

COLLECTIVE AGREEMENT

between

**PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)
Local 60550
UNION OF GRADUATE STUDENT WORKERS**

and

**UNIVERSITY OF NEW BRUNSWICK
FREDERICTON AND SAINT JOHN CAMPUSES**



Public Service Alliance of Canada
Alliance de la Fonction publique du Canada

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish orderly collective bargaining between the University of New Brunswick (hereafter referred to as the Employer or the University) and those employees represented by the Public Service Alliance of Canada and its Local 60550 (Union of Graduate Student Workers); to ensure the prompt resolution of disputes and grievances; and to establish an agreement covering rates of pay and other working conditions.
- 1.02 The parties recognize their mutual interest in promoting and enhancing the working relationships between the Employer, the Union and its members consistent with the principles of mutual respect and co-operation.

ARTICLE 2 – DEFINITIONS

- 2.01 For the purpose of this Agreement:

"Academic Term" means the period defined from time-to-time by Senate corresponding, approximately, to the periods from September to December (Fall term), January to April (Winter term) and May to August (Summer term). The Summer term may be further divided into Intercession and Summer Session.

"Academic Year" means the period from September 1 to August 31 of the following calendar year, inclusive of both dates.

"Agreement" when printed with an upper case initial letter refers to the Collective Agreement entered into between the Union and the Employer.

"Bargaining Unit" means the group of employees as recognized in Clause 3.01.

"Days" means working days unless otherwise specified.

"Employee" means a person who is a member of the bargaining unit.

"Employer" means the University of New Brunswick, that is, the Corporation of the University of New Brunswick as incorporated under Chapter 63 of the Acts 22 Victoria (1859), as amended, and continued by the University of New Brunswick Act (1968), as amended, and any person(s) duly appointed by it to act on its behalf.

"Graduate Teaching Assistant" (GTA) means a Graduate Student employed to provide support for teaching a course. This may include (but is not limited to): supervision of laboratories, marking assignments, marking laboratory reports, assisting in classroom instruction, etc.

"Intellectual Property" refers to inventions, discoveries or creations that may be primarily of scholarly value or commercial value, or both, and includes, but is not limited to, copyright, patents and trademarks.

"Local" means the PSAC directly chartered Local 60550, the Union of Graduate Student Workers.

"Research Assistant" (RA) means a Graduate Student employed on an hourly-paid basis through a faculty member's grant/contract. Such work may include (but is not limited to): library/literature research, preparing reports/papers, tasks associated with grants or contracts held by a faculty member, etc.

"Union" means the Public Service Alliance of Canada and its Local 60550, the Union of Graduate Student Workers.

"University" means the University of New Brunswick.

- 2.02 Where the masculine or feminine gender is used in this Collective Agreement, it shall be considered to include both genders unless any provision of this Collective Agreement specifies otherwise.

ARTICLE 3 – UNION RECOGNITION

- 3.01 The Employer recognizes the Public Service Alliance of Canada and its Local 60550, the Union of Graduate Student Workers, as the sole and exclusive bargaining agent for the bargaining unit as set out in the Certification Order IR-022-07 dated April 27, 2008 which reads, in part, as follows:

"All employees of the University of New Brunswick who are graduate students working as Teaching Assistants and/or Research Assistants, save and except any employees covered by an existing collective agreement and those excluded pursuant to the *Industrial Relations Act*."

- 3.02 The Employer shall not create any new classification for graduate student workers nor amend the job duties, working conditions, salary or benefits of an employee for the purpose of excluding them from the bargaining unit.
- 3.03 The Employer shall not bargain with or enter into any agreement with any employee or 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 Union.
- 3.04 The Union agrees that no employee or group of employees shall undertake to represent the Union to the Employer without proper authorization of the Union. The Union shall provide the Employer, in writing, with the names and position titles of its Officers, the names and jurisdictions of its Stewards, including the person designated as Chief Steward, and the names of its Regional Representative and its Negotiator. The Union will be notified of the names and position titles of senior university administrators.
- 3.05 The current practice concerning the use of undergraduate teaching assistants and research assistants shall be maintained. However, undergraduate teaching assistants or research assistants shall not be used to undermine the bargaining unit.

ARTICLE 4 - UNION SECURITY

- 4.01 No employee is required to join the Union as a condition of employment. However, each employee, whether or not a member of the Union, shall pay the equivalent of Union dues to the Union.
- 4.02 Any employee who is a member of the bargaining unit upon the ratification of the Collective Agreement and who is not a member of the Union, shall be notified of the above, and shall be sent, within 30 days of ratification of the Collective Agreement, a Union membership form and a cover letter provided by the Union to the Employer for this purpose.
- 4.03 All new employees shall become members of the Union on their date of hire, unless that employee opts out of membership by written notice to the Union within thirty (30) days of

the date his or her appointment begins. New employees shall be advised in their letter of offer that they are included in the Bargaining Unit represented by the Union and that their employment is on the terms and conditions set out in the Collective Agreement. A Union membership form and information package provided by the Union shall accompany the letter of offer.

- 4.04 For the purpose of administering the Collective Agreement, the University shall provide the Union, on May 1 of each year, an amount equivalent to six (6) full Teaching Assistantships (PhD) of 130 hours each.

DUES CHECK OFF

- 4.05 The Employer shall deduct Union dues and assessments levied by the Union on members of the Bargaining Unit covered by this Agreement. The Employer shall remit the amount deducted to the PSAC by the 15th day of the month following the month in which deductions were made. This shall be accompanied by an electronic spreadsheet, with a unique identification number for each employee, name, hours of work, bi-weekly salary and funding department. Other details can be added to the spreadsheet by agreement between the Employer and PSAC.
- 4.06 Where an employee does not have sufficient earnings in a bi-weekly period to permit deductions to be made under this Article, the Employer shall not be obligated to make such deductions in that period.
- 4.07 The Employer shall provide a statement of Union dues deducted for each calendar year on the employee's T-4 statement.
- 4.08 The Union shall provide at least 30 days notice of any change in membership dues and/or assessments.
- 4.09 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer, and such claim or liability would be limited to the amount actually involved in the error.

INFORMATION FOR THE UNION

- 4.10 The Employer shall provide the Union, in electronic format, with an alphabetical list of all employees in the bargaining unit within thirty (30) days of signing the present agreement. Such list shall include as a minimum: unique identification number for each employee, name, classification, date of hire, end date, hours of work, bi-weekly salary, funding department and email address. Other information may be added by mutual agreement of the Parties. The confidentiality of individual data shall be respected by the Union and shall not be shared with third parties.
- 4.11 The Employer shall also provide the above list to the Union within thirty (30) days of the beginning of each semester and within thirty (30) days of the expiry date of this Collective Agreement.

COLLECTIVE AGREEMENT

- 4.12 When a Collective Agreement has been signed, the Employer shall post the text of the Agreement on its website. Within a reasonable period of time, the Employer shall provide the Union with 500 printed copies of the Agreement. A printed copy of the Agreement shall also be made available in each departmental/faculty office. The Employer will inform new employees in their letter of offer that the Agreement is available on-line.

RIGHT TO PARTICIPATE IN UNION ACTIVITIES

- 4.13 The Employer recognizes the right of every member to participate in any activities of the Union, and shall not interfere with this right. Unless otherwise agreed with the Employer, all formal Union activities will be done outside the work schedule of the Employee.
- 4.14 Duly authorized representatives of the Union shall be permitted to transact official business of the Union with members of the Union or with official representatives of the University, on University property, provided such business shall not interfere with the normal operations of the University.

ARTICLE 5 – FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

- 5.01 If any law now in force or enacted during the term of this Agreement renders null and void any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The parties shall thereupon negotiate substitute provisions which are in conformity with the applicable law.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The Union recognizes the power, authority, right, privilege and responsibility of the Employer, 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 the Collective Agreement.
- 6.02 The provisions of Article 6.01 shall not be carried out in an arbitrary or discriminatory manner.

ARTICLE 7 - SERVICES AND FACILITIES

- 7.01 The Union may post notices of meetings and other notices of interest to employees on the Employer's bulletin boards.
- 7.02 The Employer agrees to provide the Union with a suitably serviced and maintained office in a central location on the UNB Fredericton campus.
- 7.03 The Union may use the campus mail service on the same basis and at the same rates as University departments.
- 7.04 The Union shall have access to the following services of the Employer subject to the protocols determined by the Employer for internal users: telephone, postal, e-mail, duplicating, copying, printing and audio-visual.
- 7.05 The Employer shall permit the Union to book suitable meeting rooms at standard internal user rates when required for Union business, provided reasonable notice is given and space is available.
- 7.06 The Employer agrees to use its best efforts to provide employees with appropriate office space when required for them to meet with their students.
- 7.07 The Employer agrees to provide employees with access to and use of, available libraries, books, laboratories, duplicating services, office supplies, computing facilities, electronic resources, audio-visual equipment and any other University facilities, free of charge, when the Employer determines they are required in the performance of the employees'

contractual duties and responsibilities. Reimbursement of any expenses incurred in the foregoing is subject to the written approval of the person designated in the Department, School or Faculty.

- 7.08 Provided prior written approval for travel has been given by the person designated by the Department, the Employer shall reimburse the employee for all reasonable travel expenses incurred for employment related activities outside the City of Fredericton, if the employee is employed at the Fredericton campus of the University, or outside the City of Saint John, if the employee is employed at the Saint John campus.
- 7.09 The Employer will provide the PSAC regional representative with a guest parking pass on occasions when the representative is visiting the campus on Union business.

ARTICLE 8 - CORRESPONDENCE

- 8.01 Except where otherwise provided, official communications in the form of correspondence between the Employer and the Union may be given by mail as follows:

To the Employer:	To the Union:
Associate Vice-President	President
Human Resources & Organizational Development	PSAC Local 60550
University of New Brunswick	Union of Graduate Student Workers
Fredericton, NB	TBA
E3B 5A3	

The Employer shall normally copy the PSAC Regional Representative on such correspondence.

- 8.02 The Employer agrees to provide to the Union the following information:
- (a) a copy of the University of New Brunswick budget approved by the Board of Governors;
 - (b) a copy of the University of New Brunswick's audited financial statements;
 - (c) 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;
 - (d) the names of all persons appointed or elected to positions of the Board of Governors;
 - (e) the names of all persons appointed to any committee formed in accordance with any of the clauses of this Collective Agreement;
 - (f) the names and titles of individuals appointed to senior administrative positions, including the President, Vice-President and Dean of the School of Graduate Studies at the University.
- 8.03 The Union agrees to provide to the University the following information:
- (a) the names of all persons appointed or elected to positions in the Union;
 - (b) the name of the PSAC Regional Representative;
 - (c) the names of all persons appointed to any committee formed in accordance with any of the clauses of this Collective Agreement.

ARTICLE 9 - NO DISCRIMINATION AND NO HARASSMENT

NO DISCRIMINATION

- 9.01 There shall be no discrimination, interference, restriction, coercion, intimidation, or disciplinary action exercised or practiced with respect to or by an employee by reason of age (except as permitted by the New Brunswick Employment Standards Act and/or the New Brunswick Human Rights Act), race, creed, colour, national or ethnic origin, religious affiliation, social condition, sex, sexual orientation, gender identity or expression, political affiliation, political activity, pregnancy, family status, marital status, mental or physical disability, place of residence, membership or activity in the Union, or a conviction for which a pardon has been granted.
- 9.02 This article does not preclude any Employment Equity measures agreed to by the parties or required by law.
- 9.03 The parties acknowledge that the Employer has a duty to accommodate and the Union has an obligation to assist in that accommodation, consistent with the New Brunswick Human Rights Act and the evolving jurisprudence. In situations where an employee requires an accommodation, the Employer, the Union and the employee shall meet and make every reasonable effort to reach the required resolution.

NO HARASSMENT

- 9.04 The Employer, the Union and employees are committed to a working and learning environment free from harassment on grounds that are prohibited by the New Brunswick Human Rights Act, free from personal harassment as defined in this Collective Agreement and free from abuse of authority as defined in this Collective Agreement. The parties undertake to ensure that no form of harassment or abuse of authority is tolerated in the workplace.

"Personal harassment" means any vexatious behaviour that is known or ought reasonably to be known to be unwelcome. It may take the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affect an employee's dignity, or psychological or physical integrity, and which results in a harmful work environment for the employee. A single serious incidence of such behaviour may also constitute personal harassment. Personal harassment under this clause is deemed to include sexual harassment.

"Abuse of authority" occurs when an individual improperly uses the power and authority inherent in his/her position to endanger an employee's job, undermines the employee's ability to perform that job, threatens the economic livelihood of the employee or in any way interferes with or influences the career of the employee. It includes intimidation, threats, blackmail or coercion.

- 9.05 An employee who feels that he or she has been a victim of harassment may file a complaint under the University's Harassment Policy or may file a grievance under Article 19 – Grievance Procedure.
- 9.06 A bargaining unit member who is disciplined under this Article or under the University Harassment Policy shall have the right to grieve such discipline under Article 19 – Grievance Procedure.

ARTICLE 10 - NO STRIKE, NO LOCKOUT

- 10.01 The parties agree that there will be no strike or lockout as defined by the New Brunswick Industrial Relations Act during the life of this Collective Agreement.
- 10.02 If members of the bargaining unit are prevented from performing their duties because of a strike or lockout on the premises of the Employer or of another Employer, the member shall report the matter to the Employer and the Employer shall make every reasonable effort to ensure safe access to the workplace or make alternative work arrangements. The member shall suffer no loss of wages or benefits as a result of this situation.

ARTICLE 11 - UNION-MANAGEMENT COMMITTEE

- 11.01 There shall be a Union-Management Committee consisting of three (3) Bargaining Unit representatives appointed by the Union and three (3) representatives appointed by the Employer. The parties shall endeavour to ensure representation from the Saint John campus.
- 11.02 The purpose of this Committee is to review matters of mutual interest arising from the application of this Collective Agreement and to foster communications and co-operation between the Parties, but the Committee shall not have the power to deal with any matters which are properly the subject of grievance or negotiation.
- 11.03 The Committee shall meet at least once per term and whenever the need arises, upon five (5) days written notice given by either party.
- 11.04 The Committee shall have Co-Chairpersons appointed by the respective parties.
- 11.05 Minutes of each meeting of the Committee shall be prepared by the Employer and distributed to all Committee members. Minutes will be reviewed and corrected, if necessary, at the next meeting.

ARTICLE 12 - REPRESENTATION ON UNIVERSITY BODIES

- 12.01 The Union shall be entitled to representation on University committees that are structured to include representation of all unionized employee groups.
- 12.02 Notwithstanding Article 12.01, the parties agree that there may be other University committees where Union representation is appropriate and desirable. In such cases, the parties shall discuss the Union's request for representation and such requests shall not be unreasonably denied.

ARTICLE 13 - APPOINTMENTS (Graduate Teaching Assistants)

- 13.01 The Union agrees that the Employer shall make the determination as to the number of full or partial Graduate Teaching Assistants positions and the allocation of positions to campuses, faculties, departments and courses.
- 13.02 A full GTA appointment is considered to be 130 hours in an academic term. Letters of appointment will specify the number of hours to be worked during the academic term.
- 13.03 The period for which Masters students are eligible to receive a Graduate Teaching Assistantship is normally two years from the date of commencement of their academic program. When a Graduate Teaching Assistantship is offered at the time of admission as part of a package of financial support, it shall be guaranteed for two years from the date of commencement of the program, subject to acceptable performance as a GTA.
- 13.04 The period for which Doctoral students are eligible to receive a Graduate Teaching

Assistantship is normally four years from the date of commencement of their academic program. When a Graduate Teaching Assistantship is offered at the time of admission as part of a package of financial support, it shall be guaranteed for four years from the date of the commencement of the program, subject to acceptable performance as a GTA.

- 13.05 Prior to the allocation of GTA positions, the Employer will invite students to express their preferences for assignments and the Employer will make reasonable efforts to accommodate such requests consistent with the student's skills and abilities.
- 13.06 Students holding awards totaling more than \$30,000 per year shall not be assigned a GTA pursuant to article 13.03 or 13.04 in any year in which they hold the award(s). Notwithstanding, such a student may be assigned a GTA pursuant to article 13.07.
- 13.07 The Employer shall assign graduate students to the remaining GTA positions in their faculty/department according to the following order of precedence:
- (a) PhD students receiving less than \$16,500 in funding;
 - (b) Masters students receiving less than \$16,500 in funding;
 - (c) PhD students receiving more than \$16,500 in funding;
 - (d) Masters students receiving more than \$16,500 in funding.
- 13.08 In the calculation of GTA order of precedence allocations in Article 13.07 above, the Employer shall not take into consideration external scholarships totaling less than \$16,500.
- 13.09 In the event that the Employer intends, for reasons of unacceptable performance as a GTA, not to award a GTAship to a student who is otherwise eligible under Articles 13.03, 13.04 and 13.07, the student shall be so notified in writing with a copy to the Union. The decision shall be grievable.
- 13.10 For the purpose of allocating positions as per Articles 13.03 through 13.08, members registered in a self-standing inter-disciplinary program will be assigned to GTA positions through the School of Graduate Studies, in consultation with the student.

JOB POSTINGS

- 13.11 Where there are more GTA positions available in a faculty and/or department than there are eligible graduate students in that faculty and/or department, the University will post notice of the availability of the GTA position for no less than ten (10) days on the UNB Employment Opportunities website and on any bulletin boards reserved for this purpose, as well as e-mailing the posting to all graduate students for whom the University has e-mail addresses. Where identical positions are available, a single posting indicating the number of identical positions is sufficient.
- 13.12 The postings shall contain a brief description of the duties, the supervisor (if known), the required number of hours, the term of employment, and to whom the application must be submitted.
- 13.13 All postings shall note: *"This position is covered by a Collective Agreement negotiated between PSAC and UNB" as well as "The University of New Brunswick and the Public Service Alliance of Canada are committed to Employment Equity."*
- 13.14 One copy of each Posting shall be forwarded to the Union at the same time it is posted and e-mailed to graduate students.

- 13.15 Where there is more than one candidate who meets the qualifications outlined in the job posting provided for in Article 13.11, the order of hiring preference shall be as follows:
- (a) demonstrated financial need;
 - (b) employment equity target group;
 - (c) an individual who has not had a previous Teaching Assistantship opportunity.
- 13.16 All Graduate Teaching Assistants shall receive a letter of offer that shall contain, as a minimum, the following information: course and location, start date, end date, name of Supervisor (if known), rate of pay, hours of work per week, and duties and responsibilities. The Union shall be copied on all such letters of offer.
- 13.17 When an unanticipated vacancy occurs within two weeks of the start of an academic term or after the start of the academic term, the Employer may fill the position without posting. The Union shall be notified when this happens and shall be provided with reasons for the action.
- 13.18 Candidates who decline an offer of appointment as a GTA shall not lose their priority status for an appointment in a future term.
- 13.19 A Graduate Teaching Assistant shall only be required to perform duties and responsibilities as outlined in his/her letter of offer.

ARTICLE 14 - APPOINTMENTS (Research Assistants)

- 14.01 Employment as a Research Assistant (RA) is typically offered:
- (a) to new graduate students at the time of recruitment; or
 - (b) to existing graduate students
- by their Faculty Supervisor or a member of their Supervisory Committee holding a research grant or contract.
- 14.02 The average weekly hours of work and the duration of the RA employment will be specified at the time it is offered. Subject to acceptable performance as an RA and to the continued availability of the faculty member's grant/contract funding, the period of RA employment shall normally be continued for two years (Masters students) or four years (PhD students) from the date of commencement of the program.
- 14.03 Research Assistant positions which are not offered under the provisions of Article 14.01 shall be posted for a period of no less than ten (10) days on the UNB employment opportunities website and on any bulletin boards reserved for this purpose, as well as e-mailing the posting to all graduate students. Where identical positions are available, a single posting indicating the number of identical positions is sufficient.
- 14.04 The posting shall contain a brief description of the duties, the skills and abilities required, the rate of pay, the required number of hours, the term of the employment and to whom the application must be submitted.
- 14.05 All postings shall note: *"This position is covered by a Collective Agreement negotiated between PSAC and UNB" as well as "The University of New Brunswick and the Public Service Alliance of Canada are committed to Employment Equity."*
- 14.06 A copy of each posting shall be forwarded to the Union at the same time as it is posted

and e-mailed to graduate students.

- 14.07 Where there are two or more candidates whose skills, abilities, qualifications and experience as required by the posting are demonstrably equal, the order of hiring preference shall be as follows:
- (a) demonstrated financial need;
 - (b) employment equity target group.
- 14.08 When an unanticipated vacancy occurs, the Employer shall post the position for no less than five (5) days and follow the process outlined in Article 14.04 to 14.07 above.
- 14.09 Notwithstanding Article 14.03, assignments of twenty (20) hours or less over a period of two (2) weeks or less need not be posted, but Articles 14.10, 14.11, 14.12 and 14.13 shall still apply.
- 14.10 All Research Assistants shall receive a letter of offer that shall contain, as a minimum, the following information: general location of work, start date, end date, name of Supervisor, rate of pay, hours of work per day and/or week, and a general outline of duties and responsibilities. The Union shall be copied on all such letters of offer.
- 14.11 Declining an offer of appointment shall not prejudice a member's future Research Assistant opportunities.
- 14.12 In the event that the Employer intends, for reasons of unacceptable performance as an RA, not to award RA employment to a student who is otherwise eligible under this article, the student shall be notified in writing with a copy to the Union. The decision shall be grievable.
- 14.13 A Research Assistant shall only be required to perform duties and responsibilities that are consistent with those outlined in the letter of offer.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

- 15.01 All assigned duties of an employee shall be included in the calculation of time involved in an assignment. Duties associated with being a Teaching Assistant may include but are not limited to: preparation, teaching, attending lectures, demonstrating, marking, student consultation, invigilating, holding office hours, setting up experiments, supervision of field trips and conferring with the Supervisor in charge as required by the assignment. Duties associated with being a Research Assistant may include but are not limited to: research, preparing reports, writing papers, laboratory support, administrative tasks and provision of other academic support and assistance.
- 15.02 After the employee has been assigned to his or her employment Supervisor, the Supervisor shall meet with the employee, and shall complete the appropriate Description of Duties and Allocation of Hours forms (Appendices B1 and B2).
- 15.03 The Supervisor shall meet with the employee no later than twenty (20) days after the beginning of the appointment to ensure that the hours of work established in the Description of Duties and Allocation of Hours forms (Appendices B1 and B2) are appropriate. If it is determined by the Supervisor and the employee that the work cannot be performed in the time allocated, the Description of Duties and Allocation of Hours (Appendices B1 and B2) forms shall be revised.
- 15.04 Subsequent to that meeting, if a employee has reason to believe that he or she may be unable to perform the duties specified in the Description of Duties and Allocation of Hours forms (Appendices B1 and B2) within the hours specified (either the total hours or the

hours applicable to a section thereof) the employee shall complete an Employment Contract Amendment Request (Appendices C1 and C2) and submit it to his/her employment Supervisor. The Supervisor shall meet with the employee within five (5) working days of receiving such request to discuss the problem.

- 15.05 In cases where it is necessary to increase the number of hours in the appointment in order to complete the assigned duties, and the employee agrees to work the additional hours, Appendices C1 and C2 must be completed by the appropriate signing authorities and copies returned to the employee and the School of Graduate Studies before the additional hours are worked by the employee.
- 15.06 The employee shall be compensated for any additional hours authorized at the employee's hourly rate of pay.
- 15.07 Employees shall not be required to work more than twenty (20) hours in a week without their consent.
- 15.08 An employee may be accompanied by a representative of the Union at any meeting convened pursuant to Article 15.04.

ARTICLE 16 - TECHNOLOGICAL CHANGE

DEFINITION

- 16.01 The Parties define Technological Change as being a change in the Employer's operation directly related to the introduction of equipment or material which will result in changes to the employment status or significant changes in working conditions of employees.

NOTICE

- 16.02 The Employer will give the Union written notice of at least ninety (90) days prior to the introduction of technological change, except where this is not possible due to unforeseen or emergency circumstances, in which case the Union will be given as much notice as possible.

CONTENT

- 16.03 The notice will provide information regarding the nature of the technological change, the employees who will be affected, and the expected date of implementation of the change.

CONSULTATION AND TRAINING

- 16.04 During the notice period, the parties shall hold meaningful consultations on the implications arising from technological change. Where such consultations involve technological change which is likely to affect the income and/or security of employment, the parties agree to make every reasonable effort to avoid or minimize adverse effects on members of the bargaining unit.
- 16.05 When the Employer introduces new equipment or material that results in a significant change to the core functions of an employee's job, the Employer will provide the necessary retraining, at the Employer's expense, in the operation of such equipment or material. All hours spent in training shall be considered hours worked.

ARTICLE 17 - DISCIPLINE AND PERSONNEL FILES

- 17.01 No employee shall be disciplined except for just cause. Disputes over what constitutes just cause shall be resolved through the grievance and arbitration procedure contained in the Collective Agreement.
- 17.02 An employee shall have the right of Union representation during any disciplinary meeting with the Employer. The Employer shall give advance notice to the employee of the nature of the meeting, shall advise the employee of his or her right to Union representation, and shall provide a reasonable period of time for the employee to acquire such representation. The employee shall be given an opportunity to be heard at such meeting.
- 17.03 The above does not preclude an employee from requesting Union representation at any meeting called by the Employer.

PROGRESSIVE DISCIPLINE

- 17.04 The value of progressive discipline, with the aim of being corrective in application, is recognized by both parties.
- 17.05 All documents with respect to the discipline of an employee will be provided to the employee and copied to the Union within two (2) working days.

PERSONNEL FILES

- 17.06 An employee, together with his or her Union representative, shall have access to their personnel file during regular working hours and upon reasonable notice, (normally 24 hours), twice a year and/or during the grievance and arbitration process. The employee or the Union will be provided with a copy of the file upon request.
- 17.07 Employees shall acknowledge receiving an evaluation or disciplinary report by signing the copy to be filed. Such acknowledgment does not signify agreement with the content of the evaluation or disciplinary report. The employee may attach comments to the report.
- 17.08 Records of discipline shall be removed from an employee's file after a period of twelve (12) months, providing that there has been no further disciplinary action in that time period.
- 17.09 An employee's personnel file shall be kept separate from his or her academic file.

ARTICLE 18 - EVALUATIONS

- 18.01 The parties agree that the primary purpose of evaluations is to assist the employee to develop his or her teaching skills by providing guidance and feedback.
- 18.02 The results of any evaluations conducted by the Employer shall be shared with the employee and, if the employee so desires, with his or her Union Representative. Such evaluations shall not be made available to third parties outside the University without the written consent of the Employee.
- 18.03 An evaluation shall be conducted at the request of an employee or may be initiated by the Employer, but there shall be no more than one evaluation per term except by mutual consent.
- 18.04 Employees shall be given at least ten (10) days notice that an in-class, face-to-face, or electronically-recorded and/or electronically-monitored (e.g. via teleconference, video-taped) evaluation is to take place.

ARTICLE 19 – GRIEVANCE PROCEDURE

- 19.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable.
- 19.02 Grievances shall be classified as follows:
- (a) Individual grievance shall mean a grievance involving an employee and particular to that employee;
 - (b) Group grievance shall mean a grievance involving a group of employees and common to all employees in that group, which shall be processed as a single grievance;
 - (c) Policy grievance shall mean a grievance initiated by the Union which has general application to the bargaining unit as a whole, or to a clearly definable group within the bargaining unit;
 - (d) Employer grievance shall mean a grievance initiated by the Employer.
- 19.03 No person shall be subject to reprisal for the exercise, in good faith, of his or her rights under this Collective Agreement.
- 19.04 A grievance shall state in writing the article(s) or clause(s) of this Agreement which are alleged to have been contravened and must also specify the remedy sought.
- 19.05 The grievor shall be entitled to Union representation and shall be entitled to be present at every step of the grievance and arbitration procedure.
- 19.06 No grievance shall be defeated or denied solely on the basis of a clerical, typographical or similar error.
- 19.07 The grievor and/or the representative of the Local shall be permitted the required time off without loss of pay to attend grievance meetings.

19.08 Preliminary Step.

Within twenty (20) working days after the alleged grievance has arisen, the grievance is to be submitted, in writing, to the Associate Vice-President of Human Resources & Organizational Development who will direct the grievance to either Step One or Step Two as soon as possible and in no case later than five (5) working days following receipt of the grievance. The Associate Vice-President will inform the grievor and the Union as to the appropriate Employer's representative at Step One and/or Step Two.

- 19.09 Grievances concerning suspension, or dismissal or any Group or Policy grievance arising directly between the Employer and the Union shall be directed to Step Two by the Associate Vice-President of Human Resources & Organizational Development.

19.10 Step One.

The Employer's representative at Step One shall arrange and hold a meeting to hear the grievance within ten (10) working days of receiving the grievance. The Employer's representative shall render his or her disposition within ten (10) working days of the hearing. If the disposition does not resolve the grievance to the satisfaction of the Union, then the grievance may proceed to Step Two.

19.11

Step Two.

The Union has ten (10) working days from the expiration of the ten (10) working day period referred to in Step One to decide whether to proceed to Step Two. The disposition of the grievance at Step One, if applicable, and any related correspondence, must accompany the grievance submission at Step Two with a copy to Human Resources & Organizational Development and to the Union. The Employer's representative at Step Two shall arrange and hold a meeting to hear the grievance within ten (10) working days of receiving the grievance. The Employer's representative shall render his or her disposition within ten (10) working days of the hearing.

19.12

Step Three.

If the disposition at Step Two does not resolve the grievance to the satisfaction of the Union then the grievance may proceed to arbitration. The written notice of the Union's wish to proceed to arbitration shall be received by the Associate Vice-President of Human Resources & Organizational Development within thirty (30) working days from the ten (10) working day time limit stated for reply or settlement under Step Two.

19.13 In the case of an Employer grievance, the grievance shall be stated in writing to the President of the Union and shall be considered a Step Two grievance.

19.14 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded.

19.15 Time limits in this agreement shall be considered mandatory. However, either party may request, in writing, an extension of any time limit specified in this Article, and such request shall not be unreasonably denied.

19.16 A probationary employee may grieve his/her dismissal under this Article but such grievance shall not be eligible for reference to Arbitration (Article 20).

ARTICLE 20 – ARBITRATION

20.01 If the Union wishes to refer a matter to arbitration, it shall within thirty (30) working days from the date of the Step Two decision, make such request in writing addressed to the Associate Vice-President of Human Resources & Organizational Development. If the Employer wishes to refer a matter to arbitration, it shall within thirty (30) working days from the date of the Step Two decision, make such request in writing addressed to the President of the Union.

20.02 The parties agree to the use of a sole Arbitrator. If the parties to this agreement cannot agree on the Arbitrator within fifteen (15) working days, the Minister of Post Secondary Education, Training and Labour of the Province of New Brunswick will be asked to appoint one.

20.03 The Arbitrator shall hear and determine the difference or allegation (including any question as to whether a matter is arbitrable) and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee affected by it.

20.04 The Arbitrator shall have all the powers vested in him or her by the New Brunswick Industrial Relations Act and by the Collective Agreement, including, in the case of discipline or discharge, the power to substitute for the discipline or discharge such other penalties that the Arbitrator feels just and reasonable in the circumstances. The Arbitrator shall not change, modify or alter the terms of the Collective Agreement.

- 20.05 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 20.06 Each of the parties will equally bear the expense of the Arbitrator.
- 20.07 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the Employer's premises to view disputed operations and to confer with the necessary witnesses.
- 20.08 Any and all time limits fixed by this section may be extended by mutual agreement, in writing, between the Employer and the Union. Should a grievance not be referred to arbitration within the time limits, it shall be deemed to have been abandoned.
- 20.09 Should the parties disagree as to the meaning of the Arbitrator's decision, either party may within fifteen (15) working days after the decision is received, apply to the Arbitrator to clarify the decision.

ARTICLE 21 – ACADEMIC FREEDOM

- 21.01 The unimpeded search for knowledge and its free exposition are vital to the 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.
- 21.02 Subject to Article 22.05, all employees shall have:
- (a) freedom of discussion, freedom to criticize, including criticism of the University of New Brunswick and the Union, 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.
- 21.03 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.
- 21.04 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.
- 21.05 Where agreed upon, employees who are not primarily responsible for the delivery of a course or for conducting research shall complete their work assignments with due regard for any Employer-identified limitations in course and/or project design, content, and methods of delivery. In such circumstances, employees have the right to indicate in writing to their immediate supervisor, without prejudice, their concerns regarding content, structure, texts, and teaching methods.

ARTICLE 22 - INTELLECTUAL PROPERTY RIGHTS

- 22.01 Employees shall retain ownership and copyright of any lectures or course materials created exclusively by them.
- 22.02 Copies of lectures or course materials shall not be withheld when requested by the Employer.
- 22.03 Employees shall receive name recognition consistent with their contribution to the creation of Intellectual Property.
- 22.04 Except where precluded by the terms of a funding agreement, when an employee's duties involve a creative contribution to a research project, the employee and Supervisor shall, in advance, discuss, agree upon and record in writing (with a copy to the School of Graduate Studies) the proportion of ownership which shall accrue to the employee based upon the planned effort and duration of the employee's involvement.
- 22.05 Nothing precludes an employee and his or her Supervisor after a research project has begun from entering into a mutually acceptable revised agreement on ownership of Intellectual Property. Any such agreement must be recorded in writing (with a copy to the School of Graduate Studies).
- 22.06 The employee shall be entitled to Union representation at any such meetings.
- 22.07 The employee shall grant the Employer a non-exclusive, unrestricted, royalty-free license to use Intellectual Property for purposes consistent with the institutional mission of the University.

ARTICLE 23 - OUTSIDE ACTIVITIES

- 23.01 Accepting employment in the bargaining unit shall not restrict an employee from engaging in any activity outside the Employer, as long as the employee does not represent himself or herself as acting on behalf of the Employer. However, nothing shall prevent the employee from stating the nature and place of his or her employment, rank and title at the University.
- 23.02 Should outside professional activities involve the use of University employees, facilities, equipment, supplies, or services, such use shall be subject to the prior written approval of the Dean. The request for such approval shall include information on the nature and scope of outside activities for which support is requested. If approval is granted, the charges for employees, facilities, equipment, supplies, or services shall be at the prevailing rates unless the Vice-President Research agrees in writing to waive all or part of the charges.
- 23.03 Employees shall be free to engage in any other activities outside working hours, provided that without permission no employee shall exploit his or her connection with the University in the course of such activities.

ARTICLE 24 - HEALTH AND SAFETY

- 24.01 The Union and the University shall co-operate in developing and promoting rules and practices to maintain a safe and healthy workplace. The Employer shall take every reasonable precaution to ensure the occupational health and safety of employees.
- 24.02 The Employer acknowledges its responsibility to provide a safe and healthy workplace and to protect the health, safety and security of bargaining unit members as they carry out their obligations. Bargaining unit members shall conduct themselves to ensure their

individual health and safety and that of other persons in the workplace.

- 24.03 The Employer and members of the bargaining unit shall comply with all provisions of the New Brunswick Occupational Health and Safety Act and regulations, as well as with all Employer policies related to health and safety.
- 24.04 Bargaining unit members have a right to know about hazards in their working environment. The person designated by the Faculty or Department, or the member's direct supervisor, shall be responsible for informing employees of any procedures or policies established by the Employer and associated with the safe handling of materials or equipment; provide instruction, training and supervision as necessary, require them to use any protective devices, clothing or equipment as provided by the Employer, and to follow such procedures, and advise such persons of the existence of hazards of which the Employer is aware, or ought reasonably to be aware, associated with the member's duties.
- 24.05 Employees shall be informed of the risk of occupational exposure to chemical, biological, radiological and physical agents, including reproductive hazards, as part of all health and safety course materials.
- 24.06 An employee may refuse to do any act where he/she has grounds for believing that the act is likely to endanger his or her health or safety or the health or safety of another person. An employee who becomes pregnant, or who is lactating, may request precautionary measures, including a modified work program, to protect herself and the fetus or child. An appropriate modified work program will be implemented for the duration of pregnancy and/or period of lactation, with no loss of pay or benefits or seniority during the period of modified work.
- 24.07 Where there is a reasonable risk of exposure to an infectious agent from within the workplace, such as within a laboratory or clinic or fieldwork site where the employee may be performing work, the Employer agrees that the cost of any required vaccination or prophylactic shall not be borne by the member. It is understood that the cost of any vaccination that is required as a prerequisite of registration in any program of study will not be paid pursuant to this provision.
- 24.08 Where an employee is injured in a manner that causes or may cause a fatality, loss of limb, occupational exposure or occupational disease, or that may require admission to hospital, the Employer shall notify WorkSafe NB immediately after the occurrence thereof. The Employer shall provide immediate first aid to any employee who has suffered a work-related injury on its premises and, if necessary, have the injured employee taken to a medical facility, a health-care professional or to the employee's residence, depending on what his or her condition requires. Transportation costs (if any) shall be borne by the Employer.

24.09 JOINT HEALTH AND SAFETY COMMITTEE

The Union shall be entitled to appoint an employee representative to the Joint Health and Safety Committee on each campus.

- 24.10 The Employer shall compensate Union representatives at their normal hourly rate for all hours spent in training required by WorkSafe NB.

ARTICLE 25 - UNIVERSITY HOLIDAYS

- 25.01 Employees shall not be required to work, but shall suffer no loss of pay or benefits, on any of the following University holidays:

- (a) New Years Day
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) Canada Day
- (f) New Brunswick Day
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Remembrance Day (except if it falls on a Saturday or Sunday)
- (j) Christmas Eve Day
- (k) Christmas Day
- (l) Boxing Day
- (m) New Year's Eve Day
- (n) Any additional day duly proclaimed as a New Brunswick or Canadian statutory holiday.

25.02 Should any of these holidays (except Remembrance Day) fall on a Saturday or Sunday, the Employer shall declare an alternative day as the holiday. This will normally be the Friday preceding or the Monday following the holiday. The Union shall be advised of the holiday schedule.

ARTICLE 26 - LEAVES

26.01 GENERAL

In addition to the leaves outlined in this Article, the Employer may, in its sole discretion, grant leaves of absence with or without pay to employees for legitimate reasons. Requests for such leave shall not be unreasonably denied.

26.02 ACADEMIC CONFERENCE LEAVE

Subject to the approval of the person designated by the Faculty or Department where the employee works, and, with the exception of employees in their first year of study, supported by a copy of the invitation to participate at an academic conference relevant to the Employee's discipline, an Employee shall be granted Academic Conference Leave with pay up to once per semester, but normally no more than ten (10) calendar days between September 1 and the following August 31, and normally no more than five (5) calendar days per request. At least two (2) weeks' notice must be provided to the person designated within the Faculty or Department where the employee works.

26.03 BEREAVEMENT LEAVE

An employee may apply for, and shall be granted, bereavement leave with pay in the event of the death of the employee's spouse, common-law spouse, same-sex partner, parent (including step-parent), child (including step-child and foster child); siblings (including step-siblings), grandparent, grandchild, mother-in-law, father-in-law, or any relative permanently residing in the same home as the employee, for a maximum of five (5) consecutive days. Upon application, the Employer will consider granting reasonable travel time in addition to the leave granted under this Article.

An employee may apply for, and shall be granted, bereavement leave with pay in the event of the death of the employee's aunt, uncle, cousin, niece, nephew, brother-in-law or sister-in-law, for a maximum of one (1) day. Upon application, the Employer will consider granting reasonable travel time in addition to the leave granted under this Article.

Upon request, an employee may defer some or all of the bereavement leave to a later date to coincide with the funeral or memorial service.

26.04 COMPASSIONATE CARE LEAVE

An employee who provides the Employer with a copy of a medical certificate as proof that a person with whom they have a close family relationship is gravely ill and at significant risk of death within 26 weeks shall be granted Compassionate Care Leave without pay. Leave granted under this Article shall be for a minimum period of one (1) week and for no longer than eight (8) weeks.

26.05 COURT LEAVE

Upon written request to the person designated by the Faculty or Department where the employee works, an employee shall be granted leave without loss of pay or benefits, less what the court pays for the performance of the required duties, when summoned to serve for jury duty or jury selection, or when subpoenaed as a witness to court proceedings to which the employee is not a party, but only to the extent that the service actually conflicts with his or her duties, and provided that upon return to work the employee provides the person designated by the Faculty or Department with written confirmation of the date(s) and time(s) on which he or she served and the amount of pay received for jury service.

26.06 EXCHANGE OF DUTIES

Upon written request to the person designated by the Faculty or Department where the employee works, an employee may arrange for leave by way of exchanging duties with another employee, or by arranging for another qualified individual to substitute for the employee for periods not to exceed two (2) weeks at a time. Such mutual arrangement will not result in additional cost to UNB. Permission for such exchanges or substitutions shall be requested as far in advance as possible and shall not be unreasonably denied.

26.07 LABOUR CONFERENCES, CONVENTIONS AND UNION TRAINING

Upon written request to the person designated by the Faculty or Department where the employee works, the Employer shall grant a leave of absence without pay for up to five (5) employees at one time and a maximum of ten (10) employees per contract year who may be elected or selected by the Union to attend labour conferences or conventions.

The Employer shall grant a leave of absence without pay, not to exceed four (4) weeks per academic year, to a Union representative who is attending a Union training session. At least two (2) weeks notice must be provided to the person designated within the Department or Faculty where the employee works.

26.08 PARENTAL LEAVE

An employee who becomes pregnant shall upon request be granted leave without pay for a period of up to fifty two (52) weeks ending not later than fifty-two (52) weeks after the termination of the pregnancy. At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy. The Employer shall reimburse the cost of the medical certificate. The employee shall provide the Employer notice in writing at least four (4) weeks in advance of the anticipated commencement of the leave.

An employee who is not the birth mother, who becomes a parent of a newborn or newly adopted child, shall upon request be granted leave without pay of up to thirty seven (37)

weeks. The employee shall provide the Employer notice in writing at least four (4) weeks in advance of the anticipated commencement of the leave.

26.09 RELIGIOUS OBSERVANCE LEAVE

Employees shall be entitled to up to two (2) days of leave with pay each year to observe their non-Christian spiritual or holy days. An employee shall make up this time off or arrange an exchange of his or her duties with another qualified individual. If the above is not possible, the employee shall be entitled to leave without pay and shall give at least two weeks' notice of the leave to his or her Supervisor.

26.10 SICK LEAVE

Employees shall be granted up to one (1) working day of paid sick leave per month, or up to four (4) days per semester. Such sick leave will only apply to regularly scheduled classroom or laboratory contact hours. To qualify for sick leave, the employee must notify the person designated by the Faculty or Department where the employee works as to the expected duration of the illness or injury. The Employer may require a medical certificate from the employee for absences of more than three (3) days. The Employer shall reimburse the cost of the medical certificate. Leave not used in any month shall be carried over to the end of the academic year, to a maximum of nine (9) banked days.

The Employer shall grant a leave of absence without pay for long-term sick leave provided medical evidence of such need is submitted to the person designated by the Faculty or Department.

ARTICLE 27 - WAGES AND PAY ADMINISTRATION

- 27.01 Rates of pay for Teaching Assistants are expressed as hourly rates of pay and are as established in Appendix A.
- 27.02 Rates of pay for Teaching Assistants shall be the minimum rates of pay for Research Assistants.
- 27.03 After a letter of offer has been accepted by a Teaching Assistant and/or a Research Assistant, there shall be no reduction in GTA or RA funding provided by the Employer, except as permitted by Article 13 – GTA Appointments or Article 14 – RA Appointments.
- 27.04 Teaching Assistants and Research Assistants shall receive four (4) per cent of salary as vacation pay. This amount is included in the hourly rate of pay and shall be identified on the pay statement.
- 27.05 Employees shall normally be paid no later than two (2) weeks following the commencement of their Teaching Assistantship and/or Research Assistantship, but in any case shall receive their first pay within thirty (30) days of the commencement of such assignment.
- 27.06 Payments shall be made in equal bi-weekly installments during the period of the appointment and shall be by direct deposit in the account of the employee at the institution of his or her choice. Each payment shall be accompanied by an electronic pay statement that includes all deductions made from the employee's pay.
- 27.07 Any payment inadvertently missed shall be made up in full in the subsequent pay period.
- 27.08 No deductions, except those required by law, shall be made from an employee's pay with or without his or her written authorization. In the event an error is made by the Employer

that results in an overpayment to an employee, the Employer and the employee shall meet to agree upon a reasonable repayment schedule.

ARTICLE 28 - DURATION AND RENEWAL

- 28.01 This Collective Agreement comes into effect on the date of ratification and shall expire on April 30, 2013.
- 28.02 Either party may, within ninety (90) days of 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.
- 28.03 When a party gives notice according to Article 28.02 above, the parties shall, within thirty (30) days after the notice has been 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.
- 28.04 This Collective Agreement shall remain in full force in effect from year to year until such time as a new agreement has been reached or until such time as a legal strike or lockout occurs.

**MEMORANDUM OF UNDERSTANDING - ON THE IMPLEMENTATION OF A FIRST
COLLECTIVE AGREEMENT**

The parties agree that no member of the bargaining unit shall experience a reduction in pay (which the purposes of this MOU means the product of their hourly rate of pay X number of hours per week X number of weeks of contracted employment) as a result of this Collective Agreement coming into effect.

The parties further agree that any economic increases to hourly rates of pay negotiated by the parties shall result in a corresponding increase in the pay for that academic term.

For an employee whose hourly rate at the date of ratification is below the rate of pay for their classification, as shown in Appendix A, their increase shall be to the hourly rate shown in Appendix A.

For an employee whose hourly rate at the date of ratification exceeds their rate of pay for their classification, as shown in Appendix A, their increase shall be the fixed amount detailed in Appendix A.

**MEMORANDUM OF UNDERSTANDING - GRADUATE STUDENT ORIENTATION
SESSIONS**

The parties agree that the Union shall be invited to all orientation sessions organized by the University for graduate students and shall be allocated up to 30 minutes to give a presentation about the Union and the Collective Agreement.

MEMORANDUM OF UNDERSTANDING - TEN (10) HOUR RULE

Consistent with Federal Granting Councils and MPHEC guidelines, as well as UNB SGS policies, the Employer believes that a full-time graduate student should average no more than ten (10) hours per week in paid employment.

**MEMORANDUM OF UNDERSTANDING - JOINT COMMITTEE ON INTERNATIONAL
GRADUATE STUDENT EMPLOYEES**

The Parties have agreed to form a joint committee to discuss issues affecting international graduate student employees. The committee shall be co-chaired by a member of the Union and a representative of the University. In addition, two other Union members and two other University representatives will be appointed to the joint committee.

The committee may make recommendations to the Parties as it sees fit. Any such recommendations shall be non-binding on the Parties and will only be implemented with the written agreement of authorized representatives of both the Union and the University.

The joint committee shall hold an initial meeting within thirty (30) days of the ratification of the Collective Agreement.

APPENDIX A

Appointment Type	Hourly Rate				
	01-May-08	01-May-09	01-May-10	01-May-11	01-May-12
PhD	\$22.00	\$22.00	\$22.55	\$23.11	\$23.69
Masters	\$21.00	\$21.00	\$21.55	\$22.11	\$22.69

Note (1): For an Employee whose rate of pay at time of ratification is above the collective agreement rate, the increase in the hourly rate shall be:

PhD/Masters	\$0.55	\$0.56	\$0.58
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Note (2): Rates of pay for Teaching Assistants are the minimum rates of pay for Research Assistants, as per Article 27.02.

Note (3): Rates of pay are inclusive of 4% vacation pay as per Article 27.04.

APPENDIX B1
DESCRIPTION OF DUTIES AND ALLOCATION OF HOURS
Teaching Assistants

The Supervisor and the Teaching Assistant are referred to Article 15 - Hours of Work and Overtime for full details for completing this form. The parties will discuss this information, taking into account course enrolment, nature of assignments and expectations for grading, in determining reasonable workload. One subsequent meeting shall be held in accordance with Article 15.03 to review, and if necessary, revise this form. The Supervisor and the Teaching Assistant shall signify their acknowledgement of any changes to the form by signing the amended document.

The Teaching Assistant must initiate any subsequent changes to the assignment as an Employment Contract Amendment Request, (Appendix C1) as outlined in Article 15.04.

Academic Term(s) _____ Start Date (if not beginning of term) _____
 Dept. of Employment _____ Course Name & number _____
 Member Name _____ e-mail address _____
 Employment Supervisor _____ e-mail address _____

Duties	Approx Hrs	Details include nature of tasks and expectations of grading. If necessary, note the time and location where the projected workload is likely to exceed 10 hours
1. Preparation (e.g. reading, lab meetings)		
2. In class (e.g. tutorials, lectures, labs)		
3. Marking and Invigilation		
4. Student Consultation (e.g. office hours, e-mail)		
5. Supervision of Field Work		
Other (as discussed on this date)		
Total Hours/Term		

In accordance with Article 13, the maximum number of hours per academic term for a GTA assignment shall be 130 hours (10 hours per week x 13 weeks).

APPENDIX B2
DESCRIPTION OF DUTIES AND ALLOCATION OF HOURS
Research Assistant

The Supervisor and the Research Assistant are referred to Article 15 - Hours of Work and Overtime for full details for completing this form. Article 15.02 requires that the Supervisor and Research Assistant meet at the commencement of the academic term. At this meeting, the Supervisor and the Research Assistant will discuss the work to be done, giving details, including the nature, number and scheduling of specific assignments and the estimated hours of work each will involve. One subsequent meeting to review the distribution of hours of work will be held in accordance with Article 15.03.

If either the Supervisor or the Research Assistant has reason to believe that the duties of the position cannot be performed within the hours specified they must meet to review and revise this form. Any changes to the Research Assistant's duties must be discussed by the Supervisor and Research Assistant, and the Hours of Work Form amended to reflect these changes. Both must signify their acknowledgement of any changes to the Form by signing the amended document. Any subsequent changes to the Assignment will be completed as an Employment Contract Amendment Request, as outlined in Appendix C2.

Academic Term(s) _____ Start Date (if not beginning of term) _____
 Dept. of Employment _____ Course Name & number _____
 Member Name _____ e-mail address _____
 Employment Supervisor _____ e-mail address _____

Duties	Approx. hours Per Week	Details
Total Hours		

APPENDIX C1
EMPLOYMENT CONTRACT AMENDMENT REQUEST
Teaching Assistant

PART 1 - TO BE COMPLETED BY THE MEMBER

Name: _____ Number: _____

Address: _____

City: _____ Postal code: _____

Telephone () _____ e-mail: _____

Course code and number: _____

Contract number: _____

Number of hours called for in the employment contract: _____

Number of estimated additional hours to perform the work described in the employment contract: _____

Grounds for submitting the employment contract amendment request: _____

Supervisor's name: _____

Organizational unit: _____

Student's Signature: _____ Date: _____

PART 2 - TO BE COMPLETED BY THE SUPERVISOR

Decision

- a. The employment contract will be amended to add _____ hours of work.
- b. The workload shall be reduced to correspond to the number of hours of work indicated in the employment contract.
- c. The number of hours of work indicated in the employment contract corresponds to the workload requested.

Comments

Supervisor's Signature: _____ Date: _____

Dean/Chair Signature: _____ Date: _____

Cc: School of Graduate Studies

APPENDIX C2
EMPLOYMENT CONTRACT AMENDMENT REQUEST
Research Assistant

PART 1 - TO BE COMPLETED BY THE MEMBER

Name: _____ Number: _____

Address: _____

City: _____ Postal Code: _____

Telephone: () _____ e-mail: _____

Number of hours called for in the employment contract: _____

Number of estimated additional hours to perform the work described in the employment contract: _____

Grounds for submitting the employment contract amendment request: _____

Supervisor's name: _____

Organizational unit: _____

Student's Signature: _____ Date: _____

PART 2 - TO BE COMPLETED BY THE SUPERVISOR

Decision

- a. The employment contract will be amended to add ____ hours of work.
- b. The workload shall be reduced to correspond to the number of hours of work indicated in the employment contract.
- c. The number of hours of work indicated in the employment contract corresponds to the workload requested.

Comments

Supervisor's Signature: _____ Date: _____

Grant Holder Signature: _____ Date: _____

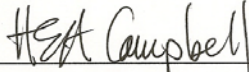
Dean/Chair Signature: _____ Date: _____

Cc: School of Graduate Studies

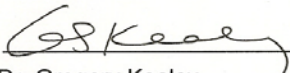
SIGNATURES

SIGNED in Fredericton, New Brunswick, this 7th day of December, 2010.

For the University



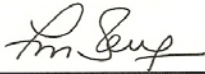
Dr. H.E.A. (Eddy) Campbell
President, UNB



Dr. Gregory Kealey
VP, Research and Provost

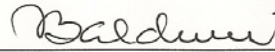


Dr. Edmund Biden
Dean, Graduate Studies

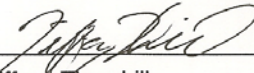


Peter McDougall
AVP, Human Resources & Organizational
Development

For the Union



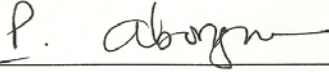
Jeannie Baldwin
REVP-Atlantic, PSAC



Tiffany Thornhill
President, Local 60550, UGSW

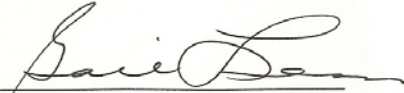


Greg Ericson



Pride Abongwa

Steve Melvin



Gail Lem
PSAC Negotiator

This letter is provided for information but does not form part of the Collective Agreement.

INSTRUCTIONS TO FACULTY MEMBERS AND ACADEMIC ADMINISTRATORS

Introduction

The Public Service Alliance of Canada and its Local 60550, the Union of Graduate Student Workers is the sole and exclusive bargaining agent for employees of the University of New Brunswick who are graduate students working as Teaching Assistants and/or Research Assistants. It is important that the collective agreement between the University and Union be respected. The following instructions have been prepared to guide you in understanding:

1. whether the funding that you are providing to a graduate student is approximately considered "Scholarship" or "Employment" income;
2. if the graduate student is a member of the bargaining unit; and
3. whether the matter constitutes an "academic" issue of an "employment" issue.

Background

Graduate students at the University often receive funding from a variety of sources. These may include:

1. the University operating budget;
2. a faculty member's grants/contracts;
3. scholarships or bursaries, including NSERC/SSHRC/CIHR, Vanier Scholarships, Trudeau Scholarships, etc.

Scholarship vs. Employment Income

The Canada Revenue Agency requires that payments to students be designated as either Scholarship or Employment income. Scholarship income is generally not considered to be taxable income and therefore statutory withholdings for such things as Federal Tax, Provincial Tax, EI and CPP are not required.

The determining factor in assessing whether a payment to a graduate student is "scholarship" or "employment" is whether there is an expectation that the student provide a quantum of labour (which need not be related to their academic objectives) to their employer in exchange for the payment. If there is an expectation of labour then the payment is "employment" and the relationship between student and supervisor is that of employee to employer.

Students may receive funding to support their progress toward a degree or other scholastic recognition in their field. In such situations the student will be directed and mentored by a faculty member. Consequently, if the payment is made to the student solely for the purpose of allowing them to pursue their academic objectives with no expectation that they provide a quantum of labour in return, then the funds can appropriately be considered "scholarship".

While it might be tempting for a faculty member and a graduate student to characterize funding as "scholarship" rather than "employment" there can be serious tax consequences to misrepresenting the nature of income, the student is denied the benefits of bargaining unit membership and the

faculty member has no basis upon which to expect the student to provide labour.

It is intended that scholarship funding provided to a bargaining unit member should not be reduced by a supervisor as a way to offset wage increases negotiated and agreed to by UNB and the PSAC.

Faculty members are encouraged to contact the Human Resources & Organizational Development department if they have any questions. More detailed information can also be found in Canada Revenue Agency bulletin **IT-75R4, Scholarships, Fellowships, Bursaries, Prizes, Research Grants and Financial Assistance.**

Membership in the Bargaining Unit

All graduate students who are working as Teaching Assistants are members of the bargaining unit since TA income is by definition, "employment".

All graduate students who are working as Research Assistants (RA's) are members of the bargaining unit.

Employment Activities

The University and the Union have agreed that a graduate student will not be employed at the University as a TA and/or RA for more than 520 hours over a 12-month period.

A Research Assistant's employment duties may but need not be directly related to their academic studies.

Questions

Please direct any questions to your Faculty Dean, to the Dean of Graduate Studies or to the HR & OD department.