

Collective Agreement

between

The University of Western Ontario

and

The University of Western Ontario
Faculty Association

July 1, 1998 - June 30, 2002

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DEFINITIONS

Academic Colleague shall be as defined in Appendix F.

Academic Term (or **Term**) shall mean Fall, Winter or Summer terms; Summer term includes Intersession.

Academic Year shall mean the period from July 1 to June 30.

Association shall mean The University of Western Ontario Faculty Association (UWOFA).

Bargaining Unit shall mean all persons employed as members of the academic staff at The University of Western Ontario and represented by The University of Western Ontario Faculty Association, as defined by the Certificate of the Ontario Labour Relations Board, 4482-97 dated May 26, 1998.

Board of Governors or **Board** shall mean the Board of Governors of The University of Western Ontario as established by the University of Western Ontario Act, 1982, as amended from time to time.

Campus shall mean the property of The University of Western Ontario and the property of affiliated Hospitals and Research Institutes.

Conditions of Appointment shall mean the Conditions of Appointment: The University of Western Ontario (1986) as amended from time to time by the Board of Governors on the recommendation of Senate.

Department shall mean an academic Department as constituted by the Senate and the Board of Governors.

Employer shall mean The University of Western Ontario acting through the Board of Governors and through any other person not in the Bargaining Unit authorized by office or specific delegation to act on the Board's behalf.

Faculty shall mean an academic Faculty (with the exception of the Faculty of Graduate Studies) as constituted by the Senate and the Board of Governors.

Fiscal Year shall mean the period from May 1 to April 30.

Member shall mean any Member of the Bargaining Unit (*q.v.*).

Member of the Bargaining Unit shall mean any member of the Bargaining Unit (*q.v.*).

Parties shall mean the parties to this Collective Agreement, *viz.* The University of Western Ontario and The University of Western Ontario Faculty Association.

School shall mean an academic School as constituted by the Senate and the Board of Governors.

Senate shall mean the Senate of The University of Western Ontario as established in the University of Western Ontario Act, 1982, as amended from time to time.

Unit, unless otherwise qualified, shall mean a Department or School; in a Faculty without Departments, it shall refer to the Faculty.

University shall mean The University of Western Ontario as established in the University of Western Ontario Act, 1982, as amended from time to time.

ACADEMIC FRAUD AND MISCONDUCT

1. Honest error, conflicting data, differences in the interpretation or assessment of data or of experimental design or practice do not constitute fraud or misconduct unless there has been intent to mislead. Any finding of fraud or misconduct in Research (as defined in the Article *Academic Responsibilities of Members*) shall require clear, cogent and convincing proof of actual dishonest purpose and intent or reckless disregard for the likelihood to mislead.
2. Fraud or misconduct in Research includes:
 - a) fabrication or falsification of research findings or scholarly materials;
 - b) plagiarism, which includes, but is not limited to:
 - (i) the failure to acknowledge the substantive contributions of academic colleagues or others, including students;
 - (ii) the use of unpublished material of others without their permission, including material provided in confidential peer reviews;
 - (iii) the use of archival materials in violation of the rules of the archival source;
 - c) the attribution of authorship to persons other than those who have participated sufficiently in the work to take public responsibility for its intellectual content;
 - d) the submission for publication of material originally published elsewhere, except where it is clearly indicated in the published work that the publication is intended to be a republication or has been published in full or in part elsewhere;
 - e) falsification or misrepresentation of credentials or other intentionally misleading practices in proposing, conducting or reporting research;
 - f) intentional unauthorized diversion of the research funds of the University, federal or provincial granting councils or other sponsors of research;
 - g) material failure to comply with relevant federal or provincial statutes or regulations or policies promulgated by the Senate or the Board of Governors which are not inconsistent with this Collective Agreement for the protection of researchers, human subjects, or for the health and safety of the public or the welfare of laboratory animals;
 - h) material failure to meet other relevant legal requirements that relate to the conduct or reporting of research and scholarly activity;

- i) failure to reveal material conflict of interest to sponsors or to those who commission work, or when asked to undertake reviews of research grant applications or manuscripts for publication, or to test products for sale or for distribution to the public;
- j) failure by a Member involved in a research project to reveal to the Employer any material financial interest in a company that contracts with the Member or the Employer to:
 - (i) undertake that research, particularly research involving the company's products or those of its direct competitors;
 - (ii) to provide research-related materials or services.

Material financial interest includes ownership, substantial stock-holding, a directorship, significant honoraria or consulting fees, but does not include routine stock-holding in a large publicly-traded company.

Retention of Research and Scholarly Materials

- 3. Members shall be responsible for providing the Employer access to their research and scholarly activity materials in electronic or some other format for seven years from publication or release to the public of the research results. This clause shall not apply where destruction of original research materials or data before the expiration of a seven year period is a legitimate pre-condition for conducting the Research; where such destruction of original materials is required, the Member shall provide access to secondary materials in which observations of the original data have been recorded.

Procedures

- 4. No finding of fraud or misconduct in Research shall be made in any investigation, and no Member shall be disciplined for fraud or misconduct in Research, when the Member through no fault of his or her own cannot reasonably defend against the allegation(s) because the means of proof is no longer available. Any and all disciplinary measures shall be in accord with the provisions of the Article *Discipline*.
- 4.1 All Members involved shall have the right to receive assistance and representation from the Association, as the Association deems appropriate.
- 4.2 An allegation of fraud or misconduct in academic research and scholarly activity shall be made in writing, signed and dated by the person making the allegation and forwarded to the Provost. The written allegation shall be sufficiently detailed to permit investigation and response. The Provost may refer the allegation to a designate.

- 4.3 The Provost or designate shall investigate the allegation(s) promptly in accord with the provisions of the Article *Discipline*.
- 4.4 No person consulted by any party concerning the case shall be appointed an Arbitrator in any Grievance arising from these allegations.
- 4.5 If the Employer decides after investigation not to take disciplinary action against the accused Member or if an Arbitrator or Arbitration Board decides in his or her favour, the Employer shall remove all documentation concerning the allegation from the Member's Official File and shall, at the sole discretion of the Member, destroy the documentation or transfer it to the Member, except that the Employer shall retain any arbitration report which shall be deemed to be a public document.
- 4.6 The Employer shall endeavour to:
- a) restore and protect the reputation and credibility of a Member wrongfully accused of fraud or misconduct in Research, including, but not limited to, written notification of the decision to all agencies, publishers or persons who were informed by the Employer of the investigation;
 - b) protect the rights, position and reputation of a Member who in good faith makes an allegation of fraud or misconduct in Research, or whom it calls as a witness in an investigation. Such protection shall include the provision of legal counsel and the payment of legal and related costs should the Member be sued for his or her participation in any investigation or in arbitration proceedings;
 - c) minimize disruption to the Research of the Member making the allegation and of any third Party whose research may be affected by the securing of evidence relevant to the allegation during the course of the investigation; and
 - d) ensure that any substantial disruption to Teaching, Research and Service resulting from allegations of fraud or misconduct does not adversely affect future decisions concerning the careers of those referred to in a) and c) above.
5. The Employer shall, where practicable, take such disciplinary action as it deems appropriate against any person who makes allegations of fraud or misconduct in Research which are reckless, malicious or not in good faith.
6. If the Employer's investigation or the Arbitrator or Arbitration Board sustains an accusation of fraud or misconduct in Research, and if that Research is funded by an outside agency or has been published or submitted for publication, the Provost shall inform the agency or publisher concerned of the decision, as well as the Association and the complainant and respondent. In any event, if the outside agency or publisher has been informed of the proceedings before a judgment has been rendered, the Provost shall send a copy of the decision of the Employer to the agency or publisher concerned.

ACADEMIC FREEDOM

1. The essential functions of a university are the pursuit, creation and dissemination of knowledge through Research and other scholarly and creative activities, and by Teaching. These cannot be performed without Academic Freedom which ensures the right of Members to teach, investigate and speculate, and/or to create or perform works of art, without deference to prescribed doctrine. Furthermore, universities are communities in which the right to criticize all aspects of society is valued and respected.

2. Academic Freedom specifically entails, but is not necessarily limited to, the right to:
 - a) conduct Research and to publish the results thereof;
 - b) teach and discuss;
 - c) select, acquire, disseminate or use documents in the exercise of the Member's professional responsibilities;
 - d) criticize the Employer, the Association or any corporate, political, public or private institution; and
 - e) create or perform works of art;

all without deference to prescribed doctrine.

3. The Employer and the Association agree to uphold and protect the principles of Academic Freedom as specified herein and not to infringe upon or abridge them.

4. The exercise of Academic Freedom, as described in this Article, shall not cause the imposition of any penalty or reprisal on a Member by the Employer or the Association. Neither shall the Employer or the Association countenance the restraint of Academic Freedom or the imposition, arising from its exercise, of any penalties or reprisals upon Members by any person, institution, agency or corporation with whom the Employer or the Association does business, or by any donor to the University or the Association, or from any source within the University.

5. The credibility of the principles of Academic Freedom depends upon a collective commitment to exercise these principles in a manner consistent with the scholarly obligation to base research and teaching on an honest and ethical search for knowledge.

6. Academic Freedom carries the responsibility to respect the rights and freedoms of others. In particular, Members are expected to recognize the right of other members of the academic community – faculty, staff and students – to express their opinions. Academic Freedom does not confer legal immunity or legal defence by the Employer in respect of

positions that may be taken but which are not specifically sanctioned by the Employer, nor does it diminish the obligation of Members to meet their responsibilities to the Employer.

7. Members shall not purport to speak on behalf of the Employer or the Association unless specifically authorized to do so. A statement of affiliation with, or position in the University, or of qualifications relevant thereto, shall not be construed as an attempt to speak on behalf of the Employer. A statement of Membership or position in the Association shall not be construed as an attempt to speak on behalf of the Association.
8. The Parties endorse and subscribe to the statement defining Academic Freedom in the context of libraries and expressing the responsibility of libraries to uphold Academic Freedom, given originally as the Canadian Library Association's *Statement on Intellectual Freedom* (see Appendix B).

ACADEMIC RESPONSIBILITIES OF MEMBERS

1. The essential functions of a university are the pursuit, creation and dissemination of knowledge through Research and other scholarly and creative activities, and by Teaching. The Academic Responsibilities of Members arise from these functions, and involve some or all of the following:

Teaching

2. For the purposes of this Collective Agreement, Teaching involves some or all of:
 - a) participation in the design of the pedagogical courses and programs of the University;
 - b) performance of assigned teaching duties, including the supervision of students in clinical courses, and any other obligations related to the pedagogical programs of the University;
 - c) assessment of the academic work of students;
 - d) being available to students for consultations and academic counselling;
 - e) being available as a supervisor or academic advisor to students who are engaged in research and in the preparation and defence of theses or project reports;
 - f) supervision of graduate teaching assistants;
 all in the Member's area of academic expertise.

Research, Scholarship and Creative Activity

3. For the purposes of this Collective Agreement, Research, Scholarship and Creative Activity, hereinafter for the sake of brevity referred to as "Research," involves some or all of:
 - a) the creation of new knowledge, including understanding or concepts;
 - b) the creative application of existing knowledge;
 - c) the organization and synthesis of existing knowledge;
 - d) creative expression.

4. While research, scholarly or creative activity directly related to the immediate and normal preparation for scheduled teaching is encouraged and usually necessary, it shall not normally be credited to the Research category. However, where a Member's research, scholarly or creative activity is judged by peer review to represent an academic advance or a development of clinical or instructional materials or methods of an innovative sort, with application wider than the Member's own pedagogical courses, then such work may be counted either as Teaching or as Research, but not both.
5. A Member's Academic Responsibilities in the area of Research include:
 - a) an obligation to disseminate the outcome of Research activities. It is the responsibility of Members to make the results of their Research in their discipline available for independent review and assessment in a form in which it can be evaluated by members of the discipline. This normally entails invited or refereed journal publication, invited or refereed conference presentations, invited or reviewed performance or exhibition, published monographs, or other vehicles, as appropriate to and accepted by the discipline;
 - b) the active search for external funding to support the Member's Research, where appropriate to the discipline;
 - c) an obligation to ensure that the dissemination of the results of contract research is not delayed unless written approval has been obtained from the Employer. However, such approval may not lead to indefinite delay in dissemination of the results. If the dissemination of the results of contract research is delayed, the research activity shall not be recognized as Research for the purposes of this Collective Agreement until the results of the work have been disseminated;
 - d) adherence to the ethical standards of the Member's academic discipline(s), where applicable, and to the legal requirements of any governmental authority with jurisdiction to regulate the conduct of such activity; and
 - e) an obligation to ensure that, in the dissemination of Research, the Member's affiliation with The University of Western Ontario is properly acknowledged, and that significant contributions of others to the Research are also properly acknowledged.

Service

6. Each Member shall be entitled and expected to accept an equitable share of administrative responsibilities by participation in the work of the University through membership on, for example, Department, Faculty, Senate and University committees. Other examples include the Association's Executive, Negotiating, Contract, or Grievance committees. Where participation in such bodies is by election or appointment, a Member shall be elected or appointed only with his/her consent. Those who have the responsibility to

make such appointments shall endeavour to ensure that Service commitments are shared equitably.

7. Members are encouraged to participate in the work of learned societies, academic and professional associations, funding agencies and programs, editorial boards and academic and professional journals, and to serve as external readers of theses or dissertations from other universities, provided these activities are consistent with the essential functions of the University defined in Clause 1 of this Article, and provided such activities do not conflict with the fulfilment of their Academic Responsibilities within the University.

Specification of Academic Responsibilities

8. A Member who holds a Probationary or Tenured Appointment shall have Academic Responsibilities in each of the three areas named in Clauses 2 through 7 of this Article, unless there is between the Member and the Employer a written agreement to a different set of responsibilities. Any such agreement shall be consistent with the provisions of this Collective Agreement, and a copy shall be sent to the Association.
- 8.1 A Member who holds an Appointment other than that described in Clause 8 shall have his or her Academic Responsibilities specified at the time the Appointment is made. Those responsibilities shall be consistent with the provisions of this Collective Agreement.

Fulfilment of Academic Responsibilities

9. In fulfilling their Academic Responsibilities, Members shall:
 - a) maintain the competence required to engage effectively, and to remain current, in their discipline in each of Teaching and Research, as appropriate to the Member's Academic Responsibilities;
 - b) adhere to teaching schedules in all but exceptional circumstances and, in case of sudden illness or emergency, make all reasonable effort to notify the Department Chair or Dean, as applicable. In the case of planned absences the Member shall inform the Department Chair or Dean, as applicable, of any necessary cancellation and make mutually acceptable arrangements for dealing with the situation;
 - c) endeavour to establish a record of performance reflecting high quality, excellence and high standards in Teaching and Research, as appropriate to the Member's Academic Responsibilities;
 - d) adhere to the regulations of Senate. Where there is a conflict between the regulations of Senate and the provisions of this Collective Agreement, the provisions of this Collective Agreement shall apply;

- e) be accessible to students for consultations, which includes regular accessibility on Campus during suitable, scheduled and publicized times; and
 - f) be available to participate in the Teaching, Research and Service activities of the community on the Campus. Accordingly, Members are expected to carry out non-scheduled academic activities on Campus. However, Members are also encouraged to participate in academic and professional activities with scholars in other institutions, and it is understood that this form of collaboration will sometimes require a Member to undertake such activities at the site of another university, institute, research centre or government department.
10. A Member who is not on Leave and who is absent from Campus shall inform the Department Chair or Dean, as applicable, how and when the Member can be contacted without undue delay, in case, for good and valid reason, the Member's presence on Campus is required.
11. Notwithstanding the provisions of Clauses 9 and 10, a Member may request and the Dean may grant a period of authorized absence during which a Member is not subject to being recalled to Campus, provided that during the authorized absence the Member has no scheduled duties or responsibilities. The Dean shall decide within five working days of receiving such a request whether or not to grant the request. If the request is denied, the Dean shall give written reasons for the denial. A period of authorized absence is not a Leave, and the Member is presumed to be carrying out Research, engaging in scholarly, creative, or professional activities, or preparing for scheduled duties, as part of the fulfilment of his or her Academic Responsibilities.
12. It shall be the responsibility of the Member to notify the Employer promptly of any change to his or her current mailing address. If a Member fails to do this, the Employer will not be responsible for failure of a notice sent by mail to reach such a Member.

ALTERNATIVE WORKLOAD

1. The proportions of Teaching, Research and Service in the Normal Workload of a Full-Time Member (other than a Member on an Externally-Funded or Visiting Appointment), may be altered for a specified period.
 - 1.1 Alternative Workload arrangements shall not change the overall magnitude of a Member's Workload.
2. For those Members who are Tenured at the time of ratification of this Collective Agreement, any change in the proportions of the Teaching, Research and Service components under Alternative Workload arrangements must continue to reflect active involvement in at least two of Teaching, Research and Service.
 - 2.1 From the date of ratification of this Collective Agreement, any change in the proportions of the Teaching, Research and Service components under Alternative Workload arrangements for a Probationary Member or a Member to whom Tenure is subsequently granted must continue to reflect active involvement in each of Teaching, Research and Service. This requirement will not apply to Members for whom partial or full elimination of the Teaching component is granted for a limited time pursuant to arrangements, approved by the Employer, to compensate the Department (or Faculty) for the Teaching component (or portion thereof) eliminated from the Member's Workload.
3. A Member seeking an Alternative Workload arrangement shall apply to the Dean (through the Chair, if applicable) for Alternative Workload.
 - 3.1 A Member shall apply in writing at least six months before the proposed Alternative Workload arrangement is to take effect. An application made less than six months before the proposed change will be considered only in cases of unforeseen circumstances.
 - 3.2 The Member's application shall state the reasons for the proposed Alternative Workload arrangements, the period for which they are to apply, the proposed duties of the Member during that period and the method of weighting the Annual Performance Evaluations of the Member's performance based on the alternative arrangements.
 - 3.3 The Dean's approval of such applications shall not be arbitrarily withheld.
4. A Member's Dean may propose (through the Chair, if applicable) an Alternative Workload arrangement for the Member. Such a proposal shall be in writing, shall invite the Member to discuss its provisions, shall state that the Member's participation in any Alternative Workload agreement is voluntary, and that the Member has the right to have a representative of the Association present at any discussion of the proposal.

- 4.1 The Dean shall make any such proposal at least six months before the proposed Alternative Workload arrangement is to take effect.
5. The period of Alternative Workload shall depend on the agreement entered into between the Employer and the Member.
 - 5.1 An initial period of Alternative Workload may run for part or all of an Academic Year, for consecutive Academic Years, until the end of the Member's contract, or, in the case of Tenured faculty members, for up to three consecutive years. The agreement shall state the period for which the Alternative Workload arrangements are to apply, the duties of the Member during that period, and the weighting of Annual Performance Evaluations of the Member's performance based on the Alternative Workload arrangements.
 - 5.2 An initial period of Alternative Workload may be followed by additional periods of Alternative Workload. Application for such additional period(s) of Alternative Workload must be made in writing at least six months before the beginning of any additional period. The Member's Dean shall not arbitrarily withhold approval of such applications(s). Any such subsequent period(s) may run for all or part of an Academic Year, or for a term of years, or until the end of the Member's contract, or until retirement.
6. If the Member and Dean (and Chair, if applicable) agree on the provisions of the proposed Alternative Workload arrangement, these provisions shall be confirmed in writing and signed by the Member and Dean (and Chair, if applicable). The provisions shall include the period of the Alternative Workload arrangement, duties during the period of Alternative Workload, and provisions for Annual Performance Evaluation during and after the period of Alternative Workload.
 - 6.1 The Dean shall forward the proposal to the Provost for final approval on behalf of the Employer. The Provost shall not arbitrarily withhold such approval. Any decision by the Provost not to approve the proposal shall be accompanied by written reasons. A copy of the approved proposal shall be sent to the Member involved.
7. Members on Alternative Workload shall be eligible for consideration for reappointment, Promotion, and Tenure.
8. Requests for amendments to the Alternative Workload arrangements shall follow the foregoing procedures.

ANNUAL PERFORMANCE EVALUATION

1. An Annual Performance Evaluation shall be conducted for all Members.
2. The purpose of this Annual Performance Evaluation is to:
 - a) provide an annual assessment of performance that allows recognition of a Member's achievements and identifies areas for development in the Member's Teaching, Research and/or Service activities, as appropriate to the Member's Academic Responsibilities and Workload;
 - b) provide a basis for salary increments linked to performance.
3. A Member's Annual Performance Evaluation shall be based on:
 - a) an Annual Report submitted by the Member;
 - b) any other documents in the Member's Official File that are relevant to an assessment of the Member's performance in the preceding three Academic Years.
4. By September 15 of each year, each Member shall provide his or her Dean or designate with an Annual Report.
 - 4.1 The Annual Report shall be submitted in a format and mode agreed on by the Association and the Employer, and as modified from time to time by agreement between the Association and the Employer.
 - 4.2 The Annual Report shall contain the following:
 - a) a statement of the areas (i.e., Teaching, Research and/or Service) in which a Member has Academic Responsibilities;
 - b) for Full-Time Members, a statement of the Member's Normal Workload, as defined in the Article *Workload*, and as ratified in the Member's Department or Faculty, and as modified by the Member's Letter of Appointment and by any arrangements arising from application of the provisions of this Collective Agreement, during the period of time covered by the Annual Report. These modifications may include, but are not limited to, arrangements resulting from application of the provisions of the Articles *Alternative Workload*, *Association Rights*, *Department Chairs and Directors of Schools*, *Reduced Responsibility*, or Articles addressing any form of Leave.
 - c) as applicable, a record of the Member's performance in the area of Teaching during the preceding three Academic Years. This record may include some or all of the following, with relevant details:

- (i) a list of the graduate and undergraduate courses taught, including enrolment in the Member's section;
 - (ii) the results of student evaluations of the course and instructor for the courses taught by the Member, where available;
 - (iii) peer evaluations of the Member's Teaching;
 - (iv) curriculum development or course design undertaken by the Member;
 - (v) supervision by the Member of undergraduate thesis or project research, clinical work, practicum or internship training;
 - (vi) participation by the Member in the advising, examination and supervision of the thesis work of graduate students, with masters and doctoral students listed separately. These details should include the number of students for whom the Member has been chief advisor or supervisor, the number of students for whom the Member has been a thesis examiner, and the number of students for whom the Member has served in any other capacity requiring significant commitment of time. Where applicable, details of supervision by the Member of graduate project research, clinical work, practicum or internship training should also be provided;
 - (vii) teaching awards received by the Member;
 - (viii) other significant activities relevant to the Member's Academic Responsibilities in the area of Teaching; and
 - (ix) other documents that allow for, or provide, an assessment of the Member's performance in Teaching.
- d) as applicable, a record of the Member's performance in the area of Research during the preceding three Academic Years. This record may include some or all of the following:
- (i) a list of the Member's refereed journal publications. The list should indicate which are submitted, accepted for publication, in press, or published. Where a publication is multi-authored, the Member's contribution to the work should be described;
 - (ii) a list of the Member's publications appearing as books, monographs or chapters in monographs. The list should indicate which are submitted, accepted for publication, in press, or published. Where a publication is multi-authored, the Member's contribution to the work should be described;

- (iii) a list of the Member's publications appearing as refereed conference proceedings. The list should indicate which are submitted, accepted for publication, in press, or published. Where a publication is multi-authored, the Member's contribution to the work should be described;
 - (iv) a list of any other publications (e.g., patents, technical reports, case studies) reporting the Member's Research;
 - (v) a list of the Member's presentations at conferences, colloquia, and professional meetings, indicating which are invited, refereed or contributed. Where a presentation is multi-authored, the Member's contribution to the work should be described;
 - (vi) where appropriate to the Member's discipline, a list of performances or exhibitions indicating which are invited or reviewed, or which are part of a schedule of performances or exhibitions in the University or in other public venues;
 - (vii) a list of any honours and awards received by the Member, and any other evidence of external recognition of the Member's impact in the area of Research;
 - (viii) a list of grants, contracts and other sources of funds for the support of the Member's Research, indicating which have been received and which are applied for, and, where applicable, whether the Member is the principal investigator, a co-investigator, or a co-principal investigator;
 - (ix) details of any other significant activities relevant to the Member's Academic Responsibilities in the area of Research;
 - (x) any other documents that allow for, or provide, an assessment of the Member's performance in Research.
- e) as applicable, a record of the Member's performance in the area of Service during the preceding three Academic Years. This record may include some or all of the following, with relevant details:
- (i) the Member's participation in the work of the University through membership on Departmental, Faculty, Senate, University or Association committees;
 - (ii) activities in any administrative appointments held within the University by the Member;
 - (iii) activities external to the University relevant to the Member's Academic Responsibilities in the area of Service;

- (iv) other significant activities relevant to the Member's Academic Responsibilities in the area of Service;
- (v) other documents that allow for or provide an assessment of the Member's performance in Service.

4.3 It is the Member's responsibility to provide in the Annual Report sufficient detail of activities and their outcomes to enable the Annual Performance Evaluation Committee (see Clause 5 of this Article) to assess the Member's performance. In the absence of an Annual Report, or of sufficient detail within it, the Annual Performance Evaluation Committee shall base its assessment of the Member's performance in the preceding three Academic Years on the relevant documents in the Member's Official File.

4.4 The Dean or designate shall place the Annual Report in the Member's Official File.

5. Following ratification of this Collective Agreement, and following each anniversary of this ratification, each Department, or Faculty in the case of a Faculty without Departments, shall determine by a majority ballot of the Members in the Department or Faculty whether the work of the Annual Performance Evaluation Committee described in this Clause and in Clause 6 of this Article shall be performed by an Annual Performance Evaluation Committee or whether it shall be delegated to the Chair or Dean of the Department or Faculty.

5.1 Where the Department or Faculty elects to have an Annual Performance Evaluation Committee such a Committee shall be established. Subject to the provisions of Clauses 6.1 and 6.2 of this Article, this Committee shall be chaired and convened by the Chair of the Department, or by the Dean or designate in the case of a Faculty without Departments. In addition to the Committee chair, the Committee shall consist of a minimum of three Members, of whom no more than one shall be a Part-Time Member, elected from and by the Members of the Department or Faculty.

5.2 Within three months of the ratification of this Collective Agreement, and subsequently within one month of each anniversary of this ratification, the Committee shall identify in writing procedures and criteria for the assessment of the performance of Members in the Department or Faculty in each of Teaching, Research and/or Service. These procedures and criteria shall be consistent with the procedures specified in the Article *Compensation and Benefits*. The procedures and criteria shall be explicitly described for:

- a) Members in Limited-Duties Appointments;
- b) Full-Time Members who have Academic Responsibilities in all of Teaching, Research and Service, as defined in the Article *Academic Responsibilities of Members* and who have a Normal Workload, as defined in the Article *Workload*; and

- c) Full-Time Members whose workload deviates from the Normal Workload because of arrangements made in accordance with the provisions of this Collective Agreement and documented in their Official File.
- 5.3 The procedures and criteria proposed by the Annual Performance Evaluation Committee shall be ratified by a majority ballot of all Members of the Department or Faculty, as applicable, and, where applicable, forwarded to the Dean or designate within four months of the ratification of the Collective Agreement, and subsequently within two months of the anniversary of this ratification. If the proposed procedures and criteria are not ratified by a majority ballot, the provisions of Clause 5.4.3 of this Article shall apply.
- 5.4 The Employer shall approve or not approve the proposed procedures and criteria.
 - 5.4.1 If the Employer does not approve the proposed procedures and criteria, the proposal shall be returned to the Annual Performance Evaluation Committee along with written reasons for the Employer's non-approval. The Committee shall review the proposed procedures and criteria and submit a revised version to the Members of the Department or Faculty for ratification by a majority ballot. Where applicable, these revised procedures and criteria shall be submitted to the Dean or designate. Resubmission to the Dean or designate shall occur within one month of the return of the proposal to the Annual Performance Evaluation Committee. If this does not occur, the provisions of Clause 5.4.3 of this Article shall apply.
 - 5.4.2 The Employer shall approve or not approve the resubmitted proposed procedures and criteria. If the Employer does not approve the resubmitted proposed procedures and criteria, the provisions of Clause 5.4.3 of this Article shall apply.
 - 5.4.3 In the absence of ratified proposed procedures and criteria that have been approved by the Employer, the Employer shall identify the procedures and criteria to be used by the Annual Performance Evaluation Committee. The Employer shall inform the Committee in writing of the reasons for not approving the proposed procedures and criteria. In determining the procedures and criteria, the Employer shall take into consideration past practice in the Department (or Faculty, in a Faculty without Departments), and past practice in the discipline; these procedures and criteria shall be consistent with the procedures and criteria in the Article *Compensation and Benefits*.
- 5.5 A copy of the procedures and criteria shall be made available to Members in the Faculty or Departmental office, as applicable, and a copy shall be sent to the Association.
- 6. Using the procedures and criteria described in Clause 5 of this Article, the Annual Performance Evaluation Committee shall, by November 15 of each year, assess for each Member of the Department or Faculty the Member's performance in fulfilment of his or

her responsibilities and duties in each of Teaching, Research and/or Service, as appropriate to the Member's Academic Responsibilities and Workload. This assessment shall be for the preceding three Academic Years and shall be based on the Member's Annual Report and any other relevant documentation in the Member's Official File.

- 6.1 In consideration of any Member's performance, should a member of the Annual Performance Evaluation Committee have a conflict of interest as described in the Article *Conflict of Interest and Conflict of Commitment*, that person shall withdraw from consideration of that Member's performance. Should a Dean or designate who is chairing the Committee have a conflict of interest, the Provost shall appoint a substitute.
- 6.2 In Faculties with Departments, the Dean or designate shall chair the Annual Performance Evaluation Committee for the purpose of assessing the Department Chair's performance.
- 6.3 As applicable to each Member's Academic Responsibilities, the Committee shall categorize the Member's performance for each of Teaching, Research and/or Service, as being one of:
 - a) outstanding;
 - b) very good;
 - c) good;
 - d) at or above the minimum acceptable level; or
 - e) below the minimum acceptable level.
- 6.4 For Members with Joint Appointments, the assessment shall be done by a joint Committee composed of at least two Members from each of the Annual Performance Evaluation Committees in each Unit involved, unless the work of either or both of these Committees has been delegated to the Chair or Dean, in which case the Chair(s) or Dean(s) shall comprise the representative(s) on the joint Committee. The Chair or Dean of the Member's Home Unit shall chair the joint Committee.
 - 6.4.1 The assessment of performance of a Member with a Joint Appointment shall be done using procedures and criteria developed by the joint Committee that are an amalgam of those of the two Units involved, and that are acceptable to the Member and approved by the Employer.
 - 6.4.2 In the absence of procedures and criteria that have been developed by the joint Committee and accepted by the Member and approved by the Employer, the Employer shall determine the procedures and criteria to be used by the joint Committee. The Employer shall inform the joint Committee in writing of the reasons for not approving the proposed procedures and criteria. In determining the procedures and criteria, the

Employer shall take into consideration past practices in the Department(s) (or Faculty(ies), in Faculty(ies) without Departments) and past practice in the disciplines; these procedures and criteria shall be consistent with the procedures and criteria in the Article *Compensation and Benefits*.

- 6.4.3 For a Member with a Joint Appointment, unless stated otherwise, throughout this Article references to the Chair or Dean shall mean the Chair or Dean of the Member's Home Unit.
7. Before December 1 of each year, a copy of the Annual Performance Evaluation Committee's assessment of each Member's performance shall be sent to the Member's Dean, or designate, and to the Member.
 - 7.1 If the Dean or designate accepts the assessment, it shall be placed in the Member's Official File.
 - 7.2 If the Dean or designate does not accept the assessment, the Dean or designate shall so inform the Member and the Annual Performance Evaluation Committee, and shall provide reasons for non-acceptance of the assessment. The Annual Performance Evaluation Committee shall reassess the Member's performance in accord with Clause 6 of this Article, but also taking into account the Dean or designate's reasons for not accepting the original assessment.
 - 7.2.1 If the Dean or designate accepts the reassessment, it shall be placed in the Member's Official File and a copy supplied to the Member.
 - 7.2.2 If the Dean does not accept the reassessment, the Dean shall assess the Member's performance. This assessment shall be placed in the Member's Official File and a copy supplied to the Member.
 - 7.3 Once the Dean or designate has placed an annual assessment in the Member's Official File, either the Dean or designate, or the Member may request a meeting. This meeting shall occur in the month of January; those present shall be the Dean or designate, the Member, the Member's Chair (if applicable), and, if the Member wishes, a representative of the Association. In the case of a Member with a Joint Appointment, those present shall, as applicable, be the Chair(s) and Dean(s) of both Units where the appointment is held. The purpose of this meeting is:
 - a) to discuss the Member's achievements and performance of his or her Academic Responsibilities;
 - b) to discuss the development of the Member's Teaching, Research and/or Service, as appropriate to the Member's Academic Responsibilities and Workload.

- 7.3.1 Within two weeks of this meeting, the Dean or designate shall provide a written report of the meeting to the Member. This report shall also be placed in the Member's Official File.
- 7.3.2 A Member has the right to respond to the report and this response, which shall be in writing and supplied to the Dean or designate within two weeks of the Dean or designate's report, shall be kept in the Member's Official File alongside the original report.
8. Any Grievance of the provisions of this Article shall commence at Step 1 of the Formal Grievance Process described in the Article *Grievance and Arbitration*.
9. The Annual Performance Evaluation process described in this Article shall be distinct from disciplinary processes described in the Article *Discipline*.
- 9.1 The Association and the Employer agree that a categorization by the Annual Performance Evaluation Committee of a Member's performance as being "below the minimum acceptable level" in any or all of Teaching, Research and Service does not of itself constitute proof of a Member's failure to discharge his or her Academic Responsibilities through incompetence or neglect of duties in any or all of these areas of activity. The Association and the Employer further agree that such a categorization may only constitute background information in an allegation by the Employer that a Member has failed to discharge his or her Academic Responsibilities through incompetence or neglect of duties. The facts leading to, and following from, such a categorization, but not the categorization itself, may be considered as evidence of such failure in the event of an arbitration hearing.

APPOINTMENTS

Definitions

1. An Open Appointment is a Tenured or Probationary Appointment to the academic staff of the University that has been approved by the Employer to be filled through competition
 - a) at the rank of Assistant Professor; b) at the rank of Associate Professor; or c) at the rank of Professor with Tenure. Open Appointments at the rank of Assistant Professor are Probationary Appointments. Open Appointments at the rank of Associate Professor may be either Probationary or Tenured. Appointments to the academic staff of Department Chairs, Associate Deans, Deans, Assistant Vice-Provost, Vice-Provost, Vice-Presidents or a President are not Open Appointments.
- 1.1 Tenure is the right of a Member who has successfully completed a Probationary period or who has been appointed at a Tenured rank not to be dismissed except and only in accord with the provisions of the Article *Discipline*.
- 1.2 A Probationary Appointment is an Appointment at the rank of Assistant Professor leading to consideration for the simultaneous granting of Tenure and Promotion to the rank of Associate Professor, or an Appointment at the rank of Associate Professor leading to consideration for the granting of Tenure.
 - 1.2.1 Such an Appointment is open to applicants inside and outside the University and must be advertised according to Senate rules, in accord with the Article *Employment Equity*. A Probationary Appointment is for a specified period to permit mutual appraisal for both the Member and the University; it implies that the University will give serious consideration to the granting of Tenure in accord with the provisions of the Article *Promotion and Tenure*. It does not imply that the granting of Tenure is inevitable.
- 1.3 A Limited-Term Appointment is a Full-Time Appointment for a specified period. Limited-Term Appointments can be made at the ranks of Lecturer or Assistant Professor. An appointee in such a position is not on Probation for a Tenured Appointment. There is no guarantee that such an Appointment will be renewed at the end of the specified period. Mere non-renewal of a Limited-Term Appointment does not constitute dismissal as defined in the Article *Discipline*.
- 1.4 A Limited-Duties Appointment is a fixed-term non-probationary Appointment to the academic staff of the University which involves assigned duties equivalent to those associated with primary responsibility for teaching a university degree credit course.

- 1.4.1 A Part-Time Member is one whose Limited-Duties Appointment(s) involve(s) full responsibility at least equivalent to that associated with teaching a full university degree credit course in any Fiscal Year. A Full-Time Member cannot be a Part-Time Member, even when also holding a Limited-Duties Appointment.
- 1.5 An Externally-Funded Appointment is one where more than 40% of the salary of the appointee is paid from a funding source external to the University, and not from the University's operating budget. Such Appointments are funded by outside agencies to support the Research rather than Teaching activities of a Member. Should the funding for such an Appointment cease, the Appointment shall terminate at the end of the current term of the Appointment. Such termination shall not constitute dismissal as defined in the Article *Discipline*.
- 1.6 A Visiting Appointment is a Full-Time Appointment for a specified period. There is no guarantee that such an Appointment will be renewed at the end of the specified period. Mere non-renewal of a Visiting Appointment does not constitute dismissal as defined in the Article *Discipline*.
- 1.7 A Rolling Two-Year Limited-Term Appointment, as provided for in Clause 8 of this Article, renews automatically each year unless the Chair (Dean) and the Appointments Committee determine that the Department (Faculty) no longer requires the services of the appointee. If such a decision not to renew is made, the Dean shall notify the Member in writing that the Appointment will end at the conclusion of the two-year period which begins on July 1 following such notification.
- 1.8 A Rolling Two-Year Limited-Duties Appointment, as provided for in Clauses 12, 13 and 14 of this Article, renews automatically each year unless the Chair (Dean) and the Appointments Committee determine that the Department (Faculty) no longer requires the services of the appointee. If such a decision not to renew is made, the Dean shall notify the Member in writing that the Appointment will end at the conclusion of the two-year period which begins on January 1 or July 1 following such notification.

Board Power of Appointment

2. The University of Western Ontario Act, 1982 empowers the Board of Governors to make Appointments to the academic staff on the recommendation of the President. The Employer shall make all Appointments to all open, Full-Time Probationary or Tenured positions, and to all Limited-Term, Externally-Funded and Visiting positions on the academic staff in accord with the provisions of this Article. The Employer shall make all Limited-Duties Appointments in accord with the provisions of this Article.

Teaching by Non-Members

3. The teaching of University courses shall be carried out primarily by Members of the Bargaining Unit, with the following exceptions:

- a) Teaching by non-Members carried out by academic administrators, teaching assistants, medical clinical faculty, basic scientists who are not Members, guest speakers, or those visiting professors not included in the Bargaining Unit. Such teaching is not regulated by this Article.
- b) Teaching by non-Members carried out by persons with Limited-Duties Appointment(s) involving less than one full course or equivalent between May 1 and April 30 of any year, in one or more of the following circumstances:
 - (i) to enable a course to be offered which would otherwise not be available, for example, because the expertise required is not present or readily available within the Bargaining Unit;
 - (ii) to enable the teaching of courses which are not staffed because of urgent or unforeseen circumstances;
 - (iii) to build cooperation with other organizations and institutions; or
 - (iv) where no qualified Member has applied for a Limited-Duties Appointment.

Academic Ranks

- 4. Appointments to the academic staff shall be made at the academic ranks of Lecturer, Adjunct Professor, Assistant Professor, Associate Professor or Professor.
- 4.1 With the exception of Externally-Funded or Visiting Appointments, an Appointment at the rank of Associate Professor shall be Probationary or with Tenure. A Probationary Appointment at the rank of Associate Professor shall be for a period of three years and is subject to the relevant provisions of the Article *Promotion and Tenure*. Such a Probationary Appointment is made with the Member's understanding that consideration for Tenure shall occur within the term of the Member's Probationary Appointment at the rank of Associate Professor.
- 4.2 With the exception of Externally-Funded or Visiting Appointments, an Appointment at the rank of Professor shall be with Tenure.
- 4.3 A Probationary Appointment at the rank of Assistant Professor shall be for a period of six years and is subject to the relevant provisions of the Article *Promotion and Tenure*. A Probationary Appointment is made with the Member's understanding that: (1) consideration for promotion to the rank of Associate Professor shall occur within six years after the Member's initial Appointment at the rank of Assistant Professor and, in any case, shall always occur at the same time as the consideration for the granting of Tenure; and (2) where Tenure is granted, promotion to the rank of Associate Professor shall be simultaneous, in accord with the provisions of the Article *Promotion and Tenure*.

- 4.4 A Limited-Duties Appointment shall be at the rank of Adjunct Professor where the appointee holds an earned doctoral degree or equivalent. All other Limited-Duties Appointments shall be at the rank of Lecturer.
- 4.5 A Limited-Term Appointment shall be at the rank of Assistant Professor where the appointee holds an earned doctoral degree or equivalent. All other Limited-Term Appointments shall be at the rank of Lecturer.
- 4.6 An Externally-Funded Appointment may be at any rank. Appointees may be considered for promotion using the processes provided for in the Article *Promotion and Tenure* but the provisions for granting of Tenure in that Article shall not apply.
- 4.7 A Visiting Appointment may be made at the rank of Associate Professor or Professor. Appointees will continue to hold the rank at which they were appointed for the duration of their Appointment.

Appointments Committee

- 5. Each Department and each Faculty without Departments shall have an Appointments Committee. References in this Article to a Department and to a Faculty without Departments are given as Department (Faculty), and references to the heads of such Units are given as Chair (Dean).
- 5.1 The Appointments Committee shall consider all Open Appointments (as defined in Clause 1 of this Article) and all Limited-Term, Externally-Funded and Visiting Appointments that have been approved by the Employer. This consideration shall include the content of the advertisement for the position.
 - 5.1.1 Unless the Members of a Department (Faculty) have voted in the past year to delegate the task to the Chair (Dean), the Appointments Committee shall consider the need for, and nature of, any Limited-Duties Appointments to be made in the Department (Faculty).
- 5.2 The Appointments Committee shall consider all applicants for Open Appointments.
- 5.3 The Appointments Committee shall consider all applicants for Limited-Term, Externally-Funded and Visiting Appointments that have been approved by the Employer.
 - 5.3.1 The Appointments Committee shall consider all renewals of Members in Externally-Funded and Visiting Appointments that have been approved by the Employer.
 - 5.3.2 Renewals of Limited-Term Appointments (see Clause 8) may be reviewed by the Appointments Committee.

- 5.3.2.1 Any non-renewal of a Limited-Term Appointment after five years of Limited-Term service shall be reviewed by the Appointments Committee. Any non-renewal of a Limited-Term Appointment after seven years of service shall be reviewed by the Appointments Committee according to the provisions of Clauses 8.2 and 8.3.
- 5.4 The Appointments Committee shall consider all applicants for Limited-Duties Appointments approved by the Employer, unless the Members in the Department (Faculty) have voted in the past year to delegate this task to the Chair (Dean).
- 5.5 The Department (Faculty) Appointments Committee shall consider, upon application, all Members on Limited-Term Appointments and Part-Time Members, together with all other applicants, for an Open Full-Time Probationary position.
- 5.6 Composition of the Appointments Committee
- a) the Chair of the Department (Dean of the Faculty), who shall chair the Committee;
 - b) two Full-Time Tenured Members from the Department (Faculty) elected by the Full-Time Members from the Department (Faculty);
 - c) other Members of the Bargaining Unit in the Department (Faculty), elected by the Full-Time Members from the Department (Faculty);
 - d) where the Full-Time Members from the Department (Faculty) so choose, students, who shall be elected by the Full-Time Members from the Department (Faculty); and
 - e) where a Department has fewer than two Tenured Full-Time Members (excluding the Chair), the Faculty Council shall elect the faculty members on the Appointments Committee. In such a case, at least one-half of the members of the Appointments Committee shall be elected from among the Full-Time Tenured or Probationary Members from the Department.
- 5.7 All members of any Appointments Committee mandated under this Article shall respect the confidentiality of the Committee's deliberations, documents, consultations and proceedings. This constraint shall also apply to all other persons who may from time to time be required to appear before, or otherwise be involved in, proceedings *in camera* of any such Committee.
- 5.8 All Members serving on an Appointments Committee shall be supplied with written information about the content and application of relevant Federal and Provincial legislation, and about University policies relating to employment equity and Federal immigration requirements. This information may be supplemented by voluntary attendance at information sessions (see the Article *Employment Equity*).

- 5.8.1 Any recommendation of an offer of Appointment made by an Appointments Committee (or by a Chair (Dean) with delegated responsibility for making Limited-Duties Appointments) shall be in accord with the reporting provisions of Clause 6 of the Article *Employment Equity*.
- 5.9 The membership of the Appointments Committee shall be reported annually to the University Secretariat and then made available on request to the Senate, the Board of Governors and the Association.
- 5.10 The Committee shall be convened by the Chair of the Department (Dean of the Faculty).
- 5.11 Pursuant to the Article *Conflict of Interest and Conflict of Commitment*, should any member of the Committee, including the Committee's chair, have a conflict of interest, he or she shall declare it and withdraw from consideration of, and voting on, all relevant cases.
- 5.12 Having considered all applicants for a Probationary, Tenured, Limited-Term, Externally-Funded or Visiting position, the Appointments Committee shall recommend the academic rank and, where applicable, the term of Appointment for the successful applicant. The period for a Probationary Appointment at the rank of Assistant Professor shall be six years. The period for a Probationary Appointment at the rank of Associate Professor shall be three years.
 - 5.12.1 The chair of the Committee shall forward the recommendation of the Appointments Committee to the Employer within five days of its decision to make the recommendation.
 - 5.12.2 Where the recommendation of the Appointments Committee is that an Appointment be made with Tenure, the Employer shall place the *curriculum vitae* of the recommended candidate, and any letters of reference for the recommended candidate used by the Appointments Committee, before the appropriate Committee on Promotion and Tenure.
 - 5.12.2.1 The Committee on Promotion and Tenure shall recommend to the Employer whether or not Tenure should be granted. In cases where this Committee recommends the granting of Tenure, it shall also recommend the rank at which the Appointment is made.
 - 5.12.3 The Employer shall approve or deny the recommendation of the Appointments Committee and, where applicable, the recommendation of the Committee on Promotion and Tenure. If the Employer denies the recommendation of either Committee, the Employer shall provide a written explanation for the denial to the Committee.

Letter of Appointment, Probationary and Other Full-Time Appointments

- 6. The Dean of the Faculty in which a Probationary or Tenured Appointment is being made shall provide the successful candidate with a Letter of Appointment, co-signed by the Provost or designate stating the terms and conditions of the Appointment and, if relevant,

the expectations for meeting the criteria for Tenure and/or Promotion. In Faculties with Departments, the Dean shall consult the Chair of the Department and the relevant Appointments Committee regarding this Letter; in Faculties without Departments, the Dean shall consult with the Appointments Committee regarding the Letter of Appointment. The terms and conditions described in the Letter shall not conflict with the provisions of this Collective Agreement. The Dean shall also inform the successful candidate that he or she will be a Member of the Bargaining Unit and shall give him or her a copy of the Collective Agreement.

- 6.1 The Dean of the Faculty in which an Externally-Funded, Visiting or Limited-Term Appointment is being made shall provide the successful candidate with a Letter of Appointment, co-signed by the Provost or designate, stating the terms and conditions of the Appointment. In Faculties with Departments, the Dean shall consult the Chair of the Department and the relevant Appointments Committee regarding this Letter; in Faculties without Departments, the Dean shall consult with the Appointments Committee regarding the Letter of Appointment. The terms and conditions described in the Letter shall not conflict with the provisions of this Collective Agreement. The Dean shall also inform the successful candidate that he or she will be a Member of the Bargaining Unit and shall give him or her a copy of the Collective Agreement.

Joint Full-Time Appointments

7. A *Joint Appointment* is an academic Appointment in two or more academic Units, one of which shall be designated as the Home Unit for the Appointment. Such an Appointment shall be considered by a Joint Appointments Committee.
- 7.1 The Joint Appointments Committee shall be composed of members of the relevant Department (Faculty) Appointments Committees, as follows:
- a) the Chair(s) (Dean(s)) of each Department (Faculty) in which the Appointment will be held, who will co-chair the Committee;
 - b) at least one Full-Time Tenured member from the Appointments Committee of each Department (Faculty), elected to the Joint Appointments Committee by the members of the Appointments Committee in each case;
 - c) a student member or members of the Department (Faculty) Appointments Committee may be elected to the Joint Appointments Committee by the members of the Appointments Committee in each case; and
 - d) another member or members of each Department (Faculty) Appointments Committee may be elected to the Joint Appointments Committee by members of the Appointments Committee in each case.

- 7.1.2 A quorum shall consist of two-thirds of the members. It must include the co-chairs, plus one other faculty member from each Unit.
- 7.1.3 The decisions of the Joint Appointments Committee shall be made by a vote of the majority of the members present.
- 7.2 The provisions of this Article relating to an Appointments Committee and Department Chair shall apply *mutatis mutandis* to a Joint Appointments Committee and to the co-chairs of the Joint Appointments Committee. (See, for example, Clauses 5.7 through 5.12.2.1.)
- 7.3 The co-chair from the Home Unit shall forward a recommendation to the Employer on behalf of the Committee.
- 7.4 The Employer shall approve or deny the recommendation. If the Employer denies the recommendation, the Employer shall provide a written explanation to the Committee.

Letter of Appointment for a Member on a Joint Appointment

- 7.5 If the Appointment is in one Faculty, the Dean shall provide the successful candidate with a Letter of Appointment, co-signed by the Provost or designate, stating the terms and conditions of the Appointment. The Letter of Appointment shall indicate clearly the balance of duties in Teaching, Research and Service between the two Units. If the Appointment involves two or more Faculties, the Letter of Appointment shall be signed by each Dean and the Provost or designate. The Letter of Appointment shall also comply with the provisions of Clause 6 or 6.1 of this Article.

Home Unit

- 7.6 The determination of the Home Unit shall be discussed with the successful candidate prior to the issuing of the Letter of Appointment. The Home Unit will be responsible for undertaking a joint Performance Evaluation when it is required, and for processing Leave applications, and for any other administrative necessities which may arise.
- 7.7 If the Home Unit is a Department, the Department's Faculty shall be the Home Faculty and shall be so designated at the time of Appointment. The Faculty shall be responsible for administering, at the Faculty level, matters pertaining to this Collective Agreement, such as contacting external referees as required, ensuring that a Joint Committee on Promotion and Tenure is established where required, and any other administrative necessities which may arise.

Limited-Term Appointments

- 8. An initial Limited-Term Appointment shall be for a fixed term to a maximum of five years in a given Department (Faculty). Any renewal of a Limited-Term Appointment

beyond five years' Limited-Term service in a given Department (Faculty) shall be on a rolling two-year basis.

- 8.1 Mere non-renewal of such an Appointment within seven years of the initial Appointment does not constitute dismissal as defined in the Article *Discipline*.
- 8.2 Notification of non-renewal beyond the seventh year of service shall be accompanied by a statement of the grounds upon which the decision not to renew the Appointment is based.
- 8.3 These grounds shall be:
 - a) that the position will cease to exist for operational reasons;
 - b) that the position will be replaced by a Probationary or Tenured position;
 - c) that the work of the position will be included in the Normal Workload of existing or new regular Full-Time positions and/or Limited-Duties positions;
 - d) that the Member has failed to meet the Academic Responsibilities associated with the position; or
 - e) any ground for dismissal as defined in the Article *Discipline*.

Visiting Appointments

9. An initial Visiting Appointment shall be for a fixed term to a maximum of five years in a given Department (Faculty). The Appointment may be renewed for a further fixed term or terms. The total length of a Visiting Appointment, including renewals, shall not exceed eight years. Non-renewal of a Visiting Appointment does not constitute dismissal as defined in the Article *Discipline*.

Externally-Funded Appointments

10. An Externally-Funded Appointment shall be for a fixed term to a maximum of five years, renewable for terms of up to five years. Non-renewal of an Externally-Funded Appointment does not constitute dismissal as defined in the Article *Discipline*.

Limited-Duties Appointments

11. A Part-Time Member may hold Limited-Duties Appointments to a maximum of three full-course equivalents across the University in any twelve-month Fiscal Year.

Appointment of a Part-Time Member on a Rolling Two-Year Basis

12. After an initial Appointment, if a further Appointment of the same individual is to be made, a person who is, or has been, a Part-Time Member in the current Fiscal Year, and who has taught the equivalent of a full university degree credit course in the same Department (Faculty) in any two of the previous three years, shall be entitled, upon application, to an Appointment on a two-year rolling basis.
- 12.1 Such a rolling two-year Appointment is a Tier 2 Appointment for the purposes of Clause 19 (Appointments procedures) of this Article.

Appointment of a Former Part-Time Member on a Rolling Two-Year basis

13. After an initial Appointment, if a further Appointment of the same individual is to be made, a person who has not been a Part-Time Member in the current Fiscal Year, and who has taught the equivalent of a full university degree credit course in the same Department (Faculty) in any three of the previous four years shall be entitled, upon application, to an Appointment on a rolling two-year basis.
- 13.1 Such a rolling two-year Appointment is a Tier 2 Appointment for the purposes of Clause 19 (Appointments procedures) of this Article.
14. A Part-Time Member who has held Limited-Duties Appointments in the same Department (Faculty) for six of the previous eight years shall be entitled, upon application, to Appointments on a rolling two-year basis.
- 14.1 Such a Member shall also be entitled to teach, in each year of each subsequent Appointment, the average number of courses taught per year over the most recent five years in which the Member has held Limited-Duties Appointments. For the purpose of calculation of the entitlement, the average number of courses taught per year over the most recent five years shall be rounded up or down to the nearest half-course.
- 14.2 Such a rolling two-year Appointment is a Tier 1 Appointment for the purposes of Clause 19 (Appointments procedure) of this Article.
15. Mere non-renewal of an Appointment under the provisions of Clauses 12 or 13 of this Article (a Tier 2 Appointment) does not constitute dismissal as defined in the Article *Discipline*.
- 15.1 Notice of non-renewal for a Member appointed under the provisions of Clause 14 of this Article (a Tier 1 Appointment) shall be accompanied by a statement of the grounds upon which the decision not to renew the Appointment is based.

15.2 These grounds shall be:

- a) that the need for the Appointment(s) will cease to exist for operational reasons;
- b) that the work of the Appointment is to be included in the Normal Workload of existing or new regular Full-Time positions and/or Limited-Term positions;
- c) that the Member has failed to meet the Academic Responsibilities associated with the Appointment; or
- d) any ground for dismissal as defined in the Article *Discipline*.

16. A Part-Time Member who is a retired Full-Time Member shall not use any courses taught while a Full-Time Member in the calculation of the entitlements provided for in Clauses 12, 13 and 14 of this Article.

Limited-Duties Appointments of Full-Time Members

17. A Full-Time Member may hold (a) Limited-Duties Appointment(s) to a maximum of one full-course equivalent across the University in any twelve-month Fiscal Year, subject to the approval of the Member's Dean. Such approval shall be withheld if the Dean determines that (an) additional Limited-Duties Appointment(s) would interfere with the Member's ability to fulfil his or her Academic Responsibilities as a Full-Time Member.

Application Procedure

- 18. Subject to authorization by the Employer, the Chair (Dean) shall post notices of anticipated Limited-Duties Appointments at least one full term before the starting date of the Appointment(s).
- 18.1 For anticipated Fall/Winter Limited-Duties Appointments, notice shall be posted no later than April 30, with applications due thirty days after the date of posting.
- 18.2 For anticipated Intersession/Summer Limited-Duties Appointments, notice shall be posted no later than the last day of the fall term, with applications due thirty days after the date of posting.
- 18.3 Notices for anticipated Limited-Duties Appointments shall be posted in the Department (Faculty) in an appropriately central and visible location; they shall also be advertised in *Western News*, or its equivalent. A copy of the notice shall be sent to the Association at the same time.
- 18.4 Notices of anticipated Limited-Duties Appointments shall include a statement of the criteria to be used in selecting the successful applicant. The criteria shall be defined by the local academic Unit but shall include the following general areas:

- a) *performance*: where an applicant has had teaching experience, this is demonstrated by evaluations, which may include relevant student teaching evaluations and/or peer evaluations and/or teaching assistantship evaluations;
- b) *experience*: this is based on the total number of courses taught by the applicant, or in which the applicant played a significant role in instruction, which are relevant to the course posted; and
- c) *qualifications*: this includes qualifications beyond the basic qualifications required for the position.

18.5 All applicants shall be notified of the results by mail within four weeks after the application deadline.

Limited-Duties Appointments of Part-Time Members

- 19. Part-Time Members with rolling two-year Appointments who apply for a Limited-Duties Appointment shall be given preference, to the limit of their entitlement(s) under Clauses 12, 13 or 14.1, according to the following order of priority:
 - 1. The Tier 1 Member who best fulfils the criteria (as described in Clause 18.4) for a position;
 - 2. The Tier 2 Member who best fulfils the criteria (as described in Clause 18.4) for a position.
- 19.1 In the event that competing candidates within a given Tier are judged to be substantially equal with regard to the criteria described in Clause 18.4, the candidate who has held the most Limited-Duties Appointments (in terms of full courses, or their equivalent) in the Department (Faculty) shall be recommended for the Appointment.
- 19.2 Where candidates for Limited-Duties Appointments are substantially equal with regard to the criteria referred to in Clause 18.4, preference in hiring for Limited-Duties Appointments shall be given to qualified Part-Time Members.
- 19.3 The Chair (Dean) shall forward the names of recommended appointees to the Employer. The Employer shall approve or deny each recommendation.
- 19.4 Where the Department (Faculty) has delegated Limited-Duties Appointments to the Chair (Dean), the latter shall report to the Department (Faculty) Appointments Committee annually the names of all applicants for each Limited-Duties Appointment, along with the name of the appointee.

Letter of Appointment for a Member on a Limited-Duties Appointment

20. The Chair (Dean) shall provide the successful applicant for a Limited-Duties Appointment with a Letter of Appointment stating the terms, conditions and rank of the Appointment. These terms and conditions shall not conflict with the provisions of this Collective Agreement. When the appointee's Limited-Duties Appointment(s) is (are) at least equivalent to one full university degree credit course, the Dean shall inform the appointee that he or she is a Member of the Bargaining Unit. The Chair (Dean) shall give all successful applicants for Limited-Duties Appointments a copy of this Collective Agreement.
- 20.1 The Letter of Appointment offering a Limited-Duties Appointment shall contain a description of the duties and responsibilities attached to the position. No additional duties and responsibilities shall be required of the Member, unless the Member agrees, in writing, to accept these additional duties and responsibilities.
- 20.2 If, after Appointment, a Part-Time Member agrees to accept any duties or responsibilities not referred to in the Letter of Appointment, the Chair (Dean) shall specify in writing such extra duties and responsibilities, together with a schedule of supplemental remuneration. This shall be appended to the Letter of Appointment.
21. When a course taught through a Limited-Duties Appointment is cancelled, the Part-Time Member affected by the cancellation may be reassigned.
- 21.1 In all other instances, the Member shall receive timely written notice within one week after the Last Day to Register, together with a one-time cancellation stipend of \$200.00.
- 21.2 In instances where a course is cancelled within two weeks of the start of classes, the cancellation stipend shall be \$500.00.
- 21.3 Cancellation of a course removes the Employer's obligation for that part of any entitlement under Clauses 12, 13 or 14.1 to a Tier 1 or Tier 2 Member, for the Fiscal Year of the cancellation only. In the case of a Tier 2 Member, the rolling two-year Appointment shall be extended for one year. In the case of a Tier 1 Member, the rolling two-year Appointment shall be extended for one year, and the course entitlement shall remain equal to the average over the last five years before the cancellation.

ASSOCIATION DUES

Dues Deductions - Bargaining Unit Members

1. Beginning in November, 1998, and continuing during the life of this Agreement, the Employer shall deduct from the monthly salary of each Member of the Bargaining Unit such fees, monthly dues or assessments as may be authorized from time to time by the Association. The Association agrees to inform the Employer in writing of any proposed change in the level of these dues at least one full month in advance of the month in which the proposed change would be effective. No more than four such changes may be initiated in any Fiscal Year.
2. The Employer shall remit the amounts deducted pursuant to Clause 1 to the Association no later than the fifteenth day of the month after the deductions have been made, and shall inform the Association monthly of the names and ranks of employees from whose salaries deductions have been made and the amount so deducted from each employee's salary.
3. The Employer agrees to record the amount of the Association's deductions on each employee's T-4 slip in a manner consistent with Revenue Canada rules and regulations.

Dues Deduction - Voluntary Members of the Association

4. Beginning May 1, 1999 and during the life of this Agreement, the Employer shall deduct from the monthly salary of any faculty member who is a voluntary member of the Association but who is not a Member of the Bargaining Unit, such fees, monthly dues or assessments as may be authorized from time to time by the Association. The Association agrees to inform the Employer in writing of any proposed change in the level of these dues at least one full month in advance of the month in which the proposed change would be effective. No more than four such changes may be initiated in any Fiscal Year. The Association agrees to inform the Employer, in writing, of any faculty members who have applied to become, or to withdraw as, voluntary members of the Association, at least one full month in advance of the month in which the membership change would be effective.
5. The Employer shall remit the amounts deducted pursuant to Clauses 1 and 4 to the Association no later than the fifteenth day of the month after the deductions have been made, and shall inform the Association monthly of the names and ranks of employees from whose salaries deductions have been made and the amount so deducted from each employee's salary.
6. The Employer agrees to record the amount of the Association's deductions on each employee's T-4 slip in a manner consistent with Revenue Canada rules and regulations.

Dues Deductions - Indemnification

7. The Association agrees to indemnify and save the Employer harmless from any claims or any liability in any way related to the deduction of dues under this Article, except for any claim or liability arising out of an error committed by the Employer. This indemnification relates to claims or liability arising out of the deduction of dues prior to and following ratification of the first Collective Agreement between the Parties.

ASSOCIATION RIGHTS

Representation

1. Except as otherwise expressly provided in this Agreement, the Employer shall not bargain with or enter into any agreement representing terms and conditions of employment with a Member or group of Members other than those designated by the Association.

Release Time

2. The Employer shall provide a reduction in the teaching load of up to seven full-year courses or their equivalent for such officers and/or representatives of the Association, as are identified by the Association.
 - 2.1 Part of this teaching load relief shall be used to provide a period of six months Modified Alternative Workload for a Member who completes the full cycle of Vice-President, President and Past President of the Association. Such a period of Modified Alternative Workload shall be arranged using the provisions of the Article *Alternative Workload*, with the exception of the provisions of Clauses 2 and 2.1 of that Article, and shall be agreed to at the time of election to the position of Vice-President. This Clause is in effect for those Members who complete the full cycle after July 1, 1999.
 - 2.2 The Employer shall also provide a 50% reduction in the teaching load of the Association's Chief Negotiator, commencing from the date on which the Association gives the Employer official notice of intention to bargain and ending with the ratification of a subsequent Collective Agreement.
 - 2.3 In addition, the Association may purchase further teaching load reductions from the Employer for its officers and/or representatives calculated at the half-course rate, to a maximum of eight half courses.
 - 2.4 The Association shall normally indicate to the Employer by May 1 the names of the individuals designated to receive teaching load relief or total relief time for a given Academic Year.
 - 2.5 For purposes of evaluations, Members who have received teaching load reductions under the provisions of this Article shall be deemed to have an Alternative Workload in which the proportions of Teaching, Research and Service will be adjusted. This adjustment will reflect the replacement of the teaching load reductions with Service responsibilities. The weighting of Annual Performance Evaluations shall be based upon this adjusted Workload.

Space and Services

3. The Employer shall continue to provide the Association, at no charge, with accessible, appropriately furnished, serviced and maintained space equivalent to the space located at 1393 Western Road. University services as may be agreed upon from time to time by other parties shall be provided at the current rate for internal users.
- 3.1 The Association shall have use of the internal campus mail service and the Inter-University Transit System (IUTS) for Association business, without charge.
- 3.2 The Association shall have access to meeting rooms (including audio-visual equipment) on Campus for Association business, according to normal booking procedures.
- 3.3 Employees of the Association shall be paid at the Association's expense through the University payroll system, and shall have the right to participate in the range of benefits available to University staff, with the same costs and payment arrangements. Any Employer's contribution to such benefits plans shall be paid by the Association. Association employees shall not be eligible for membership in the Professional Managerial Association (PMA) or the University of Western Ontario Staff Association (UWOSA) or their successors.

Committees

4. The Association President shall be an official observer to the Senate and shall have voice but no vote in matters of Senate business.
- 4.1 The President of the Association shall receive notice of all meetings and documentation circulated to Senate and is entitled to attend and participate in all meetings without exclusion.

CLOSURE OR REORGANIZATION OF AN ACADEMIC UNIT

General

1. This Article concerns the proposed full, partial, or graduated closure of an academic Unit or program, including all reorganizations and/or mergers involving Faculties, Departments or Schools (hereafter collectively referred to as "Units"), where the proposal, if effected, would result in reassignment requiring significant retraining or severance of one or more Members.
- 1.1 With the exception of Clause 4.1, this Article applies to Probationary and Tenured Members only.

Initiating a Closure, Merger or Reorganization

2. Any proposal initiated by the Employer that one or more Units or programs be closed, reorganized or merged, and which would lead to the consequences described in Clause 1, shall be delivered simultaneously to the Senate Secretariat, the Association and to all Members of the affected Unit(s) or program(s).
- 2.1 Any New Institutional Performance Indicators referred to in the Employer's proposal shall be subject to the provisions of the Article *Institutional Performance Indicators*.
- 2.2 The Academic Review Committee
 - 2.2.1 An Academic Review Committee (ARC) shall be established within fifteen days of the Employer's proposal to Senate. The ARC shall consist of five members: two appointed by the Association; two appointed by the Employer and one external member chosen by the other four who will serve as Chair. No member of the Committee shall be a member of the Unit(s) or program(s) in question.
 - 2.2.2 The mandate of the ARC shall be to investigate and report to Senate on the Employer's proposal. The Employer shall make available the information in its possession requested by the ARC in furtherance of the ARC's investigation. The Senate may recommend specific questions and issues for the consideration of the ARC.
 - 2.2.3 Within sixty days of its establishment, the ARC shall receive submissions from the Association, the Employer, the Dean and Unit Head/Director of the Unit(s) named in the proposal, and from any person directly affected by the proposed closure or reorganization who requests to do so. The ARC may request submissions from any other individual or group.

- 2.2.3.1 Any Institutional Performance Indicators referred to in the Employer's submission to the ARC shall be subject to the provisions of the Article *Institutional Performance Indicators*.
- 2.2.4 The ARC shall submit its report to the Senate Secretariat within ninety days of its constitution under Clause 2.2.1.
- 2.2.5 The report shall be delivered to the Senate Secretariat, and copies shall be sent at the same time to the Unit(s) named in the original proposal, to the relevant Dean(s) and Unit Head(s)/Director(s), and to the Association.

Reassignment and Early Retirement

- 3. After recommendation by the Senate and approval by the Board to close, reorganize or merge a Unit(s) or program(s) where such action would result in reassignment requiring significant retraining or severance of one or more Members, the Employer shall offer reassignment to all Probationary and Tenured Members directly affected to an Appointment for which they are qualified, or for which they may reasonably be expected to become qualified.
- 3.1 The offer of reassignment shall include an offer of retraining, if retraining is necessary for the reassignment, for up to two years.
- 3.2 If, subsequent to undergoing retraining as provided for in Clause 3.1, a Member has not attained the qualifications necessary to fulfil the Academic Responsibilities of the reassigned Appointment, any notice and severance which would be payable to the Member under Clauses 4.3, 4.3.1 and 4.3.2 below shall be reduced by the amount paid to the Member during retraining.
- 3.3 The evaluation of a Probationary Member after reassignment and/or retraining shall be based on the Member's original Letter of Appointment as revised by the Member and the Dean for the new Appointment.
- 3.4 A reassigned Member's salary and benefit levels shall remain the same as before reassignment.
- 3.5 Any Member holding an Appointment with Tenure who is fifty-five years of age or older, and who is potentially affected by the Board decision in this matter in the manner described in Clause 1, shall be offered an early retirement package by the Employer as an alternative to reassignment or severance.

Notice and Severance Provisions

4. Only Probationary and Tenured Members who are subject to the decision of the Board described in Clause 3 may be offered notice and severance.
- 4.1 Members on Limited-Term or Limited-Duties Appointments shall not be offered notice and severance but shall be reassigned to an equivalent Appointment for which they are qualified in another Unit until the end of their current term or the end of their rolling two-year Appointment, as applicable.
- 4.2 Members with Tenured or Probationary Joint Appointments in more than one Unit shall not be offered notice and severance, but shall revert to full-time status in the Unit(s) which remain(s) operational (if any).
- 4.3 The Employer shall send by registered mail to each Member who is offered reassignment an offer of notice and severance, simultaneously with the offer of reassignment. The Member shall have four weeks to decide between the two offers.
- 4.3.1 The notice period shall be twelve months. The Employer may at its discretion offer to pay twelve months' salary in lieu of notice.
- 4.3.2 The severance pay shall be one month's salary for each year of service since the Member's Appointment to the academic staff of the University, with a minimum of six months' salary and a maximum of twenty-four months' salary. Periods of paid leave shall count as service.
- 4.3.3 For the purposes of this Clause, the monthly salary shall be based on the Member's regular annual salary immediately before the offer of notice and severance.

Correspondence

5. The Employer shall forward to the Association a copy of any correspondence related to notice and severance which is distributed to Members.

COMPENSATION AND BENEFITS

I. Salaries for Full-Time Members for the Academic Years 1998-99, 1999-2000, 2000-01, and 2001-02

Salaries for 1998-99 (Retroactive to July 1, 1998)

1. The 1998-99 salary increase shall be retroactive to July 1, 1998, and shall apply to all Full-Time Members at The University of Western Ontario as of June 30, 1998 who were also eligible Full-Time Members on July 1, 2000. Individual Base Salaries at June 30, 1999 shall be used as the starting point for the application of the components included below, except in the case where a Member's salary at The University of Western Ontario was higher at July 1, 1999 than it was at June 30, 1999, in which case the salary at July 1, 1999 shall be used as the starting point. The 1998-99 salary increase shall also apply to otherwise eligible Full-Time Members at The University of Western Ontario as of July 1, 1998 who retired within three months of their normal retirement date between July 1, 1998 and June 30, 2000, inclusive. The individual Base Salary at June 30, 1999, or at retirement if before June 30, 1999, shall be used as the starting point for application of the components included below.

Scale Increase

2. The Base Salaries of all Full-Time Members will be increased by 1.0%.

Differential Scale Increase

3. The Differential Scale Increase shall be based on the number of Academic Years ("Y") the Member was employed as a Full-Time faculty member at The University of Western Ontario during the period from July 1, 1993 through June 30, 1996.

The Differential Scale Increase shall be calculated as follows:

- a) for Probationary and Tenured Members whose Base Salaries were below \$75,000 at July 1, 2000:

$$\$1,300 + (\$1500 \times Y)$$

- b) for Probationary and Tenured Members whose Base Salaries were between \$75,000 and \$84,999 inclusive, at July 1, 2000:

$$\$1,300 + (\$500 \times Y) + \{[(\$84,999 - \text{Base Salary}) \times 0.1] \times Y\}$$

- (i) for Members whose Base Salaries on July 1, 2000 were between \$84,520 and \$85,000, the above formula shall be adjusted so that \$1,300 is replaced by:

$$\$820 + (85,000 - \text{Base Salary})$$

- c) for Probationary and Tenured Members whose Base Salaries were between \$85,000 and \$98,999 inclusive, at July 1, 2000:

$$\$820 + (\$500 \times Y)$$

- (i) for Members whose Base Salaries on July 1, 2000 were between \$98,880 and \$99,000, the above formula shall be adjusted so that \$820 is replaced by:

$$\$700 + (99,000 - \text{Base Salary})$$

- d) for Probationary and Tenured Members whose Base Salaries were \$99,000 or greater at July 1, 2000:

$$\$700 + (\$500 \times Y)$$

- e) for Members in Full-Time Limited-Term Appointments on July 1, 2000:

$$\$700 + (\$500 \times Y).$$

Floor Salaries and Associated Salary Adjustments

4. Floor Salaries for the professorial ranks will be increased as follows:

	<u>Previous Floor</u>	<u>New Floor</u>
Full Professor	\$65,000	\$67,500
Associate Professor	\$52,000	\$54,500
Assistant Professor	\$45,000	\$46,500
Lecturer/Instructor	\$33,000/\$29,000	\$34,500

After the scale adjustment and the Differential Scale Increase, salaries of those Members which are below the new Floor Salaries will be moved up to the new Floor Salaries.

Resulting Base Salaries

5. The adjustments outlined in Clauses 3 and 4 shall result in new Base Salaries for 1998-1999, to be used as the base for future salary adjustments.
6. Retroactive pay shall be distributed within ninety days of the ratification of this Collective Agreement.

Salaries for 1999-2000 (Retroactive to July 1, 1999)

7. The 1999-2000 salary increase shall be retroactive to July 1, 1999 and shall apply to all Full-Time Members at The University of Western Ontario who were eligible as of June 30, 1999 and who were also eligible Full-Time Members on July 1, 2000. Adjustments arising from the 1999-2000 salary increase shall be applied to individual Base Salaries resulting from the 1998-99 increase (see Clause 5). The 1999-2000 salary increase shall also apply to Full-Time Members at The University of Western Ontario as of July 1, who retired within three months of their normal retirement date between July 1, 1999 and June 30, 2000, inclusive. Adjustments arising from the 1999-2000 salary increase shall be applied to the Base Salary resulting from the 1998-99 increase.

Scale Increase

8. The salaries of all Full-Time Members will be increased by 1.0%.

Performance-Linked Career Progress Fund (PLCP)

9. A Performance-Linked Career Progress Fund shall be established and shall be distributed as specified in Clause 43.
- 9.1 The calculation of the PLCP fund and distribution mechanisms are described in Clauses 30 through 32.

Floor Salaries and Associated Salary Adjustments

10. Floor Salaries for the professorial ranks will be increased as follows:

	<u>Current Floor</u>	<u>New Floor</u>
Full Professor	\$67,500	\$68,500
Associate Professor	\$54,500	\$55,500
Assistant Professor	\$46,500	\$48,000
Lecturer	\$34,500	\$35,500

After the scale adjustment and the PLCP adjustment, salaries of those Members which are below the new Floor Salaries will be moved up to the new Floor Salaries.

Resulting Base Salaries

11. The adjustments outlined in Clauses 9 through 11 shall result in new Base Salaries for 1999-2000, to be used as the base for future salary adjustments.
12. Base Salary adjustments and retroactive salary payments specified in Clauses 9 through 11 shall be distributed within ninety days of the ratification of this Collective Agreement.

Salaries for 2000-01 (Effective to June 30, 2001)

13. The 2000-01 salary increase shall be effective July 1, 2000, and shall apply to all eligible Full-Time Members at The University of Western Ontario who are eligible as of June 30, 2000 and were continuing at The University of Western Ontario from July 1, 2000. The components noted below shall be applied to individual Base Salaries resulting from the 1999-2000 salary proposal (see Clause 11).

Scale Increase

14. The Base Salaries of all Full-Time Members will be increased by 1.0%.

Performance-Linked Career Progress Fund (PLCP)

15. A Performance-Linked Career Progress Fund shall be established and shall be distributed on the basis of Annual Performance Evaluations of each Member in accord with the Article *Annual Performance Evaluation*.
16. The calculation of the PLCP fund and distribution mechanisms are described in Clauses 30 through 32.
17. For the purposes of the PLCP adjustment for 2000-2001, an Annual Performance Evaluation shall be performed in the Winter Term of 2001.

Floor Salaries and Associated Salary Adjustments

18. Floor Salaries for the professorial ranks will be increased as follows:

	<u>Current Floor</u>	<u>New Floor</u>
Full Professor	\$68,500	\$70,000
Associate Professor	\$55,500	\$57,000
Assistant Professor	\$48,000	\$49,500
Lecturer	\$35,500	\$36,500

After the scale adjustment and the PLCP adjustment, salaries of those Members which are below the new Floor Salaries will be moved up to the new Floor Salaries.

Resulting Base Salaries

19. The adjustments outlined in Clauses 15 through 19 shall result in new Base Salaries for 2000-2001, to be used as the base for future salary adjustments.

20. Base Salary adjustments and retroactive salary payments specified in Clauses 15 and 19 shall be distributed within ninety days of the ratification of this Collective Agreement. Base Salary adjustments and retroactive payments arising from the application of the provisions of Clause 16 shall be distributed by June 30, 2001.

Salaries for 2001-02 (Effective to June 30, 2002)

21. The 2001-02 salary increase shall be effective July 1, 2001 and shall apply to all Full-Time Members at The University of Western Ontario who are eligible as of June 30, 2001 and who will be continuing at The University of Western Ontario from July 1, 2001. The components noted below will be applied to individual Base Salaries resulting from the 2000-01 salary proposal (see Clause 20 of this Article).

Scale Increase

22. The Base Salaries of all Full-Time Members will be increased by 1.0%.

Performance-Linked Career Progress Fund (PLCP)

23. A Performance-Linked Career Progress Fund shall be established and shall be distributed on the basis of Annual Performance Evaluations of each Member in accord with the Article *Annual Performance Evaluation*.
24. The calculation of the PLCP fund and distribution mechanisms are described in Clauses 30 through 32.
25. For the purposes of the PLCP adjustments for 2001-2002, an Annual Performance Evaluation shall be performed in the Fall of 2001 in accord with the provisions of the Article *Annual Performance Evaluation*.

Floor Salaries and Associated Salary Adjustments

26. Floor salaries for the professorial ranks will be increased as follows:

	<u>Current Floor</u>	<u>New Floor</u>
Full Professor	\$70,000	\$71,500
Associate Professor	\$57,000	\$58,500
Assistant Professor	\$49,500	\$51,000
Lecturer	\$36,500	\$37,500

After the scale adjustment and the PLCP adjustment, salaries of those Members which are below the new Floor Salaries will be moved up to the new Floor Salaries.

Performance-Based Anomaly Fund (PBAF) for Probationary and Tenured Members

27. A Performance-Based Anomaly Fund shall be established and distributed to Probationary and Tenured Members following the procedures described in Clause 46.
28. For the Academic Year 2001-2002, this fund shall be \$100,000. This fund shall be fully distributed in the Academic Year 2001-2002.
29. Base Salary adjustments specified in Clauses 22 and 26 shall be distributed on July 1, 2001. Base Salary adjustments and retroactive payments arising from application of the provisions of Clause 23 shall be distributed on March 1, 2002.

Calculation and Distribution of the Performance-Linked Career Progress Fund (PLCP) for Full-Time Members

Performance Assessment

30. For the years 2000-2001 and 2001-2002, the PLCP adjustment is based on the outcome of Annual Performance Evaluations, described in the Article *Annual Performance Evaluation*. In Academic Year 2001-2002, the completion of evaluations shall follow the timetable and deadlines specified in that Article. In Academic Year 2000-2001, the completion of evaluations shall be modified by the provisions of this Article and the Article *Transition Provisions*. Where a Member has been employed for less than three years, the evaluation shall be based on the performance during the period of employment.
- 30.1 For Academic Year 1999-2000, the PLCP adjustment shall be made as specified in Clause 43 of this Article.
- 30.2 Performance levels will be assigned for each area of responsibility (Teaching, Research, and Service) having a non-zero weighting for each Member.
31. Performance levels and associated Points will be assigned as follows in each non-zero weighted area:

Below minimum acceptable level	0 points
At or above minimum acceptable level	1 point
Good	2 points
Very Good	3 points
Outstanding	4 points
32. Where the assessment of performance is performed by the Annual Performance Evaluation Committee pursuant to the Article *Annual Performance Evaluation*, and

where the members of this Committee cannot agree on a single assessment category in one or more of the areas of responsibility for a given Member, the Committee may assign fractional scores, providing:

- a) these scores are based on a simple averaging of scores provided by individual members of the Committee; and
- b) each individual member of the Committee is required to provide a judgment of the individual Member's performance using the rating system provided in Clause 31 of this Article.

Performance Assessment Indicator (PAI)

- 33. The PAI is the weighted average of Performance Level Points assigned in each area. The PAI for each Member may range from 0 to 4.00 rounded to two places of decimals.

Salary Points and Associated Values

- 34. A total number of Salary Points (SP) equal to the number of Full-Time Members (converted to Full-Time equivalents) multiplied by 2.40 shall be distributed in each of 1999-2000, 2000-2001 and 2001-2002.
- 34.1 In the years 2000-2001 and 2001-2002, 2.2 of the 2.4 Salary Points per Member shall be distributed as Basic Salary Points (BSPs; see Clause 40 of this Article), and 0.2 of the Salary Points per Member shall be distributed as Discretionary Salary Points (DSPs; see Clause 41 of this Article).
- 35. For Full-Time Probationary and Tenured Members the value of a Salary Point will be as follows:

	Base salary range	Salary Point Value
1999-2000	\$45,000-81,000	\$825
	\$81,001-\$99,000	\$620
	\$99,001 and higher	\$500
2000-2001	\$45,000-\$82,000	\$851
	\$82,001-\$100,000	\$639
	\$100,001 and higher	\$516
2001-2002	\$45,000-\$83,000	\$877
	\$83,001-\$101,000	\$658
	\$101,001 and higher	\$532

36. Where a Member's Base Salary before the application of the PLCP adjustment is below one of the breakpoints identified above (for example, the breakpoints in 1999-2000 are \$81,000 and \$99,000), but where the PLCP adjustment to the Base Salary raises a Member's salary above a breakpoint, the Salary Points used shall be partitioned such that the Member's salary will be increased to the breakpoint using the value of the Salary Points for the salary range below the breakpoint, and then increased further (to the limit of the Member's BSP plus DSP) using the value of the Salary Points for the salary range above the breakpoint.¹
37. For Full-Time Limited-Term Members the value of a Salary Point will be \$500 in 1999-2000, \$516 in 2000-01, and \$532 in 2001-02.
38. The Salary Point values and the number of Members in each Base Salary range shall establish the value of the PLCP fund, and the value of the BSP and DSP funds within it, that are to be distributed in each year.
39. Each year, after Salary Points have been determined, the Employer shall provide the Association with a report indicating the average number of Salary Points distributed to Limited-Term Members in each Faculty.

Determining Salary Points and Salary Increments (2000-2001 and 2001-2002)

Basic Salary Points (BSP) and Salary Increments

40. A Member assigned a PAI of less than 1.00 will receive 0.00 BSPs and no PLCP-derived salary increment.
- 40.1 For a Member with a PAI of 1.00 or greater, the Member's BSPs will be calculated as follows:

BSP = PAI x adjustment factor (where adjustment factor = $2.2 \div \text{average PAI}$ within the Unit).

1. The process described in Clause 36 of this Article requires that a Member's PLCP Increment be calculated according to the formula:

Member's PLCP Increment = [breakpoint - Base Salary] + [(Salary Points) - SP2] x Value2]

Where: Salary Points = total BSP + DSP awarded to the Member

SP2 = number of Salary Points required to raise the Member's salary to the breakpoint, calculated at the Salary Point value below the breakpoint.

Value2 = Salary Point value above the breakpoint.

Example: In 2001-2002 a Member with a Base Salary of \$82,000 in the previous year is awarded 2.4 Salary Points. The breakpoint is \$83,000. At \$877 per point, 1.14 Salary Points (calculated as $(83,000 - 82,000) \div 877$) would be required to increase the Member's salary to the breakpoint of \$83,000. Since the Member is awarded 2.4 Salary Points, 1.26 Salary Points remain, and these are applied at a value of \$658 per point.

i.e., Member's PLCP Increment = $[83,000 - 82,000] + [(2.4 - 1.14) \times 658] = \1829 .

- 40.2 Any undistributed BSP funds shall be distributed to Members of the Unit in proportion to their share of the initially distributed BSP funds.

Discretionary Salary Points (DSP)

41. The Annual Performance Evaluation Committee (or where delegation has occurred, the Chair) may make DSP recommendations to the Dean.
- 41.1 A Member receiving a lower PAI than another in the same Unit may not receive more salary points in total (i.e., BSP + DSP) than a Member receiving the higher PAI.
- 41.2 The Dean shall assign all available DSPs to Full-Time Members in the Faculty.

Total Salary Points and Salary Increment

42. For any Member, the total Salary Points awarded (i.e., BSP + DSP) may not exceed 6.00.
- 42.1 A Member's Base Salary shall be increased by the value of his or her total Salary Points, as determined by the Salary Point values in Clauses 35 through 37.

Determining Salary Points and Salary Increments (1999-2000)

43. For the year 1999-2000 only, each Member shall receive a salary increment equivalent to 2.4 Salary Points.

Performance-Based Anomaly Fund (PBAF) for Probationary and Tenured Members

44. A Performance-Based Anomaly Fund of \$100,000 shall be established in 2001-2002.
- 44.1 Performance-Based Anomaly Adjustments (PBAA) shall be assigned to Probationary and Tenured Members whose salaries are anomalously low, based on a comparison with Probationary and Tenured Members of similar experience and accomplishment within their academic Unit (i.e., Department or Faculty without Departments).
- 44.2 PBAA's will be available only to those Members whose Performance Assessment Indicator (PAI) is 2.00 or greater.
45. The PBAF shall be administered by a Salary Anomaly Committee composed of five members, as follows:
- a) two members (or alternates) chosen from the Association;

- b) two members (or alternates) chosen by the Employer; and
- c) the chair of the committee, who shall be chosen jointly by the Employer and the Association.

Procedures

- 46. Applications for the correction of anomalies may be filed by Members or Deans by February 28, 2002.
- 46.1 An application shall consist of a letter setting out the grounds for the claim and a recommended Anomaly Adjustment. Applications by a Member must be accompanied by a commentary and recommendation from the Dean of the relevant Faculty.
- 46.2 The Salary Anomaly Committee may seek additional information as it deems necessary to consider the merit of each application.
- 46.3 The Salary Anomaly Committee shall make recommendations, whose aggregate value shall not exceed the amount available, to the Provost by April 30, 2002. The Anomaly Adjustment recommended for any one Member shall not exceed \$5,000.
- 46.4 The Provost shall respond to the recommendations of the Committee by June 30, 2002, and shall inform the Committee, the applicant, and the Dean(s) of the Faculty or Faculties involved, in writing, of the decision on each applicant, with reasons.
- 46.5 Any Grievance against the Provost's decision shall be initiated at Step 2 of the Grievance procedures described in the Article *Grievance and Arbitration*.
- 46.6 PBAAAs shall be added to a Member's 2001-2002 Base Salary effective retroactively to July 1, 2001.

Market Adjustments

- 47. Neither this Article nor any other in this Collective Agreement prevents the Employer from using other funds to increase a Member's salary in response to offers received from other employers or to accommodate other market forces.
- 47.1 Members may also receive limited-term stipends or Base Salary increases associated with Senate-approved chairs, Professorships, Fellowships, or other arrangements recognizing exceptional performance in Teaching or Research.

II. Benefits for Full-Time Members

Cost Containment

48. Each July 1, as part of the assessment of the current cost containment arrangement a similar calculation will be made to determine the corresponding single and family rate, based on the assumption that during the Fiscal Year under review the payment of eligible claims under the Extended Health and Dental Plans had been on an 85/15 co-insurance structure. "Eligible" means those expenses that would have been contractually paid under the plans.

This co-insurance arrangement for the Dental Plan would only apply to the coverage under the basic provisions of the plan since there is already a 20% co-insurance provision under the major restorative portion. Under the Extended Health Plan the co-insurance would not apply to the dispensing fee for prescriptions since the current maximum under the plan is \$6.11. The maximum amount a Member will be required to pay for eligible expenses as a result of the implementation of co-insurance will be \$450 per calendar year for those with single coverage, to a maximum for family coverage of \$900. These amounts will be referred to as co-insurance caps.

Method of Calculation

49. When calculating the single and family monthly unit costs under the co-insurance provisions, it would be assumed that the Extended Health and Dental Plans would have reimbursed claimants for 85% of the eligible expenses.
- 49.1 For the 15% deemed to have been paid by the claimant, a report will be requested from Blue Cross which will summarize the following information:
- a) total claims paid on behalf of single members;
 - b) total claims paid on behalf of members with family coverage;
 - c) total amount of dispensing fees paid for each coverage level (single and family); and
 - d) a breakdown between basic and major expenses under the Dental Plan.

Using this information, our external benefit consultant will determine the deemed single and family monthly rates that would have been required to fund the plan had the 15% amount been the only expense under either Plan during the previous calendar year.

- 49.2 The resultant rates x as calculated above, would be compared to the payroll deduction amount y calculated under the current cost containment arrangement. If x and y are equal or if x exceeds y, the Extended Health and Dental Plans would be amended to include

85/15 co-insurance provisions including the co-insurance caps. At this point the 1996-97 cost containment agreement would be discontinued.

- 49.3 Members who retire on or after July 1, 2001 will be entitled to receive reimbursement of eligible expenses under the Extended Health and Dental Plans on an 85/15 co-insurance basis. The maximum amount such retirees will be required to pay for eligible expenses will be \$450 per calendar year for those with single coverage to a maximum for family coverage of \$900.
50. Effective July 1, 2001, the reimbursement cap for Visioncare will be changed to \$150 annually per covered individual, to be accumulated for a maximum of 2 years and \$300 for any single claim.
51. Effective July 1, 2001, the Long Term Disability Plan will be amended to provide a monthly benefit of 70% of pay for the first \$80,000 and 65% of pay for the next \$40,000.

III. Compensation for Part-Time Members

52. Part-Time Members shall continue to be paid on a per-course basis. Subject to the provisions of Clauses 53, 54 and 55, effective July 1, 2000, minimum compensation for teaching the equivalent of a full university degree credit course will be:

Tier 1 Members: \$9,434 base rate plus \$566 (6%) vacation pay for a total of \$10,000.

Tier 2 Members: \$8,962 base rate plus \$538 (6%) vacation pay for a total of \$9,500.

Other Part-Time Members: \$8,491 base rate plus \$509 (6%) vacation pay for a total of \$9,000.

Any Part-Time Member holding one or more Limited-Duties Appointments during 1999-2000, excluding Full-Time Members and Emeritus Professors, shall receive a one-time payment of \$500.

53. For Part-Time Members teaching an Additional Qualifications course in the Faculty of Education:
- a) the base rate will be \$6,604 plus \$396 (6%) vacation pay for a total of \$7,000;
 - b) any Part-Time Member holding one or more Additional Qualifications course Appointments during 1999-2000, excluding Full-Time Members and Emeritus Professors, shall receive a one-time payment of \$400.

54. The minimum compensation for teaching the equivalent of a full university degree credit course in the Faculty of Music shall be as specified in Clause 52 above, except as modified in this Clause for certain Limited-Duties Appointments in the Music Performance Studies Department and Music Education Department. The following are the minimum rates (inclusive of 6% vacation pay):

- a) Studio course: \$42/hour of studio instruction
- b) Performance course (master class): 0.15 FCE
- c) Conducting designated ensembles: 0.5 FCE
- d) Coaching chamber music: 0.125 FCE
- e) Auditions and Juries
 - (i) half day (one 3-hour session or any part thereof): \$100
 - (ii) full day (a maximum of two 3-hour sessions or any part thereof): \$175
- f) Instrumental Methods: 0.15 FCE
- g) Required recital performances:
 - (i) with students in a recital required for progression or graduation, if requested by the Department Chair or Dean: \$100
 - (ii) with guest artists from outside the University, if requested by the Department Chair or Dean: \$100

55. The minimum compensation for teaching the equivalent of one full university degree credit course offered through Distance Studies, inclusive of 6% vacation pay, will be:

Number of students	Rate
<20	\$6,500
20-39	\$7,500
40+	\$8,500

These provisions apply to all Distance Studies courses with the exception of those designated Online.

IV. Benefits for Part-Time Members

56. Part-Time Members shall be entitled, at their option, to purchase the following basic benefits at the rates prevailing for Full-Time Members: Life Insurance, Extended Health Plan, Visioncare, Dental Plan.

V. Professional Expense Reimbursement

57. For the calendar years January 1, 2000 - December 30, 2001, each Full-Time Member may claim reimbursement of eligible expenses up to a value of \$750 *per* calendar year.
58. Each Part-Time Member may claim reimbursement of eligible expenses, based on the total number of courses for which the Member has primary teaching responsibility, up to a value of \$150 for the first full course equivalent and \$50 for each additional half course to a maximum of \$350 *per* calendar year.

Eligible expenses are described in the Article *Professional Expense Reimbursement*.

VI. Sabbatical Leaves

59. Effective July 1, 2000, Members taking their first Sabbatical Leave from The University of Western Ontario shall receive 87.5% of their Base Salary; Members taking their second or subsequent Sabbatical Leave from The University of Western Ontario shall receive 82.5% of their Base Salary.

CONFLICT OF INTEREST AND CONFLICT OF COMMITMENT

Conflict of Interest

1. In this Article, *relationship* means any relationship of the Member to persons of his or her immediate family and any relationship of an intimate and/or financial nature during the preceding three years.
2. An actual or potential conflict of interest arises where a Member's financial or other personal interest, or that of any person with whom the Member has or has had a relationship, conflicts or appears to conflict with the Member's responsibility to the University.
3. The existence of an actual or potential conflict of interest does not necessarily preclude involvement in the interest which has given rise to the actual or potential conflict; however, the Member shall disclose to the Dean such actual or potential conflict of interest as soon as possible after becoming aware of it.
4. Following receipt of disclosure provided for under Clause 3, and after consultation with the Member, the Dean shall determine whether an actual or potential conflict exists and, if so, decide how it is to be resolved. The Dean shall immediately notify the Member in writing of his or her decision on the matter.
5. No Member shall knowingly participate in any decision that directly and preferentially benefits the Member, or a person with whom the Member has or has had a relationship, except in accord with the provisions of Clause 4.
6. No Member shall knowingly participate in any academic decision directly affecting a person from whom the Member stands to derive a financial benefit or with whom the Member has or has had a relationship.
7. Notwithstanding Clause 3, a Member who has any interest, directly or indirectly, in any commercial contract, transaction, proposed contract or proposed transaction under consideration by the Employer and participates in any decision related to these matters shall:
 - a) declare the nature and extent of the interest as soon as possible and no later than the meeting(s) at which the matter is to be considered;
 - b) withdraw from the meeting where the matter is being discussed;
 - c) refrain from taking part in any other discussion of the matter; and
 - d) refrain from voting on the matter.

8. In particular, without limiting the provisions of Clauses 2 through 7 and unless, after full disclosure of the conflict of interest, the Member is specifically authorized by the Provost or designate to do so, the Member shall not:
- a) knowingly authorize the purchase of equipment, supplies, services or real property using University funds or funds administered by the Employer, from a source in which the Member, or any person with whom the Member has or has had a relationship, has a material financial interest; or
 - b) engage any individual with whom the Member has or has had a relationship in any capacity paid for by University funds or by funds administered by the Employer.

Conflict of Commitment

9. The nature of the professional competence of many Members affords opportunities for the exercise of that competence outside the Member's Academic Responsibilities, on both remunerative and non-remunerative bases. Recognizing that such professional activities can bring benefits to and enhance the reputation of the University and of Members, the Employer agrees that Members may engage in part-time professional activities, paid or unpaid, provided that such activities do not conflict or interfere with the Member's responsibilities to the Employer as defined in the Article *Academic Responsibilities of Members*, subject also to the following conditions:
- a) when a Member's outside activities involve the use of the Employer's facilities, supplies and services, their use shall be subject to the prior approval of the Employer. Costs for such facilities, supplies or services shall be borne by the Member at prevailing rates set by the Employer, unless the Employer agrees, in writing, to waive all or part of such costs;
 - b) the Employer's approval of the use of the Employer's facilities shall not signify that such activities count as part of the Member's fulfilment of Academic Responsibilities.
10. Clauses 11 through 16 below apply only to Full-Time Members.
11. If a Member plans to undertake a major external activity which has the potential to interfere with the Member's Academic Responsibilities, the Member must disclose the plans and seek approval to undertake the activity in accordance with the steps set out below. The disclosure shall be in writing to the Dean and shall include:
- a) a description of the nature of the work;
 - b) an estimate of the time required to perform the work;
 - c) an estimate of the extent, if any, of the use of University facilities, supplies, support staff or students;

- d) a list of any other external activities that have already been approved in that year or which are continuing from an earlier year; and
 - e) an estimate of the impact the activity will have on Teaching, Research, and Service responsibilities.
- 12. The Dean shall evaluate the request to determine the extent to which the activity will enhance or detract from the fulfilment of the Academic Responsibilities of the Member.
- 13. The Dean shall consider the request as soon as possible and shall render a decision in writing within ten days. If approval is denied, or offered only on conditions, the Member shall be provided with reasons in writing for the decision.
- 14. If the planned activity would detract from the fulfilment of the Member's Academic Responsibilities, the Dean may require, as a condition of granting approval, that the Member agree to a period of Reduced Responsibility or Leave of Absence without pay.
- 15. A Paid Professional Activity is an activity funded by sources other than the University which arises from the Member's academic position and expertise and which confers a financial benefit.
- 15.1 Each Member who engages in significant Paid Professional Activities outside the Member's Academic Responsibilities in the previous Academic Year shall submit a Paid Activities Report as part of the Member's Annual Report. The Paid Activities Report shall include:
 - a) the total time involved in each Paid Professional Activity and a brief description of the activities involved; and
 - b) any significant use of University resources in any Paid Professional Activity.
- 16. All information or reports disclosed in accord with this Article will be confidential.

COPIES OF THE AGREEMENT

1. The Parties will jointly prepare the master copy of the draft form of the Agreement needed for ratification, including those appendices which the Parties agree should be distributed.
2. Subsequent to ratification, the Parties shall cooperate in any technical editing still required and the Employer shall prepare the master copy for printing. The process shall not delay the implementation or signing of the Agreement.
3. Within thirty days of the completion of technical editing by the Parties, the Employer shall provide the Association with one copy of the Agreement for each Member at no cost to the Members or the Association. The Employer shall provide the Association with two hundred additional copies of the Agreement at no cost to the Association.
4. Any Member hired subsequent to the initial distribution shall receive a copy of the Agreement from the Employer at no cost to the Member or the Association. A copy of the Agreement will be available for consultation by any person interviewed for or offered employment within the Bargaining Unit.
5. The Employer will prepare a copy of the Agreement in electronic (Internet) form, and the Employer will make this copy accessible on the Employer's public web pages.

COPYRIGHT

Definition

1. For the purposes of this Article, Copyright applies to anything copyrightable including: books, articles and similar printed material written or prepared by a Member; computer software developed, improved or written by a Member; paintings, sculpture, music and similar artistic works created by a Member; lectures delivered by a Member; audio and video recordings or digitally encoded representations; photographs, film and other similar recordings for which the content was created by a Member.
- 1.1 Notwithstanding Clause 1 of this Article, this Article does not apply to computer software developed, improved or written by a Member, and which the Member wishes to be protected and/or exploited for commercial gain. Such computer software shall be subject to the provisions of the Article *Intellectual Property*.
- 1.2 This Article does not apply in respect of outcomes of a Member's activity undertaken outside of the employment relationship, as long as the activity has been undertaken without use, other than incidental, of University facilities; such outcome(s) may not be used as evidence of a Member's fulfilment of Academic Responsibilities.

Licence

2. A Member who creates a Copyrighted work in the course of the Member's Academic Responsibilities shall grant the Employer a non-exclusive, royalty-free, irrevocable and non-transferable licence to copy and/or use such works in other Teaching, Research and Service activities of the University, subject to Copyright requirements of academic journals and other vehicles of scholarly publication.

Materials Produced in the Course of Fulfilling Academic Responsibilities

3. Subject to Clauses 4 through 5, a Member is the sole holder of Copyright in his or her own lectures and in all copyrightable works produced pursuant to his or her Academic Responsibilities.

Works Commissioned by the Employer for Use by Others

4. The development of materials by a Member that are commissioned by the Employer shall be governed by a special agreement between the Employer and the Member. This special agreement shall be in writing, shall be consistent with the provisions of this Article, and shall specify Copyright ownership and the terms of any licencing arrangements under the agreement.
- 4.1 In the early stages of the development of a commissioned work, Members shall provide the Employer with a list in writing of any Copyright material to be contained therein and the names of Copyright holders. The Employer shall pay any cost related to securing all

Copyright permissions and for use of such approved Copyright material. The Employer shall have the right to refuse to pursue Copyright clearances which are judged to be prohibitively expensive.

- 4.1.1 If the Employer exercises the right to refuse to pursue Copyright clearances at this stage, either party to the special agreement referred to in Clause 4 above may withdraw, or the parties may jointly revise the special agreement.
- 4.2 At the time of delivery of commissioned works, the Member shall warrant to the Employer that, to the best of his or her knowledge, he or she is the holder of Copyright in material contained therein not already listed pursuant to Clause 4, or shall provide the Employer with a list in writing of any other Copyright material contained therein and the names of the holders of Copyright in such material. No such Copyright material may be included by the Member without prior written approval of the Employer.
- 4.3 All special agreements for commissioned works shall contain a clause which allows the Member(s) who develop(s) or contribute(s) to the development of the works to use (for their own purposes) all or part of the works that they have created under the agreement, but which prohibits the developer(s) from licencing, donating, selling or reselling such works to any person(s), body or agency external to the University.

General

- 5. The development of materials by a Member as part of specially assigned duties shall be governed by a special agreement between the Employer and the Member. The special agreement shall be in writing, shall describe any anticipated outcomes capable of Copyright protection, and shall specify Copyright ownership in such a case.
- 5.1 Members who are engaged in activities undertaken in fulfilment of their Academic Responsibilities at locations away from the University Campus (for example, Members on Sabbatical Leave) shall continue to be subject to the provisions of this Article.
- 5.2 On the death of a Member or former Member, any transferable interest which he or she had derived under this Article or under any agreement made pursuant to this Article shall pass to his or her estate.

COURT LEAVE

1. When a Member is called for jury duty, or is subpoenaed by any body in Canada with the power to do so, and where jury duty or subpoenaed service requires absence from the University, the Member shall notify the Dean as soon as possible, and shall request Court Leave.
2. Court Leave shall be considered as leave with pay provided that the Member, on returning to work, gives the Dean verification from the Court or other body stating the period of jury duty or subpoenaed service.
3. If a Member on a Probationary Appointment takes a Court Leave that demonstrably and seriously interferes with the performance of duties relevant to consideration for Tenure, the period of probation shall be extended by one year, at the Member's request and with approval of the Provost. Such a request must be made to the Provost within thirty days of return from the Court Leave.
4. The Employer may request the Court to excuse a Member from jury duty or subpoenaed service on grounds relating to the Employer's operational requirements.

DEFERRED SALARY LEAVE

1. With the exception of Compassionate Leave, Court Leave, Pregnancy, Parental and Adoption Leave and Sick Leave, at least two years of full-time continuous service shall elapse between any two successive Leave periods, and a Member shall not be on Leave for more than twenty-four months in any seven-year period. These restrictions may be modified in individual cases by the Provost, on recommendation from the Dean, at the request of the Member. Approval of any such request shall not be arbitrarily withheld.
2. Deferred Salary Leave is intended to allow for a leave of absence funded by the individual Member at no cost to the Employer during the period of the Leave. Such a Leave may be granted where the Employer determines that the Leave will not interfere with the ability of the Member's Department(s) or Faculty(ies) to meet its (their) operational requirements.
3. The provisions of this Article are subject to the relevant provisions of the Income Tax Act and any interpretations made by Revenue Canada; any changes in the Act or its interpretation override the provisions of this Article.
4. Unpaid leaves of six months or one year may be funded through a Deferred Salary Leave arrangement as defined in Section 248(1) of the Income Tax Act. Deferred Salary Leaves are to begin on January 1 or July 1 and must start no later than the month following the end of the deferral period.
5. All Full-Time Members are eligible to apply for a Deferred Salary Leave.
6. Salary is deferred over a one- to five-year period, and the salary deferred is completely used up during the Leave period. The Member must return to the University for a work period at least as long as the Leave, as required under the Income Tax Act.
7. The percentage of nominal salary deferred will range between 5% and 25%, depending upon the income needs during the period of deferral and the period of the Leave.
8. The salary deferred is retained by the Employer to be deposited into a University interest-bearing bank account. The bank will be a registered financial institution used by the University and the interest rate will be the maximum rate available.
9. During the year(s) of salary deferral, income tax is payable on the actual salary received and also on the interest accrued on the deferred salary. During the Leave, income tax is payable on the accumulated deferred salary as it is received and also on the interest accrued during the Leave period.
10. During the years of deferral the contributions of the Member and the Employer towards the Member's benefits will be based on the Member's total salary (i.e., the sum of the actual salary received and the deferred salary). The Member may elect to pay the cost of

benefits and pension contributions during the period of the Deferred Salary Leave. During a Deferred Salary Leave the Employer will not contribute towards the costs of benefits, including pension.

11. Sabbatical Leave credit shall not be earned during a Deferred Salary Leave.
12. A Member must make application for a Deferred Salary Leave to the Dean of the Member's home Faculty. A Member shall apply in writing six months before the period of salary deferral would commence. The application shall state the periods requested for salary deferral and the Leave to follow, along with the amount of salary to be deferred.
13. Where a Member's Appointment is in a Department, the Dean shall consult with the Department Chair. The Employer shall then approve or deny the application. Such approval shall not be arbitrarily withheld and any decision not to approve the application shall be accompanied by written reasons.
14. Details of the Deferred Salary Leave, where approved by the Employer, will be confirmed in writing and signed by the Member and the Employer. If an application is approved, the Member's Home Unit will be committed to accommodating the Deferred Salary Leave at the approved commencement date.
15. Members on Deferred Salary Leave are not eligible for consideration for Promotion while on Leave. Any record of activity in Teaching, Research, or Service during the Leave period may be included when a participant is considered for Promotion.
16. Leave cancellation occurs on termination of employment, death or disability of the Member. The deferred salary plus interest will be paid to the Member, beneficiary or estate subject to tax regulations.
17. Withdrawal or postponement of the Deferred Salary Leave for reasons other than termination of employment, death or disability requires written application to the Employer at least six months before the scheduled Leave. The Employer shall approve or deny the application. Government regulations require that if salary has been deferred for the maximum five-year period, the Leave cannot be postponed.

DEPARTMENT CHAIRS AND DIRECTORS OF SCHOOLS

Department Chairs

1. Each Department shall have a Chair.
2. The Department Chair shall be a Tenured Member.

Relation of the Chair to the Dean

3. The Dean with fiscal responsibility for the Department shall delegate administrative responsibilities to the Chair. Such responsibilities shall be in accord with this Collective Agreement and shall be specified in the Letter of Appointment described in Clause 14.
- 3.1 The Dean shall consider and respond to any proposals or issues concerning the Department brought forward by the Chair.

Other Responsibilities of the Chair

4. The other responsibilities of the Chair are those assigned to the Chair in this Collective Agreement.

Terms of Employment of a Department Chair

5. A Member who is a Department Chair shall receive an annual stipend. The amount of the stipend shall be determined by negotiation between the Member and the Dean at the time of Appointment to the position of Chair. A Chair who has served a term of five years or more, and who at the conclusion of his or her Appointment as Chair continues as a Member, shall continue to receive the stipend as part of his or her salary; however, the amount of the stipend shall be reduced by the amount of any salary increments subsequently received by the Member.

Workload Arrangements During the Appointment

6. The Workload of a Member who is a Chair shall be adjusted at the time of Appointment to the Chair to express the proportion of Service in the Workload of the Chair. The provisions of the Article *Alternative Workload* shall be used for this adjustment.

Workload Arrangements After the Appointment

7. The Chair of a Department with ten or more Full-Time Members at the time of the Appointment shall be entitled to a period of Modified Alternative Workload, which shall be a period of Alternative Workload of two months for each year served as Chair, to a maximum of twelve months. This arrangement shall allow a Member who has served as

Chair to devote himself or herself to Research and/or Teaching, either exclusively, or to a greater extent than expected for a Member with a Normal Workload. Such a period of Modified Alternative Workload shall be arranged using the provisions of the Article *Alternative Workload*, with the exception of the provisions of Clauses 2 and 2.1 of that Article, and shall be agreed to at the time of Appointment of the Member to the position of Chair. Sabbatical Leave eligibility shall not be accumulated during the period the Member serves as Chair.

- 7.1 The Chair of a Department with fewer than ten Full-Time Members at the time of the Appointment shall be entitled to a period of Modified Alternative Workload, which shall be a period of Alternative Workload of one month for each year served as Chair. This arrangement shall allow a Member who has served as Chair to devote himself or herself to Research and/or Teaching, either exclusively, or to a greater extent than expected for a Member with a Normal Workload. Such a period of Modified Alternative Workload shall be arranged using the provisions of the Article *Alternative Workload*, with the exception of the provisions of Clauses 2 and 2.1 of that Article, and shall be agreed to at the time of Appointment of the Member to the position of Chair. Any Sabbatical Leave eligibility accumulated during the period the Member serves as Chair shall be at a maximum rate of one year of eligibility for each two years of service as Chair.
8. Unless alternative arrangements are made at the time of Appointment of the Member to the position of Chair, the term of a Member's Appointment as Chair shall be five years and shall commence on July 1. A Member may be appointed to a second term as Chair of the same Department, but consideration for Appointment to any further term as Chair of the same Department shall require approval of the Employer.

Department Chair Selection Committee

9. Each Department shall have a Chair Selection Committee, when required according to Clause 9.1 of this Article.
- 9.1 The Dean shall call for election of Members to the Chair Selection Committee no later than the month of May of the year preceding the last year in the term of a current Chair, or when a vacancy occurs through departure of a Chair before the end of his or her term.
- 9.2 The Chair Selection Committee shall consist of:
 - a) the Provost, or designate;
 - b) the Dean of the Faculty with fiscal responsibility for the Department, who shall chair the Committee but shall not vote except in the case of a tie;
 - c) where the Department has Members involved in the teaching and supervision of graduate students, the Dean of Graduate Studies;

- d) four Tenured Members from the Department, elected by Members of the Department. Where a Department has fewer than four Tenured Members, the Members of the Department shall elect two Tenured Members from the Department and two other Full-Time Members from the Department;
- e) two Tenured Members who are not from the Department, elected by the Faculty Council.

- 9.3 Following the election of Members to the Chair Selection Committee, the Dean shall inform the Members in the Department of the names of the members of the Committee.
- 9.4 The Chair Selection Committee shall be convened by the Dean as soon as possible after the election of the members of the Committee.

Acting Department Chairs

- 10. Where the position of a Department Chair becomes vacant and a successor has not been appointed, the Dean shall, after consultation with the Department, appoint an Acting Chair to serve until such time as a recommendation from the Chair Selection Committee has been approved by the Employer, and the Chair has taken up the Appointment.
- 10.1 The term of office for an Acting Chair shall not exceed two years and shall not be renewable.
- 10.2 A Member serving as Acting Chair shall continue to accumulate eligibility for a Sabbatical Leave, but shall not accumulate any entitlement to a period of the Modified Alternative Workload described in Clauses 7 and 7.1 of this Article.
- 10.3 A Member serving as Acting Chair shall receive an annual stipend. The amount of the stipend shall be determined by negotiation between the Member and the Dean at the time of Appointment to the position of Acting Chair. A Member shall not continue to receive the stipend following the conclusion of his or her Appointment as Acting Chair.

Consultation with the Department

- 11. The Departmental members of the Chair Selection Committee shall consult with the Members in the Department to ascertain their preferences and opinions on matters such as: reappointment of the current Chair, internal *versus* external Appointment, suitability of Members in the Department for the position, desirable attributes or qualities for the Chair, and regarding specific questions which could be asked of any candidate. The Committee shall also invite Members of the Department to provide it with written submissions on matters relevant to the Committee's work.

Selection of the Department Chair

12. Any New Institutional Performance Indicators included in materials provided to external reviewers invited to review the Department as part of the Chair selection process shall be in accord with the provisions of the Article *Institutional Performance Indicators*.
- 12.1 The Chair Selection Committee shall consider all written submissions received from Members of the Department and the report(s) of external reviewers invited to review the Department as part of the Chair selection process.
- 12.2 Unless the current Chair is leaving the University (for example, through retirement or resignation) or has indicated in writing that he or she does not wish to be a candidate for a further term as Chair, the Committee may, after reviewing the Chair's performance, make a recommendation to the Employer through the Dean that the Chair be reappointed to a further term. In the case of a current Chair who is not in his or her first term as Chair, such a review and recommendation can only occur if the Employer's approval referred to in Clause 8 of this Article has first been obtained.
- 12.3 The Employer shall approve or deny this recommendation. If the Employer denies the recommendation of the Committee, the Employer shall provide a written explanation for the denial to the Committee.
- 12.4 Where the current Chair is leaving the University, or has indicated in writing that he or she does not wish to be a candidate for a further term as Chair, or where the Committee has not recommended that the current Chair be appointed to a further term, or where the Committee's recommendation that the current Chair be appointed to a further term has not been approved by the Employer, or where the Employer has not approved consideration of reappointment of a Chair beyond a second term, the Dean shall advertise the position within the University and shall also advertise the position externally where the Employer has approved the possibility of Appointment of an external candidate. Candidates shall supply evidence of their previous performance in Teaching, Research and Service.
 - 12.4.1 The Committee shall consider all applicants.
 - 12.4.2 The Departmental members of the Committee shall consult the Members in the Department to ascertain their opinions and preferences regarding any short-listed candidates. In the case of external candidates the Committee shall ensure that Members in the Department have an opportunity to become aware of the candidate's qualifications and suitability for the position of Chair; this may involve an opportunity to meet with the candidate and/or an opportunity to review the *curriculum vitae* of the candidate.

12.4.3 The Committee shall make a recommendation to the Employer through the Dean. This recommendation may be that one of the applicants be appointed as Chair, or that none of the applicants is acceptable. In the latter case, the position shall be re-advertised in accord with the provisions of Clause 12.4 of this Article.

12.4.4 Where the Committee recommends an internal Appointment, the Employer shall approve or deny the recommendation of the Department Chair Selection Committee. If the Employer denies the recommendation of the Committee, the Employer shall provide a written explanation for the denial to the Committee.

External Candidates

13. Where the Committee recommends an external candidate and the Employer agrees that an external Appointment is possible, the Employer shall place the *curriculum vitae* of the recommended candidate, the evidence of previous performance in Teaching, Research and Service provided by the recommended candidate, and any letters of reference for the recommended candidate used by the Committee, before the appropriate Promotion and Tenure Committee.

13.1 The Promotion and Tenure Committee shall recommend to the Employer whether or not Tenure should be granted, and shall recommend the rank at which the Appointment is to be made.

13.2 The Employer shall approve or deny the recommendations of the Department Chair Selection Committee and the Promotion and Tenure Committee. If the Employer denies the recommendation of either Committee, the Employer shall provide a written explanation for the denial to both Committees.

Appointment

14. The Dean shall enter into negotiations with a candidate approved according to the provisions of Clause 12.4.4 or Clause 13.2 of this Article. All arrangements made under the provisions of Clauses 5 through 8 of this Article, including arrangements made using the provisions of the Article *Alternative Workload*, and any arrangements made under the provisions of Clause 6 of the Article *Sabbatical Leave*, shall be described in a Letter of Appointment to the position of Chair. This Letter shall also describe any responsibilities delegated to the Chair which are in addition to the tasks specified in the provisions of this Collective Agreement; any such additional responsibilities shall be in accord with the provisions of this Collective Agreement. The Letter of Appointment to the position of Chair shall be co-signed by the Dean and the Provost or designate and shall be placed in the Member's Official File.

14.1 Any subsequent changes to the arrangements made according to the provisions of Clause 14 of this Article must also follow the provisions of Clause 14.

- 14.2 Should negotiations with a candidate fail, the Department Chair Selection Committee shall reconsider the applicants and shall make a new recommendation to the Employer through the Dean.
- 14.3 Where an external candidate is appointed as Chair, the Dean shall provide this candidate with a Letter of Appointment, co-signed by the Provost or designate, stating the terms and conditions of the Appointment as well as any arrangements described in Clause 14 of this Article. These shall not conflict with the provisions of this Collective Agreement. The Dean shall also inform this candidate that he or she will be a Member of the Bargaining Unit and shall give him or her a copy of the Collective Agreement.

Directors of Schools

15. Each School shall have a Director.
16. The Director shall have a Tenured Appointment.
17. The duties of the Director are the administrative responsibilities delegated to the Director by the Dean with fiscal responsibility for the School.
18. The Dean shall consider and respond to any proposals or issues concerning the School brought forward by the Director.
19. The terms of employment, and process of selection and Appointment of Directors shall be in accord with the provisions of Clauses 5 through 14, inclusive, of this Article; for these purposes, the terms Chair and Department in Clauses 5 through 14 of this Article shall be replaced by Director and School, respectively.

DISCIPLINE

General

1. A Member may be disciplined only for sufficient cause and in accord with the provisions of this Article and only after a determination by the Employer that discipline of the Member is warranted. Such disciplinary action shall be consistent with the principle of progressive discipline, commensurate with the seriousness of the offense.

Types of Discipline

2. The following disciplinary measures may be taken by the Employer against a Member and documented in the Member's Official File:
 - a) a written warning or reprimand;
 - b) suspension with pay;
 - c) suspension without pay; or
 - d) dismissal for cause.

Written Warning or Reprimand

3. A written warning or reprimand shall contain a clear statement of the reasons for taking the action and shall be clearly identified as a disciplinary measure. Where a Member disagrees with the substance of a warning/reprimand, he or she may file a reply which will form part of the Official File.
- 3.1 The failure of a Member to grieve a warning/reprimand shall not be deemed an admission of the validity of the warning/reprimand.

Suspension

4. Suspension is the act of the Employer in relieving, for cause, some or all of a Member's duties and privileges without the Member's consent.

Dismissal

5. Dismissal means the termination of Appointment without the Member's consent.
- 5.1 Mere non-renewal of a Limited-Term or Visiting or Externally-Funded or Limited-Duties Appointment does not constitute dismissal. Not granting Tenure to a Probationary Member does not constitute dismissal.

5.2 Grounds for dismissal of a Member shall be:

- a) gross misconduct, which may be found to arise from a single incident but which also may include repeated serious misconduct;
- b) persistent failure to discharge Academic Responsibilities through incompetence or neglect of duties; or
- c) abandonment of duties.

Medical Disability

- 6. Medical disability shall not be cause for discipline. If the Employer considers a Member's behaviour to be unacceptable and believes this may be the result of illness, the Employer may require the Member to undergo a medical examination pursuant to Clause 11 of the Article *Income Security*.
- 6.1 If a Member is relieved from duties pending the outcome of the procedure established under Clause 6, the Member, for that period, shall not be deemed to be on Sick Leave and shall receive full salary and benefits.

Disciplinary Process Distinct from Academic Assessments

- 7. Disciplinary processes shall be distinct from academic assessment processes such as are used for Promotion and Tenure and Annual Performance Evaluation.
- 7.1 The fact that a disciplinary measure is contemplated or has been imposed cannot be considered in an academic assessment; however, the facts that resulted in or may result in the imposition of discipline may be considered if relevant to an academic assessment.

Investigation

- 8. The Employer may investigate any allegation which, if proven, would warrant taking disciplinary proceedings against a Member. Subject to Clause 8.2.1, as soon as practicable after an allegation has been made, the Employer shall endeavour to inform the Member that an allegation has been made.
- 8.1 All Members involved shall have the right to receive assistance and representation from the Association, as the Association deems appropriate.
- 8.2 Subject to Clause 8.2.1, and as soon as practicable, but no later than ten days after commencing an investigation, the Employer shall advise the Member in writing of the substance of the allegations and the scope of the investigation and invite the Member to

respond to the allegation(s) by meeting with the Employer or by submitting materials or both. The Employer shall simultaneously inform the Member of his or her rights under Clause 8.1 above.

- 8.2.1 The Employer may withhold information, decide not to notify the Member or delay notifying the Member if there are grounds to believe there is a risk of significant harm to another person or that the investigation may otherwise be jeopardized.
- 8.2.1.1 If the decision is made to withhold information under the terms of Clause 8.2.1, the Employer shall notify the President of the Association immediately and shall further provide the President of the Association with all details as they become available.
- 8.3 Members and the Employer shall maintain the confidentiality of the investigative process and its findings until the imposition of discipline, if any, unless the Employer has grounds to believe that such confidentiality may put a person at risk of significant harm. In such a case, the Employer shall immediately inform the Association of its decision not to maintain confidentiality and the grounds for the decision.
- 8.3.1 All persons contacted by the Employer during the investigation shall be informed of the confidentiality requirement under Clause 8.3.
- 8.4 The Employer shall notify the Member of the tentative results of the investigation within ten days of the results being known.
- 8.5 Notification under Clause 8.4 either shall advise the Member that discipline will not be imposed or shall invite the Member to attend a meeting, before the investigation is closed and before any discipline is imposed, to submit documents or oral evidence concerning the tentative results of the investigation or concerning any proposed discipline.
- 8.6 The Member may respond in person or through an Association representative. Should the Member fail to respond to the invitation within ten days or fail to attend a meeting on the matter, without reasonable excuse, the Employer may proceed under the terms of this Article.
- 8.7 Once the investigation is concluded, the Employer will determine either that discipline will not be imposed, in which case the Member shall be so advised, or that the discipline process should continue.

Disciplinary Process

- 9. After the investigation described in Clause 8, where the Employer has concluded that discipline of the Member is warranted, the Dean of the Member's Faculty shall initiate the process by inviting the Member to a meeting. The letter of invitation shall state the time

and place of the meeting, and shall state that the Member has the right to have an Association representative at the meeting. The meeting shall take place within thirty days of the sending of the invitation.

- 9.1 A Member may respond in person or through an Association representative. Should a Member fail to respond to the invitation within ten days or fail to attend a meeting on the matter, without reasonable excuse, the Employer may proceed to reach its own conclusion about the matter and take commensurate disciplinary action.
- 9.2 At the meeting, the Employer shall provide the Member with details of the disciplinary measures proposed.
- 9.3 Any Grievance related to a suspension or dismissal shall start at Step 3.
- 9.4 A Member who is suspended shall receive full salary and benefits until any Grievance contesting such disciplinary action has been finally resolved through Arbitration or until the time for filing a Grievance has lapsed.
- 9.5 A Member who is dismissed shall receive a lump sum equivalent to four months full salary within five working days of the effective date of dismissal, such sum to be deducted from any retroactive salary ordered through Arbitration.
- 9.6 At an Arbitration or Grievance hearing, the onus is on the Employer to prove that the discipline is justified.

Institutionalized Member

- 10. A Member who is committed to an institution for a period of six months or less shall be given a Leave of Absence without pay for the period of confinement.
- 10.1 Notwithstanding Clause 10 above, a Member who is incarcerated prior to trial in a criminal matter shall continue to be paid full salary and benefits until the Member is found guilty or not guilty or the charge is withdrawn or stayed.

Sunset Provision

- 11. All warnings/reprimands and all documents associated with them shall be removed from the Member's Official File twenty-four months after the date on which the warning/reprimand was given to the Member, unless the Member has been given a similar warning/reprimand and does not successfully grieve the matter.

Restriction on Discipline

- 12. A Member may not be disciplined for violation of a rule, regulation or policy unless that rule, regulation or policy has been promulgated by the appropriate authority and does not violate this Collective Agreement.
- 12.1 No investigation under this Article shall be initiated by the Employer more than ninety days after it knew or ought to have known about the facts that could be the basis for discipline.

DURATION OF THE AGREEMENT

1. This Collective Agreement shall be in force, except where specific Articles provide otherwise, for four years from July 1, 1998 until June 30, 2002.

EDUCATION LEAVE

1. With the exception of Compassionate Leave, Court Leave, Pregnancy, Parental and Adoption Leave and Sick Leave, at least two years of full-time continuous service shall elapse between any two successive Leave periods, and a Member shall not be on Leave for more than twenty-four months in any seven-year period. These restrictions may be modified in individual cases by the Provost, on recommendation from the Dean, at the request of the Member. Approval of any such request shall not be arbitrarily withheld.
2. The purpose of Education Leave is to provide the Member with a period in which to pursue studies, or to undertake training or other activities, in order to expand or improve his or her qualifications in the area of Teaching. Such Leave shall not be granted merely to enable the Member to fulfil the requirement to maintain competence under Clause 9 of the Article *Academic Responsibilities of Members*, but may be granted where the Employer determines that the Leave will be of sufficient benefit to the Member's Department(s) or Facult(y)ies, and that the Leave will not interfere with the ability of the Department(s) or Facult(y)ies to meet its (their) operational requirements.
3. All Full-Time Members are eligible to apply for Education Leave.
4. An Education Leave shall not exceed one year.
5. Members granted an Education Leave shall be obliged to return to their previous position for a time equal to the period of the Leave. Should a Member not satisfy this condition, the Member shall be indebted to the Employer for the sum of the salary, benefits and pension contributions paid to the Member by the Employer during the Education Leave, unless the Employer waives such obligation.
6. A Member's full salary and benefits shall continue during an Education Leave provided that the Member's income from all sources does not exceed 100% of the Member's University of Western Ontario salary.
7. Responsibility for removal expenses and tuition costs lies with the Member. A Member whose application for Education Leave has been approved may request to have a portion of salary while on Education Leave paid as a Removal Expense. Insofar as the request is believed by the Employer to be in compliance with the Income Tax Act and Revenue Canada policy, the Employer will agree to such a request; however, the Member accepts responsibility for any subsequent adverse determination by Revenue Canada.
8. Sabbatical Leave credit will be earned during an Education Leave subject to the provisions of the Article *Sabbatical Leave*.

9. Any application for Education Leave shall be made by a Member to the Dean of the Member's home Faculty. The application shall describe in detail the plan for, and the objectives, duration, and expected benefits of the proposed Education Leave as well as the Member's duties and provisions for evaluation during and after the Leave. A Member shall apply in writing at least six months before the proposed Leave is to take effect.
10. Where a Member's Appointment is in a Department, the Dean shall consult with the Department Chair. The Employer shall then approve or deny the application. Such approval shall not be arbitrarily withheld and any decision not to approve the application shall be accompanied by written reasons.
11. Members on Education Leave are not eligible for consideration for Promotion while on Leave. However, the record of activity in Teaching, Research, and Service during the Education Leave shall be included if a participant is subsequently considered for Promotion.

ELECTED PUBLIC OFFICE LEAVE

1. Members who become candidates for full-time public office shall be granted on request a paid temporary Elected Public Office Leave for the duration of the election campaign. Such a request must be made to the Dean as soon as the Member has decided to become a candidate.
2. A Member campaigning for election to public office shall speak and write as a private citizen and not as a representative of the University.
3. A Member who is elected to full-time public office shall be granted Elected Public Office Leave without salary or benefits for the duration of the public office term. The Member may elect to pay the cost of benefits and/or pension contributions during the period of the Leave. During the Leave, the Employer will not contribute towards the cost of benefits, including pension.
4. The Elected Public Office Leave shall end when the Member's first public office term expires or, if the Member successfully seeks subsequent terms of office, at the end of five years, whichever is longer. A Member who seeks public office or who seeks to stay in public office for more than five years, and who has not resigned, shall cease to be an employee of the University at the end of the fifth year in office.
5. The Member, upon both making a request to the Dean and returning to the workplace no later than two weeks following the expiry of the Leave, shall be reinstated in his or her previous academic Appointment.
6. A Member on Elected Public Office Leave is not eligible for consideration for Tenure and/or Promotion. If a Member on a Probationary Appointment takes an Elected Public Office Leave that demonstrably and seriously interferes with the performance of duties relevant to consideration for Tenure, the Probationary period shall be extended by the period of the Leave, upon the Member's request and with the approval of the Provost. Such a request must be made to the Provost within thirty days of return from the Elected Public Office Leave.

EMERGENCY SUSPENSION

1. Notwithstanding the provisions of the Article *Discipline*, the President or designate may suspend a Member with full pay where:
 - a) the Employer has grounds to believe that the failure to take the action outlined herein would result in significant physical harm to a person(s) associated with the University or significant harm to University property or data or to property or data of members of the University community on the University campus; and
 - b) the Employer has considered all reasonable alternatives to suspension.
2. Where an Emergency Suspension has taken place,
 - a) the basis of the Employer's actions shall be fully disclosed to the Member affected and the Association; and
 - b) the Member affected and the Association shall be given an opportunity to address the basis for the Employer's actions, should they choose to do so, and to suggest alternatives to the suspension; and
 - c) the suspension of the Member under the provisions of this Article shall be for a period no longer than necessary to address the concern of the Employer in Subclause paragraph 1 a) hereof.
3. Grievances under this Article shall begin at Step 2.

EMPLOYMENT EQUITY

1. Only candidates who meet criteria for academic and professional excellence shall be considered for Appointment to positions in the Bargaining Unit.
2. The Parties agree that the University would better advance the essential functions of the University, namely the pursuit, creation and dissemination of knowledge through Teaching and Research, if the diverse composition of Canadian society were well represented in the Bargaining Unit. Therefore the Parties agree to work towards increasing the proportion within the Bargaining Unit of members of under-represented groups, to improve their employment status and to ensure their full participation in the University community.
3. The Parties therefore endorse the principle of equity in employment and agree to cooperate in the identification and removal of all barriers to the recruitment, selection, hiring, retention, and promotion of women, aboriginal peoples, persons with disabilities and visible minorities, and other categories as may be designated in Federal and Provincial human rights legislation or agreed to by the Parties.
4. Based on a process of voluntary self-identification, the Employer shall maintain an ongoing employee data base to identify membership in the designated groups.
5. The Employer agrees to use search procedures to find qualified members of under-represented groups, including:
 - a) advertisements placed in *University Affairs* and the *Canadian Association of University Teachers (CAUT) Bulletin* or its successor, and other relevant professional journals and national newspapers, and sent to associations or contact groups representing the designated groups, stating that the University is committed to employment equity and welcomes applications from all qualified women and men, including visible minorities, aboriginal people and persons with disabilities. Copies of all such advertisements will be transmitted to the office responsible for employment equity matters in the University;
 - b) letters from the appropriate Dean and/or Chair, as applicable, to their equivalents in other Canadian universities inviting qualified women, visible minorities, aboriginal people and persons with disabilities to apply for advertised positions;
 - c) other measures as authorized by the Dean, in consultation with the Chair of the Department or Director of the School searching for candidates, and the office responsible for employment equity matters in the University.

6. When making a recommendation to the Dean, the Appointments Committee or equivalent shall make a report on the search process which will include:
 - a) the total number of applicants and the number with doctorates or other appropriate professional qualifications, the numbers of male and female applicants and, where known, the same information for applicants from the other designated groups; and
 - b) a ranked short-list which formally presents the qualifications of each candidate and the reasons for the ranking. The Committee shall review this report before recommending any formal offer of Appointment.
7. The criteria used to evaluate candidates for Appointment, renewal, Promotion and Tenure shall not allow for systematic discrimination against members of designated groups.
8. The Employer shall fill and maintain the full-time position of Director of Equity Services and provide support for that position.
9. The Employer shall supply all Members chosen to serve on Appointments and Promotion and Tenure Committees with written information about the equity context and application of relevant Federal and Provincial legislation and of University policies. Members shall familiarize themselves with such information as a condition of serving on such Committees and, to that end, shall be encouraged to attend information sessions organized jointly by the Employer and the Association. The Parties shall agree on the program for such sessions and may call upon the Office of Equity Services for assistance.
10. The Parties agree to establish an Employment Equity Committee. This Committee shall consist of: two representatives appointed by the Association at least one of whom shall be a member of one of the designated groups; and two representatives appointed by the Employer, at least one of whom shall be a member of one of the designated groups; the Director of Equity Services shall be a non-voting member. A representative of the Association and a representative of the Employer shall serve as co-chairs of the Committee.
11. The Employment Equity Committee shall be advisory to the President's Standing Committee on Employment Equity and shall:
 - a) serve as a vehicle for discussions between the Parties concerning the development, implementation and monitoring of such equity programs as are or may be required by law, or by University policy and this Collective Agreement;
 - b) periodically review the criteria for the evaluation of candidates for Appointment, renewal, Promotion and Tenure, and the implementation of these criteria, to determine whether either the criteria or practices systematically discriminate against members of designated groups;

- c) consider, after completion of an annual statistical survey and analysis by the Office of Equity Services and the Committee, whether or not, and to what extent, there are inequities in the representation of designated groups within the Membership of the Bargaining Unit;
- d) consider whether or not there are other groups of persons who have a reasonable, just and demonstrable claim for consideration, in addition to the individual protections provided to them pursuant to the Article *Non-Discrimination/Harassment*. If the Employment Equity Committee identifies such situations, it may bring forward recommendations to the Association and the Employer for consideration;
- e) prepare and submit an annual report, including the statistical survey analysis and recommendations, to the Employer and Association. The Employer shall release the report to the University community and to the President's Standing Committee on Employment Equity.

ENTRY OR RETURN OF ACADEMIC ADMINISTRATORS TO THE BARGAINING UNIT

1. Any Academic Administrators who are excluded from the Bargaining Unit by virtue of their office shall, upon completion of their term of office or resignation or removal therefrom take up Membership in the Bargaining Unit as Full-Time Members in the Faculties or Departments in which they hold continuing Appointments.
- 1.1 Upon completion of their term of office, Academic Administrators shall be entitled to a period of Modified Alternative Workload, which shall be a period of Alternative Workload of two months for each year served, to a maximum of twelve months. This arrangement shall allow a Member who has served as an Academic Administrator to devote himself or herself to Research and/or Teaching, either exclusively, or to a greater extent than expected for a Member with a Normal Workload. Such a period of Modified Workload shall be arranged using the provisions of the Article *Alternative Workload*, with the exception of the provisions in Clauses 2 and 2.1 of that Article, and shall be agreed to at the time of Appointment to the position. Sabbatical Leave eligibility shall not be accumulated during the period the Member serves as an Academic Administrator.
2. Subject to the provisions of Clauses 8.3 c) and 15.2 b) of the Article *Appointments*, Members shall not be displaced from their Faculties or Departments by reason of the return of Academic Administrators to the Bargaining Unit.

EXCHANGE LEAVE

1. With the exception of Compassionate Leave, Court Leave, Pregnancy, Parental and Adoption Leave and Sick Leave, at least two years of full-time continuous service shall elapse between any two successive Leave periods, and a Member shall not be on Leave for more than twenty-four months in any seven-year period. These restrictions may be modified in individual cases by the Provost, on recommendation from the Dean, at the request of the Member. Approval of any such request shall not be arbitrarily withheld.
2. An Exchange Leave occurs when a regular Full-Time Member participates in an exchange program with another university with whom the Employer has an exchange agreement. In such instances, the Member is replaced by a faculty member from the other university. While on an Exchange Leave a Member's distribution of Academic Responsibilities remains the same as if the Member were not on Leave unless arrangements have been made under the Article *Alternative Workload*.
3. All Full-Time Members are eligible to apply for an Exchange Leave. Such a Leave may be granted where the Employer determines that the Leave will be of sufficient benefit to the University, and that the Leave will not interfere with the ability of the Member's Department(s) or Facult(y)ies to meet its (their) operational requirements.
4. Participants in the exchange program need not be from the same discipline.
5. The salaries and benefits of the participants will be the responsibility of their respective home universities.
6. An Exchange Leave shall not exceed one full year.
7. Responsibility for removal expenses lies with the Member. A Member whose application for Exchange Leave has been approved may request to have a portion of his/her salary while on Exchange Leave paid as a Removal Expense. Insofar as the request is believed by the Employer to be in compliance with the Income Tax Act and Revenue Canada policy, the Employer will agree to such a request; however, the Member accepts responsibility for any subsequent adverse judgement by Revenue Canada.
8. Sabbatical Leave credit will be earned during this Leave, subject to the provisions of the Article *Sabbatical Leave*.
9. Any application for Exchange Leave shall be made by the Member to the Dean of the Member's home Faculty. The application shall describe in detail the duration, nature and expected benefits of the exchange, including provisions for evaluation during and after the exchange, and shall include the *curriculum vitae* of the other participating faculty member. A Member shall apply in writing at least six months before the proposed Leave is to take effect.

10. Where a Member's Appointment is in a Department, the Dean shall consult with the Department Chair. The Employer shall then approve or deny the application. Such approval shall not be arbitrarily withheld and any decision not to approve the application shall be accompanied by written reasons.
11. Members on Exchange Leave are not eligible for consideration for Promotion and/or Tenure while on Leave. In the case of a Member on a Probationary Appointment the period of the Exchange Leave is included in the term of the Appointment. The record of activity in Teaching, Research, and Service during the Exchange Leave shall be included if/when a participant is subsequently considered for Promotion and/or Tenure.

FINANCIAL EMERGENCY

General

1. A state of Financial Emergency occurs when the Financial Commission referred to in this Article determines that substantial and recurring financial deficits or losses, determined or projected by generally accepted accounting principles, will persist for more than two years and will threaten the continued functioning of the University.
2. No Probationary or Tenured Member shall be terminated, dismissed, suspended or otherwise penalized with respect to terms and conditions of employment as a result of a state of Financial Emergency having been declared and confirmed pursuant to the procedures described in this Article; however, Members may be laid off in accord with this Article if a state of Financial Emergency has been declared and confirmed pursuant to the procedures described in this Article. Such layoff shall be Campus-wide in accord with Clause 9.
3. The expectation of short-term deficits is not Financial Emergency.
4. A determination of Financial Emergency pursuant to Clause 8.5 may be made only once with regard to any Fiscal Year and shall not be made more than two years in advance of that Fiscal Year.
5. A state of Financial Emergency shall terminate at the end of the Fiscal Year subsequent to the Fiscal Year of its determination.
6. The costs incurred by the Financial Commission shall be paid by the Employer.

Assertion of Financial Emergency

7. When the President considers that the financial situation of the University is severe enough that a state of Financial Emergency leading to layoffs may exist, the President shall give written notice thereof to the Board of Governors and the Association. As of the date of such notice, the procedures specified in this Article shall apply: no new Members may be appointed and salary and benefit increases to Members that have been negotiated but not implemented shall be suspended.
 - 7.1 Within two working days of giving notice under Clause 7, the Employer shall forward to the Association the financial documentation upon which the President's concerns were based.
 - 7.2 Within ten working days of the notice specified in Clause 7, the Parties shall establish the Financial Commission described in Clause 8.1 below.

Evaluation of Financial Situation

8. The Financial Commission shall meet to consider the possible Financial Emergency as specified in the President's formal notice and whether to confirm or deny that a Financial Emergency exists.
- 8.1 The Financial Commission specified in Clause 7.2 shall be composed of three members, one chosen by the Employer, one chosen by the Association and a Chair chosen by both the Employer and the Association. If the Parties cannot agree on the Chair, the Chief Justice of Ontario shall be asked to select the Chair.
- 8.2 The onus of proof shall be on the Employer to establish to the satisfaction of the Financial Commission that the state of Financial Emergency exists according to the assertion made in Clause 7 and within the meaning of this Article.
- 8.3 The Financial Commission shall inquire into and answer each of the following, as well as any other matters it considers relevant:
 - a) whether the University's financial position constitutes a *bona fide* financial emergency such that deficits projected by generally accepted accounting principles are expected to continue for more than two Fiscal Years;
 - b) whether in view of the essential functions of the University as defined in the Article *Academic Responsibilities of Members*, the laying-off of Members is a reasonable type of cost-saving and whether all reasonable means of achieving cost-saving in other areas of the University's expenditures have been explored and taken into account;
 - c) whether all reasonable means of improving the University's revenue position have been explored and taken into account;
 - d) whether all reasonable efforts have been made to secure further assistance from the Provincial Government; and
 - e) whether all reasonable means have been taken to reduce costs through Members' voluntary early retirement, voluntary resignation or voluntary Reduced Responsibility.
- 8.3.1 The Financial Commission shall have access to any University documents, data and records that it considers relevant to its inquiries.
- 8.4 The Financial Commission shall conduct its inquiries, including receiving the submissions of the Employer and the Association, within sixty days of its Appointment and shall report within thirty days of receiving the final submission.

- 8.5 If the Financial Commission determines that a Financial Emergency exists, its report shall specify the amount of annual reduction required in the budgetary allocation to salaries and benefits of Members over the period of Financial Emergency. The Employer may reduce the budgetary allocation for salaries and benefits of Members by laying off Members, but such reduction shall not exceed the amount of the reduction specified by the Financial Commission.

Implementation

9. The implementation of layoffs shall be supervised by a three person subcommittee of the Joint Committee on Implementation: one chosen by the Employer, one chosen by the Association and a Chair chosen by the other two subcommittee members. The subcommittee shall verify that layoffs are consistent with the principles set out in this Clause before they are implemented.
- 9.1 Subject to Clause 9.2, Members shall be laid off across the Bargaining Unit regardless of discipline, rank, tenure status, Appointment status, length of service or performance.
- 9.2 The number of days of layoff shall be determined as follows:
- a) a Nominal Annual Salary (NAS) shall be determined for each Member. For Members holding a Full-Time Appointment, the NAS shall be the regular annual salary on the date the Financial Emergency was verified. For other Members, the NAS shall be three times the salary payable in the term in which the date the Financial Emergency was verified falls;
 - b) a Standard Number of Days (SND) of layoff shall be determined. The actual number of days of layoff required of each Member shall be as follows:
 - (i) Members whose NAS does not exceed two-thirds of the Floor Salary for Assistant Professors shall not be laid-off;
 - (ii) Members whose NAS equals or exceeds four-thirds of the Floor Salary for Assistant Professors shall be required to take the Standard Number of Days of layoff, rounded down to the nearest half day;
 - (iii) Members whose NAS is between two-thirds and four-thirds of the Floor Salary for Assistant Professors shall be required to take the number of days of layoff given by the following formula

$$\frac{\text{NAS} - (.67 \times \text{Asst. Floor})}{.67 \times \text{Asst. Floor}} \times \text{SND}$$

rounded down to the nearest half day. (Asst. Floor is the Floor Salary for Assistant Professors.);

- c) Regardless of when the days of layoff are taken by Members, each Member's salary shall be temporarily reduced by an amount equal to 0.4167 percent for each day of layoff required,¹ and such reduction shall remain in effect during the term of the verified Financial Emergency;
 - d) During a period when Members' salaries are reduced by virtue of the imposition of layoff, all benefit plans which are salary-related, including but not limited to pensions and life insurance coverage, shall continue to be based on Members' unreduced salaries, and all applicable Employer and Member contributions to such plans shall continue to be made on the basis of unreduced salaries;
 - e) The Standard Number of Days of layoff shall be that number required to achieve the reduction in the budgetary allocation to salaries and benefits for Members specified by the Financial Commission.
- 9.3 Members shall be notified of the number of their layoff days within thirty days of the date on which the subcommittee is established under Clause 9.
- 9.4 Members shall schedule layoff days so as to avoid interference with scheduled academic activities.
- 9.5 In accord with Clauses 4 and 5 of this Article, when a second or further assertion of Financial Emergency is not made, the Employer shall, at the conclusion of the period of Financial Emergency, restore all salaries to their pre-layoff level, including negotiated salary and benefit increases suspended under Clause 7.

Consecutive Financial Emergency

10. Should the Employer believe that declaration of a consecutive Financial Emergency is necessary to meet a continuing budgetary crisis, the President shall, within thirty days after the close of the period for which the verified Financial Emergency was declared, deliver the notice specified in Clause 7, which shall trigger the verification process of this Article. If no such notice is given, then the provisions of this Article shall not be triggered for one full Fiscal Year.
- 10.1 It is understood and agreed to by the Parties that contract negotiations may take place during an asserted and/or verified Financial Emergency by mutual consent of the Association and the Employer. The Parties agree that if the term of this Collective Agreement ends during an asserted or verified Financial Emergency, the provisions of this Collective Agreement shall remain in force until the end of such emergency, or until the Parties agree by mutual consent to undertake contract negotiations. In the event that consecutive Financial Emergencies are declared, the provisions of this contract shall

¹ 0.4167% is 1/240. Assume 20 "working days" in each month.

remain in force until such time as a verified Financial Emergency has passed and no further assertions of Financial Emergency are made as provided for in Clause 10, or until the Association and Employer agree by mutual consent to undertake contract negotiations.

GRIEVANCE AND ARBITRATION

General

1. The Parties agree to attempt to resolve disputes arising from this Agreement informally, amicably and promptly.
2. All offers of settlement shall be kept confidential and are without prejudice.
3. There shall be no reprisals of any kind taken against any Member because of the Member's participation in the Grievance and Arbitration procedure under this Agreement.
4. No Grievance may proceed to Step 1 unless it has been assumed by the Association.
5. All written communications pursuant to this Article shall be by registered mail or receipted hand delivery and receipt of notification shall be deemed to be the date of delivery of such communications.

Definitions

6. A Grievance is any dispute or difference between the Parties arising from the application, interpretation, administration, or alleged violation of this Agreement, including any question as to whether the matter is arbitrable.
7. For the purposes of interpretation of this Article, the meaning of "event" shall include the event, identification of a pattern of events, decision or other determination which is the subject of a Grievance.

Types of Grievance

8. An *Individual Grievance* is a Grievance initiated by a single Member against the Employer. Only one Grievance concerning the same facts, incidents and alleged violation of this Agreement will be recognized. Where Grievances are similar, the Parties agree to make the necessary arrangements to hear the Grievances as a Group Grievance.
- 8.1 A *Group Grievance* is a Grievance involving the same issue in dispute initiated by two or more Members against the Employer. The Grievance shall name only the Members who have given written consent to be named therein. The withdrawal of any Members from a Group Grievance does not thereby terminate the Grievance.
- 8.2 A *Policy Grievance* is a grievance involving the interpretation, application or alleged violation of this Agreement initiated by the Association against the Employer or by the Employer against the Association.

Application

9. The following Grievances shall be filed at Step 2 of this Article:
 - a) Policy Grievances;
 - b) any Grievances for which a provision of this Agreement specifies that such Grievances shall be initiated at Step 2.

Time Limits

10. Any time limits in this Article may be extended by agreement between the Parties. If the grievor or the Association fails to act within the time limits set out at any of the stages or steps of the Grievance and Arbitration procedure and has not within that period requested and been granted an extension of time from the Employer, the Grievance will be considered abandoned. If the Employer or its representative(s) fail(s) to reply to a Grievance within the time limits set out at any of the stages or Steps of the Grievance or Arbitration procedure, and has not within that period requested and been granted an extension of time from the Association, the grievor and the Association may submit the Grievance to the next step of the procedure.
- 10.1 One or more steps in the Grievance procedure may be omitted upon the written agreement of both Parties.

Informal Resolution

11. Except as otherwise specified in Clause 9 above, a Member or Group of Members must attempt to resolve a dispute by informal discussion with his/her/their Dean/Associate Dean before the initiation of a formal Grievance. A meeting shall be convened by the Dean/Associate Dean in order to deal with the matter. Normally this meeting will involve the Dean/Associate Dean and the Member only. The Member or Group of Members presenting the complaint(s) has the right to have the Association and/or an Academic Colleague present at this meeting, and to have Association representation at his/her/their request. The Dean/Associate Dean may be accompanied by another representative of the Employer.
- 11.1 If the dispute is resolved at the informal stage, the matter shall be reduced to writing by the Dean/Associate Dean within ten days of the meeting at which the complaint was discussed and the Member's or Members' signature(s) shall confirm his/her/their acceptance of the resolution.
- 11.2 In the event that the Member(s) and the Dean/Associate Dean cannot resolve the dispute, the Dean/Associate Dean shall, within five days of the informal meeting, forward in writing to the grievor reasons for denying the complaint.

Formal Grievance Process

Step 1

12. Where there is no resolution at the Informal stage the Association may decide to proceed with a formal Grievance. The Grievance must be filed with the Dean/Associate Dean in writing within fifteen days of the expiry of the time limits specified in Clause 11 above, or within thirty days of the Member knowing of, or of when the Member ought reasonably to have known of, the event which is the subject of the Grievance, whichever is later. The Grievance should set out the event which is the subject matter of the Grievance, specify the Article or Articles or right which has or have been allegedly breached, and identify the remedy sought.
- 12.1 The Dean/Associate Dean or designate, who may be accompanied by another representative of the Employer, shall meet with the grievor(s) and the grievor(s)' Association representative within ten days from the receipt of the Grievance. The Member also has the right to be accompanied by an Academic Colleague at the meeting with the Dean/Associate Dean or designate pertaining to the Grievance. The Dean/Associate Dean or designate shall forward his/her written decision to the Association within five days of such meeting. A decision to deny the Grievance shall specify reasons for denying the Grievance.
- 12.2 If the Grievance is resolved at this Step, such settlement shall be reduced to writing and countersigned by the grievor, the Association representative and the Dean within five days after the date of the Step 1 meeting.

Step 2

13. Failing a resolution at Step 1, the Grievance may proceed to Step 2 within five working days of receipt of the decision at Step 1. A Grievance filed at Step 2 shall be submitted in writing to the Provost. The submission shall contain, in addition to the information provided in Step 1 (if there was such a Step), any correspondence or other documents presented at Step 1 and the written disposition thereof.
- 13.1 Grievances initiated at Step 2 under Clause 9 above must be filed within thirty days of the event giving rise to the Grievance, or within fifteen working days of the date upon which the grievor knew or ought reasonably to have known of the event, whichever is later.
- 13.2 The Provost or designate, who may be accompanied by another representative of the Employer, shall meet with the grievor(s) and up to two Association representatives within ten days from the receipt of the Grievance.
- 13.3 The Parties agree to provide copies of all documents relevant to the subject matter of the Grievance at least two days prior to the Step 2 meeting.

- 13.4 If the Grievance is resolved at this Step, such settlement shall be reduced to writing and countersigned by the grievor, the Association representative and the Dean within ten working days after the date of the Step 2 meeting.
- 13.5 If no settlement is reached at Step 2 the Provost or designate shall within five days after the date of the last meeting under Clause 13.2 forward his/her written decision, with reasons, to the Association.

Step 3: Arbitration

14. If no settlement is reached at Step 2, the Association may submit the Grievance to Arbitration within ten days of receipt of the Step 2 response as follows:
- 14.1 Appointment of the Arbitrator: Except in cases involving the termination of employment for cause, or the denial of Tenure, or where the Parties agree to the selection of an Arbitration Board, upon receipt of a notice of intention to proceed to Arbitration, the Employer and the Association shall select one Arbitrator from the list of Arbitrators in Appendix C of this Agreement. Unless otherwise agreed, Arbitrators shall be selected on a rotating basis from the list. The appointment of the Arbitrator shall be conditional upon the Arbitrator's agreeing that the award shall be delivered within sixty days of the completion of the hearing (unless the Parties agree otherwise) and that no account shall be rendered until the final award has been rendered.
- 14.2 Arbitration Board: Where the Parties agree or if the case to be arbitrated concerns the termination of a Member's employment for cause or the denial of Tenure, a Grievance may be submitted to an Arbitration Board. Notification shall be provided in writing to the other Party, within twenty-one days of the decision to proceed to Arbitration, indicating the name of an appointee to an Arbitration Board. The third member of the Arbitration Board, who shall be the Chair of the Board, shall be selected by the Parties from the list of Arbitrators in Appendix C of this Agreement. The Appointment of the Chair shall be conditional upon the Chair's agreeing that the award shall be delivered within sixty days of the completion of the hearing (unless the Parties agree otherwise) and that no account shall be rendered until the final award has been rendered. The decision of the majority is the decision of the Arbitration Board, but, if there is no majority, the decision of the Chair governs. Appointments from within the University community to the Arbitration Board shall be unpaid and shall be deemed equivalent to Service on other University committees.
- 14.3 Duties and Powers of the Arbitrator or Arbitration Board: An Arbitrator or an Arbitration Board, as the case may be, has the powers of an Arbitrator or an Arbitration Board under the Ontario Labour Relations Act, but has no jurisdiction to alter, amend, add to or subtract from this Agreement or to render a decision inconsistent with its terms.

- 14.4 Costs of Arbitration: Both Parties agree to pay 50% of the fees and expenses of the single Arbitrator. In the case of an Arbitration Board, the Parties agree to pay the fees and expenses of their respective appointees and 50% of the fees and expenses of the Chair of the Arbitration Board.

Other

15. No minor technical irregularity or error shall prevent the substance of a Grievance being heard and determined on its merits, nor shall it affect the jurisdiction of the Arbitrator.
16. Any Grievance initiated or in process between the expiry date of this Agreement and the ratification of a new Agreement between the Parties may proceed to Arbitration in accord with the terms of this Agreement.
17. In this Article, "days" means "working days" for periods up to and including fifteen days, and "calendar days" for periods longer than fifteen days.

HEALTH AND SAFETY

1. The Employer and the Association agree that the protection of the health and safety of Members and other persons in the workplace is an important matter of mutual concern and that both the Employer and the Members have responsibilities as delineated in the Occupational Health and Safety Act (hereinafter "the Act").

Responsibilities of the Employer

2. The Employer shall comply with the provisions of the Act.
- 2.1 In keeping with these provisions, the Employer reserves the right to establish and enforce such standards, rules, regulations, policies and procedures as may be considered necessary for workplace health and safety.
- 2.2 The Employer shall inform all Members and the Joint Occupational Health and Safety Committee (see Clause 4) of any standards, rules, regulations, policies or procedures established by The University of Western Ontario to protect the workplace health and safety of employees.

Responsibilities of Members

3. Members shall work in compliance with the provisions of the Act and in compliance with the standards, rules, regulations, policies or procedures specified by the Employer (see Clause 2.2). They shall also insist that all persons under their supervision follow the same standards, rules, regulations, policies or procedures, and shall notify the Employer of any non-compliance.
- 3.1 Members shall follow safe working practices in carrying out their responsibilities and shall follow the standards, rules, regulations, policies or procedures regarding the use of personal protective equipment in the workplace.
- 3.2 Members shall advise Chairs, or Deans in Faculties without Departments, of any circumstances which come to their attention that may place the health and safety of Members and/or other persons at risk in the workplace.

The Joint Occupational Health and Safety Committee

4. The Employer and the Association agree to participate in the Joint Occupational Health and Safety Committee (JOHSC) in accord with the Committee's terms of reference as determined by the Employer, the Association and other employee groups. The JOHSC shall report to the University Health and Safety Committee.

- 4.1 The Association shall have the right to appoint two representatives to the JOHSC.
- 4.2 The JOHSC shall support the health and safety measures of the Department of Occupational Health and Safety and shall draw the attention of the Employer to any egregious or repeated violations of the Department's compliance orders. Prior to drawing the attention of the Employer to such violations, the JOHSC may invite Employer representatives, Members or other persons to appear before it to explain the lack of compliance.
- 4.3 Any member of the JOHSC may initiate formal discussion within the Committee on a matter of workplace health and safety. He or she may do so by writing to either of the co-chairs of the JOHSC in advance of the meeting at which the discussion is to take place or, where circumstances warrant immediate notice, by raising the concern at a meeting of the JOHSC.

IMPLICATIONS OF TECHNOLOGY

Alternative Learning Technologies

1. For the purposes of this Article, Alternative Learning Technologies (ALTs) are technologies that provide alternative modes of delivering courses or components of courses. A course taught using ALTs shall refer to a course taught in whole or in part through ALTs. The creation of a course taught through ALTs shall also include the modification of a course taught through ALTs, conversion of a course from traditional instructional methods to ALTs, and conversion from one ALT to another. ALTs include but are not limited to: correspondence courses; distance education; courses which are videotaped, recorded, broadcast or televised; and courses delivered in whole or in part by technologically-enhanced instruction such as computer-mediated conferencing, electronic mail, teleconferencing and the Internet.
2. Courses using Alternative Learning Technologies may be part of the assigned teaching load of a Member, and any alteration in load arising from the creation or presentation of such courses shall be recognized as part of the Member's Workload. In determining Workload, consideration will be given to any additional demands placed on Members who teach courses primarily by ALTs.
- 2.1 The introduction of a credit course or courses using ALTs in a Unit shall be subject to the Unit's normal collegial decision making. This requirement shall not preclude the introduction of ALTs into courses by individual Members.
3. Every reasonable effort shall be made to assign courses using ALTs in a manner consistent with the desires of Members and their familiarity with the required technology. The Chair and Dean (if applicable) shall consider the innovative nature of the course, the Member's familiarity with the technology used to deliver the course, and the availability of technological and human resources.
- 3.1 The creation or delivery of credit courses using ALTs, other than as part of regular or specially assigned duties of a Member, shall occur through Limited-Duties Appointments, according to the provisions of the Article *Appointments*.
4. Members assigned to teach courses using ALTs shall have access to training and resources provided by the Employer in order to facilitate the creation and conduct of such courses. Furthermore, Members shall be notified of the resources available to them.

Joint Subcommittee on Implications of Technology

5. There shall be a Joint Subcommittee on Implications of Technology (JSIT) consisting of three persons representing the Employer and three Members representing the Association.

6. At least two representatives of the Employer and two representatives of the Association shall be present at any meeting of the Joint Subcommittee.
7. Meetings of the Joint Subcommittee shall be chaired alternately by a representative of the Employer and the Association.
8. The Joint Subcommittee shall meet once each academic term. Meetings may be cancelled by mutual agreement of the Employer and the Association, and additional meetings may be held by mutual agreement of the Employer and the Association.
9. The Joint Subcommittee shall discuss matters raised by either the Employer or the Association relating to the use of new technologies by Members in fulfilment of their Academic Responsibilities.
- 9.1 Where changes in existing practices with respect to computing and information technology may have a significant impact on the Academic Responsibilities of Members, proposals for changes in existing practices shall be communicated in writing by the Provost or designate to the Association with a copy to each member of the JSIT. Such proposals shall be provided sufficiently in advance of implementation to allow the Joint Subcommittee to meet and consider the proposed changes before they are implemented.
10. The Joint Subcommittee shall have no power to interpret or modify the provisions of this Collective Agreement, but may recommend to the Employer and the Association changes to procedures for the application of this Collective Agreement, or changes to the Collective Agreement.
11. The Joint Subcommittee shall cease to exist upon expiry of this Collective Agreement.

INCOME SECURITY

Compassionate Leave

1. The Employer shall grant Compassionate Leave to a Member when a death occurs in his or her Immediate Family. The Dean or designate shall determine the appropriate duration of the Leave after consultation with the Member, considering the need to make arrangements for and/or to attend the funeral or memorial service. Such Leave shall be with pay.
2. For this Article, Immediate Family is defined as the Member's spouse (including common-law partner) of the opposite or same sex, parent, step-parent, mother-in-law, father-in-law, grandparent, grandchild, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, step-child, foster parent, foster child or ward.
3. The Dean or designate may also grant Compassionate Leave for other grounds such as to attend the funeral of a friend or relative other than those specified in Clause 2, or to attend to urgent/critical health needs of the Member's Immediate Family. Such Leave shall be with pay.
4. A Member requiring Compassionate Leave shall notify the Dean or designate as soon as possible, providing the reasons for the Leave.

Sick Leave and Salary Continuance

5. The Employer shall provide the arrangements described in Clauses 6 through 20 of this Article to assist eligible Members who are absent from the workplace as a result of illness or injury.
6. A Full-Time Member who is absent from work as a result of illness or injury up to a maximum of fifteen consecutive calendar weeks (one hundred five consecutive calendar days) shall receive his or her actual salary, except as described in Clauses 6.1, 6.2 and 6.3.
 - 6.1 If there is a recurrence of the same or related illness or injury during the first four weeks following a Full-Time Member's return to work on a full-time basis from Sick Leave, the Member is entitled to the unused portion of the original fifteen week period of Sick Leave.
 - 6.2 If a Full-Time Member on Sick Leave is able to return to work on a part-time basis within the fifteen week period, the fifteen week Sick Leave period shall be extended by the amount of time actually worked by the Full-Time Member during the initial fifteen week Sick Leave period.

- 6.3 If a Full-Time Member becomes ill or injured while on Sabbatical Leave, the Member will continue to receive salary as outlined in Clause 8 in the Article *Sabbatical Leave*.

If a Full-Time Member's absence due to illness or injury continues beyond the fifteen consecutive calendar weeks of Sick Leave (one hundred five consecutive calendar days), the Sabbatical Leave shall be deemed to be terminated and the Full-Time Member will be entitled to Long Term Disability as outlined in Clauses 18 and 19 of this Article.

7. A Part-Time Member who is absent from work as a result of illness or injury shall receive his or her actual salary up to a maximum of fifteen calendar weeks (one hundred five calendar days) in any twelve-month period. Such Sick Leave may be taken to a maximum of eight calendar weeks (fifty-six calendar days) in any Term.
8. A Member shall report any illness or injury arising out of and in the course of his or her employment to his or her Dean or designate as soon as possible.
- 8.1 A Full-Time Member who is absent from work as a result of an illness or injury arising out of and in the course of his or her employment shall be paid his or her actual salary by the Employer for up to the first fifteen weeks of any such absence. Any benefits (not including a Non-Economic Loss Award) from the Workplace Safety and Insurance Board (WSIB) shall be paid to the Employer. Thereafter, if the Member continues to be entitled to such benefits, the Member shall receive the benefits directly from the WSIB.
9. A Member shall inform his or her Dean or designate as soon as reasonably possible of his or her absence due to illness or injury, the expected date of return to work, and any change to the expected date of return to work.
10. After an absence of one week, and when reasonably requested thereafter by the Employer, the Member shall provide a written statement to the effect that the Member is under the care of a Health Care Professional (as recognized by OHIP), describing the Member's ability to attend and perform work, and stating the estimated date of return to work.

Medical Documentation of Illness or Injury, and of Fitness to Work

11. The Employer reserves the right to require medical documentation of illness or injury and/or information relevant to the Member's ability to attend and perform work either from the Member and/or from a medical examination by a Health Care Professional whenever the Employer reasonably considers such documentation and/or information necessary. Should the Member's choice of Health Care Professional not be acceptable to the Employer, an additional medical examination may be carried out by Staff/Faculty Health Services. Any costs associated with documentation of medical examinations required by the Employer and not otherwise covered by Government or employer health plans shall be paid by the Employer.

12. Subject to any disclosure or report required by statute, nothing in Clause 11 of this Article shall require, permit or allow any disclosure of any medical information from the Office of Staff/Faculty Health Services, or any other Health Care Professional, other than those results of the examination referred to which pertain to the Member's ability to carry out his or her Academic Responsibilities.

Return to Work

13. Before a return to work following an illness- or injury-related absence of more than two weeks (fourteen calendar days), or where the Employer has reason to believe that the Member may be unable to return to work or that the Member may require accommodation, the Employer may require the Member to provide medical documentation as described in Clause 11 of this Article. This documentation shall confirm that the Member has been in the care of a Health Care Professional and that, in the opinion of the Health Care Professional,
- a) the Member is able to return to work without restrictions; or
 - b) the Member is able to return to work, with the nature and duration of any work restrictions described.
14. The Employer shall provide a collaborative return-to-work program for Members who are absent from the workplace as a result of illness or injury. The Association shall advise and assist Members regarding participation in this program. A Member shall participate in the program where it is appropriate to the Member's needs. The program will involve the joint efforts of the Member, a representative of the Association, the Member's Health Care Professional, the Member's Dean or designate, and the rehabilitation staff in the Department of Pensions and Benefits. If the return-to-work program involves assessments of physical ability by the Department of Pensions and Benefits or an independent third party, the costs of these assessments shall be paid fully by the Employer.
15. In all cases the return-to-work program shall be consistent with the Parties' duty to accommodate a Member's disability, short of undue hardship, in accord with the provisions of the Ontario Human Rights Code.
16. If a Member is to return to work with restrictions, the Member's Dean or designate shall contact the rehabilitation staff in the Department of Pensions and Benefits before the Member's return to work.
- 16.1 Following this contact, and normally before the Member's return to work, the Member, the Dean or designate and the rehabilitation staff from the Department of Pensions and Benefits shall meet to discuss any accommodations required for the Member's return to work. At the Member's discretion, he or she may be accompanied at this meeting by a representative of the Association. Any decisions or agreements resulting from this meeting shall be reduced to writing by the Department of Pensions and Benefits. This

record shall specify the nature of any work restrictions, and also the nature of any accommodations to be provided. Copies shall be provided to the Dean and the Member, and the Member's Chair, if applicable.

- 16.2 The Member shall be allowed sufficient time to consult the Association.
- 16.3 If the Dean, or designate, and the Member both confirm that the arrangements for return to work are appropriate, the Dean or designate, a representative of the Department of Pensions and Benefits and the Member shall sign copies of the arrangements.
- 17. Subject to Clause 15 of this Article, any accommodation required for a Member to return to work on a full- or part-time basis, with or without restrictions, shall be provided by the Employer through the Member's Home Unit.

Long-Term Disability (Full-Time Members Only)

- 18. If a Full-Time Member's absence due to illness or injury continues beyond the fifteen consecutive calendar weeks of Sick Leave, the Full-Time Member may qualify for the benefits described in Clause 18.1 or 18.2 below, but only in accord with, and to the extent of, the terms of legislation and/or the Long-Term Disability benefits (LTD) policy in effect.
- 18.1 For a disability resulting from workplace injuries or illnesses, the WSIB will pay the Member directly. The Member may also qualify for Canada Pension Disability benefits. Subject to the LTD policy, in the event that disability benefits from all sources are less than 85% of the indexed net salary in effect on the first day absent, the Member shall qualify for partial LTD from the University Group Disability Insurance program; or
- 18.2 For a disability resulting from non-work-related injuries or illnesses, the Member may be eligible for LTD through the University Group Disability Insurance program and Canada Pension Disability.
- 19. Notwithstanding any other provision of this Collective Agreement, if a Member continues to qualify for Workplace Safety and Insurance Board benefits or qualifies for LTD beyond the one hundred five day Sick Leave period, then the Member's Extended Health Plan, dental care, Visioncare, pension and basic life insurance benefits shall be continued and paid for by the Employer while the Member is covered by these programs.
- 20. **Retention of Previous Entitlements**

Full-Time Members employed before October, 1969, retain the unused portion of their Sick Leave coverage credited to them to June 30, 1972, up to a maximum of six months (twenty-six weeks). If, after an absence of fifteen weeks due to a non-occupational

illness or injury, a Member is unable to return to full-time employment, any unused accumulated Sick Leave credits up to a maximum of eleven additional weeks shall be used to pay the difference between the LTD and full salary.

INFORMATION AND PRIVACY

Information provided by the Employer

1. The Employer shall provide the Association with the following information in a mutually agreed upon paper or electronic form:
 - a) a list containing the name, Appointment status, rank, year of first Appointment, year of Appointment to current rank, birth date, gender, university address, and the nominal and actual salaries of each Member employed on July 1 of each year no later than October 1 of that year;
 - b) the name, Appointment status, rank, birth date, gender, university address and nominal and actual salaries, no later than three months following the effective date of Appointment or reappointment of each Member;
 - c) the names of all Members whose employment has terminated, the dates of terminations, and the categories of termination such as, but not limited to, dismissal, expiration of contract, resignation, retirement or death, within three months of termination;
 - d) the names and new ranks of Members who have received promotions, and the effective dates of such promotions, within three months of the effective date of such promotions; and
 - e) a list of all Members granted Leave for the present or next Academic Year or part thereof and the type of Leave granted, within three months of the granting of such Leaves.
2. The Employer shall provide the Association with the following information within one month of the information becoming available to the body or agent which normally receives the information, unless a different time is specified below. This requirement may be satisfied by publication of the following information on a University web site to which the Association has access:
 - a) agendas, notices of meetings and approved minutes (except for minutes of confidential sessions) of the Academic Staff Pension Board, the report concerning the Pension plans at the time of distribution, and a copy of the current Plan and any amendments to the Plan;
 - b) the quarterly reports provided to the Board of Governors pertaining to the University's financial position throughout the year;

- c) the annual audited statement of the University when this statement has been approved by the Board, including all appendices, supplements and ancillary documents;
- d) timely disclosure of the existence and scope of any University plans which could have a substantial impact on the employment conditions of Members;
- e) each University budget when released to the Senate;
- f) notice, agenda and accompanying exhibits for the public session of Board of Governors meetings when they are distributed to Board members and minutes of the previous meeting in public session after approval by the Board;
- g) the names and University addresses, if any, of all persons appointed or elected to positions on the Board of Governors and the Senate, together with the names of all persons appointed or elected to Board of Governors or Senate committees, with any terms of reference for those committees at the time of their election or appointment;
- h) such information about benefit plans, including but not limited to copies of relevant insurance policies, as may be reasonably required by the Association for the purposes of collective bargaining; and
- i) such other information as may be set out elsewhere in this Agreement that is required to be given.

3. The Employer may annually publish the name, rank, university affiliation and nominal and actual salary, together with any additional stipend, allowance or other taxable benefit for each Member, provided that all information is published for all Members and that the Employer publishes the corresponding information for all employees of the University with academic administrative positions at the level of Associate Dean or above. If such information is published, then all the information for all employees described in this Clause 3 shall be published simultaneously and in the same location or venue.

4. The Association and the Employer agree to review the proportions of Teaching of credit courses done by non-Members, Part-Time Members and Probationary and Tenured Members appointed for that purpose. The Employer shall provide to the Association, for the Fiscal Year commencing May 1, 2000, and annually thereafter, data which indicate the proportion of the Teaching that is done by:

- a) Part-Time Members;
- b) Probationary and Tenured Members;
- c) any other Members;
- d) non-Members.

The following data for each category shall be submitted to the Association by July 31 of each year:

- a) the number of credit courses taught; and
- b) the number of undergraduate and graduate students taught.

Information provided by the Association

- 5. The Association agrees to provide the Employer with the following information:
 - a) a list of all persons authorized to represent the Association to the Employer, updated within one week of any change;
 - b) a list of the officers and other members of the Executive Committee of the Association within one month of such membership being established; and
 - c) such other information as may be set out elsewhere in this Agreement that is required to be given.
- 6. The Association agrees to provide such general information about the activities of the Association to the Employer as the Association shall from time to time determine. Such information may include, but is not limited to:
 - a) a list of members of all standing committees of the Association;
 - b) notice of general meetings of the Association and copies of the agenda and approved minutes;
 - c) a copy of each Association newsletter or bulletin at the time of issuance to Association members; and
 - d) a copy of the current Constitution and By-laws of the Association, as amended from time to time.

This information may be provided in whole or in part by publication on the Association's public web site.

Privacy

- 7. The Parties agree to safeguard, as far as reasonably possible, the privacy of information, whether on paper or in electronic form, that is exclusively personal to, and in the possession of, individual Members.
- 8. The provisions of the *UWO Guidelines on Access to Information and Protection of Privacy, Manual of Administrative Policies and Procedures 1.23* (hereafter referred to as MAPP 1.23), effective date May 23, 1996, shall be incorporated into this Collective

Agreement as an appendix (Appendix D) and shall continue to apply to the Employer, the Association and the Members throughout the life of this Collective Agreement, except as specified in Clause 8.1.

- 8.1 In case of conflict between the provisions of MAPP 1.23 and the provisions of this Collective Agreement, the provisions of this Collective Agreement shall apply.

Correspondence

9. All regular correspondence between the Parties arising out of, or incidental to, this Collective Agreement, except where otherwise expressly provided, shall pass between the President of the Association (or designate) and the officer designated by the Employer. Such correspondence may either be delivered directly in paper or electronic form, or forwarded through the University's internal postal service. Any correspondence whose original bears a signature and which is delivered in electronic form shall be supplemented by a copy of the original delivered in paper form.

INSTITUTIONAL PERFORMANCE INDICATORS

1. For the purposes of this Article, a New Institutional Performance Indicator is any mode of data aggregation, designed to evaluate or compare the performance of a Unit or program, that has not been used by the Employer before the ratification of this Collective Agreement, or that the Employer proposes to use for a new purpose after the ratification of this Collective Agreement.
2. The Employer shall provide the Joint Committee, established under the Article *Joint Committee*, with any New Institutional Performance Indicator that it proposes to use in any submission to an Academic Review Committee established under the provisions of the Article *Closure or Reorganization of an Academic Unit*.
3. The Employer shall not use any New Institutional Performance Indicator as part of an Employer-initiated proposal submitted to Senate or the Board seeking to close, reorganize or merge, fully, partially or gradually, an academic Unit or program where such action would trigger the provisions of the Article *Closure or Reorganization of an Academic Unit*, unless the New Institutional Performance Indicator has already been supplied to an Academic Review Committee.
4. The Employer shall provide the Joint Committee with any New Institutional Performance Indicator that it proposes to use in materials provided to external reviewers engaged to advise any Chair Selection Committee established under the provisions of the Article *Department Chairs and Directors of Schools*.
5. Any New Institutional Performance Indicator provided to the Joint Committee shall be provided to the Committee sufficiently in advance of its use to allow the Committee to meet and consider the proposed New Institutional Performance Indicator before it is used.
6. If the Association has grounds to believe that a New Institutional Performance Indicator is invalid because, in whole or in part, it is inappropriate for the purposes for which it was designed, the Association may submit its objections to the Employer.

INTELLECTUAL PROPERTY

Definitions

1. For the purposes of this Article, and subject to Clause 18 of this Article, Intellectual Property is any outcome attributable to a Member's activity undertaken in fulfilment of the Member's Academic Responsibilities that has the potential to be protected (by patent or other statutory means other than by copyright alone) and which the Member wishes to be protected and/or exploited for commercial gain.
 - 1.1 Computer software developed, improved or written by a Member can be Intellectual Property if the Member wishes it to be protected and exploited for commercial gain. For the purposes of this Article, three classes of computer software Intellectual Property are recognized. These are:
 - a) computer software developed, improved or written by a Member which is an integral part of a larger item of Intellectual Property, and which is intended for use with non-computer software components. Such computer software shall be treated like all other forms of Intellectual Property for the purposes of this Article;
 - b) computer software developed, improved or written by a Member as part of duties undertaken in fulfilment of his or her Academic Responsibilities, which can be protected and/or exploited for commercial gain and which is not an integral part of a larger item of Intellectual Property. Such Computer software shall be designated Free Standing Computer Software Intellectual Property for the purposes of this Article, and shall be subject to the provisions of this Article; and
 - c) computer software developed, improved or written by a Member without making significant use of University resources, which can be protected and/or exploited for commercial gain, and which is not an integral part of a larger item of Intellectual Property. Such software shall be subject to the provisions of this Article.
2. For the purposes of this Article, Intellectual Property does not include any potentially protectable outcome of a Member's activity undertaken outside of the employment relationship, as long as the activity has been undertaken in accord with the provisions of Clause 9 of the Article *Conflict of Interest and Conflict of Commitment*.
3. For the purposes of this Article, Contract Arrangements are Research or other activities performed by a Member under a contractual arrangement between the Employer and an external body, where the contract yields full or partial rights of commercial use of the results of the Research or other activity to the external body.
4. For the purposes of this Article:
 - a) Net Income is Gross Income less Expenses; and

- b) "Intellectual Property Creator" (IPC) is the Member(s) responsible for creating an item of Intellectual Property.

4.1 Expenses means all direct costs and expenses actually incurred by the Employer or the IPC(s) and paid or owed to an arms-length third party (as "arms-length" is used in the Income Tax Act), with respect to the Intellectual Property for:

- a) obtaining and maintaining statutory protection for the Intellectual Property, including direct legal fees and filing and maintenance fees with applicable governmental and regulatory offices;
- b) any prototype development for the Intellectual Property (including the cost of laboratory supplies and the cost, charged at standard rates, of any technicians or similar personnel engaged in such prototype development); and
- c) exploiting the Intellectual Property for commercial gain, including travel expenses actually incurred by the IPC(s) and/or personnel of the Office of Industry Liaison, and other marketing expenses, freight and insurance costs incurred in transporting any goods or other material related to the Intellectual Property and any sales, use and other direct taxes and any customs duties and similar governmental charges incurred in respect of the use, sale, assignment, licensing or other disposition of the Intellectual Property and any goods and material related thereto.

4.1.1 Expenses shall not include any costs for time spent by Office of Industry Liaison personnel, the IPC(s) or other University personnel in activities referred to in Clauses 4.1 a), b) and c) of this Article or in any other activities related to the Intellectual Property.

4.2 Gross Income means:

- a) all revenues, receipts and other consideration, whether in cash or otherwise, paid, transferred or otherwise made available to the IPC(s) or the Employer from arms-length parties; and
- b) the consideration deemed to be received pursuant to the other terms of this Article, by the IPC(s) or the Employer from non-arms-length parties (as "non-arms-length" is used in the Income Tax Act) from the use, sale, assignment, licensing or other disposition, in accord with this Article, of the Intellectual Property.

Determination of Income and Expenses

4.2.1 Where the Employer or the IPC(s) receive(s) consideration from the use, sale, assignment, licensing or other disposition of Intellectual Property from a non-arms-length party, he/she will be deemed to have received the greater of:

- a) the value of the consideration paid; or

- b) the fair market value which would be received for that disposition of the Intellectual Property from an arms-length third party. This value shall be established by:
 - (i) the capital raised by an initial public offering, or provided by a private investor to fund a spin-off company created to exploit the Intellectual Property for commercial gain; or
 - (ii) agreement between the Employer and the IPC(s).

4.2.2 Where the fair market value in 4.2.1 b) cannot be established through the provisions of 4.2.1 b) (i) or (ii), the Dispute Resolution process described in Clauses 22 and 23 of this Article shall be used.

4.2.3 In cases where the consideration is not payable in cash but in some other form, whichever of the Employer or the IPC(s) is entitled to receive a share of the consideration from the other(s) shall have the option of receiving:

- a) its share of the consideration in the form initially received by the Employer or the IPC(s) as the case may be; or, if the Parties agree,
- b) the value of that consideration as determined by agreement between the Employer and the IPC(s).

4.3 Where the Employer enters into contracts with third parties who use different definitions of Net and Gross Income, the definitions in such third party contracts will be used to determine the value of the Net Income to be distributed between the Employer and the IPC(s) under the provisions of Clauses 10 or 11 of this Article. Before the Employer enters into contracts with third parties that use different definitions of Net and Gross Income, both the Employer and the IPC(s) must have approved the use of the different definitions.

4.4 All determinations of what to include in the operating and capital budgets and all determinations regarding amortization of capital expenditures will accord with accepted general accounting practices. Profit, loss and carry forward determinations shall accord with accepted accounting practices.

4.5 Subject to the provisions of Clause 4.4 of this Article, if in any Fiscal Year Expenses exceed Gross Income, then the negative Net Income shall be carried forward as an Expense into the next Fiscal Year.

4.6 Subject to the provisions of Clause 4.4 of this Article, where both the Employer and (an) IPC(s) are carrying forward Expenses from previous years (for example, where either the IPC(s) or the Employer has commenced exploitation for commercial gain and has subsequently assigned responsibility for exploitation to the other Party) these shall be deducted from the Gross Incomes in the same ratio as these Expenses are to each other.

Intellectual Property Not Arising from Contract Arrangements

5. Intellectual Property not arising from Contract Arrangements, unless otherwise assigned, shall be owned by the IPC(s).
6. Full details of any Intellectual Property created by (an) IPC(s) shall be disclosed to the Employer in writing, on a form provided by the Office of Industry Liaison. This disclosure shall be made to the Employer through the Office of Industry Liaison and shall be sufficiently detailed to allow an assessment of the suitability of the Intellectual Property for protection and exploitation for commercial gain. The Employer shall not disclose to a third party any information about the Intellectual Property that would jeopardize the IPC's (IPC's) ability to protect the Intellectual Property or exploit it for commercial gain, should the IPC wish or the Employer not wish to protect the Intellectual Property and/or exploit it for commercial gain.
7. Within four weeks of the disclosure specified in Clause 6 of this Article, the IPC(s) shall decide whether or not to assign rights for protection and/or exploitation to the Employer. During this period, the Employer shall have the opportunity to consult with the IPC(s) regarding the decision. The IPC(s) shall make every reasonable effort to participate fully in such discussions.
- 7.1 The discussions referred to in Clause 7 of this Article shall include proposals from the Employer for any work that may be required of the IPC(s) under the provisions of Clauses 10 or 10.1 of this Article. Where the Intellectual Property may be exploited for commercial gain through a spin-off company, the discussions referred to in Clause 7 of this Article shall include proposals from the Employer concerning the share of equity in the spin-off company provided as additional compensation to the IPC and the Employer for involvement in the creation and operation of the spin-off company.
8. If the IPC(s) assign(s) rights for protection and/or exploitation to the Employer, the Employer shall, within three months of the assignment by the IPC(s), notify the IPC(s) whether it intends to seek protection of the Intellectual Property and/or seek to exploit it for commercial gain. This period may be extended by mutual consent of the Employer and the IPC(s).
- 8.1 Any decisions of the Employer not to protect Intellectual Property and/or exploit it for commercial gain, or to cease to do so under the provisions of Clause 10.2, are business decisions and not based on an assessment of the academic merits associated with that Intellectual Property.
9. During the period specified in Clause 8 of this Article, and any extension thereof, the IPC(s) shall not seek to protect the Intellectual Property, nor exploit it for commercial gain, nor disclose it in any way that would jeopardize the Employer's ability to protect and/or exploit it for commercial gain, without the consent of the Employer.

10. If the IPC(s) assign(s) rights for protection and/or exploitation to the Employer, and the Employer agrees to protect the Intellectual Property and/or exploit it for commercial gain, then:
- a) the Employer assumes the responsibility for protection and/or exploitation of the Intellectual Property. This may include, but is not limited to, application for patents or other registered statutory protection, and the negotiation of sales, assignments, licenses or other dispositions of that Intellectual Property. IPC(s) shall make reasonable efforts to assist the Employer in this endeavour, and shall complete all necessary documentation (including assignments) as may be required. The Employer shall use such efforts as it believes are reasonable in the circumstances to exploit the Intellectual Property for commercial gain. All such steps shall be taken at no financial cost to the IPC(s) responsible for creation of the Intellectual Property;
 - b) the IPC(s) shall not disclose or publish any details of the Intellectual Property for a period of twelve months following the Employer's notification to the IPC(s) of its decision to protect the Intellectual Property and/or exploit it for commercial gain, unless such disclosure or publication has been agreed to in writing by the Employer. Such agreement shall not be unreasonably withheld, particularly when the IPC will be considered for Tenure within eighteen months of the disclosure required under Clause 6 of this Article. For the purposes of determining the start of this eighteen month period, consideration for Tenure begins at the time of application of the provisions of Clauses 15.1 or 15.2 of the Article *Promotion and Tenure*;
 - c) the Employer shall provide to the IPC(s), no later than June 30 each year:
 - (i) a statement reporting action taken to protect the Intellectual Property and/or exploit it for commercial gain during the preceding Fiscal Year; and
 - (ii) a statement reporting all expenditures and income (including royalties) forming part of the calculation of Net Income for the preceding Fiscal Year, and such access as is within the Employer's control to any statements or records as may be required for the IPC(s) or delegate(s) to verify the accuracy of this statement.
 - d) where the Intellectual Property has not been exploited for commercial gain through a spin-off company (for example, where the Intellectual Property has been exploited for commercial gain by licensing following protection by patent or other statutory means), the Employer shall, no later than June 30 each year, remit to the IPC(s) a sum equal to 40% of the Net Income for the previous Fiscal Year;
 - e) where the Intellectual Property has been exploited for commercial gain through a spin-off company, the Employer shall remit to the IPC(s) a sum equal to 40% of the Net Income for the previous Fiscal Year plus any additional compensation agreed to under the provisions of Clause 7.1.

- 10.1 The Employer shall seek opportunities for ongoing consultation with the IPC(s) as part of the process of determining how best to commercialize Intellectual Property created by the IPC(s). At no financial cost to the IPC(s), the IPC(s) shall provide the Employer with assistance in ensuring that written descriptions of the Intellectual Property and filings for the seeking of statutory protection are complete and accurate. The IPC(s) shall also continue to provide related know-how around the Intellectual Property that may be needed for its application, commercialization or licensing.
- 10.2 If at any time the Employer decides not to continue to attempt to protect or exploit for commercial gain the Intellectual Property created by the IPC(s), then at the initiation of the Employer, and with the consent of the IPC(s), the Employer shall transfer the rights to the Intellectual Property and any issued or pending registration for statutory protection to the IPC(s), in which instance responsibilities of the IPC(s) concerning such commercialization shall be the same as those described in Clause 11 of this Article.
- 10.3 If at any time the Employer is not fulfilling its responsibilities to protect and/or exploit the Intellectual Property, the IPC(s) may request that the Employer transfer the rights to the Intellectual Property, and any issued or pending registration for statutory protection, to the IPC(s). Any disputes arising from the application of this Clause shall be resolved according to the provisions of Clauses 22 and 23 of this Article.
11. If the IPC(s) do(es) not assign rights for protection and/or commercialization to the Employer, or the Employer does not assume responsibility for protection and/or exploitation, or if the Employer ceases such activity under the provisions of Clause 10.2 or 10.3, the IPC(s) is(are) free to protect the Intellectual Property and/or exploit it for commercial gain independently of the Employer. In such circumstances, the IPC(s) shall:
- a) assume the responsibility for protection and/or exploitation of the Intellectual Property. This may include, but is not limited to, application for patents or other registered statutory protection, and the negotiation of sales, assignments, licenses or other dispositions of that Intellectual Property. The IPC(s) shall use such efforts as he/she (they) believe(s) are reasonable in the circumstances to exploit the Intellectual Property for commercial gain. All such steps shall be taken at no cost to the Employer;
 - b) provide the Employer, no later than June 30 each year:
 - (i) a statement reporting action taken to protect the Intellectual Property and/or exploit it for commercial gain;
 - (ii) a statement reporting all expenditures and income (including royalties) forming part of the calculation of Net Income for the previous Fiscal Year and such access as is within the IPC's (IPCs') control to any statements or records as may be required for the Employer to verify the accuracy of this statement; and

- c) remit to the Employer a sum equal to 33⅓% of the Net Income for the previous Fiscal Year, unless the Intellectual Property is Free Standing Computer Software Intellectual Property, in which case the IPC(s) shall remit to the Employer a sum equal to 20% of the Net Income for the previous Fiscal Year. In the case of computer software Intellectual Property defined under Clause 1.1.1 c) of this Article, the IPC(s) shall remit to the Employer a sum equal to 10% of the Net Income for the previous Fiscal Year.

- 11.1 If at any time following the periods specified in Clauses 7 and 8 of this Article, neither the Employer nor the IPC(s) choose(s) to protect and/or exploit, or continue to protect and/or exploit the Intellectual Property, then the IPC(s) shall be free to publish or disclose the details of the Intellectual Property.

Intellectual Property Arising from Contract Arrangements

- 12. No Member shall enter into a direct contractual relationship with a body or bodies external to the University where the contract places the Member under an obligation to generate Intellectual Property as part of his or her Academic Responsibilities, and/or to generate Intellectual Property using University facilities.
- 13. The Employer may, at a Member's request, or with a Member's permission, enter into a Contract Arrangement with an external body on the Member's behalf. The terms of the Contract Arrangement shall be subject to the approval of the Member, the Employer and the external body.
- 13.1 The Contract Arrangement shall specify the extent to which the Member, the Employer, the external body, and any other participants share in the ownership of any Intellectual Property created under the Contract Arrangement, and shall specify which party(ies) shall have the right to protect the Intellectual Property and exploit it for commercial gain.
- 13.2 The Contract Arrangement shall specify any period of time that must elapse before any of the participants in the Contract Arrangement can publish or otherwise disclose any Intellectual Property created under the Contract Arrangement. Such period of time shall not exceed one year, but may be extended once by agreement of all the parties; under no circumstances may the extension exceed one year.
- 13.3 All Contract Arrangements shall be consistent with regulations and policies promulgated by Senate or the Board of Governors at the time of ratification of this Collective Agreement.

Intellectual Property Arising from Collaborations Outside Contract Arrangements

- 14. It is recognized that Members may create Intellectual Property in collaboration with other Members, or in collaboration with other members of the University community, or in collaboration with persons external to the University.

15. Any Member entering into a collaboration with other members of the University community, or with a person external to the University, where there is no Contract Arrangement governing the collaboration, shall inform his or her collaborators that the provisions of this Article apply to any Intellectual Property generated by the Member as part of the collaboration.
16.
 - a) Where a Member undertakes Research where it is envisaged that the creation of Intellectual Property might occur, and does so in collaboration with another Member, or with another member of the University community, or with a person external to the University, the Member shall, at the outset of the Research, establish in writing, and with the agreement of the collaborator(s), how the ownership of any Intellectual Property, and any Net Income generated therefrom, would be shared between them, taking into consideration each party's obligations to the Employer and/or others.
 - b) Where a Member undertakes Research that leads to the creation of Intellectual Property that was not envisaged, and does so in collaboration with another Member, or with another member of the University community, or with a person external to the University, the Member shall establish, in writing and with the agreement of the collaborator(s), how the ownership of the Intellectual Property, and any Net Income generated therefrom, will be shared between them, taking into consideration each party's obligations to the Employer and/or others.
17. In cases where the IPC(s) has (have) assigned rights to protect and/or exploit Intellectual Property to the Employer, and the Employer has assumed the responsibility to do so, the Employer shall, following consultation with the collaborators, apportion the Net Income referred to in Clauses 10 d) or 10 e) between the creators of the Intellectual Property in accord with any agreement reached between the collaborators concerning the disposition of Net Income among them. Where there is a dispute between (an) IPC(s) and the Employer concerning this apportionment, the provisions of Clauses 22 and 23 of this Article shall apply.

General

18. The rights granted to a Member under this Article do not extend to anything created by a Member as part of specially assigned Teaching or Service duties that are expected to yield outcomes capable of protection (by patent or other statutory means) and/or exploitation for commercial gain. In such cases the outcomes are the property of the Employer unless alternative arrangements have been agreed to in writing between the Member and the Employer.
19. The Employer recognizes that there is a practice of exchange, hereafter referred to as Material Transfer, between Members and persons, organizations, or institutions, without material consideration, of results of research, biotechnology and genetic engineering products and other materials for non-commercial research and teaching purposes. It is further recognized by both the Employer and the Association that, from time to time,

there may be benefits arising from Material Transfers, usually for a consideration, between Members and companies for commercial research. All Material Transfers shall be governed by a contractual Material Transfer Agreement between the Employer and the persons, organizations, institutions or companies. The terms of the Material Transfer Agreement shall be subject to the approval of the Member, the Employer, and the persons, organizations, institutions or companies.

20. Members who are engaged in activities undertaken in fulfilment of their Academic Responsibilities at locations away from the University campus (for example, Members on Sabbatical Leave) shall continue to be subject to the provisions of this Article.
21. In the application of the provisions of this Article, the Employer and Members shall comply with relevant federal and provincial statutes, and with regulations and policies promulgated by Senate or the Board of Governors which are not in conflict with this Collective Agreement, for the protection of researchers, human subjects, the health and safety of the public, and the welfare of laboratory animals.

Dispute Resolution

22. If the parties to the dispute agree, any dispute between (a) Member(s) and the Employer to which the Vice-President (Research) is not a party and which arises solely from the application of the provisions of this Article regarding calculation and distribution of Net Income, performance of responsibility for the commercialization of Intellectual Property, or from ownership of Intellectual Property shall be referred to the Vice-President (Research) or designate, who shall attempt to mediate between the parties. Such mediation may continue for a maximum of thirty days after the referral of the dispute.
- 22.1 If the dispute is resolved through such mediation, the settlement shall be reduced to writing and countersigned by the Vice-President (Research) and the parties within five days of the resolution.
23. If any dispute between (a) Member(s) and the Employer is not resolved through the application of Clauses 22 and 22.1 of this Article, then the Employer or the Member(s) may submit the dispute to arbitration by a single arbitrator as follows:
 - a) the single arbitrator shall be agreed upon by the Member(s) and the Employer within thirty days of the date on which one party notifies the other that the process of arbitration under this Clause is desired. If the Member(s) and the Employer fail to agree upon a single arbitrator within the thirty day period, then the arbitrator shall be selected by a Judge of the Ontario Court (General Division) upon application of either party. Such application shall request that the arbitrator so selected should be qualified by education and training to rule on the particular matter under dispute. The appointment of the arbitrator shall be conditional on the arbitrator's agreeing that his or her award shall be delivered in writing within sixty days of the completion of the hearing (unless the parties agree otherwise) and that no account shall be rendered until the final award has been rendered;

- b) the arbitration shall be held in London, Ontario;
- c) the award rendered by the arbitrator shall be final and binding;
- d) the arbitrator shall be empowered to determine all questions of law and fact and may grant injunctive relief, but has no jurisdiction to alter, amend, add or subtract from this Collective Agreement, or to render a decision inconsistent with its terms; and
- e) the arbitrator may determine the proportion of the fees and expenses of the arbitrator to be paid by each party to the arbitration. Failing such determination, the Employer and the Member(s) shall each pay 50% of the fees and expenses of the arbitrator. Such fees and expenses shall be Expenses as defined in Clause 4.1 of this Article. Any other expenses incurred by a party to the dispute shall be borne by that party.

JOINT COMMITTEE

1. There shall be a Joint Committee consisting of three persons representing the Employer and three Members representing the Association.
2. At least two representatives of the Employer and two representatives of the Association must be present at any meeting of the Joint Committee.
3. Meetings of the Joint Committee shall be chaired alternately by a representative of the Employer and the Association.
4. The Committee shall meet monthly. Monthly meetings may be cancelled by mutual agreement of the Employer and the Association, and additional meetings may be held by mutual agreement of the Employer and the Association.
5. The Joint Committee shall discuss matters raised by either the Employer or the Association that relate to the administration, operation or interpretation of this Collective Agreement; however, the Committee shall not discuss the specific details of any Grievance that has proceeded to Step 1 or beyond and that has not been resolved.
6. The Joint Committee shall have no power to interpret or modify the provisions of this Collective Agreement, but may recommend to the Employer and the Association changes to procedures for the application of this Collective Agreement, or changes to the Collective Agreement.
7. The Joint Committee may recommend that the Employer and the Association create Joint Subcommittees to consider specific matters.
8. The Joint Committee and any Joint Subcommittees shall cease to exist upon expiry of this Collective Agreement.

LEAVE OF ABSENCE

1. With the exception of Compassionate Leave, Court Leave, Pregnancy, Parental and Adoption Leave and Sick Leave, at least two years of full-time continuous service shall elapse between any two successive Leave periods, and a Member shall not be on Leave for more than twenty-four months in any seven-year period. These restrictions may be modified in individual cases by the Provost, on recommendation from the Dean, at the request of the Member. Approval of any such request shall not be arbitrarily withheld.
2. All Full-Time Members are eligible to apply for a Leave of Absence. Such a Leave may be granted where the Employer determines that the Leave will not interfere with the ability of the Member's Department(s) or Faculty(ies) to meet its (their) operational requirements.
3. A Leave of Absence shall not normally exceed one year. This restriction may be modified in individual cases by the Provost, on recommendation from the Dean, at the request of the Member. Approval of any such request shall not be arbitrarily withheld.
4. No salary shall be received during an approved Leave of Absence.
5. The Member may elect to pay the cost of benefits and pension contributions during the period of the Leave of Absence. During a Leave of Absence the Employer will not contribute towards the costs of benefits, including pension.
6. Sabbatical Leave credit will be earned during a Leave of Absence, subject to the provisions of the Article *Sabbatical Leave*.
7. Any application for a Leave of Absence shall be made by the Member to the Dean of the Member's Home Unit. The application shall describe in detail the purpose and duration of the Leave. A Member shall apply in writing at least six months before the proposed Leave is to take effect. In the case of unforeseen circumstances, however, a Member shall be permitted to apply for such a Leave less than six months before it would begin, and this application shall be given consideration.
8. Where a Member's Appointment is in a Department, the Dean shall consult with the Department Chair. The Employer shall then approve or deny the application. Such approval shall not be arbitrarily withheld and any decision not to approve the application shall be accompanied by written reasons.
9. Members on Leave of Absence are not eligible for consideration for Promotion and/or Tenure during the Academic Year in which they are taking the Leave. In the case of a Member on a Probationary Appointment, a Leave of Absence beyond six months is not included in the term of the Probationary Appointment. Any record of activity in Teaching, Research, or Service during the Leave period may be included when a participant is considered for Promotion and/or Tenure.

LIABILITY INSURANCE

1. The Employer shall provide insurance coverage in respect of the liability of Members acting within the scope of their normal course of employment, to the extent provided by the Canadian Universities Reciprocal Insurance Exchange (CURIE) policies now in force.
2. A copy of the policies of insurance, as amended or substituted from time to time, shall be provided to the Association. Members who determine that the insurance coverage provided by the Employer is not adequate to meet their individual needs shall be expected to make their own insurance arrangements.
3. Responsibility for the management of any claim covered by the Employer's insurance policies rests solely with the Insurer. Timely notice must be given to the Employer of any action or claim of which a Member has knowledge or of any occurrence or situation which a Member ought reasonably to know might give rise to any action or claim.
4. A Member who is a respondent to a formal complaint investigated or adjudicated under internal policies formally ratified by the Employer and who independently engages legal counsel to provide advice in respect of such investigation or adjudication may, if the complaint is not upheld, apply for reimbursement of legal fees so incurred. The application will be submitted in writing to the Provost and Vice-President (Academic) and to the President of the Association. If both agree, in writing, that the application should be granted, in whole or in part, then the Employer and the Association will reimburse the Member, in the amount so agreed, in equal shares.
5. This Article and any insurance obtained pursuant to it do not apply to legal action initiated by a Member nor to any civil or criminal proceedings that might be initiated by the Employer against a Member.

MANAGEMENT RESPONSIBILITIES

1. Subject to the provisions of this Agreement, the Association acknowledges the right of the Employer to operate and manage the University and, without restricting the generality of the foregoing, to exercise all the powers, authorities, rights, privileges and obligations conferred on the Employer by the University of Western Ontario Act, 1982, as amended.
2. The Employer agrees that it shall exercise these powers, authorities, rights, privileges and obligations in a manner which is not arbitrary nor inconsistent with this Collective Agreement.
3. If the Employer wishes to amend or discontinue any of its recognized practices, which are not otherwise the subject of the Collective Agreement, it shall give notice of proposed amendment or discontinuance simultaneously to the Association and to the Joint Committee which shall have two months to discuss the proposed amendment(s).

NO STRIKE OR LOCK-OUT

1. The Association agrees that there will be no Strike (partial or full withdrawal of services) during the term of this Agreement.
2. The Employer agrees that there will be no Lock-out during the term of this Agreement.
3. Strike and Lock-out bear the meanings used in the Labour Relations Act, R.S.O. 1990, c. L-1.
4. Where individuals in a labour dispute, other than those in the Bargaining Unit, engage in a Strike and maintain picket lines, and where Members of the Bargaining Unit could suffer personal harm, the Employer will endeavour to safeguard such Members.
5. Members have the right to decline to perform the normal duties of striking or locked-out employees of the Employer during a legal Strike by another Bargaining Unit of employees of the Employer or during any Lock-out of another Bargaining Unit by the Employer.

NON-DISCRIMINATION/HARASSMENT

1. There shall be no discrimination exercised against any Member regarding any term or condition of employment, including but not limited to salary, rank, Appointment, Promotion, Tenure, termination of employment, layoff, Sabbatical or other Leaves or Benefits, by reason of the grounds a) through g) listed below; nor shall any discrimination be exercised by Members in the course of carrying out their Academic Responsibilities, by reason of:
 - a) race, colour, ancestry, place of birth, national origin, citizenship (except for new Appointments as provided for by law); or
 - b) creed, religious or political affiliation or belief; or
 - c) sex, sexual orientation, physical attributes or family relationship; or
 - d) age (except for mandatory retirement at age 65) or physical or mental illness or disability (provided that such condition does not interfere with the ability to carry out the Member's Academic Responsibilities); or
 - e) place of residence (except where the place of residence would interfere with the carrying out of any part of the Member's Academic Responsibilities); or
 - f) record of offenses (except where such record is relevant to the Member's Academic Responsibilities); or
 - g) membership or participation in the Association.
- 1.1 Clause 1 does not apply to any action or decision based on a *bona fide* occupational requirement or qualification.
2. This Article shall not preclude any equity measures agreed to by the Parties or required by law.
3. There shall be no Harassment or Sexual Harassment exercised against or by any Member.
- 3.1 Harassment means engaging in a course of vexatious comment or conduct related to one or more of the prohibited grounds of discrimination under Clause 1 of this Article.
- 3.2 Sexual Harassment means engaging in a course of vexatious comment or conduct of a sexual nature including sexual assault, verbal abuse or threats, unwelcome sexual invitations or requests, demands for sexual favours or unwelcome innuendo or taunting about a person's body, physical appearance or sexual orientation.

- 3.3 Conduct and/or behaviour also constitutes Harassment, whether or not it is based on the prohibited grounds of Clause 1, when it creates an intimidating, demeaning or hostile working or academic environment.
- 4. There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under this Article or for participating in proceedings under this Article. Any such alleged reprisal or retaliation or threat thereof shall be equivalent grounds for laying a complaint under this Article.

Complaint Procedure

General Provisions

- 5. Members may seek the advice of the Human Rights Officer (HRO) in order to discuss situations which may be encompassed by this Article. All such discussions shall be confidential in accord with the policies and procedures of the Equity Services Office.
- 5.1 A complaint may be filed by (an) individual(s) with the HRO up to six months from the incident, or related episode in a series of incidents, of the alleged discrimination or Harassment occurring.
- 5.2 In any meeting or hearing held pursuant to the terms of this Article, complainant(s) and respondent(s) may be accompanied by a representative of the Association or employee group to which they belong.
- 5.3 With respect to matters arising under the terms of this Article, complainant(s) and respondent(s) may be represented by legal counsel.
- 5.4 Any Grievance arising from the application of this Article is limited to a complaint that the procedure(s) of this Article was (were) not followed, except for the following:
 - a) a Grievance that a remedy provided by the Employer is inappropriate or inadequate; or
 - b) a Grievance claiming that the determination of the Employer is inconsistent with the Panel of Inquiry's (PI) finding of fact; or
 - c) a Grievance that Discipline imposed by the Employer is inappropriate.
- 5.5 Members may seek assistance from the Ontario Human Rights Commission even when taking steps under this Article.
- 5.5.1 If the circumstances giving rise to a complaint under this Article independently give rise to proceedings before a Board of Inquiry under the Human Rights Code or to proceedings

in the courts or to the laying of a criminal charge, then any action under this Article shall be suspended until such proceedings are concluded.

Initiating the Complaint

6. Following consultation with the HRO, the complainant(s) may elect to file a complaint which shall be in writing, signed and dated, setting out the circumstances of the alleged discrimination or Harassment, naming the respondent(s) and authorizing the HRO to attempt informal resolution.

Informal Resolution

7. Within five working days of receiving the written complaint, the HRO shall provide the respondent(s) with a copy and invite the respondent(s) to reply in writing.
 - 7.1 The respondent(s) shall have fifteen working days after receiving the HRO's request to respond in writing to the HRO.
 - 7.2 The HRO shall provide a copy of the response to the complainant and attempt to discuss the complaint with both parties and may conduct informal mediation in an effort to resolve the complaint in a manner acceptable to both parties.
 - 7.3 If resolution is achieved, both parties shall sign a statement of the terms of resolution which shall be filed with the HRO. No further action may then be taken on the complaint unless one or both parties fails to comply with the terms of resolution.
 - 7.4 If the terms of resolution entail action by the Employer, the Employer shall agree to undertake such action by signing the written resolution document. If the Employer refuses to undertake such action, it shall state in writing to the parties why it refuses to do so.
 - 7.5 If a settlement is not reached within thirty working days of providing the respondent with a copy of the complaint, the HRO will so inform the parties in writing and shall advise the parties that the matter will be submitted to formal investigation under Clause 8.
 - 7.6 Complaint files maintained by the HRO pursuant to this Article shall be confidential and may not be introduced in subsequent investigations or proceedings except as provided in Clause 13 below, or unless compelled by law. The HRO may not appear as a witness in any Arbitration arising from the application of this Article or in any subsequent investigations or proceedings unless compelled by law.

Investigation

8. The Director of Equity Services shall retain an External Investigator to conduct an investigation of the complaint.

- 8.1 Within twenty working days of being retained, the External Investigator shall submit a written report to the HRO, with copies to the complainant(s) and respondent(s). The report shall advise either that:
- a) there is no *prima facie* case raised by the complaint, in which case it shall not go forward; or
 - b) that there is a *prima facie* case appropriate for determination by a PI.
- 8.2 Where a *prima facie* case is found to exist pursuant to Clause 8.1 b), the HRO shall seek to meet with the complainant(s) and respondent(s) with a view to resolving the complaint on terms acceptable to both parties.
- 8.3 If the complaint is not resolved within ten working days of the attempted meeting(s) between the HRO, the complainant(s) and the respondent(s), the complaint shall be submitted for hearing by a PI. Before submitting the complaint to the PI, the HRO shall attempt to meet with the complainant(s) and respondent(s) to reach an agreed statement of facts to be submitted to the PI.
- 8.4 The External Investigator's report shall be confidential and may not be introduced in subsequent proceedings, except as provided by Clause 13 below, or unless compelled by law. The External Investigator may not appear as a witness in subsequent proceedings unless compelled by law.

Formal Determination

Panel of Inquiry Report

9. The PI shall be composed of one person chosen by the Association, one person chosen by the Employer and a third person chosen by the other two who shall be chair.
- 9.1 The purpose of the PI will be to determine the facts pertaining directly to the complaint. The parties will have the right to present evidence and argument to the Panel and to call witnesses.
- 9.2 Within ten working days of concluding the hearing, the PI shall submit a written report to the Employer and to the parties. The report shall include a copy of the complaint, the respondent's written response (if any) and the findings of fact relevant to the complaint.
- 9.3 No member of the PI may be compelled to appear as a witness in any Arbitration arising from the application of this Article.

Employer Determination

10. The Employer shall issue a written determination within ten working days of receiving the PI's report. Copies of the Employer's determination shall be sent to the parties and to the Association.
- 10.1 The determination shall contain:
 - a) a finding, with reasons, that the complaint is or is not upheld;
 - b) a statement of any remedy(ies), other action(s), sanction(s) or disciplinary measure(s) to be taken or required by the Employer;
 - c) a statement of exoneration where appropriate.
- 10.2 If the determination is that the complaint is not upheld or if a subsequent Arbitration is decided in favour of a respondent Member, the Employer shall ensure that all documentation concerning the allegation is secured by the Office of Equity Services according to Clause 13 below.

Human Rights Officer

11. The Employer shall appoint at least one Human Rights Officer to the University's Office of Equity Services. The HRO shall be responsible to give advice and receive complaints according to Clauses 5, 5.1, 6 and 7 through 7.5.
- 11.1 By June 1 each year, the HRO shall make an annual report to the President with a copy to the Association. This Report shall provide a statistical record of complaints, informal resolutions and determinations, and may include any observations and recommendations the HRO may have with respect to the implementation of this Article.

Conflict of Interest

12. A person involved in the application of any of the provisions or procedures under this Article shall, on the grounds of conflict of interest or reasonable apprehension of bias, immediately declare any such conflict of interest or bias to the parties to the complaint, to the President and to the Association. The President or the Association or, as appropriate, both jointly, shall forthwith provide a replacement for the person who has made the declaration.
- 12.1 A party to a complaint who objects to the participation of a person in the application of the provisions or procedures under this Article on the grounds of conflict of interest or reasonable apprehension of bias may inform the President that he or she wishes that person to be replaced, stating his or her reasons. The President shall immediately inform the Association of any such declaration. The President shall also immediately inform the

person named in the declaration, and he or she shall be given a reasonable opportunity to respond to it. The President and the Association shall then decide jointly with regard to a replacement, should one be appropriate.

Retention of Files

13. All documents related to a complaint will be retained in confidence for ten years in the Office of Equity Services. Such files in the Office of Equity Services can only be accessed where the HRO has reason to believe that there is a pattern of Harassment.

THE OFFICIAL FILE

General

1. An Official File shall be established for each Member upon ratification of this Collective Agreement and, thereafter, whenever a Member is appointed who does not have an Official File. The Official File shall be the only file used in decisions with respect to any and all terms and conditions of employment of a Member.
- 1.1 Maintenance of the Official File shall be the responsibility of the Dean or designate of the Member's Faculty. The Official File shall be confidential, subject to the provisions of Clause 5.
- 1.1.1 The Parties agree that the Joint Subcommittee on Implications of Technology shall study the issues surrounding the retention of documents in electronic form, including but not limited to: evidentiary admissibility; verification of authenticity; accessibility; preservation; readability; and integrity of a file, part of which is maintained only in electronic form. Until these issues are resolved to the satisfaction of both Parties, the documents constituting the Official File shall be the paper originals or, in the event the original document is received in facsimile or electronic form, an accurate paper copy.
- 1.2 Copies of some or all of the materials in the Official File may be used for normal University administrative purposes and may be filed elsewhere for such purposes. Any such copies shall be clearly marked "Confidential." All restrictions specified in this Article which apply to the Official File apply equally to all copies of part or all of the File.

Contents

2. The Official File of each Member shall contain only material pertaining to the employment of the Member.
- 2.1 The documents and materials in the Official File shall include, but are not limited to, materials such as:
 - a) the Member's *curriculum vitae* supplied by the Member following ratification of this Collective Agreement, or at the time of application for the Member's first Appointment, and as updated from time to time;
 - b) any university transcripts supplied by the Member at the time of application by the Member for his or her first Appointment;
 - c) any letters of application from the Member for Appointments commencing following the ratification of this Collective Agreement;

- d) any references in support of a Member's application for an Appointment;
- e) the Member's Letter(s) of Appointment;
- f) salary and work history;
- g) documentation concerning arrangements made under any of the provisions of this Collective Agreement that alter the proportions of the Member's duties in the areas of Teaching, Research and Service, or that alter the Member's Workload;
- h) the Member's Annual Reports;
- i) documentation arising from the application of the provisions of the Article *Discipline*;
- j) the Member's Promotion and Tenure file and any files created for assessment purposes, each of which shall be deemed to be an annex to the Official File;
- k) reports of annual interviews with the Dean or designate and the Member's responses to those reports;
- l) annual assessments of Members including Annual Performance Evaluations;
- m) signed letters of commendation or complaint;
- n) decisions and recommendations together with any reasons arising from personnel decision making processes; and
- o) correspondence.

2.2 With the exception of student evaluations present in a Member's Teaching Dossiers or Annual Reports, no anonymous material shall be kept in the Official File or submitted as evidence in any formal decision or action involving a Member, except as provided below in Clause 4 of this Article.

2.3 Members shall be notified in writing of any additions to their Official Files of evaluative material, other than as required annually under Clause 2.1 and excluding routine financial information and material added pursuant to routine file maintenance carried out in the office where the file is maintained. Such notification shall occur within thirty working days of such addition.

2.4 Members shall be notified in writing of the removal from their Official Files of materials, other than routine financial information and material removed as a result of routine file maintenance carried out in the office where the file is maintained. Where the material to be removed is of a type common to all Members' Official Files, notice to the Members

may be effected through publication in *Western News* (or any successor publication) with a copy to the Association.

- 2.4.1 Any material removed from Official Files must be retained by the Employer for forty working days from the date that written notification is sent pursuant to Clause 2.4.

Access and Copies

3. Members have the right to examine, after giving two days' notice, the entire contents of their Official Files during normal business hours. The examination shall be carried out in the presence of a person designated by the Dean. Members may be required to produce identification before access to their Official Files is granted. Members may be accompanied by a colleague or an Association representative. Members shall not remove their Official File, or parts thereof, from the office where it is held, nor shall Members annotate or in any way alter the Official File during this examination.
- 3.1 Members may, upon written request, obtain a copy of any document in their Official Files. Electronic copies, if available and requested, shall be provided free of charge. Other charges to Members for copies shall not exceed the per-page charge routinely levied for photocopying on the University Campus.

Members' Rights

4. A Member shall have the right to have included in his/her Official File written comments on the accuracy, relevance, meaning or completeness of the contents of the Member's Official File. These comments may include supplementary documents considered relevant by the Member, including written comments from students, whether anonymous or signed.
- 4.1 A Member may request, in writing to the Dean, the removal from his or her Official File of any material which the Member contends is false, inaccurate or irrelevant to the purposes for which the Official File is kept. Such requests shall not be arbitrarily denied.
- 4.1.1 The Dean shall decide within twenty working days whether or not to remove the impugned material. For any impugned material not removed, the Dean shall render a decision in writing, stating the reasons for the decision.

Release of Information

5. None of the contents of the Official File shall be revealed or released to any person, other than an authorized representative of the Employer, without the express written consent of the Member concerned, except when permitted:
- a) for Grievance and Arbitration purposes;

- b) by the provisions of this Collective Agreement; or
- c) by law.

5.1 Access to the contents of an Official File in the case of Clause 5 c) above shall be granted only to persons who show proof that such access is required by law. The Employer shall notify the Member concerned immediately, stating the person or persons granted access and the legal reasons for granting this access unless such notification is prohibited by legal statute.

PREGNANCY, PARENTAL AND ADOPTION LEAVE

I. Full-Time Members

1. The provisions of this Clause apply only to Full-Time Members who have been employed for thirteen weeks or more of continuous service at the time the Leave commences. Clauses 2, 3 and 4 of this Article describe the duration of Pregnancy, Parental and Adoption Leave that may be available to Full-Time Members. Clause 5 of this Article describes the period of time for which these Leaves, in combination, shall be with pay.

Pregnancy Leave

2. A Pregnant Member shall be granted Pregnancy Leave of up to seventeen weeks which may be initiated at any time within seventeen weeks of the expected delivery date of the Member's newborn child following notification in writing to her Dean, normally three months prior to the commencement of the Leave, indicating the approximate date upon which the Leave is to commence.

Parental and Adoption Leave

3. A Member who becomes a parent of a newborn or newly adopted child(ren) shall be entitled to Parental/Adoption Leave of up to eighteen weeks:
 - a) upon notification in writing to her or his Dean, at the earliest opportunity prior to the commencement of the Leave, indicating the approximate date upon which the Leave is to commence; and
 - (i) where the Leave is to be taken by the father of a child, the Leave must commence no later than thirty-five weeks after the day the child is born or first comes into the care or custody of the adoptive parent(s);
 - (ii) in cases where the Parental Leave is an extension of the Member's Pregnancy Leave, the Leave must commence immediately following the Pregnancy Leave, unless the child has not come into the care and control of the mother at the end of the Pregnancy Leave (e.g., is hospitalized), in which case alternative arrangements respecting the timing of the Parental Leave may be made.
- 3.1 Parental Leave is not available when a Member establishes a spousal relationship with an individual who already has a child(ren), and subsequently adopts the child(ren).

Supplementary Parental Leave

4. For the purposes of Supplementary Parental Leave, a parent includes a person with whom a child is placed for adoption or a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as her or his own.
- 4.1 A Member shall be granted a Supplementary Parental Leave without pay for up to seventeen weeks upon notification in writing to her or his Dean, normally four weeks prior to the commencement of the Leave, indicating the approximate date upon which the Leave is to commence.
- 4.2 Supplementary Parental Leave may begin no more than thirty-five weeks after the day the child is born or first comes into the care or custody of the parent.
- 4.3 Supplementary Parental Leave which is an extension of the Member's Parental Leave will normally commence at the point that the Parental Leave ends.

Supplementary Employment Insurance Benefits

5. A Member who qualifies for Pregnancy Leave or is adopting a child(ren) under Parental and Adoption Leave, and who has been employed by the University on a continuous regular Full-Time basis for a period of one year or more at the time the Leave commences, may also qualify for Supplemental Employment Insurance Benefits (S.E.B). To be eligible for benefits under S.E.B., a Member must also make application and qualify for Employment Insurance Benefits.
- 5.1 A Member who qualifies under the provisions in Clause 5 is eligible for a maximum of twenty weeks paid Leave:
 - a) 95% of salary at the time of the initiation of the Leave, paid by the Employer, for the initial two week waiting period prior to the commencement of the Employment Insurance Benefits; and
 - b) the difference between the Employment Insurance Benefits and 95% of the salary at the time of the initiation of the Leave, paid by the Employer, not to exceed eighteen weeks.
- 5.2 In no case will the total amount of the Supplementary Employment Insurance Benefits, Employment Insurance Benefits and any other earnings received by the Member exceed 95% of the Member's salary at the time of the initiation of the Leave.
- 5.3 A Member is expected to return to continuous full-time employment for at least six months following the date of his or her return from Parental or Pregnancy Leave. Should a Member not satisfy this condition, he or she will be indebted to the Employer for the sum of monies paid under the S.E.B. provisions set out in Clause 5.1. The Employer is authorized to deduct monies owed to it under this provision from any monies payable to the Member.

Payment of Benefits

6. Where a Member is receiving benefits under the S.E.B. in accord with the provisions of Clause 5, the Employer will continue the Member on full benefits. Any costs normally paid by the Member will be deducted by the Employer from the benefits available under the S.E.B.
- 6.1 Vacation entitlement will continue to accrue while a Member is on Pregnancy, Parental or Adoption Leave.

II. Part-Time Members

7. The provisions of Clauses 8 through 12 apply only to Part-Time Members who have been employed for thirteen weeks or more of continuous service at the time the Leave commences.

Pregnancy Leave

8. A Member shall be granted Pregnancy Leave of up to seventeen weeks which may be initiated at any time within seventeen weeks of the expected delivery date of the Member's newborn child following notification in writing to her Dean, normally three months prior to the commencement of the Leave, indicating the approximate date upon which the Leave is to commence.

Parental and Adoption Leave

9. A Member who becomes a parent of a newborn or newly adopted child(ren) shall be entitled to Parental/Adoption Leave of up to eighteen weeks:
 - a) upon notification in writing to her or his Chair or Dean, at the earliest opportunity prior to the commencement of the Leave, indicating the approximate date upon which the Leave is to commence; and
 - (i) where the Leave is to be taken by the father of a child, the Leave must commence no later than thirty-five weeks after the day the child is born or first comes into the care or custody of the adoptive parent(s);
 - (ii) in cases where the Parental Leave is an extension of the Member's Pregnancy Leave, the Leave must commence immediately following the Pregnancy Leave, unless the child has not come into the care and control of the mother at the end of the Pregnancy Leave (e.g., is hospitalized), in which case alternative arrangements respecting the timing of the Parental Leave may be made.

- 9.1 Parental Leave is not available when a Member establishes a spousal relationship with an individual who already has (a) child(ren), and subsequently adopts the child(ren).

Supplementary Parental Leave

10. For the purposes of Supplementary Parental Leave, a parent includes a person with whom a child is placed for adoption or a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as her or his own.
- 10.1 A Member shall be granted a Supplementary Parental Leave without pay for up to seventeen weeks upon notification in writing to her or his Dean, normally four weeks prior to the commencement of the Leave, indicating the approximate date upon which the Leave is to commence.
- 10.2 Supplementary Parental Leave may begin no more than thirty-five weeks after the day the child is born, or first comes into the care or custody of the parent.
- 10.3 Supplementary Parental Leave which is an extension of the Member's Parental Leave will normally commence at the point that the Parental Leave ends.

Payment of Benefits

11. The Member shall be entitled to purchase benefits while on Leave.

Continuous Service

12. The Leaves as defined in Clauses 8, 9 and 10 of this Article will not be considered a break in service.

III. Extension of Probation and Eligibility for Renewal, Promotion and Tenure

13. A Member who has taken a Pregnancy, Parental or Adoption Leave following the birth or adoption of a child may elect to have her or his Renewal, Promotion or Tenure decision postponed for one year for each such Leave.

PROFESSIONAL EXPENSE REIMBURSEMENT

1. Each Member holding a Full-Time Appointment may claim reimbursement of eligible expenses up to a value of \$750 *per* calendar year.
2. Each Member holding a Part-Time Appointment may claim reimbursement of eligible expenses, based on the total number of courses for which the Member has primary teaching responsibility, up to a value of \$150 for the first full course equivalent and \$50 for each additional half course to a maximum of \$350 *per* calendar year.
3. Only professional expenses may be reimbursed, including:
 - a) membership fees for professional and/or learned societies related to the Member's discipline;
 - b) subscriptions to professional and/or learned journals;
 - c) books, instruments, supplies, materials, computer software, the purchase or lease of equipment and services;
 - d) registration fees for the Member to attend a scholarly conference;
 - e) travel, including transportation, food and accommodation (subject to the Employer's travel policies) for the Member to attend professionally related courses, conferences, meetings, seminars or workshops and to visit other universities or research sites to conduct Research and scholarly work that cannot be carried out at the Employer's workplace; and
 - f) page and reprint charges or costs incurred in the preparation and completion of scholarly manuscripts.
4. Any material or equipment remaining after use by the Member shall be the property of the Employer.
5. Members who are on Sabbatical Leave may claim reimbursement of eligible expenses according to the terms of this Article.
6. Members shall submit receipts for expenditures covered under this Article to the Dean for approval each year during the period from February 1 to March 31. The mechanism for the administration of this provision shall be agreed to by the Parties within one month of ratification, and shall not be altered without the consent of both Parties.

PROMOTION AND TENURE

1. This Article applies only to Members of the Bargaining Unit who are Full-Time members of the academic staff of the University with Tenured or Probationary Appointments.
2. The University of Western Ontario Act, 1982 empowers the Board of Governors to promote and grant Tenure to academic staff on the recommendation of the President. The Employer shall promote Members and grant Tenure to Members in accord with the provisions of this Article.
3. Promotion and the granting of Tenure by the Employer shall be on the basis of a sufficiently strong record of performance established by the candidate in Teaching, Research, and Service. The range of duties encompassed by each of Teaching, Research and Service is defined in the Article *Academic Responsibilities of Members*. The performance in Research shall be evaluated with reference to the national and international standards within the candidate's discipline. When a candidate is considered for Promotion and/or Tenure, evidence shall be provided to the Promotion and Tenure Committee so it can decide whether the candidate has established a record of performance consistent with the requirements above and in accord with the following criteria for evaluating the record of performance.
 - 3.1 The criteria for evaluating the candidate's record shall be:
 - 3.1.1 Performance in Teaching. In addition to student evaluations of Teaching, the written opinions of graduate and undergraduate students and members of faculty about the candidate's performance in Teaching shall be formally solicited.
 - 3.1.2 Performance in Research. The evaluation of the record of performance in Research shall take into account quality, creativity and significance for the discipline in question, as well as productivity. The written opinion of arm's-length experts in the candidate's area of specialization who are not members of the University shall be obtained.
 - 3.1.3 Performance in Service. Such contributions may take the form of administrative committee work, or other forms of significant Service which contribute to the University's functions.
4. Each candidate for Promotion and/or the granting of Tenure is expected to establish a record of performance in each of Teaching, Research and Service.
 - 4.1 Subject to the provisions of Clause 4.2 below, the significance accorded to Teaching and Research shall be approximately equal and, in all cases, each shall be accorded greater significance than Service. The records of performance in both Teaching and Research must be sufficiently strong to warrant the granting of Tenure and/or Promotion at The University of Western Ontario. While a candidate must have achieved a satisfactory

record of performance in Service, the meritorious performance of these duties shall not compensate for an insufficiently strong record of performance in Teaching or Research. However, an unsatisfactory record of performance in Service contributions may be an important factor in the denial of Tenure and/or Promotion.

- 4.2 The relative significance accorded to Teaching and Research by a Promotion and Tenure Committee shall be subject to any arrangements described in the Letter of Appointment and any arrangements made under any of the provisions of this Collective Agreement.
- 4.3 The conferral of the rank of Professor shall recognize high achievement in Teaching and Research. A candidate for Appointment at, or promotion to, the rank of Professor shall have sustained the record of performance in Teaching and in Research required to warrant Appointment at, or promotion to, the rank of Associate Professor, and shall also have established a record of performance in at least one of these criteria that significantly surpasses that standard.
 - 4.3.1 While the recommendation for Appointment or Promotion to the rank of Professor shall be based primarily on Teaching and Research, a candidate must also have established a significant record of performance in Service contributions.
 - 4.3.2 Although high achievement over a sustained period of time shall normally be expected of a successful candidate for the rank of Professor, length of service shall not be a criterion for Promotion.
5. Members on a Probationary Appointment shall receive an annual review from their Dean, or designate (as described in Clauses 5.1 through 5.3 below) on their progress toward meeting the expectations for Promotion and/or Tenure described in their Letter of Appointment.
 - 5.1 During the month of May, the Dean, or designate, shall hold an annual interview with each of the Probationary Members in the Faculty. This interview shall include discussion of the Annual Performance Evaluation.
 - 5.1.1 Within two weeks of this meeting, the Dean, or designate, shall provide a written report of the meeting to the Member. This report shall also be placed in the Member's Promotion and/or Tenure File, defined in Clause 6.3 of this Article.
 - 5.1.2 The report of an annual interview provided by the Dean, or designate, shall not include any additional comments or information other than a record of the discussion that took place in the interview.
 - 5.1.3 A Member has the right to respond to the report and this response, which shall be in writing and supplied to the Dean within two weeks of the Dean's report, shall be kept in the Member's Promotion and/or Tenure File alongside the original report.

- 5.1.4 Those present at the annual interview shall be the Member and his/her Dean, or designate, and his/her Department Chair (if applicable). If the Member so wishes, the Member has the right to be accompanied by a colleague from his/her Department or Faculty, or by a person appointed by the Association.
- 5.2 The reports produced in accord with Clause 5.1.1 above shall not be considered relevant to any decision affecting a Member's career beyond the decision to confer (or not to confer) Tenure and shall be included only in the Promotion and/or Tenure File.
- 5.3 In the case of a Member who holds a Joint Appointment that is in more than one Faculty, a single annual interview shall be conducted with both Deans, or designates, present.
6. For each Probationary Member at the rank of Assistant Professor or Associate Professor, a Promotion and Tenure File shall be established by the Dean, or designate, at the time of the initial Appointment of the Probationary Member.
 - 6.1 For each Tenured Member at the rank of Associate Professor, a Promotion File shall be established by the Dean, or designate.
 - 6.2 In the case of a Member who holds a Joint Appointment that is in more than one Faculty, the File shall be established and maintained by the Dean, or designate, of the Home Unit designated in the Letter of Appointment.
 - 6.3 The Promotion and/or Tenure File shall contain:
 - a) a *curriculum vitae*, updated annually before April 30th of each year;
 - b) the Letter of Appointment provided to the Member at the time of the initial Appointment;
 - c) in the case of Probationary Members, the report of each annual interview with the Dean(s), or designate(s), along with the Member's response to the reports, if any; and
 - d) any documentation concerning arrangements made under any of the provisions of this Collective Agreement that alters the balance between the Member's duties in the areas of Teaching, Research and Service.
 - 6.4 Immediately before bringing the Promotion and/or Tenure File before the Committee on Promotion and Tenure for consideration, the Dean, or designate, shall add the following to the Promotion and/or Tenure File:
 - a) an updated *curriculum vitae*;
 - b) a Teaching Dossier;

- c) letters received following a public solicitation for comments on the Member's performance;
 - d) letters from at least three arm's-length referees, external to the University, and expert in the Member's discipline, commenting on the Member's performance in Research;
 - (i) the letters from the referees shall be solicited by the Dean of the Member's Faculty.
 - (ii) the referees shall be chosen by the Dean from a list supplied by the Member. The Dean may add names to this list, but if he or she does so, the Member shall be allowed the opportunity to object in writing to the names added by the Dean on the grounds of their lack of expertise or because of some direct academic or personal dispute. Any such objection shall be placed in the Member's Promotion and/or Tenure File.
 - (iii) the list of names supplied by the Member shall include a description of the qualifications of each referee, and of any previous interactions with the referee that might lead to a perception of bias in the referee's assessment of the Member's performance in Research.
 - e) any written submissions from the candidate relevant to the case; and
 - f) a table of contents listing all documents in the Promotion and/or Tenure File, signed by the Member and the Dean, or designate.
- 6.5 A Member shall have the right to a copy of any document in his/her Promotion and/or Tenure File, including the letters of evaluation from the external referees solicited in accord with 6.4 d) above. However, in accord with the University's policy of maintaining confidentiality, before the Member receives a copy of a letter from an external referee, all traces of the letter's place of origin and authorship shall be removed.
- 6.6 It is the Member's responsibility to provide the items described in Clauses 6.3 a), 6.4 a), 6.4 b), 6.4 d)(iii) and 6.4 e) within four weeks of any request by the Dean that the Member do so.
7. Faculties with Departments. In such Faculties, each Department shall have a Committee on Promotion and Tenure. The composition of the Committee shall be:
- a) the Dean, who shall chair the Committee, but shall not vote except to break a tie;
 - b) the Chair of the Department;
 - c) three Full-Time Tenured Members from the Department elected by the Full-Time Members appointed in the Department. Where a Department has five or fewer

Tenured Members, including the Chair, the Department shall elect two Tenured Members from within the Department and one Tenured Member from outside the Department;

- d) one Full-Time Tenured Member appointed within the Faculty who is not a member of the Department, elected by the Faculty Council, and who has been a member of a Promotion and Tenure Committee within the previous five years; and
- e) two Full-Time Tenured Members who are not appointed within the Faculty, elected by the Faculty Council, and who have been members of a Promotion and Tenure Committee within the previous five years.

8. Faculties without Departments. Each Faculty without Departments shall have a Committee on Promotion and Tenure. The composition of the Committee shall be:

- a) the Dean, who shall chair the Committee, but shall not vote except to break a tie;
- b) four Full-Time Tenured Members appointed within the Faculty and elected by the Faculty Council; and
- c) three Full-Time Tenured Members who are not appointed within the Faculty, elected by the Faculty Council, and who have been members of a Promotion and Tenure Committee within the previous five years.

9. Joint Appointments. For Joint Appointments, the composition of the Joint Committee on Promotion and Tenure shall be:

- a) the Dean of the Home Unit, who shall chair the Committee, but shall not vote except to break a tie;
- b) the heads of the two academic Units in which the Joint Appointment is held (the Dean of a Faculty without Departments or the Chair of a Department or the Director of the Centre for Women's Studies, as applicable);
- c) one Member elected from and by each Committee on Promotion and Tenure from the two Units in which the Joint Appointment is held. In the case of the Centre for Women's Studies, the Centre's Advisory Committee shall appoint one Tenured Member to the Joint Committee. If the head of the Home Unit named in Clause 9 b) coincides with the Dean of the Home Unit named in Clause 9 a), then an additional Member shall be elected from that Unit;
- d) one Full-Time Tenured Member from each of the Faculties involved who is not a member of any Department in which the Joint Appointment is held or, if only one Faculty is involved, two such Members from that Faculty. In each case, these

Members shall have been members of a Promotion and Tenure Committee within the previous five years, and shall be elected by their respective Faculty Council; and

- e) one Full-Time Tenured Member who is not appointed in any Faculty in which the Joint Appointment is held, elected by the home Faculty Council, and who has been a member of a Promotion and Tenure Committee within the previous five years.
10. Any nominating committee charged with proposing Members for election to a Committee on Promotion and Tenure shall do so with regard to achieving a representative gender balance on the Committee.
 11. The terms of the Members of a Committee on Promotion and Tenure shall be:
 - a) of those elected by a Department or, in the case of Faculties without Departments, by the Faculty Council: three years, staggered to ensure continuity.
 - b) of those elected by the Faculty Council of a Faculty with Departments: three years, not renewable for three years, and staggered to ensure continuity.
 12. In the event that a member of a Committee on Promotion and Tenure is to be considered for Promotion and/or Tenure, he/she shall retire from that Committee during that Academic Year and an appropriate replacement shall be elected.
 13. The membership of each Committee on Promotion and Tenure shall be reported annually by the Dean to the University Secretariat, and made available on request to the Senate, the Board and the Association.
 14. Each Committee shall be convened by its chair.
 - 14.1 In consideration of any Promotion and/or Tenure File, should any member of the Committee have a conflict of interest as described in the Article *Conflict of Interest and Conflict of Commitment*, that person shall withdraw from consideration of the relevant case or cases. Should a Dean have a conflict of interest, the Provost shall appoint a substitute.
 - 14.2 A quorum shall consist of five of the eight members, including, where this Committee is within a Faculty with Departments, the Chair of the Department. In the case of a Joint Appointments Promotion and Tenure Committee, the quorum shall include the head of each academic Unit.
 - 14.3 Subject to the provisions of Clauses 14.1 and 14.2 of this Article, all members of a Committee on Promotion and Tenure present at the Committee's deliberations must vote on the Committee's recommendations. No member present at these deliberations may abstain from voting.

15. By the end of June of each year, the Dean, in consultation with the Department Chair (if applicable), shall review each Member's Promotion and/or Tenure File. In the case of Joint Appointments, the Dean will also consult with the Dean and Chair (if applicable) of the Member's other Unit.
- 15.1 In the case of a Member who is a Probationary Assistant Professor and is in the sixth year of his or her Appointment, the Dean shall initiate the consideration for Promotion and Tenure, so that the items described in Clause 6.4 can be added to the Promotion and/or Tenure File.
- 15.2 In the case of a Member who is a Probationary Associate Professor and is in the last year of his or her Appointment, the Dean shall initiate consideration for Tenure, and Promotion if appropriate, so that the items described in Clause 6.4 can be added to the Promotion and/or Tenure File.
- 15.3 For any Member on a Probationary Appointment, the Dean may, if the Member consents, initiate consideration for Tenure, and Promotion where appropriate, in any year of the Appointment before the last year.
 - 15.3.1 If the Committee on Promotion and Tenure does not recommend Tenure, the Member's Promotion and Tenure File shall continue, except that the Member may choose either to include all letters or to exclude all letters from external referees obtained in accord with Clause 6.4 d) of this Article and applicable to this initial consideration for Tenure. The Committee's recommendation shall be placed in the File, and the Member shall be considered again by the Committee once only, and in the final year of the Appointment, in accord with the provisions of Clauses 15.1 and 15.2 of this Article.
- 15.4 Subject to Clause 15.3 of this Article, a Member who is a Probationary Assistant Professor will normally be considered for Promotion and Tenure in the sixth year of the Appointment only; however, if the Member has established an outstanding record of performance in Teaching and Research, the Member may request that consideration for Promotion and Tenure be started in the fourth year of the Appointment. Such a request must be made in writing during the month of June of the third year of the Appointment, and must be accompanied by the items referred to in Clause 6.4.
 - 15.4.1 If the Committee on Promotion and Tenure does not recommend Promotion and Tenure, the Member's Promotion and Tenure File shall continue, except that the Member may choose either to include all letters or to exclude all letters from external referees obtained in accord with Clause 6.4 d) of this Article and applicable to this initial consideration for Promotion and Tenure. The Committee's recommendation shall be placed in the File, and the Member shall be considered again by the Committee once only, and in the final year of the Appointment, according to the provisions of Clause 15.1 of this Article.

- 15.5 In the case of a Member who is a Tenured Associate Professor, if the Dean, in consultation with the Department Chair (where applicable) determines that consideration for Promotion may be initiated, the Dean shall invite the Member to submit the items referred to in Clause 6.4. If the Member does not supply the items within two weeks of the invitation, the Member shall not be considered for Promotion at this time.
- 15.6 In the case of a Member who is a Tenured Associate Professor, the Member may request that consideration for Promotion to Professor be started. Such a request must be made in writing during the month of June, and must be accompanied by the items referred to in Clause 6.4. The Member may make such a request no earlier than three years after Promotion of the Member to the rank of Associate Professor, and may make any subsequent request no earlier than three years following the previous request.
16. Not later than the first day of November in each year, the chair of the Committee on Promotion and Tenure shall place the Committee's recommendation, along with his/her own recommendation, in each case with written reasons, in the Promotion and/or Tenure File and forward the File to the Provost.
- 16.1 A copy of the recommendations of the Committee and the Dean shall be sent to the Member and, where applicable, the Member's Department Chair.
- 16.2 These recommendations shall not be grievable, except as part of a Grievance initiated according to Clause 17.1 below.
- 16.3 In the case of a Joint Appointment between two Faculties, the Deans shall provide separate recommendations for inclusion in the Promotion and/or Tenure File.
- 16.4 In reaching its recommendation, the Committee shall evaluate whether or not the Member has established a sufficiently strong record of performance as described in Clauses 3 and 4 of this Article, and ensure the application of a uniformly high standard across the University for meeting the provisions of Clauses 3 and 4 of this Article.
- 16.5 Should the Committee be considering a negative recommendation, it may request, in writing, additional information from the candidate. This request, and any information received, shall be added to the Promotion and/or Tenure File. If, after receiving additional information, the Committee is still considering a negative recommendation, the Committee must request, in writing, a consultation with the candidate.
- 16.5.1 Before such consultation with the Member, the Committee shall, through its chair, provide the Member with a written statement describing matters of concern to the Committee. This statement shall be added to the Promotion and/or Tenure File.
- 16.5.2 Should the Member fail to meet with the Committee within two weeks of a request for a consultation, the Member shall be deemed to have declined to meet with the Committee.

- 16.5.2.1 The Committee may extend this period in the event that circumstances beyond a Member's control make it impossible to meet with the Committee within the two week period.
- 16.5.3 Should the Member so wish, he or she may be accompanied at the consultation by an Academic Colleague from his/her Department or Faculty, or by a person appointed by the Association.
- 16.5.4 The Member may provide additional documentation at this consultation, and any documentation provided by the Member shall be added to the Promotion and/or Tenure File.
17. The Provost shall either approve or deny each recommendation of the Committee on Promotion and Tenure and the separate recommendation from the Dean, and shall so notify the Member, the chair of the Committee on Promotion and Tenure, and the Member's Department Chair (if applicable), in writing and with reasons, within six weeks of receipt of the Committee's recommendation.
- 17.1 Any Grievance of this decision shall be commenced at Step 3 (Arbitration), according to the provisions of the Article *Grievance and Arbitration*.
18. In the case of Probationary Appointments, where the Provost approves a recommendation that Promotion and/or Tenure be denied, or where the Provost denies a recommendation that Promotion and/or Tenure be approved, the Member's employment at the University shall cease at the end of the Member's Probationary Appointment.
- 18.1 This provision is subject to the outcome of any Grievance referred to in Clause 17.1 of this Article.
- 18.2 Where a Member on a Probationary Appointment has a Grievance arising from Clause 17 of this Article and pending beyond the end of the final year of the Member's Probationary Appointment, the Member's Appointment shall be extended to the end of the Academic Term in which the Arbitrator's decision is released.
19. Following the Employer's notification described in Clause 17, the disposition of the Promotion and/or Tenure File shall be as follows:
- a) in the case of the Promotion and Tenure File of a Member on a Probationary Appointment, and subject to the provisions of Clauses 15.3.1 and 15.4.1 of this Article, the File shall be retained by the Employer for a period of seven years and then destroyed. The File shall be available for the purposes of any Grievance referred to in Clause 17.1 of this Article.
 - b) in the case of a Member who has been considered for Promotion from Associate Professor to Professor:

- (i) if the Member has been promoted, the Promotion File shall be retained by the Employer for a period of seven years and then destroyed.
 - (ii) the File shall continue as the Promotion File if the Member has not been promoted, and shall be returned to the Dean of the Member's Faculty. The *curriculum vitae* present in the File at this point shall remain in the File, alongside any future updated *curriculum vitae*.
- 20. Before the conclusion of each Academic Year the Employer shall report to Senate, the Board and the Association the following data, sorted by gender and by such other designated groups for which data are available:
 - a) the number of Promotion and Tenure Files reviewed under Clause 15 of this Article;
 - b) the number of Probationary Assistant Professors considered for Promotion and Tenure under Clauses 15.1 and 15.3 of this Article;
 - c) the number of Probationary Associate Professors considered for Promotion and/or Tenure under Clauses 15.2 and 15.3 of this Article;
 - d) the number of Probationary Assistant Professors invited to undergo consideration for Promotion under Clause 15.4 of this Article;
 - e) the number of Tenured Associate Professors requesting consideration for Promotion and Tenure under Clause 15.5 of this Article; and
 - f) the number of Tenured Associate Professors requesting consideration for Promotion under Clause 15.6 of this Article;
- 20.2 For each set of data, also sorted in the same fashion, the Committee recommendations made under Clause 16 of this Article shall also be summarized, along with the Employer's decisions under Clause 17 of this Article.

RECOGNITION

1. The Employer recognizes the Association as the sole and exclusive bargaining agent for members of the Bargaining Unit as defined by certificate number 4482-97-R dated May 26, 1998 of the Ontario Labour Relations Board. This document is attached at Appendix A. The certificate and subsequent amendments, if any, shall be incorporated into, and shall become part of, this Collective Agreement.

REDUCED RESPONSIBILITY

1. A Reduced Responsibility Appointment is one in which the Appointment of a Full-Time Member, other than a Member on an Externally-Funded or Visiting Appointment, is reduced from Full-Time to less than Full-Time but on a regular basis. Reduced Responsibility shall not normally be less than 50% of Normal Workload.
2. Notwithstanding the provisions of the Article *Alternative Workload*, the proportions of a Member's efforts devoted to each of Teaching, Research and Service may be altered by a Reduced Responsibility agreement. However, only one of Teaching, Research or Service may be excluded from the Member's Workload under Reduced Responsibility.
- 3.1 A Member may apply to the Dean (through the Chair, if applicable) for Reduced Responsibility. The Dean shall not arbitrarily withhold approval.
- 3.1.1 Members shall apply in writing at least six months before any Reduced Responsibility Appointment is to take effect. Application made less than six months before the proposed change will be considered only in cases of unforeseen circumstances.
- 3.2 A Member's Dean may propose (through the Chair, if applicable) Reduced Responsibility arrangements. Such a proposal shall be in writing, shall invite the Member to discuss its provisions, shall state that the Member's participation in any Reduced Responsibility agreement is voluntary, and shall state that the Member has the right to have a representative of the Association present at any discussion of the proposal.
- 3.2.1 Such a proposal shall be made at least six months before the proposed Reduced Responsibility Appointment is to take effect.
- 4.1 The period of Reduced Responsibility shall depend on the agreement entered into between the Employer and the Member. An initial period of Reduced Responsibility shall run for part or all of an Academic Year, for consecutive Academic Years, until the end of the Member's contract, or, in the case of Tenured faculty members, for up to three consecutive years. The agreement shall state the period for which the Reduced Responsibility arrangements are to apply, the duties of the Member during that period, and the method of weighting the evaluations of the Member's performance based on the Reduced Responsibility arrangements.
- 4.2 An initial period of Reduced Responsibility may be followed by additional periods of Reduced Responsibility. Application for such additional period(s) of Reduced Responsibility must be made in writing at least six months in advance. Approval of such application(s) shall not be arbitrarily withheld. These subsequent periods may run for all or part of an Academic Year, or for a term of years, or until the end of the Member's contract, or until retirement.

5. If the Member and Dean (and Chair if applicable) agree on the provisions of the proposed Reduced Responsibility Appointment, those provisions, including the period of the Reduced Responsibility Appointment, the proportion of Reduced Responsibility to full-time responsibility, duties during the period of Reduced Responsibility, extensions to the Probationary period, provisions for evaluation during and after the period of Reduced Responsibility, and benefits coverage, shall be confirmed in writing and signed by the Member, Chair (where applicable) and Dean.
- 5.1 The proposal shall be forwarded to the Provost for final approval on behalf of the Employer. Such approval shall not be arbitrarily withheld and any decision by the Provost not to approve the proposal shall be accompanied by written reasons. A copy of each approved proposal shall be sent to the Association.
6. In the case of Probationary Members, if a 50% reduction has occurred for two years or longer, the Probationary period for Tenure shall be extended by one year (e.g., from six to seven years). It is the responsibility of the Member to request such an extension through the Chair (if applicable) and the Dean no later than the beginning of the second year of 50% Reduced Responsibility.
7. The level of salary shall be prorated to reflect the proportion of Reduced Responsibility to full-time responsibility.
8. Salary increases shall occur *pro rata* based on the relationship as in Clause 7 above. Salary payments shall continue to be made on a monthly basis over twelve months.
9. Eligibility for and participation in all group insurance plans, legislated plans and pension plans shall continue as is or as amended from time to time, but coverage shall be on a *pro rata* basis (where appropriate) as in Clause 7 above, except as specified in Clause 10 below.
10. Subject to Revenue Canada regulations, for those Members who are over age 55 and with ten or more years of full-time service when beginning the period of Reduced Responsibility, contributions by the Employer and Member to pension and group insurance plans and benefits therefrom shall be on the basis of the deemed continuance of the full-time salary, except in the cases of short- and Long-Term Disability.
- 10.1 If a Member reaches age 55 during the period of Reduced Responsibility, benefits shall continue on a *pro rata* basis as in Clause 9 above for the balance of the Reduced Responsibility arrangement.
11. Vacation and Sick Leave entitlement shall be on a *pro rata* basis as in Clause 7 above.
12. At the Member's discretion, any or all of the benefits other than those specifically covered by Clauses 10 and 11 which may be in force at the time of application for a

Reduced Responsibility Appointment may be continued on a non-*pro rata* basis if the Member agrees to pay the cost difference between the *pro rata* and non-*pro rata* benefit.

13. Under Reduced Responsibility, a Member's sabbatical salary and benefits shall be prorated as in Clause 7, above.
14. Members on Reduced Responsibility shall be eligible for consideration for reappointment, Promotion and Tenure.
15. Requests for amendments to the Reduced Responsibility arrangements shall follow the foregoing procedures.

RETIREMENT AND RESIGNATION

Resignation

1. A Member may resign effective the end of the Academic Year provided that he/she gives notice in writing to the Dean at the earliest possible opportunity, but not later than April 15. A Member may request from the Dean a waiver of this requirement of notice, and such waiver shall not be arbitrarily withheld.

Retirement

2. Unless a Member retires under the Early Retirement provisions of the Pension Plan (see Clause 8 of this Article), all Members will retire on their normal Retirement date, i.e., the July 1 that coincides with or immediately follows their sixty-fifth birthday.
- 2.1 The definition of Pension Plan under this provision shall include reference to both the Academic Pension Plan and the Ontario Teachers' Pension Plan.

Professor Emeritus/Emerita Designation

3. Each Member who holds a Full-Time Appointment for at least five years at the rank of Associate Professor or Professor, and who proceeds on normal or Early Retirement (see Clause 8) shall qualify for the designation "Professor Emeritus/Emerita." Such Members shall be granted the appropriate "Emeritus/Emerita" designation and shall hold this Appointment, for life, subject to the conditions outlined hereafter. Candidates have the right to decline this designation by written notification to the President.
4. The conferring of the designation Professor Emeritus/Emerita does not preclude the Member's remunerated employment at less than a full academic load at this University or elsewhere, either as a Member of the Bargaining Unit or not, depending on the level of employment.
5. In exceptional cases, where a Member does not qualify under the conditions described in Clause 3 above, or where an Early Retirement is based on medical grounds, the Dean may make a recommendation through the Vice-President (Academic) to the President for the conferral of the appropriate Emeritus/Emerita designation. The President shall have the authority to make this Appointment.
- 5.1 At the discretion of the Dean, a Member who proceeds upon normal Retirement following at least five years in (a) Limited-Term Appointment(s) at the rank of Associate Professor or Professor may be granted the formal designation Professor Emeritus/Emerita. The President shall have the authority to make this Appointment.

6. All recipients of the Professor Emeritus/Emerita designation shall be accorded the following privileges, which may only be withdrawn for cause:
- a) they will be named and identified in the calendar as Professor Emeritus/Emerita within the Departmental listing of academic staff;
 - b) they will be invited to all Convocations and other public events of the University to which all faculty are invited, and may elect to take part in Convocation processions of the Faculty;
 - c) all social areas of the University Campus will be open to them on the same basis as to Members;
 - d) they will be provided with identification cards and accorded full library privileges;
 - e) they will each be provided with a free account for forty hours per month of dial-in and remote access facilities for Internet and Campus backbone access. They may purchase additional time at the same rate charged to Members;
 - f) they will be permitted to park free of charge at all times at the Alumni/Thompson parking lot and at all metered parking spaces, and at other parking facilities at any time on weekends and holidays, and between 5:00 p.m. and 6:00 a.m. every working day; and
 - g) a Professor Emeritus/Emerita who is a member of the Faculty of Graduate Studies shall be eligible to vote for representatives of the Faculty of Graduate Studies to the Senate. (Ballots will be mailed to the Emeritus/Emerita Professor's Home Unit.)

Pension Plan

7. The Employer shall continue the UWO Pension Plan for members of the academic staff, hereafter called the Pension Plan, and such Pension Plan shall be governed in accord with the official Pension Plan documents which shall be provided to the Association upon request. Notice of any proposed change to the official Pension Plan documents shall be provided to the Association sufficiently in advance of the planned implementation date for the Association to make representation(s) on the issues to the Academic and/or Joint Pension Board(s). Any change to the official Pension Plan documents shall be provided to the Association forthwith upon it taking effect.
- 7.1 Members shall continue to be eligible to participate in the Pension Plan in accord with the official Pension Plan documents current at ratification.
- 7.2 The electoral process prevailing at the date of Certification for selecting Pension Plan members to sit on the Board of the Pension Plan shall be maintained.

- 7.3 Contributions to the Pension Plan shall be made for eligible Members in accord with the current official Plan documents, namely as follows:

Academic Pension Plan

Employer contributions: 8.5% of regular annual earnings.

Member contributions: either 1.5% or 5.5% of regular annual earnings, at the Member's discretion.

Ontario Teachers' Pension Plan (as required by current plan provisions)

Employee contributes 7.3% of earnings up to the Yearly Maximum Pensionable Earnings (YMPE) ceiling and 8.9% on earnings over YMPE. The Employer matches the Employee contribution.

Early Retirement

8. In accord with the terms of the Pension Plan, Early Retirement is permitted at any time within ten years of the normal Retirement date. For the purpose of this Collective Agreement, the term "early retirement" shall include retirement taken under the Early Retirement Compensation Plan.
- 8.1 The provisions of the Early Retirement Compensation Plan for Faculty, approved by the Board on February 28, 1991 and attached to this Agreement as Appendix E, shall remain in force.

SABBATICAL LEAVE

1. With the exception of Compassionate Leave, Court Leave, Pregnancy, Parental and Adoption Leave and Sick Leave, at least two years of full-time continuous service shall elapse between any two successive Leave periods, and a Member shall not be on Leave for more than twenty-four months in any seven-year period. These restrictions may be modified in individual cases by the Provost, on recommendation from the Dean, at the request of the Member. Approval of any such request shall not be arbitrarily withheld.
2. Only Tenured Members are eligible for Sabbatical Leave.
3. With the exception of activities pertinent to a Member's obligations as a supervisor or chief advisor of graduate students, the purpose of a Sabbatical Leave is to allow a Tenured Member's Workload to consist exclusively of activities defined by the Member's Academic Responsibilities in the area of Research.
4. Subject to the provisions of Clauses 5, 6 and 7 of this Article, a Tenured Member is eligible to apply for a twelve-month Sabbatical Leave to begin after six years of continuous service since completion of the last Sabbatical Leave, or from the date of first Appointment to The University of Western Ontario at the rank of Assistant Professor or above; alternatively, a Tenured Member is eligible to apply for a six-month Sabbatical Leave to begin after three years of continuous service since completion of the last Sabbatical Leave at The University of Western Ontario.
5. The period of service accumulating towards eligibility to apply for a Sabbatical Leave may be interrupted by other Leaves allowed under this Agreement. With the exception of Compassionate Leave, Court Leave, Pregnancy, Parental and Adoption Leave and Sick Leave, if the total period of Leave exceeds three months in any one calendar year, none of the Leave period shall count towards the time accumulating towards eligibility to apply for a Sabbatical Leave.
6. Any agreement made between the Employer and a Member under the provisions of the Articles *Alternative Workload* or *Reduced Responsibility* shall contain explicit provisions defining the method by which Sabbatical Leave eligibility will be calculated during the period of the Alternative Workload or Reduced Responsibility agreement.
7. Members who have been appointed directly from a position at another University may be granted a maximum of three years' credit for service at the other University. Subject to this maximum, the service at other Universities shall normally count at the rate of one year Sabbatical credit for each two years of service. The extent to which service at the other University will count towards eligibility to apply for a Sabbatical Leave must be agreed upon at the time of the Member's Appointment and must be stated in the Member's Letter of Appointment.

8. All Sabbatical Leaves shall be for either six or for twelve months at 82.5% of salary, except the first after the Probationary period, which shall be at 87.5% of salary.
9. Subject to Clause 14, a twelve-month Sabbatical Leave shall normally commence on July 1 and terminate on June 30 of the Academic Year for which a Sabbatical Leave has been approved. With the approval of the Dean, a Sabbatical Leave may commence on January 1 and terminate on December 31 of the same year.
10. Subject to Clause 14, a Member may request that a six-month Sabbatical Leave start on either July 1 or January 1 of the Academic Year for which a Sabbatical Leave has been approved by the Employer. A six-month Sabbatical Leave that is approved to start on July 1 shall terminate on December 31 of the same year; a six-month Sabbatical Leave that is approved to start January 1 shall terminate on June 30 of the same year.
11. A Member on Sabbatical Leave shall undertake a full-time commitment to Research, and shall not accept paid employment that conflicts with this commitment. Total employment income during the Sabbatical Leave shall not exceed 125% of normal salary without prior approval of the Provost.
12. A Member applying for a Sabbatical Leave shall provide the following to the Dean of his or her Faculty:
 - a) an up-to-date *curriculum vitae*;
 - b) a description of the nature and location of the activities to be undertaken during the Sabbatical Leave, and a description of the expected outcomes;
 - c) a copy of all invitations if the Member intends to spend all or part of the Sabbatical Leave at one or more locations other than the Member's normal, assigned workplace;
 - d) if applicable, a copy of the report submitted following the previous Sabbatical Leave;
 - e) the requested start and end date;
 - f) a description of all Leaves taken (including the dates of departure and return) in the previous seven years;
 - g) a copy of the Member's Letter of Appointment, if this letter dealt with Sabbatical Leave credit referred to in Clause 7; and
 - h) other documents, if any, demonstrating the Member's progress or accomplishments in Research as defined in the Article *Academic Responsibilities of Members*, during the previous six years.

- 12.1 These documents must be received in the Office of the Dean not later than the second Monday in September of the year preceding the Academic Year during which the Sabbatical Leave is to commence.
13. The Member's application shall be evaluated by the Dean of the Member's home Faculty using the following criteria:
- a) the application is complete and accurate;
 - b) the Member meets the eligibility criteria set out in Clauses 1, 2 and 4 through 7 of this Article;
 - c) the Member has a satisfactory record of accomplishment in Research, as defined in the Article *Academic Responsibilities of Members*, during the previous six years. The Dean's evaluation of the Member's record of accomplishment shall include, but need not be limited to:
 - (i) the Annual Performance Evaluations of the preceding years; and
 - (ii) any other evidence of progress or accomplishment in Research that is submitted by the Member;
 - d) the proposed activities and the expected outcomes are viable and credible, and consistent with the purpose of Sabbatical Leaves;
 - e) the report on the previous Sabbatical Leave, if any, provides evidence that the applicant's research activity and productivity will be enhanced by a Sabbatical Leave; and
 - f) the Member is able to comply with the provisions of Clause 19 of this Article.
- 13.1 Where a Member's Appointment is in a Department, the Dean shall consult with the Department Chair. The Employer shall then approve or deny the application. Such approval shall not be arbitrarily withheld and any decision not to approve shall be accompanied by written reasons.
- 13.2 If the Dean finds in his or her initial consideration of the application for a Sabbatical Leave that the application may not meet the criteria listed in Clause 13 a) through f) above, the applicant will be sent a letter asking for more information. If, after receiving the information (or no information is forthcoming within two weeks of the request), the Dean still finds that the application may not meet the criteria listed in Clause 13 a) through f) above, the Dean shall provide the applicant with a letter describing the manner in which, in the Dean's view, the criteria have not been met. This letter shall contain an

invitation to the applicant to meet with the Dean. At such a meeting, the Member may be accompanied by a representative of the Association. The meeting with the applicant will take place before the Employer makes his or her decision, unless the applicant declines the invitation, or fails to meet with the Dean within two weeks of the letter being sent.

14. In the judgment of the Dean, it may be necessary for a Member to postpone his or her Sabbatical Leave by up to one year in order to ensure the effective functioning of the Faculty. If an approved Sabbatical Leave is so postponed, the Member shall be eligible to apply for a subsequent Sabbatical Leave to begin up to one year earlier than the eligibility requirements in Clauses 1, 2 and 4 through 7 dictate. In the case where the Member's deferred Sabbatical Leave occurs in the year containing the Member's normal Retirement date, the provisions of Clause 19 shall not apply.
15. Subject to Clause 14, a Member for whom a Sabbatical Leave has been approved shall proceed on the Sabbatical Leave on the approved date and for the approved period.
16. A Member whose application for Sabbatical Leave has been approved may request that a portion of his or her salary while on Sabbatical Leave be paid as a Research Grant and/or as a Removal Expense. Insofar as the request is deemed by the Employer to be in compliance with the Income Tax Act and Revenue Canada policy, the Employer shall agree to such a request; however, the Member accepts responsibility for any subsequent adverse judgment by Revenue Canada.
17. Members on Sabbatical Leave are not eligible for consideration for Promotion while on Leave. The record of activity in Research shall be included if/when a Member is subsequently considered for Promotion.
18. Upon completion of a Sabbatical Leave, the Member shall, within three months, provide the Dean of his or her Faculty with a report describing the activities undertaken during the Sabbatical Leave and the actual and anticipated outcomes.
19. A Member on Sabbatical Leave shall return to his or her position for a period equal to the length of the Sabbatical Leave. Should a Member not satisfy this condition, he/she will be indebted to the Employer for the sum of monies paid to him/her by the Employer during his/her Sabbatical Leave, unless the Employer waives such obligation.

TRANSITION PROVISIONS

Appointments, Promotion and Tenure

1. All Members currently appointed to the rank of Instructor shall be reappointed to the rank of Assistant Professor where the appointee holds an earned doctoral degree or equivalent. All other Instructors will be reappointed at the rank of Lecturer.
- 1.1 All Members who have been so reappointed from the rank of Instructor to the rank of Lecturer or Assistant Professor and who have held a Full-Time faculty appointment for a period of seven or more years shall be granted an employment contract which shall remain in place until retirement, voluntary resignation, dismissal for cause or any other basis for termination established under the provisions of this Collective Agreement.
2. All Members currently holding the rank of Assistant Professor with Tenure shall be reappointed at the rank of Associate Professor.
3. All Members currently holding a Limited-Term Appointment at the rank of Assistant Professor, Associate Professor or Professor shall retain their rank for the duration of their current appointment, and for the duration of any subsequent Appointment they hold at this University. In addition, such Members shall retain any and all existing entitlement to Promotion through the ranks, and to current contract renewal arrangements.
4. Part-Time Members who, at the date of ratification, have held Limited-Duties Appointments in six of the last eight years shall not be subject to the provisions of Clause 11 of the Article *Appointments*.
5. Part-Time Members who have taught university degree credit courses through the Faculty of Part-Time and Continuing Education will have this past service credited to the Home Unit (or its successor) for the course for the purposes of Clauses 11 through 21 of the Article *Appointments*.

Promotion and Tenure for Candidates Under Consideration in the 2000-2001 Cycle

6. Any Member under consideration for Promotion and Tenure or Promotion to Professor in 2000-2001 may:
 - a) elect to be reviewed under the terms of the Collective Agreement in 2001-2002. Members so electing will accumulate additional time toward Sabbatical Leave entitlement should they experience a delay in Sabbatical Leave as a result of this change; or
 - b) elect to be reviewed under the terms of existing Conditions of Appointment.

Members must confirm their election of either option a) or option b) in writing to their Dean within four weeks of ratification. Members failing to do so will be reviewed according to option a). Immediately upon ratification, Deans shall notify all Members in their Faculty, directing their attention to this provision.

Sabbatical Leave in the 2000-2001 Cycle

7. All Members holding a Tenured Appointment wishing to apply in calendar year 2000 for a Sabbatical Leave in Academic Year 2001-2002 shall be considered in accord with the terms of this Collective Agreement. The review shall take place in the Fall term, 2000. Immediately upon ratification, Deans shall notify all Members in their Faculty, directing their attention to the relevant provisions.

Official File

8. Following ratification of the Agreement, Official Files for all Members will be compiled by the relevant Deans' offices.

Modified Alternative Workload for UWOFA Executive Members

9. Following ratification of the Agreement, Modified Alternative Workload arrangements for eligible UWOFA Executive Members shall be planned in the relevant Deans' offices, in consultation with Department Chairs, if applicable.

Members with Administrative Responsibilities

10. The terms of existing contractual agreements with Members holding administrative appointments at the time of ratification will be honored.

Workload Committee, Annual Performance Evaluation Committee and Annual Performance Evaluation

11.
 - a) Workload and Annual Performance Evaluation Committees will carry out their mandates by November 30, 2000. For purposes of Workload and Annual Performance Evaluation Committee work, the ratification date is September 1, 2000;
 - b) Members shall submit Annual Reports by February 15, 2001;
 - c) Annual Performance Evaluations shall be completed for each Member by April 1, 2001.

Appointments of Limited-Term Faculty, Probationary Faculty and Department Chairs

12. Searches for Limited-Term Faculty, Probationary Faculty and for Department Chairs already underway to the point of advertising at the time of ratification shall continue to conclusion in accord with the terms of Conditions of Appointment.

Limited-Duties Appointments

13. The following provisions of the Article *Appointments* with respect to Limited-Duties Appointments may not take effect until October 1, 2000:

5.1.1, 5.4	Past practice in each Unit may continue until October 1, 2000.
11	(No accompanying text)
12, 13, 14	Appointment on a 2-year rolling basis shall be made retroactive to the beginning of the Appointment, subject to the Tier status determination.
18 through 18.3, inclusive and 18.5	For 2000-2001 positions which have been filled at the time of ratification, posting of anticipated Limited-Duties Appointments is waived.
18.4	For 2000-2001 positions which have been filled at the time of ratification, the criteria of Performance, Experience and Qualifications are waived.
19 and 19.2	Preferential hiring for Members holding Tier 1 and Tier 2 Appointments is waived until October 1, 2000.
	After the Tier status of all Limited-Duties Members has been determined by October 1, 2000, that status and associated compensation shall be retroactive to the beginning of the Appointment currently held.

USE OF FACILITIES AND SERVICES PROVIDED BY THIRD PARTIES UNDER LICENSE OR CONTRACT

1. The Employer shall notify Members of all terms and conditions attaching to the use, by Members or by those under their supervision, of specialized facilities and/or services provided to the Employer by third Parties under license, contract or other agreement. Such facilities and services may include, but are not limited to, specialized databases, software and equipment, whether located on or off Campus.
2. As a condition for the use of such facilities or services, Members may be required to confirm their understanding and acceptance of prescribed responsible use obligations by submitting to the Dean or designate a signed user agreement or statement of preparedness to comply.
 - 2.1 Members may be asked to identify individuals under their supervision who, by virtue of likely or intended use, should be asked to sign a user agreement or statement of preparedness to comply. Members may be asked to notify any staff members, students or other persons under their supervision who may use such facilities or services, of any prescribed responsible use obligations.
3. Should the University be called to account for alleged breach(es) of a term or condition in such an agreement, the Employer may request assistance from individual Members in conducting an investigation. Such assistance shall not be arbitrarily withheld.
4. Nothing in this Article shall be construed as placing an obligation on Members to accept or use any particular facility or service in the fulfilment of their Academic Responsibilities.

VACATIONS AND HOLIDAYS

1. Each Full-Time Member is entitled to twenty-two working days of vacation in each Academic Year of service. There shall be no remuneration in excess of the annual salary in the event that the Member chooses to work through all or part of his or her vacation period.
2. A Full-Time Member shall take vacation at a time or times agreeable to the Member and his or her Chair (or Dean, in the case of Faculties without Departments). In Faculties with Departments, where agreement cannot be reached between the Member and Chair, the matter shall be referred to the Dean. The Dean shall not arbitrarily deny a request to take vacation at the time or times sought by the Member. Vacation may not be taken in a period during which the Member has scheduled Academic Responsibilities.
- 2.1 In the event that a Member has not submitted vacation plans to the Chair (or Dean, in the case of Faculties without Departments) by July 1 of any given year, the Member shall take or be deemed to have taken vacation starting on July 15 and ending when the full allotment of vacation days, as described in Clause 1, has been expended.
3. A Part-Time Member or a Member appointed for less than twelve months in any year shall be paid a monthly vacation payment in lieu of a paid vacation in the amount of 6% of salary earned in each month.
4. In addition to paid vacation, the following holidays shall be granted on the day on which the holiday occurs or is celebrated by the University: any day declared as a holiday by the President or as a statutory holiday by the federal or provincial authorities, and any other day on which the University premises are declared closed by the President.
5. Members are entitled, upon due notice, to rearrange their duties as required to permit them to observe the religious obligations and practices of their faiths.

WORKING CONDITIONS

1. To enable Members to fulfil their Academic Responsibilities as defined in the Article *Academic Responsibilities of Members*, the Employer shall provide facilities and support within the framework of operating requirements.

General Working Environment

2. Where construction or other similar forms of interference create working conditions which seriously impinge on a Member's ability to meet his or her Academic Responsibilities, the Employer shall endeavour to provide suitable temporary alternative space.
- 2.1 Nursing Members shall have access to private facilities for the nursing of infants.

Security

3. The Employer shall provide adequate lighting on established Campus routes leading from parking areas to places of work.
- 3.1 Between 5:00 p.m. and 6:00 a.m., all core parking lots shall be open without additional charge to Members who hold permits for perimeter lots.
- 3.2 The Employer shall consider and respond to personal security concerns which the Association brings to the Employer's attention.
- 3.3 The Joint Committee shall discuss measures to deal with issues surrounding personal security brought to it by either Party.

Office and Laboratory Space Assigned to Members

4. The Employer shall provide each Member with a furnished office and a telephone. The Employer shall not be responsible for telephone charges other than basic local telephone charges unless such charges are incurred in the course of the Member's Academic Responsibilities with the prior approval of the Chair (or Dean, in Faculties with Departments). Part-Time Members may be required to share an office.
- 4.1 Any reassignment or alteration of office or laboratory space shall be discussed with the Member directly affected as soon as the need for reassignment or alteration has been determined.
- 4.2 Animals kept as pets may be brought to Members' offices except where the presence of the animal(s) is objected to by a person or persons with a legitimate interest in the matter.

Such objections shall be made in a signed letter to the Chair (or Dean, in Faculties without Departments).

Technology and Support Services

5. Each Member shall be provided with free connection for a computer at an on-campus location to the University computer system and the Internet.
- 5.1 Each Member shall be provided with forty hours per month of dial-in and remote access facilities for Internet and Campus backbone access without charge. The Employer may assess charges not to exceed \$0.50 per hour for Members requiring additional time. This amount shall be deducted by the Employer from the amount available to the Member for Professional Expense Reimbursement under the Article *Professional Expense Reimbursement*.

Library Facilities

6. Subject to Library regulations, all Members shall be given access to all the library holdings on Campus. Access for Part-Time Members shall be granted from the time at which an offer of Appointment is made and shall continue for twelve months.

Faculty Start-up Grant

7. The Employer shall provide each new Member on a Probationary Appointment, upon application and approval, with a three-year start-up Research Grant of up to \$6,000. Members eligible to apply for these grants include those who have been hired on or since July 1, 1999.

Teaching Facilities

8. Members shall not be required to conduct or participate in classes, tutorials or laboratories where the attendance exceeds the capacity of the assigned space.

Departmental/Institutional Support

9. A Member shall not be assigned new duties that, as of July 1, 1999, were exclusively performed by members of other employee groups, unless the Member agrees to such duties.
- 9.1 Through each Faculty, Members shall have, within reasonable limits determined by the Member's Dean or designate, access to photocopying and facsimile facilities and basic office supplies.

Parking

10. Members shall have access to parking facilities, subject to the prevailing regulations.
- 10.1 Parking rates for Members shall not be increased by more than the Consumer Price Index (CPI), as determined annually from January to January by Statistics Canada, unless the Association is first advised and given the opportunity to respond in writing to the rationale provided by the Employer.

WORKLOAD

1. A Member's Workload consists of activities undertaken in fulfilment of his or her Academic Responsibilities in the areas of Teaching, Research and/or Service, as defined in the Article *Academic Responsibilities of Members*.
 - 1.1 Subject to the provisions of Clause 2 of the Article *Academic Responsibilities of Members*, the Normal Workload, as defined in this Article, of Probationary or Tenured Members shall balance Teaching, Research and Service such that the commitment of activity in each of Teaching and Research shall be approximately equal and each shall be greater than in the area of Service.
 - 1.2 The Normal Workload of Full-Time Members other than those in Clause 1.1 of this Article shall consist of activities in areas of Teaching, Research and/or Service as described in their Letter of Appointment, and as modified in any subsequent arrangements documented in the Member's Official File.
 - 1.3 The Workload of Part-Time Members shall be defined by the Limited-Duties Appointments they hold, and shall consist of the duties and responsibilities specified in the Letter of Appointment for each Limited-Duties Appointment. Subject to the provisions of Clause 4 of this Article, the Workload associated with the teaching of a particular university degree credit course shall be similar for both Full-Time and Part-Time Members.
2. In each Department, or in Faculties without Departments, as applicable, the specific details of the Normal Workload of Full-Time Members shall be identified. The Normal Workload must be consistent with the operating obligations of the Department or Faculty, and the University, and must have been approved by the Dean. These obligations shall include any Employer-approved participation of the Department's or Faculty's Members in programs outside the Department or Faculty. The process of identification and approval shall be as specified in Clause 3 of this Article.
3. Following ratification of this Collective Agreement, and following each anniversary of this ratification, a Workload Committee shall be established in each Department or in each Faculty without Departments, as applicable. This Committee shall be chaired and convened by the Chair of the Department, or in the case of a Faculty without Departments, by the Dean of the Faculty. In addition to the Committee chair, the Committee shall consist of a minimum of three Members, of which no more than one shall be a Part-Time Member, elected from and by the Members of the Department or Faculty.
 - 3.1 Within three months of the ratification of this Collective Agreement, and subsequently within one month of each anniversary of this ratification, the Committee shall:

- a) review the obligations of the Unit. These include:
 - (i) the Teaching work of the Department or Faculty. This includes the preparation and presentation of graduate and undergraduate courses, student evaluation, academic counselling, curriculum development, supervision of teaching assistants, supervision and advising of graduate and undergraduate students. This also includes Employer-approved participation of the Department's or Faculty's Members in programs outside the Department or Faculty. This review may include an assessment of how the Workload associated with a university degree credit course varies among the courses offered by the Department or Faculty;
 - (ii) the Research work of the Department or Faculty;
 - (iii) the Service work of the Department or Faculty;
- b) review the teaching resources available within the Department or Faculty. These include:
 - (i) the number of Limited-Duties Appointments available;
 - (ii) the number of Full-Time Members available;
 - (iii) any arrangements made under the provisions of this Collective Agreement that reduce or increase the Academic Responsibilities of the Full-Time Members in the area of Teaching; and
- c) consider the obligations, teaching resources and past practices of the Department or Faculty, and propose in writing a Normal Workload for Full-Time Members of the Department or Faculty undertaking the normal balance of Teaching, Research and Service activities described in Clause 1.1 of this Article.

3.2 The proposed Normal Workload shall be ratified by a majority ballot of Full-Time Members of the Department or Faculty, as applicable, and forwarded to the Dean within four months of the ratification of the Collective Agreement, and subsequently within two months of the anniversary of this ratification. If the proposed Normal Workload is not ratified by a majority ballot, the provisions of Clause 3.3.2 of this Article shall apply.

3.3 The Dean shall consider whether the proposed Normal Workload ratified by the Department or Faculty permits the Department or Faculty to fulfil its obligations.

3.3.1 If the Dean does not agree that the proposed Normal Workload permits the Department or Faculty to fulfil its obligations, the proposal shall be returned to the Workload Committee along with written reasons for the Dean's disagreement. The Committee shall review the proposed Normal Workload and submit a revised version to the Full-Time Members of

the Department or Faculty for ratification by a majority ballot. This revised Normal Workload shall be submitted to the Dean. Resubmission to the Dean shall occur within one month of the return of the proposal to the Workload Committee. If this does not occur, the provisions of Clause 3.3.2 of this Article shall apply. If the Dean does not agree that the resubmitted proposed Normal Workload permits the Department or Faculty to fulfil its obligations, the provisions of Clause 3.3.2 of this Article shall apply.

- 3.3.2 In the absence of a ratified proposed Normal Workload that, in the view of the Dean, permits the Department or Faculty to fulfil its obligations, the Dean shall identify the Normal Workload of Full-Time Members in the Department or Faculty. The Dean shall consider the teaching resources available in the Department or Faculty, past practice in the Department or Faculty, along with the obligations of the Department or Faculty in the areas of Teaching, Research and Service as a guide in the identification of the Normal Workload. The Dean shall not increase the average Workload that exists in the Department or Faculty unless a majority ballot of the Full-Time Members of the Department or Faculty ratifies the increase.
- 3.4 A copy of the Normal Workload shall be made available to Members in the Faculty or Departmental office, as applicable, and a copy shall be sent to the Association.
4. It is recognized that fluctuations in the Workload associated with the teaching of a particular university degree credit course may occur from year to year, and that a Member's Workload in the area of Teaching may, in any one year, be increased or decreased by factors such as the following:
 - a) the total number of students in the class;
 - b) requirements for clinical supervision, or supervision of laboratory or practicum work;
 - c) additional preparation required for a course that is new to a Member or new to the Department or Faculty, or substantially revised;
 - d) reduced preparation required for a course that the Member has taught before or is teaching concurrently;
 - e) availability of marking, teaching or laboratory assistants;
 - f) requirements for supervision of marking, teaching, or laboratory assistants;
 - g) the level (introductory, upper year, graduate) and type of instruction involved (lecture, laboratory, practicum, clinic, seminar);
 - h) the nature of the subject, including but not limited to requirements for periodic revision and update;

- i) teaching and evaluation methods;
- j) whether the course is located on or off Campus;
- k) the number of graduate students advised by the Member, and the stage they have reached in their program of study; and
- l) additional or reduced assignments arising from emergencies, such as the unexpected unavailability of colleagues or cancellation of courses.

4.1 Subject to Clause 4.2 of this Article, the Workload of each Full-Time Member in a Department or in a Faculty without Departments shall be similar to the Normal Workload identified in Clause 3.1 of this Article when averaged over a period of years. This period shall normally be no more than six years.

4.2 Any alternative arrangements that allow a Full-Time Member's Workload to deviate substantially from the Normal Workload of the Unit and remove the requirement that a Member's Workload should be similar to the Unit's Normal Workload when averaged over a period of years must be specified in the Member's Letter of Appointment, or must be approved by the Member's Dean and documented in the Member's Official File and, as applicable, in the Member's Promotion and Tenure File. Any such arrangements shall be in accord with the provisions of this Collective Agreement.

5. Only Teaching and Service responsibilities may be assigned to a Full-Time Member. While time can be allocated for Research, specific Research areas shall not be assigned.

5.1 The Teaching component of a Full-Time Member's Workload shall be assigned annually by the Member's Home Unit Dean or designate, as will any assignable components of the Member's Workload in the area of Service.

5.1.1 Any assignment of Service responsibilities within a Department or Faculty shall take into consideration any extra-Unit responsibilities elsewhere in the University, as specified in Clause 6 of the Article *Academic Responsibilities of Members*.

5.1.2 The Dean or designate shall provide the Full-Time Member with the Member's assigned Teaching and Service Workload in writing for the September 1 to August 31 period by May 30 in the previous Academic Year.

5.1.2.1 The Member's assigned Teaching and Service Workload may be altered if unforeseen events occur after the Workload has been assigned which require alterations in the assigned Workload.

6. Each Member may request, on an annual basis, a meeting with the Member's Dean, or designate, to review the Member's Workload. The meeting shall take place within fifteen working days of receipt of the request. At the Member's discretion, he or she may be accompanied by a colleague or an Association representative at this meeting.
7. At the end of each Academic Year the Dean or designate shall provide a report to the Members of the Department or Faculty listing the courses actually taught by each Member, together with the enrolments in these courses, and the number of graduate students for whom each Member served as a chief adviser or supervisor, or in some other capacity involving significant commitment of time. A copy of this annual report shall be sent to the Association.

Letters of Understanding

- A. Letter of Understanding on Daycare
- B. Letter of Understanding: Sabbatical Leave Application; Appointments (doctoral degree in progress)
- C. Teaching Limits for Full-Time Members


Collective Agreement Between The University of Western Ontario
and
The University of Western Ontario Faculty Association
July 1, 1998 - June 30, 2002

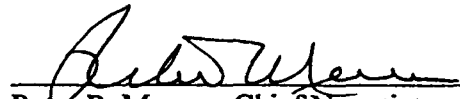
LETTERS OF UNDERSTANDING - A

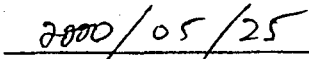
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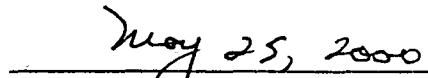
Appendix A: Letter of Understanding on Daycare

The Parties agree that the Joint Committee, pursuant to the provisions of the Article Joint Committee, will begin discussions on the matter of Daycare within one year of ratification of this Agreement.


A. Michael Dawes, Chief Negotiator
The UWO Faculty Association


Peter P. Mercer, Chief Negotiator
The University of Western Ontario


Date


Date

Letter of Understanding

The parties agree that the Collective Agreement is silent on whether or not Probationary Members in the last year of their probationary period may submit applications for Sabbatical leave.

The parties also agree that the Collective Agreement is silent on the appointment of a candidate without an earned doctoral degree or its equivalent to a probationary position and on arrangements for the completion of the degree.

The parties therefore on a without prejudice or precedent basis agree that the following will form part of the Collective Agreement for the life of this Collective Agreement.

Sabbatical Leave Application

Current Probationary Members who will be considered for Tenure within the life of this Collective Agreement can make application for Sabbatical Leave.

It is understood that only tenured Members will be eligible to take Sabbatical Leave.

The deadline for application for the above noted persons for the year 2000 only will be extended until October 23, 2000, instead of the current second Monday in September.

Appointments (doctoral degree in progress)

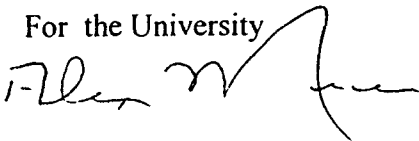
The parties agree to the following:

That a candidate for a probationary position may be appointed to the rank of Assistant Professor or higher on a probationary appointment, provided that the doctoral degree or its equivalent is in progress.

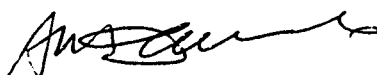
It is agreed and understood that if the doctoral degree or its equivalent is not completed within three (3) years from the date of appointment (excluding periods provided for in the Collective Agreement which result in the extension of the above noted period, e.g., pregnancy leave, leave of absence) the Member's rank will change to that of Lecturer (Limited-Term), and the salary will change to that of Lecturer. It is agreed and understood that the appointment procedure referred to above may have a limited retroactive application back to July 1, 2000. The parties also understand that any retroactive application will not have a detrimental effect on current appointees. For clarity, current appointees may be given the benefit of the above noted provision to be reappointed to a higher rank but not demoted to a lower rank.

Signed this 16th Day of October at London in the year 2000

For the University



For the Association



LETTERS OF UNDERSTANDING - C

LETTER OF UNDERSTANDING

This Letter of Understanding is attached to and forms part of this Collective Agreement until its expiry.


Teaching Limits for Full-Time Members

With respect to the Transition Provisions, specifically Clause 13, Limited-Duties Appointments, where it states the "past practice in each unit may continue until October 1, 2000," it is agreed that this will apply also to Full-Time Members who have Limited-Duties Appointments.

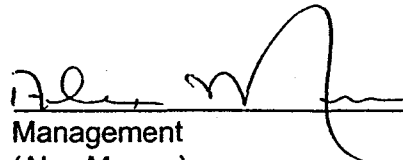
For clarity, this means that if a Full-Time Member has taught courses during the year from May 1 to October 1, 2000, the one-course maximum outlined in the Appointments Article, specifically 11.7.1 shall not apply.

However, the one-course maximum for Full-Time Members outlined in Clause 11.7.1 of the Appointments Article will be respected for all other appointments falling outside the above-noted exception.

Signed this 11th Day of December, 2000



Association
(Mike Dawes)



Management
(Alex Mercer)

OLRB CERTIFICATE 4482-97-R

File No. 4482-97-R

The Labour Relations Act, 1995
Before the Ontario Labour Relations Board

Between:

University of Western Ontario Faculty Association,

Applicant,

- and -

University of Western Ontario,

Responding Party.

Certificate

Upon the application of the applicant and in accordance with the provisions of the Labour Relations Act, THIS BOARD DOTH CERTIFY University of Western Ontario Faculty Association as the bargaining agent of all persons employed as members of the academic staff at The University of Western Ontario, in the City of London, having full responsibility at least equivalent to that associated with teaching one full university degree credit course in any calendar year, save and except: (a) full voting members of the Board of Governors; (b) persons who hold any position in the University at, or equivalent to, or higher than the rank of Associate Dean or above, including but not restricted to, Dean, Vice-Provost, Vice-Presidents, the President, and anyone who is appointed to act in these positions; (c) persons employed in a professional capacity as per Subsection 1(3)[(a)] of the Labour Relations Act; (d) persons holding visiting appointments while on leave from another university, institution, firm or government agency, unless: (i) they hold an academic appointment at The University of Western Ontario at London; (ii) they carry full responsibility at least equivalent to that associated with teaching one full University degree credit course in any calendar year at The University of Western Ontario at London; and (iii) they are on leave without salary from their home university, institution, firm or government agency;

(e) persons seconded to positions providing confidential assistance to the President, the Provost, the Vice-Provost or a Vice-President of The University of Western Ontario; (f) persons seconded for a term of not less than one year to a non-academic administrative position, so long as it is the secondee's principal responsibility; (g) persons for whom a trade union held bargaining rights at The University of Western Ontario as of the date of this application to the Ontario Labour Relations Board; (h) retired academic staff except insofar as such persons come within the bargaining unit independently of their status as retired academic staff.

This certificate is to be read subject to the terms of the Board's decision(s) in this matter and, accordingly, the bargaining unit described herein is to be read subject to any qualifications referred to in the said decision(s) of the Board.

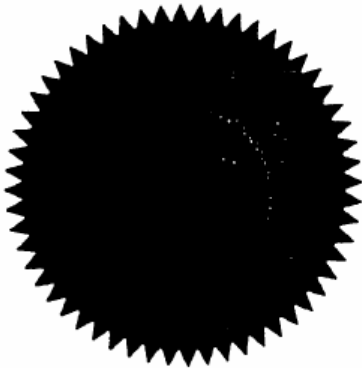
DATED at Toronto this 26th day of May, 1998.

ONTARIO LABOUR RELATIONS BOARD



Tim R. Parker

Registrar



Canadian Library Association Position Statement:
(Text taken from the CLA web page <http://www.cla.ca/about/intfreed.htm>)

SUBJECT: Statement on Intellectual Freedom
APPROVED BY: Executive Council
DATE APPROVED: June 27, 1974; Amended November 17, 1983
and November 18, 1985

All persons in Canada have the fundamental right, as embodied in the nation's Bill of Rights and the Canadian Charter of Rights and Freedoms, to have access to all expressions of knowledge, creativity and intellectual activity, and to express their thoughts publicly. This right to intellectual freedom, under the law, is essential to the health and development of Canadian society.

Libraries have a basic responsibility for the development and maintenance of intellectual freedom.

It is the responsibility of libraries to guarantee and facilitate access to all expressions of knowledge and intellectual activity, including those which some elements of society may consider to be unconventional, unpopular or unacceptable. To this end, libraries shall acquire and make available the widest variety of materials.

It is the responsibility of libraries to guarantee the right of free expression by making available all the library's public facilities and services to all individuals and groups who need them.

Libraries should resist all efforts to limit the exercise of these responsibilities while recognizing the right of criticism by individuals and groups.

Both employees and employers in libraries have a duty, in addition to their institutional responsibilities, to uphold these principles.

LIST OF ARBITRATORS

1. Howard Brown
2. Michel Picher
3. Paula Knopf
4. Brian Keller
5. Joe Carriere
6. Pamela Chapman
7. Kevin Whitaker
8. Mort Mitchnick
9. Tom Jolliffe
10. Maureen Saltman

<i>Policy</i> THE UNIVERSITY OF WESTERN ONTARIO GUIDELINES ON ACCESS TO INFORMATION AND PROTECTION OF PRIVACY		<i>Number</i> 1.23
		<i>Page</i> 1
<i>By Authority of the President & Vice-Chancellor</i> <i>Secretary, The Board of Governors</i>	<i>Classification</i> General	<i>Effective Date</i> 23MAY96 <i>Supersedes</i> new

As a publicly funded institution which operates with a high degree of autonomy and self-regulation, The University of Western Ontario affirms the importance of the principle of freedom of information and the obligation to conduct its operations as far as possible in ways that are open to public scrutiny. Also, The University of Western Ontario is committed to the protection of the privacy of individuals with respect to personal information about themselves held by the University. Therefore, The University of Western Ontario has enacted the following Guidelines to support these principles of openness, accountability and protection.

I. **GENERAL**

1. The Basic Principles

The purpose of these Guidelines is to create standards for access to information and privacy protection. The Guidelines are based on the following principles:

- (a) As a general rule, with the exception of personal information, information contained in University records should be available to members of the University community and to members of the public more generally;
- (b) The necessary exemptions from the general principle favoring access should be as limited and specific as possible;
- (c) The collection, retention, use and disclosure of personal information contained in University records should be regulated in a manner that will protect the privacy of individuals who are the subject of such information; and
- (d) Means should be established for the resolution of disputes within the University community concerning access to information and privacy protection matters.

Except for words that are specifically defined in these Guidelines, all words that are defined in the University of Western Ontario Act, 1982, as amended from time to time, have the same meaning herein as in that Act.

2. Relationship With Other University Policies

(1) These Guidelines are not intended to replace or restrict presently existing procedures and practices within the University community relating to access to information that is not personal information, where such procedures and practices give access equal to or greater than that provided in these Guidelines.

(2) Where a written University policy or procedure is, or has been, adopted, its explicit provisions shall, in the event of conflict, take precedence over these Guidelines. Where possible any new or revised policies should be developed in the light of the basic principles set forth in these Guidelines. All existing, new or

The UNIVERSITY of WESTERN ONTARIO
POLICIES and PROCEDURES

<i>Policy</i> THE UNIVERSITY OF WESTERN ONTARIO GUIDELINES ON ACCESS TO INFORMATION AND PROTECTION OF PRIVACY	<i>Number</i> 1.23
	<i>Page</i> 2
	<i>Effective Date</i> 23MAY96
	<i>Supersedes</i> new

revised policies shall be referred to the University Commissioner for review and comment under section 30.

3. Scope of the Guidelines

(1) "Record" means any record of information, however recorded, whether in manuscript, printed, mechanical or electronic form and any copy thereof, but does not include a computer program or any other mechanism that produces records.

(2) These Guidelines apply to the following records within the custody or control of the University:

- (a) student records, including both records of applicants and registered students;
- (b) staff and faculty personnel records;
- (c) alumni records;
- (d) fund raising and donation records;
- (e) administrative, financial and academic policy records pertaining to the University's operations;
- (f) subject to subsection 5 below, records held in archival collections at the University.

(3) In particular, these Guidelines do not apply to the records of individual faculty members, students or other employees created or acquired pursuant to their responsibilities for teaching or research.

(4) A record capable of being produced from machine readable records is not included in the definition of "Record" if the process of producing it would unreasonably interfere with the operations of the University.

(5) (a) These Guidelines do not apply to records placed in archival collections at the University by or on behalf of a person or organization other than the University where ownership of the records is not transferred to the University.

(b) In cases where material has been donated to archival collections at the University subject to restrictions imposed by the donor, such restrictions shall take precedence over these Guidelines.

(6) These Guidelines do not apply to a personal note, communication or draft decision of a person who is acting in a quasi judicial capacity.

The UNIVERSITY of WESTERN ONTARIO
POLICIES and PROCEDURES

Policy THE UNIVERSITY OF WESTERN ONTARIO GUIDELINES ON ACCESS TO INFORMATION AND PROTECTION OF PRIVACY	Number 1.23
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4. Nature of the Access Right

- (1) The right of access conferred by these Guidelines should normally be implemented by permitting, upon written request, supervised access to either the record or a copy of the record, subject to prior payment of the applicable fees.
- (2) Notwithstanding subsection (1), where an individual is granted access to a record containing personal information concerning him/herself, a written request from the individual for a photocopy of the record should normally be granted, subject to prior payment of the applicable fees.

II **ACCESS TO INFORMATION**

5. The General Principle

(1) Any individual shall be granted access to the records governed by these Guidelines unless,

(a) the record falls within one of the exemptions set out herein; or

(b) the Unit Head considers, upon reasonable grounds, that the request for access is frivolous or vexatious. *

(2) Where a request for access pertains to a record containing material which is exempt from the general principle of access together with material which is not exempt, and the Unit Head is not of the opinion that the request is frivolous or vexatious, the Unit Head shall make reasonable efforts to sever and disclose the non-exempt material.

6. Access Procedure

(1) An individual seeking access to a record shall make a request, in writing, to the individual the person believes has custody or control of the record and shall provide sufficient detail to enable an experienced employee to identify the record.

1 * As used in these Guidelines, "frivolous" and "vexatious" shall be interpreted as legal terms and in accordance with any legislation or regulations that may be established by the government of Ontario relating to access to information.

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(2) If the Head of a Unit considers, upon reasonable grounds, that the request is frivolous or vexatious, subsection (3) does not apply.

(3) If the request does not sufficiently describe the record, the individual to whom the request was submitted shall so inform the applicant and advise the applicant that further particulars will be required to bring the request within the provisions of s. 6(1).

(4) The individual to whom the request is submitted shall, before giving access to a record, and within 15 days of receipt of the request, advise the individual requesting access of the estimated amount of the fee to be charged pursuant to section 31. The individual may then ask for a review of that fee pursuant to subsection 31(3) or withdraw the request or indicate in writing that he or she wishes to pursue the request.

(5) Subject to subsection (6), access to a record will be granted within 30 days after the individual has indicated that the request is to be pursued, upon prior payment of the prescribed fee.

(6) Where access to a record is denied, or a request to correct personal information pursuant to section 23 is denied, the individual to whom the request was submitted will provide written notice within 30 days after the receipt of a sufficiently detailed request indicating,

- (a) the reason(s) access is denied or correction of personal data is denied;
- (b) the name and the position of the individual responsible for making the decision; and
- (c) that the individual who made the request may appeal to the University Commissioner for a review of the decision.

Exemptions from the General Principle

7. Available Information

The University is not required to follow these Guidelines where:

- (a) the record or the information contained in the record has been published or is currently available to the public, whether or not a fee is charged, or
- (b) the record or the information contained in the record will be published by the University within ninety days after the request is made or within such further period of time as may be necessary for printing or translating

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the material for the purpose of printing it, whether or not a fee is charged, or

(c) the record contains personal information that is currently available to the individual to whom the information relates or to another party with the permission of the individual, through any unit of the University, whether or not a fee is or has been charged for that access.

8. Deliberative Processes

(1) The University may refuse to disclose records containing matter in the nature of, or relating to, opinions, references, assessments, advice or recommendations obtained, prepared or recorded, or consultations or deliberations that have taken place, in the course of, or for the purposes of, the deliberative processes of the University where such disclosure would undermine the effectiveness of those processes.

(2) Without restricting the generality of subsection (1), the University may refuse to disclose a record where disclosure would reveal the advice or recommendations of an individual employed in the service of the University or a consultant retained by it.

(3) The disclosure of purely factual information would not be considered to be opinions, references, assessments, advice or recommendations.

(4) The University may refuse to disclose a record,

(a) that contains draft University legislation, regulations, policy statements or procedures; or

(b) that reveals the substance of deliberations of a meeting of a board, council, committee, sub-committee or other body, including any record prepared for such meeting, unless such meeting is authorized pursuant to applicable University policies or procedures to be open to the public.

(5) The exemptions referred to in subsections (1), (2) and (4) shall not be exercised with respect to a record which is more than 20 years old.

9. Conflict Resolution, Law Enforcement and Discipline

The University may refuse to disclose a record where disclosure could be reasonably expected to interfere with a law enforcement matter, investigation of

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misconduct or poor performance, or a disciplinary proceeding, complaint or conflict resolution process within the University.

10. Relations with Governments and Other Organizations

The University may refuse to disclose a record where disclosure could reasonably be expected to,

- (a) prejudice the conduct of relations between the University and federal, provincial or municipal governmental authorities or other agencies providing funding to the University or any of its constituent units; or
- (b) reveal information received in confidence from federal, provincial, municipal or foreign governmental authorities; or
- (c) reveal information received in confidence from institutions affiliated with the University or from other universities, colleges and similar institutions and from organizations formed for the purpose of representing the interests of such organizations or various constituencies within them,

and shall not disclose any such record without the prior approval of the President.

11. Confidential Information

(1) The University may refuse to disclose records where disclosure would reveal information supplied in confidence implicitly or explicitly where the disclosure could reasonably be expected to result in any undue prejudice, loss or gain to any person, group of persons, committee, organization or financial institution or agency or could reasonably be expected to result in similar information no longer being supplied to the University or could reasonably be expected to reveal information supplied to or the report of a conciliation officer, mediator, labor relations officer or other person appointed to resolve a labor relations dispute.

(2) The University shall not disclose any record described in subsection (1) without the prior approval of the President.

12. Economic and Other Interests of the University

(1) The University may refuse to disclose records containing

- (a) trade secrets or financial, commercial, scientific or technical information that belongs to the University or one of its constituent units

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or members; or

(b) information owned by the University, if the disclosure could reasonably be expected to deprive an employee or the University of priority of publication; or

(c) information where the disclosure could reasonably be expected to prejudice the economic or financial interests or the competitive position of the University; or

(d) positions, plans, procedures, criteria or instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the University or one of its constituent units; or

(e) plans relating to the management of personnel or the administration of the University or one of its constituent units that have not yet been put into operation or made public; or

(f) information including the proposed plans, policies or projects of the University or one of its constituent units where the disclosure could reasonably be expected to result in premature disclosure of a pending policy decision or in undue financial benefit or loss to a person; or,

(g) questions that are to be used in university examinations or tests.

(2) The University shall not disclose any record described in subsection (1) without the prior approval of the President.

13. Research

The University may refuse to disclose information concerning the past, present or proposed research activities of members of the University community where disclosure would be contrary to the public interest or would undermine the professional or personal interests of the researchers, staff, students, or research sponsors involved in the project.

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14. Solicitor-Client Privilege

The University may refuse to disclose records that are the subject of solicitor-client privilege or that have been prepared by or for counsel employed by or retained by the University for use in giving legal advice or in contemplation or for use in litigation.

15. Threat to Safety or Health

The University may refuse to disclose a record where disclosure could reasonably be expected to seriously threaten the safety or health of an individual.

16. Examinations, Tests and Audits

The University may refuse to disclose records where disclosure would undermine the effectiveness or fairness of an auditing procedure or of an examination, testing procedure or other means of evaluation of student performance.

17. Financial Data

In addition to the disclosure of financial information supplied within current practices, the University shall make reasonable efforts to disclose additional financial data which can be disclosed without infringing the various interests protected by the above exemptions from the access scheme.

18. Personal Information

The University shall refuse to disclose personal information to any individual other than the individual to whom the information relates except where otherwise provided in this policy.

III. PROTECTION OF PRIVACY

19. Collection of Personal Information

(1) In these Guidelines, "personal information" means recorded information about an identified individual, including:

- (a) information related to the race, national or ethnic origin, first language, color, disability, religion, age, sex, sexual orientation or marital or family status of an individual;

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(b) information relating to the educational, medical, psychiatric, psychological, criminal or employment history of the individual or to information about financial transactions involving the individual;

(c) any identifying number, symbol or other identifier assigned to the individual;

(d) the address or telephone number of the individual;

(e) the individual's personal opinions or views, except where they relate to someone else;

(f) correspondence received from an individual that is implicitly or explicitly confidential, and replies to correspondence that would reveal the contents of the original communications;

(g) the views or opinions of another individual about the individual;

(h) the individual's name where it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual;

(i) beneficiary information supplied by the individual;

(j) Employee Assistance Program information relating to an individual; and

(k) information supplied by the individual relating to the individual's next of kin or guardian.

(2) Personal Information does not include information about an individual who has been dead for more than thirty years.

(3) The University shall collect and record only such personal information as is either reasonably necessary to the proper administration of the University and its academic and other programs or is required by virtue of data collection or reporting requirements lawfully imposed upon the University by federal, provincial or municipal governmental authority.

20. Use of Personal Information

The University shall use personal information in its custody or under its control only:

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- (a) if the individual to whom the information relates has identified that information in particular and has consented to its use; or
- (b) for the purpose for which it was obtained or compiled or for a consistent purpose; or
- (c) for statistical analyses, provided that such analyses do not identify individuals or disclose other personal information; or
- (d) in other circumstances, where the use of the information is necessary and proper in the discharge of the University's duties and responsibilities; or
- (e) in the case of personal information as defined above in section 19(1)(k), for the purpose of maintaining employee, alumni and development records and communications appropriate thereto.

21. Disclosure of Personal Information

(1) The University shall not disclose personal information in its custody or under its control except under one of the following circumstances:

- (a) in accordance with section 23;
- (b) where the individual to whom the information relates has identified that information in particular and has consented to its disclosure;
- (c) for the purpose for which it was obtained or compiled or for a consistent purpose;
- (d) to an officer or employee of the University who needs the record in the performance of his or her duty, including the preparation or verification of employment references;
- (e) for the purpose of complying with a requirement to provide information lawfully imposed upon the University by a federal, provincial or municipal governmental authority;
- (f) where disclosure is to an institution or a law enforcement agency in Canada to aid in an investigation undertaken with a view to a law enforcement proceeding or from which a law enforcement proceeding is likely to result;

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(g) where disclosure is necessary to aid in the investigation of allegations that individuals have made false statements or engaged in other misleading conduct,

(i) concerning their attendance or performance or status within or completion of an academic program of the University; or

(ii) with respect to an employment relationship;

(h) where disclosure is made to another educational institution or to a professional licensing authority or board of certification or similar institution, provided that the University has made reasonable efforts to inform affected individuals of the existence of a practice of making such disclosures;

(i) in compelling circumstances affecting the health or safety of an individual if upon disclosure notification thereof is mailed to the last known address of the individual to whom the information relates;

(j) in compassionate circumstances, to facilitate contact with the next of kin or a friend of an individual who is injured, ill or deceased;

(k) to a person who has been authorized by the individual to whom the information relates to make an enquiry on that individual's behalf or, where that individual is incapacitated, has been authorized by the next of kin or legal representative of that individual;

(l) to archival collections at the University for archival purposes;

(m) to any individual for research or statistical purposes if the officer having custody of the records:

(i) is satisfied that the purpose for which the information is to be disclosed is not contrary to the public interest and cannot reasonably be accomplished unless the information is provided in a form that would identify the individual to whom it relates; and

(ii) has approved conditions relating to the following:

- security and confidentiality,
- the removal or destruction of individual identifiers at the earliest reasonable time,
- the prohibition of any subsequent use or disclosure of that

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information in individually identifiable form without the express authorization of the officer having custody of the records; and

(iii) obtains from the individual a written agreement to comply with the approved conditions, these Guidelines and any other applicable University policy or procedure relating to the confidentiality of personal information; or

(n) where disclosure is made to a physician or other health professional, to provide information for the assessment of disability, medical leave or similar claims.

(2) Unless an individual specifically requests that the following information not be disclosed, the restrictions on disclosure set out in these Guidelines do not apply to disclosure of the fact that an individual is or is not, or was or was not, registered in a particular college, school, faculty or other division in a particular session or to the fact that an individual has or has not successfully graduated or completed a program on a particular date or has or has not received particular academic or other University honors and distinctions.

22. Retention and Disposal of Personal Information

The University shall take reasonable precautions to protect the security of records containing personal information, shall retain such information only for reasonable periods of time and shall make reasonable arrangements for the disposal or destruction of such records when that reasonable period has expired.

23. Access and Correction Rights

(1) Subject to sections 6 and 24, any individual shall be granted access to records containing personal information concerning him/herself, provided that the individual is able to provide sufficiently specific information to render the records reasonably retrievable by the University.

(2) Every individual who is given access in accordance with subsection (1) is entitled to,

(a) request correction of the personal information where the individual believes there is an error or omission; and,

(b) require that a statement of disagreement be attached to the information reflecting any correction that was requested but not made.

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24. Exemptions from the Access Right

The University may refuse to disclose records containing personal information or copies thereof to the individual to whom the information relates if it is:

- (a) personal information that cannot be severed from information falling under the exemptions to the general access principle set out in sections 7 to 16;
- (b) personal information that cannot be severed from the personal information about another individual or individuals, unless disclosure of the information can be made in accordance with section 21.
- (c) medical or health-related information where the disclosure could reasonably be expected to prejudice the mental and physical health of the individual; or
- (d) a research or statistical record; or
- (e) evaluative or opinion material compiled solely for the purpose of:
 - (i) determining suitability, eligibility, or qualification for employment, promotion, transfer, or for the awarding of a contract with the University;
 - (ii) determining eligibility for admission to or eligibility to proceed in an academic program of the University;
 - (iii) determining eligibility or suitability for the awarding of a scholarship, bursary or other form of financial assistance; or
 - (iv) conducting peer review processes related to determinations concerning issues including but not restricted to eligibility or suitability for the granting of an appointment, renewal of appointment, tenure or promotion, research grants or other benefits to members of the University community or for similar purposes;

where it may reasonably have been assumed by the source that the evaluative or opinion material provided by the source would be held in confidence or where the disclosure could reveal the identity of a source who furnished information in circumstances where it may reasonably have been assumed by the source that the identity of the source would be held in confidence.

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IV. **IMPLEMENTATION, MONITORING AND DISPUTE RESOLUTION**

25. Implementation Responsibility

- (1) In these Guidelines "Unit Head" shall mean the Dean of an academic unit, or delegate, or the budget head of an administrative unit, or delegate.
- (2) The Unit Head shall be responsible for the implementation of these Guidelines within the Unit.

26. Responsibilities of the Unit Head

- (1) The Unit Head shall ensure that a decision concerning a request under section 6 for access to a record or a request under section 23 for correction of personal information is made, either granting the requested access and/or making the requested correction to personal information or communicating the decision to deny the request in accordance with section 6. When a Unit Head receives a request for access to information or for the correction of personal data in circumstances which raise a question concerning the proper application of these Guidelines, the Unit Head shall refer the request to the University Secretariat for an interpretation of the Guidelines.
- (2) The Unit Head shall ensure the cooperation of the Unit with the University Commissioner in the investigation of complaints received by the University Commissioner under section 29.

27. University Commissioner for Access to Information and Privacy Protection

The Board of Governors shall appoint a University Commissioner for Access to Information and Privacy Protection (the "University Commissioner"). The term of appointment is five years and may be renewed.

28. Complaints to the University Commissioner

- (1) Any individual who is aggrieved by a decision of a Unit Head with respect to a request under section 6 for access to information or the correction of personal data under section 23 or fees to be charged under section 31, may complain, in writing, to the University Commissioner within 30 days of the decision of the Unit Head.
- (2) Any individual may file a complaint with the University Commissioner if response to a request made pursuant to section 6 is not received within the periods provided for in section 6. Such complaint must be filed within 30 days

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after the time periods set out in subsections 6(5) and (6).

(3) An individual who files a complaint may be required to pay a fee prior to the investigation of a complaint. Such fee will be set by the Board of Governors from time to time. At the discretion of the University Commissioner, a fee may be refunded in full or in part.

29. Investigations and Recommendations

(1) The University Commissioner shall receive, investigate and report on complaints received under section 28.

(2) The University Commissioner may dismiss a complaint without an investigation if the written complaint does not present a reasonable basis for concluding that the record or the personal information to which the complaint relates exists.

(3) The University Commissioner shall have full authority to determine the manner in which a complaint shall be investigated and the procedures to be followed in any hearing, interview or proceeding that the University Commissioner may consider appropriate in order to effect a proper disposition of the complaint.

(4) (a) If, at the conclusion of an investigation, the University Commissioner finds that a complaint is not well-founded, the University Commissioner shall so inform the complainant and the relevant Unit Head.

(b) If, at the conclusion of an investigation, the University Commissioner finds that the complaint is well-founded, the University Commissioner shall file a written report with the President concerning the investigation, including the recommendation of the University Commissioner. A copy of the University Commissioner's recommendation shall be sent to the complainant and to the Unit Head.

(c) The recommendation of the University Commissioner shall not be binding on the President. The President shall report in writing to the University Commissioner within the period of time specified by the University Commissioner whether and to what extent the recommendation of the University Commissioner is to be followed. In the event that the University Commissioner's recommendation is rejected by the President, the President shall indicate, in writing, to the complainant and the University Commissioner the reasons for rejecting the recommendation.

(5) "President" shall mean the President or such other person designated by the President to carry out those duties specified in these Guidelines.

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30. Other Responsibilities and Powers of the University Commissioner

The University Commissioner shall have the following additional responsibilities and powers:

- (a) to encourage within the University the adoption of record-keeping and disclosure practices consistent with these Guidelines;
- (b) to review and make recommendations with respect to policies and procedures prepared by Units pursuant to Section 25;
- (c) where, in the opinion of the University Commissioner, the collection of records containing personal information creates significant risks of privacy invasion, to require the appropriate Unit to prepare a written policy statement concerning that collection;
- (d) to recommend, from time to time, appropriate amendments to these Guidelines;
- (e) to review and comment on written policies on access and confidentiality adopted by any Unit in the University;
- (f) to make available educational programs concerning implementation of and compliance with these Guidelines as appropriate; and
- (g) to prepare and file an annual report with the President for review concerning the implementation of these Guidelines within the University and, in particular, the nature and disposition of any complaints made pursuant to section 28, above. The final report shall be filed with the Senate and the Board of Governors.

31. Fees

(1) The Unit Head may require the individual who makes a request for access to a record or for correction of a record to pay:

- (a) the costs of every hour of manual search required to locate a record;
- (b) computer and other costs incurred in locating, retrieving, processing and copying a record;
- (c) shipping costs;
- (d) any other costs incurred in responding to a request for access to a record;

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(e) the cost of adding to a record, pursuant to section 23 (2); and

(f) where the requester is not a student of the University, a member of the teaching or administrative staff, or a representative campus group, an application fee which will be set by the Board of Governors from time to time.

(2) The Unit Head may waive the payment of all or any part of an amount required to be paid under this Guideline where, in the Unit Head's opinion, it is fair and equitable to do so.

(3) An individual who is required to pay a fee under subsection (1) may ask the University Commissioner to review the Unit Head's decision to charge a fee or the amount of the fee. Any request made to the University Commissioner to review the Unit Head's decision to charge a fee must be dealt with before the University incurs the costs involved in locating, retrieving and processing a record.

The University of Western Ontario

The Board of Governors

March 7, 1991

Early Retirement Compensation Plan for Faculty

Recommended: That the Coordinating Committee approve, on behalf of the Board of Governors, the Early Retirement Compensation Plan (below), as ratified by the UWO Faculty Association.

The plan has been reviewed and approved in principle by the Senior Salary committee. Once the plan has been approved by the Board, application of it to individuals will continue to be a responsibility of the Senior Salary Committee.

Plan Document

This faculty early retirement compensation plan will enable eligible faculty members to elect early retirement and receive a retiring allowance and/or a monthly payment for the lesser of the period between the early and normal retirement dates and 60 months. This monthly payment will be in addition to any regular early retirement pension provided by the Academic Pension Plan.

DEFINITIONS:

In this agreement, "faculty member" will mean a full-time regular member of faculty at The University of Western Ontario or such an individual with reduced responsibility under the provision of the ACORD document; "Chair" will mean the chairman or chairwoman of the faculty member's department in units with departmental structure; "Dean" will mean the dean of the faculty in which the faculty member holds an appointment.

ELIGIBILITY:

Faculty members who are eligible to elect early retirement under the terms of the Academic Pension Plan, and whose age and full-time service added together equal at least 75 years, may apply for participation in the Plan. Under the current provisions of the Academic Pension Plan, a faculty member may elect early retirement at any time within ten years immediately preceding Normal Retirement Date, which is July 1st coincident with or next following the faculty member's 65th birthday.

PROCEDURE:

Discussions concerning an eligible faculty member's early retirement may be initiated by one or more of: the faculty member, the Chair, the Dean, or the Provost. Initial discussions on the general terms of early retirement will involve the faculty member and the Chair and/or Dean. Faculty members who are eligible for participation in the Plan and who do not receive a favourable response from the Chair and/or Dean may appeal directly to the Provost.

Step 1

A request will be made by the Dean or Provost to the Pensions and Benefits Department for a calculation of the cost implications of the proposal to the Faculty or Department. The faculty member will be directed to contact the Pensions and Benefits Department to discuss the benefits and options available should the proposal be approved.

Step 2

If the faculty member agrees to the terms of the proposal, a formal request will be sent to the Provost for initial approval. This action will normally occur at least 8 months prior to the early retirement of the faculty member. The Provost will normally respond within 1 month of receipt of the proposal.

Step 3

If the Provost approves the proposal, it will be presented to the Board of Governors for formal approval.

Step 4

Once formal approval is given by the Board of Governors, a contract stating the terms of the early retirement will be drawn up by the Dean and signed by the faculty member and the Dean. A copy of the completed contract will be forwarded to the Provost for implementation.

Application for benefits under the Early Retirement Compensation Plan will normally receive favourable consideration provided academic programs are not impaired as a result of the faculty member's early retirement. Decisions relating to the participation in this plan by faculty members will be determined solely by the Provost whose decision shall be final. Decisions will be communicated to the faculty member in writing by the Provost.

CALCULATION OF BENEFIT:

The benefit amount will be the number of years (with partial years pro-rated) between the early and normal retirement date times 25% of the annual base salary in effect in the month prior to the early retirement date. For members under the reduced responsibility provisions of the ACORD agreement, the salary used for the calculation will be the nominal full-time rate which would be in effect had the faculty continued on a regular full-time non-reduced employment arrangement.

PAYMENT OF BENEFIT:

The amount calculated above will be paid to the retiree in one of two ways:

- (#1) The amount will be divided equally over the number of months between the early and normal retirement dates, to a maximum of 60 months, and paid monthly as taxable income. The monthly instalments will commence at the first month-end following the early retirement date and will increase each July 1st by the basic salary increase extended to full-time continuing faculty members (excluding PTR and merit adjustments).
- (#2) As an alternative to (#1) above, the faculty member may elect to take a portion of the supplement as a tax-sheltered Retiring Allowance payment which may be transferred to a personal Registered Retirement Savings Plan or deposited in the Voluntary Account of the University Academic Pension Plan. Current legislation limits a tax-sheltered Retiring Allowance to \$2,000 for each full and part calendar year of service while a member of the University Pension Plan, and \$3,500 for each year of service while not a member of the pension plan.

The balance of the supplement not paid as tax-sheltered Retiring Allowance will be paid in equal monthly installments as described in (#1).

- *Under this Plan the retiree could elect to take a portion of regular University pension or leave the full amount invested in the Plan until a later date.*
- *Should the faculty member die prior to the completion of the payment period specified in (#1) and (#2) above, any unpaid balance will be paid as a lump sum payment, less withholding tax, to the named beneficiary.*

➤ *Faculty members participating in this plan will be provided with the retirement benefits normally provided to University retirees. These include the following:*

- *A \$15,000 paid-up life insurance policy.*
- *Continued coverage under the Dental, Supplemental Health and Visioncare Plans.*
- *A retirement gift to a value of \$250.*

EXAMPLE CALCULATIONS:

In all three example calculations shown in [the following tables], base salary increases are assumed to be 5% each year, and it is assumed that employment has been continuous since the date of first appointment.

CASE 1	
Early retirement date:	July 1, 1990
Normal retirement date:	July 1, 1999
Current annual salary:	\$85,230.00
Date of first appointment:	July 1, 1969
Joined pension plan:	July 1, 1970
Benefit:	$9 \times 0.25 \times \$85,230.00 = \$191,767.50$
Option (1): $\\$191,767.50/60 = \\$3,196.13$ per month	
<i>Monthly Payments:</i>	
July 31, 1990 - June 30, 1991: \$3,196.13	
July 31, 1991 - June 30, 1992: \$3,355.94	
July 31, 1992 - June 30, 1993: \$3,523.74	
July 31, 1993 - June 30, 1994: \$3,699.93	
July 31, 1994 - June 30, 1995: \$3,884.93	
Option (2): Tax-sheltered allowance ^w: $\\$3,500 + (21 \times \\$2,000) = \\$45,500$ Remaining benefit: $\\$191,767.50 - \\$45,500.00 = \\$146,267.50$ $\\$146,267.50/60 = \\$2,437.79$ per month	
<i>^w Partial calendar years each count toward the total years of service. In this example the number of years of service is 22, not 21</i>	
<i>Monthly Payments:</i>	
July 31, 1990 - June 30, 1991: \$2,437.79	
July 31, 1991 - June 30, 1992: \$2,559.68	
July 31, 1992 - June 30, 1993: \$2,687.67	
July 31, 1993 - June 30, 1994: \$2,822.05	
July 31, 1994 - June 30, 1995: \$2,963.15	

CASE 2	
Early Retirement date:	January 1, 1991
Normal retirement date:	July 1, 1993
Current annual salary:	\$66,184.00
Date of first appointment:	July 1, 1966
Joined pension plan:	July 1, 1967
Benefit:	$2.5 \times 0.25 \times \$66,184.00 = \$41,365.00$
Option (1): $\\$41,365.00/30 = \\$1,378.83$ per month	
<i>Monthly Payments:</i>	
January 31, 1991 - June 30, 1991: \$1,378.83	
July 31, 1991 - June 30, 1992: \$1,447.77	
July 31, 1992 - June 30, 1993: \$1,520.16	
Option (2): Tax-sheltered allowance: the limit ($\\$3,500 + 24 \times \\$2,000 = \\$51,500$) exceeds the benefit. Thus all of the \$41,365.00 may be taken as a tax-sheltered allowance.	

CASE 3	
Early retirement date:	July 1, 1990
Normal retirement date:	July 1, 1995
Current annual salary:	\$110,800.00
Date of first appointment:	July 1, 1972
Joined pension plan:	July 1, 1972
Benefit:	$5 \times 0.25 \times \$110,800.00 = \$138,500.00$
Option (1): $\\$138,500.00/60 = \\$2,308.33$ per month	
<i>Monthly Payments:</i>	
July 31, 1990 - June 30, 1991: \$2,308.33	
July 31, 1991 - June 30, 1992: \$2,423.75	
July 31, 1992 - June 30, 1993: \$2,544.94	
July 31, 1993 - June 30, 1994: \$2,672.19	
July 31, 1994 - June 30, 1995: \$2,805.80	
Option (2): Tax-sheltered allowance: $19 \times \\$2,000 = \\$38,000$ Remaining benefit: $\\$138,500.00 - \\$38,000.00 = \\$100,500.00$ $\\$100,500.00/60 = \\$1,675.00$ per month	
<i>Monthly Payments:</i>	
July 31, 1990 - June 30, 1991: \$1,675.00	
July 31, 1991 - June 30, 1992: \$1,758.75	
July 31, 1992 - June 30, 1993: \$1,846.69	
July 31, 1993 - June 30, 1994: \$1,939.02	
July 31, 1994 - June 30, 1995: \$2,035.97	



The UNIVERSITY of WESTERN ONTARIO

Provost & Vice-President (Academic)

November 13, 1995

Professor Allan Heinicke
President
UOWFA

Dear Professor Heinicke

Re: Academic Colleague

For many years, academic colleagues have played an important part in the grievance and promotion and tenure processes at UWO. This role has been assumed by a supporting person who may either attend the grievance, consultation or appeal hearing in the capacity of a listener or may take a more active role in presenting part or all of the case on behalf of the candidate, including calling parties as witnesses and presenting a summary statement. An academic colleague may be an advocate and witness in the same proceeding.

We encourage faculty members who find themselves in difficult situations, whether it be through a grievance or consultation/appeal process, to avail themselves of the opportunity to have a person present who can support them through the stressful experience. A lawyer, unless a faculty member in the Faculty of Law, cannot serve as an academic colleague. The right to counsel is provided only at specified levels under *Conditions of Appointment*. In order for the academic colleague to be of real assistance to the particular faculty member and to the particular process, this person must have personal and institutional familiarity. Therefore, the academic colleague must be a faculty member from UWO. Furthermore, the risk of unduly protracting our processes is greatly increased were we to provide for the prospect of involving someone who is not only unfamiliar with our institution but physically distant. These characteristics would be seen to be desirable in, say, an arbitrator, but are likely to be counterproductive in an academic colleague.

I hope this helps to clarify the identity and role of an academic colleague. If you wish to discuss this further, please call me.

Sincerely


Greg Moran

Provost and Vice-President (Academic)

c R. Harris
J. K. Van Fleet
T. Morrissey

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