

**Joint Guidelines**  
**For the Implementation of Certain Aspects of the Collective Agreement for**  
**Contract Academic Employees**  
**Between the Association of University of New Brunswick Teachers (AUNBT)**  
**And**  
**The University of New Brunswick (UNB)**

Because certain issues have arisen in implementing the second collective agreement for Contract Academic Employees (2013-16), AUNBT and UNB consider that it would be in the best interest of current and future Contract Academic Instructors to address those issues.

To that end, the AUNBT and UNB have agreed to these Joint Guidelines to govern the matters contained herein. In the case of a conflict between the Joint Guidelines and the Collective Agreement, the Joint Guidelines will govern.

These guidelines will apply from the date of signing by both parties and will expire on June 30, 2015 unless the parties agree to extend them. The parties will meet during the year to consider whether the guidelines should continue or change.

**ROFR Expiry Dates**

1. The ROFR for a course expires if the course is not taught for **five** assessment years.
  - a. This is longer than the "3 assessment years" specified in 20A.05.
  - b. "Not taught" means not taught by the CAI. If the course is taught by someone else or not offered at all in an assessment year, it still counts as a year "not taught".
  - c. The parties believe this makes better sense as five years is the same length of time for reassessment and helps to link together with the guidelines on MYA.

**Length of Term of ROFR and MYAs**

2. ROFRs are scheduled for reassessment five years after they were initially awarded. For example, a ROFR awarded in the Fall of 2013 will be reassessed in the Fall of 2018.
3. Automatic MYAs are for a five-year term, which starts from the term it was awarded. For example, an Automatic MYA awarded in the Fall of 2013 expires at the end of the Fall of 2018.

### **Multiple-section Courses – Maximum Number of Sections Per ROFR-holder or MYA-holder**

4. If a course is offered with multiple sections, the maximum number of sections that can be obtained by a ROFR or MYA holder is two per term.
5. This maximum applies whether a CAI is using a ROFR, MYA, or combination of the two but nothing prevents a ROFR-holder or MYA-holder applying for additional sections without relying on the ROFR or MYA.
6. Overall course limits per term still apply.
7. For example, if there are 6 sections of ENGL 100X offered in the Fall Term and eligible for consideration are 2 Automatic MYAs and 3 ROFRs who do not have a MYA, the likely allocation will be:
  - a. 2 sections to Automatic MYA CAI #1
  - b. 2 sections to Automatic MYA CAI #2
  - c. 2 sections to top ranked ROFR CAI who does not hold a MYA.
8. These 2 sections per MYA or ROFR maxima may be exceeded upon approval by the Vice-President Fredericton (Academic) or Vice-President (Saint John) on the recommendation of the Chair or Dean for sound academic reasons with notice to the Association giving these reasons. This should not normally be done when there are MYA, ROFR and general applicant CAIs not yet at their maxima.

### **Ranking of Multiple ROFR Holders**

9. In 20A.06, if multiple ROFR-holders apply for a course, they are ranked by the CAIAC. Then, the first ranked candidate gets to pick his/her 2 sections (Fall/Winter) first.

### **Ranking of Multiple Appointed/Discretionary MYA Holders**

10. Appointed/Discretionary MYAs are MYAs awarded by a Dean/Chair after a successful ROFR evaluation and recommendation from the CAIAC to give the discretionary MYA. They are optional, for a fixed term and can have contractual conditions and limits (for example, it could be a discretionary MYA for Course X only in the evening).
11. Appointed/Discretionary MYAs take precedence over Full-time Faculty on load, Full-time Faculty on overload, Automatic MYAs, ROFRs and non-ROFR holders.
12. If more than one Appointed/Discretionary MYA exists for a course, the Appointed/Discretionary MYAs are ranked by the number of times the MYA has taught the course in the last five assessment years. Whoever has taught more gets precedence over the others to pick his/her two sections first, then the person who has taught the second most, etc.

### **Ranking of Multiple Automatic MYA Holders**

13. Automatic MYAs rank over Full-time Faculty on overload, ROFRs and non-ROFR holders.
14. If more than one Automatic MYA exists for a course, the Automatic MYAs are ranked by the number of times the MYA has taught the course in the last five assessment years. Whoever has taught more gets precedence over the others to pick his/her two sections first, then the person who has taught the second most, etc.

### **Obtaining and Automatic MYA while holding an Appointed/Discretionary MYA in a Course**

15. The grant of an Appointed/Discretionary MYA in a course does not affect the accumulation of teaching credits towards an Automatic MYA in that course but the right to exercise such an Automatic MYA cannot be exercised until the Appointed/Discretionary MYA has expired.

### **Course Counts for Eligibility for Automatic MYA**

16. A CAI with a ROFR will be offered an automatic MYA after having taught a course seven or more times in the last nine years. The years examined are from May 1 to April 30. For example, eligibility to be offered an Automatic MYA in the Fall of 2014 will be determined by counting the number of times taught from May 1, 2005 to April 30, 2014.

### **MYAs are Campus Specific**

17. MYAs are campus specific. That is, they are earned, offered and applied on a per campus basis based on courses taught on that campus.
18. For example, CAIs with a ROFR in Course "X" would be eligible for an Automatic MYA in Fredericton for Course "X" if they had taught Course "X" in Fredericton at least 7 times in the last 9 years. They might also get an Automatic MYA in Saint John if they had taught Course "X" in Saint John 7 times in the last 9 years.
19. ROFRs remain non-campus specific. Someone may apply to use a ROFR on either UNB campus or UNB site, but, subject to the terms of the employment contract, he/she will be responsible for his/her own travel costs.

### **Offering of Automatic MYAs**

20. Declining an Automatic MYA Offer – If a CAI declines an offer of an Automatic MYA in a course:
  - a. The CAI will receive no future notifications of his/her eligibility for an Automatic MYA in that course;
  - b. The CAI can ask to receive a new offer for an Automatic MYA at a future date so long as he/she remains eligible;

- c. If the CAI asks for a new offer and accepts the offer at a later date, the Automatic MYA will be useable on a go-forward basis and not disrupt any courses already offered or awarded.
- 21 Not Responding to an Automatic MYA Offer – If a CAI is sent an offer of an Automatic MYA in a course and fails to respond by the deadline:
- d. The CAI will receive one more notification of their eligibility for an Automatic MYA next year;
  - e. The second notification will state that it is the final notification that will be made but the CAI will remain able to ask for a new offer at a future date so long as he/she remains eligible.
  - f. If the CAI declines or does not respond to that final notification, no future notifications of his/her eligibility in that course will be sent.
  - g. The CAI can ask to receive a new offer for an Automatic MYA at a future date so long as he/she remains eligible;
  - h. If the CAI asks for a new offer and accepts the offer at a later date, the Automatic MYA will be useable on a go-forward basis and not disrupt any courses already offered or awarded.

**Expiry of an Automatic MYA for Failing to Teach a Course**

- 22 Article 20A.02 provides that “[i]f, in any subsequent year in which the course is offered, the Contract Academic Instructor fails for reasons other than illness, maternity leave under Article 25 or parental leave under Article 26 to teach it at least once, this MYA shall expire.”
- 23 For the purpose of determining whether this provision is activated to potentially expire a MYA:
- i. “Year” means “assessment year” (i.e. September 1 to August 31). That is, an individual would have to have failed to teach a course at least once, when offered, in the period of September 1 to August 31.
  - j. While the Guidelines are in place, the “reasons other than illness, maternity leave... or parental leave” to not teach a course is being replaced with a generic right to allow a CAI, at his/her choice, to take a “year off” from teaching a course for which he/she has an automatic MYA without having the MYA expire by reason of not teaching for one assessment year.
    - i. The reason to take an assessment year off (and not risk having the MYA expire) can be any reason, including illness, maternity leave, parental leave, or some other reason entirely.
    - ii. This means that once, and only once, in every five-year term of

the MYA a CAI can take one "assessment year off" from teaching a course without having his/her MYA be expired

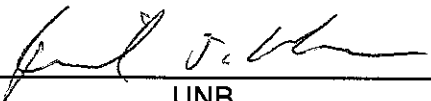

- iii. This option does not accrue, nor are "partial" years relevant. By exercising this right, the CAI will not have his/her automatic MYA expire by reason of not teaching a course when offered (i.e. it lets a CAI decline all offerings of a course in a year, whether those offerings are made only in the Fall or every term in a year).
- iv. The CAI is to notify the Department offering the MYA course as soon as reasonably possible of the decision to use this option to take an assessment year off from teaching a course, but no later than when the CAI declines an offer to teach the course.

### **Interaction Between ROFRs and Automatic MYAs**

- 24. The reassessment procedure and standards to maintain an Automatic MYA and a ROFR are the same under the collective agreement.
- 25. When a CAI accepts an Automatic MYA, the Automatic MYA and ROFR become linked for assessment purposes.
- 26. Reassessment Dates – Notwithstanding the wording of the second paragraph of 20A.02, there will be no Automatic MYA reassessment separate from a ROFR reassessment. The Automatic MYA will be reassessed at the same time and schedule as the ROFR reassessment (which is currently every five years from when it is granted). For example, if a CAI had a ROFR assessment in 2009-10 and obtained his/her Automatic MYA in 2013-14, the following would be his/her reassessment schedule:
  - k. 2009-10 – Original ROFR assessment
  - l. 2013-14 – Automatic MYA is offered without assessment
  - m. 2014-15 – MYA+ROFR reassessment (5 years after granting of ROFR)
  - n. 2019-20 – MYA+ROFR reassessment (5 years after renewal of ROFR)
  - o. 2024-25 – MYA+ROFR reassessment (5 years after renewal of ROFR)
- 27. Loss of ROFR or Automatic MYA from a Negative Reassessment – If you lose a ROFR, you lose your MYA. If you lose your MYA, you lose your ROFR.
- 28. Expiry of a ROFR (20A.05) – If you lose a ROFR through inactivity (i.e. not teaching for five assessment years as described in paragraph 1 above), you lose your Automatic MYA.
- 29. Expiry of an Automatic MYA (20A.02) – If you lose an Automatic MYA through not accepting an offer to teach at least one section in a year per 20A.02, you do not lose your ROFR.

**Anonymous Materials in Official Files and Assessments**

- 30. Under paragraph 22.06 of the Collective Agreement, no anonymous materials (other than Senate/Faculty/Department approved SOSs) may be included in a CAI's Official File nor be submitted (by the CAI or UNB) in an assessment decision under the collective agreement.
  
- 31. This means CAIs are not to submit anonymous "rateyourprofessor.com" rankings or postings, self-created anonymous opinion surveys, or anonymous letters of support from students.

Signed Off on Date: <u>21 July 2004</u> Time: <u>11:05 Am</u>	
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UNB	AUNBT