaves without pay for a period of six (6) months or more shall be made in writing to the Dean or Director of Libraries (Fredericton) and shall require the approval of the Vice-President (Academic) or the Vice-President (Saint John) and the President and the Board of Governors. Applicants for leaves without pay of six (6) months or more shall be evaluated by the Assessment Committees as set out in Article 25.
- 32C.04 Applications for leave without pay for six (6) months or more shall be directed to the Dean or Director of Libraries (Fredericton) no later than nine (9) months before the date of commencement of the desired leave. Applications received with less notice may be considered in exceptional circumstances.
- 32C.05 Normally, a leave without pay for six (6) months or more shall be taken without interruption starting on July 1 or January 1, or as otherwise approved by the University of New Brunswick.
- 32C.06 The University of New Brunswick shall inform Employees of its decision with respect to applications for a leave without pay for six (6) months or more, at least six (6) months prior to the date of commencement of the leave, or such shorter period as necessitated by the approval of a late application under 32C.04. An Employee who wishes to withdraw an approved leave without pay for six (6) months or more shall so indicate in writing to the Dean, normally no later than three (3) months prior to the proposed commencement date for the leave. The University may deny the request if a contract has been offered for a replacement.
- 32C.07 Leave without pay shall not exceed two (2) consecutive years.
- 32C.08 An Employee granted a leave without pay shall continue to be a Member of the Bargaining Unit, and shall be entitled, at his/her option to maintain his/her membership in the University benefit plans. The benefit premiums are to be paid by the Employee.
- 32C.09 An Employee on leave without pay shall not normally accumulate credit toward tenure, promotion, or sabbatical. The nominal salary of such Employees shall be increased by any amount implemented by the University in accordance with the Collective Agreement, except the PTR adjustment if the leave is for non academic purposes and is for a period of more than six (6) months.

Article 32D INCOME PROTECTION – SHORT TERM SICK LEAVE

- 32D.01 Unless disabled and receiving benefits from the Long Term Disability Plan, an Employee shall be entitled to sufficient sick leave to provide full pay and benefits for the duration of an absence due to medically verifiable illness or injury, subject to the provisions of this Article. The maximum period for full pay and benefits shall be six (6) months (130 days) after which the Long Term Disability Plan benefits may begin.
- 32D.02 The Employee shall inform the Dean as soon as possible of his/her illness in order that adequate alternative arrangements can be made to fulfill the Employee's duties.
- The Employee shall also endeavour to keep the Dean informed of the latest medical opinion as to the likely duration of his/her illness.

- 32D.03 The Employee shall provide medical evidence verifying the illness upon request by the Dean.
- 32D.04 In cases of extended or frequent uses of sick leave, the University of New Brunswick may require a second medical opinion as to the Employee's condition in addition to the medical evidence provided by the Employee.

Article 32E MATERNITY LEAVE

- 32E.01 Upon request by a pregnant female Employee, the University shall grant maternity leave consistent in timing and duration with the *Employment Standards Act* of New Brunswick.
- 32E.02 The Employee will advise the Dean in writing of the expected date of delivery and of her intention to take maternity leave including the anticipated commencement date and duration of such leave as early as possible.
- 32E.03 For Employees on probationary, tenure track, tenured appointments, or for Employees in the second or subsequent years of a consecutive term appointment, the Employee's salary will be maintained at 95 percent of her regular weekly earnings for the period of her leave. The Employer will provide a supplementary employment benefit (SEB) which will make up the difference between the Employment Insurance (EI) benefits received and 95 percent of the Employee's nominal salary. The Employee is required to apply for the EI maternity leave benefit and must be eligible for the benefit for this plan to apply. Contributions to the benefit plans shall continue on the part of the Employee and the University on the basis of 100 percent of the salary. **Upon return to active employment following maternity leave, an Employee may elect to have the period of maternity leave recognized as pensionable service. Upon such election, the Employee and the University shall pay the required contributions based on the Employee's pensionable salary for the period of the maternity leave plus Credited Interest thereon.**

In any week, the total amount of benefits and earnings received by the Employee will not exceed 95 percent of the Employee's normal weekly earnings.

The Employee will be asked to submit her benefit stub to verify her receipt of EI benefits and other earnings.

An Employee on maternity leave will normally accumulate credit toward sabbatical leave, tenure and/or promotion. An Employee may request deferral of assessment for tenure and/or promotion in accordance with Articles 23A, 23B, 23C and 24A, 24B, 24C.

- 32E.04 No employee shall be eligible for supplementary employment benefits during the first academic year in which a term appointment is held. Any Employee holding a subsequent consecutive term appointment shall be eligible for supplementary employment benefits.

Article 32F PARENTAL LEAVE

- 32F.01 Upon request by an Employee,

- a) who is the biological parent of a newborn or unborn child, or
- b) who is adopting or has adopted a child,

the University shall grant parental leave consistent in timing and duration with the *Employment Standards Act* of New Brunswick. Subject to the *Act*, such leave may be taken wholly by one (1), or shared by two (2), employed parent(s). Where an Employee takes parental leave in addition to maternity leave pursuant to Article 32E, the Employee must commence the parental leave immediately on the expiry of maternity leave, unless the University and the Employee agree otherwise.

32F.02 The Employee will advise the Dean in writing of the expected date of delivery/adoption and of his/her intention to take parental leave including the anticipated commencement date and duration of such leave as early as possible.

32F.03 For Employees on probationary, tenure track, tenured appointments or for Employees in the second or subsequent years of a consecutive term appointment, the Employee's salary will be maintained at 95 percent of regular weekly earnings for the period of the leave. The Employer will provide a supplementary employment benefit (SEB) which will make up the difference between the Employment Insurance (EI) benefits received and 95 percent of the Employee's nominal salary. The Employee is required to apply for the EI parental leave benefit and must be eligible for the benefit for this plan to apply. Contributions to benefit plans shall continue on the part of the Employee and the University on the basis of 100 percent of the salary. **Upon return to active employment following parental leave, an Employee may elect to have the period of parental leave recognized as pensionable service. Upon such election, the Employee and the University shall pay the required contributions based on the Employee's pensionable salary for the period of the parental leave plus Credited Interest thereon.**

In any week, the total amount of benefits and earnings received by the Employee will not exceed 95 percent of the Employee's normal weekly earnings.

The Employee will be asked to submit her/his benefit stub to verify receipt of EI benefits and other earnings.

An Employee on parental leave will normally accumulate credit toward sabbatical leave, tenure and/or promotion. An Employee may request deferral of assessment for tenure and/or promotion in accordance with Articles 23A, 23B, 23C and 24A, 24B, 24C.

32F.04 No employee shall be eligible for supplementary employment benefits during the first academic year in which a term appointment is held. Any Employee holding a subsequent consecutive term appointment shall be eligible for supplementary employment benefits.

32F.05 For an Employee who takes both maternity and parental leave, the combined maximum shall be consistent in duration with the *Employment Standards Act* of New Brunswick.

Article 32G RETURN TO NORMAL DUTIES

Employees are expected to return to normal duties on completion of a maternity/parental leave for which they receive a SEB benefit. On application to

the President, this requirement may be deferred or waived in the case of hardship or when substantial professional advancement would be denied.

Article 33 RETRAINING LEAVE

- 33.01 The University of New Brunswick may offer an Employee leave of absence for retraining purposes. The duration of the leave and the percentage of salary paid, if any, shall be determined by the University of New Brunswick. Details of a retraining program and of the Employee's position upon his/her return shall be agreed upon in advance by the Employee and the University of New Brunswick.
- 33.02 The University of New Brunswick will consider full or partial payment of tuition, travel, and other related expenses incurred by the Employee during the retraining leave.
- 33.03 When retraining leave is offered by the University of New Brunswick as a result of application of the provisions of Article 28 or 29, the salary paid under the terms of Article 33.01 shall be not less than 75 percent of the Employee's normal salary for the duration of the leave up to one (1) year. The University of New Brunswick shall pay tuition, travel, and any other related expenses set out in Article 33.02 to a maximum of 25 percent of the Employee's salary. Salary and expenses to be paid during any subsequent period of retraining leave shall be determined by the University of New Brunswick.

Article 34 VACATION AND HOLIDAYS

- 34.01 Each Employee is entitled to paid vacation at the rate of twenty-two (22) days per year. Following ten (10) years continuous service the vacation entitlement shall increase to twenty-seven (27) days per year. There shall be no remuneration in excess of the annual salary in the event the Employee chooses to work through all or part of his or her vacation period. Vacation may be taken in one (1) or more parts. Vacation credits shall not accumulate during periods of leave without pay.
- 34.02 The time period between the end of one (1) regular academic year and the commencement of the next regular academic year is the period of time in which vacation entitlement will normally be taken. Vacation credits may be used during the regular academic year only if such vacation would, in the judgment of the Dean, not unreasonably interfere with the responsibilities of the Employee.
- 34.03 Employees shall arrange their vacation period(s) in consultation with their 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 one and one half (1½) and never exceed two (2) times the annual vacation entitlement. Such request shall not be unreasonably denied.

- 34.05 Vacation entitlement shall not be redeemable for its monetary value except in the event of death, in which case the value of unused vacation credits, including any approved carry over from the previous year, will be paid. In the event of termination, the Dean shall schedule earned vacation time prior to the effective date of termination.
- 34.06 In addition to paid vacation, the following shall be paid holidays for Employees:
- | | |
|-------------------|--------------------------------|
| Good Friday | Remembrance Day (except if it |
| Easter Monday | falls on a Saturday or Sunday) |
| Victoria Day | Christmas Eve |
| Canada Day | Christmas Day |
| New Brunswick Day | Boxing Day |
| Labour Day | New Years' Eve |
| Thanksgiving Day | New Years' Day |
- and any other day duly proclaimed as a New Brunswick or Canadian holiday.
- 34.07 In the event that any of Christmas Eve, Christmas Day, Boxing Day, New Year's Eve or New Year's Day fall on a Saturday or Sunday, a week day shall be designated as the holiday. The particular day shall normally be the Friday preceding or the Monday following the holiday. The Association will be advised of the holiday schedule.

Article 35 **FRINGE BENEFITS**

- 35.01 The University agrees to continue the fringe benefits under the plans set out in Article 35.03 and the cost sharing arrangements (if any) of these plans, and the eligibility of Employees for participation in these plans, on the same basis as on June 30, 1991.
- 35.02 Employees who retire from University service (on the basis of age or disability) under the terms of Articles 40.01(a) or 40.01(d) after having been employed continuously for five (5) years or more, shall receive a Retirement Allowance equivalent to five (5) days' pay for each full year of continuous full-time service at the University of New Brunswick, but not to exceed the equivalent of 125 days' pay. Credits toward the Retirement Allowance shall not accumulate during periods of leave of absence without pay. No Retirement Allowance shall be granted to an Employee (a) who resigns, or (b) upon dismissal from University service in accordance with Article 42.
- If an Employee who is eligible to receive the Retirement Allowance dies while employed by the University, such Employee's surviving spouse shall be granted the Retirement Allowance which the Employee would have received if he/she had retired as of the date of the occurrence of the Employee's death. In the event that there is no surviving spouse, or at the discretion of the surviving spouse, the Employee's estate shall be granted the aforementioned Retirement Allowance.
- 35.03 Details of the following fringe benefit plans are available from the Department of Human Resources and Organizational Development:
- Group Dental Insurance Plan
 - Group Life Insurance Plan
 - Group Health Insurance Plan

Group Long term Disability Plan
Group Accident Insurance Plan

- 35.04 Changes of any kind in the coverage of any of the fringe benefit plans or eligibility of Employees for participation in those plans shall only be made with the explicit prior agreement of the Association.
- 35.05 The University of New Brunswick agrees to continue the Fringe Benefits Review Committee. The Association appoints two (2) representatives to this committee.
- 35.06 Employees who are laid-off under the provisions of Article 30 shall, in addition to any benefits continuation or conversion privileges which may apply to Employees who resign, be eligible for participation in the University's Group Health Insurance Plan and/or Group Life and Family Protection Insurance Plans at their sole expense, for the duration of the recall period or until they obtain full-time employment elsewhere, whichever is shorter. Such employment shall be reported, not later than 15 days after its commencement, to the University of New Brunswick.
- Tuition Benefits
- 35.07 a) The University of New Brunswick shall waive tuition fees for up to two (2) full UNB credit courses (twelve credit hours) each year (September 1 - August 31) for Employees.
- b) The University of New Brunswick shall reduce tuition fees by 50 percent for all UNB degree credit courses taken by the spouse or 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.
- c) For programs with enhanced tuition fees such as cost recovery programs, the tuition fee waiver/reduction referred to in Articles 35.07(a) and (b) shall be based upon the regular tuition fee for an undergraduate degree program in that faculty.

Article 36A SALARY STRUCTURE

- 36A.01 An Employee's total remuneration shall consist of the Employee's salary and applicable stipends paid in accordance with Article 36B.
- 36A.02 There shall be salary floors for each rank and classification as set out in Article 36B. No Employee shall be paid a salary below the salary floor for that Employee's rank or classification. Any salary ceilings shall be as set out in Article 36B.
- 36A.03 The salaries of Employees as of June 30 shall be increased effective July 1 by any adjustments made in accordance with Articles 36A.04(a), 36A.04(b) and/or 36A.04(c).
- 36A.04 Adjustments to salaries shall consist of one (1) or more of the following components:
- a) Economic Adjustment (EA): All salaries, salary floors and any salary ceilings for each rank and classification shall be increased by the EA as set out in Article 36B.

- b) Progress Through the Ranks (PTR) Adjustment: PTR is the amount set out in Article 36B, by which salaries are further increased subject to the following conditions:
- (i) PTR is applied after the Economic Adjustment has been made;
 - (ii) salaries at or above any ceiling are not increased by the PTR;
 - (iii) salaries may not be increased above any ceiling by application of the PTR increase;
 - (iv) PTR may only be withheld for just and sufficient cause as an appropriate penalty in a disciplinary action.
- Written notification of such withholding shall be given prior to April 30 of the preceding academic year together with reasons and with a copy to the Association.
- c) Promotional Adjustment: An Employee's salary after promotion shall not be less than the floor of the new rank or classification. If after the Economic Adjustment and the Progress Through the Ranks adjustment, an Employee's salary falls below the floor of the new rank or classification, then a further adjustment shall be made to bring the Employee's salary up to the floor of the rank or classification. This adjustment shall be known as a promotional adjustment.
- d) Market Differential Adjustment: Market differential adjustments shall be administered by the Adjustment Committee under the provisions of this Collective Agreement.
- e) President's Discretionary Adjustment: There shall be an amount as set out in Article 36B for distribution as Presidential Discretionary Adjustments to Employees, or to persons accepting appointments to positions in the Bargaining Unit, by the President at his/her sole discretion.

36A.05

Merit Awards:

There shall be a Merit Award Fund of an amount set out in Article 36B.03. This sum shall be distributed to Employees on the basis of merit by the University of New Brunswick. Each award shall be paid as a lump sum and shall not become part of the recipient's salary. At the request of the recipient, an equivalent sum may be paid on a T4A basis as a research grant for personal professional development. The disposition of the awards shall be published in *University Perspectives* following their approval by the Board of Governors. There shall be no grievances arising from the disposition of the merit awards insofar as the disposition is not in conflict with this Collective Agreement. Prior to making their nominations for merit awards, the Deans shall ask for suggestions from the academic departments and the libraries for which they are responsible.

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 ten (10) days of acceptance of that offer by the candidate.
- 36A.09 Salary offers shall be in terms of the salary scales in effect at the time the offer is made. If the appointment begins in a period beyond the stated duration of this Collective Agreement, the offer shall state that the salary is subject to the Economic Adjustment (EA) and, if applicable, any Progress Through the Ranks (PTR) adjustment negotiated between the Association and the University of New Brunswick. In such cases, the offer may state a reasonable guaranteed minimum. The PTR adjustment is applicable in all cases except when no experience credit is being granted for the Academic Year prior to the Academic Year in which the appointment takes effect. The offer shall indicate whether the EA and PTR adjustments are both applicable or whether only the EA is applicable.
- 36A.10 Employees whose appointment is effective prior to April 1 shall receive a PTR adjustment on July 1 following. Employees whose appointment is effective April 1 or after shall not receive a PTR adjustment on July 1 following unless they have been granted credit for previous experience for the Academic Year in which they were appointed.
- Adjustment Committee:
- 36A.11 There shall be established, within 20 days of the signing of this Collective Agreement, an Adjustment Committee, consisting of two (2) Employees appointed by the Association, two (2) full-time Employees of the University of New Brunswick appointed by the President of the University, and the Vice-President (Academic) or his/her designate acceptable to the Association who shall chair the Committee. Each Party shall, in addition, name one (1) alternate and the Vice-President (Saint John) shall be the alternate for the Vice-President (Academic), in order that the Committee shall have the ability to meet on short notice with a quorum consisting of a full complement of four (4) persons (i.e. two (2) persons representing each Party) and the 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 five (5) days from the date of receipt by the Committee. If the Committee cannot comply with this time period and an offer must be made, the President will consult with a representative of each Party on the Committee and may proceed with the offer of appointment. In this case, the Committee shall be advised of the details of the consultation and of the Market Differential Component that was offered.

- 36A.13 A Market Differential Component shall be recommended by the Adjustment Committee only when one is necessary to recruit persons who are in a market differential occupation. A market differential occupation is one in which a salary premium is necessary to recruit persons with well defined qualifications in the face of competition in the Canadian academic market taking into consideration salaries paid to individuals of comparable qualifications, experience and levels of accomplishment at other selected Canadian universities. Particular qualifications, including particular types of required experience and/or outstanding merit of an individual shall be within the realm of the President's Discretionary Fund.
- 36A.14 A Market Differential Adjustment may be recommended by the Adjustment Committee only when one is necessary to maintain staffing in a market differential occupation.
- 36A.15 When the Adjustment Committee has arrived at a tentative Market Differential Adjustment recommendation concerning an Employee, the 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 ten (10) days from the date of invitation. Any such submissions shall be considered by the Adjustment Committee before reaching its final recommendations. The Adjustment Committee shall convey its final recommendations to the President.
- 36A.16 The Adjustment Committee shall monitor all Market Differential Components and Adjustments identified in accordance with Article 36A.13 and Article 36A.14 and shall recommend appropriate changes to the President. These recommendations shall be made at least once every **three (3)** years. When a reduction in the Market Differential component or adjustment is determined then the Employee's salary shall be "red circled". Red circling shall mean that either no PTR adjustment, or only part thereof, shall be made until the required reduction has been achieved.
- 36A.17 The President shall implement the recommendations of the Committee concerning the Market Differential Component of Article 36A.13 and the Market Differential Adjustment of Article 36A.14. Subject to the limit as specified in Article 36B.04. There shall be no grievances arising from the implementation of the recommendations of the committee insofar as the recommendations are not in conflict with this Collective Agreement.
- 36A.18 The Committee shall determine its own procedures which shall be just and reasonable. The criteria for Market Differential Components and Market Differential Adjustments shall be those of Articles 36A.13 and 36A.14 respectively.
- 36A.19 The Association shall be notified of the names of the recipients of all Market Differential Components and Adjustments, and President's Discretionary Adjustments and components, and the amount of each. Upon request the Association will be provided within a reasonable time with reasons for any adjustments made from the President's Discretionary Fund. Such notification shall be directed to the President of the Association, and any information contained therein which has the effect of revealing individual salaries shall be held in confidence by him/her.

Article 36B SALARY SCALES, SALARY ADJUSTMENTS, AND STIPENDS

36B.01 The stipend for teaching by Employees in Extension, Summer Session, Spring Session (UNBSJ) or Intersession, where such teaching is not part of their individual teaching load in accordance with Article 19, shall be at the rate of 16 percent of the salary floor of the rank of Assistant Professor (as of May 1 of each year) for a three (3) hour per week full year degree credit course, or its equivalent.

36B.02 Administrative stipends shall be paid to Chairpersons at the rate of 0.61 percent of the current salary floor of the rank of Assistant Professor times the full-time faculty member establishment (rounded upward) of the department concerned on July 1 of the academic year concerned. Such stipends shall range from a minimum stipend of 4.0 percent to a maximum stipend of 14.0 percent of the current salary floor of the rank of Assistant Professor. Chairpersons shall also be entitled to a reduction in individual teaching load as set out in Article 19A.12 and to a supplementary sabbatical salary as set out in Article 31A.02(f).

Administrative Stipends shall be paid to the following positions at the rate of 4.0 percent of the current salary floor of the rank of Assistant Professor:

Head, Technical Services
 Head, Engineering Library
 Head, Reference
 Head, Collections Development
 Head, Documents, Data and Maps
 Head, Public Services
 Head, Law Library
 Head, Cataloguing
 Head, Science & Forestry Library
 Head, Bibliographic and Collection Services (UNBSJ)
 Head, Access and Research Services (UNBSJ)

Chairs of Departments or Heads in Libraries may apply to the University of New Brunswick for a portion of the stipend to be awarded as a research grant. The University of New Brunswick will report such grants in accordance with the income tax laws and regulations.

The Parties recognize the extra time and effort required in providing courses in locations other than the campus to which an Employee is appointed. In addition to the normal travel expenses the following shall be provided: A supplement of one-half of the related teaching stipend will be provided to faculty members appointed to teach degree-credit courses at off campus locations using the normal format of one (1) trip per week of class session. For such courses which follow a different schedule but include some travel to off campus locations, the travel differential will be pro-rated per trip based on the maximum supplement of one-half of the related teaching stipend.

A supplement of one-half of the teaching stipend will be provided to faculty members who are appointed to teach degree-credit courses for the first time via teleconferencing or videoconferencing.

The equivalent of a teaching stipend will be paid to faculty members for the development of new courses for the Open Access Learning Program and for substantial revisions to such courses a partial stipend will be provided, pro-rated depending upon the extent of the revision required. The stipend (or a pro-rated

one) will be paid in cases where the duties are in addition to the normal workload.

- 36B.03 In each academic year, there shall be a Merit Award Fund of not more than 120 percent of the current salary floor of the rank of Assistant Professor to be awarded as merit awards in accordance with Article 36A.05.
- 36B.04 In each academic year, there shall be an amount of not more than 250 percent of the current salary floor of the rank of Assistant Professor to be administered as Market Differential Adjustments in accordance with Article 36A.
- 36B.05 In each academic year, there shall be an amount of not more than 120 percent of the current floor of the rank of Assistant Professor to be administered as President's Discretionary Adjustments in accordance with Article 36A.
- 36B.06 By mutual agreement of the Parties, the amounts specified in Articles 36B.04 and 36B.05 may be varied.
- 36B.07 Economic Adjustment (EA):

The two Parties have negotiated collective agreements since 1982 that have contained salary and salary scale adjustments related to the Consumer Price Index (CPI). The Parties have also been tracking the results of these adjustments by comparing the average salaries at UNB (as reported to Statistics Canada) to a comparable group of 13 Canadian Universities.

The Parties agree that it is desirable to maintain a competitive position on the national market in order to attract and retain quality faculty in the academic staffing of the University programs. The comparison group of Canadian universities for purposes of defining a competitive salary was selected as being similar in size and scope of programs to UNB and include: Memorial, Dalhousie, Carleton, McMaster, Ottawa, Queen's, Windsor, York, Manitoba, Saskatchewan, Regina, Calgary and Victoria.

In order to enhance planning in terms of academic programs, the Parties agree that it is desirable to maintain a salary model which provides a predictable salary bill over the lifetime of the collective agreement. To achieve this the Parties have agreed to fixed percentage increases for economic adjustment recognizing that these increases are meant to in part account for cost of living effects and the need to be competitive with the comparison group.

The following economic adjustments shall apply:

- a) on July 1, 2005 an increase of 3.25%
- b) on November 1, 2005 an increase of 1.00%
- c) on July 1, 2006 an increase of 2.25%
- d) on January 1, 2007 an increase of 1.25%
- e) on July 1, 2007 an increase of 2.25%
- f) on January 1, 2008 an increase of 1.25%
- g) on July 1, 2008 an increase of 2.50%
- h) on January 1, 2009 an increase of 1.25%

36B.08 Progress Through the Ranks (PTR) Adjustment:
 On January 1 of each year, beginning January 1, 1999, a PTR equal to (C-F)/60, where C represents the current salary ceiling of the rank of Professor and F represents the current salary floor of the rank of Assistant Professor and

On July 1 of each year, beginning July 1, 1999, a PTR equal to (C-F)/60, where C represents the current salary ceiling of the rank of Professor and F represents the current salary floor of the rank of Assistant Professor.

36B.09 Salary Floors and Ceilings:

	July 1, 2005
Instructor	41,850 - 53,403
Senior Instructor	49,591 - 82,670
Senior Teaching Associate	67,779 - 99,818
Lecturer	48,054 - 61,331
Assistant Professor	54,251 - 82,670
Associate Professor	67,779 - 99,818
Professor	84,024 - 121,925
Librarian I	41,850 - 51,029
Librarian II	48,054 - 61,331
Librarian III	54,251 - 82,670
Librarian IV	67,779 - 99,818
Research Associate	54,251 - 82,670
Senior Research Associate	67,779 - 99,818

Article 37 MOVING ALLOWANCE

37.01 Upon appointment or upon re assignment from one (1) campus to the other, in accordance with the provisions of this Collective Agreement, Employees shall be eligible for reimbursement of bona fide relocation expenses normally up to 15 percent of the current salary floor of the Assistant Professor. This limit may be increased in exceptional cases, only if approved, in writing and in advance, by the Dean and the Vice-President (Academic) or Vice-President (Saint John). The offer of appointment or offer of re-assignment shall make specific reference to this Article and shall state its application, if any, relative to the specific appointment or re assignment.

37.02 All bona fide relocation expenses may be claimed provided the approved limit is not exceeded, and provided the Employee submits a detailed statement and supporting receipts for approval by the Comptroller. 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 one (1) day at the original place of residence and for a reasonable period in Fredericton or Saint John may be claimed when supported by receipts provided the total cost of all relocation expenses charged to the University of New Brunswick does not exceed the approved limit.

37.03 An Employee who terminates his/her employment voluntarily, within two (2) years of the appointment, shall refund relocation expenses paid by the University of New Brunswick on a pro rata basis up to a maximum of one half of the paid expenses.

Article 38 INTELLECTUAL PROPERTY

38.01 Purpose

The purpose of this article is to encourage the creation of new knowledge and of scholarly and other creative works within the University of New Brunswick while maintaining high academic standards, to assist in the development and use of new forms of delivery for courses developed at the University of New Brunswick, to provide incentives to the academic staff to create such works and to participate in such programmes, to contribute to the public good by the useful application of creative knowledge to the social, economic and educational problems of society, to assist in the economic growth of New Brunswick and of Canada, to protect the interests of Employees and the University of New Brunswick, to protect the academic freedom of all those involved in the creative process, and to provide access to a grievance and arbitration procedure to settle disputes between Employees and the University of New Brunswick in this area.

38.02 Definitions

- a) For the purposes of this Collective Agreement, intellectual property means any product of research, scholarly or other creative activity, including curriculum development and instructional programming, which is the result of an Employee carrying out duties relevant to the creation and dissemination of knowledge as defined in Articles 16A, 16B and 16C as well as 17A and 17B, whether copyrightable or patentable. Intellectual property applies to all original scholarly, scientific, literary, dramatic, musical and artistic works and to recorded works. Such works include but are not limited to: scientific and engineering discoveries and inventions, industrial designs, architectural and engineering drawings, patents, trademarks, computer software and programmes, data bases, books, texts, articles, monographs, glossaries, bibliographies, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, choreographic works, cartographic materials, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs and other works of art.
- b) Technologically mediated instruction means any instructional activity, including but not restricted to lecturing, teaching, seminars, library and

laboratory instruction, which is delivered in part or in total using any electronic media but does not include the incidental use of slides, videos or other electronic aids to teaching in courses otherwise primarily delivered by non electronic means.

- c) In technologically mediated instruction, course content means the subject matter of the course or seminar and courseware means the set of tools and technologies needed to present course content.
- d) Creator means an individual or group of individuals who makes, conceives, reduces to practice, invents, or otherwise makes a substantive intellectual contribution to the creation of intellectual property.
- e) Edit means copy editing, content editing, formatting for delivery through technological means, developing an instructional design, or any other activity which modifies the format in which information is presented but does not substantially alter the intellectual content of the material, but not translations or the editing of critical scholarly texts.
- f) Normal University of New Brunswick resources means those resources, including but not limited to funds, facilities and support or technical personnel, which are usually and customarily provided to Employees in the course of their academic duties and include salary and benefits, office and laboratory space, library facilities and other information sources, ordinary access to computers, routine computer software and networks including normal email and Internet connections, routine use of workshops and other technical facilities and routine financial and administrative support functions. Funding specially targeted toward the development of intellectual property and extensive use of technician time for the creation of intellectual property are examples of resources above normal University of New Brunswick resources. The parties agree that in the case of technologically mediated courses offered by the University of New Brunswick, the University has contributed more than normal University resources for the purposes of Article 38.04 c).
- g) Net proceeds mean the net profit, if any, incurred in protecting or exploiting the intellectual property derived from licensing, sale or other commercialization of the intellectual property after deduction of all reasonable expenses including any payments to subsidiary copyright holders not covered by this agreement, payments to graduate students, and other direct University of New Brunswick expenses incurred in the evaluation, protection or exploitation of the intellectual property, including expenses for patent searches, obtaining patent protection and maintaining said protection in Canada and in other countries. University expenses do not include any expense incurred by the University of New Brunswick in mounting a legal challenge to the creator(s)' ownership claim of the intellectual property. All costs not budgeted of a non trivial kind (at least \$500) shall be disclosed by all parties to the agreement to the other parties within thirty days of the moment in time that a party becomes aware of such costs. Net proceeds includes cash, equity and other consideration which the University of New Brunswick or the Employee(s) may be reasonably entitled to receive, but have instead been directed to another party, including consideration directed by the Employee(s) to family members or corporations substantially controlled by the Employee(s) or a family member.

The payment of out of pocket expenses, travel expenses, speakers' honoraria and similar payments are not considered as income from commercial activity.

38.03

Ownership

- a) Except as otherwise specifically provided in this Article, the University of New Brunswick waives, disclaims and abandons any interest or claim to any intellectual property developed by Employee(s) through the use of normal University of New Brunswick resources or without the use of any University of New Brunswick resources other than the payment of salary and benefits, and therefore, agrees and undertakes to transfer to the creator(s) and hereby transfers to the creator(s) any and all rights in the copyrights, patents, industrial designs or trademarks created by them.

When intellectual property has been developed by the Employee(s) with the use of University of New Brunswick resources over and above normal University resources as defined above, the Employee(s) retains ownership of the intellectual property, unless an agreement is negotiated with the University of New Brunswick to share or transfer ownership.

- b) The University of New Brunswick, in keeping with longstanding academic custom, recognizes the ownership by the Employee(s) of copyright in traditional works of authorship such as textbooks, scholarly monographs and articles, works of non-fiction and fiction or artistic works such as dramatic works and performances, musical compositions and performances, visual works of art, sculpture and poetry, whether such works are disseminated visually, in print, or electronically, and lectures and these copyrights shall not be subject to the provisions of this Agreement pertaining to notification to the University of New Brunswick, commercialization, and revenue sharing in any form.
- c) Consistent with Article 21 on outside professional activities, if an Employee who is undertaking outside professional activities creates intellectual property but does not make appreciable use of University of New Brunswick resources other than payment of salary and benefits and complies with other applicable University policies, including those on professional responsibilities (Article 16), workload (Article 19), and the use of the University of New Brunswick's name (21A.03), the University does not assert intellectual property rights in works resulting from such activities, and such intellectual property shall not be subject to the provisions of this Agreement pertaining to notification to the University, commercialization, and revenue sharing in any form.
- d) The name "The University of New Brunswick" or abbreviations thereof and the logos of the University of New Brunswick or its component parts are trademarks and service marks of the University and are owned by the University.
- e) No Employee shall claim intellectual property rights in any University of New Brunswick administrative documents or administrative correspondence that may be produced by him/her or may be in his/her possession, or in the translation thereof. Where an Employee(s) develops a computer programme for the internal administrative use of the University of New Brunswick, the University shall own the copyright unless there is a written agreement with the Employee(s) to the contrary. Where the University of New Brunswick owns the copyright, the

University shall, at the written request of the Employee(s), grant the Employee(s) a license to use and to exploit the intellectual property without fee. An Employee(s) who is directly employed by the University of New Brunswick to edit a journal or magazine owned by the University, or to write a specific article for such a journal or magazine, shall not own any copyrights therein save and except for articles, reviews or literary pieces written by him/her.

- f)
 - (i) The University of New Brunswick shall take steps to prevent operators on the Internet from posting, without the written permission of the Employee(s), notes taken, or purported to have been taken, which are represented as giving some or all of the content of lectures given in courses offered by the University, and shall give every reasonable assistance to the Employee(s) to prevent publication, recording or broadcasting of lectures not authorized by the Employee(s) concerned, other than for the accommodation of disabled students according to the policies of the University. Where the University of New Brunswick pursues such cases, Employee(s) will give every reasonable assistance to the University.
 - (ii) The University of New Brunswick shall give every reasonable assistance to an Employee(s) who is the creator(s) of a technologically mediated course to prevent unauthorized use of the course and its teaching materials. The Employee(s) shall give every reasonable assistance to the University in any attempt by the University to prevent the unauthorized use of such a course and its teaching materials.

38.04

Commercialization

- a) The Employee(s) who is the owner of intellectual property is solely responsible for the decision to commercialize or not to commercialize such intellectual property.
- b) Employees agree to disclose to the Vice-President (Academic) or the Vice-President (Saint John) the intention to patent or to commercialize intellectual property, other than property specified in 38.03 b) and c), within one (1) month prior to filing of the patent application or intellectual property sale and shall affirm in writing at that time whether or not the discovery has been made or developed with the use of University of New Brunswick resources over and above normal University resources.
 - (i) In making the disclosure, the Employee(s) shall also warrant to the University of New Brunswick that he/she is the owner of the resulting intellectual property and that he/she is the creator, and shall disclose the circumstances under which the work was created, a description of the use of the University of New Brunswick's resources if any, and any financial or other relationship with a third party that might affect the University's rights in the work (e.g. third party funding agreements). The University of New Brunswick may, within one (1) month of receipt of the statement of the Employee(s), challenge in writing the assertion of the Employee(s) in regard to the use of the University of New Brunswick's resources, in which case the matter shall be settled by arbitration by a single arbitrator as detailed in Article 41. Failure by the University to challenge the

declaration of the Employee(s) within one (1) month shall constitute a waiver of any rights which the University of New Brunswick may have had in the intellectual property and its exploitation. If the Employee(s) fails to disclose the existence of a patent application or a process to commercialize intellectual property, other than property specified in Article 38.03 b) and c), it shall be understood that the University of New Brunswick maintains its rights under this Article until disclosure is made.

- (ii) In situations where it is determined that intellectual property has been developed with normal University of New Brunswick resources, the University has a right to negotiate an agreement with the Employee(s) to own and/or manage the intellectual property.
- c) When the intellectual property, other than that specified in 38.03 b) and c), has been developed with the use of University of New Brunswick resources over and above normal University resources, 38.04 c) (i), (ii), and (iii) below apply.
- (i) The Employee(s) recognizes that the request for resources from the University of New Brunswick over and above normal University resources may be considered as a decision to commercialize if the result is the development of intellectual property.
 - (ii) The Employee(s) shall enter into an intellectual property agreement with the University of New Brunswick specifying the share of net proceeds based on relative contribution which shall accrue to the University and the Employee(s) in the event that the intellectual property is commercialized. When the Employee informs the Vice-President (Academic) or the Vice-President (Saint John) in writing that he/she wishes to proceed with such an agreement, the University shall respond with a proposal within thirty days. In the absence of a proposal within this time period or of an agreement within a further thirty days, either party may refer the matter to a single arbitrator according to Article 41 of this Agreement within a further thirty days, and, in the absence of an agreement or a referral within the time limits, the fees, royalties or other income shall be shared so that the Employee (or his/her heirs, successors and assigns) receives 50 percent thereof and the University of New Brunswick 50 percent thereof. Access to arbitration shall only be available where the net proceeds in any one (1) year are more than 25 percent of the Assistant Professor floor.
 - (iii) In cases where fees or licenses for the use of third party material in the intellectual property are required, the Employee(s) shall provide the University of New Brunswick with a list of those intellectual property owners. The University shall be responsible for securing permission to use such properties but the Employee shall indemnify the University against any loss resulting from failure by the Employee to list the names of such subsidiary rights holders. The University shall prepare a standard form for use by the Employee in this context which shall include a clear statement in layman's language of the current state of Canadian

copyright law in regard to fair use and educational exceptions as they might apply to technologically mediated courses.

- d) Where an Employee(s) has decided to commercialize intellectual property produced with University of New Brunswick resources over and above normal University resources, the Employee(s):
- (i) shall grant to the University of New Brunswick a license to use the property, including the right to grant others the right to use the work;
 - (ii) shall either directly or through the agency of the Association establish with the University of New Brunswick a fee or royalty to be charged to third parties wishing to use the work; in default of such agreement within a time period of thirty days from the date of the request by the Employee(s), such fee or royalties shall be set by one (1) arbitrator who shall be named by the Association and by the University in accordance with Article 41;
 - (iii) if the license granted to the University of New Brunswick is not exclusive, shall not grant any other licenses at fees or royalties less than those paid by the University;
 - (iv) may waive any fee, royalty or other payment to the University of New Brunswick provided that such waiver shall be in writing and shall be limited to the occasion and the user or users specified in the said writing and a copy provided to the Association.
- e) Where the Employee(s) has granted a license to the University of New Brunswick or otherwise transferred intellectual property rights to the University, the University shall ensure that:
- (i) the work is not distorted, mutilated or otherwise changed without the written consent of the creator(s);
 - (ii) the work is not put to any use that is not in keeping with the purposes for which it was produced;
 - (iii) the creator(s)' name(s) shall be associated with the work as author or inventor, if reasonable in the circumstances;
 - (iv) the work shall not be used in association with any commercial activity or any cause or institution without the permission of the creator(s);
 - (v) the provisions of f) below are fully respected, and the University of New Brunswick shall not enter into any agreement with a third party which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of an Employee(s) as set out in Article 38 of this Agreement, without the written consent of the Employee(s).
- f) An Employee(s), believing his/her work to be unsatisfactory for a proposed use due to dating, the development of new knowledge, the need to correct errors of fact or to maintain technological currency, or for other good reason, may require the work to be amended or may require that its use be withheld provided that the Employee(s) may not require

such amendments or withholding within one (1) year of the delivery of the intellectual property to the University of New Brunswick. The University has the right to challenge the bona fides of the Employee(s)' decision. Any dispute as to the bona fides of the Employee's position shall be settled by a single arbitrator pursuant to Article 41.

g) Severability

- (i) Where more than one (1) right holder has an interest in an intellectual property, each right holder may exercise his/her rights with respect to his/her contribution, provided that it is severable;
- (ii) A contribution is severable for this purpose if it could be erased without undermining the value of other contributions to the same intellectual property, or it could be replaced in the intellectual property by another contribution by someone else;
- (iii) Where an intellectual property involves non severable contributions by more than one (1) rights holder, any reference to permission by the rights holder shall be deemed to mean the unanimous permission of all such rights holders.

h) The University of New Brunswick agrees that it shall not enter into any agreement to sub contract work or responsibilities already undertaken or possessed by the University and Employee(s) (faculty, librarians and instructors) without securing to the Employee(s) who may be seconded to or employed by the sub contractor all the rights, privileges and benefits accorded to them in this Article of this Collective Agreement, nor shall the University enter into any agreement to create a consortia involving universities, government departments or agencies, private companies or non profit bodies for the purposes of research or development or commercial exploitation without securing to the Employee(s) who may be seconded or employed by such bodies, all the rights, privileges and benefits accorded by this Article.

- (i) The use of the University of New Brunswick's name, trademarks, service marks and logos may not be used in advertising, personal publicity or product promotion which purport to represent the University or to speak for it without the prior written approval of the Vice-President (Academic) or his/her designate, or Vice-President (Saint John) or his/her designate. Nevertheless, members of the bargaining unit may identify themselves, as per Article 21A.03, by stating the nature and place of their employment and their rank and title in their publications and when engaged in outside professional activities. The name of the University of New Brunswick shall not be used without mutual agreement in connection with intellectual property in which the University of New Brunswick has no interest.

38.05

Non-Commercial Use and Distribution

- a) The Employee(s) shall grant to the University of New Brunswick a non-exclusive, royalty free, irrevocable, indivisible, and non-transferable right to use, solely for its internal use, any patentable, patent pending or patented invention, device, equipment or process, industrial design, computer program, recorded work such as films, CD-ROMS or videos (except where the computer programmes or recorded materials

encapsulate a course or part of a course given by the University of New Brunswick), including associated documentation used in the patenting process where applicable, when such device, equipment or process or industrial design or computer programme or recorded material such as films, CD-ROMS or videos, has been invented with the use of the University's funds, facilities, support or technical personnel, whether using normal or additional University resources. Such right shall not include the right to transfer, or to commercially exploit any product or process except as provided in this Agreement, and shall remain in force if the Employee(s) ceases to be in the employ of the University of New Brunswick. The University shall ensure that the moral rights of the Employee(s) are respected in any use made of the computer programmes or recorded materials.

- b) Employees agree to waive any claim for monetary compensation, other than direct out of pocket expenses, arising out of intellectual property claims in relation to teaching or lab manuals, technologically mediated courseware, course notes produced internally as part of their workload, provided that such materials are sold only within the University of New Brunswick at a price set to recover direct costs (i.e. paper, bindings, time of support staff, duplicating costs, distribution costs, and associated required taxes but not honoraria or other similar payments) or less. If the University sells at a price higher than direct costs or sells to the general public, then the University shall pay to the Employee(s) who holds the intellectual property rights in such works a ten (10) percent fee on all such sales unless an alternative contract is signed by the Employee(s) and the University. The University of New Brunswick shall not authorize another university or subsection thereof or any other body or person to use such works without a prior written agreement with the Employee(s) who is/are the creator(s) which, inter alia, stipulates the royalties to be paid to the creator(s), and shall provide the Association with a copy of any such agreement within two (2) weeks of signing. The fee may be paid to the Departmental unit if such an agreement is made and signed with the relevant Employee(s).
- c)
 - (i) Employees have the right to use and to copy all intellectual property created by them, including recorded course content and courseware they develop or create, in the course of teaching or research at the University of New Brunswick. This includes the right to make changes to the work and the right to distribute such works, without payment of any copyright fees to the University or any third party licensed by the University, to its students, faculty and other University personnel for teaching, research, academic review and other non commercial University purposes.
 - (ii) With respect to course content and courseware in technologically mediated instruction, see Article 38.07.

38.06

Web Sites

- a) When an Employee(s) develops a web site, **other than an official administrative web site**, whether professional or personal on the University of New Brunswick server, the Employee(s) retains intellectual property rights in that web site and in any materials on that web site created by the Employee(s). The University may not alter or cause to be altered or erase or cause to be erased any material on the web site without the written agreement of the Employee(s) except that the

University may require that materials be removed from the site if the contents violate the laws of Canada, constitute a threat to public health or safety, or violate any article of this Agreement provided that any disagreement between the University of New Brunswick and the Employee(s) over the interpretation or application of this Article may be referred by either party to a single Arbitrator as provided in Article 41. If the Employee(s) ceases to be in the employ of the University, the University may remove the Employee(s)' web site on the University server provided the University gives the Employee(s) thirty days notice in writing of its intentions.

- b) If a web site is created and maintained by the Employee(s) on a server other than the University of New Brunswick server and without any direct costs to the University for its creation and maintenance other than payment of salary and benefits to the Employee, the Employee retains intellectual property rights in that web site and in any materials on that web site created by the Employee(s). He/she shall not represent the site as being sponsored or approved by the University of New Brunswick nor use the name of the University other than as permitted under Article 21A.03, and the University shall not interfere or attempt to interfere in any way with the material on the web site or impose any sanctions or attempt to impose any sanctions of its own on the Employee(s) arising from such material except to enforce 38.03 f), (i). Nothing in this Article shall be deemed to inhibit in any way the right of the University or any of its Employees to take legal action against an Employee(s) arising from material the Employee(s) has put on his or her web site.

38.07

Intellectual Property Rights Associated with Technologically-mediated Courses

- a) Where any credit or non-credit courses approved for instruction by the University of New Brunswick are delivered as technologically mediated courses, as described in Article 38.02 and elaborated on in Article 39, the University recognizes that the Employee(s) involved in the creation of such courses are the sole holders of the intellectual property rights in the course content created by them for such courses.
- b) Employee(s) are the sole holders of intellectual property rights in any courseware or teaching materials created by them for a technologically-mediated course, subject to the provisions in this Article in regard to teaching materials offered in any other course by the University of New Brunswick.
- c) The University of New Brunswick shall not sell or rent to a third party a technologically-mediated course created by Employee(s) without the written permission of the Employee(s). A copy of such an agreement shall be sent by the University to the Association within two (2) weeks of signing.
- d) An Employee(s), while in the full-time employment of the University of New Brunswick, shall not create or offer to create for another educational institution, agency or body a technologically-mediated course which is substantially the same as a course offered by the University without a signed agreement with the relevant Dean. The Dean is expected to consult with the relevant Department Chair prior to approval, where Departments exist within Faculties.

- e) An Employee(s) shall not sell, assign or otherwise dispose of their rights in technologically-mediated courses developed for the University of New Brunswick to a third party without protecting the rights of the University as specified in this Article 38.07. The Employee(s) may make written application to the Vice-President (Academic) or his/her designate to dispense with this requirement for such reasons as to the University seem fair in the circumstances. In the event that the decision on the application of the Employee(s) is not made within one (1) month of the receipt of such application, the Employee is deemed to have received the dispensation requested.
- f)
 - (i) An Employee(s) may, without seeking permission or paying copyright fees to the University of New Brunswick or to a third party licensed by the University, reuse or repurpose course content and course materials developed in connection with a technologically-mediated course for articles, conference presentations, textbooks and other derivative creations.
 - (ii) Notwithstanding 38.07 d) and e) above, the Employee(s) may make course content and courseware developed for a technologically-mediated course freely available for noncommercial academic or scholarly use, without the permission of the University of New Brunswick and without payment of copyright fees to the University or a third party licensed by the University, to recipients who agree in writing that they will not make commercial use of the material so long as the University's name is not used, without permission in writing, in connection with works so made available, other than to identify the Employee(s) as a member of the academic staff at the University.
- g) The University of New Brunswick may, at its expense, tape record and/or video courses in whole or in part, copy course materials whether traditional or technologically-mediated, or transform course materials into other formats solely for the purpose of accommodating disabled students of the University according to regulations established by the University. The University may not charge the students a fee for such services other than to recover the direct costs of duplicating or copying. Such materials shall not be used by the University for any other purpose, and any videos or other electronic copies of courses, in whole or in part, shall be erased within three (3) months of the end of the term in which the materials were used unless otherwise agreed in writing by the Employee(s).
- h) When an Employee(s), who has created a technologically-mediated course, ceases to be in the employ of the University of New Brunswick
 - (i) the University of New Brunswick may, at its discretion, enter into an agreement with the Employee(s) to license the University of New Brunswick for one (1) year only and for a fee to allow the Employee(s), or another member of the bargaining unit under the supervision of the Employee(s), to deliver the same course for one (1) academic year after the termination of employment. Such agreement shall not be unreasonably withheld by the Employee(s). If the University decides not to exercise this option, it may request another member of the bargaining unit to develop a course in the same area of expertise, but such a course shall be based on new academic content, and may not

use recorded material developed by the original faculty member without the written permission of him or her.

- (ii) the Employee(s) may continue to use for teaching, research and other noncommercial purposes at another not for profit academic or research institution, all course content and courseware, including both institutional and non institutional course content and courseware, created or taught by the Employee(s) at the University of New Brunswick, provided the name of the University is not used in connection with the course content or courseware.
- (iii) a former Employee(s) may not transfer to a for profit institution any technologically mediated course developed for the University of New Brunswick without the written permission of the Vice-President (Academic) or his/her designate or the Vice-President (Saint John) or his/her designate.

38.08

Storage/Archiving

a) Rights and Responsibilities of the University of New Brunswick

- (i) The University of New Brunswick shall retain possession of all intellectual property created by an Employee(s) and transferred to it or licensed to it to be archived according to this Article and shall exercise reasonable care to ensure that such intellectual property is not damaged, erased, copied, amended or edited without the authorization of the creator(s).
- (ii) For the purposes of storage and library use, the University of New Brunswick may retain at its own expense, but without payment of royalties or other fees to the Employee(s) who is the creator, one (1) copy of any film, on line educational programme, video, CD-ROM, other equivalent electronic recording developed by an Employee(s) for a recognized educational programme of the University of New Brunswick but nothing in this article shall be construed as a waiver of any intellectual property rights by the Employee(s), other than as specified in this Article 38. Such copies shall include the copyright symbol and note on the copy the names of the copyright holders.
- (iii) The University of New Brunswick shall not loan or transfer a copy of the intellectual property of an Employee(s) to any third party outside the University academic community without the written permission of the Employee(s) who holds the property right, except for the purposes of library or inter library loan according to the regulations of the libraries of the University.

b) Deposits by an Employee(s)

- (i) Employees who deposit their own or other documents in the archives of the University of New Brunswick shall be bound by the rules and regulations of the archives in force from time to time in regard to the use and disposition of such documents.
- (ii) Nothing in this Article shall be deemed to require the University of New Brunswick to accept any deposits or donations of

documents to the archives although the University shall make every reasonable effort to provide such facilities for deposits, particularly those directly related to the history of the University and its academic and scientific work.

- (iii) Nothing in 38.08 a), (i) above shall be constituted as a waiver of any intellectual property right by the Employee(s) nor as permission to the University of New Brunswick or to any agent of the University to share that intellectual property without the written approval of the creator of the intellectual property.

38.09 Estates

- a) When an Employee or former Employee dies, his/her estate shall retain all his/her rights and responsibilities under this chapter of this Collective Agreement, unless the estate chooses to renounce such rights and transfers the rights and responsibilities in writing to the University of New Brunswick or to another party.
- b) The estate of an intellectual copyright holder shall, in the event that the copyright holder received public funds while at the University of New Brunswick or from the University for a specific research project which did not result in publication prior to death, allow unrestricted access to and quotation from papers, documents or research materials collected for the research project by the right holder to other members of the bargaining unit or to academic administrators of the University of New Brunswick, provided that such access shall not abrogate any existing publication contracts (viz. where a completed or virtually completed manuscript is in existence with a firm publication contract) and shall not abrogate legal responsibility to pay copyright fees where required by law.

38.10 Legal Protection

The Employee(s) agree to indemnify and save harmless the University of New Brunswick from any claim, action or cause of action for any reason whatsoever brought, threatened or made by any person relating to the intellectual property which the Employee(s) solely owns. Should any claim, action or cause of action for any reason whatsoever be brought, threatened or made by any person where the intellectual property rights are jointly owned, the liability to defend shall likewise be joint. Should a claim be advanced where the intellectual property right has been transferred to the University of New Brunswick, the liability to defend shall be that of the University and not the Employee although the Employee(s) shall give every reasonable support to the University for its defence. If the action against an Employee(s) arising from copyright materials owned or co-owned by an Employee(s) can reasonably be considered as an attack on the academic freedom of the Employee(s), the University shall support the Employee(s) involved in the case.

Article 39 TECHNOLOGICALLY MEDIATED INSTRUCTION

39.01 Purpose

Both the University of New Brunswick and Employees are committed to the development of technologically mediated instruction as a means of enhancing the ability of Departments and Faculties to offer their desired programmes. Both see the potential to enhance instruction for students by allowing for new and

different content, the potential for more personalized feedback or instruction, and the opportunity for more off-campus student participation. The intent is not to reduce the number of full-time academic positions.

For the purposes of interpreting this Article 39, the definitions of Article 38.02, the property rights discussed in Article 38.07, and the provisions for assignment of teaching load set out in Article 19A apply.

39.02 Course Approval

Technologically mediated credit courses (or modifications thereof) shall only be developed as part of the curriculum offerings of existing Departments or of offerings agreed between Departments and Faculties for interdisciplinary credit courses and shall comply with the practices, procedures and criteria which have been established at the University of New Brunswick for the creation by Departments and Faculties of in classroom credit courses. The textbooks and learning materials for courses which are to be technologically-mediated shall be selected in the same manner as they are for traditional courses.

39.03 Implementation

- a) Technologically mediated instruction shall not be used by the University of New Brunswick to reduce or eliminate full-time academic positions at the University without consultation with the Association.
- b) No Employee(s) shall be assigned to develop or to deliver a technologically-mediated course without the prior written agreement of the Employee(s). The agreement shall be delivered by the University of New Brunswick to the Association within two (2) weeks of signing.
- c) In the event that an Employee is asked to develop and/or teach, for the first time, a technologically-mediated course, the Employee shall receive appropriate professional development and technical support assistance so that the Employee is specifically and comprehensively prepared to teach in this environment. In instances of further assignments to teach such courses, appropriate ongoing technical support assistance shall be made available to the Employee teaching the course. Priority for the amount of funds and the kind of resources provided shall be determined by the University of New Brunswick.
- d) Employee(s) engaged in technologically-mediated courses shall have academic freedom as teachers and researchers as stipulated in this Agreement including full freedom in discussing their subject. Oversight or review of courses shall be made according to procedures and regulations established by the Department and by the Senate and shall be consistent with the academic freedom article of this Agreement. Faculty members shall be free to submit technologically-mediated courses they have created as evidence to the appropriate evaluation committee concerned with the granting of tenure or promotion.
- e) Where an Employee(s) has agreed to create a technologically-mediated course to be offered by the University of New Brunswick, it is understood that such Employee(s) shall have the initial right to offer and to deliver the course consistent with 38.07. The University and Employee(s) shall enter in an agreement specifying the length of time that such course shall be offered provided that, failing an agreement, the length of time shall be three (3) academic years.

- f) Where a technologically mediated course has been planned and developed by an Employee(s) for offering by the University of New Brunswick and an agreement for exploitation has not been reached consistent with Article 38.04, the University may offer that course, in the absence of such an agreement, for one (1) academic year only with the understanding that any fees or other income shall be divided equally by the University and the Employee.

Article 40 TERMINATION OF EMPLOYMENT

- 40.01 No Employee shall be terminated, dismissed, laid off or suspended except in accordance with one (1) of the following:
- a) Retirement - which shall 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 (6) months' notice with resignation effective on July 1 or January 1; for all other Employees, a minimum of six (6) weeks' notice. Upon application to the President, these time limits may be reduced in cases of hardship or when substantial professional advancement would be denied.
 - c) Expiration of a term appointment - shall be automatic at the end of the term specified, subject to the provisions of Article 22D.
 - d) Upon receipt of long term disability benefits - according to University of New Brunswick policy as set out in the document dated October 5, 1983 and entitled "Compulsory Retirement for Employees with Long Term Disabilities". (Appendix B).
 - e) Layoff - in accordance with the provisions of Article 30.
 - f) Termination - under the provisions of Article 17A.06 or 17B.01.
 - g) Termination of a probationary appointment - under the terms of this Collective Agreement.
 - h) Death.
 - i) Dismissal or suspension - for just cause in accordance with the provisions of Article 42.
- 40.02 None of those provisions set out in (a) through (h) above constitutes dismissal or suspension.

Article 41 GRIEVANCE AND ARBITRATION

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

- 41.02 The Parties agree to make every reasonable effort to settle all grievances in a prompt, amicable, just and equitable manner. Whenever possible, informal methods such as, but not limited to, those set out in Article 41.10 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. **A representative from Human Resources and Organizational Development may accompany the Dean or Vice-President at all stages of the formal grievance and arbitration procedures and may assist the Dean or Vice-President during those procedures.** In the context of this Article, the grievor and the Parties may not be accompanied by or represented by legal counsel during the informal stage, Stage 1, or Stage 2 of the grievance procedure.
- 41.07 All written communications required in this Article shall be delivered by either Canada Post Office certified mail or University campus delivery for which acknowledgement of receipt has been obtained. Such communications will be deemed to have been delivered on the fifth day following posting, unless evidence exists to the contrary. Any attempt by an Employee to deliberately avoid receiving a written communication sent under the terms of this Article shall be deemed to constitute receipt of the communication. A copy of all communications required by this Article shall be sent to the Association by the University of New Brunswick authority who is sending such communications, and vice-versa.
- 41.08 Grievances are defined in Article 41.01 and shall be classified as follows (subject to Article 41.09):
- a) Individual grievance shall mean a grievance involving an Employee and particular to that Employee.

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

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

Informal Complaints

41.10 Before the formal grievance procedure is initiated, every reasonable attempt shall be made to resolve the dispute 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 days of the grievable event or within twenty 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 (1) arbitrator to the Arbitration Board and formulating the question to be submitted to arbitration. The President receiving this notice shall respond in writing within ten (10) days naming one (1) arbitrator to the Arbitration Board, and raising any objections to the question formulated. Representatives of the Parties shall make every reasonable attempt to formulate a statement of the agreed facts and/or issues for presentation to the Arbitration Board at least ten (10) days prior to the arbitration hearing.
- b) Notwithstanding the provisions of Article 41.19(a), where any Employee is subject to termination, or where violation of either Article 14 (Academic Freedom) or Article 15 (Non-Discrimination) is alleged, the grievor may submit the matter to arbitration whether or not the Association believes that the grievance has been resolved. An Employee submitting such a matter to arbitration shall proceed in the manner set out in Article 41.19(a) except that both Parties shall be notified. Such an Employee shall be entitled to whatever assistance CAUT is willing to provide.

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

- Brian Burkett
- Peter MacKeigan
- Greg North
- Bruce Outhouse
- Michel Picher
- Pam Picher

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

If the chairperson who has been selected by lot cannot be available to commence the arbitration proceedings within 30 days, a new chairperson shall be selected from the remaining persons on the list by the drawing of lots.

If none of the persons on the list is available within 30 days, the Parties may mutually agree to a chairperson who is not on the above list. If such agreement cannot be reached within five (5) days, the Minister of Labour for the Province of New Brunswick shall be asked to name the chairperson.

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

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 (5) of the last ten (10) 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/her designate of any document disclosed to the Association in accordance with Article 26.08 at least ten (10) days prior to the arbitration hearing for use in the arbitration proceedings on a confidential basis. The Association agrees to pay all reasonable costs, including labour and materials, of any such copies provided. It is understood by the Parties that this Article 41.31 does not limit in any way the operation of other appropriate provisions of Article 41.
- 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 STRIKES - LOCKOUTS

- 44.01 There shall be no strikes or lockouts (as defined in the New Brunswick *Industrial Relations Act*) as long as this Collective Agreement continues to operate.
- 44.02 In the event of a strike or lockout, members whose ongoing teaching or research activities require access to university facilities in order to properly care for all animals, plants or hazardous materials shall be allowed access to the required facilities.

Article 45 DIRECTOR OF THE ENGLISH LANGUAGE PROGRAM

- 45.01 The responsibilities and workload of the Director of the English Language Program shall be the same as those which prevailed on July 1, 1980.
- 45.02 For salary purposes, the present Director of the English Language Program shall be treated in an identical fashion to Associate Professors.

Article 46 TRANSITION TO THE AGREEMENT

- 46.01 All grievances filed prior to the signing of the **2005-2009** Collective Agreement and remaining unresolved at the time of signing of the **2005-2009** Collective Agreement shall be processed according to the terms and procedures of the **2001-2005** Collective Agreement.
- 46.02 Employees appointed before the signing of the first Collective Agreement (November 3, 1980), whose letters of appointment or other appropriate official documents contain special conditions which do not apply generally to other Employees in the bargaining unit, as set out in this Collective Agreement, shall continue to be entitled to such conditions unless modified in writing by mutual agreement of the Parties.
- 46.03 All other provisions of this Collective Agreement shall be effective from the date of signing of this Collective Agreement unless stated otherwise elsewhere in this Collective Agreement.

Article 47 DURATION

- 47.01 This Collective Agreement comes into effect on **July 1, 2005** and expires on **June 30, 2009**. Provisions with respect to salary shall be effective on the dates set out in Article 36B. All other provisions shall be as set out in Article 46.03.
- 47.02 Either Party may, within the period of 120 days and 60 days prior to the expiry date of the Collective Agreement, give notice in writing to the other Party of its desire to bargain with a view to renewal or revision of the Collective Agreement then in operation, or to the making of a new Collective Agreement.
- 47.03 When a Party gives notice according to Article 47.02 to the other Party to the Collective Agreement, the Parties shall, without delay, but in any case within 15 days after the notice was given, or such further time as the Parties may agree upon, meet and commence or cause authorized representatives on their behalf to meet and commence to bargain collectively and make every reasonable effort to conclude a renewal or revision of the Collective Agreement or a new Collective Agreement.
- 47.04 This Collective Agreement shall remain in full force and effect until such time as agreement has been reached with respect to renewal, amendment or substitution thereof, or until such time as a legal strike or lock-out occurs.

Article 48 SEXUAL HARASSMENT

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

48.02 Sexual harassment is defined as:

Conduct of a sexual nature such as, but not limited to, verbal abuse or threats of a sexual nature, unwelcome sexual invitations or requests, demands for sexual favours, or repeated innuendos or taunting about a person's body, appearance or sexual orientation when:

- a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, academic status, or academic accreditation; or
- b) submission to or rejection of such conduct by an individual is used as the basis for employment, or for academic performance, status or accreditation decisions affecting such individual; or
- c) such conduct interferes with an individual's work or academic performance; or
- d) such conduct creates an intimidating, hostile or offensive working or academic environment.

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

- a) initial contacts on each campus to provide information;
- b) an informal process for attempting to resolve the complaint;
- c) a process for filing a formal complaint if informal attempts at resolution have failed;
- d) a process for formally investigating and dealing with such formal complaints.

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

48.04 The formal process commences when the complainant files a formal complaint and the individual accused has received written notice of the commencement of formal procedures with a copy to the Association. This written notice shall summarize the allegations in sufficient detail to allow the individual concerned an opportunity to respond, and shall advise the individual concerned of the right to be represented by the Association and that he/she should contact the Association before responding. An Employee, who is an authorized representative of the Association, shall be present at any meeting or hearing involving the individual named in the allegations during the course of the formal investigation. Any statements made by the individual named in the allegations during informal discussions outside of these meetings or hearings shall be strictly without prejudice.

48.05 Any discipline imposed on an Employee for sexual harassment shall be subject to Article 42 and grievable and arbitrable under Article 41. In the event that the disciplinary action is not upheld in the grievance or arbitration procedure, at the Employee's request all reference to the complaint of sexual harassment shall be removed from his/her Official File. The University shall retain these documents in a confidential file, which upon reasonable notice, shall be accessible to the individual and the Association.

Article 49 HEALTH AND SAFETY

49.01 The Parties agree that the health and safety of Employees including office ergonomics is an important mutual concern and that the Parties shall cooperate in promoting the health and safety of Employees at the place of employment.

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

Article 50 PROFESSIONAL DEVELOPMENT FOR EMPLOYEES

50.01 The Parties recognize the need for ongoing professional development of probationary **and** tenured Employees.

No Employee may draw on the Professional Development Allowance during the first academic year in which a term appointment is held. Any Employee holding a subsequent consecutive term appointment of eight (8) months or more shall be eligible to draw on the fund on a pro-rated basis in proportion to the fraction of the academic year employed.

50.02 The University shall maintain a Professional Development Fund for each of the two (2) campuses for the purpose of assisting eligible Employees with their professional development which is consistent with the performance of their responsibilities as set out in Article 16.

The Fund shall be allocated to each Dean by the appropriate Vice-President on the basis of the total number of eligible Employees on July 1 of the academic year concerned.

The Dean shall administer the Fund in accordance with the provisions of this Article. The Dean may delegate the administration of the Fund to the Chairpersons of the Departments in his/her Faculty or Library.

50.03 Each eligible Employee may draw on the Fund, to a maximum of **3.2** percent of the floor salary of the rank of Assistant Professor as of July 1 in each academic year for the purpose of assisting with travelling costs for conferences, seminars, and research purposes, or to purchase materials (including equipment, computer software, books and periodicals) related to the performance of the person's professional responsibilities as set out in Articles 16A, 16B, or 16C.

50.04 All expenditures shall be made using procedures prescribed by the Dean. In particular, all expenditures shall require the approval of the Dean or his/her designate.

- 50.05 If an eligible Employee does not draw on the Fund to the maximum amount available, as specified in Article 50.03, the remaining amount will be carried forward to the subsequent academic year for use by that Employee. More than two (2) years of the individual Professional Development Allowance allocation may be carried over only if the Employee has applied to do so by April 1 and it has been approved by the Dean. Failure to apply to the Dean to carry over these funds by April 1 shall result in these funds being available to the Dean to allocate to other eligible Employees.
- 50.06 Materials purchased by Employees under this Article shall be owned by the University. Where possible, such items shall be made available for use by other Employees.
- 50.07
- a) Where eligible Employees are appointed after the beginning of the academic year, or terminate employment before the end of the academic year, they may draw on the fund for that year on a pro-rated basis in proportion to the fraction of the academic year for which they are employed.
 - b) Eligible Employees who take a leave of absence without pay of one (1) month or longer during any academic year shall have their maximum Professional Development Allowance for that year pro-rated on the basis of the duration of such leave.

Article 51A EMPLOYMENT EQUITY

- Commitment
- 51A.01 The Parties are committed to ensuring equal opportunities for all Employees in the University of New Brunswick. In particular, the Parties are committed to ensuring that no systemic discrimination or barrier to the full participation of Employees who are women, aboriginal peoples, persons with disabilities or visible minorities exist or arise at the University of New Brunswick. The Parties are committed to the identification and removal of artificial barriers to the selection, hiring, promotion and training of persons in these designated employment equity groups.
- Employment Equity Committee
- 51A.02 Within twenty (20) days of the signing of this Agreement, an Employment Equity Committee shall be established. **The Joint Committee shall consist of two (2) co-chairs, one appointed by each party, in addition to two (2) other persons appointed by the University of New Brunswick and two (2) other persons appointed by the Association of University of New Brunswick Teachers.** At least one (1) of the members appointed by each body shall be a member of one of the designated employment equity groups. The Committee shall **normally meet no less than three (3) times each term.**
- 51A.03 The Employment Equity Committee shall, in part, serve as the vehicle by which discussions between the Parties concerning the development, implementation and monitoring of the Federal Contractors Program on Employment Equity are carried out. This would include advice on the design and content of the data bases.
- 51A.04 The Employment Equity Committee shall carry out an analysis, and report annually **by December 1**, on the status of all designated groups. Such a report

shall include but is not limited to the number of persons in each of the designated groups who:

- a) were appointed to positions within the bargaining unit, and where the candidate has indicated a designated group:
 - (i) those who applied for positions in the bargaining unit;
 - (ii) those included on short lists of suitable candidates;
- b) were considered for probationary reappointment;
- c) were considered for promotion;
- d) were considered for tenure or continuing appointment;
- e) were considered for sabbatical and/or study leaves;
- f) were successful in considerations (b) – (e).

Article 51B **POSITIVE ACTION TO IMPROVE THE STATUS OF WOMEN**

- 51B.01 Commitment
The Parties are committed to ensuring equal opportunities for women Employees in the University of New Brunswick. In particular, the Parties are committed to ensuring that no systemic discrimination or barrier to the full participation of women Employees exists or arises at the University of New Brunswick.
- 51B.02 Role of Employment Equity Committee
At least one (1) of the members appointed by each Party to the Employment Equity Committee established pursuant to Article 51A.02 shall be a woman. In addition to those duties set out in Article 51A, the Employment Equity Committee shall:
- a) monitor the status of women Employees at the University of New Brunswick and make whatever recommendations it deems appropriate to the Parties;
 - b) advise on means of recruiting women candidates for vacancies in the bargaining unit.
- 51B.03 Establishment of Employment Goals
The University of New Brunswick shall establish reasonable goals for the hiring of women for each Department where there exist imbalances in the composition by sex of the Employees of the Department. In the case of Departments in which there is an imbalance because of a shortage of men, there shall be goals for the hiring of men.
- 51B.04 These goals shall be set:
- a) after considering the existing composition by sex of the Employees in the Department; and
 - b) after considering the national pool of available qualified persons by sex from which the University might draw in making appointments; and

- c) after consultation with the Department concerned; and
- d) after consultation with the Employment Equity Committee.

51B.05 When a vacancy is to be filled the University shall make a reasonable attempt to recruit candidates of the sex specified in the hiring goals set under Article 51B.03.

51B.06 Appointments
Subject to the provisions of Article 22A.13, 22B.13, and 22C.13, the best qualified candidate shall be appointed. Where no candidate has clearly superior academic or professional qualifications or expertise, the best candidate of the sex under represented according to the employment goals of Article 51B.04 will be offered the position.

The Assessment Committee initiating the appointment recommendation shall forward to the appropriate Vice-President for **timely** transmission to the Employment Equity Committee for monitoring purposes:

- a) reasons for its recommendations;
- b) a statistical record of the applications, those candidates short listed, those candidates interviewed, and those candidates considered qualified, by sex.

Such documentation shall be forwarded by the appropriate Vice-President to the AUNBT at the same time as a copy of the offer of appointment is sent.

If on the basis of the information received, the Employment Equity Committee believes an academic unit is making insufficient progress towards meeting established goals for the hiring of women, it may request that the appropriate Vice-President authorize an audit of that academic unit's compliance with Article 51, and inform the Committee of the results.

Article 52 FRAUD AND MISCONDUCT IN RESEARCH

52.01 The Parties agree that fraud and misconduct in research as defined herein may be the subject of discipline.

52.02 Fraud and misconduct in research is defined as:

- a) fabrication, falsification, or plagiarism, but does not include those factors intrinsic to the process of academic research, such as honest error, conflicting data or differences in interpretation or judgment of data or experimental design;
- b) material failure to comply with federal or provincial regulations for the protection of researchers, human subjects, or the public, or for the welfare of laboratory animals, or material failure to meet other legal requirements that relate to the conduct of research;
- c) failure to reveal to the sponsors any material conflict of interest when asked to undertake reviews of research grant applications or to test products for sale or distribution to the public;

- d) failure to reveal to the University any material financial interest in a company that contracts with the University of New Brunswick to undertake research, particularly research involving the company's products, or to provide research related materials or services. Material financial interest means ownership, substantial stock holding, a directorship, significant honoraria or consulting fees, but does not include minor stock holding in publicly traded corporations.

Procedures

- 52.03 All allegations of fraud or misconduct in research shall be directed in writing to the President. The President may refer the allegations to a designate. If in his/her judgment the allegations have sufficient substance to warrant investigation, the President or designate shall inform the Employee named in the allegations, in writing, with a copy to the Association. Otherwise, the allegations shall be dismissed and no action taken. This written notice shall summarize the allegations in sufficient detail to allow the individual concerned an opportunity to respond, and shall advise the individual concerned of the right to be represented by the Association and that he/she should contact the Association before responding.
- 52.04 The formal investigation process commences when the individual named in the allegations has received this written notice. An Employee, who is an authorized representative of the Association shall be present at any meeting or hearing involving the individual named in the allegations during the course of the formal investigation. Any statements made by the individual named in the allegations during informal discussions outside of these meetings or hearings shall be strictly without prejudice.
- 52.05 The President or designate shall investigate the allegations promptly, fairly, judiciously and in a confidential manner, ensuring that the individual named in the allegations has adequate opportunity to know any evidence presented and to respond to that evidence.
- 52.06 Any discipline imposed on an Employee for fraud or misconduct in research shall be subject to Article 42 and grievable and arbitrable under Article 41. In the event that the disciplinary action is not upheld in the grievance or arbitration procedure, at the Employee's request all reference to the allegations shall be removed from his/her Official File. The University shall retain these documents in a confidential file, which upon reasonable notice, shall be accessible to the individual and the Association.

Article 53A COMMUNICATIONS (Faculty Members)

Chairpersons (and Deans in non-departmental Faculties) shall meet with each tenured faculty member in their Department (or Faculty) at least every three (3) years to discuss informally that faculty member's professional plans for the next three (3) years and that faculty member's self evaluation of their performance of their professional responsibilities (reflecting the faculty member's responsibilities as set out in Article 16A and 19A) since their last meeting with the Chairperson (or Dean, as appropriate). In these discussions, the faculty member may make a verbal or a written submission. The Chairperson shall advise the Dean of the status of discussions with the faculty member.

To fulfil the intent of this Article, Deans in departmentalized Faculties shall meet with each Chairperson for similar discussions at least every three (3) years reflecting also the duties of Chairpersons as set out in Article 18A.

These discussions shall be informal and shall not lead to any entry in the faculty member's Official File (Article 26). It is recognized that this informal process is separate from the disciplinary process of Article 42 and the performance review process of Article 43.

Article 53B COMMUNICATIONS (Instructors)

Chairpersons (and Deans in non-departmental Faculties) shall meet with each **tenured** instructor in their Department (or Faculty) at least every three (3) years to discuss informally that instructor's professional plans for the next three (3) years and that instructor's self evaluation of their performance of their professional responsibilities (reflecting the instructor's responsibilities as set out in Article 16B and 19B) since their last meeting with the Chairperson (or Dean, as appropriate). In these discussions, the instructor may make a verbal or written submission. The Chairperson shall advise the Dean of the status of discussions with the instructors.

These discussions shall be informal and shall not lead to any entry in the instructor's Official File (Article 26). It is recognized that this informal process is separate from the disciplinary process of Article 42 and the performance review process of Article 43.

Article 53C COMMUNICATIONS (Librarians)

Department Heads or Director shall meet each **tenured** librarian in their Department (or Library) at least every three (3) years to discuss informally that librarian's professional plans for the next three (3) years and that librarian's self evaluation of their performance of their professional responsibilities (reflecting the librarian's responsibilities as set out in Article 16C and 19C) since their last meeting with the Department Head (or Director, as appropriate). In these discussions, the librarian may make a verbal or a written submission. The Department Head shall advise the Director or Dean or Vice-President (Saint John) as appropriate, of the status of discussions with the librarians.

To fulfil the intent of this Article, the Director of Libraries, Dean of Law or the Vice-President (Saint John) as appropriate, shall meet with each Department Head for similar discussions at least every three (3) years reflecting also the duties of Library Department Heads as set out in Article 18B.

These discussions shall be informal and shall not lead to any entry in the librarian's Official File (Article 26). It is recognized that this informal process is separate from the disciplinary process of Article 42 and the performance review process of Article 43.

Article 54 ACADEMIC MISSION

54.01 The Parties recognize that the different professional responsibilities and workloads of faculty members, instructors, and librarians contribute to the academic mission of the University. The Parties are committed that any changes from the historical academic mix shall respect collegial governance procedures.

Article 55 WORKPLACE HARASSMENT

- 55.01 The Parties agree that Members of the Bargaining Unit have a right to and an obligation to contribute to the creation of a work environment free of harassment. Behavior which serves no legitimate work purpose and which the instigator knows, or ought reasonably to know, has the effect of creating an intimidating, humiliating, hostile or offensive work environment constitutes workplace harassment. Examples of behaviour which constitute workplace harassment include but are not limited to: intimidation, coercion, physical assault, vexatious or malicious comment, or the abuse of power, authority or influence. The reasonable exercise of administrative authority does not of itself constitute harassment.
- 55.02 Procedures for the treatment of complaints of workplace harassment shall include:
- a) an informal process for attempting to resolve the complaint;
 - b) a process for filing a formal complaint if informal attempts at resolution have failed;
 - c) a process for formally investigating, dealing with, and remedying such formal complaints.
- In administering these procedures, the University shall make every reasonable attempt to act upon a complaint promptly, fairly, judiciously and with due regard for confidentiality.
- 55.03 The Parties agree that workplace harassment may be the subject of discipline. Any discipline imposed on an Employee for workplace harassment shall be subject to Article 42 and grievable and arbitrable under Article 41.

Article 56 PRIVACY AND SECURITY OF PERSONAL AND PROFESSIONAL COMMUNICATION AND INFORMATION

- 56.01 Mail, telephone, fax, email, internet, printing, photocopying and other information services are provided to Employees by the University of New Brunswick in order to assist them in the performance of their professional responsibilities as defined by this Collective Agreement. The University of New Brunswick recognizes that Employees have a reasonable expectation of privacy in the contents of their communications **and the contents of their offices** and will act in good faith to respect that expectation.
- 56.02 Recognizing the limits inherent in all systems, the University of New Brunswick shall maintain a system of internal controls and procedures designed to provide reasonable assurance that information systems established and supported by the University of New Brunswick are secured against loss, unauthorized use/access/ destruction/modification.

**Article 57 ACCESSIBILITY AND ACCOMMODATION OF EMPLOYEES WITH
DISABILITIES**

- 57.01 Commitment**
The Parties recognize that employees with disabilities have a right to reasonable accommodation and that the duty to accommodate is a tripartite responsibility requiring the active participation of the University of New Brunswick, the disabled employee and the Association of University of New Brunswick Teachers. The duty to provide reasonable accommodation extends to the point of undue hardship which must be defined on a case-by-case basis taking into consideration all relevant factors.
- 57.02** The Parties are committed to collaborating in efforts to improve the working and learning environment for Employees with disabilities. In particular, the Parties seek to ensure that no systemic discrimination or barrier to the full participation of persons with disabilities exist or arise at the University of New Brunswick. Furthermore, the Parties are committed to the identification and removal of artificial barriers to the selection, hiring, promotion and development of persons with disabilities.
- 57.03** It is the responsibility of a disabled Employee requiring accommodation to self-identify to his/her Dean. It is the responsibility of the Dean to consult with Human Resources and Organizational Development and to obtain approval from his/her Vice-President during the creation and drafting of an accommodation plan.
- 57.04** Accessibility and Accommodation Committee
Within twenty (20) days of the signing of this Agreement, an Accessibility and Accommodation Committee shall be established, consisting of three (3) members appointed by the Association and three (3) members appointed by the University. The Committee shall hold an inaugural meeting within sixty (60) days of the signing of this agreement and shall meet at least four (4) times per year or within ten (10) days of a written request by either Party.
- 57.05** The Accessibility and Accommodation Committee shall serve as the vehicle by which discussions between the Parties concerning the development, implementation and monitoring of accessibility initiatives can take place. The Accessibility and Accommodation Committee shall report annually to the Parties on its activities.

APPENDIX A (Certification Order I. R. B. 1-2-78) (March 30, 1979)

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 B
 COMPULSORY RETIREMENT FOR EMPLOYEES WITH LONG TERM DISABILITIES

Introduction

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 (1) year after the commencement of the disability (six (6) months after the commencement of disability payments);
 - (b) thirty months (two and one-half (2½) years) after commencement of the disability (two (2) years after commencement of disability payments).

2. Retirement of Employees with long term disabilities shall be taken in consultation with Human Resources & Organizational Development and subject to the following recommendations and approval procedures:
 - (a) Faculty/Fredericton (see note 2.)
 - Departmental Chairperson's recommendation
 - Dean's recommendation
 - Vice-President's (Academic) recommendation
 - President's recommendation
 - Board of Governors' approval
 - (b) Faculty/Saint John (see note 2.)
 - Departmental Chairperson's recommendation
 - Vice-President's (UNBSJ) recommendation
 - President's recommendation
 - Board of Governors' approval
 - (c) Support Staff - Fredericton
 - Departmental Heads' recommendation
 - Appropriate Vice President's recommendation
 - President's approval
 - (d) Support Staff - Saint John
 - Departmental Head's recommendation
 - Vice-President's (Saint John) recommendation
 - President's approval

3. Criteria for retirement prior to two and one-half (2½) 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 two and one-half (2½) year period.
4. A review of each long term disability case shall be initiated by the University one (1) 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 six (6) months to thirty months after the commencement of the disability. After two and one-half (2½) 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 Understanding

Between

The University Of New Brunswick (UNB)

and

The Association Of University of New Brunswick Teachers (AUNBT)

Subject: Collective Agreement Article 7, Concerning Association Service

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

- (a) Where an Employee is to be absent from the University for purposes of Association service, the Employee shall make, in advance, in consultation with his/her 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 Understanding
Between
The Association of New Brunswick University Teachers (AUNBT)
and
The University of New Brunswick (UNB)

Subject: Accountability of Faculty Members

The Parties have agreed that it would be useful to have a summary of the processes by which UNB faculty members are reviewed. Therefore, the following summary has been prepared. Nothing in this memorandum modifies the provisions of the Collective Agreement between the Parties.

1. PERIODIC INTERNAL REVIEWS

Appointment: Typically faculty are hired on a probationary appointment as an Assistant Professor. A successful candidate will have been evaluated by at least four (4) levels of the University including the Department and Chairperson, if applicable, the Faculty, the Dean, and the Vice-President (Academic) or the Vice-President (Saint John) [25A.01 and 25B.01]. With the exception of some professional disciplines, candidates are normally expected to have completed the Ph.D. degree.

Probationary Period: The probationary period normally lasts six (6) years. During this period the Assistant Professor submits annual written self-assessments which are discussed with the Chairperson or Dean [23A.02].

Probationary Review: In the fourth year of probation, the faculty member's performance in teaching, research, and academic service is reviewed by several levels of the University including the Department and Chairperson, if applicable, the Faculty, the Dean, the Vice-President (Saint John), if applicable, and the Vice-President (Academic) [16A, 19A, 25A.01 and 25B.01]. This review may result in termination, the continuation of the probationary appointment for a further two (2) years, or, in outstanding cases, a grant of tenure [23A.05].

Granting of Tenure and Promotion to Associate Professor: Normally the faculty member receives a probationary review in the fourth year and if successful, the probationary period is extended by two (2) years. During the sixth year, the faculty member is assessed for tenure with a review of the faculty member's performance in teaching, research, scholarly and creative activities, and academic service by several levels of the University including the Department and Chairperson, if applicable, the Faculty, the Dean, the Vice-President (Saint John), if applicable, and the Vice-President (Academic) [16A, 19A, 25A.07, 25D.03 and 25D.04].

The tenure review may result in a grant of tenure and simultaneous promotion to Associate Professor, or the denial of tenure which results in termination [23.07].

Promotion to Professor: In the sixth year as an Associate Professor, a faculty member is automatically considered for promotion to Professor. The faculty member's performance in teaching, research, scholarly and creative activities, and academic service (since the last promotion) is assessed by several levels of the University including the Department and Chairperson, if applicable, the Faculty, the Dean, the Vice-President (Saint John), and the Vice-President (Academic) [16A, 19A, 25A.07 and 25D.05].

The promotion may be granted or denied. Following a denial, an Associate Professor may re-apply for promotion in any subsequent year.

Applications for Sabbatical Leave: After six (6) years' service a tenured faculty member is eligible for a sabbatical leave. The purpose of the sabbatical leave is academic and professional renewal and enhancement through study, research, scholarship, writing or other creative activities. Research, scholarship, and study plans for a sabbatical leave are evaluated by various levels of the University including the Department, the Chairperson (the Faculty for non-departmentalized Faculties), the Dean, and either the Vice-President (Saint John) or the Vice-President (Academic) as appropriate [25 and 31A.06].

2. CONTINUING INTERNAL REVIEW

Teaching: Student opinion surveys of each faculty member's teaching during each academic term are placed in the faculty member's official file annually. Faculty members are encouraged to develop a teaching dossier.

Research, Scholarly and Creative Activities: A report by each faculty member on their research, scholarly and creative activity is submitted annually to the Chairperson or Dean as part of the University's annual research ranking of each Department or Faculty. Each year departments (and Faculties without departments) are ranked according to their research activities and the results are used to determine part of the operating budget of the department (or Faculty).

Curriculum Vitae (cv) Update: Each faculty member submits an annual updated cv to the Chairperson, the Dean, the Vice-President (Saint John), if applicable, and the Vice-President (Academic) for inclusion in the faculty member's official file. The cv shows the ongoing academic record of teaching, research and scholarly activity, and academic service.

Workload: Each year the Dean assigns the faculty member's workload based on recommendations from the Chairperson following individual discussions with the faculty member on their involvement in research, scholarly and creative activity and academic service in determining the individual teaching load [19A.05]. Such workload may vary from year to year [19A.02].

Professional Development Allowance: Applications for the use of PDA funds require the approval of the Dean or a designate [50.04].

Merit Awards: Each year the Chairpersons and the Dean review the performance of individual faculty members for recommendation for the provision of a merit award to a small number of outstanding individuals [36A.05].

Outside Professional Activities: The Dean must agree that any outside professional activities are not in conflict with the faculty member's professional responsibilities [21A].

3. CONTINUING EXTERNAL REVIEW

Conferences: Papers delivered at learned conferences are normally evaluated by academic referees before being accepted for presentation.

Journals: Articles for publication in scholarly journals usually require review and acceptance by two (2) or more academic referees who evaluate the paper anonymously.

Books: Proposals for books are subject to extensive outside review by potential publishers and academic referees retained by the publisher. If a proposal is accepted, the whole manuscript is thoroughly reviewed by other academics before publication.

Funding Applications: Funding for research and scholarly or creative activities is normally obtained from outside sources, either private or public, such as national granting agencies (mainly NSERC, SSHRC, and MRC) contracts or contributions from various government departments (both federal and provincial), private sector corporations, endowments, or registered charitable organizations. Applications are detailed documents setting forth past performance and future plans. Committees compare applications and solicit academic assessments and reviews for each application from across the country (or worldwide). Competition is extremely keen.

Seminars, Clinics, Workshops: In many disciplines, invitations to deliver seminars, clinics or workshops are subject to extensive review and the performance of the faculty member is reviewed by participants.

Performance or Display of Creative Works: The decision to perform or display creative works is subject to extensive review and the resulting work is often broadly reviewed both by other academics and the public press.

4. PERFORMANCE REVIEW

In addition to any other performance assessments, the University may annually review the performance of an Employee [43.01].

5. DISCIPLINARY PROCEDURE

The University has the right to invoke a disciplinary process as per Article 42 to deal with conduct and/or performance problems of any Employee, whether tenured or not. Disciplinary sanction may include: withdrawal of Progress Through The Ranks (PTR) [36A.04(b)(iv)]; a written letter of warning which is placed in the faculty member's Official File, a suspension without pay; or dismissal [42.01, 42.02 and 43.01].

Dated this 28th day of July, 1995


For the Association


For the University

Memorandum of Understanding
Between
The Association of University of New Brunswick Teachers (AUNBT)
and
The University of New Brunswick (UNB)

Subject: Accountability of Instructors

The Parties have agreed that it would be useful to have a summary of the processes by which UNB instructors are reviewed. Therefore, the following summary has been prepared. Nothing in this memorandum modifies the provisions of the Collective Agreement between the Parties.

1. PERIODIC INTERNAL REVIEWS

Appointment: Typically instructors are hired on a **six (6) year probationary** appointment. A successful candidate will have been evaluated by at least four (4) levels of the University including the Department and Chairperson, if applicable, the Faculty, the Dean, and the Vice-President (Academic) and/or the Vice-President (Saint John) [25A.01 and 25B.01].

Probationary Period: The probationary period normally lasts **six (6) years**. During this period the instructor submits annual written self-assessments which are discussed with the Chairperson or Dean [23B.02].

Probationary Review: In the fourth year of probation, the instructor's performance in teaching and academic service is reviewed by several levels of the University including the Department and Chairperson, if applicable, the Faculty, the Dean, the Vice-President (Saint John), and/or the Vice-President (Academic) [16B, 19B, 25A.01 and 25B.01]. This review may result in termination, the continuation of the probationary appointment for a further two (2) years, or, a grant of tenure and promotion to the rank of Senior Instructor [22B.05, 23B.07] if applicable.

Promotion to Senior Teaching Associate: In the sixth year as a Senior Instructor, the instructor is automatically considered for promotion to Senior Teaching Associate. The instructor's performance in teaching, and if applicable research, scholarly and creative work, and academic service since the last promotion is assessed by several levels of the University including the Department and Chairperson, if applicable, the Faculty, the Dean, the Vice-President (Saint John), and/or the Vice-President (Academic) [16B, 19B, 25A.01 and 25E.04]. The promotion may be granted or denied. Following a denial, a Senior Instructor may re-apply for promotion in any subsequent year.

Applications for Sabbatical Leave: An instructor may apply for sabbatical leave. The purpose of sabbatical leave is to enhance the contributions of the instructors to the work of the University by providing opportunities for engaging in activities for the improvement of professional knowledge, educational background and/or the acquisition of higher degrees. Sabbatical leave plans are evaluated by various levels of the University including the Department, the Chairperson (the Faculty for non-departmentalized Faculties), the Dean, and

either the Vice-President (Saint John) or the Vice-President (Academic) as appropriate [25 and 31B].

2. CONTINUING INTERNAL REVIEW

Teaching: Student evaluations of each instructor's teaching during each academic term are placed in the instructor's official file annually.

Research, Scholarly and Creative Activities: If applicable, a report by each instructor on their research, scholarly and creative activity is submitted annually to the Chairperson or Dean as part of the University's annual research ranking of each Department or Faculty. Each year departments (and Faculties without departments) are ranked according to their research activities and results are used to determine part of the operating budget of the department (or Faculty).

Curriculum Vitae Update: Each instructor submits an annual updated cv to the Chairperson, the Dean, the Vice-President (Saint John), if applicable, and the Vice-President (Academic) for inclusion in the instructor's official file. The cv shows the ongoing academic record of teaching, research and scholarly activity, and academic service.

Workload: Each year the Dean assigns the instructor's workload based on recommendations from the Chairperson following individual discussions with the instructor on their involvement in research, scholarly and creative activity and academic service in determining the individual teaching load [19B]. Such load may vary from year to year.

Professional Development Allowance: Applications for the use of PDA funds require the approval of the Dean or a designate [50.04].

Merit Awards: Each year the Chairpersons and the Dean review the performance of individual instructors for recommendation for the provision of a merit award to a small number of outstanding individuals [36A.05].

Outside Professional Activities: The Dean must agree that any professional activities are not in conflict with the instructor's professional responsibilities [21B].

3. CONTINUING EXTERNAL REVIEW

Conferences: Papers delivered at learned conferences are normally evaluated by academic referees before being accepted for presentation.

Journals: Articles for publication in scholarly journals usually require review and acceptance by two (2) or more academic referees who evaluate the paper anonymously.

Books: Proposals for books are subject to extensive outside review by potential publishers and academic referees retained by the publisher. If a proposal is accepted, the whole manuscript is thoroughly reviewed by other academics before publication.

Funding Applications: Funding for research and scholarly or creative activities is normally obtained from outside sources, either private or public, such as national granting agencies (mainly NSERC, SSHRC, and MRC) contracts or contributions from various government departments (both federal and provincial), private sector corporations, endowments, or registered charitable organizations. Applications are detailed documents setting forth past performance and future

plans. Committees compare applications and solicit academic assessments and reviews for each application from across the country (or worldwide). Competition is extremely keen.

Seminars, Clinics, Workshops: In many disciplines, invitations to deliver seminars, clinics or workshops are subject to extensive review and the performance of the instructor is reviewed by participants.

Performance or Display of Creative Works: The decision to perform or display creative works is subject to extensive review and the resulting work is often broadly reviewed both by other academics and the public press.

4. **PERFORMANCE REVIEW**

In addition to any other performance assessments, the University may annually review the performance of an Employee [43.01].


5. **DISCIPLINARY PROCEDURE**

The University has the right to invoke a disciplinary process as per Article 42 to deal with conduct and/or performance problems of any Employee, whether a tenured appointment or not. Disciplinary sanction may include: withdrawal of Progress Through The Ranks (PTR) [36A.04(b)(iv)]; a written letter of warning which is placed in the instructor's Official File, a suspension without pay; or dismissal [42.01, 42.02 and 43.01].

Dated this 23rd day of June, 2005



For the Association



For the University

Memorandum of Understanding
Between
The Association of New Brunswick University Teachers (AUNBT)
and
The University of New Brunswick (UNB)

SUBJECT: Accountability of Librarians

The Parties have agreed that it would be useful to have a summary of the processes by which UNB librarians are reviewed. Therefore, the following summary has been prepared. Nothing in this memorandum modifies the provisions of the Collective Agreement between the Parties.

1. PERIODIC INTERNAL REVIEWS

Appointment: Typically librarians are hired on a probationary appointment as a Librarian I. A successful candidate will have been evaluated by at least three levels of the University including appropriate Library Assessment Committee, the Director of Libraries or Dean of Law, and the Vice-President (Academic) or the Vice-President (Saint John). Candidates are normally expected to have completed an MLS degree.

Probationary Period: The probationary period normally lasts **four (4)** years. During this period the librarian submits annual written self assessments which are discussed with the appropriate Department Head or Director.

Granting of tenure and Promotion to Librarian II: Normally the librarian will be reviewed during the **fourth** year. The librarian's performance with respect to the criteria set out in Article 25F is assessed by several levels of the University including appropriate Library Assessment Committee, Director of Libraries or Dean of Law and the Vice-President (Academic) or the Vice-President (Saint John) [Articles 16C, 19C, 24C.03, 25C, and 25F.03].

This review may result in a grant of tenure and simultaneous promotion to Librarian II or the denial of tenure which results in termination [23C.04].

Promotion to Librarian III: After three years as a Librarian II, a librarian is automatically considered for promotion to Librarian III. The Librarian's performance of assigned responsibilities and development of their specialization since the last promotion is assessed by several levels of the University including the Department Head, the Director of Libraries or the Dean of Law if applicable, the Library Assessment Committee and the Vice-President (Academic) or Vice-President (Saint John) [16C, 19C, 25F.04].

Promotion to Librarian IV: After four (4) years as a Librarian III, a librarian is automatically considered for promotion to Librarian IV. The librarian's continuing competence in specialization and continuing performance of assigned responsibilities since the last promotion is assessed by several levels of the University including the Department Head, the Director of Libraries, or the Dean of Law if applicable, the Library Assessment Committee and the Vice-President (Academic) or Vice-President (Saint John) [16C, 19C, 25F.04].

Application for Sabbatical Leave: A librarian may apply for sabbatical leave. The purpose of the sabbatical leave is to enhance the contributions of librarians to the work of the University by providing opportunities for engaging in activities for the improvement of professional knowledge, educational background and/or the acquisition of higher degrees. Sabbatical leave plans are evaluated by various levels of the University including the Department Head, the Director of Libraries or the Dean of Law if applicable, the Library Assessment Committee and the Vice-President (Academic) or the Vice-President (Saint John) [25 and 31B.06].

2. CONTINUING INTERNAL REVIEW

Curriculum Vitae Update: Each librarian submits an annual updated cv to the Director of Libraries (F), the Dean of Law or the Vice-President (Saint John), as appropriate, and the Vice-President (Academic) for inclusion in the librarian's Official File.

Workload: Each year the Director of Libraries (F), Dean of Law, or the Vice-President (Saint John), as appropriate, will assign librarian's workload based on recommendations from Department Heads following individual discussions with the librarian on their assigned responsibilities, academic service and research and professional development in determining the individual work schedule [19C.06].

Professional Development Allowance: Application for the use of PDA funds require the approval of the Director of Libraries (F), Dean of Law or Vice-President (Saint John) as appropriate.

Merit Awards: Each year Department Heads, and the Director of Libraries (F), the Dean of Law, or the Vice-President (Saint John), as appropriate, review the performance of individual librarians for recommendation for the provision of a merit award to a small number of outstanding individuals [36A.05].

Outside Professional Activities: The Director of Libraries (F), the Dean of Law, or the Vice-President (Saint John) must agree that any outside professional activities are not in conflict with the librarian's professional responsibilities [21B].

3. CONTINUING EXTERNAL REVIEW

Although research, scholarly and creative work is not a required duty [16C.03(a)], librarians may be involved in these activities with the approval of the Director of Libraries (F), Dean of Law or the Vice-President (Saint John), as appropriate. When librarians are involved in these activities, the following external reviews occur:

Conferences: Papers delivered at learned conferences are normally evaluated by academic referees before being accepted for presentation.

Journals: Articles for publication in scholarly journals usually require review and acceptance by two or more academic referees who evaluate the paper anonymously.

Books: Proposals for books are subject to extensive outside review by potential publishers and academic referees retained by the publisher. If a proposal is accepted, the whole manuscript is thoroughly reviewed by other academics before publication.

Funding Applications: Funding for research and scholarly or creative activities is normally obtained from outside sources, either private or public, such as national granting agencies, contracts or contributions from various government departments (both federal and provincial), private sector corporations, endowments, or registered charitable organizations. Applications are detailed documents setting forth past performance and future plans. Committees compare applications and solicit academic assessments and reviews for each application from across the country (or worldwide). Competition is extremely keen.

Seminars, Clinics, Workshops: In many disciplines, invitations to deliver seminars, clinics or workshops are subject to extensive review and the performance of the librarian is reviewed by participants.

Performance or Display of Creative Works: The decision to perform or display creative works is subject to extensive review and the resulting work is often broadly reviewed both by other academics and the public press.

4. **PERFORMANCE**

In addition to any other performance assessments, the University may annually review the performance of an employee [43.01].

5. **DISCIPLINARY PROCEDURE**

The University has the right to invoke a disciplinary process as per Article 42 to deal with conduct and/or performance problems of any employee, whether a tenured appointment or not. Disciplinary sanction may include: withdrawal of Progress Through The Ranks (PTR) [36A.04(b)]; a written letter of warning which is placed in the librarian's Official File, a suspension without pay; or dismissal [42.01,42.02 and 43.01].

Dated this 23RD day of June, 2005



For the Association



For the University

Memorandum of Understanding**between****The University of New Brunswick (UNB)****and****The Association of University of New Brunswick Teachers (AUNBT)****SUBJECT: Stipends for Canada Research Chairs**

The Parties recognize that the awarding of Canada Research Chairs (CRC) to members of the faculty of the University of New Brunswick, following a process that involves international peer review of both the research record and the research proposal of the candidate, is strong recognition of the international research stature of the recipients and represents a major contribution by the federal funding agencies toward research at the University of New Brunswick. Specifically, Tier 1 Canada Research Chairs must demonstrate that they are internationally recognized leaders in their field and Tier 2 Canada Research Chairs must demonstrate that they have the potential to become internationally recognized leaders in their field. A Tier 1 award brings \$200,000 per annum and a Tier 2 award brings \$100,000 per annum into the University of New Brunswick to support the research of the CRC holders.

The Parties recognize the common practice across Canada of awarding salary bonuses to recipients of Canada Research Chairs and the inclusion in the CRC application of a line in the proposed budget for the "salary, including any bonus", to be paid to the Canada Research Chair.

The Parties therefore agree to implement a stipend to all current holders of Canada Research Chairs according to the following terms:

Tier 1 Chairs: Beginning on the date of appointment as a Canada Research Chair, a stipend at the rate of 25% of the current salary floor for Assistant Professors will be paid to all Tier 1 Canada Research Chairs;

Tier 2 Chairs: Beginning on the date of appointment as a Canada Research Chair, a stipend at the rate of 12.5% of the current salary floor for Assistant Professors will be paid to all Tier 2 Canada Research Chairs;

Red Circling: In the event that a Canada Research Chair ceases to hold that appointment, for whatever reason, the income (equal to the total of the faculty member's salary plus CRC stipend at the time the faculty member ceases to hold the CRC) will be "red circled". This means that the faculty member will continue to receive the same income until such time as the salary of the faculty member, determined in accordance with the Collective Agreement, exceeds the income at the time the faculty member ceased to hold the CRC, after which the faculty member will receive

a salary in accordance with the Collective Agreement.

Teaching Load: Canada Research Chairs shall be appointed with "research" designation in accordance with Article 22A.01 of the Collective Agreement. Accordingly, their professional responsibilities will be principally research, scholarly or other creative activities in accordance with Articles 16A.02 and 19A.02. In the event that a Canada Research Chair ceases to hold that appointment, for whatever reason, the appointment will revert to that of a tenured faculty member without "research" designation, and their professional responsibilities and workload will be in accordance with Articles 16A.02 and 19A.02 respectively.


Transition Arrangements: The Parties also agree to the following transition arrangements concerning Canada Research Chairs:

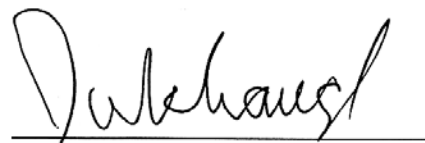
The stipends paid to Canada Research Chairs as set out above will not factor into salary comparisons with other institutions for the purpose of determining competitive adjustments and will not be counted towards Faculty's share of the university budget in any University documentation.

The terms of this Memorandum of Understanding will expire with the current Collective Agreement and may, at the request of either Party, be subject to renegotiation during any negotiations to renew or revise the Collective Agreement or to make a new Collective Agreement.

In the event that a renewed, revised or new Collective Agreement is negotiated between the Parties containing provisions for an increase in salary scales in excess of the Competitive Adjustment specified in the current Collective Agreement, the stipends above may be reduced by any such excess scale adjustment.

Dated this 22 day of March, 2001


For the Association


For the University

Memorandum of Agreement
Between
The Association of University of New Brunswick Teachers (AUNBT)
and
The University of New Brunswick (UNB)

SUBJECT: UNB Degree Credit Programs Delivered With External Partners

The Parties agree to form a Joint Committee, within 30 days of the signing of this Collective Agreement, to consider and make recommendations to the Parties on issues related to the delivery of UNB degree credit programs with external partners.

The Parties recognize that these programs raise issues such as (but not limited to): Who is the Employer? What is the basis for course approval? Is the student a UNB student? How is academic freedom protected? How are grievances handled that arise during the course of employment in such a program? How are stipends determined? How are library and other support services to be provided? How is collegial governance protected?

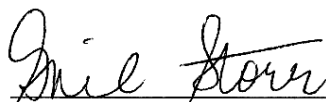
The Joint Committee shall consist of four (4) persons appointed by the University of New Brunswick and four (4) persons appointed by the Association of University of New Brunswick Teachers. The Joint Committee may increase its membership, maintaining equal representation from both Parties. The Joint Committee shall determine its own procedures, and shall report to the Parties by June 30, 2002 or such later date as the Parties may mutually agree.

The Joint Committee will make recommendations on:

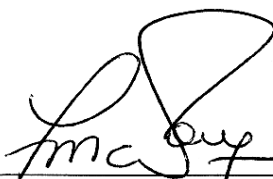
- unresolved issues related to programs currently in operation
- appropriate processes for the introduction, approval and termination of these initiatives
- changes (if any) to the Collective Agreement
- changes (if any) to University policies
- any other matters which the Committee deems appropriate;

Until such time as they have submitted their report, the Committee shall also be consulted with regard to any new initiatives related to the aforementioned programs. At a minimum, the Committee's response shall include a recommendation for the appropriate routing for academic approval, in accordance with extant Senate regulations.

Dated this 19th day of July, 2001



For The Association



For the University

Memorandum of Understanding
Between
The Association of University of New Brunswick Teachers (AUNBT)
and
The University of New Brunswick (UNB)

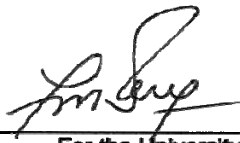
Subject: UNB Degree Credit Programs Delivered with External Partners

The Parties agree to extend the mandate of the Joint Committee, for a one year period (July 1, 2005 to June 30, 2006) during which it shall complete its work related to the use of new technologies in the delivery of UNB degree credit programs with external partners.

Dated this 24th day of June, 2005



For the Association



For the University

Memorandum of Understanding

Between

**The Association of University of New Brunswick Teachers
(AUNBT)**

and

The University of New Brunswick

Subject: Fringe Benefits Costs

The Parties reaffirm their commitment to continue the past practice of exploring cost containment initiatives through the Fringe Benefits Review Committee Process.

Dated this 27th day of July, 2005



For the Association



For the University

Memorandum of Understanding
Between
The Association of University of New Brunswick Teachers (AUNBT)
and
The University of New Brunswick (UNB)

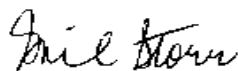
Subject: Administrative Stipends

On June 30, 2005 positions for which administrative stipends were being paid at the rate of 10 percent of the current salary floor of the rank of Assistant Professor included:

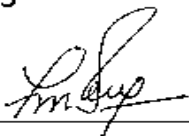
Director, Institute of Biomedical Engineering;
Director, Animal Care;
Director of Wood Science and Technology Centre;
Faculty of Education Coordinator (Saint John);
Director, Centre for Enhanced Teaching and Learning;
Director, Muriel McQueen Ferguson Centre;
Director, Mi'maq Maliseet Institute.

The Parties agree that employees holding these positions shall continue to receive an administrative stipend of 10 percent of the current salary floor of the rank of Assistant Professor. Should one of these positions become vacant and the University decide to make a substantive change in duties, or if a new position is created, payment of any stipend shall be by agreement of the Parties. Such agreement shall not be unreasonably withheld.

Dated this 24th day of June, 2005



For the Association



For the University

Memorandum of AgreementBetween:The Association of the University of New Brunswick Teachers (AUNBT)andThe University of New Brunswick (UNB)SUBJECT: **Impact of Technology**

The Parties agree to extend the mandate of a Joint Committee, for the period of time during which the current collective agreement is in effect, to consider and make recommendations to the Parties on issues related to the use of new technologies (such as, but not limited to, the Internet, World Wide Web, audiographics and video conferencing) in the delivery of the programs of the University including teaching, research and administration..

The Joint Committee shall consist of two co-chairs, one appointed by each party, in addition to three (3) other persons appointed by the University of New Brunswick and three (3) other persons appointed by the Association of University of New Brunswick Teachers. The Joint Committee shall determine its own procedures, and shall report to the Parties each December 31

The Joint Committee will make specific recommendations on:

- o changes (if any) to the Collective Agreement provisions concerning workload, criteria for promotion and tenure, patents and copyright, attends and any other matters which the Committee deems appropriate;
- o changes (if any) to the University policies related to the use of new technologies.

Dated this 6th day of December, 2002


For the Association

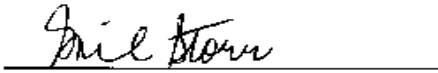

For the University

Memorandum of Understanding
Between
The Association of University of New Brunswick Teachers (AUNBT)
and
The University of New Brunswick (UNB)

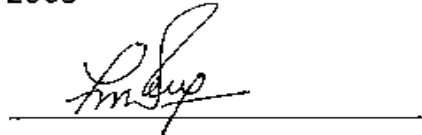
Subject: Impact of Technology

The Parties agree to extend the mandate of the Joint Committee, for a one year period (July 1, 2005 to June 30, 2006) during which it shall complete its work related to the use of new technologies in the delivery of the programs of the University including teaching, research and administration.

Dated this 24th day of June, 2005



For the Association



For the University

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

and

The University of New Brunswick (UNB)

Subject: Mandatory Retirement


Whereas the parties recognize that mandatory retirement is likely to be eliminated in New Brunswick during the life of the collective agreement which commences July 1, 2005 and the Parties believe that they would mutually benefit from constructive dialogue, the Parties agree to form a Joint Committee within 30 days of the signing of this Collective Agreement to consider and study all implications and to make recommendations to the Parties.

The Joint Committee shall consist of two (2) co-chairs, one appointed by each party, in addition to three (3) other persons appointed by the University of New Brunswick (UNB) and three (3) other persons appointed by the Association of University of New Brunswick Teachers (AUNBT).

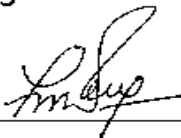
The Joint Committee shall hold an inaugural meeting within sixty (60) days of the signing of this collective agreement and shall report its recommendations to the Parties by June 30, 2006.

The Joint Committee will consult with knowledgeable individuals, consider and make recommendations on all issues arising from the elimination of mandatory retirement including, but not limited to: financial impacts, academic planning, and education concerning any Collective Agreement provisions related to issues such as workload reduction (Article 20A) and continuing performance review (Article 43) and the Memorandums of Understanding concerning accountability of faculty members, instructors, and librarians.

Dated this 24th day of June, 2005



For the Association



For the University

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

and

The University of New Brunswick (UNB)

Subject: Renaissance College Assessment Committee

The Parties agree that Renaissance College will have a College Assessment Committee the composition of which shall be as determined by a motion at a formal meeting of the Renaissance College Faculty Council¹ providing that:

1. The Dean of Renaissance College shall convene and chair the committee; and
2. The Committee may sit as a Committee of the Whole in which case the quorum shall be three-quarters (3/4) of the committee with upward rounding; or
3. The Committee may consist of five (5) elected Renaissance College faculty members or instructors in which case the quorum shall be four (4) members.

The Parties also agree that appointments to Renaissance College requiring a second level of recommendation shall be referred to the Inter-Faculty Assessment Committee composed of the Faculties of Nursing, Education and Law (Article 25A.05(i)(a)). In these cases, the Dean of Renaissance College shall convene and chair the IFAC and a faculty member from Renaissance College, who is also a member of the AUNBT bargaining unit, shall be elected by the Renaissance College Faculty Council to be a member of the IFAC.

In years when Renaissance College has candidates for assessment for probation, tenure or promotion, the Dean and the elected faculty member shall be full members of the Nursing/Education/Law IFAC for that year.

Dated this 1st day of June, 2005



For the Association



For the University

¹ For purposes of this MOU, Renaissance College's Faculty and Faculty Council shall include all who hold an academic appointment at UNB who have been appointed or cross-appointed to Renaissance College, including individuals who have been excluded from the AUNBT bargaining unit.

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

and

The University of New Brunswick (UNB)

Subject: Assessment of Teaching Competence (Article 25D.06(a))

The Parties agree to form a Joint Committee, within 30 days of the signing of this Collective Agreement, to consider and make recommendations to the Parties on issues related to the assessment of teaching competence.

The Parties agree that it is desirable to employ fair and accurate mechanisms for the assessment of teaching competence as part of the overall assessment of a faculty member's academic competence in the dissemination of knowledge. The Parties have agreed on an established list of 13 criteria to assess teaching competence currently identified in Article 25D.06(a). Nevertheless, the Parties seek to identify and agree upon means of enhancing the quality of the documentary evidence related to assessment of academic competence in the dissemination of knowledge.

The Joint Committee shall consist of two co-chairs, one appointed by each party, in addition to three (3) other persons appointed by the University of New Brunswick and three (3) other persons appointed by the Association of University of New Brunswick Teachers. The Joint Committee shall consult stakeholders (including students) and persons knowledgeable in the field of assessment of teaching, but otherwise it shall determine its own procedures. The Committee shall report to the parties by June 30, 2006 or such later date as the Parties may mutually agree.

The Joint Committee will make recommendations on:

- Mechanisms (if any) that may be adopted to improve the assessment of faculty members' teaching competence as part of the overall assessment of academic competence in the dissemination of knowledge; and
- Changes (if any) to the Collective Agreement provisions governing the assessment of teaching competence as part of the overall assessment of academic competence in the dissemination of knowledge.

Dated this 1st day of June, 2005



For the Association



For the University

Memorandum of Understanding
Between
The Association of University of New Brunswick Teachers (AUNBT)
and
The University of New Brunswick (UNB)

Subject: Clinical Nursing Instruction

The Parties agree that the current provisions of Article 22B.06 regarding "total duration of term appointments of an individual" do not fully serve the demands of clinical instruction in the Faculty of Nursing (UNBF) and/or the Department of Nursing (UNBSJ). The Parties agree that distinguishing between the duties and responsibilities of "Clinical Nursing Instructors" and "Instructors" as currently defined in the AUNBT/UNB Collective Agreement and developing an approach to the ongoing issue of providing clinical teaching is important.

For purposes of this MOU the Parties use the term "Clinical Nursing Instructors" to denote an employee in the AUNBT bargaining unit whose principal responsibility is teaching and/or coordination of clinical courses and/or laboratories within the Faculty of Nursing UNBF (Fredericton, Bathurst, Moncton) or the Department of Nursing UNBSJ.

The Parties agree to form a Joint Committee to examine the issue of effective and efficient use of financial and human resources in the delivery of clinical nursing instruction. The Joint Committee shall begin meeting in the Fall of 2005 and will report no later than June 30, 2006.

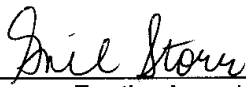
The committee shall have, at a minimum, representatives from AUNBT, Nursing (UNBF and UNBSJ), Human Resources, the office of the VP (Fredericton/Academic) and the VP (Saint John). The representatives from AUNBT and Human Resources shall co-chair the Joint Committee. The joint co-chairs shall have the ability to increase membership on the Committee should particular expertise be required.

The Joint Committee shall have as its specific mandate:

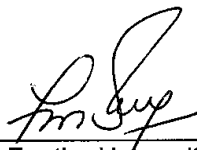
- review of existing practices concerning the use of term appointments.
- examination of the implications of exempting Clinical Nursing Instructors from the limitations on term appointments described in Article 22B.06.
- consideration of other issues impacting the utilization of Clinical Nursing Instructors.

The Joint Committee shall make recommendations as it sees fit. Recommendations shall be non-binding on the Parties and those requiring changes to the Collective Agreement will only be implemented with the agreement of both the AUNBT and the University.

Dated this 30th day of June, 2005



 For the Association



 For the University

Memorandum of Agreement

Between

The Association of New Brunswick University Teachers (AUNBT)

And

The University of New Brunswick(UNB)

Subject: External Assessment (Article 25D.09)

For the purposes of external assessments as prescribed by Article 25D.09 of the Collective Agreement, the method of determining the documentary evidence to be used in assessment for promotion to the rank of Professor for the life of the Collective Agreement, shall be as follows:

The Dean and the faculty member shall together determine the documentary evidence to be sent to the external assessors. In so doing, the Dean and the faculty member should consider, but are not limited to, examples of published works, curriculum vitae, application for promotion letter, student opinion surveys, the teaching dossier or other relevant teaching material, and any other documentary evidence that the parties consider relevant. Evidence of such agreement shall be in writing.

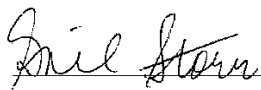
Where the Dean and the faculty members are unable to agree on the documentary evidence to be sent to the external assessor, the following documents, as prescribed in Article 25B.05 shall be sent:

Article 25B.05(i)

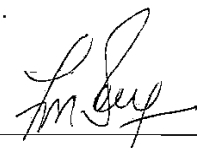
- a) a copy of the Official File of the Employee;
- b) a written statement by the Employee to the Dean by any applicable deadline as set out elsewhere in this Agreement that provides a description, with appropriate reference to the documentation, of how his or her record satisfies the criteria set out in the relevant articles of the Collective Agreement;
- c) any other relevant documentary evidence, which may include a teaching portfolio, submitted to the Dean by the Employee on or before any applicable deadline as set out elsewhere in this Agreement;
- d) any other relevant documentary evidence which has been provided by the Dean. The Employee will be provided a copy of any such evidence at the time of its introduction;

It is understood that the Faculty Member will be responsible for providing the Dean with one copy of any material in items b) and c).

Dated this 2nd day of February, 2006.



For the Association



For the University

Memorandum of Understanding
Between
The Association of University of New Brunswick Teachers (AUNBT)
and
The University of New Brunswick (UNB)

Subject: Economic Adjustment Article 36B.07

The Parties agree within one year of the signing of this Collective Agreement to form a Joint Committee to review the ongoing status of UNB salaries with the comparison group referred to in 36B.07.

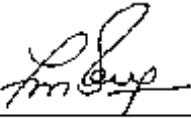
The Joint Committee shall consist of two co-chairs, one (1) appointed by each party, in addition to two (2) other persons appointed by the University of New Brunswick (UNB) and two (2) other persons appointed by the Association of University of New Brunswick Teachers (AUNBT).

The Joint Committee shall report to the Parties annually by February 1st.

Dated this 12th day of January, 2006



For the Association



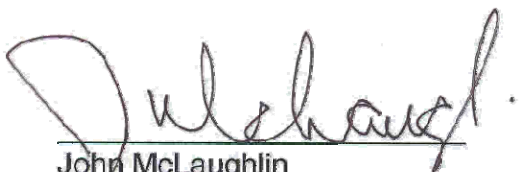
For the University

SIGNED AT FREDERICTON, NEW BRUNSWICK

THIS 20th DAY OF February, 2006

UNIVERSITY OF NEW BRUNSWICK

**ASSOCIATION OF UNIVERSITY
OF NEW BRUNSWICK
TEACHERS**

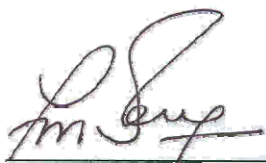


John McLaughlin
President and Vice-Chancellor



Francesca Holyoke
President


Members of Negotiations Committees



Peter McDougall



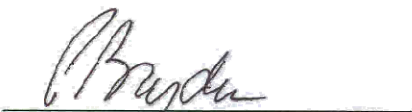
Gail Storr



Barbara Cooper



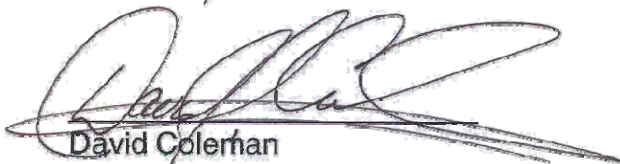
John Neilson



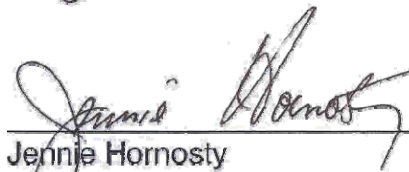
Philip Bryden




Jack Van Der Linde



David Coleman



Jennie Hornosty



Robert MacKinnon