

FIFTH

COLLECTIVE AGREEMENT

Between

THE UNIVERSITY OF NEW BRUNSWICK

and

THE ASSOCIATION OF UNIVERSITY OF NEW BRUNSWICK TEACHERS

CONTRACT ACADEMIC EMPLOYEES (GROUP 2)



May 1, 2025 – April 30, 2029

TABLE OF CONTENTS

Article 1	DEFINITIONS	2
Article 2	PREAMBLE.....	4
Article 3	RECOGNITION.....	4
Article 4	MANAGEMENT RIGHTS.....	4
Article 5	COLLEGIAL RIGHTS.....	4
Article 6	RIGHTS OF THE ASSOCIATION.....	5
Article 7	ASSOCIATION SERVICE.....	5
Article 8	ASSOCIATION MEMBERSHIP	5
Article 9	RIGHTS UPON ENTRY TO, RE-ENTRY TO AND EXCLUSION FROM THE BARGAINING UNIT	6
Article 10	WORK OF THE BARGAINING UNIT.....	6
Article 11	UNB-AUNBT RELATIONS.....	7
Article 12	CORRESPONDENCE	8
Article 13	INFORMATION	8
Article 14	ACADEMIC FREEDOM	9
Article 15	NON-DISCRIMINATION	10
Article 16A	PROFESSIONAL RESPONSIBILITIES OF CONTRACT ACADEMIC INSTRUCTORS .	10
Article 16B	PROFESSIONAL RESPONSIBILITIES OF CONTRACT ACADEMIC LIBRARIANS AND ARCHIVISTS.....	12
Article 17	OUTSIDE PROFESSIONAL ACTIVITIES OF CONTRACT ACADEMIC EMPLOYEES..	12
Article 18A	APPOINTMENTS FOR CONTRACT ACADEMIC INSTRUCTORS.....	12
Article 18B	APPOINTMENTS FOR CONTRACT ACADEMIC LIBRARIANS AND ARCHIVISTS.....	17
Article 19A	ASSESSMENT OF CONTRACT ACADEMIC INSTRUCTORS	17
Article 19B	ASSESSMENT OF CONTRACT ACADEMIC LIBRARIANS AND ARCHIVISTS	20
Article 20A	ACCUMULATION OF RIGHTS OF FIRST REFUSAL AND MULTI-YEAR APPOINTMENTS FOR CONTRACT ACADEMIC INSTRUCTORS.....	22
Article 20B	ACCUMULATION OF RIGHTS OF FIRST REFUSAL AND MULTI-YEAR APPOINTMENTS FOR CONTRACT ACADEMIC LIBRARIANS AND ARCHIVISTS.....	25
Article 21	WORKING CONDITIONS.....	26
Article 22	OFFICIAL FILES	27
Article 23	STIPEND.....	28
Article 24	TUITION WAIVER.....	30
Article 25	MATERNITY LEAVE.....	30
Article 26	PARENTAL LEAVE.....	30
Article 27	PROFESSIONAL EXPENSE ACCOUNT	31
Article 28	LAPTOP OR NOTEBOOK COMPUTERS FOR CAE EXCLUSIVE USE	31
Article 29	TECHNOLOGY FUND	32
Article 30	INTELLECTUAL PROPERTY RIGHTS	32
Article 31	ONLINE COURSES	33
Article 32	GRIEVANCE AND ARBITRATION	37

Article 33	DISCIPLINE	42
Article 34	STRIKES - LOCKOUTS	42
Article 35	SEXUAL HARASSMENT	42
Article 36	HEALTH AND SAFETY	43
Article 37	EMPLOYMENT EQUITY	43
Article 38	WORKPLACE HARASSMENT	44
Article 39	PRIVACY AND SECURITY OF PERSONAL AND PROFESSIONAL COMMUNICATION AND INFORMATION	45
Article 40	ACCESSIBILITY AND ACCOMMODATION OF EMPLOYEES WITH DISABILITIES	46
Article 41	DURATION	46
APPENDIX A	GRADUATE STUDENT TEACHING APPRENTICESHIP GUIDELINES	47
1. MOU	Community Partnerships	48
2. MOU	Scope of Bargaining Unit Work	49
3. MOU	Reportable Hours for EI Purposes	50
4. MOU	Offshore and other Degree Credit Programs with External Partners	51
5. MOU	Travel Study Programs	54
6. MOU	Visiting Scholars and Experts	57
7. MOU	Surveillance (Article 38.04)	58
8. MOU	Continuation of Memoranda of Understanding	59
9. MOU	Right of First Refusal and Multi-Year Appointments –Clinical Nursing Courses	60
10. MOU	Group 2 to Group 1 Term Appointment	62
11. MOU	Hourly Rates for Clinical Teaching in Nursing and Health Sciences	63
12. MOU	Education Internship Courses	64
Signatures	65

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.
Assessment Year	designates the period of time from the first day of September in a calendar year to the last day of August in the next calendar year, inclusive.
Association (AUNBT)	means the Association of University of New Brunswick Teachers, and any person(s) duly appointed by it to act on its behalf. The Association is a trade union as defined under the <i>Industrial Relations Act</i> .
Automatic Multi-Year Appointment (Automatic MYA)	is a type of MYA arising out of Article 20A.02(b).
Bargaining Unit	is the bargaining unit for Contract Academic Employees as recognized in Article 3.
Chair	means the Head, Chair or Director of an Academic Department or their designate(s) , if any.
Contract Academic Archivist (CAA)	means a professional archivist with professional responsibilities as set out in Article 16B and with either a graduate degree from a recognized program in Archival Studies; or a graduate degree in History or Library Science combined with professional experience as an archivist.
Contract Academic Employee (CAE)	is an employee of the University of New Brunswick included in the Bargaining Unit defined in the Order of Certification numbered IR-060-07, issued February 20, 2008 by the Labour and Employment Board of the Province of New Brunswick, as amended from time to time by Article 3 of this Collective Agreement.
Contract Academic Instructor (CAI)	is an instructor with professional responsibilities as set out in Article 16A.
Contract Academic Instructor Assessment Committee (CAIAC)	is a committee established under Article 18A.02.
Contract Academic Librarian (CAL)	means a professional librarian with professional responsibilities as set out in Article 16B and with a graduate degree from an accredited school of library and information science.

Contract Year	designates the period of time from the first day of May in a calendar year to the last day of April in the next calendar year inclusive.
Day	means working day.
Dean	means the Dean of a Faculty and the Dean of Libraries (Fredericton), as appropriate, or their designate(s) , if any.
Discretionary Multi-Year Appointment (Discretionary MYA)	is a type of MYA arising out of Articles 20A.02(a) and 20B.02.
Grievance Officer	means a grievance officer appointed by AUNBT to assist and represent Contract Academic Employees.
Fall, Winter, and Summer Term	refer to the academic terms as set out annually in the academic calendar.
Federal Contractors Program	is a federal employment equity program which applies to provincially regulated employers including UNB.
Full-time Collective Agreement	is the collective agreement between the parties in relation to the bargaining unit defined 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 the Board and Article 3 of the Full-time Collective Agreement.
Multi-Year Appointment (MYA)	is a term-limited appointment under Articles 20A and 20B.
Official File	means files maintained in the Office of the Provost in accordance with Article 22.
Parties	means the parties to this Collective Agreement, namely the University of New Brunswick and the Association.
Provost	means the Provost of the University of New Brunswick or their designate(s), if any.
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.
Right of First Refusal (ROFR)	is a right of first refusal for a course or assignment arising out of Article 19A or 19B.
The University or UNB	is the Corporation of the University of New Brunswick as incorporated under Chapter 63 of the <i>Acts of 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 agree that CAEs make an important contribution to the attainment of these objectives and purposes through teaching and the provision of library services.

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 IR-060-07, issued February 20, 2008 by the Labour and Employment Board of the Province of New Brunswick as:

All persons employed by the University of New Brunswick in contractual part-time teaching in a for-credit course or employed as part-time librarians at, or out of, all campuses of the University of New Brunswick, save and except Deans, Associate or Assistant Deans, those above the rank of Dean, the University Librarian, faculty members who are members of the Board of Governors, persons for whom a trade union holds bargaining rights under the *Industrial Relations Act*, and those excluded by the *Industrial Relations Act*.

as amended from time to time by the Labour and Employment Board or by the Parties.

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 CAEs 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 The Parties agree that the office space and services provided to the Association for the Full-time Bargaining Unit pursuant to Article 6.01 of the Full-time Collective Agreement shall be shared by the CAEs' Bargaining Unit.

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

The Parties agree that, in the event of a work disruption involving one (1) of the bargaining units, the other bargaining unit shall maintain its access to office space and services independent of the affected bargaining unit.

6.02 The University of New Brunswick agrees to place a printer-friendly version and a searchable version of this collective agreement on its website within 15 days of the signing of this agreement. The letter of appointment will include the URL of the collective agreement and advise the CAE of the right to receive a printed copy on request to **UNB Faculty Relations**.

The University agrees to print and provide to the Association, without charge, **twenty-five (25)** printed copies of this Collective Agreement (including all appendices). **Additional copies shall be provided to the Association upon request.**

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 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, CAEs 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 service under Articles 18A, 18B, 19A, 19B, 20A and 20B.

7.02 The Association's Grievance Officer for the CAE bargaining unit shall receive one (1) regular (3ch) stipend annually.

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 bi-weekly basis the dues or assessments of the Association during the life of this Collective Agreement, from the salary of each CAE.

8.03 CAEs 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 CAE 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 CAE 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 a CAE who is absent from the University or within twenty days of entering the bargaining unit for persons who are not CAEs in the bargaining unit at the time of signing of this Collective Agreement. The Association shall carefully consider each objection and shall advise the CAE and the University of New Brunswick if an objection is justified. If the Association upholds the objection, the CAE shall pay the equivalent of dues by payroll deduction to a University of New Brunswick Scholarship Fund.

- 8.04 CAEs 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 Association, shall retain their exemption from the payment of dues and assessments to the Association. In the case of persons who were CAEs prior to the signing of this Collective Agreement the provisions of Article 8.03 shall apply only to those CAEs who entered the bargaining unit within twenty (20) days prior to the signing of this Collective Agreement.
- 8.05 The University of New Brunswick agrees to remit to the Association the amounts deducted under Article 8.02 on the next working day following each pay day. The University of New Brunswick shall inform the Association in writing of the names and ranks of the CAEs from whose salaries such deductions have been made, and the amounts deducted from each CAE'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 CAEs who have been excluded from this bargaining unit because of a new **position at the University** shall re-enter the bargaining unit upon leaving a position excluding them from the bargaining unit. Only upon re-entry, the CAE 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 to the extent that they could have accumulated these rights, privileges and accumulated credits as members of this bargaining unit.
- 9.02 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 but in which they would otherwise continue as Employees, the University of New Brunswick shall advise in writing each Employee with an indication of **the Employee's** changed circumstances in respect to the provisions of this Collective Agreement.

Article 10 WORK OF THE BARGAINING UNIT

- 10.01 CAI appointments may be made by the University of New Brunswick only for one (1) of the following purposes in accordance with Article 10 of the full-time collective agreement:
- (a) to teach a course usually taught by a **Faculty Member** who is on leave where that **Faculty Member** 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 **an Open-Access Online Course**; or
- (f) for such other reasons as may, from time to time, be agreed upon by the Parties.

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 (CAUT) 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 31. 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 **their** designate and the President of the University of New Brunswick or **their** 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, salaries, starting dates, and end dates of all new CAEs within thirty days after the first pay day;
 - (i) electronic copies of contracts for all CAEs;
 - (ii) on May 1 of each year, a list of all CAEs holding Multi-Year Appointments or Rights of First Refusal and the name of the relevant course;
 - (b) on July 30 of each year, or within thirty days of its approval, whichever is sooner, a list of all Employees granted maternity or parental leave for the present academic year, or part thereof;
 - (c) in the Fall, Winter, and Summer 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 listed by course ID number, together with the course name, **the Faculty, the department, the delivery mode such as Open-Access Online, Term-Based Online, or in person, whether the course is taught by a CAE, the full name listed with last name first and employee ID number of the person teaching each course and each section of the course;**

- (d) 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;
- (e) a copy of all official press releases made by the University of New Brunswick, at the time of release;
- (f) at the time of release, a copy of any official public representation or briefs made in writing by the University of New Brunswick to any government agency, department or representative;
- (g) 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;
- (h) 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;
- (i) a copy of the annual report of the **Provost** on academic staffing for each year. **This** report will be provided within ten (10) days of **its** completion;
- (j) such other information as may be set out in this Collective Agreement.

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

- (a) the names of all CAEs appointed to 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 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 CAEs 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.

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, classification for librarians, appointment, termination of employment, layoff, maternity and parental leave or any other terms and conditions of employment by reason of employment status as a CAE, age, 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, gender identity or expression, 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, classification for librarians, appointment, termination of employment, layoff, maternity and parental leave, or any other terms and conditions of employment of any person(s) in **their** 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 CONTRACT ACADEMIC INSTRUCTORS

16A.01 CAIs have certain rights, duties and responsibilities which derive from their positions as teachers.

16A.02 The principal responsibility of CAIs is to support the work of the Academic Department or Faculty through laboratory, clinical, or other teaching assignments. In addition, the CAIs have the right and responsibility to be involved in academic service, if they choose, to the extent defined in Articles 18A.02, 19A.03 and 20A.02.

16A.03 It is recognized that in exercising Academic Freedom, all members of the academic community have the responsibility to respect the rights and freedoms of others. CAIs thus 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 scholarly teaching, to uphold and to protect the principles of academic freedom, and to seek the highest possible standards of scholarship.

16A.04

Teaching

- (a) CAIs 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. Upon written request, they shall provide a final course outline to the **Chair (where applicable) and the Dean** giving due regard to Senate regulations and the University Calendar with respect to course **outlines** within two (2) weeks of the first day of classes. Such course **outlines** are not to be further circulated without the CAI's permission.
- (b) Once courses have been assigned by the Dean in accordance with Article 20A it is the responsibility of CAIs 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. Wherever possible, there shall be prior consultation with holders of MYAs as to the time and place of the course. The final say rests with the Dean. CAIs 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) CAIs 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 this Article only, publication means that the procedures and deadlines have been printed in a current University Calendar, or circulated to each CAI.

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

- (d) CAIs 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) CAIs may cancel or terminate scheduled instruction only for good cause and they shall so notify the Chair (**in departmentalized Faculties**) and Dean. If possible, they shall give their students, Chair, and Dean advance notice of such cancellation, and they shall make every reasonable effort to re-schedule instruction. **The** students, Chair, and Dean shall be informed of such re-scheduled instruction. If instructional time cannot be rescheduled within the term, alternate arrangements must be approved in advance by the Chair (**in departmentalized Faculties**) and Dean.

Article 16B PROFESSIONAL RESPONSIBILITIES OF CONTRACT ACADEMIC LIBRARIANS AND ARCHIVISTS

- 16B.01 CAL/CAAs have certain rights, duties and responsibilities, which derive from their positions as librarians or Archivists.
- 16B.02 The principal responsibility of CAL/CAAs is to support the academic work of the University through the provision of professional library services.
- 16B.03 It is recognized that in exercising academic freedom, all members of the academic community have the responsibility to respect the rights and freedoms of others. CAL/CAAs thus 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 provision of professional library services, to uphold and to protect the principles of academic freedom, and to strive to ensure the fullest possible access to library materials.

Article 17 OUTSIDE PROFESSIONAL ACTIVITIES OF CONTRACT ACADEMIC EMPLOYEES

- 17.01 The parties agree that employment under this collective agreement does not preclude other employment or professional activities, provided that such activities do not prevent the CAE from fulfilling **their** responsibilities to the University of New Brunswick, as set out in Articles 16A and 16B. Such employment or activities are not subject to approval by the University.
- 17.02 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.
- 17.03 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 CAE from stating the nature and place of **their** employment and title, in connection with outside professional activities, provided that **the CAE** 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 18A APPOINTMENTS FOR CONTRACT ACADEMIC INSTRUCTORS

18A.01 Posting

- (a) For purposes of this article the University shall maintain on its website a Contract Academic posting page listing alphabetically all academic units by campus and Faculty. Subject to Article 18A.01(f), any course available for assignment to CAIs shall be posted on this page under the relevant academic unit. A list of all courses not allocated
- (i) to full-time faculty as part of their normal workload under Article 19A of the full-time collective agreement; or
 - (ii) as overload under Article 10 of the full-time collective agreement; or
 - (iii) to CAIs under multi-year appointments under Article 20A of this agreement;

- (iv) for graduate students teaching under Article 18A.05; or
- (v) for Visiting Scholars and Experts under the Memorandum of Understanding

will be posted on the Contract Academic posting page of the University website open to all applicants. The posting will occur no earlier than May 21 and normally no later than June 8 for fall/winter courses and no earlier than January 5 and normally no later than January 22 for summer courses. The closing date for all applications for the fall/winter courses shall be June 22. The closing date for all applications for summer courses shall be February 4. If the postings are delayed, the University will notify the Association prior to the posting setting out the reason(s) for the delays. Once posted on the Contract Academic posting page, the course cannot be reassigned to full-time faculty as overload under 18A.01(a)(ii) unless the posting failed to get a successful applicant under this collective agreement. **Once posted on the Contract Academic posting page the course may only be assigned to full-time faculty as part of their normal workload under Article 19A or 19B of the full-time collective agreement for the following reasons:**

- (i) **if the posting failed to get a successful applicant under this collective agreement;**
- (ii) **to replace a course assigned to a full-time member that has been cancelled;**
- (iii) **to provide normal workload to a new full-time faculty member; or**
- (iv) **to provide a full-time member with a normal workload upon return from a leave.**

Assignment to full-time faculty as part of normal workload under the conditions listed above may only occur before a CAI is awarded a contract.

When an academic unit posts an advertisement on the Contract Academic posting page under Article 18A.01 (a), all persons holding a Right of First Refusal in that unit will be notified by e-mail.

- (b) Postings shall identify the date of posting, academic term(s), **Department (in departmentalized Faculties), and Faculty**, course name and number, time, starting date and duration, total number of classroom hours for the course and average number of classroom hours per week, location (on or off campus), mode of delivery, curriculum context, calendar course description, **anticipated approximate class size**, qualifications for the appointment and application deadline. The postings for such courses will contain notification that the course offerings are subject to budgetary approval and a link to the **Online** version of this collective agreement referred to in Article 6.02. When the successful applicant is designated, **their** name shall be added to the posting and the completed posting shall remain on the Contract Academic posting page for at least three months from the date of posting.
- (c) In the case of late postings, the application deadline shall be ten (10) clear days after the day of posting.
- (d) No offer of appointment for any course shall be made before the application deadline for that course.

- (e) The Dean (**in non-departmentalized Faculties**) or Chair (**in departmentalized Faculties**) shall notify applicants of the results by e-mail within four (4) weeks of the application deadline.

The contract of employment shall include a link to the **Online** version of this collective agreement referred to in Article 6.02. When the contract has received the required signatures, the Dean (**in non-departmentalized Faculties**) or Chair (**in departmentalized Faculties**) shall transmit a copy to the successful applicant.

- (f) Where appointments must be made urgently for sound academic reasons, exceptions to this practice may be authorized by the **Provost**, who shall inform the Association immediately, giving these reasons. Where a course is allocated under this exception, the relevant academic unit shall post a description of the course in accordance with Article 18A.01(b) and the name of the designated instructor on the Contract Academic posting page and retain it for at least three months.

18A.02

Assessment Committee

- (a) Each Department or Faculty (in non-departmentalized **Faculties**) intending to post courses for CAI appointments shall establish a CAIAC.
- (b) This Committee shall normally be made up of the Chair, or (**in non-Departmentalized Faculties**) Dean, one (1) full-time faculty member and, where possible, one (1) CAI holding a Multi-Year Appointment or a Right of First Refusal from the Department or Faculty. **In cases where there is no CAI who both has a MYA or ROFR and is available and willing to serve, a CAI without a MYA or ROFR who has taught a course in the unit within the last two (2) academic years may serve. In cases where there is no CAI in the Department or, in non-Departmentalized Faculties, Faculty who is available and willing to serve, a CAI holding a MYA or ROFR from a cognate Department or Faculty may serve.** The Committee, with the exception of the Chair or, **in non-Departmentalized Faculties**, Dean, shall be elected annually within the first two (2) weeks of the fall term. The Committee's full-time member shall be elected by full-time members in the Department **or, in non-Departmentalized Faculties, Faculty**. The Committee's CAI member shall be elected by CAIs in the Department **or, in non-Departmentalized Faculties, Faculty** appointed to teach in the contract year. When there is a single candidate for either position, the candidate's name shall be submitted to a confidential yes/no vote by members of the relevant electorate. Except where there is a majority negative vote, the candidate shall be deemed to be elected. When elections are completed, the Chair or, **in non-Departmentalized Faculties**, Dean shall communicate the names of the Committee members to all persons teaching in the academic unit.

If a member of the Committee resigns or is recused from the Committee before deliberations have begun for assessments for appointment to a course or a ROFR, the vacancy will be filled by election. If the resignation or recusal occurs after deliberations have begun, deliberations will continue with the remaining committee members. In the case of a Committee with one or no members, those vacancies shall be filled by election.

- (c) Faculties with programs located at different UNB geographical sites such as the Fredericton campus and Moncton site (Nursing), instructors of Interdisciplinary courses (i.e., those not affiliated with a particular faculty or department) that are part of interdisciplinary programs that span academic units, **and for courses that exist outside of a particular department or faculty (i.e., ARTS or UNIV)** will be subject to separate assessment committees. The composition of these committees shall be as follows:

- (i) The program site specific Committee shall normally be made up of one (1) full-time faculty member and, where possible, one (1) CAI holding a Multi-Year Appointment or a Right of First Refusal from the site.
- (ii) The Interdisciplinary Program Committee shall normally be made up of the Program Director or Coordinator, one (1) full-time faculty member and, where possible, one (1) CAI holding a Multi-Year Appointment or a Right of First Refusal from the Interdisciplinary Program or a cognate discipline.

The Committee, with the exception of the Dean (or designate), the Director, or the Coordinator, shall be elected annually within the first two (2) weeks of the fall term by full-time and part-time members of the Faculty and/or Interdisciplinary program following the procedures outlined above in paragraph (b).

- (iii) **The Committee for courses that exist outside of a particular Department or Faculty shall normally be made up of the Dean where the course originates, one (1) full-time Faculty Member from the Faculty where the course originates, and where possible, one (1) CAI holding a Multi-Year Appointment or Right of First Refusal who has instructed that particular course in the last two (2) academic years.**

- (d) The CAIAC shall consider all applications for CAI appointments. As part of this process, the CAIAC shall invite and take into consideration written comments from all full-time **Faculty Members** and from CAIs holding Multi-Year Appointments.
- (e) The CAIAC shall ensure a fair appointment process and recommend the candidate(s) who best meets the criteria for appointment as set out in Article 18A.03 for appointment. The Committee shall determine and record its own procedures which shall not be in conflict with this Collective Agreement. Such procedures shall provide for an approved record, which shall include the reasons for the final recommendation.
- (f) **Members of Assessment Committees are expected to attend the Joint Assessment Workshops presented by UNB Faculty Relations and AUNBT in each year that they serve.**

18A.03 Criteria for Appointments

In reviewing applications for a course, the CAIAC shall assess applicants for CAI appointments without Rights of First Refusal status as follows:

- (a) academic credentials relevant to the course;
- (b) professional expertise and experience relevant to the course; and
- (c) teaching competence.

In applying these criteria, the CAIAC shall give appropriate weight to each and shall have regard to the principles of non-discrimination and employment equity set out in this collective agreement.

18A.04 Per Term Course Limits

- (a) **During each of the Fall, Winter, and Summer** academic terms, a CAI may **teach** a maximum of **four (4)** courses of any credit hour weighting or any number of

courses **provided their cumulative credit hour total does not exceed fourteen (14) credit hours in each term.**

Open-Access Online Courses will not count toward any of the term limits.

Multi-Section Course Limits Per Term

- (b) If a course is offered with multiple sections, the maximum number of sections that can be obtained by a CAI by using a Right of First Refusal and/or a Multi-Year Appointment is two (2) per term. This maximum applies whether a CAI is using a Right of First Refusal, a Multi-Year Appointment, or a combination of the two but nothing prevents a Right of First Refusal holder or a Multi-Year Appointment holder from applying for additional sections without relying on the Right of First Refusal or Multi-Year Appointment. Overall Course limits still apply.

These maxima (under (a) or (b) or both) may be exceeded upon approval by the **Vice Provost Academic Administration** on the recommendation of the Dean (**in the case of departmentalized Faculties, in consultation with the Chair**) for sound academic reasons with notice to the Association giving these reasons. The maxima under (b) should not normally be done when there are Multi-Year Appointment, Right of First Refusal and general applicants who are not yet at their maxima.

18A.05

Graduate Student Teaching Apprenticeships

- (a) A maximum of five per cent of courses allotted to CAIs per assessment year for both campuses may be allocated by the **Vice Provost Academic Administration** for graduate student teaching assignments prior to the posting of courses to CAIs with a Right of First Refusal.
- (b) These courses may only be taught by graduate students pursuing the usual terminal degree in their discipline.
- (c) These courses may only be assigned to students who are completing a teaching apprenticeship as described in [Graduate Student Teaching Apprenticeship Guidelines \(Appendix A\)](#).
- (d) No more than one (1) course may be allocated in this manner to any individual graduate student. When the course is allocated, the relevant academic unit shall post a description of the course in accordance with Article 18A.01(b), together with the names of the designated student instructor and of the student's teaching apprenticeship supervisor. The completed posting shall remain on the Contract Academic posting page for at least three months.
- (e) A graduate student teaching a course as instructor of record must receive compensation equivalent to a CAI. The parties recognize that a graduate student teaching a course in this manner is a member of the bargaining unit.
- (f) For every course so allocated, the Chair or Dean shall identify if any CAI holds a Right of First Refusal for the course and confirm to the instructor/s in writing that the instructor has a Right of First Refusal for the course, that **the CAI** cannot exercise **their** Right of First Refusal because of a course allocation to a graduate student and that **the CAI's** Right of First Refusal has been extended by three (3) years.
- (g) Courses taught as a Graduate Student Apprentice shall not count towards the accumulation of a ROFR.

Article 18B APPOINTMENTS FOR CONTRACT ACADEMIC LIBRARIANS AND ARCHIVISTS

- 18B.01 Appointments of CAL/CAAs shall be at the classification of Librarian I.
- 18B.02 Appointments of CAL/CAAs shall be made only after the positions have been advertised on the Contract Academic posting page of the University website for ten (10) days. The advertisement shall include a link to the **Online** version of this collective agreement referred to in Article 6.02. The University of New Brunswick may also advertise in professional publications taking into account any recommendations by the Library Department Head concerned.
- 18B.03 Appointments of CAL/CAAs may be made by the University of New Brunswick at any time.
- 18B.04 The University of New Brunswick shall determine for all CAL/CAA appointments, the credit for previous experience (if any), taking into account any recommendations of the Library Assessment Committee concerning this matter.
- 18B.05 Appointment Procedures for Contract Academic Librarians and Archivists
- The Dean of Libraries (Fredericton) or Chief Librarian (Saint John) 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 Dean of Libraries (Fredericton) or Chief Librarian (Saint John) shall inform the Department or Branch Head of the minimum academic qualifications and experience required for the position.
- 18B.06 Candidates for appointment shall be evaluated by the Library Assessment Committee as set out in Article 25A.04 of the full-time agreement. All full-time Employees may provide input to the Assessment Committee.
- 18B.07 The contract for a prospective appointee shall specify the campus, Library or Library Department and previous experiences, if any, and any special applicable conditions and responsibilities which are not in conflict with this Collective Agreement. It shall include a link to the **Online** version of this collective agreement referred to in Article 6.02.
- 18B.08 In evaluating a candidate, 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 the 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 I classification.
- 18B.09 Members of Assessment Committees are expected to attend the Joint Assessment Workshops presented by UNB Faculty Relations and AUNBT in each year that they serve.**

Article 19A ASSESSMENT OF CONTRACT ACADEMIC INSTRUCTORS

- 19A.01 Frequency of Assessment
- (a) The performance of CAIs will normally be formally assessed in the term of the regular academic year following the third offering of a given course by the instructor within a five (5) year period.
- (b) CAIs with a Right of First Refusal will normally be formally reassessed every fifth year after the initial assessment provided that they have taught the course at least two (2) times in that period.

- (c) Assessments may be agreed upon mutually by the parties to permit assessment for a CAI who does not meet the timetable above but who has taught at least two (2) courses during that five (5) year period.
- (d) The CAI may defer the assessment by one (1) year. The last date to request a deferral is ten days after the second notice of eligibility for assessment under 19A.03 has been sent to the CAI's UNB email address.

19A.02

(a) Basis of Assessment

In assessing the performance of a CAI, the CAIAC shall consider whether the CAI performed **their** duties under Article 16A in a satisfactory manner.

Assessment must be holistic and consider the entirety of the submission seeking balance of all aspects of teaching as well as the context in which the CAI works. In particular, since student opinions can be subject to biases, they should not be used in isolation as evidence of teaching effectiveness or lack thereof, and committees should consider student opinion surveys alongside impacting factors, such as response rates, the validity of data, and the possibility of bias, especially as it relates to CAIs who are members of designated groups.

(b) Self-Assessment Letter

The assessment shall, in addition to the contents of the CAI's official file, be based on a self-assessment letter submitted by the CAI which sets out the following:

- (i) the course(s) for which an assessment is sought with course number;
- (ii) the context for the CAI's teaching including the terms during which a course was taught, the enrolment, course description, whether the course is mandatory or optional, and the mode of delivery;
- (iii) a statement of teaching philosophy setting out the approach the CAI took to teaching the course and **their** teaching and learning objectives/goals for the course; and
- (iv) a self-assessment on the achievement of the teaching and learning objectives/goals, changes made to the course, if any; and plans for improving the course, if any.

Where the CAI performs assessable academic service, the CAI shall include a description of this service in **their** self-assessment letter.

Where the CAI supervises student research, practical work, thesis preparation, or participates in the evaluation of student theses, the CAI may include a description of this teaching in **their** self-assessment letter.

(c) Optional Appendices

The instructor may include documentary evidence of good teaching as an appendix to the self assessment letter, such as:

- (i) recognition received for effective teaching;

- (ii) a reflection on results of available Senate-approved student opinion surveys or departmental or faculty equivalents;
- (iii) a description of initiatives taken to improve teaching;
- (iv) products of good teaching, which may include examples of an individual student's work, work completed by groups of students, or aggregate results of learning outcomes for a particular course taught; (if an individual student's work or a group of students' work is used as an example of a product of good teaching, permission of the student(s) must be obtained);
- (v) **a narrative summary of any additional forms of teaching assessment; and**
- (vi) other relevant documentary evidence of good teaching such as a sample syllabus, a sample learning activity, a sample exam and/or assignment used in the course.

19A.03

Assessment Procedures

At or before the end of the term preceding initial eligibility for a formal assessment, the **Office of the Vice Provost Academic Administration** shall provide to a CAI notice of eligibility for assessment together with an inventory of **their** official file pursuant to Article 22.02 via their university email and copied to the relevant Department (**in departmentalized Faculties**) and Faculty.

A CAI who has been notified of **their** eligibility for assessment shall, within the first two (2) weeks of the subsequent term either: (1) request assessment in writing to the Chair (**in departmentalized Faculties**) and Dean (**in non-departmentalized Faculties**) and provide a self-assessment letter at the same time as the request; or (2) advise the Chair **and** Dean that **they** wish to defer assessment by one (1) year in accordance with Article 19A.01(d). A CAI who declines assessment or does not respond to the notification will be notified one additional time. The notification letters will inform the CAI of **their** rights within the collective agreement, including the terms for continued eligibility for assessment, the rights that may be obtained by another CAI for a particular course and, in the case of the second letter, clearly identify the final notice provision.

The CAIAC shall objectively assess the teaching performance on the basis of the materials submitted under Article 19A.02 and provide a brief written performance evaluation for inclusion in the official file of the CAI with a copy to the CAI by November 1 for a fall assessment or by March 15 for a winter assessment. The performance evaluation shall specify whether the teaching performance in the course reviewed has been satisfactory or unsatisfactory. In the case of an unsatisfactory evaluation the committee shall give its reasons. A CAI may submit a written response to the evaluation to the **Chair (in departmentalized Faculties) and Dean (in non-departmentalized Faculties)** within 10 days for inclusion in the official file. The CAIAC shall consider the response, if any, and advise the CAI of its final assessment by November 30 for a fall assessment and by April 15 for a winter assessment.

Both Parties recognize that the dates set out above may on occasion be delayed or extended, **and agree that the final decisions of the CAIAC shall be considered decisions of the University of New Brunswick for the purposes of grievance and arbitration proceedings.**

19A.04 Results of Assessment

- (a) In performance assessment under Article 19A.01, if the CAIAC finds the teaching performance of the CAI in a course satisfactory, the CAI shall be eligible to exercise a Right of First Refusal for the course.
- (b) If the CAIAC finds the teaching performance of the CAI in a course unsatisfactory, the CAI shall **lose any existing MYA and ROFR for the course and lose all accumulated credits toward a Right of First Refusal and MYA for the course. The CAI may nonetheless apply to teach that course and begin the process of accumulating ROFR credits moving forward.**
- (c) When a CAI under assessment for an ROFR may be in receipt of a tentative negative
 - (i) but has shown enough improvement that the latest offering of the course would justify an ROFR, and
 - (ii) the CAI has not previously requested a deferral,

the CAIAC may recommend the deferral before issuing a decision. However, the choice to defer or not remains with the CAI. The CAIAC will provide written reasons to the CAI for its recommendation to defer the assessment, which shall not be placed in the CAI's file. Such a deferral counts as the CAI's deferral under 19A.01(d).

Article 19B ASSESSMENT OF CONTRACT ACADEMIC LIBRARIANS AND ARCHIVISTS

19B.01 Frequency of Assessment

- (a) The performance of CALs and CAAs will normally be formally assessed in the term of the regular academic year following the third term of an assignment within a five (5) year period.
- (b) CALs and CAAs with a Right of First Refusal will normally be formally reassessed every fifth year after the initial assessment provided that they complete two (2) term assignments in that period.
- (c) Assessments may be agreed upon mutually by the parties to permit assessment for a CAL and CAA who does not meet the timetable above but who has held two (2) term assignments during that five (5) year period.
- (d) The CAL or CAA may defer the assessment by one (1) year. The last date to request a deferral is ten days after the second notice of eligibility for assessment under 19B.03 has been sent to the CAL or CAA's UNB email address.

19B.02 Basis of Assessment

In assessing the performance of a CAL/CAA, the Library Assessment Committee shall consider whether the CAL/CAA performed **their** duties under Article 16B in a satisfactory manner.

The assessment shall be based on the contents of the CAL/CAA's official file and a self-assessment letter by the CAL/CAA which sets out the following:

- (a) the terms of the assignment(s) including the library, department, weekly hours, commencement date of the assignment and nature of the library duties performed; and
- (b) a self-assessment of performance of the assigned duties.

Where a CAL/CAA performs assessable academic service, the CAL/CAA shall include a description of this service in **their** self-assessment letter.

19B.03

Assessment Procedures

At or before the end of the term preceding eligibility for a formal assessment, the **Office of the Vice Provost Academic Administration** shall provide to a CAL/CAA notice of eligibility for assessment together with an inventory of **their** official file pursuant to Article 23.02 via their university email and copied to the relevant Faculty (**in non-departmentalized Faculties**) or Department (**in departmentalized Faculties**).

A CAL/CAA who has been notified of **their** eligibility for assessment shall, within six (6) weeks of the notice either: (1) request assessment in writing to the appropriate head librarian and provide a self-assessment letter at the same time as the request; or (2) advise the head librarian that **they** wish to defer assessment by one (1) year in accordance with Article 19B.01 (d). A CAL/CAA who declines assessment or does not respond to the notification will be notified one additional time. The notification letters will inform the CAL/CAA of **their** rights within the collective agreement, including the terms for continued eligibility for assessment, the rights that may be obtained by another CAL/CAA and, in the case of the second letter, clearly identify the final notice provision.

The Library Assessment Committee shall objectively assess the professional performance on the basis of the materials submitted under Article 19B.02 and provide a brief written performance evaluation for inclusion in the official file of the CAL/CAA with a copy to the CAL/CAA within four (4) weeks of receipt of the self-assessment letter. The performance evaluation shall specify whether the professional performance in the assignment reviewed has been satisfactory or unsatisfactory. In the case of an unsatisfactory evaluation the committee shall give its reasons. A CAL/CAA may submit a written response to the evaluation to the head librarian within 10 days for inclusion in the official file. The Library Assessment Committee shall consider the response, if any, and advise the CAL/CAA of its final assessment within 10 days of receiving the response.

Both Parties recognize that the dates set out above may on occasion be delayed or extended, **and agree that the final decisions of the CAIAC shall be considered decisions of the University of New Brunswick for the purposes of grievance and arbitration proceedings.**

19B.04

Results of Assessment

- (a) In performance assessment under Article 19B.01, if the Library Assessment Committee finds the professional performance of the CAL/CAA in an assignment satisfactory, the CAL/CAA shall be eligible to exercise a Right of First Refusal for the assignment.
- (b) If the Library Assessment Committee finds the professional performance of the CAL/CAA in an assignment unsatisfactory, the CAL/CAA shall **lose any existing MYA and ROFR for the assignment and lose all the accumulated credits toward a Right of First Refusal and MYA for the assignment. The CAL/CAA may nonetheless apply for that assignment and begin the process of accumulating ROFR credits moving forward.**

- (c) When a CAL/CAA under assessment for an ROFR may be in receipt of a tentative negative
- (i) but has shown enough improvement in their professional performance that would justify an ROFR, and
 - (ii) the CAL/CAA has not previously requested a deferral,

the Library Assessment Committee may recommend the deferral before issuing a decision. However, the choice to defer or not remains with the CAL/CAA. The Library Assessment Committee will provide written reasons to the CAL/CAA for its recommendation to defer the assessment, which shall not be placed in the CAL/CAA's file. Such a deferral counts as the CAL/CAA's deferral under 19B.01(d).

Article 20A ACCUMULATION OF RIGHTS OF FIRST REFUSAL AND MULTI-YEAR APPOINTMENTS FOR CONTRACT ACADEMIC INSTRUCTORS

20A.01 When a CAI has received a satisfactory assessment pursuant to Article 19A, the CAI may exercise a Right of First Refusal for that course.

20A.02 (a) Discretionary Multi-Year Appointment

If a CAI has a Right of First Refusal for a course, the Dean, on the recommendation of the relevant CAIAC, may offer the CAI a Discretionary Multi-Year Appointment (MYA) to teach that course. Such an Appointment shall be for a minimum of two (2) years and a maximum of five (5) years, such term to be decided by the Dean. A Discretionary MYA may be renewed at the discretion of the Dean.

The University may not terminate a Discretionary MYA appointment except for cause or because the course will not be offered during the term of the contract for reasons of academic restructuring or budgetary restraints. If the course is re-offered following such termination during the original term of the Discretionary MYA, the Discretionary MYA appointee has a right of reinstatement unless the Discretionary MYA was terminated for cause.

CAIs on Discretionary MYAs 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 Discretionary MYA whether their appointment shall be renewed. Failure to inform a CAI 40 days prior to the expiry of a Discretionary MYA explicitly stated to be subject to renewal shall constitute renewal for one (1) year. The letter of appointment offering any Discretionary MYA shall make specific reference to this Article.

(b) Automatic Multi-Year Appointment

When a CAI has taught a course seven or more times within the last nine contract years in which the course was offered and the CAI has a Right of First Refusal for the course, the CAI shall be offered a five-year Automatic MYA for that course.

If, in any subsequent assessment year in which the course is offered to the CAI, the CAI fails for reasons other than illness, maternity leave under (Article 25) or parental leave under (Article 26) to teach it at least once (unless the CAI has chosen to take a "year off" as described in the next sentence), this Automatic MYA shall expire. A CAI may, once in every five-year term of the Automatic MYA, take one assessment year off from teaching a course for any reason without having

their Automatic MYA expire. This option to take one assessment year off does not accrue, nor are partial years relevant. By exercising this option, the CAI will not have **their** automatic MYA expire by reason of not teaching a course when offered. The CAI is to notify the Department (or non-Departmentalized Faculty) offering the course for which **they have** an Automatic MYA 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. The ROFR for the course is not affected by the expiry of an Automatic MYA under this provision. If a CAI loses an Automatic MYA under the Agreement, the course count restarts at 0 from when the MYA was lost.

At the end of the five-year term the Automatic MYA shall be renewed for further five-year terms on application by the Automatic MYA holder unless the Assessment Committee finds the CAI's performance to have become unsatisfactory, or upon the next satisfactory ROFR assessment, whichever occurs first. The reassessment procedure and standards to maintain an Automatic MYA and a ROFR are the same under Article 19A. When a CAI accepts an Automatic MYA, the Automatic MYA and ROFR become linked for assessment purposes. There will be no Automatic MYA reassessment separate from a ROFR assessment. The Automatic MYA will be reassessed at the same time and schedule as the ROFR reassessment.

Notwithstanding this paragraph, Deans may assign a course that is subject to such an Automatic MYA as part of the individual teaching load of a full-time (Group 1) employee under the applicable Article 19 of the Full-time (Group 1) Collective Agreement.

If a CAI declines an offer of an Automatic MYA in a course:

- (i) the CAI will receive no future notifications of **their** eligibility for an Automatic MYA in that course; and
- (ii) the CAI may ask to receive a new offer for an Automatic MYA at a future date so long as **they** remain eligible.

If a CAI is sent an offer of an Automatic MYA in a course and fails to respond by the deadline in the offer:

- (iii) the CAI will receive one more notification of their eligibility for an Automatic MYA next year;
- (iv) 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 **they** remain eligible;
- (v) if the CAI declines or does not respond to that final notification, no future notifications of **their** eligibility in that course will be sent;
- (vi) the CAI may ask to receive a new offer for an Automatic MYA at a future date so long as they remain eligible;

(c) General MYA Provisions

A CAI is not obliged to accept an offer of a MYA and declining such an offer shall not affect Rights of First Refusal.

Any course taught under a MYA shall not be advertised under Article 18A of this agreement.

The granting of a 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 Discretionary MYA has expired.

MYAs are campus specific. That is, they are earned, offered and applied on a per campus basis based on courses taught on that campus.

A MYA is useable on a go-forward basis after the date it is accepted and will not disrupt any courses already offered or awarded.

If a CAI has a negative reassessment in a course, any ROFRs and MYAs for that course are lost.

If a ROFR is lost through inactivity under 20A.05, any MYAs for that course are also lost.

- 20A.03 Travel Study Program courses shall be considered different courses from non-Travel Study Program courses for the purposes of assessment and rights of first refusal.
- 20A.04 When a course subject to a Right of First Refusal or Multi-Year Appointment is replaced by a renamed, renumbered or revised version of what is substantially the same course, the Right of First Refusal or Multi-Year Appointment extends to the course.
- 20A.05 A Right of First Refusal does not guarantee employment.
- 20A.06 When a CAI has not taught a course for which **they** hold a Right of First Refusal for five (5) assessment years, or where the CAI has taught a course for which **they** hold a Right of First Refusal only one (1) time in five (5) assessment years, the CAI shall lose the Right of First Refusal for that course except as provided in Article 18A.05 (graduate student teaching).
- 20A.07 Where a CAI with a Right of First Refusal for a course posted under Article 18A.01 of this Agreement has applied for the appointment under that Article, **they** shall be offered the appointment. If more than one (1) CAI holds a Right of First Refusal for a course, the Contract Academic Assessment Committee shall apply the criteria in Article 18A.03 to rank the applicants to whom the CAI Appointment shall be offered. The Chair (**in departmentalized Faculties**) or Dean (**in non-departmentalized Faculties**) shall make the appointment in accordance with the ranking. In the case of a multi-section course with multiple Right of First Refusal applicants, the first ranked candidate gets to pick **their** two (2) sections (per the limit in 18A.04(b)) per term first, and then the second ranked candidate picks **their** two (2) sections and so forth.
- 20A.08 Rights of First Refusal are campus specific. The right to be assessed for a ROFR (19A) may be earned regardless of the campus on which the course is taught. Automatic notification of eligibility for assessment under 19A is based on the campus where the course is taught. To exercise the ROFR on a different campus, the CAI must request an assessment on that campus.
- 20A.09 If more than one Discretionary MYA exists for a course, the Discretionary MYAs are ranked by the number of times the CAI has taught the course in the last five (5) assessment years. Whoever has taught more gets precedence over the other to pick **their** section first, then the person who has taught the second most, etc.

20A.10 If more than one Automatic MYA exists for a course, the Automatic MYAs are ranked by the number of assessment years, since September 1, 2004 in which the CAI have taught the course. In cases where two or more CAI have the same seniority in number of assessment years, the person who has taught the most course sections shall be deemed the most senior, the person with the second most sections the next most senior etc. In cases where two or more CAI are equal in terms of length of number of assessment years and number of course sections, the CAIAC shall apply the criteria in 18A.03 to rank the CAIs. Once this ranking is determined, it remains in effect until the MYA of one of these CAI ceases to exist. Whoever has the greatest seniority gets precedence over the others to pick their sections first, then the person who has taught the second most, etc. If after all those holding an MYA have picked a section and more sections remain, the procedure begins again going from most to least senior.

Article 20B ACCUMULATION OF RIGHTS OF FIRST REFUSAL AND MULTI-YEAR APPOINTMENTS FOR CONTRACT ACADEMIC LIBRARIANS AND ARCHIVISTS

20B.01 When a CAL/CAA has received a satisfactory assessment for work in a UNB Library pursuant to Article 19B, the CAL/CAA may exercise a Right of First Refusal for part-time professional librarian or Archivist assignments in that library. An assignment is work in a UNB library department or division performed at regular weekly work time on Saturdays, Sundays and/or after 4:00 p.m. on weekdays not exceeding 10 hours per week.

20B.02

- (a) If a CAL/CAA has a Right of First Refusal for part-time professional librarian assignments in a library, the Dean of Libraries or Dean of Law, as appropriate, on the recommendation of the Library Assessment Committee, may offer the CAL/CAA a Multi-Year Appointment (MYA) for the assignment. Such an appointment shall be for a minimum of two (2) years and a maximum of five (5) years, such term to be decided by the Dean of Libraries, or the Dean of Law, as appropriate. An MYA may be renewed at the discretion of the Dean of Libraries, or the Dean of Law, as appropriate.
- (b) A CAL/CAA is not obliged to accept an offer of an MYA and declining such an offer shall not affect the Right of First Refusal.
- (c) The University may not terminate an MYA appointment except for cause or because the library service will not be offered during the term of the contract for reasons of academic restructuring or budgetary restraint. If the library service is re-offered following such termination during the original term of the MYA, the MYA appointee has a right of reinstatement unless the MYA was terminated for cause.
- (d) CAL/CAA on MYAs which are explicitly stated to be subject to renewal in the letter of appointment shall be informed in writing by the University at least 40 days prior to the expiry of the MYA whether their appointment shall be renewed. Failure to inform a CAL/CAA 40 days prior to the expiry of the MYA explicitly stated to be subject to renewal shall constitute renewal for one (1) year. The letter of appointment offering any MYA shall make specific reference to this Article.

20B.03 A Right of First Refusal does not guarantee employment.

20B.04 When a CAL or CAA has not worked in an assignment in a UNB library for five (5) assessment years, or where the CAL or the CAA has worked only one (1) term in five (5) assessment years, the CAL or CAA shall lose the Right of First Refusal for that assignment.

20B.05 Where a CAL/CAA with a Right of First Refusal posted under Article 18B.02 of this Agreement has applied for the appointment under that Article, **they** shall be offered the appointment. If more than one (1) CAL/CAA holds a Right of First Refusal, the Library

Assessment Committee shall rank the applicants. The Dean of Libraries or Dean of Law, as appropriate, shall make the appointment in accordance with the ranking.

20B.06 Rights of First Refusal are campus specific. The right to be assessed for a ROFR (19B) may be earned regardless of on which campus the work is done. Automatic notification of eligibility for assessment under 19B is based on the campus where the work is done. To exercise the ROFR on a different campus, the CAL or CAA must request an assessment on that campus.

Article 21 WORKING CONDITIONS

21.01 Office Space

While the parties recognize that space is limited and that shared office space may be an appropriate answer to these limits, the University of New Brunswick acknowledges a responsibility to provide an environment in which CAIs can carry out their duties effectively. During terms when a CAI is performing contractual duties, **they** will be given a choice between (a) use of a meeting space suitable for advising students confidentially outside of class or (b) an office, which normally, may be shared with no more than two (2) other CAIs for their exclusive use as long as the total number of courses taught by all the CAEs in an office does not exceed six courses (excluding online courses) in a term (fall or winter). Other duties such as advising shall also be taken into consideration when assigning office space. Each office shall have one or more desks as required, filing cabinet, appropriate desk chairs, one or more computers as required with network access for each person meeting current ITS minimum configuration standards, a telephone and office supplies commensurate with Departmental/Faculty standards.

In situations where it is not possible to provide the minimum office space defined above, or where the CAI has been assigned use of a student meeting space, an employee may complete a Request for a T2200 – Declaration of Employment Conditions for use in support of a claim for home office expenses. This Request must be presented to the Dean along with the completed Form T2200 prior to April 1 of the calendar year following the year of application. Such request shall not be unreasonably denied.

21.02 Teaching Support

(a) Classrooms: The University prides itself in providing appropriate teaching facilities and is committed to ensuring that teachers and students benefit from advancements in teaching technology. In support of that commitment, the University shall supply any CAE who make a request appropriate portable electronic computing devices such as laptops or tablets for the delivery of classroom instruction. The University will assign classrooms to courses taught by CAIs on the same basis as full-time employees within the constraints of University infrastructure.

(b) Orientation: The University will offer Departmental- or Faculty-based orientation sessions prior to the commencement of each term at times convenient to CAIs to provide an overview of the Department/Faculty, an outline of roles and responsibilities, a review of academic regulations, information on **resources and** accessing services (e.g., key distribution, instruction on technology, photocopying) and information on the appointment and assessment process. Orientation sessions may be web-based, in which case access to keys will be provided on an individual basis.

(c) Services: CAIs shall be entitled, on the same basis as full-time employees, to the following services as required for teaching purposes: copying services, library

services, secretarial services, IT support and marking/teaching assistants. Access to copying services or mailboxes will be provided to CAIs as they require.

- (d) Program Updates: The Chair or Dean shall share with each CAE who holds a ROFR relevant updates to curricula, programs and course changes that affect any course(s) they teach in that academic unit.

21.03 E-mail and Library Access

- (a) E-mail access: CAEs will be provided with UNB e-mail accounts from the beginning of their assigned course for 48 months.

CAEs will be eligible to receive ongoing e-mail services equal to those services offered to alumni.

- (b) Library access: CAEs will be provided with library borrowing privileges and access to site licensed electronic resources equal to the privileges extended to full-time Employees, from the beginning of their assigned course for 12 months.

Article 22 OFFICIAL FILES

22.01 Subject to the provisions of Article 22.04, 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, a CAE shall be placed in an Official File. This file shall be kept in the Office of the **Provost**. 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 Chair, the Associate Vice-President of **People & Culture**, or any other office provided the Association is so notified in writing. Official Files and copies thereof shall be clearly marked as confidential.

22.02 The documents and materials referred to in Article 22.01 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 teaching and/or workload reports, as appropriate; correspondence; commendatory and disciplinary letters; curriculum vitae updates; documents reflecting the salary and work history of CAEs; decisions and/or recommendations, together with reasons, arising in accordance with Articles 19A.03 and 19B.03; and copies of materials reflecting professional development and achievements subject to the provisions of Article 22.04. A current inventory of all documents and materials in the Official File shall be maintained in the **Office of the Provost** and included in the Official File.

22.03 A CAE shall have the right, during normal business hours, and upon reasonable notice, to examine the entire contents of **their** Official File. The examination may be carried out in the presence of a person **assigned** by the **Provost**. CAEs may be required to produce identification before access to their Official File is granted. CAEs shall not remove their Official File or parts thereof from the office. CAEs may obtain, at their own expense and upon written request to the **Provost**, a copy of any of the contents of their Official File within a reasonable period of time. As soon as an inventory has been prepared in accordance with Article 23.02 and in any event no later than the end of the term preceding a formal assessment, each CAE shall be notified of the contents of **their** official file. A CAE shall be notified of any additions or deletions to **their** Official File. Materials deleted from the Official File shall be sent to the CAE.

- 22.04 CAEs 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 CAE. 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 teaching and/or professional performance of the CAE, as appropriate, providing the CAE makes them available within a reasonable time of receiving a written request for them. These documents and materials shall be returned to the CAE following their use and shall not be included in the Official File.
- 22.05 CAEs have the right to grieve the accuracy or the relevance, for the purpose of determining employment status or of evaluating teaching and/or professional performance, as appropriate, of any of the contents of their Official File within 30 days of becoming aware of the documents or materials.
- 22.06 No anonymous documents or materials shall be kept in an Official File or submitted as evidence in any formal decision or action involving a CAE. The aggregated numerical results of any collective student opinion survey of the CAE'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.
- 22.07 None of the contents of the Official File shall be released or made available to any person without the express written consent of the CAE concerned, except when required:
- (a) for normal University of New Brunswick administrative purposes;
 - (b) for grievance and arbitration purposes;
 - (c) by this Collective Agreement; or
 - (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 **Provost** and in the presence of **the Provost**. The **Provost** shall notify the CAE concerned immediately, stating the person or persons granted access and the reason for granting such access unless such notification is prohibited by legal statute.
- 22.08 For the purposes of proceedings under Article 31, 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 CAE who is a candidate in a particular assessment year and who is proceeding under Article 31. The examination will be carried out in the presence of a person **assigned** by the **Provost**. These Employees shall not remove the Official File or parts thereof from the office.
- 22.09 A record shall be kept of the names of all persons granted access to the Official File in the **Office of the Provost** together with the date, and the reason. Such record shall be included in the Official File.

Article 23 STIPEND

23.01 Stipend

- (a) The base stipend for teaching by CAIs shall be:

As of May 1, 2025	\$7,391
As of May 1, 2026	\$7,594
As of May 1, 2027	\$7,822
As of May 1, 2028	\$8,096

for a three (3) contact hour per week one (1) term degree credit course, or its equivalent.

(b) **In recognition of their service,**

- (i) **all CAIs holding at least one MYA between MAY 1, 2024 and April 30, 2025, will be paid a one-time lump sum payment of \$125 per course or section taught between May 1, 2024 and April 30, 2025 upon ratification and signing of this agreement;**
- (ii) **all CAIs holding at least one ROFR and no MYAs between May 1, 2024 and April 30, 2025, will be paid a one-time lump sum payment of \$115 per course or section taught between May 1, 2024 and April 30, 2025 upon ratification and signing of this agreement;**
- (iii) **all other CAIs will be paid a one-time lump sum payment of \$100 per course or section taught between May 1, 2024 and April 30, 2025 upon ratification and signing of this agreement;**
- (iv) **within two (2) months after May 1, 2026, the one-time lump sum payments as specified in 23.01c(i) and (ii) above will be paid for CAIs for courses or sections taught in May 1, 2025 to April 30, 2026 based on eligibility (holding at least one MYA or at least one ROFR and no MYA, as the case may be) evaluated in that same period.**

23.02

Vacation Pay

Statutory holiday & vacation pay is included in the stipends under this Collective Agreement.

23.03

Market Differentials

- (a) CAIs will be paid no less than the base stipend and market differentials may be applied if market factors relative to discipline warrant.
- (b) The University will provide the Association with the amounts of stipends paid to CAIs that exceed the base rate provided for. In addition, the University will provide the Association with its reasons for offering stipends in excess of the base stipend, or in the Faculties of Law and Engineering, in excess of 1.5 times the base stipend.
- (c) Nothing in this agreement prevents CAEs donating all or part of their stipend to the University, provided such donations are voluntary and not a condition of employment.

23.04

Cancellation Fee

If a course is cancelled after an offer of employment has been made by the University, and accepted by the applicant, the applicant shall be paid a cancellation fee of 3% of stipend if cancellation occurs prior to the first meeting of the course. Where cancellation occurs after the first meeting of the course, the CAI shall be paid the 6% of stipend plus one-thirteenth of stipend for each week, or equivalent, in which a class was held. **A CAI who has been**

contracted to teach the course for the first time will receive an extra 3% of the stipend for a cancellation of the course after an offer of employment has been made by the University and accepted by the applicant.

23.05 **Late Completion of Courses Due to Student Accommodation**

In the event the accommodation of a student requires the invigilation of a late exam, the invigilation of the exam shall not be the responsibility of the CAI.

Article 24 TUTION WAIVER

24.01 The University of New Brunswick shall waive tuition fees for up to one (1) full UNB credit course (six credit hours) each assessment year for CAEs who hold a Right of First Refusal or a Multi-Year Appointment.

A CAE who holds a ROFR or a MYA may transfer the tuition waiver to their spouse or a dependent child so long as the recipient is registered full-time in a degree program.

Article 25 MATERNITY LEAVE

25.01 Upon request by a pregnant CAE, the University shall grant maternity leave consistent in timing and duration with the *Employment Standards Act* of New Brunswick.

25.02 The CAE shall advise the Dean in writing of the expected date of delivery and of **their** intention to take maternity leave including the anticipated commencement date and duration of such leave as early as possible.

25.03 A CAE holding a MYA and/or ROFR who takes maternity leave and/or parental leave will have the MYA and/or ROFR extended for one year.

A CAE may request deferral of any assessment in accordance with Articles 20 (Right of First Refusal) and 19 (Assessment).

Article 26 PARENTAL LEAVE

26.01 Upon request by a CAE

- (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 a CAE takes parental leave in addition to maternity leave pursuant to Article 25, the CAE must commence the parental leave immediately on the expiry of the maternity leave, unless the University and the CAE agree otherwise.

26.02 The CAE shall advise the Dean in writing of the expected date of delivery/adoption and of **their** intention to take parental leave including the anticipated commencement date and duration of such leave as early as possible.

26.03 Extensions to ROFRs and MYAs taking a parental leave are dealt with under Article 25.03.

Article 27 PROFESSIONAL EXPENSE ACCOUNT

27.01 The Employer agrees to establish a professional expense fund for CAEs which shall be funded at the rate of \$36,000 per year.

27.02 CAIs who hold a Right of First Refusal (ROFR) for a course or courses within a Unit and CALs who hold a Multi-Year Appointment are eligible to submit an application to the **Office of the Vice Provost Academic Administration** for funding from the Professional Expense Account (PEA). A CAE eligible to apply for PEA funds under Article 27.01 is eligible to receive a maximum \$1000 in any May 1 – April 30 period. A CAE who has received no monies from the PEA fund in the previous year may be able to claim up to \$2000.

A CAE should apply for PEA funds prior to making any purchases to assure that requested items are eligible. Items not covered under PEA funds will not be reimbursed. Reimbursable expenses must be for actual expenses incurred and must be supported by original receipts consistent with established University reimbursement policies. Eligible expenses, include, but are not limited to the outright purchase of books, including ebooks, teaching materials, including electronic materials, registration fees and travel related expenses to attend or to present papers at conferences, money for continuing education such as courses or workshops (including those offered online), funding for improving job performance such as keeping up with advances in technology necessary for the creation and delivery of course material, fees for participation in professional organizations, and a portion of internet service during months when a course is offered and for one month thereafter. **Should a CAE attend a conference through the use of funds from this account, the CAE shall provide acknowledgment of that support by the University while in attendance at the conference.** All expenditures from this fund must be related to the enhancement of pedagogy and/or the enhancement of the CAE's discipline.

Materials purchased by CAEs under this Article shall be owned by the University. Where possible, such items shall be made available for use by other CAEs.

27.03 Members not receiving Professional Expenses in one (1) contract year due to fund limitations will be given priority in the next contract year. The decision of the **Provost** to award Professional Development funds is non-grievable.

The AUNBT will have access, upon request to the **Office of the Provost**, to the names of all applicants and amounts requested as well as the names of all successful candidates and the funds granted.

27.04 If there are funds remaining in the Professional Expense Account, the remaining amount will be carried forward to the subsequent contract year.

27.05 The provisions of this Article are subject to the relevant provisions of the *Income Tax Act* and any interpretations made by Canada Revenue Agency (CRA).

Article 28 LAPTOP OR NOTEBOOK COMPUTERS FOR CAE EXCLUSIVE USE

28.01 The Employer agrees to establish a fund for CAEs to fund requests for laptop or notebook computers under this Article which shall be funded at the rate of \$25,000 per year. If there are funds remaining in this account, the remaining amount will be carried forward to the subsequent Contract Year to a maximum of \$50,000.

28.02 CAEs who hold two (2) or more ROFRs in different courses **or one (1) ROFR in a course taught over two (2) semesters** may request to be provided a stock laptop or notebook computer (as defined by UNB's Information Technology Services Procurement guides) for their exclusive use during Contract Years in which they are teaching. A CAE may make a

request for a stock laptop or notebook computer under this Article once every four Contract Years.

- 28.03 Laptop or notebook computers provided to CAEs under this Article shall be owned by the University. At the end of employment or when requesting a new laptop or notebook, such laptops or notebooks shall be returned to the University or may be purchased by the CAE pursuant to the University's policies on purchasing University owned computers.
- 28.04 The AUNBT will have access, upon request to the **Office of the Provost**, to the names of all applicants and amounts requested as well as the names of all successful candidates and the funds granted.
- 28.05 The provisions of this Article are subject to the relevant provisions of the *Income Tax Act* and any interpretations made by Canada Revenue Agency (CRA).

Article 29 **TECHNOLOGY FUND**

- 29.01 The Employer agrees to establish a fund for CAEs to fund requests for electronic technology under this Article which shall be funded from the excess carry over of the Laptop and Computer fund (Article 28) to a maximum annual of \$10,000 at the start of each fiscal year. If there are funds remaining in this account, the remaining will be carried forward to the subsequent Contract Year to a maximum of \$10,000 at the start of each fiscal year.
- 29.02 CAEs who hold a ROFR may request technological resources to enhance the use of their computers, to facilitate delivery of course material or enhance student experience. Equipment covered under the Tech Fund includes, but is not limited to, digital pen input devices, computer peripherals that are related to course content, software for instructor use in classrooms, and greenscreens for online course delivery. This equipment does not include tablets, computer upgrades, or non-stock computers and materials normally understood to be necessary for course delivery including but not limited to, office supplies, printers and printing supplies, student software, headsets, and external drives.
- 29.03 Materials provided to CAEs under this Article shall be owned by the University. At the end of employment or when requesting a replacement, items shall be returned to the University or may be purchased by the CAE pursuant to the University's policies.
- 29.04 To access this fund, CAEs must make a written request to **the Office of the Vice Provost Academic Administration** detailing the type of equipment, how it will enhance the delivery of course materials or students' experience. The request must be supported by the Department Chair and/or the Faculty Dean.
- 29.05 The AUNBT will have access, upon request, to the **Office of the Provost**, to the names of all applicants and amounts requested as well as the names of all successful candidates and the funds granted.
- 29.06 The provisions of this Article are subject to the relevant provisions of the *Income Tax Act* and any interpretations made by Canada Revenue Agency (CRA).

Article 30 **INTELLECTUAL PROPERTY RIGHTS**

- 30.01 In order that the CAE has control over the direction, integrity and use of **their** scholarly work, as a general principle ownership of all types of intellectual property shall rest with the CAE who creates it whether or not the intellectual property was created in the course of employment or using University facilities and resources. This general principle is subject only to exceptions expressly provided for in this Article.

- 30.02 Where a CAE creates intellectual property outside the course of employment and without the use of University facilities or resources, the University shall not claim intellectual property rights in the intellectual property so created.
- 30.03 No CAE shall claim intellectual property rights in any University administrative documents or correspondence.
- 30.04 Where the University provides a CAE with documents or materials to assist **the CAE** in carrying out **their** duties, such as a laboratory manual, the CAE shall not claim intellectual property rights to the documents or materials even where the CAE modifies the document or materials, unless there is a written contract to the contrary which assigns the intellectual property to the CAE.
- 30.05 No CAE shall claim intellectual property rights in any work produced and designed to assist in the day-to-day administration and/or management of the University's affairs.
- 30.06 The University shall not enter into any agreement with a third party (including an agreement to administer funds) which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of a CAE under this agreement except with the agreement of the CAE(s) prior to such alteration or abridgment.
- 30.07 (a) All intellectual property belongs to the CAE(s) who create the work even if it is produced during the course of employment and with the use of the University's facilities and resources, unless the CAE and the University agree in writing to share or transfer ownership to the University.
- (b) The University shall ensure that the moral rights of the CAE(s) are respected. Moral rights are defined in the *Copyright Act* as amended from time to time, and, for reference, are currently defined to be the right to the integrity of the work and the right, where reasonable in the circumstances, to be associated with the work as its author by name or under a pseudonym and the right to remain anonymous.
- 30.08 A CAE shall be advised of **their** right to have a representative of the Association present in negotiations of agreements under this Article **or Article 31.07(k)** and/or take any offer under this Article to the Association to consult with them prior to **their** response to such offer. The Association shall be given a copy of all agreements or contracts with CAEs under this Article.

Article 31 **ONLINE COURSES**

31.01 **Purpose and Scope**

Both the University and CAEs are committed to online instruction as a means of enhancing the ability of Departments and Faculties to offer their desired programmes **and courses**. **Online programs and courses have increasingly become an expectation from student, government and regulatory bodies, and the other communities the University serves.** Both **the University and CAEs** see the potential to enhance instruction for students by allowing for new and different content **and engagement strategies**, the potential for more personalized feedback or instruction, and the opportunity for more off-campus student participation.

31.02 **Course Approval**

Online credit courses 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 online shall be selected in the same manner as they are for traditional courses.

31.03

General Principles

- (a) **The provisions of this Collective Agreement apply to Online Courses taught by CAIs unless otherwise specified by this Article 31.**
- (b) CAIs engaged in Online Course instruction shall have academic freedom consistent with Article 14 related to the course including full freedom in discussing their subject. Oversight or review of courses shall be made according to procedures and regulations established by the Department/Faculty and by the Senate and shall be consistent with Article 14.

31.04

Definitions

- (a) **Online Course: Courses that are taught online (either Term-Based or Open-Access). The incidental or hybrid use of online teaching for courses put forward in the academic calendar as “in classroom”, or the required shift to online teaching due to governmental restrictions is not within the scope of this Article and are treated as courses under the general provisions of this Collective Agreement.**

- (i) **Term-Based Online Course: Online courses that are offered for fixed periods of time during the year with defined start and end dates matching the start and end dates of academic terms (Fall/Winter/Summer). Instruction and assessment are scheduled and paced within that period of time. Term-Based Online courses may be wholly online or may involve instruction that is hybrid (available as a sequential blend of online and in-person instruction) or hyflex (available concurrently online and in-person, where students can move between online and in-person).**

For the purposes of this Agreement, the use of learning management systems (e.g., Desire-2-Learn), the use of virtual reality tools, or the incidental use of slides, video or electronic aids to teach in courses otherwise primarily delivered in-person, does not result in a course being designated an online course.

- (ii) **Open-Access Online Course: Online courses that have fixed enrolment dates and the student has a fixed period of time (typically six months) to complete the course but without defined scheduling or pacing of instruction and assessment.**

31.05

Instructional Design Support

- (a) Where a CAI is asked to teach an **Online Course**, **UNB shall make available appropriate instructional design support as determined by the University** so that the CAI is specifically and comprehensively prepared **and supported** to teach in this environment.
- (b) Priority for the **instructional design support** shall be determined by the University based on the merit of the needs for the course to be developed and the funds and resources available.

31.06

Term-Based Online Courses**Appointments for Teaching, Right of First Refusal Assessment and Multi-Year Appointments**

- (a) **Posting, assessment, allocation, etc. of opportunities to teach Term-Based Online Courses** shall be **made** in accordance with Articles 18A, 19A and 20A, except as specified in this article.
- (b) **Term-Based Online Courses count towards the course limits specified in Article 18A.04.**
- (c) **The maximum enrolment for a Term-Based Online Course section offered to a Contract Academic Instructor shall be similar to the maximum enrolment set when the course is taught by a full-time faculty member as a Term-Based Online Course. In the event a Term-Based Online Course has not been taught by a full-time faculty member before, the maximum enrolment shall be determined by the Dean in a manner similar to if it were to be taught by a full-time faculty member.**

Payment

- (d) **Term-Based Online Courses are paid the same stipend as in-person courses per Articles 23.**

Intellectual Property

- (e) **Similar to in-classroom instruction, the development or re-development of the content of Term-Based Online Courses are not contracted for separately, as the development of materials is inherent to the teaching and the CAI owns all of the intellectual property they create in the Term-Based Online Course. There shall be no expectation that a CAI will share course content and/or materials they created for an Online Course.**

31.07

Open-Access Online Courses**Appointments for Teaching, Right of First Refusal Assessment and Multi-Year Appointments**

- (a) **Open-Access Online Courses** shall be allocated in accordance with Articles 18A, 19A and 20A except as specified in this article and except that no dates are prescribed for the posting of courses. Timelines shall be respected.
- (b) **Open-Access Online Courses do not count towards the course limits specified in Article 18A.04.**
- (c) **Each 12-month period the Open-Access Online Course is offered for student enrolment shall count as an instance of teaching the course.**
- (d) Where a CAI has agreed to create an **Open-Access Online Course** to be offered by the University of New Brunswick, the CAI shall, despite Articles 18A, 19A and 20A, have a right to a **teaching contract** to offer the course for the first four (4) years or such other period as agreed between the University and the CAI.

After the first three (3) years of teaching the **Open-Access Online Course** (i.e., during the fourth year of teaching the online course), the CAI shall be assessed for

Right of First Refusal Renewal under Article 19A before being offered any future **teaching contract** to teach the **Open-Access Online Course**. This assessment is mandatory and may not be deferred. **CAIs teaching Open-Access Online Courses are not eligible for Multi-Year Appointments.**

Payment

- (e) A CAI shall be paid one three-credit **hour per week** course stipend **as defined in Article 23** for the creation of a three-credit **hour Open-Access Online Course**.
- (f) A CAI shall be paid one three-credit **hour** course stipend for the redevelopment of a three-credit **hour Open Access Online Course** or a fraction of a stipend commensurate with the extent of the redevelopment as agreed, in writing, between the CAI and the University.
- (g) Where a CAI has agreed to deliver an **Open-Access Online Course** the CAI and the University may enter into an agreement regarding the amount and method of payment for delivery of the course. In the absence of such an agreement, the CAI shall be paid as follows for each three-credit **hour Open-Access Online Course** taught for each 12 month period the course is offered (with the start date to be specified by the University), a one-time payment of \$3,000 (payable within one (1) month after the start date) plus the following for each student (after the first ten (10) students) registered in the course in each 12 month period, payable when the final mark for the student is posted:
 - (1) \$200 for the eleventh through the fortieth (11 to 40);
 - (2) \$175 for the forty-first through sixtieth (41 to 60); and
 - (3) \$150 for the sixty-first and above (61 and above).

All payments in this Article 31.03(h) will be prorated for other than three-credit **hour** courses.

Beginning 1 May 2013, all payments under this Article 31.03(h) will be adjusted by the percentage change to the base stipend specified in Article 23.01 and on the dates specified.

- (h) If a student in an **Open-Access Online Course** withdraws from the course before completing it, the amount payable to the CAI per student shall be prorated to pay the CAI in the same percentage as the tuition retained by the University and not refunded to the student under the College of Extended Learning's fee refund policy in place at the time of the withdrawal.
- (i) The start date for an **Open-Access Online Course** shall be stated in the agreement with the CAI to deliver the course. The CAI and University may agree to change the start date.
- (j) After an **Open-Access Online Course** has started, if the University decides to stop offering the course for a particular year during the period for which the CAI has agreed to deliver the course, the University shall provide a minimum of one (1) month's notice to the CAI before the end of the current twelve month delivery period.

Intellectual Property

- (k) Where the University commissions and specifically pays a CAE to develop curriculum, course content, and/or instructional programming for delivery of an **Open-Access Online Course**, the CAE shall own the intellectual property rights in all such works unless the CAE and the University agree in writing to share or transfer ownership to the University. Where no such written agreement exists, the CAE shall grant the University a world-wide, non-exclusive, renewable, royalty-free, irrevocable, indivisible and non-transferable four (4) year licence to use the intellectual property for internal use and programs, including the right to create derivative works for internal use and programmes, and the right for students to view and use the work as normal participants in a course.

Article 32 GRIEVANCE AND ARBITRATION

- 32.01 A grievance is any difference arising between the University of New Brunswick and the Association or between the University of New Brunswick and any CAE(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.
- 32.02 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 32.10 and Article 11 shall be used.
- 32.03 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.
- 32.04 The Parties agree not to practice any discrimination, harassment, or coercion of any kind against any CAE who elects to use or not to use the procedures set out in this Article.
- 32.05 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. All grievances shall be processed according to the terms and the procedures of the Collective Agreement under which they were filed.
- The Parties further agree that there shall be no grievances or arbitration founded upon the disposition of the market differential adjustments insofar as the disposition is not in conflict with this Collective Agreement.
- The Association shall have carriage of all formal grievances.
- 32.06 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 CAE, who may represent the grievor, at all formal stages of the grievance procedures. A representative from **UNB Faculty Relations** may accompany the Dean or **Provost** at all stages of the formal grievance and arbitration procedures and may assist the Dean or **Provost** during those procedures. In the context of this Article, the grievor and the Parties may not be accompanied by or represented by **external** legal counsel during the informal stage, Stage 1, or Stage 2 of the grievance procedure.

- 32.07 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 a CAE 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.
- 32.08 Grievances are defined in Article 32.01 and shall be classified as follows (subject to Article 31.09):
- (a) Individual grievance shall mean a grievance involving a CAE and particular to that CAE.
 - (b) Group grievance shall mean a grievance involving a group of CAEs and common to all CAEs 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.
- 32.09 The grievor in this Article shall mean the Party, CAE or group of CAEs initiating the grievance. Individual and group grievances may be initiated by the Association, or by the CAE(s) involved.
- 32.10 Informal Complaints
- Before the formal grievance procedure is initiated, every reasonable attempt shall be made to resolve the dispute expeditiously and without prejudice by informal discussion. To this end, any CAE or group of CAEs is encouraged to present a verbal complaint to the Dean or to the **Provost** 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. An informal complaint shall be initiated within fifteen (15) days of the grievable event or within fifteen (15) days of the date when this event could first have reasonably been known by the CAE to have occurred. If the dispute is not resolved, the Association may decide to lodge a formal grievance within the time limits of Article 32.11.
- 32.11 If the dispute or difference has not been settled at the informal complaint stage, a written grievance may be presented to the **Provost**. Such formal grievance shall be presented within twenty-five (25) days of the grievable event or within twenty-five (25) days of the date when this event could first have reasonably been known by the CAE to have occurred.
- 32.12 The **Provost** 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, subject to the following:
- (a) All grievances arising from decisions or actions in which a **Dean** has previously been involved shall be heard at Stage 1 by a **Dean** who has not been involved.
 - (b) All grievances arising from decisions or actions above the level of a Dean shall be heard at Stage 2.

- 32.13 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.
- 32.14 Formal Grievance Procedure
The written grievance shall be signed by the Chair of the AUNBT Grievance Committee or President of the Association 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 and who made the decision being grieved so that an evaluation of what stage the grievance is to be sent to can be made under Article 32.12;
 - (c) The remedy: A statement of the remedy the Association deems sufficient to resolve the dispute.
- 32.15 Stage 1
In the case of a grievance to be heard at Stage 1, the **Provost** 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 Association to hear the grievance. The Dean shall convey **their** 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.
- 32.16 Stage 2:
If, in the opinion of the Association, 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 Association, shall be presented to the **Provost** within ten (10) days of receipt of the Dean's disposition at Stage 1.
- 32.17 The **Provost** shall arrange a meeting with the Association 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 **Provost** 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.
- 32.18 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 32.14.
- 32.19 Arbitration
- (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 and formulating the question to be submitted to arbitration. **The arbitration will be heard by a sole Arbitrator unless the Parties agree that an Arbitration Board is desirable.** The President receiving this notice shall respond in writing within ten (10) days raising any objections to the question formulated.

- (i) **In the event of a sole Arbitrator, the Parties shall mutually agree on the naming of the Arbitrator. If such agreement cannot be reached within five (5) days, either Party may ask the Minister of Labour for the Province of New Brunswick to name the Arbitrator.**
- (ii) **In the event that the Parties agree to an Arbitration Board. the President of the grieving Party shall name one (1) arbitrator for the Arbitration Board. The President of the receiving Party shall name one (1) arbitrator to the Arbitration Board. The Parties shall mutually agree on the naming of the Arbitration Board Chair. If such agreement cannot be reached within five (5) days, either Party may ask the Minister of Labour for the Province of New Brunswick to name the chair of the Arbitration Board.**

Representatives of the Parties shall make every reasonable attempt to formulate a statement of the agreed facts and/or issues for presentation to the **Arbitrator or Arbitration Board** at least ten (10) days prior to the arbitration hearing.

- (b) Notwithstanding the provisions of Article 32.19(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 32.19(a) except that both Parties shall be notified. Such an Employee shall be entitled to whatever assistance CAUT is willing to provide.

General Arbitration Procedures:

- 32.20 No person may be appointed **as an Arbitrator or** 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 **arbitrator** 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.
- 32.21 The **Arbitrator, or in the case of an Arbitration Board, the chair** of the Arbitration Board shall convene the Parties for the purpose of a hearing within 30 days of appointment. The **Arbitrator or** Arbitration Board shall render **their** decision within 60 days of the opening of the hearing. The **Arbitrator or** Arbitration Board has the power to extend these time limits when it deems appropriate.
- 32.22 (a) In the case of an arbitration arising in accordance with Article 32.19(a) the fees and expenses of the **Arbitrator or Arbitration Board chair** 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 32.19(b) the fees and expenses of the **Arbitrator or Arbitration Board chair** shall be shared equally between the CAE(s) and the University of New Brunswick. The CAE(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.
- 32.23 The **Arbitrator or** Arbitration Board shall confine **themselves** to the grievance submitted for arbitration and shall have no authority to determine any other issue or issues.
- 32.24 The **Arbitrator or** 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.

- 32.25 Where an **Arbitrator or** Arbitration Board determines that a CAE has been disciplined for cause, the **Arbitrator or** Arbitration Board may substitute any equivalent or lesser penalty that, to the **Arbitrator or** Arbitration Board, seems just and reasonable.
- 32.26 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 CAE, the Association or the University of New Brunswick, but only to the extent of monetary loss actually suffered arising from a proven breach.
- 32.27 The **Arbitrator or** Arbitration Board shall have the duty and the power to adjudicate all matters in dispute, including questions of the arbitrability of an issue.
- 32.28 When dealing with grievances involving procedural irregularity, if the **Arbitrator or** Arbitration Board finds that procedures established in this Collective Agreement have not been complied with, **they** 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 **Arbitrator or** 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 **Arbitrator or** 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.
- 32.29 Any grievance resolved at any stage of the procedures prior to arbitration shall not constitute a precedent in any arbitration proceeding.
- 32.30 Rules and Procedures for the **Arbitrator or** Arbitration Board
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.
- 32.31 The Arbitration Board shall meet to consider the grievance(s) presented to it and **the Arbitrator or Arbitration Board** shall receive all evidence in respect of the grievance(s). **They** shall determine **their** own rules of procedure and evidence which shall be fair, just and equitable.
- They** 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 **Arbitrator or** Arbitration Board.
- 32.32 The **Arbitrator or** Arbitration Board shall give reasonable notice of hearings to the grievor, and the Parties.
- 32.33 The **Arbitrator or** 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.
- 32.34 The **Arbitrator or** 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 **Arbitrator or** Arbitration Board shall be available for confidential use by the grievor and the Parties.
- 32.35 The **Arbitrator or** 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.

32.36 The **Arbitrator or** Arbitration Board shall render **their** decision, which shall be final and binding, in writing, and shall send copies to the grievor, and to the Parties. **In the case of an Arbitration Board, 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 33 DISCIPLINE

33.01 Disciplinary action shall be taken only for just and sufficient cause. Penalties shall be just and appropriate for the offense.

33.02 In cases of suspension without pay or dismissal, the CAE may be suspended immediately, but where the CAE files a formal grievance within the time limits set out in Article 32 the Employee shall continue to receive full pay until the grievance and arbitration procedures have been completed or until the end of the academic term, whichever is shorter.

Article 34 STRIKES - LOCKOUTS

34.01 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.

34.02 In the event of a strike or lockout, members whose ongoing 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 35 SEXUAL HARASSMENT

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

35.02 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.

35.03 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.

35.04 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 **they** 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.

35.05 Any discipline imposed on an Employee for sexual harassment shall be subject to Article 33 and grievable and arbitrable under 32. 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 **the Employee's** 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 36 HEALTH AND SAFETY

36.01 The Parties agree that the health and safety of CAEs 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.

36.02 The Parties shall make every reasonable effort to safeguard the health and safety of CAEs and warn CAEs of known threats with sufficient specificity, as required and permitted by law, to permit CAEs to independently assess the threat and take steps to protect themselves.

The University of New Brunswick and its CAEs shall comply with the *Occupational Health and Safety Act* of the Province of New Brunswick and other applicable governmental statutes and regulations.

A link to the Campus Emergency Notification System shall be included on every contract of employment.

Article 37 EMPLOYMENT EQUITY

37.01 Commitment

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 **from equity-deserving groups, including but not limited to, those who are women, Indigenous, persons with disabilities or from racialized groups** exist or arise at the University of New Brunswick. The Parties are committed to the identification and removal of **systemic** barriers to the selection, hiring, promotion and training of persons in these designated employment equity groups, **and recognize that members of those groups may experience more requests for academic service relative to other Employees while those groups remain underrepresented at UNB.**

UNB will provide open-access equity training, such as training to address unconscious bias to all Employees expected to attend the Joint Assessment Workshops presented by UNB Faculty Relations and AUNBT. Employees serving on an academic assessment committee in any given assessment year will be required to demonstrate completion of equity training before serving on an assessment committee. In the event of non-completion, UNB may require the election of a replacement on the assessment committee.

- 37.02 Employment Equity Committee
The Employment Equity Committee established pursuant to Article 51.02 of the full-time collective agreement shall exercise its functions under this agreement. **AUNBT may elect to appoint a CAE representative to this committee as one of its representatives.**
- 37.03 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.
- 37.04 The Employment Equity Committee shall carry out an analysis, and report annually by **March 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 **as a proportion of all Employees** who:
- (a) were appointed to positions within the bargaining unit:
 - (i) those who applied for positions in the bargaining unit;
 - (ii) those included on short lists of suitable candidates.
- 37.05 During the lifetime of this agreement, **the Dean of each faculty** shall communicate the following information to the Employment Equity Committee, in a timely manner, for monitoring purposes: a statistical record of the applications, and those candidates considered qualified, **with any identification according to the equity categories indicated in 37.01. The parties will employ best-practices, including voluntary identification, in alignment with Federal guidelines to ensure privacy is protected when collecting and reporting on the information.**

Article 38 WORKPLACE HARASSMENT

- 38.01 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. Behaviour 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.
- 38.02 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.

- 38.03 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 33 and grievable and arbitrable under Article 32.

Article 39 PRIVACY AND SECURITY OF PERSONAL AND PROFESSIONAL COMMUNICATION AND INFORMATION

- 39.01 Reasonable Expectation of Privacy
Electronic and non-electronic data management and 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 **their files (regardless of location and format) and** will act in good faith to respect that expectation. The University will not examine or disclose such private information without consent of the employee or just cause. The University will not disclose the information to a third party without consent of the employee unless it is for use in a disciplinary or criminal investigation or has been the subject of a subpoena served on a representative of the University. Authorization to examine personal data or private information of an Employee without permission of the Employee will require the approval of the **Provost** or the President.

- 39.02 Notice Requirements
With respect to an examination or disclosure without consent under 39.01, the University shall notify the Employee and AUNBT no later than ten (10) days after any such activity, or such longer period of time as may be required due to ongoing criminal or statutory investigation by a third party that could be jeopardized by such notification. The notification shall include sufficient information to allow the Employee and AUNBT to understand the circumstances requiring the examination or disclosure.

With respect to requests for information under any access to information legislation that requires the University to contact an Employee to request information contained in **the Employee's** communications or office, the University shall immediately notify the Employee and AUNBT of the request. The University will provide AUNBT with sufficient information to enable it to represent the Employee. If the AUNBT representative(s) being provided such information are not UNB employees, such AUNBT representative(s) may (depending on the information) be required to enter into an information sharing confidentiality agreement. The University will not oppose an attempt by AUNBT to be third party intervener in any proceedings related to the request.

- 39.03 Protection of Information
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.

Surveillance

- 39.04 Notwithstanding Article 39.01-.03, surveillance shall be governed by the Memorandum of Understanding on Surveillance of Employees.

Article 40 ACCESSIBILITY AND ACCOMMODATION OF EMPLOYEES WITH DISABILITIES

- 40.01 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.
- 40.02 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.
- 40.03 It is the responsibility of a disabled Employee requiring accommodation to self-identify to **their** Dean. It is the responsibility of the Dean to consult with **UNB Faculty Relations** and to obtain approval from **the Provost** during the creation and drafting of an accommodation plan.
- 40.04 Accessibility and Accommodation Committee
 The mandate of the Accessibility and Accommodation Committee established under Article 57.04 of the full-time collective agreement is hereby extended to this collective agreement.
- 40.05 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.

Article 41 DURATION

- 41.01 This Collective Agreement comes into effect on May 1st, **2025** and remains in effect until April 30th, **2029**.
- 41.02 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.
- 41.03 When a Party gives notice according to Article 41.02 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 to bargain collectively and make every reasonable effort to conclude a renewal or revision of the Collective Agreement or a new Collective Agreement.
- 41.04 This Collective Agreement shall remain in force 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.

Graduate Student Teaching Apprenticeship Guidelines¹

General Provisions

These guidelines are provided for application to existing programs and for the development and implementation of new Graduate Student Teaching Apprenticeship Programs (GSTAP) at the University of New Brunswick for appointments under Article 18A.05 of the AUNBT-UNB Contract Academic Employees Collective Agreement. A teaching opportunity for a graduate student under this article is only a teaching apprenticeship if it is part of an approved GSTAP.

Program Approval

New GSTAPs must be proposed and approved by the Graduate Academic Unit (GAU), the School of Graduate Studies, and the applicable Senate(s). The SGS will develop for Senate approval a policy that sets out credit hours (i.e., NC or 0–6) attached to the GSTAP. A GSTAP may be required or optional in a terminal degree program depending on the requirements set by each GAU.

Purpose and Structure of an Apprenticeship Program

GSTAPs are offered to give graduate students in their terminal degree programs the opportunity to work closely with a faculty member (mentor) on all aspects of pedagogy, developing skills in lecturing, classroom discussion, marking, and course and assignment design while teaching undergraduate courses. A graduate student may be given a course to teach as a designated apprentice as a GSTA only once during **their** program. During the apprenticeship, the mentor will normally teach a portion (at least a third) of the course which will be observed by the apprentice. The apprentice will normally teach at least one third of the course, which the mentor will observe periodically in order to offer feedback, and will be available throughout the term for advice. Variations on this rubric are possible so long as they involve similar periods of observation, coaching and feedback between the apprentice and mentor when the apprentice is serving as observer and instructor. The advice may include instruction on: course planning and curriculum design; preparing and delivering classes; preparing and grading essays, tests, and examinations; course administration; and the preparation of a professional teaching dossier (including a general philosophy of teaching and teaching evaluations).

Apprenticeship Course Selection, Assignment, and Compensation

Graduate students and their apprenticeship opportunities will be selected according to criteria by each GAU. Courses that will be assigned to the apprentice should be identified by the December prior to the subsequent academic year—that is, for the period starting in the next summer session—in which the apprentice will teach the course (apprentices may displace Contract Academic Instructors, so the early identification of the courses is essential). Courses assigned to the apprentices may be single-term (three-credit-hour) or full-year (two-term, six-credit-hour) courses. Apprentices will be compensated according to the AUNBT (Group 2)–UNB Collective Agreement.

¹This document relied extensively on the existing program descriptions from the Faculty of Arts GAUs.

1. MOU Community Partnerships

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

and

The University of New Brunswick (UNB)

Subject: Community Partnerships

The Parties agree that university education is normally best provided by employees who are fully engaged in all aspects of teaching, research, and service. However, the Parties agree that it can be beneficial to students, faculty and the University to engage community partners to offer unique and/or applied learning experiences;

The Parties agree that, notwithstanding Article 10.01(d) of the Full-Time Collective Agreement and Article 18A of this Agreement, the University may enter into agreements with community partners in the delivery of undergraduate or graduate courses with the following conditions:

- (a) The AUNBT is provided at least 60 days' notice prior to the University entering into an agreement;
- (b) The course or any substantially similar course has not been offered in the last 5 years;
- (c) The new course content is predominantly applied and/or involves the utilization of equipment, skills or expertise not available at the University;
- (d) The new course offering will not negatively affect full-time or part-time faculty complements;
- (e) Contract Academic Instructors teaching such courses shall be members of the Contract Academic bargaining unit and shall be paid in accordance with the part-time collective agreement;
- (f) If expressly set out in the agreement, such new courses will not be subject to the posting requirements of the part-time collective agreement for the first three (3) instances in which a course is taught;
- (g) Any such new courses shall be approved by the appropriate department(s), faculty council(s), GAU(s), and Senate(s); and
- (h) Agreements under this MOU shall be limited to a duration of five (5) years after which collegial approval under (g) must be re-initiated.

Article signed off:

Date: 21 Oct. 2009 Time: 3:50 pm

Barbara J. Cooper
UNB

[Signature]
AUNBT

2. MOU Scope of Bargaining Unit Work

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

And

The University of New Brunswick (UNB)

Subject: Scope of Bargaining Unit Work

For the purposes of clarity, the Parties confirm the following:

1. Research activities beyond those scholarly activities necessary or desirable for good teaching are not part of the professional responsibilities of Contract Academic Instructors and are not considered for assessment and/or disciplinary purposes.
2. Supervision of undergraduate students' research and practical work, thesis preparation, and participation in the evaluation of theses unrelated to an assigned course, while not remunerated, may, if agreed between the Chair (**in departmentalized Faculties**) or Dean (**in non-departmentalized Faculties**) and the Contract Academic Instructor, be considered for assessment purposes only.
3. Co-supervision of graduate students and participation in evaluation of graduate theses, while not remunerated, may, if agreed between the Graduate Academic Unit, the School of Graduate Studies and the Contract Academic Instructor, be considered for assessment purposes only.
4. Participation in the collegial processes under Article 5 and other academic service, while not remunerated, may be considered for assessment purposes only.
5. The parties acknowledge that a CAE who chooses to engage in the above activities makes an important contribution to the life of the university as an academic community.
6. CAEs who choose not to engage in any of the above activities shall not be adversely impacted by their choice.

Article signed off:

Date: 4 Feb, 2010 Time: 10:25 am

Barbara J. Cooper
UNB

[Signature]
AUNBT

3. MOU Reportable Hours for EI Purposes

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

And

The University of New Brunswick (UNB)



Subject: Reportable Hours for Employment Insurance (E.I.) Purposes

The Parties agree that for Employment Insurance (E.I.) purposes only, each three-credit course shall be considered for E.I. reporting purposes as 230 hours.

It is understood that should a Contract Academic Instructor not teach the complete semester and/or the work assignment is proportionate, the reported work hours shall be pro-rated accordingly for E.I. reporting purposes.

The Parties agree that this arrangement is established for E.I. purposes only and is without prejudice to the position of the Parties, and shall in no way affect the interpretation, application and administration of any Collective Agreements between the AUNBT (Full-time and/or Part-time) and the University, and any University policies and practices, and shall not be relied on or referred to in any proceedings or negotiations other than those under the *Employment Insurance Act* or applicable *Regulations*.

It is further acknowledged that this arrangement is subject to the *Employment Insurance Act* and *Regulations* and becomes null and void in the event that E.I. directs that the practice be discontinued or modified.

Proposal signed off:	
Date: <u>15 April 2013</u>	Time: <u>10:22 am</u>
 UNB	 AUNBT

4. MOU Offshore and other Degree Credit Programs with External Partners

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

And

The University of New Brunswick (UNB)

Contract Academic Employees (Group 2)

Subject: Offshore and Other Degree Credit Programs with External Partners

UNB has partnerships with external entities to deliver UNB degree credit programs. When the degree credit programs are offered with external partners located outside New Brunswick, this can create uncertainty as to when the work falls under the Group 2 Collective Agreement. The following seeks to clarify these arrangements and relationships.

I. Application of the Group 2 Collective Agreement

Consistent with the bargaining unit described under Article 3.01, the Parties agree that the Group 2 Collective Agreement shall apply to a New Brunswick resident employed by the University of New Brunswick in contractual part-time teaching in a for-credit course (a "course") offered by UNB which is under UNB's direction and control if the person employed:

1. Entered into a contract with UNB to teach the course, is paid by UNB (or sometimes, at the person's choice, one course is paid by UNB and one course is paid by the external partner for tax reasons), and does most of **their** preparatory work in New Brunswick but is sent by UNB to the external partner's location on a temporary basis to teach the course; or
2. Entered into a contract with UNB to teach the course, is paid by UNB and delivers the course through electronic delivery methods or teaches part of the course at the external partner's location, and part via electronic delivery methods.

In 2013, paragraph 1 above describes the primary method of delivery in the Faculty of Business Administration and paragraph 2 describes methods of delivery in the Faculty of Education. Contracts that the external partner enters into directly with a person to teach or contracts with non-New Brunswick residents to work with external partners do not fall under the Group 2 Collective Agreement.

II. Posting of Teaching Opportunities

Posting of courses for Contract Academic Instructors ("CAIs") is done in one of two ways for external programs when the Collective Agreement applies:

1. Recruitment for specific courses previously determined by UNB (with or without input of the external partner); or
2. Obtaining expressions of interest for given time periods amongst available CAIs where the interested CAI suggests the courses that **they** may deliver, and course timetables are then developed based on program needs, interested CAIs' suggestions and CAI availability.

The Parties agree that, when the Collective Agreement applies as described earlier, the posting will be made by the following methods (after the opportunity has already been offered to multi-year appointments (if applicable) and full-time faculty under the respective collective agreements):

1. Recruitment for Specific Course Needs – They will be posted in accordance with Article 18A of the Collective Agreement.
2. Expression of “General Interest” (no specific course needs, to build a timetable) – When the program does not require recruitment for specific courses, the “opportunity to express interest” is posted as if it were a specific course opportunity in accordance with 18A. Selection of specific courses will be made under the general principles described earlier but also recognizing the need to create an effective timetable which may mean not everyone who expresses interest may be selected if their skills and experience do not meet the needs of the course timetable developed. The course timetable will be created using collegial processes outside the collective agreement and will not be subject to the grievance and arbitration procedure. Only the specific awarding of a course shall be subject to the grievance and arbitration procedure.

III. Selection of Instructors

Although the general selection process under the Collective Agreement will apply, given the special requirements of working with an External Partner, the following shall also apply notwithstanding anything to the contrary in the Collective Agreement, when determining whether a particular person will be selected to teach a course with an external partner:

1. Ability to Work at External Partner Site – An applicant’s legal and functional ability to teach a course may be limited by **their** availability and ability to be at an off-campus site, depending upon the situation. For example, if a work visa cannot be obtained, the applicant cannot be selected.
2. Past Performance and External Partner Input – Reappointments to teach with external partners are not automatic. Past performance at a particular location and input from an external partner may influence future appointments. Such input will be provided to the CAI in writing upon **their** request and shall not form part of the Official File.

IV. Remuneration Benefits and Other Financial Issues

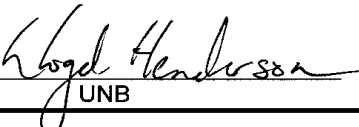
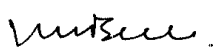
1. Stipend Rate – The Parties recognize that the financial opportunities with respect to working with external partners is often on a cost recovery basis and often involves extra work by the CAI to teach in another location and/or on a compressed work schedule. Therefore, the Parties agree that the stipend rates defined in the Collective Agreement be the minimum amount paid for teaching a course for these programs. More than the minimum amount may be paid depending on the program. UNB will provide AUNBT with the amounts of stipends paid to CAIs that exceed the Collective Agreement base stipend rate. In addition, UNB will provide AUNBT with its reasons for offering stipends in excess of the base stipend. These reasons may be provided on a program basis. UNB agrees to provide to AUNBT electronic copies of these teaching contracts.
2. Cancellation Fees – Cancellation fees (Article 24.04) apply to courses taught under this MoU.
3. Long Service Premiums – For the purposes of determining eligibility and amount of long service premiums to be paid (Article 24.03), a course taught for a program with an external partner under this MoU will be considered a 3 credit-hour course.
4. Per Diem Rates (i.e., room and board) – The current practice will continue, that per diem rates, if any, will be paid according to the applicable Memorandum of Understanding entered into between UNB and the external partner governing each program. If there is a per diem rate,

the per diem rate will be stated in job postings so that applicants are able to know what the rates are before they choose to apply.

- 5. Medical Insurance — UNB provides some medical insurance coverage when it employs CAIs to work outside of Canada. The level of medical insurance coverage differs depending upon employee status (e.g., retired full-time former Group 1 employees working as CAIs sometimes have coverage different from non-retiree CAIs). Program managers will inform participants of the medical insurance coverage being provided by UNB. Any additional coverage beyond what UNB provides may be purchased by the CAI at the CAIs expense.
- 6. AUNBT Union Dues – AUNBT dues will be collected and remitted on stipend amounts paid from UNB when the collective agreement applies, as described earlier, on a go forward basis from when this MoU is signed. In the limited circumstance where the CAI has requested partial payment to be received from the external partner as described under paragraph I (1) of this MoU, AUNBT dues will not be collected from such amounts but an equivalent amount of what dues would have been will be paid by UNB.

V. Other Non-Financial Issues

- 1. Quality – CAIs shall perform their duties in teaching a course with an external partner in a manner consistent for a course taught at UNB.
- 2. Course Maximums – The Parties agree that courses taught for programs with external partners will not be counted towards course maximums under Article 18A.04.
- 3. Right of First Refusal – In person – A course taught in person (or both in person and online) for a program with an external partner shall be considered a different course for the purposes of assessments and rights of first refusal.
- 4. Right of First Refusal – Online – A course taught solely online for a program with an external partner shall be considered the same courses with other instances of the course being taught online at UNB for the purposes of assessments and rights of first refusal.
- 5. Student Opinion Surveys – Where the Collective Agreement applies to the course taught, any student opinion survey results for courses taught with the external partner shall be placed into the CAI’s Official File consistent with Article 23.06, only if the student opinion survey format has been approved using the required academic governance processes for student opinion surveys at UNB.
- 6. AUNBT Representation – When the Collective Agreement applies to the course taught, the normal provisions regarding performance, investigations and discipline apply for issues that arise with a CAI teaching a course. When the CAI has AUNBT representation, UNB will make the necessary introductions (by phone, e-mail, skype or other electronic means) between the appropriate external partner representative, the member and AUNBT so that AUNBT can meet its obligation under the duty of fair representation.
- 7. Cultural Awareness – Cultural awareness orientation/training, if applicable, will be provided to CAIs at least once when working with an external partner.

Date: <u>30 Oct 2013.</u>	Time: _____
 _____ UNB	 _____ AUNBT

5. MOU Travel Study Programs

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

And

The University of New Brunswick (UNB)

Contract Academic Employees (Group 2)

Subject: Travel Study Programs

A Travel Study Program at UNB includes a cluster of related for-credit courses taught in an international location. The Parties recognize that the logistics and deadlines with respect to the offering of for-credit courses that are part of Travel Study Programs administered by the College of Extended Learning (“CEL”) for potential instruction by Contract Academic Instructors (“CAIs”) are different from the procedures in the Collective Agreement, as planning is done over a year to two years in advance, depending upon whether it is a new or existing Program.

Overview of Travel Study ProgramsOverview of Typical Timeline and Process

The normal timeline to offer a previously taught Travel Study Program in May 201X+1 is as follows (subject to change depending upon how long it takes to complete each step):

Date Range	Activity
March – May 201X	CEL distributes Proposal/Budget Templates to the Faculty for Academic planning for Travel Study Programs for Year + 1.
Early to Mid May 201X	Due date for established Travel Study Program proposals and tentative budget to be submitted to Chair, Dean and CEL for Year +1. CEL checks budget, etc., to determine if it will be approved in consultation with Dean. Approved Programs are announced in mid May
Late May 201X	Posting of available courses for application by CAIs
Late May – Mid June, 201X	Appointment of CAIs
July –Jan 201X	Advertise approved Travel Study Programs for student enrolment. The date range may change, but CEL’s goal is to initiate marketing and recruitment as soon as a particular program is ready to promote.
Feb 201X+1	Normal deadline to determine if a Travel Study Program will be cancelled or not (due to insufficient enrollment usually)
May 201X+1	Travel Study Program (usually 3 weeks long)

New Travel Study Program concepts usually require a longer planning period prior to approval and CEL recommends offering the course 2 years after the original Program concept proposal.

Overview of Responsibilities in Travel Study Programs

- The Program Director – There is usually only one Program Director for a particular Travel Study Program. Usually the Program Director (or one of the co-Program Directors) is a full-time faculty member. The Program Director is the employee who proposes a Travel Study Program and the courses it will contain, moves it through the process of approval (in the case of new Programs), and is involved in the recruitment of students, implementation and coordination of the Program. Effectively, the Program Director is the “champion” of the Program and is involved usually due to a personal passion to offer a unique experience. The Program proposal process and acting as Program Director is voluntary and is not separately remunerated. The Program Director also acts as an Instructor and teaches one or more of the courses in the Program **they** propose. If the Program Director is a CAI, the duties of Program Director (separate from the duties as an Instructor for a course in the Program), while not remunerated separately from the payment received as an Instructor, may, if agreed between the Chair (**in departmentalized Faculties**) or Dean (**in non-departmentalized Faculties**) and the CAI, be considered for assessment purposes only.
- Instructor(s) – These are the employees (either full-time faculty members or CAIs) who teach for-credit courses offered in the Travel Study Program. Although the Program Director proposing a Program may list individuals **they have** previously discussed teaching the for-credit courses in **their** proposal, this is not an official contract or assignment to teach a course and is, at most, used for potential advertising to students. The official posting and assignment of CAIs to teach the courses will follow the procedures of the Collective agreement, subject to any changes in this Memorandum of Understanding.

Procedure for a CAI to Propose a Travel Study Program

CAIs interested in proposing a new Travel Study Program (a “Proposal”) must speak with the Chair of **their** Department (**in departmentalized Faculties**) and the Dean of the relevant Faculty and should understand that a full-time faculty member may be required to be co-Director. All received Proposals, like any academic course or program, go through an approval and budgeting process that is outside of the scope of the Collective Agreement. There are no guarantees that any Proposal will be accepted and the acceptance or rejection of a Proposal shall not be subject to the grievance or arbitration procedure under the Collective Agreement.

Procedure for CAIs to Apply for Instructor Positions in a Travel Study Program

CAI Program Directors in the Capacity of Instructor of a For-Credit Course

The Parties agree that a CAI approved as a Program Director will be permitted to be immediately assigned as Instructor for at least one of the for-credit courses in the Program the CAI is acting as Program Director for without using the procedures for course assignment under the Collective Agreement. Such course assignments shall be excluded from any limit on course assignments provided in Article 18.

All other For-Credit Courses in a Program

All other available for-credit courses in a Program (other than those allocated to the Program Director, above) will be allocated initially to interested full-time faculty, etc., as provided in Article 18A.01 of the Collective Agreement. The for-credit courses that are left after that process are then posted for CAIs to apply for using the procedures of the Collective Agreement. The only differences are:

- (1) that the posting of available courses for CAIs to apply for will usually occur substantially earlier than the times in the Collective Agreement (usually in the June posting period of the year before the Program is offered);
- (2) for Travel Study Programs, the CAIAC shall meet with the Program Director(s) and the dean before the courses are posted;

- (3) the CAIAC shall consider all applications for CAI appointments. As part of this process, the CAIAC shall invite and take into consideration written comments from all full-time faculty and instructors, CAIs holding MYAs and the Program Director(s) who are not members of the CAIAC. Written comments will be made available for the CAIAC. An anonymous summary of the written comments will be made available to an applicant upon request. Neither the written comments nor the summary will be placed in the Official File; and
- (4) the course posting shall also include a brief description of the extracurricular requirements and expectations unique to that travel study program.

The Parties agree that such postings may occur outside the normal timeframe for posting provided in Article 18.

Payment for CAIs Teaching in a Travel Study Program

Stipend

The Parties agree that a CAI shall be paid the normal stipend to act as Instructor for each for-credit course **they** teach in a Travel Study Program in the amounts as provided in the Collective Agreement. A CAI may also be paid receipted expenses as set out in the approved budget of the Travel Study Program. The Parties recognize that the budget of a Travel Study Program may change, particularly with respect to expenses, depending on the level of enrollment and agree that nothing in this Memorandum of Understanding or Collective Agreement prevents the CAI from asking to structure the payment of the stipend to allocate a portion or all of the stipend as reimbursement for travel expenses incurred rather than as employment income; however, a copy of the any such agreement will be provided to the AUNBT when made.

Cancellation Fee

The Parties agree that given the substantial preparation time and lead time before a Travel Study Program, it is in the best interests of advertising and recruiting students to have Instructors assigned early, over a year before the Program actually occurs and before most Instructors would have done substantial course preparation. Therefore, in lieu of the cancellation fee procedures of Article 23.04, if a Travel Study Program is cancelled after offers of employment have been made by UNB and accepted by the applicant CAI, one of the following shall apply:

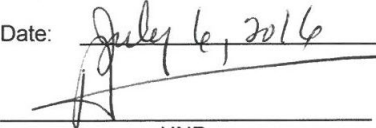
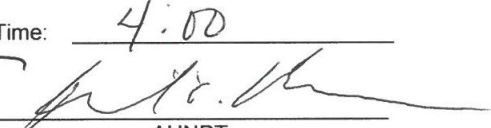
- before it has been advertised for student enrollment, no cancellation fee shall be due to the CAI; or
- after it has been advertised for student enrollment, the CAI shall be paid a cancellation fee of 3% of the stipend.

Contingencies

Recognizing that instruction outside of Canada is subject to medical and other contingencies, the Parties agree that, notwithstanding anything else in this collective agreement:

- the University will not require or request a Contract Academic to waive any legal rights against the University in connection with participation in a Travel Study Program; and

UNB provides some medical insurance coverage when it employs CAIs to work outside of Canada. The level of medical insurance coverage differs depending upon employee status (e.g., retired full-time former Group 1 employees working as CAIs sometimes have coverage different from non-retiree CAIs). UNB will inform participants of the medical insurance coverage being provided by UNB. Any additional coverage beyond what UNB provides may be purchased by the CAI at the CAIs expense.

Proposal signed off:	
Date: <u>July 6, 2016</u>	Time: <u>4:00</u>
	
UNB	AUNBT

6. MOU Visiting Scholars and Experts

Memorandum of Understanding

Between

The Association of New Brunswick Teachers (AUNBT)

And

The University of New Brunswick


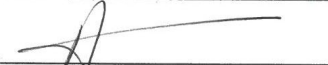
Subject: Visiting Scholars and Experts

The Parties agree that university education is normally best provided by the employees who are fully engaged in all aspects of teaching, research, and service. However, the Parties agree that it can be beneficial to students, faculty and the University to engage visiting scholars and experts;

The Parties agree that, subject to the provisions of the collective agreement between the University and AUNBT for Full-Time (Group 1) academic employees, and notwithstanding Article 18A of this Agreement, the University may appoint Visiting Scholars or Experts to deliver undergraduate or graduate courses.

The Parties agree further that,

1. A Visiting Scholar is a faculty member on leave from continuing employment at a recognized university, or any other person as agreed by the Parties, who is visiting the University temporarily;
2. A Visiting Expert is a person who is not a faculty member who is either employed at another public or private company or is retired from a previous career and has expertise related to the course for which assignment is contemplated;
3. Visiting Experts shall be assessed and approved by the applicable CAIAC before being offered a course under this MOU;
4. In any academic year the University may allocate up to six 3-credit hour courses, 2 on the Fredericton campus, 2 on the Saint John campus and 2 at the discretion of the VP Academic, to Visiting Scholars and Experts; upon mutual agreement of the parties, any unused campus-specific allocation may be transferred to the other campus. Such mutual agreement shall not be unreasonably withheld;
5. Not more than two such courses may be allocated to an individual Visiting Scholar or Expert within a period of three academic years;
6. Visiting Scholars and Experts teaching such courses shall be members of the Contract Academic bargaining unit and paid accordingly; and
7. No course allocation to a Visiting Scholar or Expert shall supersede the rights of a Multi-Year Appointment or Right of First Refusal.

Proposal signed off:	
Date: <u>July 7, 2014</u>	Time: <u>11:04</u>
	
UNB	AUNBT

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

And

The University of New Brunswick (UNB)

Subject: Surveillance (Article 37.04)

The Parties agree within one (1) year of the signing of this Collective Agreement to form a university wide committee to review UNB's current policies on surveillance of personal information in the use of information technology and of electronic surveillance of workspace and teaching facilities (the "Surveillance Policy Review Committee").

The committee shall have membership from all employee groups. The number and structure of representatives from each group and the University shall be the same number as each has on the Fringe Benefits Review Committee with a similar structure (such as a single chair selected by the University), although the specific members may be different.

The committee will be a standing committee and will make specific recommendations on an annual basis for changes (if any) to the University policies related to surveillance of personal information in the use of information technologies and the electronic surveillance of workspace and teaching facilities.

<i>Article signed:</i>	
Date <u>July 7, 2016</u>	Time: <u>2:34</u>
<u>[Signature]</u>	<u>[Signature]</u>
	page 1 of 1 <u>Humbert</u>

8. MOU Continuation of Memoranda of Understanding

Memorandum of Understanding

Between

The University of New Brunswick (UNB)

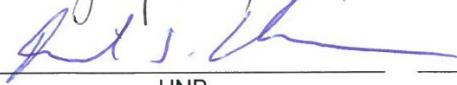
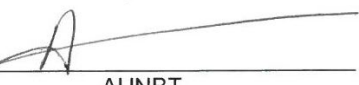
And

The Association of University of New Brunswick Teachers (AUNBT)

Subject: Continuation of Memoranda of Understanding

The Parties agree to extend the mandate of the following Memoranda of Understanding:

Title	Signed
Community Partnerships	October 21, 2009
Scope of Bargaining Unit Work	February 4, 2010
Reportable Hours for EI Purposes	April 15, 2013
Offshore and Other Degree Credit Programs with External Partners	October 30, 2013

Proposal signed off:	
Date: <u>July 26, 2016</u>	Time: <u>3:40</u>
	
UNB	AUNBT

9. MOU Right of First Refusal and Multi-Year Appointments –Clinical Nursing Courses

Memorandum of Understanding

Between

The Association of University of New Brunswick Teachers (AUNBT)

And

The University of New Brunswick (UNB)

Subject: Right of First Refusal and Multi-Year Appointments –Clinical Nursing Courses

Practicum courses within the Faculty of Nursing and the Department of Nursing & Health Sciences are operated and structured in a way that makes the normal ROFR and MYA processes in the collective agreement difficult to administer.

In nursing clinical practicum courses:

- Each clinical practicum course has multiple components, hereinafter called "placements", (e.g., Maternity, Mental Health, Acute Care, etc.) occurring each term in multiple agencies distributed across multiple geographical locations;
- Course numbers do not represent the specific content being taught by a CAI. Rather, the course number is tied to a particular semester;
- Students receive individual placements and CAIs are responsible for skill acquisition and performance as specified by course outcomes;
- A student enrolled in a clinical practice course will be assigned to one of several groups within the course. Each clinical group is then assigned to a specific placement for the duration of the term. In Nursing, a clinical group placement has approximately 8-10 students assigned to one CAI hired to teach one specific clinical group rotation within that course (not all of the clinical group placements within the course);
- Within Nursing, a CAI could teach three or more clinical group placements in a single year;
- In Nursing, a CAI would not be the instructor of record;
- As a result, the course data and contract data in Colleague does not have information about what a CAI is hired to teach. The data is maintained at the unit level (Faculty/Department).

In order to implement ROFRs and MYAs for CAIs teaching practicum courses in the Faculty of Nursing and the Department of Nursing and Health Sciences, some modifications to the existing ROFR and MYA assessment and tracking processes may need to be made to recognize the following key differences: (1) CAIs in Nursing provide supervision as specified by course outcomes; 2) CAIs hired for Nursing clinicals are responsible for only one of several clinical groups within a course placement and not courses per se; and 3) supervision by CAIs for the clinical groups in Nursing are small in size and occur frequently.

The Parties therefore agree to establish a joint committee that will:

- a) gather information about the scope of duties of CAIs conducting supervision in Clinical Nursing practica;



- b) gather information about the other differences between a CAI teaching clinical practicum course and a CAI teaching other courses; and
- c) make recommendations to determine if and in what form should the existing ROFR and MYA procedures in the collective agreement, particularly 19A and 20A, apply to nursing clinical courses.

This committee shall consist of two (2) co-chairs, one (1) appointed by each of the Parties, in addition to **four (4) other persons appointed by the Parties (two (2) from each party)**. The appointments shall take into account the need for bi-campus as well as clinical nursing CAI representation **by requiring each party to have one representative from the Fredericton campus and representative from the Saint John campus**. This joint committee shall determine its own procedures and shall report to the Parties within **two (2) years** of the signing of this Collective Agreement. One stipend shall be provided by the Employer to one CAI doing clinical instruction participating on this committee. The work of this joint committee shall be complete within **three (3) years** of the signing of this Collective Agreement.

To the extent this committee feels it is relevant to its work, it can and is encouraged to consult any information gathered around items (a) and (b) in the Nurse Clinician Joint Committee: Report to the Parties created under the AUNBT Group 1 MOU entitled "Joint Committee on Nurse Clinicians".

Recognizing that the frequency of offerings of clinical group placements in a single year are typically three or more, until an alternative method for evaluating CAI for ROFRs in Clinical Practicum Courses is recommended by this joint committee and is agreed upon by the parties, assessment for ROFRs in Clinical Practicum Courses placements shall proceed in accordance with 19A, except that:

1. the minimum number of offerings taught for the purposes of 19A.01(a) and (c) must be taught over a minimum of three terms;
2. the ROFR rights shall be tracked and assessed for specific placements within a given Clinical Practicum Course; and
3. The Professor/Teaching Professor of record responsible for Clinical Practicum Course shall be given the opportunity to provide an assessment which shall be considered by the CAIAC.

Article signed off:	
Date: <u>Aug 28, 2025</u>	Time: <u>2:02</u>
 _____	 _____
UNB	AUNBT

10. MOU Group 2 to Group 1 Term Appointment

Memorandum of Understanding

Between

The University of New Brunswick (UNB)

And

The Association of University of New Brunswick Teachers (AUNBT)

Subject: NEW MOU on Group 2 to Group 1 Term Appointment

Members of the Group 2 bargaining unit who are appointed to a term appointment in the Group 1 bargaining unit may, prior to beginning the term appointment, request a ROFR and/or MYA assessment if they are eligible at that time in accordance with this collective agreement. A request under this MOU is to be sent to the Office of the Vice Provost Academic Administration with a copy to the Chair or Dean as provided under Article 19A. The requested assessment shall, where possible, occur before their term appointment begins. The Parties agree that on a trial basis for the lifetime of this Collective Agreement, if the requested assessment does not occur before their term appointment begins, they shall be assessed for ROFR and/or MYA at the first available opportunity in accordance with Article 19A, notwithstanding their temporary exclusion from the Group 2 bargaining unit.

<i>Article signed:</i>	
Date <u> Aug 28, 2025 </u>	Time: <u> 11:09 </u>
<u> Heidi McDonald </u> UNB	<u> Aurora Blei </u> AUNBT

11. MOU Hourly Rates for Clinical Teaching in Nursing and Health Sciences

Memorandum of Understanding

Between

The University of New Brunswick (UNB)

And

The Association of University of New Brunswick Teachers (AUNBT)

Subject: Hourly Rates for Clinical Teaching in Nursing and Health Sciences

As a trial exception to Article 23, the parties agree that between the date of signing of this Collective Agreement and the expiry of this Memorandum of Understanding, UNB may pay clinical nursing instructors on an hourly basis, in accordance with this MOU.

The hourly rate paid to CAIs working as clinical nursing instructors during this period shall be as follows:

As of May 1, 2025: \$56.86

As of May 1, 2026: \$58.42

As of May 1, 2027: \$60.17


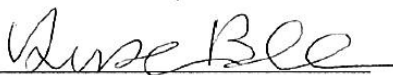
As of May 1, 2028: \$62.28

When issued a contract for teaching, the contract will specify the shifts and tasks to be performed and the hours to be paid for each. The Dean determines, for each clinical course, in a consistent and reasonable manner, the number of hours and takes into consideration time for orientation (if applicable to the CAI), clinical course preparation, and evaluation.

CAIs working as clinical nursing instructors will be paid no less than the hourly rate in this MOU and market differentials may be applied consistent with Article 23.03 if market factors relative to discipline warrant. The University will provide the Association with the hourly rate paid to CAIs that exceed the hourly rate provided for in this MOU. In addition, the University will provide the Association with its reasons for offering an hourly rate in excess of the hourly rate provided for in this MOU.

Prior to the commencement of a clinical course, UNB shall provide AUNBT with the number of hours allocated for each instructor of that clinical course, which shall include a breakdown of the number of hours allocated for clinical course instruction, evaluation, and preparation.

This trial Memorandum of Understanding expires on May 1, 2029 unless extended by agreement of the Parties. This initiative will then be evaluated for continuation, revision, and/or expansion.

Article signed off:	
Date: <u>Feb 17, 2026</u>	Time: <u>3:21 pm</u>
<u></u>	<u></u>
UNB	AUNBT

12. MOU Education Internship Courses

Memorandum of Understanding

Between

The University of New Brunswick (UNB)

And

The Association of University of New Brunswick Teachers (AUNBT)

Subject: Education Internship Courses

The Parties see the benefit of mutually exploring the roles and responsibilities of those involved in offering Education Internship courses in the Faculty of Education on the Fredericton campus and in the Department of Social Science in the Faculty of Arts on the Saint John campus.

The Parties therefore agree to establish a joint committee that will:

- a) gather information about the scope of duties of those involved in offering Education Internship courses;
- b) gather information about and analyze any other differences between Education Internship courses and other for-credit courses on both campuses; and
- c) make recommendations on the implications of this analysis for the Group 2 Collective Agreement.

This committee shall consist of two (2) co-chairs, one (1) appointed by each of the Parties, in addition to two (2) other persons appointed by each of the Parties. The appointments shall take into account CAI representation from the Faculty of Education. This joint committee shall determine its own procedures and shall report to the Parties within one year of the signing of this Collective Agreement. The work of this joint committee shall be complete within two (2) years of the signing of this Collective Agreement.

In the interim while the Committee continues its work, the Parties agree that the existing practices around the scope and application of the Collective Agreement on the Fredericton and Saint John campuses shall continue without changes.

<i>Article signed:</i>	
Date <u>17 Dec 2025</u>	Time: <u>9:08am</u>
<u>Keidi Macdonald</u> UNB	<u>Ause B...</u> AUNBT

SIGNED AT FREDERICTON, NEW BRUNSWICK

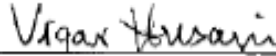
This 12th Day of March, 2026

UNIVERSITY OF NEW BRUNSWICK

ASSOCIATION OF UNIVERSITY OF NEW BRUNSWICK TEACHERS

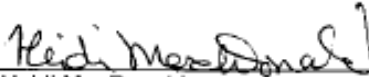


Paul Mazerolle
President and Vice-Chancellor

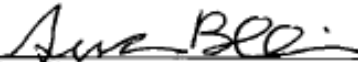


Viqar Hussain
President

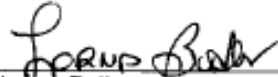
Members of the Negotiations Committee



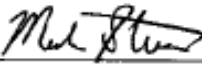
Heidi MacDonald



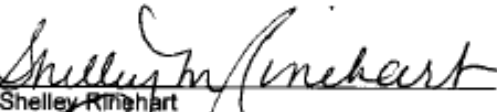
Sue Blair



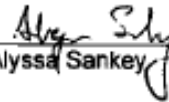
Lorna Butler



Merle Steeves



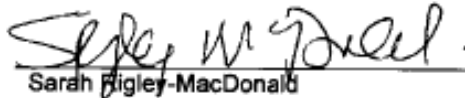
Shelley Rinehart



Alyssa Sankey



Jon Hunter



Sarah Bigley-MacDonald



Jennifer Larson



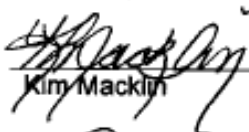
Jake Van der Laan



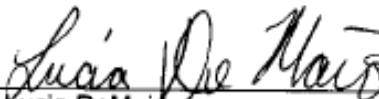
Ryan Johnston



David Speed




Kim Macklin



Lucia DeMaio



Amy Zhao



Michael Keliher