

**PART-TIME COLLECTIVE AGREEMENT (including amendment)**  
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## **Preamble**

Whereas the principal objectives and purposes of the University are the attainment of academic excellence in undergraduate education, the advancement of learning, and the pursuit and dissemination of knowledge;

And whereas these objectives and purposes are achieved principally through teaching, scholarship, research, creative activity and service to the University and the community at large;

And whereas the Parties hereto recognize that part-time teachers make important contributions to the achievement of these objectives and purposes;

Therefore this collective agreement is made and entered into between Mount Allison University (hereinafter referred to as the "Employer") and the Mount Allison Faculty Association (hereinafter referred to as the "Union") in order to set out specific contractual provisions in respect of part-time teachers which are intended to serve these objectives and purposes, to promote and maintain harmonious relationships between the Parties, and to provide a means for settling disputes which may arise from time to time.

## **Article 1 – Definitions**

- 1.01 a) The words 'Academic Year' refer to the period from July 1 to the next June 30, both dates inclusive, or, in the case of an employee's initial year with the Employer, the period from the effective date of his/her appointment to June 30 in the next calendar year, both dates inclusive.
- b) The word 'Agreement' refers to this collective agreement between the Union and the Employer.
- c) The words 'Bargaining Unit' refer to the group of persons made up of all Part-time Employees as defined below in this clause.
- d) The word 'Board' refers to the Board of Regents of the Employer or the Executive Committee of the said Board of Regents.
- e) The word 'Day', where it is not qualified by the word 'calendar', refers to a working day; that is, it refers to any Monday, Tuesday, Wednesday, Thursday or Friday except those which are observed by the Employer as holidays.
- f) The word 'Dean' refers to the Dean of Arts, the Dean of Science, the Dean of Social Sciences, or the Director of the Ron Joyce Centre for Business Studies as the case may be. The Director of the Ron Joyce Centre for Business Studies shall serve as the Dean for Part-time Employees in the Department of Commerce when the term 'Dean' is referenced in this Agreement.
- g) The word 'Department' refers to an academic department or school of the University.
- h) The word 'employee' is defined in the agreement between Mount Allison University and the Mount Allison Faculty Association (Full-Time Faculty Bargaining Unit).
- i) The words 'intellectual property' refer to any result of intellectual or artistic activity that is created by a Part-time Employee and can be owned by a person. Intellectual property includes all works that can be protected under patent, copyright, trademark, or other equivalent legislation.
- j) The words 'Part-time Employee' refer to a person who is employed on a part-time basis by the Employer and who by virtue of such employment teaches or team-teaches on a per-course basis at least one Mount Allison University degree credit course, including Mount Allison degree credit courses offered through the Department of Continuous Learning; save and except those at or above the rank of Assistant Dean, the University Librarian, the Dean of Students, the Controller, the Director of Continuous Learning, Mount Allison students, and those who are excluded from the Bargaining Unit by the terms of the *Industrial Relations Act*.

- k) The word 'Parties' refers to the Employer and the Union.
- l) The word 'Party' refers to one of the Parties.
- m) The word 'President', where it is not qualified, refers to the President of the University.
- n) The word 'Program' refers to any interdisciplinary academic program with eponymous courses that is administered by a director instead of a Department head.
- o) The words 'salary scale floor' refer to the annual salary at step 1 for a full-time Assistant Professor.
- p) The word 'Senate' refers to the Senate of the University.
- q) The words 'University Librarian' refer to the professional librarian acting as chief administrative officer of the University's libraries and archives.

## **Article 2 – Recognition**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for Part-time Employees.

## **Article 3 - Amendments to the Mount Allison University Act**

- 3.01 Part-time Employees are hereby advised that there is an article in the Union's collective agreement with the Employer covering librarians and full-time faculty that deals with amendments to the *Mount Allison University Act, 1993*. See Article 3 of that collective agreement for more information.

## **Article 4 - Management Rights**

- 4.01 The Employer retains all powers consistent with the terms of *The Mount Allison University Act, 1993*, as amended, to manage and operate without any limitations except those limitations which are set out in the Agreement.
- 4.02 Without restricting the generality of Clause 4.01, the Union acknowledges that, except where and to the extent that these powers are limited by the terms of the Agreement, it is the exclusive function and right of the Employer
  - a) to hire, lay off, classify, and transfer Part-time Employees,
  - b) to discipline Part-time Employees,
  - c) to determine the numbers and functions of Part-time Employees required from time to time, and
  - d) to be the final judge of the qualifications and competence of Part-time Employees.

## **Article 5 - Rights of the Union**

- 5.01 The Employer shall deduct from each Part-time Employee the dues certified by the Union in writing to be currently in effect according to its constitution and by-laws.
- 5.02 The Employer shall with each monthly remittance of dues withheld from Part-time Employees supply the Union with a statement giving names of Part-time Employees and amounts deducted from each Part-time Employee as dues.
- 5.03 The Union shall hold the Employer harmless in the event that dues deducted as provided above are found to have been wrongfully deducted.
- 5.04 The Employer shall indicate the annual total of payroll deductions for the Union's dues on each Part-time Employee's T-4 slip.
- 5.05 The Employer shall not unreasonably deny the Union permission to conduct business on the Employer's premises.

- 5.06 The Employer will not unreasonably deny its facilities and services to the Union or its members at the prevailing cost to Departments.
- 5.07 The Employer shall print and provide to the Union, without charge, a copy of the Agreement for each Part-time Employee, plus one hundred (100) copies at one-half the cost of the printing of these copies.
- 5.08 Upon the written request of the Union, the Employer shall provide pay cheques for individuals employed by the Union up to the amount of the monies held by the Employer which would otherwise be payable to the Union. The Employer shall make such standard deductions as may be applicable and shall issue T-4 and T-4A slips as may be appropriate.
- 5.09 The Union holds the Employer harmless in the event that payments made as provided above are found to have been wrongfully made.
- 5.10 Part-time Employees are hereby advised that there is a clause in the Union's collective agreement with the Employer covering librarians and full-time faculty that deals with office and secretarial support for the Union. See Clause 5.10 of that collective agreement for more information.
- 5.11 Upon the written request of the Union, the Employer shall provide the Union's auditor once each year in January a written statement of monies payable to or receivable from the Union as of the immediately preceding December 31st.
- 5.12 Part-time Employees are hereby advised that there are clauses in the Union's collective agreement with the Employer covering librarians and full-time faculty members that deal with release time for the Union president, exchange of briefs between the Union and the Employer before representation is made to any government agency, and notification about meetings of the Board and its committees. See clauses 5.12 to 5.15 of that collective agreement for more information.
- 5.13 In September of each year, the Employer will provide the Union with a list of Part-time Employees on Part-Time Continuing Appointment, and the course(s) they are teaching.
- 5.14 By March 1 of each year, the Employer shall provide the Union with a list of the part-time earnings of Union members for the previous calendar year.
- 5.15 If the Union designates a Part-time Employee for release under Clause 5.12 a) or b) of the Full-time Collective Agreement, the Part-time Employee shall not be released from any assigned teaching duties and the Employer shall provide the Union with a payment equivalent to the base stipend for teaching a three (3) credit course for each release, to be allocated by the Union to the Part-time Employee for service to the Union.
- 5.16 A Part-time Employee, at his/her request and where reasonably warranted, has the right to have a representative of the Union accompany him/ her to an individual meeting involving the Dean, University Librarian, or Vice President (Academic and Research) with that Part-time Employee.

## **Article 6 - Union Employer Relations**

- 6.01 The Employer shall not enter into any agreement with a Part-time Employee concerning his/her terms or conditions of employment which conflicts with provisions of the Agreement.
- 6.02 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 shall have normal access to the Employer's premises to consult with Part-time Employees.
- 6.03 There shall be a Joint Liaison Committee, hereinafter in this article called the Committee, composed of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall be chaired alternatively by one (1) of the representatives of the Union and one (1) of the representatives of the Employer who

- shall together be responsible for preparing and distributing agendas for and minutes of meetings.
- 6.04 The Committee shall review matters of concern excluding any dispute which is at that time being resolved under the grievance and arbitration procedures set out in Article 36. The Committee shall attempt to foster good communication and effective working relationships between the Parties and shall attempt to maintain a spirit of cooperation and respect between the Parties.
- 6.05 The Committee shall meet a minimum of once every three (3) months, but may meet more often if the members of the Committee so agree.
- 6.06 The Committee shall determine its own procedures subject to the provision that a quorum shall be three (3) members.
- 6.07 The Committee shall have no power to bind either Party nor to alter or amend the Agreement.

#### **Article 7 - Department or Program Evaluation**

- 7.01 If the Employer evaluates a Department or Program, such an evaluation shall involve an assessment of the work of a Department or Program as a whole, as distinguished from the evaluation of the performances of individual Part-time Employees.
- 7.02 Part-time Employees are hereby advised that there is an article in the Union's collective agreement with the Employer covering librarians and full-time faculty that deals with Program and Department evaluations. See Article 7 of that collective agreement for more information.

#### **Article 8 – Correspondence**

- 8.01 Unless other means are specifically provided for in the Agreement, all correspondence between the Union and the Employer arising out of the Agreement or incidental thereto, shall pass between the President of the Union or designate and the President or designate.
- 8.02 Unless other means are specifically provided for in the Agreement, the internal mail service of the Employer, or personal delivery, shall be the regular means for delivery of correspondence between the Union and the Employer.
- 8.03 If the internal mail service is used for such correspondence, delivery shall be deemed to occur two (2) Days after deposit in the internal mail service, unless it is established that the correspondence was not received or was received at some other time.

#### **Article 9 - Academic and Intellectual Freedom and Privacy Rights**

##### **Academic and Intellectual Freedom**

- 9.01 The common good of society depends upon the search for knowledge and its free exposition. Academic freedom in universities is essential to both these purposes in the fulfillment of a Part-time Employee's professional responsibilities, which are specified in Clause 12.01 of this Agreement. The Parties agree that they will not infringe or abridge the academic freedom of any member of the Bargaining Unit. Members of the Bargaining Unit are entitled, regardless of prescribed doctrine, to freedom in carrying out research and creative activity, and in publishing the results thereof; freedom of teaching and of discussion; freedom to criticize the University and the Faculty Association, except that this freedom does not diminish the Part-time Employee's responsibilities under any other employment relationship she/he may have with the University; and freedom from institutional censorship. Academic freedom does not require neutrality on the part of the

individual. Rather, academic freedom makes commitment possible. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge, and with due regard for the rights of others. Freedom in teaching necessarily includes the freedom of a Part-time Employee to determine pedagogy, and the use of those teaching and support materials which he or she believes to be appropriate.

#### Privacy Rights

- 9.02 Part-time Employees have the custody and control of their professional materials, including but not limited to materials connected to teaching, research, creative activity, librarianship, and service.
- 9.03 Mail, telephone, e-mail, internet and other similar services provided to Part-time Employees by the Employer are provided for the purpose of assisting Part-time Employees in the performance of their professional responsibilities to the Employer.
- 9.04 Therefore, subject to the next sentence, Part-time Employees will not use these services except in the performance of their professional responsibilities. The occasional mailing of personal letters at their own expense, use of telephone services at no expense to the Employer, receiving and sending personal e-mail messages, and use of the Internet for personal reasons will not be a violation of this clause absent advance notification from the Employer that either the quantity or nature of the usage constitutes a violation. In no case will these services be used by Part-time Employees for commercial reasons except in the performance of their professional responsibilities to the Employer.
- 9.05 The Employer recognizes that Part-time Employees have the right to privacy in the contents of their personal and professional communications as they are being made using University services, and in the contents of the files Part-time Employees maintain, whether these communications and files are on paper or in electronic form. The Employer reserves the right to monitor and access user accounts in order to maintain the integrity of the computer system in a secure and reasonable manner. Only authorized personnel in the performance of their employment duties may access and monitor the use of information technology and computing facilities. However, this clause in no way limits the Employer's right to use material sent by the Employer to a Part-time Employee or received by the Employer from a Part-time Employee.

#### Confidentiality of Grant Applications and Research Proposals

- 9.06 Copies of grant applications and research proposals sent to the Research Committee, the Research Office or the Vice-President Academic & Research shall be confidential and will only be shared with authorized Mount Allison personnel in the performance of their employment duties. Applications or details of applications shall not be made public without the written permission of any and all Part-time Employees who are applicants.

### **Article 10 - Collegial Rights and Conflicts of Interest**

#### Collegial Rights

- 10.01 The Employer recognizes that employees and Part-time Employees have heretofore been involved in various collegial processes and the Employer will continue to utilize collegial processes where it deems it appropriate.

### Conflicts of Interest

- 10.02 For the purposes of this article, a Part-time Employee shall be deemed to have a conflict of interest when she/he has an immediate marital, familial, sexual or financial relationship with a person.
- 10.03 No Part-time Employee or other person deemed to have a conflict of interest shall participate in the appointment and evaluation procedures under the Agreement in a case where the deemed conflict of interest is in respect of the candidate or the person being evaluated.
- 10.04 A Part-time Employee who is asked to participate in such procedures in a case but cannot do so because of Clause 10.03 shall notify in writing his/her Dean and the chair of any University committee concerned that she/he cannot participate in the procedure for that case as a result of a deemed conflict of interest.
- 10.05 If the Employer has reasonable grounds to be concerned that a Part-time Employee is participating, or may participate, in such procedures in a case where she/he cannot do so because of Clause 10.03, the Employer shall meet with the Part-time Employee to discuss the matter. If after that discussion the Employer has reasonable grounds for concluding that there is a deemed conflict of interest, the Employer shall so advise the Part-time Employee concerned and the chair of any University committee concerned, and the Part-time Employee shall not participate thereafter in the procedure in that case.

## **Article 11 - Employment Equity and Non-discrimination**

### Employment Equity

- 11.01 The Parties are committed to ensuring equal opportunities for all Part-time Employees. In particular, the Parties are committed to ensuring that the processes and procedures under the Agreement as they relate to recruitment, selection, hiring, training and promotion do not create barriers that result in systemic discrimination against Part-time Employees from disadvantaged groups including but not limited to: women, aboriginal peoples, persons with disabilities, or members of visible minority groups. Therefore, the Parties are committed to the identification and removal of such barriers. In addition, the Parties are interested in considering steps that might be taken to improve the recruitment and retention of Part-time Employees in these equity groups.

### Non-discrimination

- 11.02 Subject to clauses 11.03 and 11.04, neither the Employer, the Union, nor any Part-time Employee shall discriminate against any Part-time Employee on the basis of race; colour; religion; national origin; ancestry; place of origin; age; physical disability; marital status; sex; sexual orientation; gender identification; creed; citizenship; ethnic origin; political affiliation, belief, or practice; family relationship; membership or lawful activity in the Union; previous or impending exclusion from the bargaining unit; clerical or lay status; language; or mental handicap.
- 11.03 The provisions of Clause 11.02 do not apply to the operation of the terms or conditions of any pension or insurance plan.
- 11.04 The provisions of Clause 11.02 concerning physical disability, mental handicap, or language do not apply when such a disability results in a Part-time Employee not being able to meet his/her professional responsibilities to the Employer in a satisfactory manner.

### Accommodation of Employees with Disabilities

- 11.05 a) The Parties recognize that Part-time Employees with physical and mental disabilities

as defined in the New Brunswick *Human Rights Code* have a right to reasonable accommodation and that the duty to accommodate is a tripartite responsibility requiring the active participation of the Employer, the disabled Part-time Employee, and the Union. The duty to provide reasonable accommodation extends to the point of undue hardship on the Employer, which must be defined based on concrete evidence and on a case-by-case basis taking into account all relevant factors.

- b) Upon written request to the Dean or the University Librarian by a disabled Part-time Employee requiring accommodation, the Employer shall develop an accommodation plan. At the request of the Part-time Employee, or where the Part-time Employee is, or reasonably appears to be, suffering from a mental disability, and may not be able to participate effectively in development of the accommodation plan to the same degree as individuals suffering from some physical disabilities, the Employer will consult with the Union in the development of the accommodation plan.
- c) No Part-time Employee shall be subjected to retaliation or reprisal for taking action to obtain accommodation for him/herself or any other person.

#### Workplace Harassment

- 11.06
- a) The Parties agree that Part-time Employees 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. The reasonable exercise of administrative authority does not of itself constitute harassment.
  - b) Procedures for the treatment of complaints of workplace harassment have been developed by the Employer. Any revisions to these procedures will be done in consultation with the Union. In administering these procedures, the Employer shall make every reasonable attempt to act upon a complaint promptly, fairly, judiciously, and with due regard for confidentiality.
  - c) The Parties agree that workplace harassment may be the subject of discipline.

#### Sexual Harassment

- 11.07
- a) Sexual harassment is defined as either:
    - i) vexatious conduct of a sexual nature that is directed at a member of the University community and is known or reasonably ought to be known to be unwelcome by that member, or
    - ii) conduct which is known or reasonably ought to be known to be offensive to members of the University community because of their sex or sexual orientation and which creates an environment which impairs the full and equal participation in the affairs of the University community of persons of the same sex or sexual orientation.
  - b) Procedures for the treatment of complaints of sexual harassment have been developed by the Employer. Any revision to these procedures will be done in consultation with the Union. In administering these procedures, the Employer shall make every reasonable attempt to act upon a complaint promptly, fairly, judiciously, and with due regard for confidentiality.
  - c) The Parties agree that sexual harassment may be the subject of discipline.



## **Article 12 - Professional Responsibilities, Teaching Duties and Teaching Resources**

### **Professional Responsibilities**

- 12.01 A Part-time Employee's professional responsibilities to the Employer shall encompass teaching and performing other duties as may reasonably be agreed by the Part-time Employee and Dean in the areas of academic guidance of students and service to the University.

### **Teaching Resources**

- 12.02 The Employer shall provide a level of facilities and support services consistent with the Part-time Employee's professional responsibilities.

## **Article 13 - Official Files**

- 13.01 The Employer shall maintain one official file for each Part-time Employee from the time of first appointment. This file shall be kept in the office of the Vice-President (Academic and Research) and shall be maintained for a period of at least seven (7) years after the Part-time Employee's last period of employment. Only materials placed in the official file, in accordance with this article, can be used for disciplinary purposes.
- 13.02 A Part-time Employee shall have the right, during normal business hours and after at least twenty-four (24) hours notice, to examine and receive copies of any of the material in his/her official file.
- 13.03 No material shall be placed in a Part-time Employee's official file which is anonymous or which cannot be supplied to the Part-time Employee as provided in this article, except for course evaluations supplied by the Part-time Employee. Notwithstanding Clause 13.06, any such material which is placed in error in a Part-time Employee's official file shall be removed from the file as soon as the error is discovered by the Vice-President (Academic and Research).
- 13.04 All material added to the official file shall show the date of inclusion in the file. Adverse reports shall be removed from the official file after forty-eight (48) calendar months after the most recent activity in relation to the adverse report. Evaluations by a Dean or the University Librarian under Clause 14.01 shall not be removed from the official file.
- 13.05 A Part-time Employee shall have the right to have included in his/her official file any written comments she/he wishes to make on the accuracy, relevancy, or meaning of any of the contents of his/her file and to add any other documents she/he wishes to have filed.
- 13.06 Except as herein provided, no material shall be removed from a Part-time Employee's official file except by mutual consent of the Part-time Employee and the Vice-President (Academic and Research).
- 13.07 Except when material is placed in the official file as requested by a Part-time Employee or as required by the Agreement, a Part-time Employee will be notified when material is placed in his/her official file and will be given twenty (20) Days from the date of notification to respond thereto before this material is used for the purposes of the Employer.
- 13.08 No material will be taken from a Part-time Employee's official file and made available to a third party without the consent of the Part-time Employee, unless the law requires that the material be provided to a third party in which case the employee will be notified, or unless the Agreement requires that the material be provided to a third party.
- 13.09 a) A Part-time Employee's official file shall contain one copy of the Part-time Employee's *curriculum vitae* supplied by the Part-time Employee.

- b) A Part-time Employee may submit an updated *curriculum vitae* to his/her official file at any time.
- c) When a Part-time Employee submits an updated *curriculum vitae* for his/her official file, any previous curriculum vitae that is in the file shall be removed and destroyed.

#### **Article 14 – Evaluations**

- 14.01 A Part-time Employee may be evaluated each Academic Year by the Dean on the basis of the areas set forth in Article 12. Any Part-time Employee shall be evaluated if she/he so requests before May 31<sup>st</sup>.
- 14.02 A Part-time Employee may provide the Dean and his/her Department head, prior to the end of May in each year, with information she/he would like to have taken into consideration in his/her evaluation or assessment.
- 14.03 If a Part-time Employee is being evaluated, the Dean will ask a Department head to provide the Dean with his/her written assessment of a Part-time Employee in his/her Department concerning that Part-time Employee's performance over the Academic Year of his/her professional responsibilities to the Employer.
- 14.04 An evaluation shall state whether a Part-time Employee's performance was satisfactory or not satisfactory.
- 14.05 The Dean shall forward a copy of the evaluation to the Part-time Employee by September 1, with notification of his/her right to file a response thereto pursuant to Clause 14.06, even if she/he is no longer employed by the University.
- 14.06 A Part-time Employee may submit a written response to his/her evaluation if she/he feels that it is incorrect. This response must be forwarded to the Dean within forty (40) Days of the date on which a copy of the evaluation was forwarded to the Part-time Employee evaluated.
- 14.07 A Part-time Employee's evaluations, and any responses thereto, shall be part of his/her official file.
- 14.08 The deadlines specified in this article can be extended in the case of individual Part-time Employees by mutual advance agreement of the Part-time Employee and the Dean.

#### **Article 15 - Ranks and Titles**

- 15.01 Part-time Employees shall be appointed at the rank of Part-Time Lecturer I, II, or III.
  - i) The initial appointment of a Part-Time Employee shall be at the rank of Part-Time Lecturer I.
  - ii) A Part-Time Lecturer I who has taught at least 24 credit hours or equivalent as a Part-Time Employee since July 1, 1999 shall be appointed as Part-Time Lecturer II.
  - iii) A Part-Time Lecturer II who has taught at least 60 credit hours or equivalent as a Part-Time Employee since July 1, 1999 shall be appointed as Part-Time Lecturer III.
- 15.02 A Part-time Employee who has previously been employed in a full-time position at Mount Allison University at the rank of Assistant Professor, Associate Professor, or Professor shall be appointed as a Part-time Assistant Professor, Part-time Associate Professor, or Part-time Professor. Appointment to these ranks shall be without expectation of any additional professional responsibilities and without eligibility for promotion.
- 15.03 Part-time Employees are advised that they may apply to the Vice-President (Academic and Research), through their Department head and Dean, for permission to use the honorific title of adjunct professor, in accordance with whatever procedures and criteria may be in place from time to time. This clause is included in the Agreement for the information of Part-time Employees and for no other reason.

## **Article 16 - Appointment of Part-time Employees**

### **Part-Time Appointment Committee**

- 16.01 a) Whenever a part-time teaching position is created in a Program, or Department other than the Department of Continuous Learning, there shall be a Part-time Appointment Committee made up of the head or the director who shall chair, plus two full-time faculty members chosen by the Department or Program. In the case of interdisciplinary appointments, the heads of the Departments and the directors of the Programs concerned, after consultation with members of their Departments and Programs, shall meet to strike a Part-time Appointment Committee.
- b) Before a Part-time Employee is hired by the Department of Continuous Learning to teach for the Employer for the first time, she/he shall be interviewed by the head of, and normally by at least one other faculty member in the Department which teaches the course in the University's regular program.

### **Posting of Positions**

- 16.02 a) All part-time teaching positions, other than positions for which a department or program is recommending that the position be offered to a Part-time Employee on a part-time continuing appointment in accordance with Clause 17.06 of this Agreement or positions in the Department of Continuous Learning which are to be filled by librarians or by full-time faculty members in accordance with Clause 12.13 of the Full-time Collective Agreement, shall be posted. The posting shall be drafted by the Part-time Appointment Committee or by the Director of Continuous Learning and forwarded to the Dean, and to Human Resources. With the exception of teaching done through the Department of Continuous Learning, part-time courses for a coming Academic Year shall normally be posted by the previous May 1. The Employer shall make every effort to fill part-time teaching positions by June 1. Other than cancellation, as in Clause 30.02, no change shall be made after July 15 without the consent of the employee.
- b) The posting shall state the Department, the date of the posting, the course name(s) and number(s), starting date, time(s) and duration(s), and scheduled contact hours of the course(s), anticipated approximate class size(s), the city(cities) or town(s) in which the course(s) shall be taught, required qualifications, application deadline, and that applications and supporting documents should be directed to the Chair of the Part-time Appointment Committee or the Director of Continuous Learning, as the case may be.
- c) The Employer shall place such postings on the Human Resources Employment opportunity website for at least ten (10) Days prior to the application deadline, and may advertise the positions externally.
- d) Human Resources shall forward a copy of the posting to the Union at the same time as it is posted.
- 16.03 If a position becomes available within two (2) weeks before the beginning of the term or after the commencement of the term, an appointment may be made without posting the position.

### **Appointments**

- 16.04 The Part-time Appointment Committee, or the Director of Continuous Learning in consultation with the head of the Department, shall assess candidates in accordance with the following criteria, if applicable:
- i) the requisite academic qualifications;

- ii) satisfactory record of teaching;
  - iii) teaching experience in the posted course or a similar course or courses; and
  - iv) any other relevant qualifications.
- 16.05 The Part-time Appointment Committee, or the Director of Continuous Learning, shall recommend to the Dean that a given candidate, or the given candidates in the case of team-taught courses, or any one from a group of candidates, be offered the appointment. Either may recommend that no candidate from the list of candidates be offered the appointment. More than one recommendation may be made, and a recommendation may include more than one name or group of names listed in order of preference. The Employer shall decide which candidate, if any, shall be offered the appointment. If the Employer does not intend to appoint the person recommended by the Part-time Appointment Committee, the Committee will be informed in writing of the intended decision and the reasons for the intended decision and will be given five (5) Days for further input before the final decision is made.
- 16.06 Letters of appointment shall specify the terms of employment, including
- i) the Department for which the course(s) will be taught;
  - ii) the title and number of each course;
  - iii) the salary;
  - iv) the date on which each course begins and the duration of each course;
  - v) the city (cities) or town(s) where the course(s) will be taught;
  - vi) if applicable, and to the extent known when the appointment is made, the teaching schedule(s); and
  - vii) additional responsibilities as assigned (if any).
- All part-time contracts shall normally begin two weeks before the first day of classes in the term and shall normally extend to the last day of the month in which classes end.
- 16.07 The Employer shall normally send the letter of appointment before classes begin, but in no case later than five (5) Days after the first day of classes.
- 16.08 The Employer shall include with the letter of appointment for the Part-time Employee's first appointment a copy of this Agreement.
- 16.09 The Employer shall send the Union a copy of the letter of appointment within ten (10) Days of receipt of the acceptance by the Part-time Employee.
- 16.10 The Employer shall inform the Union within five (5) Days of its cancellation of any cancelled course for which a cancellation fee will be paid.
- 16.11 Any individual who is a Part-time Employee in the current Academic Year, or who was a Part-time Employee in the previous Academic Year, and who meets the minimum academic qualifications for the position shall have the right to be interviewed for full-time positions for which they apply.

## **Article 17 - Part-time Continuing Appointments**

- 17.01 A part-time continuing appointment is an appointment without a specified term.
- 17.02 A Part-time Employee who has taught one or more courses in each Academic Year over a period of three (3) Academic Years as a Part-time Employee, including correspondence courses, and who has a record of consistent and satisfactory performance in teaching shall be eligible for a part-time continuing appointment.
- 17.03 Any Part-time Employee who qualifies under Clause 17.02 may request that the Department or Program concerned, through the head or director, initiate the recommendation for a continuing appointment. Even if a request is not made by a Part-time Employee, the Department or Program may also initiate a recommendation for a continuing appointment.
- 17.04 The Employer shall normally approve such an application. If the Employer does not intend to approve the application, the Department or Program concerned shall be

- informed in writing of the intended decision and the reasons for the intended decision and shall be given five (5) Days for further input before the final decision is made.
- 17.05 A continuing appointment does not guarantee that a Part-time Employee shall teach specific courses or in each Academic Year.
- 17.06 When a part-time position is available, a Part-time Employee who holds a part-time continuing appointment shall have the first right of appointment to a course which she/he has previously taught on three (3) or more occasions. Where two or more Part-time Employees propose to exercise this right, the Part-Time Appointment Committee shall decide who shall be assigned the course.
- 17.07 A continuing appointment shall terminate automatically if the Part-time Employee has not taught any course, including correspondence courses, over a period of three (3) consecutive Academic Years.

## **Article 18 - Department Heads and Program Directors**

### **Departments and Programs**

- 18.01 a) Unless otherwise specified, the members of a Department include the employees and the Part-time Employees appointed to that department.
- b) Unless otherwise specified, the members of a Program are the employees who currently or regularly teach courses in that Program and the Part-time Employees who are teaching courses in that Program.

### **Appointment of Department Heads and Program Directors**

- 18.02 There shall be a position of head for each Department and director for each Program. The positions of head and director shall be filled by an employee or a Part-time Employee.
- 18.03 Whenever a department head or program director resigns, is dismissed, completes his/her term of office, or otherwise vacates his/her position, all employees and Part-time Employees in the department or program concerned shall be so informed.
- 18.04 The Dean will then consult in writing with all employees and Part-time Employees in the Department or Program concerned to receive their views on the appropriate term of any appointment to the position and the qualifications which should be sought in a replacement and to seek the names of possible candidates. This written consultation does not limit the right of a Dean to meet with a Department or Program to discuss these issues.
- 18.05 The views of those consulted as provided in Clause 18.04 shall be considered before any decision is made.
- 18.06 When the Employer has determined to make an appointment of a specific person and for a specific term, the Dean will inform all employees and Part-time Employees in the Department or Program concerned of the intended appointment and will give five (5) days for further input before the final decision is made.
- 18.07 The Employer shall decide which candidate, if any, is to be offered the appointment.
- 18.08 A Department head or Program director shall normally be appointed to his/her position for a term of two (2), three (3), or five (5) Academic Years, and she/he is eligible for reappointment. An appointment for a term of less than two (2) Academic Years may be made at the request of the proposed head or Program director, or in the case of an acting head or acting Program director who is replacing a head or Program director who is on leave or whose term ends before completion of the period of appointment. An acting Department head or acting Program director has the duties and responsibilities of a head or Program director respectively and is eligible to receive the RTE as described in Article 29 of the Full-time collective agreement.

- 18.09 A Part-time Employee appointed as Department head or Program director shall receive the RTE as specified in Article 29 of the Full-time Collective Agreement. In addition the Employer shall compensate the Part-time Employee with an annual amount equivalent to the base stipend. It is recognized that this compensation will be paid in equal semi-monthly payments (of 1/24 of the base stipend) for the period during the Academic Year that the Part-time Employee serves as Department head or Program director.
- 18.10 Should the Employer conclude during the term of such an appointment, after consulting with all the employees and Part-time Employees in the Department or Program concerned, that a Department head's or Program director's performance as head or as Program director is not satisfactory, the Employer may terminate the head's or Program director's appointment before the end of the term. The decision to terminate a head's or Program director's appointment shall be based on evidence that the head or Program director is not completing his/her duties as outlined in Clause 18.11. When such evidence exists, as brought forward by members of the Department or Program concerned or by the Dean, the Employer shall consult with all employees and Part-time Employees in the Department or Program concerned and shall appoint an acting head or acting director who will take over the headship or Program director's duties until the end of the Academic Year.

#### Duties of Department Heads and Program Directors

- 18.11 The duties of a Department head or Program director shall include:
- i) advising the Dean in matters pertaining to his/her Department or Program,
  - ii) ensuring the orderly, effective, and efficient operation of his/her Department or Program,
  - iii) representing his/her Department or Program where appropriate, and
  - iv) calling and chairing meetings of the Department or Program.
- 18.12 Deans shall encourage Department heads and Program directors to present, whenever they are representing their Departments or Programs, the views of their Departments or Programs as determined through consultation with all Department or Program members, although this clause does not preclude heads and Program directors from presenting their own views as well in such cases.
- 18.13 The Department or Program shall have the power to establish rules governing:
- i) the calling of meetings by the Department head or Program director,
  - ii) the conduct of meetings, including the setting of agendas, and
  - iii) other procedures relating to the functioning of the Department or Program.

#### Evaluation of Department Heads and Program Directors

- 18.14 In any year, prior to the end of May, a Part-time Employee may provide the Dean with an assessment of his/her Department head or Program director in the performance of his/her duties under this article

**The next article is Article 25.**

#### **Article 25 - Leaves of Absences**

- 25.01 A Part-time Employee shall not lose pay because she/he is unable to perform his/ her duties as a result of sickness until after five (5) hours of instruction have been missed in a specific course.
- 25.02 A Part-time Employee who is or will become disabled shall inform his/her Department head or the Director of Continuous Learning, and the Dean, of his/her disability as soon as possible after the disability commences or after she/he knows it is likely to commence

- in order that adequate alternate arrangements can be made to see that the Part-time Employee's professional responsibilities to the Employer are met.
- 25.03 If a Part-time Employee returns to work after an absence due to sickness and before using all five (5) hours as specified in Clause 25.01, she/he may use unused sick leave credits for new disabilities or for a reoccurrence of the former disability.
- 25.04 The Employer will grant a leave with regular salary and benefits to Part-time Employees summoned to be a juror or subpoenaed to be a witness for the periods requiring absence from the University. The Part-time Employee will advise the Employer immediately when he or she is summoned or subpoenaed and when he or she knows of the periods during which absences will be required. The Part-time Employee will cooperate with the Employer in an effort to avoid undue interruption of the Part-time Employee's responsibilities to students.
- 25.05 The Employer may grant leaves of absence with or without pay and other benefits in circumstances not covered explicitly by the Agreement.

## **Article 26 - Vacations**

- 26.01 Statutory vacation pay is included in the stipend provided for in Article 30.

## **Article 27 - Holidays**

- 27.01 The following, if they fall within the period of a Part-time Employee's period of employment, shall constitute holidays for all Part-time Employees:
- i) Good Friday;
  - ii) Victoria Day;
  - iii) Canada Day, unless it falls on a weekend in which case the holiday will be the subsequent Monday;
  - iv) New Brunswick Day;
  - v) Labour Day;
  - vi) Thanksgiving Day;
  - vii) Remembrance Day;
  - viii) All days from December 24 to January 1 inclusive; and
  - ix) December 23 when it is a Monday, Wednesday, Thursday or Friday and January 2 when it is a Tuesday, Wednesday, Thursday or Friday.
- 27.02 The Employer shall not schedule classes for a Part-time Employee on a holiday.

## **Article 28 - Benefit Plans and Policies**

- 28.01 If a Part-time Employee is required to travel fifty (50) kilometres or more one way to teach his/her course, she/he shall be provided with a travel allowance, calculated and paid in accordance with the University policy "Travel Allowances for Part-Time Academic Staff." Changes to the policy will only be made after consultation with the Union.
- 28.02 The Employer has insurance policies which, subject to their terms and conditions, provide errors and omissions liability, professional liability and general liability coverage for Part-time Employees while they are acting on behalf of the Employer. The Employer shall maintain policies which provide such coverage for Part-time Employees during the term of this Agreement but reserves the right to make adjustments to these policies that in its opinion or in the opinion of the insurers are advisable for any reason. The Employer will defend and indemnify any Part-time Employee accused of defamation, by a person or party internal or external to the institution where the alleged defamation arises while the Part-time Employee was acting on behalf of the Employer in relation to the performance of professional responsibilities.

- 28.03 A Part-time Employee shall be eligible to join the Pension Plan for Faculty Members, Librarians and Senior Administrative Officers of Mount Allison University on the January 1 after having been employed for twelve (12) months and having earned, as a Part-time Employee, at least 35% of the Year's Maximum Pensionable Earnings during the previous calendar year immediately preceding the January 1.
- 28.04 a) The Employer shall grant a tuition fee discount to Part-time Employees who hold a part-time continuing appointment under Article 17 and who are not otherwise employed full-time by the University. This discount shall apply to tuition fees for Mount Allison University credit courses for eligible Part-time Employees, their spouses, and eligible dependents. The discount must be applied for in writing prior to the term in which the course or courses are to be taken. The discount for an individual shall apply for that number of courses normally required in the acquisition of a bachelor's degree. Dependent children are those who are and remain dependent up to a maximum of twenty-five (25) years of age. To qualify for this benefit, a dependent child must be age twenty-five (25) or younger as of the first day of classes in a term.
- b) The discount shall be 8% per 3-credit course taught or equivalent. The discount shall only apply during terms in which the Part-time Employee is teaching. With the exception of correspondence courses, the discount calculation for a given term will be based on the number of 3-credit courses or equivalent being taught by the Part-time Employee in that term.
- c) The discount calculation will include the equivalent courses taught in the correspondence program based on total correspondence earnings in the previous calendar year. For the purposes of this calculation, an employee must have been paid for at least twenty (20) students who completed the course or courses in the previous calendar year. The total dollar amount of payments to a correspondence course instructor in the calendar year will be divided by the base stipend in effect as of December 31 to obtain the equivalent number of courses.

## **Article 29 - Employment Related Expenses**

- 29.01 The Employer shall create a fund each Academic Year in the amount of 25% of the salary scale floor, approximately half to be allocated in the fall term and half in the winter term. Part-time Employees, excluding those who may be at the same time Unit 1 employees, may apply to the Vice-President (Academic and Research), with a copy to the Union and to the Dean, for a grant from this fund to support the discharging of his or her professional activities and responsibilities. These expenditures may include, but are not limited to, the purchase of books, subscriptions, supplies, and travel expenses. Any property purchased with the use of these funds shall be owned by the University. On the request of the Union, the Employer will provide the Union once each fiscal year with a list of the payees and amounts paid.
- 29.02 Each Academic Year, the Employer shall create three (3) research stipends that may be awarded to Part-time Employees for research and creative activity. These stipends shall be equal in value to the base stipend described in Clause 30.01(a). Part-time Employees, excluding those who may at the same time be Unit 1 employees, may apply by August 31 to the Vice-President (Academic and Research), with a copy to the Union and to the Dean for a research stipend. All applications must include a proposed plan of research and/or creative activity and an updated *curriculum vitae*. The Senate Research and Creative Activities Committee shall review the applications and make a recommendation to the Vice-President (Academic and Research), who shall notify the Part-time Employee of the decision by October 31. If, in the judgment of the Research and Creative Activities Committee, no application is successful, research stipends will



not be awarded during that Academic Year. Recipients of research stipends shall provide the Vice-President (Academic and Research) with a report of his/her activities within eighteen (18) months of the awarding of the stipend. This copy shall be placed in the Part-time Employee's official file and shall be considered by the Research and Creative Activities Committee at the time of any future application for a research stipend.

### **Article 30 – Salaries**

- 30.01 a) Except for correspondence courses and chief practical course instruction in the Department of Music, the base stipend for teaching a three (3) credit course shall be eight point seven five percent (8.75%) of the salary scale floor. This base stipend shall be prorated for courses or instruction of more or less than three (3) credits.
- b) There shall be a seniority increment in the amount of 4.5% of the base stipend if a Part-time Employee has accumulated, after July 1, 1999, twenty-four (24) credit hours of instruction as a Part-time Employee, and an additional 4.5% of the base stipend, for a total of 9% of the base stipend, if a Part-time Employee has accumulated, after July 1, 1999, sixty (60) credit hours of instruction as a Part-time Employee. Effective January 1, 2011, payments made to correspondence instructors since January 1, 2008 for the creation and revision of courses, preparation of exams, and marking student work will be counted towards the calculation of credit hours of instruction for seniority increments. The total dollar amount of payments to a correspondence course instructor in the calendar year will be divided by the base stipend in effect as of December 31 and then multiplied by 3 to obtain the equivalent number of course credits for seniority increment purposes. Any new entitlement to a seniority increment which results from this calculation will be applied to part-time earnings in the next calendar year.
- c) Hereinafter in this article, the word "stipend", where it is not modified by the word "base", will refer to the base stipend plus the seniority increment, if any.
- d) Where a course has a laboratory component, the stipend paid shall be increased by fifty percent (50%).
- e) The payment for teaching a three (3) credit correspondence course shall be four and eight-tenths percent (4.8%) of the base stipend for each student who completes the course. This payment shall be prorated for courses of more or of less than three (3) credits. A student will be deemed to have completed the course if she/he has done sufficient work to earn a passing mark. The Employer shall pay a Part-time Employee who is teaching a correspondence course two and four-tenths percent (2.4%) of the base stipend for each student who completes part of the course but not the entire course as defined in the previous sentence. When the Employer contracts with a Part-time Employee in writing to create or modify a correspondence course the Part-time Employee shall be paid an amount equal to one half (1/2) of the base stipend for creating a course, one quarter (1/4) of the base stipend for a revision of the course outline and assignments and one eighth (1/8) of the base stipend for a revision of assignments. A Part-time Employee teaching a correspondence course shall create a new examination for the course by August 1 of each year and the Employer shall pay one thirty-second (1/32) of the base stipend for preparing that exam. Payments will be initiated when the materials, final grades, or exams are received by the Director of Continuous Learning.
- f) The Employer shall pay for chief practical course instruction in the Department of Music an amount equal to one sixth (1/6) of the base stipend per student in each term. Part-time Employees in the Department of Music who are assigned to auditions or juries for students other than their own shall receive compensation at a rate of one one hundred and tenth (1/110) of the base stipend per hour.

- 30.02 a) Except for courses offered during the Spring Session, the Employer shall pay the Part-time Employee a cancellation fee of ten percent (10%) of the stipend if it cancels the course more than one month before classes start and after the Part-time Employee signs a contract to teach the course, or twenty-five percent (25%) if it cancels the course after the Part-time Employee signs a contract to teach the course and within the period that is one month before classes start and before the beginning of the fourth instructional hour. In the case of courses offered during the Spring Session, the cancellation fee shall be ten percent (10%) of the stipend if the Employer cancels the course after the Part-time Employee signs a contract but before the beginning of the fourth instructional hour. If the Employer cancels any course after the beginning of the fourth instructional hour, it shall pay the full stipend to the Part-time Employee. (April 2012)
- 30.03 The Employer may create a part-time position for the instruction of a single student. A Part-time Employee who, with the approval of the Dean, provides instruction to one student in independent study or honours research for a term, will receive compensation and credit for teaching one-third (1/3) of a three (3) credit course.

### **Article 31 – Post-Employment Privileges**

- 31.01 Upon completion of the Employee's appointment, the Employer shall maintain Part-time Employees' library privileges, email accounts, and university mailing addresses for those who apply for them in writing.

### **Article 32 – Intellectual Property**

#### **Intellectual Property**

- 32.01 In the absence of a written agreement to the contrary, ownership of all types of intellectual property shall rest with the Part-time Employee who creates it. In the event that the intellectual property is the creation of more than one Part-time Employee, the provisions of this article apply jointly to all creators of the work.
- 32.02 No Part-time Employee shall be obliged by the Employer to engage in commercialization of his/her scholarly work.
- 32.03 The Employer shall not require a Part-time Employee to enter into any agreement with a third party (including an agreement to administer funds) that alters or abridges, or has the effect of altering or abridging, the intellectual property rights of a Part-time Employee under this Agreement.

#### **Right to Publish**

- 32.04 No Part-time Employee shall be required to engage in any research activity the findings of which are prohibited from being published or fully disclosed to the public. The term "full disclosure" shall be subject to the limitations imposed by the University's Research Ethics Board.
- 32.05 No Part-time Employee shall be required to enter into any research agreement or grant that allows the funders or other third party to infringe on Part-time Employees' freedom to publish the results of scholarly inquiry and research.

#### **Right to Disclose Risks**

- 32.06 Part-time Employees shall have an absolute right to disclose publicly information about risks to research participants or to the general public or threats to the public interest that become known in the course of their inquiry and research.

## Copyright

- 32.07 The word 'copyright' applies to all original scholarly, scientific, literary, dramatic, musical, and artistic and recorded works. Insofar as the following list is not contrary to the provisions of the *Canadian Copyright Act* such works include, but are not limited to: books, texts, articles, monographs, glossaries, bibliographies, modular posters, study guides, laboratory manuals, instructor resource 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 composition, choreographic works, cartographic materials, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer programs, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, and other works of art.
- 32.08 Except as herein specified, the Employer shall have no interest in and shall make no claim to the copyright in any work produced or created by a Part-time Employee.
- 32.09 Where a Part-time Employee is paid to create materials for a correspondence course the Employer may use those materials to offer that correspondence course whether the course is taught by the Part-time Employee or by another person.
- 32.10 Where a copyrighted work is produced by a Part-time Employee with the use of the Employer's funds or its support or technical personnel, the Employer may use such copyrighted work in its programs or for internal administrative purposes. For the purposes of this article the payment of salary to Part-time Employees and the provision of a normal academic environment in which to work shall not be construed as use of the Employer's funds or use of its support or technical personnel.
- 32.11 The Employer may enter into a contract with a Part-time Employee, the terms of which give the Employer sole ownership or part ownership in the copyright of any work. The Part-time Employee may choose to negotiate such a contract with the assistance of a representative of the Union, and the Employer shall advise him/her of this right at the start of any discussions or negotiations. The Employer shall provide the Union with a copy of any such contract five (5) days prior to its execution.
- 32.12 The Employer shall not require a Part-time Employee to waive his or her moral rights.
- 32.13 In the event that the Employer relinquishes its rights to any work, all intellectual property rights shall revert to the first owner. In the event that the first owner is deceased, the rights shall revert to the first owner's estate.
- 32.14 In the event that an original work is the creation of more than one Part-time Employee, the provisions of this article apply jointly to all creators of the work.

## Patents

- 32.15 The Employer waives, disclaims and abandons any interest in or claim to any invention made by a Part-time Employee without the use of the Employer's funds or its support or technical personnel.
- 32.16 The Part-time Employee shall grant to the Employer a non-exclusive, royalty-free irrevocable, indivisible, and non-transferable right to use solely for the Employer's internal use and programs any patented invention when such an invention has been invented with the use of the Employer's funds or its support or technical personnel.
- 32.17 For the purposes of this article the payment of salary to Part-time Employees and the provision of a normal academic environment in which to work shall not be construed as use of the Employer's funds or use of its support or technical personnel.
- 32.18 Except as may be provided in a contract entered into pursuant to Clause 32.19, the Employer shall have no right to transfer or to commercialize any invention of a Part-time Employee.

- 32.19 The Employer may enter into a contract with a Part-time Employee, the terms of which give the Employer sole ownership or part ownership in an invention and any patent obtained for the invention. The Part-time Employee may choose to negotiate such a contract with the assistance of a representative of the Union, and the Employer shall advise him/her of this right at the start of any discussions or negotiations. The Employer shall provide the Union with a copy of any such contract five (5) days prior to its execution.
- 32.20 In the event that the Employer relinquishes its rights to any work, all intellectual property rights shall revert to the first owner. In the event that the first owner is deceased, the rights shall revert to the first owner's estate.
- 32.21 In the event that an invention, improvement, design, or development is the creation of more than one Part-time Employee, the provisions of this article apply jointly to all creators of the work.

**The next article is Article 35.**

### **Article 35 - Discipline**

- 35.01 A Part-time Employee may be disciplined only for just cause.
- 35.02 The only disciplinary measures that may be taken by the Employer are a letter of warning; a letter of reprimand; a suspension with pay; a suspension without pay; and a discharge. Any discipline imposed shall be commensurate with the seriousness of the conduct for which the discipline is being imposed taking into account all relevant matters. Any letters of discipline shall be placed in the Part-time Employee's official file, but shall be removed forty-eight (48) months after the most recent activity in relation to the discipline. Any correspondence relating to a disciplinary measure which the Employer sends to a Part-time Employee shall be copied to the Union.
- 35.03 Letters of warning or reprimand must be clearly identified as being disciplinary measures.
- 35.04 In the event that a Part-time Employee grieves a discharge, and the grievance is referred to an arbitration board, the following will apply:
- i) Both Parties shall expedite the hearing of the matter so that a decision will be rendered as quickly as possible. The arbitrators chosen must agree to hold a hearing within three (3) months of the discharge, or within such longer period as is agreeable to both Parties, and to issue an award within one (1) month of the hearing or within such longer period as is agreeable to both Parties.
  - ii) Until the award is rendered by the Arbitration Board, the Employer agrees that the Part-time Employee shall normally be permitted to use University facilities that are used by the public or were used by the Part-time Employee by virtue of his or her appointment as a Part-time Employee.

### **Article 36 - Grievance and Arbitration**

#### **Definition of Grievance**

- 36.01 A grievance shall be any dispute or difference arising out of the application, administration, interpretation or alleged violation of the provisions of the Agreement including any question as to whether a matter is arbitrable.

### Types of Grievances

- 36.02 a) An Individual Grievance is a grievance initiated by a single Part-time Employee.  
b) A Union Grievance is a grievance initiated by the Union.  
c) An Employer Grievance is a grievance initiated by the Employer.

### Union Rights

- 36.03 The Union shall be present at all steps of the grievance and arbitration procedure and shall represent individual grievors at all steps.

### Communications

- 36.04 A copy of all communications required by this article shall be sent to the Union in care of the chair of its Grievance Committee.

### Designated Grievance Officer

- 36.05 The Employer shall have a Designated Grievance Officer and shall inform the Union whenever a new Officer is appointed.

### Points of Access to Procedure

- 36.06 a) Individual grievances shall be initiated at step 1 of the grievance procedure with the exception of individual grievances which involve the application of discipline which shall be initiated at step 2.  
b) Any step or steps of the grievance procedure may be bypassed with the written agreement of the Parties.

### Individual Grievances

- 36.07 a) Step 1  
i) A grievance shall be forwarded to the Dean within twenty-five (25) Days of the date the events giving rise to the grievance occurred or within twenty-five (25) Days of the date upon which the grievor knew or ought to have known of the events giving rise to the grievance.  
ii) No later than ten (10) Days following receipt of the grievance, the Dean shall meet with the Union representative, who may be accompanied by the grievor, and shall make every attempt to resolve the grievance. The Dean shall convey his/her disposition of the grievance to the grievor and the Union within five (5) Days of the meeting.
- b) Step 2  
i) If the grievance is not resolved at step 1 or if the Dean fails to respond within fifteen (15) Days of receipt of the grievance, the grievor may within a further ten (10) Days submit his/her grievance to the Employer's Designated Grievance Officer.  
ii) Grievances initiated at step 2 shall be so initiated within twenty-five (25) Days of the date the events giving rise to the grievance occurred or within twenty-five (25) Days of the date upon which the grievor knew or ought to have known of the events giving rise to the grievance, whichever is later.

- iii) Within ten (10) Days of receiving the grievance, the Employer's Designated Grievance Officer shall meet with the Union representative, who may be accompanied by the grievor, and shall make every attempt to resolve the grievance. Within ten (10) Days of this meeting, the Employer's Designated Grievance Officer shall inform the grievor and the Union, in writing, of the disposition of the grievance.

#### Union Grievance

- 36.08 The Union may grieve against the Employer by forwarding a grievance in writing to the President within twenty (20) Days of the date the events giving rise to the grievance occurred or within twenty (20) Days of the date upon which the Union knew or ought to have known of the events giving rise to the grievance. No later than ten (10) Days following receipt of the grievance, the Employer's Designated Grievance Officer shall meet with the Union and shall make every attempt to resolve the grievance. The Employer's Designated Grievance Officer shall convey his/her reply to the grievance within five (5) Days from the meeting.

#### Employer Grievances

- 36.09 The Employer may grieve against the Union by forwarding a grievance in writing to the President of the Union within twenty (20) Days of the date the events giving rise to the grievance occurred or within twenty (20) Days of the date upon which the Employer knew or ought to have known of the events giving rise to the grievance. No later than ten (10) Days following receipt of the grievance, the President of the Union or his/her designate shall meet with the Employer and shall make every attempt to resolve the grievance. The President of the Union or designate shall convey his/her reply to the grievance within five (5) Days from the meeting.

#### Arbitration

- 36.10 No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure as set out above.

#### Appointment of Arbitrators

- 36.11 If either the Employer or the Union wishes to refer a matter to arbitration, it shall, within ten (10) Days of the date on which the grievor received or should have received the disposition to the grievance, give to the other Party written notice of its intention to submit the matter to arbitration, at the same time naming its nominee to the Arbitration Board. The Party receiving such notice shall within ten (10) Days of the receipt of such notice advise the other Party of the name of its nominee to the Arbitration Board. The two (2) nominees so selected shall within five (5) Days of the appointment of the latter of them attempt to agree on a third person as chair. If the recipient of the notice fails to appoint an arbitrator, or if the nominees cannot agree to a chair within a reasonable time, the appointment shall be made by the Minister of Labour upon the application of either nominee.

#### The Hearing

- 36.12 The Arbitration Board may determine its own procedure, but shall give full opportunity to the Parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision as soon as possible.

### The Decision

36.13 The decision of the majority shall be the decision of the Arbitration Board. When there is no majority decision, the decision of the Chair shall be the decision of the Arbitration Board. The decision of the Arbitration Board shall be final and binding on both Parties.

### Costs

36.14 Each Party shall pay the fees and expenses of the arbitrator it appoints, and one-half (½) of the fees and expenses of the Chair.

### Duties and Powers of the Arbitration Board

36.15 a) The Arbitration Board shall confine itself to the grievance submitted for arbitration and shall have no authority to determine any other issue or issues.  
The Arbitration Board shall not have any power to add to, amend, or modify any of the provisions of the Agreement nor to substitute any new provisions for any existing provisions nor to give any decision in conflict with the terms and provisions of the Agreement.  
Where the Arbitration Board determines that there exists just cause for discipline the Arbitration Board may substitute any other penalty that, to the Arbitration Board, seems just and reasonable.  
Without limiting in any way the operation of other appropriate provisions of this article, the Arbitration Board shall have the power to award compensation, but only to the extent of monetary loss actually suffered by a Part-time Employee, the Union or the Employer.  
The Arbitration Board shall have the duty and the power to adjudicate all matters in dispute, including questions of the arbitrability of an issue.

### Single Arbitrator

36.16 The Parties may agree to use a single arbitrator.

## **Article 37 - Strikes and Lockouts**

37.01 There shall be no strike as defined in the *Industrial Relations Act* and no lockout as defined in the *Industrial Relations Act* as long as the Agreement continues to operate.

## **Article 38 – Interpretation**

38.01 Whenever the singular is used in the Agreement, it shall be considered as if the plural has been used, and vice versa, if this is required in the context.  
38.02 Whenever the masculine is used in the Agreement, it shall be considered as if the feminine has been used, and vice versa, if this is required in the context.  
38.03 Whenever the Agreement refers to an office or office holder and no such office exists or no person occupies such office, then it shall be considered as if the Agreement refers to another office holder to be named by the appropriate Party.

## **Article 39 - Mutually Agreed Changes**

39.01 Any mutually agreed changes to the Agreement shall be made in writing and shall form part of the Agreement.

#### **Article 40 – Termination**

- 40.01 This Agreement shall be in effect for a term beginning on the day the Agreement is signed and, ending on June 30, 2013.
- 40.02 Either party may request the negotiation of a new collective agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than ninety (90) calendar days prior to the expiration date of the Agreement or any renewal thereof. The parties may mutually agree to commence the negotiation of a new collective agreement not more than one hundred and eighty (180) calendar days prior to the expiration date of the Agreement or any renewal thereof.
- 40.03 Where no notice is given as provided in Clause 40.02 the Agreement shall automatically be renewed for a term of one (1) year.
- 40.04 Where notice is given as provided in Clause 40.02 the Agreement shall continue in force until a new agreement is signed, or the right to strike or lock out accrues under the *Industrial Relations Act*, or one (1) year has passed, whichever first occurs.



SIGNED at Sackville, in the County of Westmorland and Province of New Brunswick, this 22<sup>nd</sup> day of March, 2011.

*[Original signed by]*

FOR THE EMPLOYER:

FOR THE UNION:

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Bruce McCubbin, Chair  
Board of Regents

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Richard Hudson  
President

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Robert Campbell  
President

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Stephen Law  
Chief Negotiator

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Hans vanderLeest, Chief Negotiator  
Dean of Arts

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Anita Cannon

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Bruno Gnassi  
University Librarian

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Robert Cupido

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Ron Sutherland  
Director of Human Resources

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Andrew Irwin

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Geoff Martin

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Juan Carlos Martinez

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Renata Schellenberg