



**Faculty Collective Agreement**

**between**

**The University of Western Ontario**

**and**

**The University of Western Ontario**

**Faculty Association**



**July 1, 2010 - June 30, 2014**

## TABLE OF CONTENTS

ACADEMIC FRAUD AND MISCONDUCT .....	3
ACADEMIC FREEDOM .....	6
ACADEMIC RESPONSIBILITIES OF MEMBERS.....	8
ALTERNATIVE WORKLOAD.....	12
ANNUAL PERFORMANCE EVALUATION .....	17
APPOINTMENTS.....	29
ASSOCIATION DUES.....	50
ASSOCIATION RIGHTS .....	52
BASIC SCIENTISTS IN CLINICAL DEPARTMENTS .....	54
CHILD AND FAMILY CARE .....	57
CLOSURE AND REORGANIZATION OF AN ACADEMIC UNIT.....	58
COMPENSATION AND BENEFITS .....	61
CONFLICT OF INTEREST AND CONFLICT OF COMMITMENT .....	82
COPIES OF THE AGREEMENT .....	86
COURT LEAVE.....	87
DEFERRED SALARY LEAVE.....	88
DEPARTMENT CHAIRS AND DIRECTORS OF SCHOOLS .....	90
DISCIPLINE .....	98
DISCRIMINATION AND HARASSMENT .....	103
DURATION OF THE AGREEMENT.....	114
EDUCATION LEAVE .....	115
ELECTED PUBLIC OFFICE LEAVE .....	117
EMERGENCY SUSPENSION.....	118
EMPLOYMENT EQUITY.....	119
ENTRY OR RETURN OF ACADEMIC ADMINISTRATORS TO THE BARGAINING UNIT .....	122
EXCHANGE LEAVE .....	124
FINANCIAL EMERGENCY .....	126
GRIEVANCE AND ARBITRATION.....	131
HEALTH AND SAFETY .....	137
IMPLICATIONS OF TECHNOLOGY .....	139
INCOME SECURITY.....	142
INFORMATION .....	148
INSTITUTIONAL PERFORMANCE INDICATORS.....	153
INTELLECTUAL PROPERTY .....	154
JOINT COMMITTEE .....	171
LEAVE OF ABSENCE .....	172
LIABILITY INSURANCE.....	174
MANAGEMENT RESPONSIBILITIES.....	175

NO STRIKE OR LOCK-OUT .....	176
OFFICIAL FILE .....	177
PREGNANCY AND PARENTAL/ADOPTION LEAVE .....	181
PRIVACY .....	186
PROFESSIONAL EXPENSE REIMBURSEMENT .....	190
PROMOTION AND TENURE .....	192
RECOGNITION.....	211
REDUCED WORKLOAD.....	213
RETIREMENT AND RESIGNATION.....	216
SABBATICAL LEAVE .....	222
USE OF FACILITIES AND SERVICES PROVIDED BY THIRD PARTIES UNDER LICENSE OR CONTRACT .....	229
VACATIONS AND HOLIDAYS .....	230
WORKING CONDITIONS .....	231
WORKLOAD .....	235

#### **LETTERS OF UNDERSTANDING:**

ADDITIONAL QUALIFICATIONS – EDUCATION .....	242
CENTRE FOR ENVIRONMENT AND SUSTAINABILITY (CES) .....	243
CENTRE FOR THEORY AND CRITICISM .....	246
COMMITTEE CHAIR CONFLICTS .....	247
THE DEPARTMENT OF .....	248
WOMEN'S STUDIES AND FEMINIST RESEARCH.....	248
DISTANCE STUDIES .....	253
EXCHANGE OF GRIEVANCE MATERIALS .....	259
IVEY SCHOOL OF BUSINESS WORKLOAD YEAR.....	260
LIMITED DUTIES CONVERSIONS.....	261
NON-TRADITIONAL UNITS.....	262
OFFICE SPACE FOR STANDING APPOINTEES .....	264
PHASED RETIREMENT OF PROBATIONARY AND TENURED MEMBERS.....	265
SPECIAL PROVISIONS FOR APPOINTING SCHOLARS AT RISK .....	266
STANDING APPOINTMENT ACCRUALS.....	267
TECHNICAL SUPPORT OF MACINTOSH .....	268
WRITING, RHETORIC, AND PROFESSIONAL COMMUNICATION PROGRAM – COLLECTIVE AGREEMENT PROCESSES .....	269

## **APPENDICES:**

OLRB CERTIFICATE 4482-97-R .....	271
CANADIAN LIBRARY ASSOCIATION .....	273
ARBITRATORS .....	274
STUDIOS AND ENSEMBLES IN .....	275
THE DON WRIGHT FACULTY OF MUSIC .....	275
CORRESPONDENCE DEFINING “ACADEMIC COLLEAGUE” .....	276
POLICY AND GUIDELINES FOR FACULTY MEMBERS IN EMPLOYMENT AND/OR SUPERVISORY RELATIONSHIPS WITH GRADUATE RESEARCH ASSISTANTS, POST-DOCTORAL FELLOWS AND OTHER RESEARCH COLLABORATORS .....	277
ADDITIONAL QUALIFICATIONS PROGRAM, .....	279
FACULTY OF EDUCATION .....	279
DEFINITION OF SUBJECT AREAS FOR APPOINTMENTS ARTICLE, UWOFA COLLECTIVE AGREEMENT .....	279

## 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 specified in Clause 2 of the Article *Recognition*.

**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.

**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 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 (with the exception of the School of Graduate and Postdoctoral Studies) as constituted by the Senate and the Board of Governors.

### *Definitions*

**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 or Schools, 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.

### **Interpretations**

**Due Dates:** Where a party is required to meet a deadline set in the Collective Agreement for the submission of materials, and such deadline falls on a Saturday, Sunday, statutory holiday or other day when the University's Administration Offices are closed for regular business, the deadline shall be moved to the next day on which such offices are open for regular business.

## 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;

## *Academic Fraud and Misconduct*

- 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. Academic Freedom is essential to these functions and 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. These rights are to be understood as central to the protection of the public interest and the pursuit of truth.
2. Academic Freedom specifically entails, but is not necessarily limited to, the right to:
  - a) conduct Research and to publish the results thereof in media, and according to a schedule, deemed appropriate by the Member(s) concerned, subject to the provisions of any contract with a third party that imposes a delay on the publication of the Member's Research. Any contractual arrangement concerning Research shall comply with standards of research conduct that membership in a professional body may impose on that Member, with the Articles *Intellectual Property* and *Academic Responsibilities of Members*, 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;
  - b) teach and discuss;
  - c) select, acquire, disseminate, or critique documents or other materials in the exercise of the Member's Academic Responsibilities;
  - d) criticize the Employer, the Association or any corporate, political, public or private institution; and
  - e) create, exhibit, perform or adjudicate 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 does not require neutrality on the part of a Member nor does it preclude commitment on the part of a Member. Rather, Academic Freedom makes such commitment possible. Academic Freedom also 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 through 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, regardless of the medium of delivery to students;
  - b) performance of assigned teaching duties, including the development and delivery of online instruction, 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;

all in whatever media are appropriate to the Member's area of academic expertise.

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 papers or conference presentations, invited or reviewed performance or exhibition, published monographs, or other vehicles or media, as are appropriate to the Member's discipline or area of academic expertise;
  - 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. Contract 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;
  - 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; and
  - f) an obligation to act in good faith and in accordance with the law and the University policy and guidelines in effect on July 1, 2010, and incorporated into this Collective Agreement as Appendix G regarding employment and supervisory relationships with graduate research assistants, post-doctoral fellows and other research collaborators.

**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, and to take an active role in the community, provided that 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, School Director, 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. The Letter of Appointment of a Member who is engaged in teaching Distance Studies may fully or partially remove the obligation for on-campus attendance specified in Clause 9 of this Article.
13. It shall be the responsibility of the Member to notify the Employer promptly of any change to his or her current mailing address and/or phone number. 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/or Service in the Normal Workload of a Full-Time Member 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 Full-Time Members who were Tenured as of June 30, 2000, 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 For Full-Time Probationary Members, and for Full-Time Tenured Members who were not Tenured as of June 28, 2000, any change in the proportions of the Teaching, Research and Service components under Alternative Workload arrangements for a Probationary or Tenured Member must continue to reflect active involvement in each of Teaching, Research and Service. Exceptions to this provision may occur by mutual agreement between a Member and the Employer.
3. A Member seeking an Alternative Workload arrangement shall apply to the Dean (through the Chair or Director, 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. Any decision by the Dean not to approve the application shall be accompanied by written reasons.
4. A Member's Dean may initiate discussion of a possible Alternative Workload arrangement for a Member at a meeting with the Member convened for the purpose, or at a meeting convened in accord with the provisions of Clause 12.3 of the Article *Annual Performance Evaluation*. Following such a discussion, a Member's Dean may propose (through the Chair or Director, 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 application(s). Any decision by the Dean not to approve the application shall be accompanied by written reasons. 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. The Workload of a Member who is a Department Chair or Director of a School shall be adjusted at the time of the Appointment to the Chair or Directorship to express the proportion of Service in the Workload of the Chair or Director. The provisions of this Article shall be used for this adjustment.
  - 6.1 As specified in the Article *Department Chairs and Directors of Schools*, Chairs and Directors shall be entitled to a period of Modified Alternative Workload upon completion of a period of service as a Chair or Director. Arrangements for the Modified Alternative Workload shall be in accord with the provisions of Clauses 7 through 7.6 of the Article *Department Chairs and Directors of Schools*.
7. If the Member and Dean (and Chair or Director, 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 or Director, 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.
  - 7.1 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

### *Alternative Workload*

decision by the Provost not to approve the proposal shall be accompanied by written reasons. A copy of the approved proposal shall be placed in the Member's Official File and sent to the Member involved and to the Association.

8. Members on Alternative Workload shall be eligible for consideration for reappointment, Promotion, and Tenure.
9. Requests for amendments to the Alternative Workload arrangements shall follow the foregoing procedures.

### **Faculty Coaches**

10. A Faculty Coach is a Full-Time Member who is assigned Duties coaching a Varsity Sport that forms part of the University's Sport and Recreation Services.
- 10.1 Faculty Coaches shall have the same rights and privileges under this Collective Agreement as other Full-Time Members, including eligibility for Sick Leave; Pregnancy and Parental/Adoption Leave; Education Leave; and, where applicable, Sabbatical Leave.
- 10.2 The Workload of a Full-Time Member who is assigned duties as a Coach of a Varsity Sport that is part of the University's Sports and Recreation Services shall be adjusted at the time of the assignment of duties as a Varsity Coach. The provisions of this Article shall be used for this adjustment. For this purpose, the duties as a Coach of a Varsity Sport shall be deemed to be a fourth area of activity and the balance of a Member's Workload devoted to each of Teaching, Research, Service, and duties as a Varsity Coach shall be determined through the Alternative Workload arrangement. Unless agreed to by the Member and the Employer, the balance of a Member's Workload involving duties as a Varsity Coach shall not exceed 50%.
- 10.3 A Member's assigned duties as a Faculty Coach can involve some or all of:
  - a) participation in the design and implementation of the Intercollegiate Athletic programs of the University;
  - b) training, development, and assessment of the performance of student-athletes and support staff;
  - c) being available to student-athletes for consultations and counselling;
  - d) participation in student-athlete recruitment;
  - e) transportation to and from, as well as supervision of student-athletes and support staff at Varsity sporting events;
  - f) participation in promotion, public relations, alumni relations, and fundraising for the assigned Varsity program;

- g) the creation and application of new knowledge in the sport;
- h) the organization, analysis and synthesis of existing knowledge in the sport;
- i) the creative application and expression of knowledge in the sport, in performance or otherwise;
- j) participation in local, regional, national and international activities in their field of expertise.

10.4 Unless agreed to otherwise by the Member and the Employer, the magnitude of the Workload of a Member assigned duties as a Coach of a Varsity Sport shall not be greater than that of a Member with a Normal Workload.

10.4.1 Using the provisions of this Article, a Full-Time Member may request rearrangement of his or her assigned duties as a Coach of a Varsity Sport that is part of the University's Sports and Recreational Services so that by undertaking additional duties as a Coach per Academic Year, the Member may have a reduced workload as a Faculty Coach in a subsequent Academic Year. Such a request shall not be arbitrarily denied. With this form of "banking", a Full-Time Member may plan an Academic Term free of duties as a Coach by accumulating sufficient credit to be released from duties as a Coach for one Academic Term. The scheduling of such a term, if approved, shall be subject to the agreement of the Member, the Unit head and the Dean. The Article *Workload*, Clauses 8 and 8.1, describes parallel rearrangement of assigned Teaching duties.

10.5 For the purposes of Annual Performance Evaluation of a Full-Time Member assigned duties as a Faculty Coach of a Varsity Sport, the duties as a Faculty Coach shall be treated as if it were a fourth area of Academic Responsibility and the Member's performance shall be evaluated, along with performance in Teaching, Research and Service, as applicable, in accord with the provisions of the Article *Annual Performance Evaluation*.

10.5.1 The Annual Report submitted in accord with the provisions of the Article *Annual Performance Evaluation* by a Member assigned duties as a Faculty Coach shall also include a record of the Member's performance of duties as a Coach of a Varsity Sport during the period of the Report. This record shall include some or all of the following, with relevant details:

- a) a list of the Member's activities in any areas enumerated in Clause 10.3 of this Article;
- b) a list of athletic events, competitions, and tournaments in which student-athletes have participated under the Member's supervision;
- c) the results of annual student-athlete evaluations of coaching;

### *Alternative Workload*

- d) publications in peer-reviewed journals related to sport pedagogy or sport science, where not counted as an outcome of the Member's Responsibilities in Research, if any;
- e) participation in, or hosting of, coaching or sport clinics;
- f) acting as an invited sport consultant to recognized bodies;
- g) coaching awards or other peer evaluations of coaching performance;
- h) any other documents that allow for, or provide an assessment of the Member's performance in Coaching a Varsity Sport.

10.5.2 Any Committee or person undertaking an Annual Performance Evaluation of a Member assigned duties as a Coach of a Varsity Sport shall consult with the Director of the University's Sports and Recreation Services.

10.6 For the purposes of calculation of a Performance Assessment Indicator under the provisions of the Article *Compensation and Benefits* for a Member assigned duties as a Faculty Coach of a Varsity Sport, the duties as a Faculty Coach shall be treated as if it were a fourth area of Academic Responsibility. The Performance Assessment Indicator shall be the weighted average of the points corresponding to the level of performance in each of Teaching, Research, Service, and duties as a Faculty Coach of a Varsity Sport, as applicable, determined through the provisions of the Article *Annual Performance Evaluation*.

## **ANNUAL PERFORMANCE EVALUATION**

1. An Annual Performance Evaluation shall be conducted for all Members, except for Full-Time Members in their final year of service.
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 for formative support and mentoring;
  - c) provide a basis for salary increments linked to performance.
3. For a Member with a Joint Appointment, references throughout this Article to the Chair, Director or Dean shall mean the Chair, Director or Dean of the Member's Home Unit, unless stated otherwise.

### **Annual Performance Evaluation Committee**

4. By October 1 of each year, each Department or School, or Faculty in the case of a Faculty without Departments or Schools, shall determine by a majority ballot of the Members in the Department, School or Faculty whether the work of the Annual Performance Evaluation Committee described in this Clause and in Clause 11 of this Article shall be performed by an Annual Performance Evaluation Committee or whether it shall be delegated to the Chair, Director or Dean or a designated Associate Dean of the Department, School or Faculty. In the case of a tie vote, status quo shall be maintained.
- 4.1 Where the Department, School or Faculty elects to have an Annual Performance Evaluation Committee such a Committee shall be established. Subject to the provisions of Clauses 11.3 and 11.4 of this Article, this Committee shall be chaired and convened by the Chair of the Department or Director of the School, or by the Dean or designate in the case of a Faculty without Departments or Schools. 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, School or Faculty. In Units where the performance of at least one faculty member with Limited Duties or Standing Appointment is to be evaluated the Committee shall, where possible, include a Part-time Member with Standing Appointment.
- 4.1.1 Two alternates shall also be elected, to act only in the case of absence or conflict of interest of a Committee member.
- 4.2 For Members with Joint Appointments, the assessment shall be done by a joint

## *Annual Performance Evaluation*

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, Director or Dean, in which case the Chair(s), Director(s) or Dean(s) shall comprise the representative(s) on the joint Committee. The Chair, Director or Dean of the Member's Home Unit shall chair the joint Committee.

### **Annual Performance Evaluation Criteria**

5. By December 1 each year, the Committee, together with the Dean or a designated Associate Dean, shall identify in writing procedures and criteria for the assessment of the performance of Members in the Department, School or Faculty in each of Teaching, Research and/or Service to be applicable in the assessment to occur in the next academic year. 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.
- 5.1 The procedures and criteria proposed by the Annual Performance Evaluation Committee shall be ratified by a majority ballot of all Members of the Department, School or Faculty, as applicable, and, where applicable, forwarded to the Dean or designate. If the proposed procedures and criteria are not ratified by a majority ballot and forwarded to the Dean or designate by January 30, the provisions of Clause 5.2.3 of this Article shall apply.
- 5.2 The Employer shall either approve or not approve the proposed procedures and criteria.
  - 5.2.1 If the Employer does not approve the proposed procedures and criteria, the proposal shall be returned to the Annual Performance Evaluation Committee and the Dean along with written reasons for the Employer's non-approval. The Committee and the Dean shall review the proposed procedures and criteria and submit a revised version to the Members of the Department, School 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 two weeks of the return of the proposal to the Annual Performance Evaluation Committee. If this does not occur, the provisions of Clause 5.2.3 of this Article shall apply.

- 5.2.2 The Employer shall either 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 5.2.3 of this Article shall apply.
- 5.2.3 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 School, 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*.
6. 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.
- 6.1 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 School(s) or Faculty(ies), in Faculty(ies) with Schools or without Departments, respectively) and past practice in the disciplines; these procedures and criteria shall be consistent with the procedures and criteria in the Article *Compensation and Benefits*.
7. By March 30 each year, copies of the procedures and criteria shall be made available to Members, in the Faculty or Department or School office, as applicable, and a copy shall be sent to the Association.

#### **Annual Performance Evaluation Assessment**

8. 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, provided by the Dean on request of the Committee;
  - c) the criteria set out in the Unit's Annual Performance Evaluation document developed in accordance with this Article;

## *Annual Performance Evaluation*

- d) the norms of the discipline.
9. By November 15 of each year, each Member shall provide their Dean or designate with an Annual Report. In Faculties with Departments or Schools, Members shall submit the Annual Report through the Chair or Director, respectively. A Member holding a Joint Appointment shall submit the Annual Report through the Home Unit. Part-Time Members shall submit a simplified Annual Report which includes teaching evaluations and any other material the Member considers appropriate in the evaluation of Teaching.
- 9.1 Notwithstanding Clause 9, the following Members may decline to provide an Annual Report:
- a) Full-Time Members in the final year of their Appointment;
  - b) Full-Time Members who did not have a Full-Time Appointment for more than three months during the period of assessment;
  - c) Full-Time Members on Sabbatical Leave at the time of the Annual Report submission;
  - d) Full-Time Members on Sabbatical Leave who have a prior agreement with their Dean to receive the same assessment as in the year prior to the Sabbatical Leave, in accordance with Clause 21 of the Article *Sabbatical Leave*.
- 9.2 The Annual Report shall be submitted by the Member in a single paper and electronic format agreed on by the Association and the Employer, and as modified from time to time by agreement between the Association and the Employer. Electronic submission may be waived by the Dean or designate in exceptional circumstances. Members will not be asked to re-submit information contained within the electronic version of the Annual Report within the same year or reporting cycle unless updated information is required by external agencies or the implementation of an electronic template agreed upon by the Parties. The Parties shall work jointly to develop a standard *curriculum vitae* format and Annual Report forms using an electronic template accessible to Members through available software capable of running on common operating systems.
- 9.3 The Annual Report shall contain the following:
- a) an up-to-date *curriculum vitae*;
  - b) a statement of the areas (i.e., Teaching, Research and/or Service) in which a Member has Academic Responsibilities;
  - c) for Full-Time Members, a statement of the Normal Workload in the Member's Home Unit, as defined in the Article *Workload*, and as ratified in



the Member's Department, School or Faculty, and, where appropriate, a statement indicating how the Member's Workload deviates from the Normal Workload as a result of being 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 Workload*, or Articles addressing any form of Leave;

- d) 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, whether in the classroom, online or off campus, including enrolment in the Member's section(s) and the number of timetabled student contact hours per course, and any other information relevant to an assessment of the Workload associated with courses taught, as set out in Clause 4 of the Article *Workload*;
  - (ii) the results of student evaluations of the course and instructor for all courses taught by the Member, where available;
  - (iii) peer evaluations of the Member's Teaching;
  - (iv) curriculum development or course design, of whatever format, undertaken by the Member;
  - (v) supervision by the Member of undergraduate thesis or project research, clinical work, practicum or internship training, or any other supervision of students' work towards any degree program;
  - (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 award nominations and teaching awards received by the Member;

## *Annual Performance Evaluation*

- (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.
- e) 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.
  - f) 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.
- 9.4 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 4 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 assess the Member's performance in the preceding three Academic Years in accordance with Clause 8. In such a case, the Annual Performance Evaluation Committee shall send a request to the Dean for all relevant materials and the Dean shall respond in a timely fashion.
- 9.5 A Member on Leave at the time of Annual Report submission may decline to submit an Annual Report pursuant to Clause 9, in which case the Annual Performance Evaluation Committee shall follow the procedures of Clause 9.4 of this Article.
- 9.6 The Dean or designate shall place the paper copy of the Annual Report in the Member's Official File.

## *Annual Performance Evaluation*

10. Evaluations shall be conducted in accord with the provisions of the Article *Academic Freedom*, and shall assess a Member's performance of his or her Academic Responsibilities, as set out in the Article *Academic Responsibilities of Members* and modified by the Letter of Appointment or any of the provisions of this Collective Agreement (e.g., *Alternative Workload*).
- 10.1 Evaluations of a Member's performance of Academic Responsibilities in the area of Teaching shall take into account the possibility that student evaluations of a Member may be biased. Such evaluations shall also take into account a Member's submission in the Annual Report that speaks to accomplishments in Teaching beyond student evaluations and/or factors that may bias such student evaluations.
- 10.2 The procedures and criteria for evaluation of a Member's performance of Academic Responsibilities in the area of Research may include the Member's success in securing research funds, where appropriate to the discipline, but the evaluation shall take into account the availability and value of grants, matching funds, contracts and other sources of research funds in the area of the Member's research.
  - 10.2.1 The acquisition of research funds must result in peer-reviewed outcomes produced by the Member in order to be considered a Research activity. The Committee shall take such acquisition into account whenever the resulting outcomes are evaluated, no matter when the funds were applied for or received.
11. Using the procedures and criteria described in this Article, the Annual Performance Evaluation Committee shall, by January 15 of each year, assess for each Member of the Department, School 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 based on the Member's performance in the three Academic Years ending on June 30 of the preceding Calendar Year or for that part of the period in which the Member has held an appointment at the University. The assessment shall be done in accordance with Clause 8. Full-Time Members who have not had a Full-Time Appointment for more than three months within the assessment period shall receive the average Basic Salary Points of 2.2 plus the Dean's Discretionary Salary Points of 0.2.
  - 11.1 Each member of the Annual Performance Evaluation Committee shall contribute an assessment of each Member of the Unit in accordance with the categories in Clause 11.5, save for themselves and for any others involving a conflict of interest, as set out in the Article *Conflict of Interest and Conflict of Commitment*.
    - 11.1.1 If a Member has been on Education Leave or Exchange Leave during the three-year period of the Annual Report, then for the purposes of Annual Performance Evaluation, the Member shall be deemed to have had a Normal Workload during the period of the Leave. A Member who, for the purposes of Annual Performance

Evaluation, does not wish to be deemed to have had a Normal Workload during the period of an Education Leave or Exchange Leave may request an Alternative Workload for the period of the Leave. Such a request must be made as part of the Leave application, and is understood to be for the purposes of Annual Performance Evaluation only.

- 11.1.2 A Member on Sabbatical Leave shall have a Workload consisting exclusively of activities defined by the Member's Academic Responsibilities in the area of Research, with consideration for ongoing graduate student supervision responsibilities. As specified in Clauses 20 through 20.2 of the Article *Sabbatical Leave*, for the purposes of Annual Performance Evaluation only, a Member on Sabbatical Leave shall be deemed to have an Alternative Workload of 10% Teaching, 90% Research and no Service, unless the Member applies for a deemed Normal Workload or a deemed Alternative Workload with a different balance of Responsibilities.
- 11.2 Where a Member has been on Leave of Absence or Elected Public Office Leave, and the Leave was in excess of six months, the period of Leave shall be removed from the three-year period considered in the annual assessment of performance of Academic Responsibilities. Outcomes of a Member's activities undertaken prior to the Leave that occur during the period of the Leave shall be deemed to have occurred in the year following the Leave.
  - 11.2.1 Where a Member has been on Pregnancy and/or Parental/Adoption Leave of at least twenty-four weeks, the period of Leave shall be removed from the three-year period considered in the annual assessment of performance of Academic Responsibilities. Outcomes of a Member's activities undertaken prior to the Leave that occur during the period of the Leave shall be deemed to have occurred in the year following the Leave.
- 11.3 In consideration of any Member's performance, should a member of the Annual Performance Evaluation Committee be deemed to 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 be deemed to have a conflict of interest, the Provost shall appoint a substitute.
- 11.4 In Faculties with Departments or Schools, the Dean or designate shall chair the Annual Performance Evaluation Committee for the purpose of assessing the Department Chair's or the School Director's performance.
  - 11.4.1 The Annual Performance Evaluation Committee members shall make their assessments of Members' performance in accordance with the procedures and criteria referred to in this Article. All members of the Annual Performance Evaluation Committee may report to the Dean any violation of the rules and procedures provided by this Article, or of the procedures and criteria developed in accordance with this Article, by any member or members of the Committee.

## *Annual Performance Evaluation*

- 11.4.2 No business shall be conducted by the Annual Performance Evaluation Committee unless at least three members, or two-thirds of its membership, whichever is the greater, are present at its meetings.
- 11.5 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) acceptable; or
  - e) below the acceptable level.
- 11.6 Where a Member is undertaking significant Employer-approved duties in a Unit outside of the Home Unit (or for a Member with a Joint Appointment, in a Unit outside of the two Units where the Joint Appointment is held), there shall be a written agreement establishing in advance how the out-of-Unit duties shall be evaluated for the purposes of the Member's Annual Performance Evaluation. The parties to this agreement shall be the Member, the Member's Home Unit Chair or Director, where applicable, and the Member's Home Unit Dean.
12. No later than February 15 of each year, the Annual Performance Evaluation Committee shall send a copy of its assessment of each Member's performance, signed by all members of the committee, to the Member's Dean and to the Member.
- 12.1 If the Dean or designate accepts the assessment, it shall be placed in the Member's Official File and a copy supplied to the Member.
- 12.2 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 11 of this Article, but also taking into account the Dean or designate's reasons for not accepting the original assessment.
- 12.2.1 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.
- 12.2.2 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.

12.3 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 by March 15; those present shall be the Dean or designate, the Member, the Member's Chair or Director (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), Director(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;
- c) to give the Dean an opportunity to hear submissions of the Member and consider whether reassessment is warranted;
- d) to discuss available support and mentoring in any or all of Teaching, Research or Service.

12.3.1 Within two weeks of this meeting, the Dean or designate shall provide a written report of the meeting to the Member. This report shall advise whether a reassessment is warranted and shall provide the results of that reassessment. This report shall also set out any concerns in respect of performance, the circumstances giving rise to such concerns, and any support or mentoring that has been agreed upon. This report shall be placed in the Member's Official File.

12.3.2 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.

12.4 Each year before July 31 the Employer shall provide the Association and the Employment Equity Committee with the following data:

- a) number of Members assessed in each Faculty; and
- b) means and standard deviations of performance scores for the Faculty and for each Unit within the Faculty
  - i) in aggregate and;
  - ii) broken down by scores for Teaching, Research and Service and by gender.

### *Annual Performance Evaluation*

13. 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*.
- 13.1 For any grievance of the provisions of this Article that is proceeding to Step 3 (Arbitration), the Employer shall require the APE Committee to provide written reasons for each assessment. Such reasons shall be forwarded to the Association and Member.
14. The Annual Performance Evaluation process described in this Article shall be separate from promotion and tenure processes described in the Article *Promotion and Tenure*, and disciplinary processes described in the Article *Discipline*, except as specifically outlined in this Collective Agreement.
- 14.1 The Association and the Employer agree that a categorization by the Annual Performance Evaluation Committee of a Member's performance as being "below the 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 to the academic staff of the University for a specified period. Limited-Term Appointments can be made at the initial rank of Lecturer or Assistant Professor. Such an Appointment may be filled either through a competition advertised inside and outside the University according to Senate rules and in accord with the provisions of the Article *Employment Equity*, or through the provisions of Clauses 5.1.1 or the Letter of Understanding on Limited-Duties Conversion. 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.

## *Appointments*

- 1.4.1 A Standing Appointment is an ongoing non-probationary Part-Time Appointment to teach a defined teaching load, which can only be terminated by retirement, resignation, dismissal for cause or termination in accordance with Clause 18.9 and 18.9.1 of this Article.
- 1.4.2 A Part-Time Member is a faculty member who holds either (a) Limited-Duties or Standing Appointment(s), and who has had full responsibility at least equivalent to that associated with teaching a half University degree credit course in each of two of the last three Fiscal Years. A Full-Time Member cannot be a Part-Time Member, even when also holding a Limited-Duties Appointment.
- 1.4.3 A person with Preferred Status is a person who has had full responsibility at least equivalent to that associated with teaching a half University degree credit course in each of two of the last three Fiscal Years, but who is not currently under Appointment. A Full-Time Member cannot have Preferred Status, even when also holding a Limited-Duties Appointment. A person with Preferred Status shall retain all rights accorded to a Part-Time Member by the provisions of the Article *Appointments*, and by the provisions of the Article *Grievance and Arbitration* should a violation of the Article *Appointments* be alleged. A person with Preferred Status may continue as a non-contributing member of the pension plan for a period of up to eighteen months. Should the member wish to terminate membership in the pension plan, then he/she may waive the grace period.
- 1.5 An Externally-Funded Appointment is one where more than 40% of the salary of the appointee is paid from a funding source other than the University's operating budget. Such Appointments are normally funded by outside agencies to support activities of a Member in some or all of his or her Academic Responsibilities.
  - 1.5.1 Should the funding for such an Appointment cease before the end of the Appointment, the Appointment shall terminate with notice. Such termination shall not constitute dismissal as defined in the Article *Discipline*. This notice shall be one month for the first year of service and an additional half month for every additional year of service in the Externally-Funded Appointment or sequence of contiguous Externally-Funded Appointments. At the Dean's discretion, notice may be replaced by pay in lieu of notice. Pay in lieu of notice and severance pay shall be at the rate of one month's salary for the first year of service and an additional half month's salary for every additional year of service in the Externally-Funded Appointment or sequence of contiguous Externally-Funded Appointments.
- 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 Research Chair is an academic Appointment that is funded from government, public, private or endowed funds. A Research Chair may be an Externally-

Funded Appointment or an Open Appointment, but is not limited to these categories. Research Chairs include but are not limited to Canada Research Chairs, Research Chairs sponsored by ORDCF (Ontario Research and Development Challenge Fund) and Research Chairs sponsored by the federal granting councils (NSERC, SSHRC and CIHR).

- 1.7.1 All Appointments of Research Chairs shall be made in accordance with the provisions of this Article unless a Research Chair is being filled by a Member who already has a Probationary or Tenured academic Appointment at The University of Western Ontario, or as explicitly provided for in Clause 1.7.2 of this Article.
- 1.7.2 Requirements for the advertisement of a Research Chair Appointment where the Appointment is for one year or less, or where the funding is linked to a particular individual, may be suspended by the Provost at the request of the Appointments Committee through the Dean. All other appointment procedures must be observed.
- 1.7.3 The Appointment of a Research Chair in a Unit shall not increase the Teaching Workload of other Full-Time Members in the Unit.
- 1.7.4 The Letter of Appointment for a Research Chair shall specify the duties of the position, the stipend and any other compensation or perquisites that accompany the Appointment, and the resources and support that the Employer agrees to provide for the Member to fulfil his or her Academic Responsibilities as a Research Chair. In the case of a current Member who is to be appointed to a Research Chair, this may take the form of an amendment to the Member's current Letter of Appointment.

### **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 and Standing 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 or persons with Preferred Status, 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 and secondments

## *Appointments*

not included in the Bargaining Unit. Such teaching is not regulated by this Article. All such teaching shall comply with the policies of the Unit insofar as such policies are consistent with the Collective Agreement.

- b) Teaching carried out by persons with Limited-Duties Appointment(s), who are neither Members nor persons with Preferred Status 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 or qualified person with Preferred Status has applied for a Limited-Duties Appointment.
  - c) Following assignment of courses to Full-Time Members and Members with Standing Appointment, the Employer may assign courses to a graduate student or post-doctoral scholar without open competition, provided that assignment of such courses across the University does not exceed 8% of courses available in the prior Fiscal Year to Part-Time Members, or 10% of courses available in the prior Fiscal Year in any Unit to Part-Time Members.
- 3.1 Except as allowed by Clauses 3 and 15.6 of this Article, non-Members shall not be given preference over Members and persons with Preferred Status in the teaching of University courses.

### **Academic Ranks**

- 4. Appointments to the academic staff shall be made at the academic ranks of Lecturer, 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:
- a) 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
  - b) 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*.
- 4.3.1 Subject to the provisions of Clause 4.3.1.1 of this Article, a successful candidate for a Probationary Appointment will be expected to have a completed doctoral degree or its equivalent.
- 4.3.1.1A successful candidate for a Probationary Appointment who does not possess a completed doctoral degree, or equivalent as appropriate to the discipline, may be appointed to the rank of Assistant Professor provided that the doctoral degree or its equivalent is in progress.
- 4.3.2 A Member appointed as an Assistant Professor under the provisions of Clause 4.3.1.1 of this Article shall have three years from the date of commencement of the Appointment to complete the doctoral degree or equivalent. The three-year period shall not include periods that, through the provisions of this Collective Agreement, would result in an extension of the probationary period, such as Pregnancy and Parental/Adoption Leave or Leave of Absence.
- 4.3.2.1If a Member fails to comply with the provisions of Clause 4.3.2 of this Article, the Member's Appointment will change from a Probationary Appointment to a Limited-Term Appointment, and the Member's rank will change from Assistant Professor to Lecturer. The term of the Limited-Term Appointment shall be to the end of the Member's original Probationary Appointment, and shall be non-renewable. In addition, the Member's salary shall become equal to the current Lecturer floor.
- 4.4 A Limited-Duties or Standing Appointment shall be:
- a) at the rank of Assistant Professor where the appointee holds an earned doctoral degree or equivalent;
  - b) at the rank held upon retirement where the appointee has retired from an academic appointment at Western or another university;

## *Appointments*

- c) at the rank held by an appointee who is employed as a full-time professor at Western;
  - d) at the rank of Adjunct Professor where the appointee holds an academic appointment involving limited contributions to an academic program and where the qualifications for the appointment emanate primarily from an individual's expertise and/or experience within a non-academic occupational field, and not from academic qualifications per se;
  - e) at the rank of Lecturer, in all other cases.
- 4.5 A Limited-Term Appointment may be at any professorial rank 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. Members shall not be renewed at a lower rank. Members may be considered for Promotion.
- 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.
- 4.8 In the case of a Member on a Probationary Appointment, the Promotion and/or Tenure decision shall be postponed for one (1) year where the Member has taken documented sick leaves of at least twenty-four (24) weeks in a twelve month period. Further postponement may be granted if the sick leave periods extend beyond 18 months. The letter from the Employer notifying the Member of the postponement shall advise of the postponement and state that a Member may elect early consideration in accordance with Clause 15.7.1 of the Article *Promotion and Tenure*.

### **Appointments Committee**

5. Each Unit with responsibilities for the Appointments of Members shall have an Appointments Committee that shall, with the exception of the chair, be elected annually. In this Article, Unit refers to a Department, School, Centre or Faculty with responsibilities for the Appointments of Members, and references to the heads of such Units are given as Chair (Director or 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; as part of this process the Appointments Committee shall invite, and take into consideration, comments and opinions on Open Appointments from all Members in the Unit, paying

particular attention to the views of those Unit Members whose disciplinary area of expertise coincides, or significantly overlaps, with that of the Appointments. The Committee's responsibility shall include the drafting and approval of the advertisement for each position.

- 5.1.1 Requirements for advertisement of a Limited-Term Appointment may be suspended at the request of the Appointments Committee through the Dean and at the discretion of the Provost when considering the appointment of a spouse/partner of a successful candidate for a Probationary or Tenured Appointment. All other appointment procedures must be observed.
- 5.1.2 Requirements for advertisement of an Open Appointment may be suspended at the request of the Appointments Committee through the Dean and at the discretion of the Provost when considering a current Limited-Term appointee. All other appointment procedures must be observed.
- 5.1.3 Unless the Members of a Unit have voted in the past year to delegate the task to the Chair (Director or Dean), the Appointments Committee shall consider the need for, and nature of, any Limited-Duties Appointments to be made in the Unit.
- 5.2 The Appointments Committee shall consider all applicants for Open Appointments and shall invite, and take into consideration, comments and opinions on applicants from all Full-Time Members in the Unit, paying particular attention to the views of those Full-Time Members whose disciplinary area of expertise coincides, or significantly overlaps, with that of the applicants.
- 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) shall 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 Limited-Term service shall be reviewed by the Appointments Committee according to the provisions of Clauses 8.2 and 8.3. Any non-renewal of a Limited-Term Appointment after ten years of Limited-Term service shall be reviewed by the Appointments Committee according to the provisions of Clauses 8.2 and 8.3 a), c) and d).
- 5.4 The Appointments Committee shall consider all applicants for advertised Limited-Duties Appointments approved by the Employer, unless the Members in the Unit have voted in the past year to delegate this task to the Chair (Director or Dean).

## *Appointments*

In the event the Members of a Unit have so delegated this task, the Appointments Committee shall ratify the recommendation(s) for anticipated Appointments made by the Chair. The list of all applicants shall be given to the Appointments Committee when it is asked to ratify the recommendation(s) for Appointments.

- 5.5 The Unit's 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. Qualified Part-Time Members and Members holding Limited-Term Appointments who apply for Open Full-Time Probationary Appointments shall be given special consideration for short-listing.

### **Composition of the Appointments Committee**

- 5.6 The composition of the Appointments Committee shall be:
- a) the Chair of the Department (Director of the School or Centre or Dean of the Faculty), who shall chair the Committee;
  - b) at the discretion of the Dean, an Associate Dean with voice but no vote;
  - c) two Full-Time Tenured Members from the Unit elected by the Full-Time Members from the Unit;
  - d) at least two other Members of the Bargaining Unit in the Unit elected by the Members from the Unit. No local constitution shall exclude any Members from Service on Appointments Committees;
  - e) where the Full-Time Members from the Unit so choose, students, who shall be elected by the Full-Time Members from the Unit;
  - f) where a Unit has fewer than two Tenured Full-Time Members (excluding the Chair or Director), the faculty members on 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 Unit. If there are not enough eligible Members in the Unit, the faculty members on Faculty Council shall elect the remaining Tenured Full-Time Members from another Unit within the Faculty.
- 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.



- 5.7.1 The provisions of Clause 5.7 of this Article shall not override the provisions of the Articles *Employment Equity* and *Discrimination and Harassment*.
- 5.7.2 Other Members who participate in the work of the Appointments Committee, either as members of a sub-committee or sub-group or as individuals, are bound by the provisions of Clauses 5.7, 5.7.1 and 5.8 of this Article. While these other Members may participate in the work of the Appointments Committee, their role is advisory and the Appointments Committee is ultimately responsible for its work.
- 5.8 All members of an Appointments Committee shall be supplied with written information about the content and application of relevant federal and provincial equity and human rights legislation, and about University policies relating to employment equity and federal immigration requirements. In accord with the provisions of the Articles *Employment Equity* and *Discrimination and Harassment*, Members shall familiarize themselves with the requirements of these laws and policies as a condition of serving on the Appointments Committee and shall apply the pertinent principles in all aspects of their decision making. In carrying out its duties, the Committee may call upon the Office of Equity & Human Rights Services for assistance. The Dean, or designate, shall ensure that the Committee is aware of the relevant legislation and University policies, and the Dean or designate and the Members participating in the work of the Committee shall take proper and reasonable steps to uphold these laws and policies throughout the deliberation of the Committee.
- 5.8.1 Any recommendation of an offer of Appointment made by an Appointments Committee (or by a Chair (Director or Dean) with delegated responsibility for making Limited-Duties Appointments) shall be in accord with the reporting provisions of Clause 5 of the Article *Employment Equity*.
- 5.9 The membership of the Appointments Committee shall be reported annually to the Office of Faculty Relations 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 (or Director of the School or Centre, or Dean of the Faculty).
- 5.10.1 The Dean or designate and all Members on the Appointments Committee shall take proper and reasonable steps to become familiar with procedures in the Article *Appointments* and to apply pertinent principles of that Article in all areas of decision making.
- 5.10.2 Meetings of the Appointments Committee shall have quorum; quorum is here defined as two-thirds of the committee. No Member present at a meeting of the Committee shall abstain from voting.
- 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

## *Appointments*

interest, he or she shall declare it and withdraw from consideration of, and voting on, all relevant cases. Pursuant to the Article *Conflict of Interest and Conflict of Commitment*, any other person with knowledge of the matter may also assert actual or apparent conflict of interest that is of sufficient seriousness to compromise the integrity of a decision-making process. Such assertions shall be communicated, in writing, to the Dean by the party concerned as soon as possible after that party becomes aware of the actual or apparent conflict of interest, and no later than the meeting(s) at which the matter is being discussed.

- 5.11.1 Where the conflicted individual is a Committee chair, should the Dean determine it is necessary, the Associate Dean shall chair the Committee, except where the Committee is in a Faculty without Departments or Schools, in which case the Provost shall determine whether replacement is necessary and if so, shall appoint another Dean or an Associate Dean to chair the Committee.

### **Selection of Candidates**

- 5.12 The Appointments Committee shall consider all candidates for a Probationary, Tenured, Limited-Term, Externally-Funded or Visiting position and shall interview all short-listed candidates who present themselves for interview.

- 5.12.1 In advance of the interview date all short-listed candidates for Probationary and Tenured Appointments shall be provided with contact information about the Association's webpage.

- 5.12.2 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.

- 5.12.3 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.

- 5.12.4 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.

- 5.12.4.1 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.

5.12.5 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.

**Search Committee**

5.13 A Search Committee may support and advise the Appointments Committee and may, without limitation, undertake the responsibilities of the Appointments Committee listed in Clauses 5.1, 5.2, 5.3, 5.12 and 5.12.1. Notwithstanding Clause 5.7.2 above, a Department, School or Faculty may decide by secret ballot that members of Search Committees for specific positions shall have equal voting rights with other members of the Appointments Committee on the selection of the best candidate for that position.

5.13.1 The chair of the Search Committee shall be elected by and from the Members of the Search Committee.

5.13.2 The chair of the Search Committee shall convene the Search Committee and shall monitor compliance with Clauses 5.7, 5.7.1, 5.8, 5.10.1, 5.10.2, 5.11, 5.12 and 5.12.1 of this Article and Clauses 4 and 5 of the Article *Employment Equity*.

5.14 In the case of a Search Committee where several Units are involved and the appointing Unit is not known, the Search Committee shall include, but is not limited to:

- a) the Dean or Dean's designate from each involved Faculty (with voice but no vote);
- b) the Chair/Director of any Unit which may potentially be asked to offer the appointment or in the case of a Faculty without Departments or Schools, a Member from that Unit appointed by the Dean; and
- c) where fewer than three Units are involved, one further Member from the Appointments Committee of each Unit potentially involved in the hire, elected by the Appointments Committee of that Unit.

5.14.1 Where the appointing Unit is not known, the Search Committee shall make a recommendation as to the most appropriate Unit(s) for the appointment of the candidate based on his/her disciplinary focus and shall make a recommendation to the Appointment Committee(s) of such (a) Unit(s) to consider an appointment with a recommendation on rank and appointment type.

## *Appointments*

- 5.14.2 The Appointments Committee of the appointing Unit may call the candidate for a secondary interview and shall decide whether to recommend the candidate to the Provost for appointment under Clause 5.12.2.

### **Letter of Appointment for 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 with Schools the Dean shall consult with the Director of the School and the relevant Appointments Committee regarding this Letter; and 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. The Employer shall notify the Association of the name and Units of new Appointees on a quarterly basis.
- 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 with Schools the Dean shall consult with the Director of the School and the relevant Appointments Committee regarding this Letter; and 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. The Employer shall notify the Association of the name and Units of new Appointees on a quarterly basis.

### **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. A Joint Appointments Committee, as described in Clause 7.1 of this Article, shall review renewals of Joint Limited-Term Appointments. Any non-renewal of a Joint Limited-Term Appointment in accordance with Clause 5.3.2.1 shall be reviewed by a Joint Appointments Committee as described in Clause 7.1.

- 7.1 The Joint Appointments Committee shall be composed of members of the relevant Units' Appointments Committees, as follows:
- a) the Chair(s) (Director(s) or Dean(s)) of each Unit in which the Appointment will be held, who shall co-chair the Committee;
  - b) at least one Full-Time Tenured member from the Appointments Committee of each Unit, elected to the Joint Appointments Committee by the members of the Appointments Committee in each case. Should the Joint Appointment be with a Clinical Department in the Schulich School of Medicine & Dentistry, the member from the Clinical Department's Appointments Committee may hold "Continuing Appointment" status;
  - c) a student member or members of the Unit's 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 Unit's Appointments Committee may be elected to the Joint Appointments Committee by members of the Appointments Committee in each case.
- 7.1.2 Quorum shall consist of two-thirds of the members. It must include the co-chairs plus one other faculty member from each Unit. No member present at a meeting of the Committee shall abstain from voting.
- 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 or School or Centre Director 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 5.12.4.1.)
- 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

## *Appointments*

Clause 6 or 6.1 of this Article. The Employer shall notify the Association of the name and Units of new Appointees on a quarterly basis.

### **Home Unit**

- 7.6 The determination of the Home Unit shall be discussed with the successful candidate before the Letter of Appointment is issued. The Home Unit will be responsible for undertaking a joint Performance Evaluation when it is required, for processing Leave applications, and for any other administrative necessities which may arise.
- 7.7 If the Home Unit is a Department (School), the Department's (School'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 Unit. Any renewal of a Limited-Term Appointment beyond five years' Limited-Term service in a given Unit may be for a period of up to five years.
- 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 occur two years before the end date of the Appointment and 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 teaching responsibilities of the position will be assumed by Probationary or Tenured positions;
  - c) that the Member has failed to meet the Academic Responsibilities associated with the position; or
  - d) any ground for dismissal as defined in the Article *Discipline*.
- 8.4 The two-year notice period specified in Clause 8.2 of this Article may, at the Dean's discretion, be replaced by pay in lieu of notice. Pay in lieu of notice and

severance pay together shall be at the rate of one month's salary for the first year of service and an additional half month's salary for every additional year of service in the Limited-Term Appointment.

**Visiting Appointments**

9. An initial Visiting Appointment shall be for a fixed term to a maximum of five years in a given Unit. 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*.
- 9.1 On the recommendation of an Appointments Committee through the Dean, and on approval of the Provost, an appropriately qualified individual may be granted a Visiting Appointment on a non-competitive basis for the following reasons:
  - a) to enhance the reputation and/or intellectual resources of the institution;
  - b) to bring high-level or specialized expertise into a Unit which is not available through normal appointment channels; and/or
  - c) to meet special administrative or institutional needs.

**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*.
- 10.1 Requirements for the advertisement of an Externally-Funded Appointment where the Appointment is for one year or less, or where the funding is linked to a particular individual, may be suspended by the Provost at the request of the Appointments Committee through the Dean. All other appointment procedures must be observed.

**Limited-Duties Appointments of Part-Time Members**

11. A Part-Time Member may hold Limited-Duties or Standing Appointments to a maximum of four full-course equivalents across the University in any twelve-month Fiscal Year. In exceptional circumstances this maximum may be exceeded upon approval by the Provost on the recommendation of the Appointments Committee or the Chair (Director or Dean) where delegation has occurred.
- 11.1 Part-Time Members who, as of June 28, 2000, had held Limited-Duties Appointments in six of the last eight years shall not be subject to the provisions of Clause 11 of this Article.

## *Appointments*

- 11.2 Members who, as of June 28, 2000, had held a mixture of non-concurrent Limited-Duties and Limited-Term Appointments in six of the last eight years shall not be subject to the provisions of Clause 11 of this Article.
12. Except as provided for elsewhere in this Article, Appointments to Limited-Duties positions shall be based on selection criteria defined by the local academic Unit. These selection criteria shall include the following general areas:
- a) *performance*: where an applicant has teaching experience, this is demonstrated by evaluations, which may include relevant student teaching evaluations and/or peer evaluations and/or teaching assistantship evaluations as long as consideration is given to the possibility that student evaluations of an applicant may be influenced by the required or elective status of the applicant's previously taught course(s);
    - i) where the holder of a Limited Duties Appointment has no record of performance at Western or is unable to provide evidence of a record of satisfactory performance at Western, the Appointments Committee shall refer the applicant to the Teaching Support Centre for mentoring and development and shall closely monitor his/her progress toward satisfactory performance to determine suitability for reappointment.
  - 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.

Notices of anticipated Limited-Duties Appointments shall include a statement of the criteria to be used in selecting the successful applicant.

### **Limited-Duties Appointments of Full-Time Members**

13. 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 Employer. Such approval shall be withheld if the Employer 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. In exceptional circumstances this maximum may be exceeded upon approval by the Provost on the recommendation of the Dean.

### **Application and Selection Procedure**

14. Courses shall be assigned first to Full-Time faculty Members, then to Members with Standing Appointment and then to Graduate Students and Post-doctoral Fellows under Clause 3 c).



- 14.1 Should a faculty member with Standing Appointment be unwilling or unable to accept a course as assigned, he or she shall advise the Chair within two weeks of notice of assignment. Should a faculty member with Standing Appointment decline assignments such that he or she loses Membership, or is no longer qualified for Standing Appointment under Clause 18, the member will be deemed to have resigned from the Standing Appointment.
- 14.1.1 Notwithstanding 14.1, on request of a Member, the Dean may waive a deemed resignation under Clause 14.1 on compassionate grounds.
- 15. Subject to authorization by the Employer, the Chair (Director or Dean) shall post notices of anticipated Limited-Duties Appointments.
- 15.1 For anticipated Fall/Winter Limited-Duties Appointments, notice shall be posted no later than April 30.
- 15.2 For anticipated Intersession/Summer Limited-Duties Appointments, notice shall be posted no later than the last day of January.
- 15.3 Notices for anticipated Limited-Duties Appointments shall be posted in the Unit 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.
- 15.4 Applications for Limited-Duties Appointments must be received by thirty days after the date of posting.
- 15.5 All applicants shall be notified of the results by mail within four weeks after the application deadline by the Chair or Unit Head.
- 15.6 The Appointments Committee (or the Chair, Director or Dean if so delegated by the Unit) shall apply the criteria of Clause 12 of this Article to select the successful candidate. The Appointment shall be offered to the candidate that best meets the criteria of Clause 12 of this Article; where two candidates meet the criteria equally, preference shall be given to Members and those with Preferred Status.
- 15.7 Any recommendation of an offer of Appointment made by an Appointments Committee (or by a Chair, Director or Dean with delegated responsibility for making Limited-Duties Appointments) shall be in accord with the provisions of Clause 5 of the Article *Employment Equity*.

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

- 16. The Chair (Director or Dean) shall provide the successful applicant for a Limited-Duties Appointment with a Letter of Appointment stating the terms, conditions

## *Appointments*

and rank of the Appointment. These terms and conditions shall not conflict with the provisions of this Collective Agreement.

- 16.1 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.
- 16.2 If, after Appointment, a Part-Time Member agrees to accept any duties or responsibilities not referred to in the Letter of Appointment, the Chair (Director or 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.
- 17. When a course taught through a Limited-Duties Appointment is cancelled, the Part-Time Member affected by the cancellation may be reassigned.
- 17.1 Where reassignment is not made and the Member is given notice of course cancellation up to the start of classes, he or she shall be paid a one-time cancellation stipend of \$750.
- 17.2 Where a Member is given notice that his/her course is cancelled within two weeks after the start of classes, the cancellation stipend shall be \$1500.00.

### **Eligibility for Standing Appointment**

- 18. For each half course taught within a Unit in at least seven Fiscal Years of a contiguous ten Fiscal Year period under a Limited Duties Appointment, a faculty member is eligible to be considered for a Standing Appointment equivalent to a half course.
- 18.1 Each February, the Appointments Committee in each Unit shall ascertain those faculty who are eligible for consideration for a Standing Appointment in accordance with Clause 18. The Appointments Committee shall review the record of performance of those eligible, and shall determine whether the faculty member has sustained a record of performance in teaching that is sufficiently strong to warrant a Standing Appointment. The Committee shall provide its determination to the Dean, together with the record of performance, and to the faculty member. The Dean shall either accept or reject the Committee's determination and recommendation and shall so inform the Committee and the faculty member. Where the Dean accepts a recommendation for a Standing Appointment, the Appointment shall be effective on May 1.
- 18.2 A Member with Standing Appointment shall be entitled to be assigned the number of courses for which a Standing Appointment has been earned, without the need for open competition, from amongst a roster of courses which the Appointments Committee has identified they are qualified to teach.

- 18.2.1 Where a Member with Standing Appointment is no longer qualified for, or no longer meets the criteria for, Standing Appointment in respect of one or more courses on the roster, the Appointments Committee may remove the course from the Member's roster.
- 18.3 Where multiple faculty with Standing Appointments are qualified to teach a particular course to be assigned, the faculty member with the most senior Standing Appointment shall be granted the assignment.
- 18.4 Where a faculty member is entitled to a stated course load under Standing Appointment, but insufficient course(s) within their roster are available to complete the assignment, the Chair, Director or Dean shall make best efforts to assign an alternate course the member is qualified to teach.
- 18.5 The possession of a Standing Appointment does not guarantee assignment of a course. Such assignment is subject to the availability of a course which the appointment holder is qualified to teach.
- 18.6 In the Don Wright Faculty of Music, the term "course" in Clauses 1.4.2 and 1.4.3 shall be deemed to include Studios and Ensembles where equivalent. The term *Studio* is defined as a group of students, each registered in one of the studio course numbers included in Appendix D, who are receiving private instruction on the same principal instrument from the same instructor. The term *Ensemble* is defined as one of the major performing ensembles identified as such by the Faculty of Music with course numbers as shown in Appendix E. In the case of studio instruction, where enrolment permits, the number of hours of instruction assigned to a studio will be at least equal to that of the previous Fiscal Year.
- 18.6.1 In considering Standing Appointments in the Don Wright Faculty of Music the terms *Studio* and *Ensemble* as defined in Clause 18.6 of this Article, are to be substituted, as appropriate, into Clauses 18, 18.2, 18.2.1, 18.3, 18.4, 18.5, 18.8 and 18.10 in place of the word "course."
- 18.7 Full-Time Members and graduate students registered at The University of Western Ontario cannot accumulate credit towards or enter into Standing Appointment. However, Members who already have Standing Appointment can become graduate students without losing the Standing Appointment, except as otherwise provided.
- 18.8 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 Standing Appointment.
- 18.9 A Member shall be given two years' notice of termination of all or part of a Standing Appointment. This notice period may, at the discretion of the Dean, be replaced with pay in lieu of notice. Pay in lieu of notice and severance pay together shall be one month's salary for the first year of service and an additional

## *Appointments*

half month's salary for every additional year of service in the Standing Appointment or part thereof; for this calculation, each Academic Term in which the Standing Appointment was held shall count as one third of a year of service.

18.9.1 Notification of termination of a Standing Appointment shall be accompanied by a statement of the grounds upon which the decision to terminate the Appointment is based. These grounds shall be:

- a) that the need for the Appointment 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 Full-Time 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*.

18.10 Where a Member has held a mixture of non-concurrent Limited-Duties and Limited-Term Appointments, the courses taught in the Limited-Term Appointments shall be deemed to be Limited-Duties Appointments for the purpose of establishing entitlement to Standing Appointments.

### **Transition Provisions**

- 19. Faculty who were Members during the Fiscal Year 2010-2011 under the provisions of the 2006-2010 Faculty Collective Agreement shall be given Membership (while under appointment) or Preferred Status in the Fiscal Year 2011-2012.
- 20. Faculty with First Refusal Rights to a course as at May 1, 2011 shall be paid at the Member/Preferred Status course rate in accordance with the Article *Compensation and Benefits*.
- 21. Faculty with a Renewable Multi-Year Appointment to a course as at May 1, 2011 shall be paid at the Standing Appointment course rate in accordance with the Article *Compensation and Benefits*.
- 22. Faculty with a Renewable Multi-Year Appointment as at May 1, 2011 and those who meet the eligibility criteria specified in Clause 18 before September 1, 2011 shall be granted a probationary Standing Appointment with term ending April 30, 2014.

- 22.1 Each Appointments Committee shall determine by April 30, 2011 what criteria shall be applied under Clause 18.1 to assess whether a candidate for Standing Appointment has sustained a “sufficiently strong” record in teaching to warrant Standing Appointment. These criteria shall be ratified by the Membership in the Unit by May 31, 2011 and approved by the Employer by September 1, 2011 before taking effect. The criteria shall be posted within the Unit.
- 22.2 By March 15, 2012, each Appointments Committee shall review the teaching records of each Member who holds a Probationary Standing Appointment against the criteria. The Appointments Committee shall identify any areas in which such a Member may not meet the criteria. Any concerns arising from the review shall be detailed in a letter to the Member and copied to the Dean and the Member’s Official File.
- 22.3 By March 15, 2014, each Appointments Committee shall review the teaching records of each Member who holds a Probationary Standing Appointment against the criteria for Standing Appointment. The Appointments Committee shall determine whether to recommend a Standing Appointment be granted based on its assessment of whether the Member sustained a sufficiently strong record of performance in teaching in the prior three years. The Committee shall provide its determination to the Dean, together with the record of performance, and to the Member. The Dean shall either accept or reject the Committee’s determination and recommendation and shall so inform the Committee and the Member.
- 22.3.1 If a Member holding a Probationary Standing Appointment has sustained a sufficiently strong record of performance in teaching to warrant a Standing Appointment, the Probationary Standing Appointment shall be converted to a Standing Appointment effective May 1, 2014.
- 22.3.2 If a Member holding a Probationary Standing Appointment has not sustained a sufficiently strong record of performance in teaching to warrant a Standing Appointment, the Probationary Standing Appointment shall cease. This does not prevent the faculty member from applying to Limited Duties postings, nor does it prevent the faculty member from becoming eligible for consideration for Standing Appointment in the future.

## **ASSOCIATION DUES**

### **Dues Deductions - Bargaining Unit Members**

1. 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 (1) 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 (15th) 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 Canada Revenue Agency (CRA) rules and regulations.

### **Dues Deduction - Voluntary Members of the Association**

4. 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 (1) 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 (1) 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 (15th) 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 CRA 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, any 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 faculty members who serve as officers and/or representatives of the Association, as 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, 2.1 and 3.1 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 January 1 to December 31 in the year in which the negotiations for a renewed collective agreement will commence.
  - 2.3 In addition, the Association may purchase further teaching or equivalent research load reductions from the Employer for its officers and/or representatives calculated at the minimum half-course rate for Members and persons with Preferred Status, to a maximum of eighteen 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 or research load reductions under the provisions of this Article shall receive an Alternative Workload in which the proportions of Teaching, Research, and Service will be adjusted accordingly. 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



849 square feet of Net Assignable Square Feet. 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, or in his/her absence, a designate 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 of all documentation circulated to Senate and is entitled to attend and participate in all meetings without exclusion.

#### **Association's Webpage**

- 5. All short-listed candidates for Probationary and Tenured Appointments shall be provided with contact information about the Association's webpage.

## BASIC SCIENTISTS IN CLINICAL DEPARTMENTS

1. Basic Scientists in Clinical Departments are those Members whose Home Unit is a Clinical Department in the Schulich School of Medicine & Dentistry. In this Article, such Members are referred to as Basic Scientists.
2. A Basic Scientist may hold a Probationary or Tenured Appointment, a Limited-Term Appointment, a Visiting Appointment, or an Externally-Funded Appointment.
- 2.1 In addition to the Member's Appointment in a Clinical Department, a Basic Scientist shall also have a Cross Appointment in another non-clinical Unit at the University, known as the Basic Home Unit.
3. For the purposes of salary increases provided for by the Article *Compensation and Benefits*, Basic Scientists in Externally-Funded Appointments shall be deemed to be in Limited-Term Appointments.
4. Where a candidate has been recommended for an Appointment by a Clinical Department, the Appointments Committee of the Basic Home Unit where the candidate's Cross Appointment would be held shall consider the candidate.
- 4.1 In its consideration of the candidate, the Appointments Committee shall:
  - a) consult with the appointments committee of the Clinical Department and, where appropriate, with the Director of a Research Institute;
  - b) satisfy itself that the intent of the provisions of the Articles *Appointments* and *Employment Equity* have been observed in the process followed by the appointments committee of the Clinical Department;
  - c) recommend to the Dean whether or not the candidate should hold a Cross Appointment in the Basic Home Unit.
5. The administration of the process of Promotion and/or Tenure, including the annual probationary meetings described in Clauses 5 to 5.3 of the Article *Promotion and Tenure*, and the application of the provisions of the Articles *Workload* and *Annual Performance Evaluation* shall occur in the Basic Home Unit. If Cross Appointments are held in more than one Basic Unit, the determination of the Basic Home Unit shall be discussed with the successful candidate before the Letter of Appointment is issued.
- 5.1 Each newly-appointed Basic Scientist shall be offered mentoring as described in the "Schulich Mentorship Program (June 4, 2010)".
- 5.1.1 Where the Member elects mentoring, there shall be a single mentorship committee with representation from the clinical and basic departments and/or institutes in which the Member is appointed including at least one member with

expertise in the area of the mentee's major academic responsibilities, where possible.

6. Subject to the provisions of Clauses 6.1 to 6.3, inclusive, of this Article, the provisions of the Article *Promotion and Tenure* shall apply to Basic Scientists in Probationary Appointments and Tenured Appointments. Subject to the provisions of Clauses 6.1 to 6.3, inclusive, of this Article, and the provisions of Clause 4.6 of the Article *Appointments*, the provisions of the Article *Promotion and Tenure* shall apply to Basic Scientists with Externally-Funded Appointments. A designate may be appointed by the Chair of the Clinical Department to act on his/her behalf in respect of the promotion and tenure consideration of a Basic Scientist in a clinical department.
- 6.1 At any meeting of a Basic Scientist with the Dean under the provisions of Clause 5.1.4 of the Article *Promotion and Tenure*, the Chair(s), Director(s) or Dean(s) of the Clinical Home Unit and the Basic Home Unit, and where the Basic Scientist is affiliated with a Research Institute, the Director shall be present.
- 6.2 Any consultation between the Dean and the Department Chair or School Director under the provisions of the Article *Promotion and Tenure* shall include consultation with the Chair(s), Director(s) or Dean(s) of the Clinical Home Unit, the Basic Home Unit, and the Research Institute, where applicable.
- 6.3 For the purposes of consideration of a Basic Scientist's Promotion and/or Tenure File, the Promotion and Tenure Committee of the Basic Home Unit shall be expanded to include:
  - a) the Dean of the Clinical Home Unit, who shall be without vote;
  - b) the Chair of the Clinical Home Unit;
  - c) the Director of a Research Institute, if appropriate and not already included in the Committee membership.
7. Any assignment of Workload shall occur in the Basic Scientist's Basic Home Unit in accord with the Article *Workload* and shall involve consultation with the Chair of the Basic Scientist's Clinical Home Unit.
- 7.1 Workload assigned each year under the process set out in the Article *Workload* shall be communicated to the Member in writing and shall not be changed in magnitude without the consent of the Member.
8. Application of the provisions of the Article *Alternative Workload* shall be through both the Chair of the Basic Scientist's Clinical Home Unit and the Chair, Director or Dean of the Basic Home Unit.
9. For the purposes of Annual Performance Evaluation of a Basic Scientist, and where the Basic Home Unit has elected to have an Annual Performance

### *Basic Scientists in Clinical Departments*

Evaluation Committee, the Committee shall be expanded to include the Chair of the Clinical Home Unit and, if appropriate, the Director of a Research Institute.

- 9.1 For the purposes of Annual Performance Evaluation of a Basic Scientist, and where a Basic Home Unit has not elected to have an Annual Performance Evaluation Committee, the Annual Performance Evaluation shall be conducted by the Chair, Director or Dean of the Basic Home Unit; in doing so the Chair shall consult with the Chair of the Clinical Home Unit of the Basic Scientist and, if appropriate, the Director of a Research Institute.
- 9.2 Where the Member and the Dean agree, another person may replace the Chair of the Clinical Home Unit, or the Director of a Research Institute in Clauses 9 and 9.1 of this Article.
- 9.3 At any meeting of a Basic Scientist with the Dean under the provisions of Clause 7.3 of the Article *Annual Performance Evaluation*, the Chair(s), Director(s) or Dean(s) of the Clinical Home Unit and the Basic Home Unit, and where appropriate, the Director of a Research Institute, shall be present.
10. The provisions of the Article *Sabbatical Leave* shall apply to a Member who held a Sequential Term – Continuing Appointment on July 1, 2002, and who has been transferred to an Externally-Funded Appointment.

## **CHILD AND FAMILY CARE**

### **Child Care**

1. The Employer shall provide on-Campus day care facilities in which at least fifty spaces are assigned on a priority basis to the children of Members. Hereafter these spaces are referred to as Faculty Priority (FP) spaces.
  - 1.1 Both Parties acknowledge that FP spaces cannot be held vacant and may be filled by a non-Member's child if no Member accepts the offer of a space for the date it becomes available.
  - 1.2 The priority for non-FP spaces will be as follows: first priority to full-time members of the University community (faculty, staff and students), second priority to part-time members of the University community, and last priority to members of the outside community.
  - 1.3 The Employer shall provide a report to the Association by December 31 and June 30 of each year, indicating how many children of Members are on the waiting list for each kind of space (infant, toddler, preschool), how long each child has been on the waiting list and how many children of Members were unable to obtain a child care space for the date for which they indicated a need.
  - 1.4 Based on the reports referenced in Clause 1.3, a review shall be conducted jointly by the Employer and the Association at the end of each year of this Collective Agreement to determine the extent of any unsatisfied demand for child care spaces for the children of Members and recommend options for improvement.
  - 1.5 The day care facility shall have an Advisory Committee whose membership shall include a representative from the Association. This Committee shall meet at least once every six months.
  - 1.6 The design of day care programs for faculty children at the facility shall consider the need for extended hours and flexible enrolment options to accommodate Members' work schedules.

### **Family Care**

2. The Employer shall maintain an office that provides information, guidance and assistance to Members regarding resources, programs and policies relevant to schools, child care, elder care, parental leaves, and other family concerns.

## **CLOSURE AND 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 Clauses 3 and 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*.

### **The Academic Review Committee**

- 2.2 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.
- 2.2.1 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.
- 2.2.2 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.

- 2.2.2.1 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*.
- 2.2.3 The ARC shall submit its report to the Senate Secretariat within ninety days of its constitution under Clause 2.2.
- 2.2.4 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 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 directly affected Probationary, Tenured and Limited-Term Members who are in Appointments created under Clause 1.1 of the Article *Transition Provisions* of the 1998-2002 Collective Agreement (Permanent Members) 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, or who is eligible for early retirement under the Ontario Teachers' Pension Plan, 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.

### *Closure or Reorganization of an Academic Unit*

- 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. In the case of Part-Time Members holding Renewable Multi-Year Appointments, this reassignment shall be until the end of the Limited-Duties Appointment occurring in the final year of the Renewable Multi-Year Appointment.
- 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 Probationary, Tenured and Limited-Term Members for the Academic Years 2010-11, 2011-12, 2012-13, and 2013-14**

#### **Salaries for 2010-11 (Retroactive to July 1, 2010)**

1. The 2010-11 salary increase shall be retroactive to July 1, 2010, and shall apply to Probationary, Tenured and Limited-Term Members at The University of Western Ontario as of June 30, 2010, who were also eligible§ Probationary, Tenured or Limited-Term Members on July 1, 2010. Individual Base Salaries at June 30, 2010, 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, 2010, than it was at June 30, 2010, in which case the salary at July 1, 2010, shall be used as the starting point.

#### **Scale Increase**

2. The Base Salaries of all Probationary, Tenured and Limited-Term Members will be increased by 1.5%.

#### **Performance-Linked Career Progress (PLCP) Fund**

3. 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*.
4. The calculation of the PLCP fund and distribution mechanisms are described in Clauses 27 through 35 of this Article.

#### **Floor Salaries and Associated Salary Adjustments**

5. Floor Salaries for the professorial ranks will be set as follows:

	<u>2009-10</u>	<u>2010-11</u>
Professor	\$91,236	\$92,605
Associate Professor	\$74,647	\$75,767
Assistant Professor	\$65,076	\$66,052
Lecturer	\$47,849	\$48,567

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§ Throughout this Article, "eligible" means included in the list of persons identified as Full-Time Members of the Bargaining Unit in Appendix A of this Collective Agreement, as amended by agreement of the Parties in accordance with the description of the Bargaining Unit provided in the decision of the Ontario Labour Relations Board 4482-97-R dated May 26, 1998.

## *Compensation and Benefits*

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

### Resulting Base Salaries

6. The adjustments outlined in Clauses 2 to 5 of this Article shall result in new Base Salaries for 2010-11, to be used as the base for future year salary adjustments.

### Salaries for 2011-12

7. The 2011-12 salary increase shall be effective July 1, 2011, and shall apply to all Probationary, Tenured and Limited-Term Members at The University of Western Ontario as of June 30, 2011, who are also eligible Probationary, Tenured or Limited-Term Members on July 1, 2011. Individual Base Salaries at June 30, 2011, shall be used as the starting point for the application of the components included below.

### Scale Increase

8. The Base Salaries of all Probationary, Tenured and Limited-Term Members will be increased by 1.5%.

### Performance-Linked Career Progress (PLCP) Fund

9. 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*.
- 9.1 The calculation of the PLCP fund and distribution mechanisms are described in Clauses 27 through 35 of this Article.

### Floor Salaries and Associated Salary Adjustments

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

	<u>2010-11</u>	<u>2011-12</u>
Professor	\$92,605	\$93,994
Associate Professor	\$75,767	\$76,904
Assistant Professor	\$66,052	\$67,043
Lecturer	\$48,567	\$49,296

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

Resulting Base Salaries

11. The adjustments outlined in Clauses 7 to 10 of this Article shall result in new Base Salaries for 2011-12, to be used as the base for future year salary adjustments.

**Salaries for 2012-13**

12. The 2012-13 salary increase shall be effective July 1, 2012, and shall apply to all Probationary, Tenured and Limited-Term Members at The University of Western Ontario as of June 30, 2012, who are also eligible Probationary, Tenured or Limited-Term Members on July 1, 2012. Individual Base Salaries at June 30, 2012, shall be used as the starting point for the application of the components included below.

Scale Increase

13. The Base Salaries of all Probationary, Tenured and Limited-Term Members will be increased by 1.5%.

14. Lump-Sum Increase

After the scale adjustment, the Base Salaries of all Probationary, Tenured and Limited-Term Members will be increased by \$800.

Performance-Linked Career Progress (PLCP) Fund

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*.
- 15.1 The calculation of the PLCP fund and distribution mechanisms are described in Clauses 27 through 35 of this Article.

Career Trajectory Fund

16. A Career Trajectory Fund shall be established in 2012-13 in the amount of \$400,000. This Fund shall be distributed as described in Clauses 40 to 43 of this Article.

Floor Salaries and Associated Salary Adjustments

17. Floor Salaries for the professorial ranks will be set as follows:

## Compensation and Benefits

	<u>2011-12</u>	<u>2012-13</u>
Professor	\$93,994	\$96,204
Associate Professor	\$76,904	\$78,858
Assistant Professor	\$67,043	\$68,849
Lecturer	\$49,296	\$50,835

After the scale adjustment, lump-sum adjustment, Career Trajectory adjustment, and any PLCP adjustment, salaries of those Members that are below the new Floor Salaries will be moved up to the new Floor Salaries.

### Resulting Base Salaries

18. The adjustments outlined in Clauses 12 to 17 of this Article shall result in new Base Salaries for 2012-13, to be used as the base for future year salary adjustments.

### Salaries for 2013-14

19. The 2013-14 salary increase shall be effective July 1, 2013, and shall apply to all Probationary, Tenured and Limited-Term Members at The University of Western Ontario as of June 30, 2013, who are also eligible Probationary, Tenured or Limited-Term Members on July 1, 2013. Individual Base Salaries at June 30, 2013, shall be used as the starting point for the application of the components included below.

### Scale Increase

20. The Base Salaries of all Probationary, Tenured and Limited-Term Members will be increased by 1.5%.

### Lump-Sum Increase

21. After the scale adjustment the Base Salaries of all Probationary, Tenured and Limited-Term Members will be increased by \$1,200.

### Performance-Linked Career Progress (PLCP) Fund

22. 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*.
- 22.1 The calculation of the PLCP fund and distribution mechanisms are described in Clauses 27 through 35 of this Article.

Career Trajectory Fund

23. A Career Trajectory Fund shall be established in 2013-14 in the amount of \$400,000. This Fund shall be distributed as described in Clauses 40 to 43 of this Article.

Floor Salaries and Associated Salary Adjustments

24. Floor Salaries for the professorial ranks will be set as follows:

	<u>2012-13</u>	<u>2013-14</u>
Professor	\$96,204	\$98,847
Associate Professor	\$78,858	\$81,241
Assistant Professor	\$68,849	\$71,082
Lecturer	\$50,835	\$52,798

After the scale adjustment, lump-sum adjustment, Career Trajectory adjustment, and any PLCP adjustment, salaries of those Members that are below the new Floor Salaries will be moved up to the new Floor Salaries.

Salary Anomaly Fund (SAF)

25. A Salary Anomaly Fund shall be established and distributed to Probationary, Tenured and Limited-Term Members following the procedures described in Clauses 36 to 39.7 of this Article.
- 25.1 This fund shall be \$200,000. This fund shall be fully distributed in the Academic Year 2013-14.

Resulting Base Salaries

26. The adjustments outlined in Clauses 19 to 25.1 of this Article shall result in new Base Salaries for 2013-14, to be used as the base for future year salary adjustments.

**Calculation and Distribution of the Performance-Linked Career Progress (PLCP) Fund**

Performance Assessment

27. For the years 2010-11 through 2013-14, the PLCP adjustment is based on the outcome of Annual Performance Evaluations, described in the Article *Annual Performance Evaluation*.
- 27.1 Performance levels will be assigned for each area of responsibility (i.e., Teaching, Research, and Service) having a non-zero weighting for each Member.

## Compensation and Benefits

- 27.2 Performance levels and associated points will be assigned as follows in each non-zero weighted area:

below the acceptable level	0 points
acceptable	1 point
good	2 points
very good	3 points
outstanding	4 points

- 27.3 Where the assessment of performance is performed by the Annual Performance Evaluation Committee pursuant to the Article *Annual Performance Evaluation*, 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 27.2 of this Article. A Member's Performance Level points for each area of Responsibility will be based on a simple averaging of scores provided by individual members of the Committee.

### Performance Assessment Indicator (PAI)

28. 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

29. A total number of Salary Points (SP) equal to the number of Probationary, Tenured and Limited-Term Members (converted to Full-Time equivalents) multiplied by 2.40 shall be distributed in each of 2010-11, 2011-12, 2012-13, and 2013-14.
- 29.1 In each year, 2.2 of the 2.4 Salary Points per Member shall be distributed as Basic Salary Points (BSPs; see Clause 33 of this Article), and 0.2 of the Salary Points per Member shall be distributed as Discretionary Salary Points (DSPs; see Clause 34 of this Article).
- 29.2 Full-Time Members who have not had a Full-Time Appointment for more than three months within the assessment period shall receive the average Basic Salary Points of 2.2 plus the Dean's Discretionary Salary Points of 0.2.
30. For Full-Time Probationary and Tenured Members, and for Limited-Term Members at the rank of Assistant Professor or above, the value of a Salary Point will be as follows:

	<u>Base salary range</u>	<u>Salary Point Value</u>
2010-11	less than \$102,883	\$1,146
	\$102,884-\$125,197	\$ 867
	\$125,198 and higher	\$ 700
2011-12	less than \$104,426	\$1,163
	\$104,427-\$127,075	\$ 880
	\$127,076 and higher	\$ 711
2012-13	less than \$105,992	\$1,180
	\$105,993-\$128,981	\$ 893
	\$128,982 and higher	\$ 722
2013-14	less than \$107,582	\$1,198
	\$107,583-\$130,916	\$ 906
	\$130,917 and higher	\$ 733

- 30.1 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 2010-11 are \$102,883 and \$125,197), 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. §§

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§§ The process described in Clause 30.1 of this Article requires that a Member's PLCP Increment be calculated according to the formula:

$$\text{Member's PLCP Increment} = [\text{breakpoint} - \text{Base Salary}] + [(\text{Salary Points} - \text{SP2}) \times \text{Value2}]$$

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 2010-2011 a Member with a Base Salary of \$101,000 in the previous year is awarded 2.4 Salary Points. The breakpoint is \$102,883. At \$1146 per point, 1.643 Salary Points (calculated as  $(102,883 - 101,000) \div 1146$ ) would be required to increase the Member's salary to the breakpoint of \$102,883. Since the Member is awarded 2.4 Salary Points, 0.757 Salary Points remain, and these are applied at a value of \$867 per point.

i.e., Member's PLCP Increment =  $[102,883 - 101,000] + [(2.4 - 1.643) \times 867] = \$2539$ .

## *Compensation and Benefits*

- 30.2 For Limited-Term Members at the rank of Lecturer the value of a Salary Point will be:

2010-11	\$784
2011-12	\$796
2012-13	\$808
2013-14	\$820

31. 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.
32. 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**

#### **Basic Salary Points (BSP) and Salary Increments**

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

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

- 33.2 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)**

34. The Annual Performance Evaluation Committee (or where delegation has occurred, the Chair or Director) may make DSP recommendations to the Dean.
- 34.1 The Dean shall assign all available DSPs to Probationary, Tenured and Limited-Term Members in the Faculty.

#### **Total Salary Points and Salary Increment**

35. For any Member, the total Salary Points awarded (i.e., BSP + DSP) may not exceed 6.00.



- 35.1 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 30 to 30.2 of this Article.

**Salary Anomaly Fund (SAF)**

36. A Salary Anomaly Fund of \$200,000 shall be established in 2013-14.
- 36.1 The SAF shall be administered by a Salary Anomaly Committee composed of five members, as follows:
- a) two members (or alternates) chosen by 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.

**Performance-Based Anomaly Adjustments (PBAA)**

37. Performance-Based Anomaly Adjustments (PBAA) shall be assigned from the Salary Anomaly Fund, to Full-Time Members whose salaries are anomalously low relative to their experience and accomplishment.
- 37.1 PBAA's will be available only to those Members whose Performance Assessment Indicator (PAI) is 2.00 or greater.

**Gender-Based Anomalies Adjustments**

38. Gender-Based Anomalies Adjustments shall be assigned from the 2013-14 Salary Anomaly Fund to Full-Time Members whose salaries are determined to be anomalously low because of their gender. These adjustments shall be made from the Salary Anomaly Fund before any Performance-Based Anomaly Adjustments are considered.

**Procedures for Application of Performance-Based Anomaly Adjustments**

39. Applications for the correction of anomalies may be filed by Members or Deans. Applications filed by Members must be submitted to their Dean by November 1, 2013; applications filed by Deans must be submitted to the Office of Faculty Relations by December 1, 2013.
- 39.1 Applications and nominations will not be solicited or accepted if all of the available Salary Anomaly Fund has been used to make Gender-Based Anomalies Adjustments.

## *Compensation and Benefits*

- 39.2 An application shall consist of a letter setting out the grounds of the claim and a recommended anomaly adjustment. Applications must be accompanied by a commentary and recommendation from the Dean of the relevant Faculty.
- 39.3 The Salary Anomaly Committee may seek additional information as it deems necessary to consider the merit of each application.
- 39.4 The Salary Anomaly Committee shall make recommendations, whose aggregate value shall not exceed the amount available, to the Provost by February 1, 2014. The anomaly adjustment recommended for any one Member shall not exceed \$7,500.
- 39.5 The Provost shall respond to the recommendations of the Committee by March 1, 2014, 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.
- 39.6 Any grievance against the Provost's decision shall be initiated at Step 2 of the grievance procedure as described in Article *Grievance and Arbitration*.
- 39.7 PBAs shall be added to a Member's base salary effective retroactively to July 1.

### **Career Trajectory Fund for Probationary, Tenured and Limited-Term Members**

40. A Career Trajectory Fund (CTF) shall be established. The value of this Fund shall be \$400,000 in 2012-13, and \$400,000 in 2013-14.
41. The Basic Career Trajectory Award (BCTA) in each year will equal \$400,000 divided by the sum of CTF Units over all Probationary, Tenured and Limited Term Members, where the number of CTF Units per Member will depend on Base Salary as follows:

<u>Base salary range</u>		<u>Number of CTF Units</u>
2012-13	2013-14	
less than \$105,992	less than \$107,582	1.0
\$105,993-\$128,981	\$107,583-\$130,916	0.75
\$128,982 and higher	\$130,917 and higher	0.60

42. Subject to Clause 42.1, each Probationary, Tenured or Limited Term Member will receive a CTF award as follows:

<u>Base salary range</u>		<u>CTF Award</u>
2012-13	2013-14	
less than \$105,992	less than \$107,582	BCTA
\$105,993-\$128,981	\$107,583-\$130,916	0.75 x BCTA
\$128,982 and higher	\$130,917 and higher	0.60 x BCTA

- 42.1 Where a Member's Base Salary before the application of the CTF adjustment is below one of the breakpoints identified above (for example, the breakpoints in 2012-13 are \$105,992 and \$128,981), but where the CTF adjustment raises a Member's salary above a breakpoint, the CTF adjustment shall be partitioned such that the Member's salary will be increased to the breakpoint using the value of the CTF award for the salary range below the breakpoint, and then increased further using the value of the CTF award for the salary range above the breakpoint.<sup>1</sup>
43. In each of 2012-13 and 2013-14 any undistributed CTF funds shall be distributed to Members in proportion to their share of the initially distributed CTF funds.

### **Market Adjustments**

44. 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.
- 44.1 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.

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<sup>1</sup> The process described in Clause 42.1 of this Article requires that a Member's CTF increment be calculated according to the formula:

$$\text{Member's CTF increment} = B + [1 - (B/C1)] \times C2$$

Where: B = breakpoint – Base Salary  
 C1 = CTF award below breakpoint  
 C2 = CTF award above breakpoint

Example: In 2012-2013 a Member has a Base Salary of \$105,800 and therefore B = \$192. Assume that the CTF award below the \$105,992 breakpoint (C1) equals \$400. The CTF award above the breakpoint (C2) is \$300. The Member's increment is then given by:

$$\text{Member's CTF Increment} = \$192 + [1 - (\$192/\$400)] \times \$300 = \$348.$$

**II. Benefits for Full-Time Members**

45. All existing benefit plans available to Members as of June 30, 2010, including those outlined in the Faculty Group Benefit Plan contract dated February 1, 2003 and also the Employee Assistance Program, Smoking Cessation, Computer Purchase Program, Staff/Faculty Health Services, and Service Awards, shall continue unchanged, except as modified by this Collective Agreement or through mutual agreement of the Parties.
- 45.1 Emergency out-of-country coverage under the Extended Health Plan will be limited to \$200,000 per trip.

**Extended Health and Dental Plans**

46. Commencing January 1, 2008, Members will pay 15% of the cost of extended health and dental benefit claims that do not have a specific dollar maximum or for which another co-insurance applies. The maximum out-of-pocket cost for Members with single coverage shall be \$450.00 per Calendar Year. The maximum out-of-pocket cost for Members with family coverage shall be \$900.00 per Calendar Year.
- 46.1 Commencing January 1, 2008, a Health Care Spending Account (HCSA) shall be made available to each Full-Time Member. The HCSA is intended to operate in accordance with the Canada Revenue Agency's guidelines for private health services plans, as amended from time to time. Amounts credited to the HCSA for each Member shall be used to reimburse the Member for qualified out-of-pocket health-related expenses. Qualified expenses include expenses that qualify for the medical expense tax credit, as defined under the Income Tax Act (Canada) and its Regulations, where such expenses are not covered or reimbursable under any other insurance or benefit program. Examples of qualified expenses include, but are not limited to:
- a) any of the out-of-pocket costs arising from application of the provisions of Clause 46 of this Article;
  - b) expenses incurred above the dollar maximums for particular benefits (for example, Visioncare and the \$15/visit for certain categories of Medical Practitioners);
  - c) expenses associated with licensed and regulated Medical Practitioners including: Physiotherapist, Chiropractor, registered Massage Therapist, Registered Clinical Psychologist, licensed Osteopath, Naturopath, Chiropodist/Podiatrist, registered Acupuncturist; registered Speech Therapist, registered Occupational Therapist, Dietician;
  - d) expenses associated with personal assistive devices;

- e) expenses associated with elective surgery (for example laser eye surgery); and
- f) expenses associated with orthodontic expenses.

46.1.1 The amounts credited to the HCSA shall be as follows:

For Full-Time Members with single coverage \$ 225 each Calendar Year  
For Full-Time Members with family coverage \$ 675 each Calendar Year

Plus, where applicable, any additional amounts allocated to the HCSA for a particular year in accordance with Clause 46.2.

46.1.2 Unused funds from the HCSA may be carried forward one Calendar Year, but not beyond. HCSA funds remaining unused at the end of this second Calendar year will be forfeited. No cash-outs of HCSA funds are permitted. Amounts paid from the HCSA in any Calendar year shall not exceed HCSA funds credited in that year or carried forward from a prior year. Eligible expenses incurred in a particular Calendar Year shall be reimbursed only from HCSA funds allocated in that year or carried forward from a prior Calendar Year. Eligible expenses, over and above available HCSA funds for any Calendar Year, cannot be carried forward and are not reimbursable under the HCSA.

46.2 Effective January 1, 2011, Members will be allocated \$900 in flexible benefit credits that they may elect to allocate to either the Professional Expense Reimbursement (PER) or the HCSA. All flexible benefit credit allocations must be made in \$100 increments. This election must be made by November 30 of the year prior to the Calendar Year in which the credits will be allocated to the various accounts. The election is irrevocable. Where a Member makes no election, \$700 of the Member's flexible benefit credits will automatically be credited to the PER and \$200 will be automatically credited to the Member's HCSA.

46.3 Effective July 1, 2006, Dental Accident Coverage under the Extended Health Insurance Plan will be extended to include dental care provided by a Dentist to repair or replace natural teeth or artificial teeth or bridgework damaged as a result of a direct external accidental blow to the mouth (and not by an object intentionally placed in the mouth) which occurs while a Covered Person was covered under the Extended Health Care Benefit.

46.4 Effective July 1, 2006, dental implant expenses will be reimbursed up to the reimbursable amount of a comparable bridge treatment.

46.5 Paramedical expenses are not eligible under the Deluxe Travel Benefit.

47. The Parties agree to establish an ad hoc joint Benefits working group during the first year of this Collective Agreement for the purpose of examining the claim submission and review process in an effort to improve consumer service. In

## *Compensation and Benefits*

addition, the Parties shall review current provisions with regards to list of medical aids, appliances and supplies in light of medical advances and novel technologies.

### **General Benefits Issues**

48. For Extended Health and Dental benefits, and for dependent's life insurance, the definition of a dependent child shall change to include only those under the age of 21 unless the child is registered as a full-time student in which case the child must be under the age of 25. A mentally or physically infirm child will continue to be eligible for coverage in accordance with the benefits contract referred to in Clause 45 of this Article.
- 48.1 Dependent children who were previously covered under the Faculty Group Benefit Plan, and who are ineligible by virtue of Clause 48, will be eligible for coverage through an affiliated insurer without "proof of good health", at their own expense provided application is made within 60 days of the last date of coverage under the Faculty Group Benefit Plan.
49. Covered spouses and dependents of a deceased Member may elect continued coverage, at their own expense, under the Faculty Group Benefit Plan following the three-year extension period allowed under that Plan.
50. A Member receiving part of his or her pay from the Employer and part from the Disability Income Replacement Program shall make member pension contributions on the portion of pay received from the Employer. The Employer's contribution shall be based on the total amount of the Member's and Employer's contributions at the date of disability less the amounts, if any, paid by the Member.

### **Benefits after Normal Retirement Date (NRD)**

51. Until the end of the year in which they turn 69, Members who continue to hold a Full-Time appointment beyond their NRD are entitled to the same Benefits coverage as Full-Time Members who have not reached their NRD.
- 51.1 Notwithstanding the provisions of Clause 51 of this Article, Long Term Disability benefits and coverage end at a Member's NRD.
- 51.2 Notwithstanding the provisions of Clause 51 of this Article, Basic, Optional, and Dependent Life Insurance benefits, as well as Accidental Death and Dismemberment Insurance benefits, shall end at a Member's NRD. Employer-paid life insurance, with a value of \$15,000, shall be provided to Members who continue to hold a Full-Time appointment beyond their NRD.
- 51.3 A Member who continues to hold a Full-Time appointment past the end of the year in which he or she turns 69 shall be entitled to all the Benefits provided by The University of Western Ontario Retired Group Benefit Plan.

### III. Compensation for Part-Time Members

52. Part-Time Members shall continue to be paid on a per-course basis.

52.1 Effective September 1, 2010, the minimum compensation for teaching the equivalent of a full University degree credit course will be:

	Base Rate	Experience Premium	Pay in lieu of benefits (4%)*	Vacation Pay 6%	Total
RMYA/Standing Appointment	\$11,000.00	\$1,267.75	\$490.71	\$765.11	\$13,523.97
FRS/Member and Preferred Status	\$11,000.00	\$ 657.39	\$466.30	\$727.42	\$12,851.10
Other Part-Time Members	\$11,000.00	\$ 45.86	\$441.83	\$689.26	\$12,176.96
AQ (Faculty of Education)	\$ 8,553.23	\$ 470.43**	\$342.13 \$360.95**	\$533.72 \$563.08**	\$ 9,429.08 \$ 9,947.68**

\* Subject to Clause 52.6

\*\* Subject to Clause 52.7

52.2 Effective September 1, 2011, the minimum compensation for teaching the equivalent of a full University degree credit course will be:

	Base Rate	Experience Premium	Pay in lieu of benefits (4%)*	Vacation Pay 6%	Total
Standing Appointment	\$11,215.00	\$1286.76	\$500.07	\$780.11	\$13,781.94
Member and Preferred Status	\$11,215.00	\$ 667.25	\$475.29	\$741.45	\$13,098.99
AQ (Faculty of Education)	TBA	TBA	TBA	TBA	TBA

\* Subject to Clause 52.6

## Compensation and Benefits

- 52.3 Effective September 1, 2012, the minimum compensation for teaching the equivalent of a full University degree credit course will be:

	Base Rate	Experience Premium	Pay in lieu of benefits (4%)*	Vacation Pay 6%	Total
Standing Appointment	\$11,433.00	\$1,430.10	\$ 514.52	\$ 802.66	\$14,180.28
Member and Preferred Status	\$11,433.00	\$ 795.16	\$ 489.13	\$ 763.04	\$13,480.32
AQ (Faculty of Education)	TBA	TBA	TBA	TBA	TBA

\* Subject to Clause 52.6

- 52.4 Effective September 1, 2013, the minimum compensation for teaching the equivalent of a full University degree credit course will be:

	Base Rate	Experience Premium	Pay in lieu of benefits (4%)*	Vacation Pay 6%	Total
Standing Appointment	\$11,654.00	\$1,452.05	\$524.24	\$817.82	\$14,448.11
Member and Preferred Status	\$11,654.00	\$807.58	\$498.46	\$777.60	\$13,737.65
AQ (Faculty of Education)	TBA	TBA	TBA	TBA	TBA

\* Subject to Clause 52.6

- 52.5 Effective September 1 of each year of this contract, Part-Time Members who were paid more than minimum compensation for teaching the equivalent of any full University degree credit course or part course in the preceding year shall receive a 1.5% scale increase in their compensation rates if they are teaching the same course in the current year.
- 52.6 Notwithstanding Clauses 52.1, 52.2, 52.3, 52.4 53 and 54, pay “in lieu of benefits” does not apply to Members who received Tier 1 status at the time of ratification of the 1998-2002 Faculty Collective Agreement and who also received RMYA appointments under *Transition Provisions*, Clause 4 of the 2002-06 Faculty Collective Agreement and who are in receipt of benefits.



- 52.7 Notwithstanding Clauses 52.1, 52.2, 52.3, and 52.4, experience pay applies only for Part-Time Members teaching an Additional Qualifications course in the Faculty of Education as identified by course name and number (or successor course name or number), either singly or in combination, for the third or subsequent time.
53. The minimum compensation for teaching the equivalent of a full University degree credit course in the Don Wright Faculty of Music shall be as specified in Clauses 52.1 to 52.4 of this Article, 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 base rates commencing September 1 of each year:
- a) Studio course:

2010-11:	\$58.74/hour of studio instruction
2011-12:	\$59.62/hour of studio instruction
2012-13:	\$61.10/hour of studio instruction
2013-14:	\$62.02/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):

2010-11:	\$131.11
2011-12:	\$133.08
2012-13:	\$136.39
2013-14:	\$138.44
    - (ii) full day (a maximum of two 3-hour sessions or any part thereof):

2010-11:	\$236.00
2011-12:	\$239.54
2012-13:	\$245.51
2013-14:	\$249.19
  - f) Instrumental Methods: 0.15 FCE

## Compensation and Benefits

- g) required recital performances if requested by the Department Chair or Dean, either with students in a recital required for progression or graduation, or with guest artists from outside the University:

2010-11:	\$131.11
2011-12:	\$133.08
2012-13:	\$136.39
2013-14:	\$138.44

Subject to Clause 52.6, all such rates are subject to a 4% supplement in lieu of benefits, and to 6% vacation pay.

54. The minimum compensation for teaching the equivalent of one full University degree credit course offered by correspondence through Distance Studies will, effective September 1, be:

Number of students	2010-11	2011-12	2012-13	2013-14
<20	\$7,991.90	\$8,161.78	\$8,415.04	\$ 8,591.26
20-39	\$9,213.72	\$9,401.93	\$9,686.07	\$ 9,881.36
40+	\$10,435.56	\$10,642.09	\$10,957.12	\$11,171.47

Subject to Clause 52.6, all such rates are subject to a 4% supplement in lieu of benefits, and to 6% vacation pay.

All other courses offered through Distance Studies shall have compensation in accordance with Clauses 52.1 through 52.4 of this Article.

### **IV. Benefits for Part-Time Members**

55. Those Members who received Tier 1 status at the time of ratification of the 1998-2002 Faculty Collective Agreement and who also received RMYA appointments under *Transition Provisions*, Clause 4 of the 2002-06 Faculty Collective Agreement and who have taught an average of 2.0 FCEs per year in the period 2000-01 through 2005-06 shall be entitled to all benefits available to Full-Time Members except for Long Term Disability and post-retirement benefits.

### **V. Academic Pension Plan**

56. 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 that 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 its taking effect.

- 56.1 Members shall continue to be eligible to participate in the Pension Plan in accord with the official Pension Plan documents current at ratification.
- 56.2 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.
- 56.3 Contributions to the Pension Plan shall be made for eligible Members in accord with the current official Plan documents, namely as follows:

a) Academic Pension Plan

Employer contributions: 8.5% of Pensionable Earnings.

For Members in the Plan at the time of ratification of this Collective Agreement, Members may elect, on a one-time basis, to make contributions at either 1.5% or 5.5% of Pensionable Earnings.

Pension contribution decisions must be recorded by June 30, 2011. Such an election shall be irrevocable.

For new Members following ratification of this Collective Agreement, employee contributions shall be 5.5% of Pensionable Earnings.

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

- 56.4. Pensionable Earnings for Full-Time Members are defined as Base Salary and stipends, in accordance with past practice. Pensionable Earnings for Part-Time Members are defined as T4 income.
- 56.5 Contributions to the Pension Plan shall cease at the earlier of:
  - a) the end of a Phased Retirement period;
  - b) a Member's actual retirement date;
  - c) the date of termination of a Member's employment,and in any case at the end of the Calendar Year a Member turns age 69.

**VI. Professional Expense Reimbursement**

- 57. For the Calendar Year January 1, 2010 to December 31, 2010, each Full-Time Member may claim reimbursement of eligible expenses up to a value of \$900

## *Compensation and Benefits*

plus any additional amounts allocated to the Member's Professional Expense Reimbursement for that Calendar Year under the flexible benefit election described in Clause 46.2 of this Article. All such claim reimbursement shall be subject to the provisions of the *Professional Expense Reimbursement* Article.

- 57.1 For the Calendar Years 2011 through 2013 each Full-Time Member may claim reimbursement of eligible expenses up to a value of \$400 plus any additional amounts allocated to the Member's Professional Expense Reimbursement for that Calendar Year under the flexible benefit election described in Clause 46.2 of this Article. All such claim reimbursement shall be subject to the provisions of the *Professional Expense Reimbursement* Article.
- 57.2 For the Calendar year January 1, 2014 to December 31, 2014, each Full-Time Member may claim reimbursement of eligible expenses up to a value of \$500 plus any additional amounts allocated to the Member's Professional Expense Reimbursement for that Calendar Year under the flexible benefit election described in Clause 46.2 of this Article, plus any increase negotiated to take effect July 1, 2014. All such claim reimbursement shall be subject to the provisions of the *Professional Expense Reimbursement* Article.
- 57.3 Eligible expenses are described in the Article *Professional Expense Reimbursement* and must be claimed in accordance with that Article.
- 57.4 For the Calendar Years 2010 to 2014, 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 \$200 for the first full course equivalent and \$67 for each additional half course to a maximum of \$602 per Calendar Year.

## **VII. Administrative Post Stipends**

- 58. The stipend of a Department Chair and a Director of a School shall be a minimum of \$7,000 per annum. A Chair or Director who has served a term of five years or more, and who at the conclusion of his or her Appointment as Chair or Director 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.
- 58.1 A Member may receive a stipend for Service associated with other administrative roles. Such a stipend shall be subject to approval by the Provost on the recommendation of the Member's Dean.

## **VIII. Sabbatical Leaves**

- 59. Members taking their first Sabbatical Leave after a probationary period at The University of Western Ontario shall receive 90.0% of their Base Salary; Members taking their second or subsequent Sabbatical Leave from The University of Western Ontario shall receive 85.0% of their Base Salary.

**IX. Faculty Start-up Grant**

60. The Employer shall provide each new Member on a Probationary Appointment, upon application and approval, with a 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. Any unspent funds remaining when the Probationary Appointment ends shall revert to the Employer.

**X. Transition Provision**

61. Retroactive pay shall apply to all current and past Members except those who have resigned their positions at The University of Western Ontario to take employment elsewhere.

## 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, whether related by blood, adoption, marriage or common-law relationship, and any relationship of an intimate and/or financial and/or commercial nature during the preceding three years, any student-supervisor relationship, or any other past or present relationship which may give rise to a reasonable apprehension of bias.
2. An actual or apparent conflict of interest arises where a Member's financial or other personal interest, whether direct or indirect, 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, as defined in the Article *Academic Responsibilities of Members*.
  - 2.1 Members who have authority over or the ability to confer or refuse benefits of an academic or financial nature and who are involved or become involved in a relationship with a student or employee could be in a situation where the ability of the student or employee to consent is compromised and thus such relationship should be embarked on with caution.
  - 2.2 Notwithstanding the provisions of Clauses 3 through 4.2 of this Article, where a Member and a student are in a close personal relationship such that there is, or may be perceived to be, a conflict of interest, or inappropriate bias, the Member should decline or terminate a supervisory or evaluative role with respect to the student in question, and, when necessary, make appropriate alternative arrangements for the supervision and/or evaluation of the student's work.
  - 2.3 Notwithstanding the provisions of Clauses 3 through 4.2 of this Article, no Member shall enter into any research program involving human subjects where there exists an actual, potential or perceived conflict of interest.
3. The existence of an actual or apparent conflict of interest does not necessarily preclude involvement in the matter which has given rise to the actual or apparent conflict; however, the Member shall disclose, in writing, such conflict to the Dean as soon as possible after becoming aware of it.
  - 3.1 Actual or apparent conflict of interest that is of sufficient seriousness to compromise the integrity of a decision-making process may also be asserted by any other person with knowledge of the matter. Such assertions shall be communicated, in writing, to the Dean by the party concerned as soon as possible after that party becomes aware of the actual or apparent conflict of interest, and no later than the point at which the decision is made.

### *Conflict of Interest and Conflict of Commitment*

4. Following receipt of the notice of conflict provided for under Clause 3, or following receipt of an assertion of conflict under Clause 3.1, the Dean shall determine in a timely fashion whether an actual or apparent conflict exists and, if so, decide whether the Member may continue involvement in the matter giving rise to the conflict, subject, where appropriate, to Clause 4.1 below and, in any case, after consultation with the Member.
  - 4.1 Where a conflict of interest has been asserted by a third party, the Dean shall immediately inform the Member concerned of the assertion, in writing, and give the Member an opportunity to respond before making a decision in the matter.
  - 4.2 Following the determination in Clause 4, the Dean shall immediately communicate his or her decision in the matter, in writing, giving reasons, to the Member and, where appropriate, to any third parties under Clause 3.1
5. No Member shall knowingly participate in any academic or administrative decision, including decisions regarding commercial contracts or transactions, that benefits the Member, affects or benefits a person from whom the Member stands to derive a financial benefit, or affects or benefits a person with whom the Member has or has had a relationship, as defined in Clause 1, except in accord with the provisions of Clauses 4 through 4.2.
6. If either the Dean or the Member determines that a conflict exists of sufficient seriousness to compromise the integrity of the decision-making process, the Dean or the Member shall 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 and the Member shall:
  - a) withdraw from the meeting where the matter is being discussed;
  - b) refrain from taking part in any other discussion of the matter; and
  - c) refrain from voting on the matter.
7. Notwithstanding Clauses 2 through 6 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 in any capacity paid for by University funds or by funds administered by the Employer, where the Member has or has had a relationship with the individual.

**Conflict of Commitment**

8. Notwithstanding any requirements of confidentiality imposed by this Collective Agreement or to which a Member has agreed, should a Member be concerned that any provisions of this Collective Agreement, or relevant legislation, regulations or policy are not being observed, then that Member may contact the Association's Grievance Officer and/or the Member's Dean in confidence regarding such concerns.
- 8.1 Any positive obligation on the Association's Grievance Officer or the member's Dean to report the concern may override the confidentiality provisions of Clause 8.
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;



*Conflict of Interest and Conflict of Commitment*

- d) a list of any other external activities that have already been approved in that year or which are continuing from an earlier year;
  - e) an estimate of the impact the activity will have on Teaching, Research, and Service responsibilities; and
  - f) such other information as may be reasonably required by the Dean to make an informed determination on the matter.
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 covering the period in question. 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 shall 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 dissemination. 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 electronic copy of the Agreement. In addition, the Employer shall provide the Association with twenty-five (25) printed small copies and twenty-five (25) printed large copies of the Agreement, at no cost.
4. Any Member hired subsequent to the initial distribution shall receive an electronic copy of the Agreement from the Employer. An electronic copy of the Agreement will be available for consultation by any person interviewed for or offered employment within the Bargaining Unit.
5. Within sixty (60) days of the completion of technical editing by the Parties, the Employer will prepare a copy of the Agreement in a form suitable for posting on the Internet, and the Employer shall make this copy accessible on the Employer's public web pages.

## **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 and Parental/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), School(s) or Facult(y)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 Canada Revenue Agency (CRA); 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 or School, the Dean shall consult with the Department Chair or School Director. 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. This Article applies to all Departments except Clinical Departments in the Schulich School of Medicine & Dentistry.
2. Each Department shall have a Chair. The Department Chair shall be a Tenured Member or, in exceptional circumstances, a Member with an Externally-Funded Appointment or a Member from a Clinical Department. Such exceptions may occur only if the prospective Chair is at least at the rank of Associate Professor and, in the opinion of the Chair Selection Committee, has appropriate experience in each of Teaching, Research and Service. Where such exceptions occur, the Member who serves or has served as Department Chair shall not be dismissed if he or she is within five years of the starting date of his or her initial appointment except and only in accord with the provisions of the Article *Discipline*, and any non-renewal beyond the Member's sixth consecutive year of service shall only be on one or more of the grounds listed in Clause 8.3 of the Article *Appointments*. A faculty member may not simultaneously be a Department Chair and a member of the Board of Governors.

### **Relation of the Chair to the Dean**

3. The Dean with fiscal responsibility for the Department shall consult with the Chair on the Department's budgetary requirements and 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 Employer shall be responsible for developing and establishing a training program to familiarize Chairs with specific procedures necessary to implement the provisions of this Collective Agreement.
- 3.1.1 A Chair shall undertake training and development as agreed to by the Chair and Dean, as required by law, or as specified in the Letter of Appointment.
- 3.2 The Dean shall consider and respond to any proposals or issues concerning the Department brought forward by the Chair.
- 3.3 When an alleged violation of the Collective Agreement by a Chair is brought to the attention of that Chair's Dean, then that Dean shall consult with the Chair on this matter in a timely manner.

**Other Responsibilities of the Chair**

4. The other responsibilities of the Chair are those assigned to the Chair in this Collective Agreement; those required by law; and those agreed to by the Chair and Dean.
- 4.1 The responsibilities agreed to between the Chair and Dean shall be specified in the Letter of Appointment or a subsequent amendment thereto.

**Terms of Employment of a Department Chair**

5. A Member who is a Department Chair shall receive an annual stipend. For all Members who are Department Chairs as of July 1, 2006, or subsequently become Department Chairs, the amount of the stipend shall be a minimum of \$7,000 dollars per annum, and 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.
- 6.1 A Chair is not eligible to take Sabbatical Leave or have a Modified Alternative Workload during his or her term as Chair. However, a Chair is eligible for Education Leave and Exchange Leave.

**Workload Arrangements after the Appointment**

7. Upon completion of five continuous years or more in the position, the Chair of a Department is entitled to twelve months Modified Alternative Workload. A Member serving as Chair for less than five years is entitled to a period of Modified Alternative Workload of two months for each year served as Chair. A Member may not accumulate more than twelve months of Modified Alternative Workload eligibility.
- 7.1 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

### *Department Chairs and Directors of Schools*

and 2.1 of that Article, and shall be agreed to at the time of Appointment of the Member to the position of Chair.

- 7.2 The period of Modified Alternative Workload shall be continuous, shall begin immediately upon completion of the term as Chair and shall commence on July 1 or January 1 except by mutual agreement of the Member and the Employer.
- 7.3 Unless specified otherwise in the Letter of Appointment, any vacation to which a Member is entitled in a year during which the Member has a Modified Alternative Workload that includes the period July 15 to August 15 shall be deemed taken during the period of Modified Alternative Workload.
- 7.4 Subject to the provisions of Clause 7.5 of this Article, a period of Modified Alternative Workload must be separated from a period of Sabbatical Leave or other Leaves (with the exception of Compassionate Leave, Court Leave, Pregnancy and Parental/Adoption Leave and Sick Leave) by a minimum of twelve months.
- 7.5 A period of Modified Alternative Workload can be combined with other periods of Modified Alternative Workload, Sabbatical Leave or other Leaves (with the exception of Compassionate Leave, Court Leave, Pregnancy and Parental/Adoption Leave and Sick Leave) as long as the total period does not exceed twelve months, except by mutual agreement of the Member and the Employer.
- 7.6 Sabbatical Leave eligibility shall not be accumulated during the period the Member serves as Chair or during the period of Modified Alternative Workload.
- 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 and, in exceptional cases, to a third or further term.

### **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 Vice-Provost of the School of Graduate and Post-doctoral Studies or designate;
- 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. If there are not enough eligible Members in the Department, the Faculty Council shall elect the remaining Tenured Full-Time Members from one or more of the other Departments within the Faculty. The four Tenured members elected by and from the Department may include the incumbent Chair if he or she has indicated prior to the Departmental election that he or she does not wish to be a candidate for a further term as Chair;
- 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. The Dean's consultation with the Department shall include an invitation to all Members in the Department to provide their views on the suitability of Members of the Department to serve as Acting Chair and subsequently to provide their views on the suitability of the individual being proposed as Acting Chair.

10.1 The term of office for an Acting Chair shall not exceed two years and shall not be renewable.

## *Department Chairs and Directors of Schools*

- 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.
- 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. This consultation shall take the form of an invitation to each Member in the Department to meet individually with one or more Departmental members of the Chair Selection Committee. 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 solicit opinions of all Members of the Department, both Full-Time and Part-Time. 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, and interviewing the Chair, make a recommendation to the Employer through the Dean that the Chair be reappointed to a further term. A current Chair who is not in his or her first term as Chair shall not be recommended for a further term as Chair except in exceptional circumstances that have been documented by the Committee in its recommendation.
- 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, 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 shall involve an invitation to meet with the candidate and 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 that 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 or, in exceptional circumstances, be a Member with an Externally-Funded Appointment or a Member from a Clinical Department. Such exceptions may occur only if the prospective Director is at least at the rank of Associate Professor and, in the opinion of the Selection Committee, has appropriate experience in each of Teaching, Research and Service. Where such exceptions occur, the Member who serves or has served as Director shall not be dismissed if he or she is within five years of the starting date of his or her initial appointment except and only in accord with the provisions of the Article *Discipline*, and any non-renewal beyond the Member's sixth consecutive year of service shall only be on one or more of the grounds listed in Clause 8.3 of the Article *Appointments*. A faculty member may not simultaneously be a Director and a member of the Board of Governors.

17. The Dean with fiscal responsibility for the School shall consult with the Director on the School's budgetary requirements and delegate administrative responsibilities to the Director. Such responsibilities shall be in accord with this Collective Agreement and shall be specified in the Letter of Appointment described in Clause 14. With respect to the Provisions of the Articles *Annual Performance Evaluation, Appointments, Promotion and Tenure* and *Workload*, the responsibilities of the Director shall include those assigned to the Department Chair in this Collective Agreement.
- 17.1 The Employer shall be responsible for developing and establishing a training program to familiarize Directors with specific procedures necessary to implement the provisions of this Collective Agreement.
- 17.2 When an alleged violation of the Collective Agreement by a Director is brought to the attention of that Director's Dean, then that Dean shall consult with the Director on this matter in a timely manner.
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 4 through 14, inclusive, of this Article; for these purposes, the terms Chair and Department in Clauses 4 through 14 of this Article shall be replaced by Director and School, respectively.

## **DISCIPLINE**

### **General**

1. A Member may be disciplined only for just 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 or 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 or reprimand shall not be deemed an admission of the validity of the warning or reprimand.

### **Suspension**

4. Suspension is the act of the Employer in relieving, for cause, some or all of a Member's duties and/or entitlements, including revocation of graduate student supervision status, without the Member's consent.
- 4.1 For the purposes of this Article, "revocation of graduate student supervision status" shall include any withdrawal by the Employer of such status or ability to engage in student supervision without a Member's consent, including partial withdrawal or diminution of such status. Non-renewal of membership in the School of Graduate and Post-doctoral Studies, without the Member's consent, shall constitute suspension.

**Dismissal**

- 5. Dismissal means the termination of Appointment without the Member's consent but does not include termination under the Article *Closure or Reorganization of an Academic Unit*.
- 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 behaviour may be the result of illness, the Employer may require the Member to undergo a medical examination pursuant to Clause 15 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 shall be deemed to be on sick leave and shall receive salary and benefits in accordance with the Article *Income Security*.

**Disciplinary Process Distinct from 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 Notwithstanding Clauses 1, 7 and 14.1 of this Article, the Employer may introduce the Dean's reports from the Article *Annual Performance Evaluation* under Clause 12.3.1 before an arbitrator to speak to persistent failure to discharge Academic Responsibilities or abandonment of duties.
- 7.2 The fact that a disciplinary measure is contemplated or has been imposed cannot be considered in an assessment; however, the facts that resulted in or may result in the imposition of discipline may be considered if relevant to an academic assessment.

**Disciplinary Process Distinct from Discrimination and Harassment**

8. No disciplinary action in respect of a finding of Harassment or discrimination shall begin under this Article before the allegation of discrimination and/or Harassment is substantiated in accordance with the *Discrimination and Harassment* Article.

**Investigation**

9. All Members involved shall have the right to receive assistance and representation from the Association, as the Association deems appropriate.
10. The Employer may investigate any allegation which, if proven, would warrant taking disciplinary proceedings against a Member. Such investigation shall be limited to the specifics of the allegation.
  - 10.1 Subject to Clause 10.2 below, and within ten (10) 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 9 above.
  - 10.2 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 to University property or that the investigation may otherwise be jeopardized.
    - 10.2.1 If the decision is made to withhold information under the terms of Clause 10.2, 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.
  - 10.3 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.
    - 10.3.1 All persons contacted by the Employer during the investigation shall be informed of the confidentiality requirement under Clause 10.3.
  - 10.4 The Employer shall notify the Member of the tentative results of the investigation within ten (10) working days of the results being known. If the tentative results are not available within forty-five (45) days of the start of the investigation, then within two (2) working days the Employer shall explain the delay to the Member and to the Association.



- 10.5 Notification, under Clause 10.4 above, shall advise the Member whether discipline will or will not be imposed, the nature of the discipline proposed and shall invite the Member to attend a meeting, before the investigation is closed and any discipline is imposed. The notification shall state that the Member has the right to have an Association representative at the meeting. The meeting shall take place within thirty (30) days of the sending of the invitation.
- 10.6 The Member may respond to the invitation in person or through an Association representative. Should the Member fail to respond within ten (10) working days or fail to attend a meeting on the matter, without reasonable excuse, the Employer may proceed under the terms of this Article.
- 11. At the meeting, the Employer shall provide the Member with details of the disciplinary measures proposed. The purpose of the meeting shall be to permit the Member to submit documents or oral evidence and make submissions concerning the tentative results of the investigation or concerning any proposed discipline.
  - 11.1 If a Member is reprimanded, suspended or dismissed, he or she shall be given written notification within ten (10) days, together with the reasons for taking this action in sufficient detail to permit him or her to respond.
  - 11.2 Any Grievance related to a suspension or dismissal shall start at Step 2.
  - 11.3 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.
  - 11.4 A Member who is dismissed shall receive a lump sum equivalent to four (4) months full salary within five (5) working days of the effective date of dismissal. Such sum shall be deducted from any retroactive salary ordered through Arbitration.
  - 11.5 At an Arbitration or Grievance hearing relating to discipline, the onus is on the Employer to prove that the discipline was for just cause.

**Institutionalized Member**

- 12. A Member who is committed to a penal institution for a period of six (6) months or less shall be given a Leave of Absence without pay for the period of incarceration.
  - 12.1 Notwithstanding Clause 12 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.

**Sunset Provision**

13. All warnings/reprimands and all documents associated with them shall be removed from the Member's Official File twenty-four (24) months after the date on which the warning/reprimand was given to the Member, unless the Member has been given further warnings or reprimands and does not successfully grieve the matter.

**Restriction on Discipline**

14. 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.
- 14.1 No investigation under this Article shall be initiated by the Employer more than one hundred and eighty (180) days after it knew or ought to have known about the facts that could be the basis for discipline.

## **DISCRIMINATION AND HARASSMENT**

1. The Parties are committed to providing a working and learning environment that allows for full and free participation of all members of the institutional community. Discrimination against and Harassment of individuals, whether as members of any recognizable group or otherwise, undermine these objectives and violate the fundamental rights, personal dignity and integrity of individuals or groups of individuals.

### **Definitions**

#### **Discrimination**

2. Except as permitted by law, there shall be no discrimination, interference, restriction or coercion exercised against or by any Member regarding any term or condition of employment, including but not limited to salary, rank, Appointment, Promotion, Tenure, reappointment, dismissal, termination of employment, layoff, Sabbatical or other Leaves or benefits, by reason of the grounds a) through h) listed below; nor shall any discrimination be exercised against or by Members in the course of carrying out their Academic Responsibilities, by reason of:
  - a) race, color, ancestry, place of birth, ethnic or national origin, citizenship (except for new Appointments as provided for by law); or
  - b) creed, religious or political affiliation or belief or practice; or
  - c) sex, sexual orientation, physical attributes, marital status, or family relationship; or
  - d) age; or
  - e) physical or mental illness or disability (provided that such condition does not interfere with the ability to carry out the Member's Academic Responsibilities; but this exception shall not relieve the Employer from its duty to accommodate in accordance with the Human Rights Code, R.S.O. 1990, c. H.19 or other applicable legislation); or
  - f) 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
  - g) record of offences (except where such record is relevant to the Member's Academic Responsibilities); or
  - h) membership or participation in the Association.

## *Discrimination and Harassment*

- 2.1 Clause 2 does not apply to any action or decision based on a *bona fide* occupational requirement or qualification.
- 2.2 For the purposes of determining what limitations may reasonably be imposed in good faith to meet the objective requirements of employment, every employee is entitled to individual consideration.
- 3. The Employer shall take proper and reasonable steps to avoid systemic discrimination through policies or practices that may lead to adverse job-related consequences.
- 4. This Article shall not infringe upon the implementation of special programs designed to relieve hardship or economic disadvantage or to assist disadvantaged persons or groups to achieve or attempt to achieve equal opportunity.

### Harassment

- 5. There shall be no Harassment or Sexual Harassment exercised against or by any Member.
- 5.1 *Harassment* means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment may be related to one or more of the prohibited grounds of discrimination under Clause 2. Harassment includes Sexual Harassment and Personal Harassment, including Workplace Harassment. Harassment may constitute a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal.

### Sexual Harassment

- 5.1.1 *Sexual Harassment* includes comment or conduct of a sexual nature such as, but not limited to, 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 and includes situations where:
  - a) submission to such conduct is made either explicitly or implicitly a condition of an individual's employment, academic status or academic accreditation; or
  - b) submission to such conduct by an individual is used as a basis for employment, or for academic performance, status or accreditation decisions affecting such individual; or
  - c) such conduct interferes with an individual's work or academic performance; or

- d) such conduct creates an intimidating, hostile or offensive working or academic environment.

This definition of Sexual Harassment is not intended to inhibit interactions or relationships based on mutual free consent or normal social conduct between employees or bona fide academic discussion. However, Members who have authority over or the ability to confer or refuse benefits of an academic or financial nature and who are involved or become involved in a relationship with a student or employee could be in a situation where the ability of the student or employee to consent is compromised and thus such relationship should be embarked on with caution. In any event such relationships shall be declared in accordance with the Article *Conflict of Interest and Conflict of Commitment*.

### Personal Harassment

- 5.1.2 *Personal Harassment* includes conduct and/or behaviours which create an intimidating, demeaning or hostile working or academic environment whether or not it is based on the prohibited grounds defined in the Human Rights Code and listed in Clause 2.

For the purposes of this Article, Personal Harassment includes *Workplace Harassment* as defined under the Occupational Health and Safety Act as engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably known to be unwelcome.

- 5.1.3 Harassment does not include:
  - a) interpersonal conflict or disagreement;
  - b) the proper exercise of the performance evaluation provisions of this Collective Agreement; or
  - c) the exercise of expression protected by the Article *Academic Freedom*.

### **Responsibilities of the Parties**

- 6. The Employer, Academic Leaders (Deans, Associate and Assistant Deans, Chairs, Directors, and other Unit Heads) and the Association and Members share responsibility for ensuring and promoting a safe working and learning environment that is free from discrimination and/or Harassment and shall take proper and reasonable steps to uphold the policies and procedures set out in this Article.

## *Discrimination and Harassment*

In addition to the foregoing shared responsibility:

### 6.1 The Employer shall:

- a) provide Academic Leaders and Members with appropriate training regarding Harassment and discrimination. Such training shall be developed in consultation with the Association;
- b) provide supports and resources for the administration of its policies and programs relating to discrimination and Harassment including, but not limited to, this Article. In particular, the Employer shall ensure that in addition to the Director, at least one Human Rights Officer (HRO) is appointed to provide education and support pursuant to this Article and other University policies related to human rights.

### 6.2 The Association shall:

- a) participate in joint training/education sessions as applicable;
- b) provide representation to Members in accordance with the Collective Agreement and legislative requirements.

### 6.3 Academic Leaders shall:

- a) become familiar with and communicate the Employer's policies regarding discrimination and Harassment to faculty, staff and students within their Faculty/Department;
- b) participate in education relating to discrimination and Harassment, specifically related to administrative duties and accountabilities;
- c) identify training needs and encourage all faculty, staff and students to attend relevant training related to the Employer's policies and programs relating to discrimination and Harassment;
- d) involve the HRO in any unit-based attempts at resolving or mediating potential Harassment;
- e) report any incident(s) which may be related to discrimination and Harassment immediately to the HRO;
- f) keep detailed records of any instances of discrimination and Harassment and forward to the HRO and/or Associate Vice President, Human Resources (AVP-HR) as required.

6.4 Members shall:

- a) cooperate with the Employer in its exercise of the duties imposed by this Article (e.g., any efforts to resolve and/or investigate matters relating to discrimination and Harassment);
- b) report immediately any instances of discrimination and Harassment to the HRO in accordance with the applicable procedure;
- c) participate in training as required.

6.5 The Human Rights Officer (HRO) shall:

- a) facilitate the development, implementation and ongoing management and/or coordination of the Employer's policies and programs relating to discrimination and Harassment including, but not limited to, this Article;
- b) provide support, education and advice to Academic Leaders with respect to dealing with discrimination and Harassment issues;
- c) provide information to Members on the various support programs/mechanisms available to them (e.g. Employee Assistance Program);
- d) review and address issues of climate and culture concerns on request of the Employer or the Association;
- e) by June 1st of each year, provide an annual report to the President with a copy to the Association. This report shall provide a statistical record of incidents occurring, including the results of alternate resolutions and disposition of complaints.

**Violence and Threats to Safety**

7. Where a Member becomes aware of circumstances that might reasonably be interpreted as a threat to the safety of any member of the campus community, or becomes aware that any member of the campus community is a victim or perpetrator of violence including domestic violence, the Member shall immediately report this information to the Campus Police.

- 7.1 The parties acknowledge the HRO may be required by law to release relevant information to law enforcement agencies or to the Employer regarding threats to safety or potential violence. Where any such release involving a Member is deemed necessary, the HRO shall notify the President of the Association.

**Right to Advice, Representation or Support**

8. 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 to the HRO and in accordance with the policies and procedures of the Office of Equity and Human Rights Services.
- 8.1 In any meeting or hearing held pursuant to the terms of this Article, Members may be accompanied by a representative of the Association or by another support or resource person of the individual's choosing, and shall be so advised by the HRO when the Member first has contact with the HRO.
- 8.2 With respect to matters arising under the terms of this Article Members may be represented by legal counsel at their own expense.

**No Reprisal or Retaliation**

9. Any reprisals, retaliation or threats of reprisals or retaliation for pursuing rights under this Article, for having participated in procedures, or for acting in any role under these procedures are prohibited. Any such alleged reprisal or retaliation or threat thereof shall be grounds for laying a complaint under this Article and proceeding directly to a fact-finding investigation of the alleged reprisal or retaliation as described in Clause 14 of this Article.
10. 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 Investigator's finding of fact; or
  - c) a Grievance that Discipline imposed by the Employer is inappropriate; or
  - d) a Grievance that a term (or terms) of the resolution reached under this Article has (have) been breached; or
  - e) a Grievance that the Employer has made an improper decision in respect of Clause 14.1 of this Article.
- 10.1 Members may seek assistance from the Human Rights Tribunal of Ontario (HRTTO), in accordance with the HRTTO time limits, even when taking steps under this Article.
- 10.2 If the circumstances giving rise to a complaint under this Article independently give rise to proceedings before the HRTTO 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.

- 10.3 The Employer shall not be restricted in fulfilling its responsibilities under the Human Rights Code, other applicable legislation, or where the safety of individuals is threatened or compromised.
- 10.3.1 Where the Employer deviates from any procedure set out in this Article in order to fulfill its responsibilities under Clause 10.3, it shall notify the Association should the matter involve a Member.

### **Conflict of Interest**

11. Any 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 Vice-President (Resources & Operations) or designate and to the Association. The Vice-President (Resources & Operations) or designate shall forthwith provide a replacement for the person who has made the declaration.
- 11.1 Any party to a complaint who objects to the participation of any 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 Vice President (Resources & Operations) or designate that he or she wishes that person to be replaced, stating his or her reasons. The Vice-President (Resources & Operations) or designate shall immediately inform the Association of any such declaration. The Vice-President (Resources & Operations) or designate shall also immediately inform the person named in the declaration, and he or she shall be given a reasonable opportunity to respond to it. Where the Vice-President (Resources & Operations) sustains the objection and appoints a replacement, she/he shall provide the Association with reasons for the replacement.

### **Reporting and Assessment of Incidents and Complaints of Discrimination and/or Harassment**

12. Any Member who believes that he or she has been subjected to, or has witnessed, behaviour that violates this Article, should immediately report his or her concerns or the incident to the HRO.
- 12.1 Whenever a person seeks assistance with a matter relating to discrimination or Harassment from someone other than the HRO, the person shall be advised to contact the HRO. In addition, the person being asked for assistance should immediately contact the HRO to advise the HRO that assistance has been sought. The HRO shall be responsible for acting on the information received.

## *Discrimination and Harassment*

- 12.2 The HRO shall provide a confidential consultation to discuss concerns and/or incidents which may be encompassed under this article. If the HRO determines that the facts alleged if proven would constitute discrimination or Harassment under this Article, the HRO shall advise the Member that he or she can choose from the following two options:
- a) request alternate resolution; or
  - b) file a complaint and request investigation.
- 12.3 The Employer agrees that it shall take disciplinary action against those who make allegations of Harassment which are reckless, malicious or not in good faith.

### **Option A: Request for Alternate Resolution**

13. Alternate resolution normally refers to options *other than* a complaint process. It is a problem-solving approach which has the goal of achieving a resolution satisfactory to all parties. Alternate resolution is normally not appropriate where one of the parties desires a formal procedure which may result in a decision imposing corrective, preventive, remedial or disciplinary consequences.
- 13.1 Each situation is unique and it is necessary for the HRO to have flexibility in determining the most appropriate options to attempt to reach a resolution. In order for the alternate resolution to proceed, all parties must agree to participate in the process. Some examples of alternate resolution include:
- a) facilitated discussion;
  - b) mediation; or
  - c) education.
- 13.2 The HRO retains the discretion to approve a request for alternate resolution based on the following factors:
- a) that the request is made within six (6) months of the date of the last incident;
  - b) whether the matter is within the jurisdiction of the University, i.e., involves employees and/or students of the University; and
  - c) whether the issues to be addressed through alternate resolution are within the scope of the Article, i.e., alleging discrimination or Harassment.
- 13.3 There may arise circumstances where, in the opinion of the HRO, alternate resolution is not a viable option. Such circumstances include, but are not limited to, situations where:
- a) there is a safety risk to either or both of the parties;

- b) there is significant power imbalance between the parties;
  - c) the remedy sought by one party is of a monetary or a punitive nature; or
  - d) the prospects of resolution appear to be fleeting.
- 13.4 The HRO may, at any time, refuse to continue alternate resolution proceedings based on information or concerns related to the factors specified at Clauses 13.2 and 13.3. Where alternate resolution is refused or terminated, the HRO shall provide reasons for his or her decision, if requested.
- 13.5 Alternate resolution proceedings shall be completed within twenty (20) working days of receiving the request for alternate resolution. This time period may be extended upon agreement between the HRO and relevant, involved party(ies), to a maximum of forty (40) working days.
- 13.6 If alternate resolution proceedings do not result in settlement of all issues, the HRO shall advise all relevant, involved parties of the option to file a Complaint and Request for Investigation.
- 13.7 If a resolution consistent with the terms of this Article and any applicable legislation (e.g., the Ontario Human Rights Code or Occupational Health and Safety Act) is achieved, all parties shall sign a statement of the terms of resolution. A copy of the terms of resolution shall be retained in the files of the HRO for a period of five (5) years and shall not be placed in the Member's Official File.
- 13.8 If the terms of resolution entail action by the Employer, the Employer shall agree to undertake such action by signing the written resolution. If the Employer refuses to take such action, it shall state in writing to the parties why it refuses to do so. Such a response from the Employer can be grieved proceeding directly to Step 2 of the grievance procedure in accordance with Clause 13 of the Article Grievance and Arbitration.

**Option B: Complaint and Request for Investigation**

14. A complaint may be submitted within twelve (12) months of the latest alleged incident of discrimination and/or Harassment directly to the AVP-HR (or designate).

The complaint shall be in writing and include:

- a) the name(s) of the Complainant(s);
- b) the name(s) of the Respondent(s);
- c) date, time and place of the incident(s);

## *Discrimination and Harassment*

- d) any relevant information or evidence to the support the allegation including names of witnesses; and
  - e) sufficient information for the Respondent(s) to be able to respond.
- 14.1 Upon receipt of the complaint, and prior to commencing any investigatory action the AVP-HR (or designate) shall determine the following:
- a) whether the complaint may go forward based on the following factors;
  - b) whether the complaint was received within 12 months of the latest alleged incident;
  - c) whether the matter is within the jurisdiction of the University, i.e., involving employees and/or students of the University;
  - d) whether the allegations are within the scope of this Article; and
  - e) whether the allegation contains sufficient information for the Respondent(s) to be able to respond;
  - f) which interim measures are required, if any, during the complaint and investigation process.
- 14.2 Where the AVP-HR, or designate, determines that the complaint may go forward, he or she shall:
- a) appoint an internal or external Investigator, to prepare a fact finding report in which the Investigator shall review the complaint and determine whether discrimination and/or Harassment has been established;
  - b) ensure that the Investigator has relevant experience in such investigations and does not have a conflict of interest in the matter under review;
  - c) contact the Association's Grievance Officer for consent, where an internal Investigator is proposed;
  - d) advise the President of the Association, where the Employer has made the complaint.
- 14.3 The Employer-approved costs of the external Investigator shall be borne by the Employer.
- 14.4 The Respondent shall be informed by registered mail or equivalent of any and all allegations by being provided a copy of the complaint within ten (10) working days of the Investigator's appointment. The Respondent shall be provided the opportunity to respond to the complaint within ten (10) working days of receipt. Any written reply shall be provided to the Complainant. The Complainant and

Respondent shall be required to participate in the investigation. Where the Complainant(s) fail(s) to participate in an Investigation, the complaint shall be deemed withdrawn. Where a Respondent fails to participate the Investigation may proceed in absentia, and a finding may be made against the Respondent in accordance with Clause 14.5.

- 14.5 The Employer shall notify the Association of the name of the Investigator and the name of the Member who has made the complaint and/or the name of the Member against whom the complaint has been made. The Investigation is to be conducted in accordance with clause 8 through 10.2.1 of the Article *Discipline*. For the purposes of investigating discrimination and/or Harassment complaints, “the Employer” referred to in the Discipline article is the AVP-HR, or designate or the Investigator appointed by the AVP-HR. Should the allegation of discrimination and/or Harassment be substantiated the disciplinary processes shall be in accordance with Clauses 11 and 11.1 of the Article *Discipline*.
- 14.6 Any outcome or resolution of a matter achieved through the processes indicated in Clause 14 above, including the complaint, any written response(s) by a Respondent, or other written records, shall remain with the complaint as it may move forward and shall be retained by the HRO.

**Retention of Files**

15. All documents related to a complaint filed according to Clause 14 of this Article shall be retained in confidence for ten (10) years in the Office of Equity & Human Rights Services. Such files in the Office of Equity & Human Rights Services may only be accessed by the Human Rights Officer or the AVP-HR.

## **DURATION OF THE AGREEMENT**

1. This Collective Agreement shall be in force, except where specific Articles provide otherwise, for four years from July 1, 2010, until June 30, 2014.

## EDUCATION LEAVE

1. With the exception of Compassionate Leave, Court Leave, Pregnancy and Parental/ 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, including teaching-related research, 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), School(s) or Faculty(ies), and that the Leave will not interfere with the ability of the Department(s), School(s) or Faculty(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.
- 5.1 If a Member becomes ill or injured such that the Education Leave cannot be completed, the Member may choose to cancel the Education Leave. In such a case, the provisions of Clause 6.4 of the Article Income Security shall apply, including the possible deferral of the balance of the Education Leave if more than three months are remaining.
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.
- 6.1 Notwithstanding the provisions of Clause 6 of this Article, a Member and the Employer may agree to a Reduced Workload arrangement with salary and benefits as described in the Article Reduced Workload, during the period of the Education Leave.

## *Education Leave*

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 Research Grant and/or a Removal Expense. Insofar as the request is believed by the Employer to be in compliance with the Income Tax Act and Canada Revenue Agency (CRA) policy, the Employer shall agree to such a request; however, the Member accepts responsibility for any subsequent adverse determination by CRA.
8. Sabbatical Leave credit shall be earned during an Education Leave subject to the provisions of the Article Sabbatical Leave, and subject to any agreement concerning the rate of accrual of Sabbatical Leave eligibility arising from a Reduced Workload during the Education Leave.
9. Any application for Education Leave shall be made by a Member to the Dean of the Member's home Faculty, with a copy to his or her Chair or Director where applicable. 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 or School, the Dean shall consult with the Department Chair or School Director. 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.
- 1.1 If a Member becomes ill or injured during the election campaign, the Member may choose to cancel the Elected Public Office Leave. In such a case, the provisions of Clause 6.5 of the Article *Income Security* shall apply.
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
    - (i) physical harm or other significant detriment to (a) person(s) associated with the University or;
    - (ii) significant harm, loss or damage 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 Sub-Clause 1 a) hereof.
3. Grievances under this Article shall begin at Step 2.

## EMPLOYMENT EQUITY

1. The Parties endorse the principle of equity in employment. Employment Equity involves hiring the most suitably qualified candidate for any open position while ensuring that the hiring process and the qualifications required for each position are fair and equitable for all persons. The Parties agree to cooperate in the identification and removal of all barriers to the recruitment, selection, hiring, retention, and promotion of the following groups: women, aboriginal peoples, persons with disabilities and visible minorities. Other groups as may be designated as under-represented in federal and provincial human rights legislation or agreed to by the Parties may be included in this list.
2. The Parties agree to work towards increasing the proportion within the Bargaining Unit of members of these groups, to improve their employment status and to ensure their full participation in the University community.
3. Based on a process of voluntary self-identification, the Employer shall maintain an ongoing employee data base to identify membership in the designated groups.
4. The Employer agrees to use search procedures to find qualified members of under-represented groups. These procedures shall include:
  - a) advertisements placed in the paper and electronic versions, at the discretion of the Appointments Committee, of *University Affairs (UA)* and the *Canadian Association of University Teachers (CAUT) Bulletin* or their successors, and in other relevant professional journals, national newspapers, listservs and websites.
  - b) In consultation with the Appointments Committees, the Employer, through Equity & Human Rights Services, shall develop and maintain a list of relevant contact associations representing designated groups to which notice of the advertisement shall be sent;
  - c) Advertisements shall state 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. All such advertisements shall be audited by the Office of Faculty Relations for compliance with this policy;
  - d) letters from the appropriate Dean, Chair and/or Director, 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;
  - e) 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.

5. When making a recommendation to the Dean, the Appointments Committee or equivalent shall make a report on the search process that shall 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;
  - b) a ranked short-list which formally presents the qualifications of each candidate and the reasons for the ranking. This report shall also include explicit statement of the rationales for the exclusion of any qualified candidates who are known to be members of the designated groups. The Committee shall review this report before recommending any formal offer of Appointment;
  - c) where the information required in Clauses 5 a) and 5 b) of this Article is incomplete or otherwise problematic, the available information shall nevertheless be reported as fully as possible, with explanation. So as to improve the quality of this information, the Employer shall develop appropriate methods of collecting and reporting the information;
  - d) a comparison of the composition of the applicant pool with available data reflective of applicant pools for similar positions elsewhere in Canada shall be undertaken prior to short-listing of candidates. Should the comparison reveal a significant under-representation of a designated group, the Appointments Committee shall undertake further efforts to attract candidates from that designated group before short-listing.
6. The criteria used to evaluate candidates for Appointment, renewal, Promotion and Tenure shall not allow for systemic discrimination against members of designated groups.
7. The Employer shall fill and maintain the full-time position of Director of Equity & Human Rights Services and provide support for that position.
8. The Employer shall supply all Members chosen to serve on Appointments and Promotion and Tenure Committees with a copy of the current *Employment Equity Guide for Appointments Committees and Promotion and/or Tenure Committees*, and any other written information about the equity context and application of relevant federal and provincial legislation, including immigration statutes, and of University policies. This *Employment Equity Guide* shall also be made available, in electronic form, on both the University and the Association websites. Members shall familiarize themselves with such information as a condition of serving on such committees. Furthermore, the Dean, or designate, shall ensure that committees are aware of the relevant legislation and University policies, and the Dean or designate and the Members participating in the work of the committees shall share responsibility for ensuring that the relevant

legislation and University policies are followed throughout the deliberation of the committees. The committees may call upon the Office of Equity & Human Rights Services for assistance.

9. The Parties agree to maintain the presently established 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; two representatives appointed by the Employer, at least one of whom shall be a member of one of the designated groups; and the Director of Equity & Human Rights Services, who 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.
10. 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 systemically discriminate against members of designated groups;
  - c) consider, after completion of an annual statistical survey and analysis by the Office of Equity & Human Rights 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 *Discrimination and Harassment*. If the Employment Equity Committee identifies such situations, it may bring forward recommendations to the Association and the Employer for consideration;
  - e) through the Joint Committee, submit recommendations to the Employer and the Association for consideration, and to the President's Standing Committee on Employment Equity for information.

## **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 five continuous years or more in the Academic Administrative position, an Academic Administrator is entitled to twelve months Modified Alternative Workload. An Academic Administrator serving for less than five years is entitled to a period of Modified Alternative Workload of two months for each year served in the Academic Administrative position. An Academic Administrator may not accumulate more than twelve months of Modified Alternative Workload eligibility.
  - 1.1.1 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 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 to the Academic Administrative position.
  - 1.1.2 The period of Modified Alternative Workload shall be continuous, shall begin immediately upon completion of the term of the Academic Administrative position and shall commence on July 1 or January 1 except by mutual agreement of the Member and the Employer.
  - 1.1.3 Unless specified otherwise in the Letter of Appointment to the Academic Administrative position, any vacation to which a Member is entitled in a year during which the Member has a Modified Alternative Workload that includes the period July 15 to August 15 shall be deemed taken during the period of Modified Alternative Workload.
  - 1.1.4 Subject to the provisions of Clause 1.1.5 of this Article, a period of Modified Alternative Workload must be separated from a period of Sabbatical Leave or other Leaves (with the exception of Compassionate Leave, Court Leave, Pregnancy and Parental/Adoption Leave and Sick Leave) by a minimum of twelve months.
  - 1.1.5 A period of Modified Alternative Workload can be combined with other periods of Modified Alternative Workload, Sabbatical Leave or other Leaves (with the exception of Compassionate Leave, Court Leave, Pregnancy and

*Entry or Return of Administrators to the Bargaining Unit*

Parental/Adoption Leave and Sick Leave) as long as the total period does not exceed twelve months, except by mutual agreement of the Member and the Employer.

- 1.1.6 Sabbatical Leave eligibility shall not be accumulated during the period served in the Academic Administrative position or during the period of Modified Alternative Workload.
2. Subject to the provisions of Clauses 8.3 b) and 16.5 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 and Parental/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), School(s) or Faculty(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 Research Grant and/or Removal Expense. Insofar as the request is believed by the Employer to be in compliance with the Income Tax Act and Canada Revenue Agency (CRA) policy, the Employer shall agree to such a request; however, the Member accepts responsibility for any subsequent adverse judgment by CRA.
8. Sabbatical Leave credit shall 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 or School, the Dean shall consult with the Department Chair or School Director. 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.
12. If a Member becomes ill or injured such that the Exchange Leave cannot be completed, the Exchange Leave for that Member may be cancelled at the Member's request and the provisions of Clause 6 and subsequent clauses of the Article *Income Security* shall apply.
- 12.1 If the Member becomes ill or injured during the first six months of a twelve-month Leave, then the Member shall have the option of completing the Leave at a later date to be agreed upon by the Member and the Dean.

## **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 or Limited-Term Member in an Appointment created under Clause 1.1 of the Article *Transition Provisions* of the 1998-2002 Collective Agreement (Permanent Members) 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.

## *Financial Emergency*

- 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,<sup>§§§</sup> 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

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<sup>§§§</sup> 0.4167% is 1/240. Assume 20 "working days" in each month.

### *Financial Emergency*

declared, the provisions of this contract shall 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 acknowledge it is important to resolve disputes arising from this Agreement informally, amicably, promptly, justly, and equitably.
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. The Association shall have carriage of all Grievances. 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 that has not been resolved informally (as described in Clause 11), 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 "circumstance" shall include the occurrence of facts which gives rise to the disputed application, interpretation, administration, or alleged violation of this Agreement, including any alleged failure to apply or administer this Agreement. To the extent that these occurring facts are part of an ongoing sequence or pattern in which these facts repeat, each day they repeat constitutes a new occurrence and thus a new circumstance.

### **Types of Grievance**

8. An Individual Grievance is a Grievance initiated by the Association against the Employer on behalf of a single Member, who is solely affected. Only one Grievance concerning the same circumstance 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 the Association against the Employer on behalf of two or more Members, who alone are affected. The Grievance shall name only the Members who have given written consent to be named therein. The withdrawal of any Members

## *Grievance and Arbitration*

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 that has implications generally for Members initiated by the Association against the Employer, or a Grievance involving the interpretation, application or alleged violation of this Agreement initiated by the Employer against the Association.
- 8.2.1 Subject to Clause 11.2.1 of this Article, the Association agrees not to bypass the Individual or Group Grievance process by filing Policy Grievances.

### **Application**

9. The following Grievances shall be filed at Step 2 of this Article:
- a) Policy Grievances;
  - b) suspension or dismissal (as per the Article *Discipline*);
  - c) denial of tenure (as per the Article *Promotion and Tenure*);
  - d) 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 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 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. The Member or group of Members must contact the Dean/Associate Dean within one hundred and eighty (180) days of when the Member(s) knew or ought reasonably to have known of the circumstance giving rise to the dispute. A



meeting shall be convened by the Dean/Associate Dean in order to deal with the matter. 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. Prior to the meeting the Dean shall inform the Member or group of Members, in writing, of this right. The Association and the Employer shall have the right to have representation at any such meeting, and to that end the Dean/Associate Dean shall simultaneously inform the Association and the Office of Faculty Relations at least five (5) working days in advance of such a meeting.

- 11.1 Should the Dean or Associate Dean declare a conflict of interest, the Dean or Associate Dean shall withdraw from the proceedings. The Provost shall appoint a Dean or an Associate Dean from another Faculty as a substitute.
- 11.2 If the dispute is resolved at the informal stage, the matter shall be reduced to writing by the Dean/Associate Dean within ten (10) working 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, and his/her/their acknowledgment of being informed of the right to Association presence or representation at the informal discussion meeting. A copy of this document shall be forwarded to the Association and the Office of Faculty Relations.
  - 11.2.1 The resolution of a complaint at the informal stage shall be binding on the signatories to the resolution. However, any resolution, withdrawal or abandonment of a complaint which has been referred to the informal stage shall be without prejudice or precedent and shall not be binding on the Parties to the Collective Agreement regarding any future similar issue unless the Parties to the Collective Agreement agree otherwise in writing. Such without prejudice or precedent resolution, withdrawal or abandonment of a complaint shall not preclude either Party from filing a Policy Grievance on the specific issue leading to the complaint. The resolution, withdrawal or abandonment of a complaint shall not form part of such a Policy Grievance, nor shall the Member or group of Members who are signatories to the resolution, withdrawal or abandonment of complaint be required to be a witness in the Policy Grievance.
- 11.3 If the Member(s) and the Dean/Associate Dean cannot resolve the dispute, the Dean/Associate Dean shall, within five (5) working days of the informal meeting, forward in writing to the Member(s) reasons for denying the complaint. A copy of this document shall be forwarded to the Association and the Office of Faculty Relations.
  - 11.4.1 If the Member fails to respond to any request for a meeting relative to the informal complaint within fifteen (15) working days of the delivery of notification of such a request, the Member shall be deemed to have abandoned the complaint. Notification of same shall be sent by the Dean to the Association and to the Office of Faculty Relations.

**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 (15) working days of the Association's receipt of the Dean's letter specified in Clause 11.3. The Association may also file a Grievance at any time during the informal stage. The Grievance shall set out the details of the circumstance giving rise to the Grievance, specify the Article or Articles or right(s) 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 Member(s) and the Member's or the Members' Association representative within ten (10) working days from the receipt of the Grievance. The Member(s) also has (have) 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 (5) working 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 Member(s), the Association representative and the Dean/Associate Dean or designate within five (5) working days after the Step 1 meeting. Any such settlement shall not set a precedent with respect to any other matter or circumstances unless the Parties to the Collective Agreement agree in writing to be bound in the future by such a settlement.

**Step 2**

13. Failing a resolution at Step 1, the Grievance may proceed to Step 2 within five (5) working days of receipt of the decision at Step 1. A Grievance filed at Step 2 shall be submitted in writing to the Provost through the Director of Faculty Relations. 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 fifteen (15) working days of the date upon which the Association knew or ought reasonably to have known of the circumstance. Policy Grievances initiated by the Association in accordance with Clause 11.2.1 above must be filed within fifteen (15) working days of the date of notification to the Association of the resolution, withdrawal or abandonment of the informal complaint.

- 13.2 The Provost or designate, who may be accompanied by another representative of the Employer, shall meet with the Member(s) and up to two Association representatives within ten (10) working days from the receipt of the Grievance.
- 13.2.1 The same decision-maker shall not hear and the same Employer designate shall not be present at both Step 1 and Step 2 of the same Grievance.
- 13.3 The Parties agree to provide copies of all documents relevant to the subject matter of the Grievance at least two (2) working 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 Member(s), the Association and the Employer within ten (10) 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 (5) working 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. Grievances initiated at Step 3 must be submitted to arbitration within fifteen (15) working days of the circumstance giving rise to the Grievance. If, in the course of Step 2, no settlement is reached, the Association may submit the Grievance to Arbitration within ten (10) working days of receipt of the Step 2 response. Submission to arbitration shall occur as follows:
  - 14.1 Appointment of the Arbitrator: Except in cases involving the termination of employment for cause 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 (60) 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 a Grievance may be submitted to an Arbitration Board. Notification shall be provided in writing to the other Party, within twenty-one (21) 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 (60) days of the

## *Grievance and Arbitration*

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 calendar days unless otherwise specified.
18. In this Article, “working days” refers to days upon which the University’s Administration Offices are open.

## 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, R.S.O. 1990, c. O.1 (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.
- 2.3 The Employer shall provide Members with access to information relevant to their workplace health and safety through a Health and Safety website. Such information shall include but not be limited to Inspection and Compliance Reports; information on hazard avoidance, specific perils, and ergonomics; reporting of health and safety concerns; Work Refusal Procedures; and links to applicable Federal, Provincial, and Municipal legislation.
- 2.3.1 Work Refusal Procedures shall be applicable to situations where employees perceive an immediate threat of violence to themselves. Any such situation shall be reported to Campus Police immediately.
- 2.4 The Employer shall provide Members who require safety footwear relevant to their workplace an annual reimbursement for the purchase of footwear with the CSA protection markings of Yellow Patch or Green Patch. The annual amount shall be \$80 per Member and shall be requisitioned by the Member's Dean's or Director's office upon proof of purchase. Members may choose to claim once every 2 calendar years for a total of \$160. A non-taxable payment will be made to the Member on the next regular pay period following the requisition.
- 2.5 For Members who are required to wear safety eyewear in the course of fulfilling their Academic Responsibilities, the Employer agrees to supply such safety eyewear at no cost to the Member, including prescription safety glasses.

**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 of Departments, Directors of Schools or Deans in Faculties without Departments or Schools, 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 (2) representatives to the JOHSC, in representing all Association Bargaining Units.
- 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 Vice-President, Resources and Operations to any egregious or repeated violations of the safety 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.

**Emergency Preparedness**

5. The Association shall be consulted regarding any new or changed Emergency Preparedness Policy, including but not limited to Fire or Bomb Threat, which requires that Members take any action other than standard evacuation procedures. Any protocols developed shall put safety as the highest priority.

## **IMPLICATIONS OF TECHNOLOGY**

1. For the purposes of this Collective Agreement, an Information and Communication Technology (ICT) is a device, technique or method used in the creation, storage, transmission, re-transmission, broadcasting, telecommunication (including tele-conferencing), recording, and reception, in electronic form, of data, images, and text in support of the fulfilment of Academic Responsibilities by Members, including but not limited to the technologies of multimedia, videotape, audiotape, digital recording, computer-mediated information processing and communication (including electronic mail), and transmission or reception via the Internet or World Wide Web.

### **Rights of Members**

2. The Parties agree that within the context of operating requirements of the University, Members may select and use ICTs that enable them to fulfil their Academic Responsibilities.
  - 2.1 The Employer, through the website of Information Technology Services, shall advise Members of new ICTs that are supported by the Employer, the nature of the support available, and any training opportunities for their use.
  - 2.2 Except as provided for in this Collective Agreement, a Member shall not be obliged to use ICTs unless such use is required for the fulfilment of Academic Responsibilities.
  - 2.3 Except as provided for in this Collective Agreement, the Employer shall not be obliged to support ICTs unless such use is required by the Employer for the fulfilment of Academic Responsibilities.
  - 2.4 The Employer shall not intentionally impede or deny a Member's access to or from the Internet or specific websites or e-mail addresses except for *bona fide* legal, security or operational reasons. In a case where a Member's access is unintentionally denied, the Employer shall make all reasonable efforts to permit the re-establishment of access.

### **Automation or Other Technological Change**

3. When, as a result of automation or other technological change, the Employer determines that new or greater skills are required than are already possessed by affected Members under present methods of operation, such Members shall be given a reasonable period to acquire skills necessitated by the new method of operation. There shall be no reduction in pay and benefits during the training period of any such Member. It is recognized that the Member may make a request for such training. Such requests shall not be arbitrarily denied. The Employer shall bear all costs associated with the training.

## *Implications of Technology*

- 3.1 Where the Employer plans or proposes changes in existing practices with respect to ICTs that are likely to have a significant impact on the Academic Responsibilities of Members, the Employer agrees to provide the Joint Committee with information regarding the planned or proposed change, enhancement or discontinuation of any current ICT, or plans or proposals to introduce any new ICT. When proposed by the Employer, such information shall be communicated in writing by the Provost or designate to the Association with a copy to the Chairs of the Joint Committee. Such information shall be provided sufficiently in advance of implementation to allow the Joint Committee to meet and consider the proposed changes before the proposed date of implementation.
- 3.1.1 Joint Committee members may consult with persons whose professional expertise is related to the technology or change.
- 3.2 Either the Employer or the Association may propose ICTs to the Joint Committee.

### **Alternative Learning Technologies**

- 4. For the purposes of this Article, Alternative Learning Technologies (ALTs) are technologies that provide alternative modes of delivering credit courses or components of credit 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. Credit courses using ALTs may include but are not limited to: correspondence courses; distance studies courses; and courses which are delivered in whole or in part by means of ICTs, whether or not they are offered on Campus, through the University's internal network, or off Campus through either the Internet or the World Wide Web. Credit courses using ALTs also include credit courses where part of the teaching is done using computers where such use of computers replaces conventional classroom teaching, and credit courses using ICTs to manage the teaching component of a Member's Academic Responsibilities, such as systems for examinations and grading, plagiarism detection systems, electronic class lists, and integrated systems to teach and manage courses in World Wide Web formats.
- 5. Courses using ALTs 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 shall be given to any additional demands placed on Members who teach courses primarily by ALTs.
- 5.1 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.



6. 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 or Director, as applicable, and Dean shall consider the innovative nature of the course, the Member's familiarity with the technology used to deliver the course, the appropriateness and effectiveness of the proposed ALTs, the effects on accessibility of the course to students, the available support for and reliability or integrity of the technology, and the availability of human resources.
- 6.1 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*.

## **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, to attend to urgent or critical health needs of the Member's Immediate Family, to provide for urgent or extraordinary elder or child care needs of the Member's Immediate Family, or for other personal reasons requiring urgent attention. The Dean's approval of Compassionate Leave on such grounds shall not be arbitrarily withheld. The Dean or designate shall determine the appropriate duration of the Leave after consultation with the Member. 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 Short-Term Disability Benefits**

5. The Employer shall provide the arrangements described in Clauses 6 through 23 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 shall receive his or her actual salary as a Short-Term Disability benefit up to a maximum of fifteen consecutive calendar weeks (one hundred five consecutive calendar days), except as described in Clauses 6.1, 6.2 and 6.3.
- 6.1 If a Full-Time Member becomes absent from work due to a recurrence of the same or related illness or injury during the first four weeks following the 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 Short-Term Disability benefit.

- 6.2 If a Full-Time Member on sick leave is able to return to work on a part-time basis within the initial fifteen-week period, the Member's eligibility to receive Short-Term Disability shall be extended by the amount of time actually worked by the Full-Time Member during the initial fifteen-week period.
- 6.3 If a Full-Time Member becomes ill or injured while on Sabbatical Leave such that the Sabbatical Leave cannot be completed, the Member may, at the Member's discretion, elect to go on sick leave, and the provisions of Clause 8 of the Article *Sabbatical Leave* shall cease to apply. If the remaining part of the Sabbatical exceeds three months, the remaining part of the Sabbatical shall be deferred. The scheduling of the deferred period following a return to work shall be determined by mutual agreement between the Member and the Dean.
- 6.4 If a Full-Time Member becomes ill or injured such that an Education Leave cannot be completed, the Member may, at the Member's discretion, elect to go on sick leave and the provisions of the Article *Education Leave* shall cease to apply. If the remaining part of the Education Leave exceeds three months, the remaining part of the Education Leave may be deferred. The scheduling of the deferred period following a return to work shall be determined by agreement between the Member and the Dean.
- 6.5 If a Full-Time Member becomes ill or injured during the election campaign while on Elected Public Office Leave, the Member may, at the Member's discretion, elect to go on sick leave, and the Leave provision of Clause 1 of the Article *Elected Public Office Leave* shall not apply.
- 6.6 If a Full-Time Member's absence due to illness or injury continues beyond the fifteen consecutive calendar weeks (one hundred five consecutive calendar days), the Full-Time Member will be entitled to Long-Term Disability as outlined in Clauses 10, 11 and 13 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 as a Short-Term Disability benefit, up to a maximum of fifteen calendar weeks (one hundred five calendar days) in any twelve-month period. The Short-Term Disability benefit is payable to a maximum of eight calendar weeks (fifty-six calendar days) in any Term.
- 8. 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.
- 8.1 When the Dean or designate is informed that a Member will be absent due to illness or injury, the Dean or designate shall make alternative arrangements to cover teaching duties on a temporary basis. Members shall not be asked to contribute to the cost of teaching re-assignment.

## *Income Security*

9. 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.
- 9.1 The Employer shall acknowledge receipt of the notification provided by a Member in accordance with Clause 9 above, and shall inform the Member in writing that the Member may contact Rehabilitation Services to obtain information about short- and long-term benefit entitlements, return to work procedures, and relevant deadlines, and may seek the assistance of the Association.

### **Long-Term Disability (Full-Time Members Only)**

10. If a Full-Time Member's absence due to illness or injury continues beyond the fifteen consecutive calendar weeks of Short-Term Disability, the Full-Time Member may qualify for Long-Term Disability (LTD) benefits as described in Clause 10.1 or 12.2 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.
- 10.1 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 Plan.
11. If a Member qualifies for LTD beyond the initial fifteen week period, then the Member's Extended Health Plan, dental care, Vision care, pension and basic life insurance benefits shall be continued and the Member shall not be required to pay the group insurance premiums, if any. The extended health, dental and Vision care eligible benefits at any point during the disability will be in accordance with the group insurance contract in effect for full time active members of the bargaining unit. Both Member and Employer pension contributions will be made by the Employer during the period of full disability. Should the Member return to work in a partial capacity, Clause 47 of the *Compensation and Benefits* article shall apply for continuing pension contributions. Pension contributions shall be based on the Member's pensionable earnings in effect at the date of disability, increased annually at the rate of increase in disability benefits, in accordance with the provisions of the Pension Plan for Academic Staff.

### **Workplace Illness or Injury**

12. 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.
- 12.1 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, as a Short-Term Disability benefit, 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.

- 12.2 For a disability resulting from workplace injuries or illnesses, the WSIB will pay the Member directly. The Member may also qualify for Canada Pension Plan 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 of disability, the Member shall qualify for partial LTD from the University Group Disability Insurance program.
13. If a Member continues to qualify for Workplace Safety and Insurance Board benefits beyond the initial fifteen week period then the Member's Extended Health Plan, dental care, Vision care, pension and basic life insurance benefits shall be continued and the Member shall not be required to pay the group insurance premiums, if any. The extended health, dental and Vision care eligible benefits at any point during the disability will be in accordance with the group insurance contract in effect for full time active members of the bargaining unit. Both Member and Employer pension contributions will be made by the Employer during the period of full disability. Should the Member return to work in a partial capacity, Clause 47 of the *Compensation and Benefits* article shall apply for continuing pension contributions. Pension contributions shall be based on the Member's pensionable earnings in effect at the date of disability, increased annually at the rate of increase in disability benefits, in accordance with the provisions of the Pension Plan for Academic Staff.
14. Should a Member be working out of province for any period of six months or more, he or she must report said absence in advance to enable the Employer to provide for continuation of WSIB benefit coverage.

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

15. 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. The Member shall be referred to the University's workplace wellness representative for a determination of a qualified Health Care Professional, acceptable to the Employer, and to the Member, to conduct the medical examination. 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.

## *Income Security*

- 15.1. Notwithstanding any entitlement under this Article, should a Member fail or refuse to provide medical evidence requested by the Employer under Clauses 9 or 15, the Employer may deem the Member to be on sick leave and following expiry of any available STD, LTD or WSIB benefits may discontinue salary until receipt of the requested medical evidence.
16. Subject to any disclosure or report required by statute, nothing in Clause 15 of this Article shall require, permit or allow any disclosure of any medical information from any Health Care Professional employed by the University, or any other representative of the University, 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**

17. 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 15 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.
18. 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 Rehabilitation Services. If the return-to-work program involves assessments of physical ability by Rehabilitation Services or an independent third party, the costs of these assessments shall be paid fully by the Employer.
19. 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, R.S.O. 1990, c. H.19.
20. If a Member is to return to work with restrictions, the Member's Dean or designate shall contact Rehabilitation Services before the Member's return to work.

- 20.1 Following this contact, and normally before the Member's return to work, the Member, the Dean or designate and Rehabilitation Services 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 Rehabilitation Services. 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 or Director, if applicable.
- 20.2 The Member shall be allowed sufficient time to consult the Association.
- 20.3 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 Rehabilitation Services and the Member shall sign copies of the arrangements.
- 21. Subject to Clause 19 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.

**Retention of Previous Entitlements**

- 22. 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.
- 23. In the case of a Member on a Probationary Appointment, the Promotion and/or Tenure decision shall be postponed for one (1) year where the Member has taken documented sick leaves of at least twenty-four (24) weeks in a twelve month period. Further postponement may be granted if the sick leave periods extend beyond 18 months. The letter from the Employer notifying the Member of the postponement shall advise of the postponement and state that a Member may elect early consideration in accordance with Clause 15.7.1 of the Article *Promotion and Tenure*.

## **INFORMATION**

### **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) within three months after the end of each Academic Year, a list containing the name of each Full-Time Member employed at any time during the Academic Year, together with:
    - (i) employee number, Appointment status, date of first Appointment, rank, date of Appointment to current rank, highest earned degree and year attained, birth date, sex, Department or Program and Faculty;
    - (ii) nominal salary, actual salary with the following broken out and identified: Limited-Duties appointment earnings, administrative stipends, stipends paid under *Compensation and Benefits* Clause 44.1, and retroactive pay (if any) from a previous Academic Year;
    - (iii) the termination date or date of change of status from Full-Time and the relevant category of termination such as, but not limited to, dismissal, expiration of contract, resignation, retirement or death, for all Members who are not employed as Full-Time Members on the first day of the following Academic Year;
    - (iv) for Members who are employed on the first day of the next Academic Year:
      - 1) employee number, appointment status, date of first Appointment, rank, date of Appointment to current rank, highest earned degree and year attained, birth date, sex, Department or Program and Faculty;
      - 2) the nominal salary as at the beginning of the next Academic Year;
    - (v) the aggregate amount of HCSA spent by Members;
  - b) within three months after the end of each Fiscal Year a list containing the name of each Part-Time Member employed at any time during the Fiscal Year, together with:
    - (i) highest earned degree and year obtained where available, birth date, employee number, sex, pay period, specific number of courses taught and weighting for each, end date and monthly salaries covering all Appointments, appointment status, Department or Program, and Faculty;



- (ii) the names of all Part-Time Members whose employment has terminated during the Fiscal Year, the date(s) of termination(s), and the relevant category of termination such as, but not limited to, dismissal, expiration of contract, resignation, retirement or death;
    - (iii) the aggregate amount of PER spent by Members;
  - c) the names and new ranks of Full-Time Members who have received promotions, and the effective dates of such promotions, within three months after the end of each Academic Year;
  - d) a list of all Members granted Leave (excluding sick leaves) for the present or next Academic Year or part thereof and the type of Leave granted, no later than the end of the Calendar Year. This list shall indicate the precise nature of the Leave; and
  - e) a list of all Members who are Basic Scientists along with their Clinical Department and Basic Home Unit.
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 website 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;

## *Information*

- 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 annually 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;
  - e) graduate students;
  - f) post-doctoral scholars.

For each Faculty, the following data for each category shall be submitted to the Association by July 31 of each year; if such a date cannot be met, the Parties shall meet and determine a mutually agreeable date on when the information will be provided:

- i) the number of credit courses taught; and
- ii) the number of undergraduate and graduate students taught.

- 4.1 For category d) above, the percentages shall be supplemented by lists of the individuals performing this Teaching by Faculty with the individuals' names suppressed. For category d) above, the list shall include the reason why the person teaching is not a Member pursuant to Clauses 3a), 3b)(i), 3b)(ii), 3b)(iii), and 3c) or Clause 15.6 of the Article *Appointments*. For categories e) and f) above, the percentage shall be supplemented by lists of courses indicating whether the Teaching is assigned or awarded through competition to either a graduate student or post-doctoral scholar.

**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 website.

**General**

7. The Association agrees that any personal information provided by the Employer shall be treated by the Association pursuant to the provisions of Part III of the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31 and successor legislation.

## *Information*

8. 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 Office of Faculty Relations. 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.
9. Any Grievance arising from the provisions of Clauses 1 through 6 of this Article shall commence at Step 2 in accord with the provision of the Article *Grievance and Arbitration*.
10. It is agreed that there may be additional informational needs identified between the Parties. Such additional needs will be discussed through the Joint Committee, and the Parties will attempt to mutually agree on what information is required and on the dates on which such information might be provided.

## 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**

### **Section I: Copyright**

#### **Definition**

1. Section I of this Article shall apply to all copyrightable material. This includes all original scholarly, scientific, literary, dramatic, musical, artistic and recorded works in any material form.
- 1.1 Original works include but are not limited to: books, texts, articles, monographs, glossaries, bibliographies, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet or local Intranets and/or the World Wide Web, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, choreographic works, performers' performances, cartographic materials, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, digital recordings or any other mass storage medium, computer programs, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, and other works of art.
- 1.2 Notwithstanding Clauses 1 and 1.1 of this Article, Section I of 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 Section II of this Article.
- 1.3 Section I of 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. Subject to the provisions of Clauses 2.1, 3, 3.1, and 3.2, a Member who creates a copyrighted work in the course of the Member's Academic Responsibilities shall grant the Employer a five-year 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.
- 2.1 Subject to the provisions of Clauses 3, 3.1, and 3.2, the provisions of Clause 2 of this Article shall not apply to:

- a) lecture notes created by a Member, regardless of format or method of delivery;
- b) individual course websites created by a Member;
- c) examinations created by a Member;
- d) other copyrightable material created by a Member and intended for use only by the students registered in the Member's course.

**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 material produced pursuant to his or her Academic Responsibilities, even if such material was produced solely on the Employer's time and with the Employer's facilities and resources. The Employer acknowledges that it has no interest in and no claim to any copyright for such works, except where there is an agreement between the Member and the Employer assigning or licensing specified uses and interest, or as otherwise provided in Clause 2 above or elsewhere in this Collective Agreement.
- 3.1 Subject to Clauses 4 through 5, and to such provisions as may be subsequently agreed by the Parties regarding Distance Education, a Member teaching a course or part of a course dependent on information and communication technologies which involve the broadcast, transmission, re-transmission, publication, recording, or storage of the contents of the course shall exercise copyright in all course materials created by the Member regardless of the medium used to broadcast, transmit, re-transmit, publish, record or store the course, except where there is an agreement between the Member and the Employer or a third party assigning or licensing specified uses and interests. A copy of any such agreement shall be provided to the Association.
- 3.2 Any agreements pursuant to Clauses 3 and 3.1 shall specify:
  - a) limits and conditions of use of copyright material;
  - b) whether, and under what circumstances, the Member assigns the right to rework, revise, or amend the copyright material and whether there is a waiver of moral rights, in whole or in part;
  - c) what rights of use the Member retains;
  - d) the term of the licensing agreement; and
  - e) the conditions for renewal or termination.

## *Intellectual Property*

- 3.3 In the event that the Employer or assignee relinquishes its rights in any work assigned to it by a Member, all waived and/or assigned rights shall revert to the Member.
- 3.4 A Member has the right to bring a representative from the Association when discussing a possible agreement with the Employer pursuant to Clauses 3 and 3.1.

### **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 Section I of this Article, and shall specify copyright ownership and the terms of any licensing arrangements under the agreement, and may require a waiver of moral rights of the Member in favour of the Employer.
  - 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, in writing, 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 licensing, donating, selling or reselling such works to any person(s), body or agency external to the University.
  - 4.4 A Member has the right to bring a representative from the Association when discussing a possible agreement with the Employer pursuant to Clauses 4 through 4.3.



## **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 Section I 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 Section I of this Article shall pass to his or her estate.

## **Section II: Patents**

### **Definitions**

6. For the purposes of Section II of this Article, and subject to Clause 23 of this Article, *Patentable Intellectual Property* (PIP) 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. In this Article, the term "*patent*" shall apply to any such form of statutory protection.
- 6.1 Computer software developed, improved or written by a Member can be PIP if the Member wishes it to be protected and exploited for commercial gain. For the purposes of this Article, three classes of computer software PIP are recognized. These are:
  - a) computer software developed, improved or written by a Member which is an integral part of a larger item of PIP, and which is intended for use with non-computer software components. Such computer software shall be treated like all other forms of PIP for the purposes of Section II 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 PIP. Such computer software shall be designated Free Standing Computer Software Patentable Intellectual Property for the purposes of this Article, and shall be subject to the provisions of Section II of this Article; and

## *Intellectual Property*

- 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 PIP. Such software shall be subject to the provisions of Section II of this Article.
- 7. For the purposes of Section II of this Article, PIP 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*.
- 8. For the purposes of Section II 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.
- 9. For the purposes of Section II 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 PIP.
- 9.1 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 PIP for:
  - a) obtaining and maintaining statutory protection for the PIP, including direct legal fees and filing and maintenance fees with applicable governmental and regulatory offices, and including expenses related to patent searches;
  - b) any prototype development for the PIP (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 PIP 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 PIP 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 PIP and any goods and material related thereto.

9.1.1 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 9.1 a), b) and c) of this Article or in any other activities related to the PIP.

9.2 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 provided that in this instance Gross Income shall not include receipts, contributions or entitlements arising from or attributable to sponsored research contracts referable to the IPC(s) or to the PIP for which such consideration is payable or otherwise made available; 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 PIP, including the shares or any options for shares as part of a spin-off company in connection with the exploitation for commercial gain of the PIP unless a different sharing arrangement has been agreed to under the provisions of Clause 12.1 below.

**Determination of Income and Expenses**

9.2.1 Where the Employer or the IPC(s) receive(s) consideration from the use, sale, assignment, licensing or other disposition of PIP 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 PIP 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 PIP for commercial gain; or
  - (ii) agreement between the Employer and the IPC(s).

9.2.2 Where the fair market value in 9.2.1 b) cannot be established through the provisions of 9.2.1 b) (i) or (ii), the Dispute Resolution process described in Clauses 27 and 28 of this Article shall be used.

9.2.3 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:

## *Intellectual Property*

- 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).
- 9.3 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 15 or 16 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.
- 9.4 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.
- 9.5 Subject to the provisions of Clause 9.4 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.
- 9.6 Subject to the provisions of Clause 9.4 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.

### **Patentable Intellectual Property Not Arising from Contract Arrangements**

10. PIP not arising from Contract Arrangements, unless otherwise assigned, shall be owned by the IPC(s).
11. The Parties acknowledge that it is in the interest of the Employer and Members for PIP to be protected and/or exploited for commercial gain as quickly as possible after the creation of the PIP. Accordingly, it is in the Employer's and Members' interest for the IPC(s) to determine promptly whether she/he/they wish(es) to protect or exploit outcomes of his/her/their activities for commercial gain. Full details of any PIP created by (an) IPC(s) shall be disclosed to the Employer in writing, on a form provided by the appropriate office of the Vice-President (Research). This disclosure shall be made to the Employer through the appropriate office of the Vice-President (Research), shall be made in a timely manner once the IPC(s) has (have) determined that he or she (they) wishes (wish) to protect or exploit the outcome of his/her/their activities for commercial gain, and shall be sufficiently detailed to allow an assessment of the suitability of the PIP for protection and exploitation for commercial gain. The

Employer shall not disclose to a third party any information about the PIP that would jeopardize the IPC's (IPCs') ability to protect the PIP or exploit it for commercial gain, should the IPC wish or the Employer not wish to protect the PIP and/or exploit it for commercial gain. Where a Member is obliged to disclose details of PIP to another institution, this shall not remove the obligation to disclose to the Employer under this Clause.

12. Within four weeks of the disclosure specified in Clause 11 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.
- 12.1 The discussions referred to in Clause 12 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 15 or 15.1 of this Article. Where the PIP may be exploited for commercial gain through a spin-off company, the discussions referred to in Clause 12 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. Unless such proposals result in a different agreement, each Party's share shall be as determined by the operation of Clauses 9 through 9.6 above, and 15 e) below. Where there is more than one IPC associated with the PIP, the sharing of equity in such a spin-off company may reflect the status of a particular IPC as a founding inventor or the IPC's contribution to and participation in the creation of such PIP.
13. 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 PIP and/or seek to exploit it for commercial gain. This period may be extended by mutual consent of the Employer and the IPC(s).
- 13.1 Any decisions of the Employer not to protect PIP and/or exploit it for commercial gain, or to cease to do so under the provisions of Clause 15.2, are business decisions and not based on an assessment of the academic merits associated with that PIP.
14. During the period specified in Clause 13 of this Article, and any extension thereof, the IPC(s) shall not seek to protect the PIP, 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.
15. If the IPC(s) assign(s) rights for protection and/or exploitation to the Employer, and the Employer agrees to protect the PIP and/or exploit it for commercial gain, then:

## *Intellectual Property*

- a) the Employer assumes the responsibility for protection and/or exploitation of the PIP. This may include, but is not limited to, application for patents or other registered statutory protection, and the negotiation of sales, assignments, licences or other dispositions of that PIP. 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 PIP for commercial gain. All such steps shall be taken at no financial cost to the IPC(s) responsible for creation of the PIP;
- b) the IPC(s) shall not disclose or publish any details of the PIP for a period of twelve months following the Employer's notification to the IPC(s) of its decision to protect the PIP 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 PIP 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 PIP has not been exploited for commercial gain through a spin-off company (for example, where the PIP 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 50% of the Net Income for the previous Fiscal Year;
- e) where the PIP has been exploited for commercial gain through a spin-off company, the Employer shall remit to the IPC(s) a sum equal to 50% of the Net Income for the previous Fiscal Year as determined by Clauses 9 through 9.6 above unless a different agreement regarding share of equity in a spin-off company has been agreed to under the provisions of Clause 12.1.

- 15.1 The Employer shall seek opportunities for ongoing consultation with the IPC(s) as part of the process of determining how best to commercialize PIP 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 PIP 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 PIP that may be needed for its application, commercialization or licensing.
- 15.2 If at any time the Employer decides not to continue to attempt to protect or exploit for commercial gain the PIP 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 PIP 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 16 of this Article.
- 15.3 If at any time the Employer is not fulfilling its responsibilities to protect and/or exploit the PIP, the IPC(s) may request that the Employer transfer the rights to the PIP, 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 27 and 28 of this Article.
16. 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 15.2 or 15.3, the IPC(s) is(are) free to protect the PIP 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 PIP. This may include, but is not limited to, application for patents or other registered statutory protection, and the negotiation of sales, assignments, licences or other dispositions of that PIP. The IPC(s) shall use such efforts as he/she (they) believe(s) are reasonable in the circumstances to exploit the PIP 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 PIP 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

## *Intellectual Property*

- c) remit to the Employer a sum equal to 25% of the Net Income for the previous Fiscal Year, unless the PIP is Free Standing Computer Software PIP, in which case the IPC(s) shall remit to the Employer a sum equal to 12.5% of the Net Income for the previous Fiscal Year. In the case of computer software PIP defined under Clause 1.1 c) of this Article, the IPC(s) shall remit to the Employer a sum equal to 6.25% of the Net Income for the previous Fiscal Year.
- 16.1 If at any time following the periods specified in Clauses 12 and 13 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 PIP, then the IPC(s) shall be free to publish or disclose the details of the PIP.

### **Patentable Intellectual Property Arising from Contract Arrangements**

17. No Member shall independently 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 PIP as part of his or her Academic Responsibilities, and/or to generate PIP using University facilities.
18. 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.
- 18.1 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 PIP created under the Contract Arrangement, and shall specify which party(ies) shall have the right to protect the PIP and exploit it for commercial gain.
- 18.2 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 PIP created under the Contract Arrangement. Such period of time shall not exceed 120 days, but may be extended once by agreement of all the parties; under no circumstances may the extension exceed one year.
- 18.3 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.
- 18.4 In the case that the Member possesses sole ownership of the PIP and the exclusive right to protect the PIP and exploit it for commercial gain under the provisions of Clause 18.1 of this Article, Clauses 11 to 17, inclusive, of this Article shall apply.



- 18.5 In the case that the external body who is a party to the Contract Agreement possesses sole or partial ownership of the PIP and partial or exclusive right to protect the PIP and exploit it for commercial gain under the provisions of Clause 18.1 of this Article, if at any time the external body relinquishes its rights then, subject to any Employer rights specified in the Contract Agreement, ownership of the PIP shall revert to the Member and Clauses 11 to 17, inclusive, shall apply.
- 18.6 In the case that the Employer has sole ownership and the exclusive right to protect the PIP and exploit it for commercial gain under the provisions of Clause 18.1 of this Article, Clauses 18.6.1 to 18.6.7, inclusive, shall apply.
- 18.6.1 Full details of any PIP created by (an) IPC(s) shall be disclosed to the Employer in writing, on a form provided by the appropriate office of the Vice-President (Research). This disclosure shall be made to the Employer through the appropriate office of the Vice-President (Research) and shall be sufficiently detailed to allow an assessment of the suitability of the PIP for protection and exploitation for commercial gain. The Employer shall not disclose to a third party any information about the PIP that would jeopardize the IPC's (IPC's) ability to protect the PIP or exploit it for commercial gain, should the IPC wish or the Employer not wish to protect the PIP and/or exploit it for commercial gain.
- 18.6.2 The Employer shall, within four months of receiving the disclosure by the IPC(s), notify the IPC(s) whether it intends to seek protection of the PIP and/or seek to exploit it for commercial gain. This period may be extended by mutual consent of the Employer and the IPC(s). During this period and any extension thereof, the IPC(s) shall not make any disclosure that in any way would jeopardize the Employer's ability to protect and/or exploit the PIP for commercial gain, without the consent of the Employer.
- 18.6.3 Any decisions of the Employer not to protect PIP and/or exploit it for commercial gain, or to cease to do so under the provisions of Clause 18.6.6, are business decisions and not based on an assessment of the academic merits associated with that PIP.
- 18.6.4 If the Employer undertakes to protect the PIP and/or exploit it for commercial gain, then;
- a) the Employer assumes the responsibility for protection and/or exploitation of the PIP. This may include, but is not limited to, application for patents or other registered statutory protection, and the negotiation of sales, assignments, licences or other dispositions of that PIP. 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 PIP for commercial gain. All such steps shall be taken at no financial cost to the IPC(s) responsible for creation of the PIP;

- b) the IPC(s) shall not disclose or publish any details of the PIP for a period of twelve months following the Employer's notification to the IPC(s) of its decision to protect the PIP 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 18.6.1 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 PIP 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 PIP has not been exploited for commercial gain through a spin-off company (for example, where the PIP 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 50% of the Net Income for the previous Fiscal Year;
  - e) where the PIP has been exploited for commercial gain through a spin-off company, the Employer shall remit to the IPC(s) a sum equal to 50% of the Net Income for the previous Fiscal Year.
- 18.6.5 The Employer shall seek opportunities for ongoing consultation with the IPC(s) as part of the process of determining how best to commercialize PIP 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 PIP 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 PIP that may be needed for its application, commercialization or licensing.
- 18.6.6 If at any time the Employer decides not to continue to attempt to protect or exploit for commercial gain the PIP 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 PIP 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 unless the IPC chooses to publish the PIP, in which case it ceases to be PIP as defined in this Article.

- 18.6.7 If at any time the Employer is not fulfilling its responsibilities to protect and/or exploit the PIP, the IPC(s) may request that the Employer transfer the rights to the PIP, and any issued or pending registration for statutory protection, to the IPC(s), and the IPC(s) is (are) free to protect the PIP and/or exploit it for commercial gain in accord with the provisions of Clause 16 of this Article. Any disputes arising from the application of this Clause shall be resolved according to the provisions of Clauses 27 and 28 of this Article.

**Patentable Intellectual Property Arising from Collaborations Outside Contract Arrangements**

19. It is recognized that Members may create PIP in collaboration with other Members, or in collaboration with other members of the University community, or in collaboration with persons external to the University.
20. 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 PIP generated by the Member as part of the collaboration.
21. a) Where a Member undertakes Research where it is envisaged that the creation of PIP 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 PIP, 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 PIP 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 PIP, and any Net Income generated therefrom, will be shared between them, taking into consideration each party's obligations to the Employer and/or others.
22. a) In cases where the IPC(s) has (have) assigned rights to protect and/or exploit PIP 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 15 d) or 10 e) between the creators of the PIP 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 27 and 28 of this Article shall apply.

- b) In cases where a Member enters into a collaboration with a person external to the University where there is no Contract Arrangement governing the collaboration, Clause 11 c) shall apply if the agreement required by Clause 21 of this Article cannot be reached between the IPC and his/her collaborators and/or the employer of the collaborator(s).

### **General**

- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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**

27. 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 PIP, or from ownership of PIP 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.
- 27.1 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.
28. If any dispute between (a) Member(s) and the Employer is not resolved through the application of Clauses 27 and 27.1 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

### *Intellectual Property*

- 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 9.1 of this Article. Any other expenses incurred by a party to the dispute shall be borne by that party.

### **Previous Arrangements**

- 29. The revenue-sharing and cost-sharing provisions of this Article shall be effective on the date of ratification of this Collective Agreement and shall not be applied retroactively to PIP arrangements between Members and the Employer that were agreed to prior to this date, unless otherwise agreed to by the Member and the Employer.

## JOINT COMMITTEE

1. There shall be a Joint Committee consisting of four persons representing the Employer and four members from the Association's Bargaining Units 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 the Association's Collective Agreements; 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 either Collective Agreement, but may recommend to the Employer and the Association changes to procedures for the application of the Collective Agreements, or changes to the Collective Agreements.
7. The Joint Committee may recommend that the Employer and the Association create Joint Subcommittees to consider specific matters.
- 7.1 The co-chairs of the Joint Committee shall receive advance notice of changes in existing practices with respect to computing and information technology where required by the Article *Implications of Technology*. Where the Joint Committee so recommends, a Joint Subcommittee may be created to consider the issues in more depth and to make recommendations to the Employer, with a copy to the Association.
8. Upon expiry of this Collective Agreement the Joint Committee and any subcommittees shall cease to discuss and/or consider any matters that strictly relate to the administration, operation or interpretation of this Collective Agreement.

## LEAVE OF ABSENCE

1. With the exception of Compassionate Leave, Court Leave, Pregnancy and Parental/ 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 School(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 shall 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 or School, the Dean shall consult with the Department Chair or the School Director. 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. The written reasons shall be accompanied by a statement that the Member has the right to receive assistance and representation from the Association.
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. 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.
- 9.1 In the case of a Member on a Probationary Appointment, the Promotion and/or Tenure decision shall be postponed for one (1) year where the Member has taken a Leave of Absence of at least twenty-four (24) weeks. The letter from the Employer approving the Leave of Absence shall advise of the postponement and state that the Member may elect early consideration in accordance with Clause 15.7.1 of the Article *Promotion and Tenure*.
  - 9.2 Any record of activity in Teaching, Research, or Service during the Leave period may be included when a Member is considered for Promotion and/or Tenure.
  10. If a Leave of Absence for one year or more is denied, any grievance of the failure to grant the Leave shall begin at Step 2.

## **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 shall 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 or 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 shall be no Strike (partial or full withdrawal of services) during the term of this Agreement.
2. The Employer agrees that there shall be no Lock-out during the term of this Agreement.
3. Strike and Lock-out bear the meanings used in the Ontario Labour Relations Act, 1995, S.O. 1995, c.1, Sched. A.
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.

## 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 and currency of the Inventory Sheet 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 to 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.
- 1.1.2 Where Official File documents required by other Articles in this Collective Agreement are scheduled for removal from the Official File after a set period of time, those documents shall be removed as required and destroyed.
- 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 Official File shall not contain discrimination or harassment complaints that are unsubstantiated or that have not been filed in accordance with Clause 14 of the Article *Discrimination and Harassment*.
- 2.1.1 The documents and materials in the Official File shall include, but are not limited to, materials such as:
  - a) an Inventory Sheet that records each item in the Official File. This Inventory Sheet shall be established for each new Full-Time Member at the time of his or her Appointment. For each current Full-Time Member, the

Inventory Sheet shall be established within three months of ratification of this Agreement and shall reflect documents added to or removed from the File on or after July 1, 2007.

- b) 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;
- c) any university transcripts supplied by the Member at the time of application by the Member for his or her first Appointment;
- d) any letters of application from the Member for Appointments commencing following the ratification of this Collective Agreement;
- e) any references in support of a Member's application for an Appointment. If references are reviewed by a Member under the provisions of Clause 3 or 3.1 of this Article, all traces of each letter's place of origin and authorship shall be removed;
- f) the Member's Letter(s) of Appointment;
- g) salary and work history;
- h) 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;
- i) the Member's Annual Reports;
- j) documentation arising from the application of the provisions of the Article *Discipline*;
- k) 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;
- l) reports of annual interviews with the Dean or designate and the Member's responses to those reports;
- m) annual assessments of Members including Annual Performance Evaluations;
- n) signed letters of commendation or complaint;
- o) decisions and recommendations together with any reasons arising from personnel decision-making processes; and
- p) correspondence.

- 2.2 With the exception of the aggregate data from student evaluations present in a Member's Teaching Dossiers or Annual Reports, no anonymous material, including anonymous student complaints, 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 2.1.1 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 shall be retained by the Employer for forty working days from the date that written notification is sent pursuant to Clause 2.4. Any additions to or removals from the Official File, other than routine removals in Clause 2.4, shall be recorded on the Inventory Sheet described in Clause 2.1 a) of this Article.

### **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.
- 3.1.1 A Part-Time Member employed in more than one Faculty may have information pertaining to the Official File stored in more than one Faculty. Upon a request in accordance with Clause 3, such a Part-Time Member may access his or her complete Official File through the Office of Faculty Relations.

**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 that 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 AND PARENTAL/ADOPTION LEAVE**

### **Pregnancy Leave**

1. A pregnant Member shall be granted Pregnancy Leave of up to seventeen (17) weeks, provided she has been employed at the University for thirteen (13) weeks or more of continuous service at the time the Leave commences.
  - 1.1 Such a Leave may be initiated at any time within seventeen (17) weeks of the expected delivery date of the Member's newborn child(ren) following notification in writing to her Dean, normally three (3) months prior to the commencement of the Leave, indicating the approximate date upon which the Leave is to commence. The notice period shall not apply if the Member stops working because of complications caused by her pregnancy or because of a birth, stillbirth or miscarriage.
    - 1.1.1 In the case when a newborn is hospitalized within four (4) weeks of birth, a Member may postpone her Pregnancy Leave by the number of weeks the child is hospitalized, but the Pregnancy Leave shall be taken within fifty-two (52) weeks from the date of the birth of the child. In such circumstances the Member can apply for Compassionate Leave in accordance with Clause 3 of the Article *Income Security*.
  - 1.2 A Member is entitled to Supplemental Employment Insurance Benefits (SEIB) during her Pregnancy Leave provided that:
    - a) the Member has been employed by the University on a continuous regular basis for a period of one (1) year or more at the time the Leave commences;
    - b) the Member has a Full-Time Appointment or Standing Appointment at the time the Leave commences; and
    - c) the Member makes application, qualifies for and receives Employment Insurance Benefits.
  - 1.2.1 A Member who qualifies under the provisions in Clause 1.2 is eligible for a maximum of seventeen (17) weeks paid Leave under the conditions set out in Clauses 4, 4.1 and 4.2.
  - 1.3 A Member's Pregnancy Leave ends:
    - a) if she is entitled to Parental Leave, seventeen (17) weeks after the Pregnancy Leave began;

## *Pregnancy and Parental/Adoption Leave*

- b) if she is not entitled to Parental Leave, on the day that is the later of:
  - (i) seventeen (17) weeks after the Pregnancy Leave began, and
  - (ii) six (6) weeks after the birth, stillbirth or miscarriage.
- 2. In accordance with the Article *Income Security*, the Employer shall grant sick leave for absences from work due to illness or injury, including illness or injury related to pregnancy.
- 2.1 Members who do not meet service eligibility requirements for Pregnancy Leave or SEIB entitlements should contact the Office of Faculty Relations to discuss other possible arrangements.

### **Parental/Adoption Leave**

- 3. A Member who becomes a parent of a newborn or newly-adopted child or who takes custody of a child who is being placed for adoption with the Member, shall be entitled to Parental/Adoption Leave of up to thirty-five (35) weeks if the Member has also taken Pregnancy Leave, or of up to thirty-seven (37) weeks otherwise. Such a Member shall be granted Parental/Adoption Leave 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, subject to the following:
  - a) except where the Leave is to be taken by the birth mother of a child, the Leave shall commence no later than fifty-two (52) weeks after the day the child is born or first comes into the care or custody of the adoptive parent(s).
  - b) in cases where the Parental Leave is an extension of the Member's Pregnancy Leave, the Leave shall 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.
  - c) in the case of an adoption where the Member travels in order to bring the child into the Member's care or custody, at the discretion of the Member, the Parental Leave may commence on the date such travel begins.
  - d) in the case of where a newly-adopted child is hospitalized within four (4) weeks of the child's coming into the care and custody of the Member, a Member may postpone Parental/Adoption Leave by the number of weeks the child is hospitalized. In such circumstances, the Member may apply for Compassionate Leave in accordance with Clause 3 of the Article *Income Security*.

- 3.1 A Member is entitled to Supplemental Employment Insurance Benefits (SEIB) during his or her Parental/Adoption Leave provided that:
- a) the Member qualifies for Parental/Adoption Leave under Clause 3;
  - b) the Member has been employed by the University on a continuous regular Full-Time basis for a period of one (1) year or more at the time the Leave commences and is Full-Time at the time the Leave commences;
  - c) the Member makes application, qualifies for and receives Employment Insurance Benefits.
- 3.1.1 A Member who qualifies under the provisions in Clause 3.1 is eligible for a maximum of twenty-four (24) weeks paid Leave, inclusive of any paid Leave received under Clause 1.2.1, under the conditions set out in Clauses 4, 4.1, and 4.2.
- 3.1.2 Members who do not meet service eligibility requirements for Parental/Adoption Leave or SEIB entitlements should contact the Office of Faculty Relations to discuss other possible arrangements.

**Supplementary Employment Insurance Benefits**

4. The details of SEIB are as follows:
- a) 100% 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 Employment Insurance Benefits receivable and 95% of the salary at the time of the initiation of the Leave, paid by the Employer.
- 4.1 In no case shall the total amount of the Supplementary Employment Insurance Benefits, Employment Insurance Benefits and any other earnings received by the Member exceed 100% of the Member's salary at the time of the initiation of the Leave.
- 4.2 In the case where both parents are employees of The University of Western Ontario, the twenty-four (24) weeks may be taken by one parent or shared between the two parents.

**Payment of Benefits**

5. Where a Member is receiving benefits under the SEIB in accord with the provisions of Clause 4, 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 SEIB.

## *Pregnancy and Parental/Adoption Leave*

- 5.1 Vacation entitlement will continue to accrue while a Member is on Pregnancy and/or Parental/Adoption Leave.

### **Continuous Service**

- 6. The Leaves defined in this Article shall not be considered a break in full-time or Standing Appointment service.
- 6.1 The provisions of Clauses 1 and 3 shall be applied to a person with Preferred Status provided the person has been offered teaching during the period of his or her leave and notifies his or her Chair and Dean in writing that he or she is unable to accept the offer because he or she will be on Pregnancy, Parental or Adoption leave during the teaching term.
- 6.2 A Member or person with Preferred Status who is taking a Pregnancy, Parental or Adoption Leave under Clauses 1, 3 or 6.1 may count teaching offered to them during the period of their Leave towards eligibility requirements for maintaining or achieving Standing Appointment, Preferred Status or Membership provided the Member notifies his or her Chair and Dean in writing that he or she is unable to accept the offer because he or she will be on Pregnancy, Parental or Adoption Leave during the teaching term.
- 6.3 Any deemed teaching counted under Clause 6.2 shall be included in any determination of length of service under this Collective Agreement.

### **General Considerations**

- 7. The Promotion and/or Tenure decision shall be postponed for one (1) year for a Member who has taken a Pregnancy and/or Parental/Adoption Leave of at least twenty-four (24) weeks. A Member may elect to request early consideration in accordance with Clause 15.7.1 of the Article *Promotion and Tenure*.
- 8. Periods of Pregnancy and/or Parental/Adoption Leave shall be counted as time toward Sabbatical Leave eligibility.
- 9. Upon return to work following a Pregnancy and/or Parental/Adoption Leave, the Member shall not be penalized for her or his absence or for the fact that she or he did not perform work during such Leave. Members shall not be required to make up teaching that would otherwise have occurred during such Leave.
- 10. In the event that a Pregnancy and/or Parental/Adoption Leave coincides with some or all of a Sabbatical Leave or Modified Alternative Workload, the Member is entitled to a modification or postponement of the Sabbatical Leave or Modified Alternative Workload.

11. Members taking Pregnancy and/or Parental/Adoption Leave are not expected to work during the period of Leave. Members may, at their own option, elect to apply for research grants.
- 11.1 If a Member on Pregnancy and/or Parental/Adoption Leave has responsibility for graduate students and/or an active laboratory then the Member shall make arrangements for the supervision of graduate students and/or for compliance with lab safety regulations.
12. A Member who returns from Pregnancy and/or Parental/Adoption Leave and a Member who is eligible for, but chooses not to take, such Leave may apply for a Reduced Workload. Such an application shall not be arbitrarily denied. Such an Agreement is governed by the relevant provisions of the Articles *Reduced Workload* and *Alternative Workload*.
13. A Member may end the Leave on a date earlier than that originally set out by providing written notice to the Member's Dean at least four (4) weeks before the earlier date.

## PRIVACY

1. The Employer and the Association and its Members acknowledge that the University is subject to the application of the Freedom of Information and Protection of Privacy Act (FIPPA) R.S.O. 1990, Chap. F.31 as amended. Without derogating from the principle of institutional responsibility, the Association and its Members shall take all proper and reasonable steps with respect to information under their joint or collective control to meet obligations under this Act.
- 1.1 Notwithstanding Clause 1, on matters where the Collective Agreement provides more rigorous protections or limitations than FIPPA, the Collective Agreement shall prevail.
2. Faculty may instruct students, staff, and visitors that any video or audio recording of classroom operations requires written permission of the instructor.
3. Subject to the provisions of Clauses 1, 1.1, 3.2, 3.3, 3.4 and 4 of this Article, the Employer shall neither examine nor utilize the content of a Member's or former Member's Files without the Member's or former Member's written consent. For the purposes of this Article, Files are defined as:
  - a) records of teaching materials collected, prepared or maintained by a Member;
  - b) records respecting or associated with research conducted or proposed by a Member; and
  - c) records relating to a Member's Service activitiesin any form, under a Member's control and stored on University property.

Such Files do not include the Official File of a Member, materials pertaining to students, or official records of University committees.
- 3.1 Upon termination of a Member's employment for any reason, the Employer shall permit access, for a period of one (1) month, by the former Member or his or her legally authorized representative to his or her Files, in any form, for removing, destroying, purging, or any other purpose.
- 3.1.1 Upon termination of a Member's employment for any reason, any Files remaining after application of the provisions of Clause 3.1 shall, after a minimum of one (1) year's storage, be disposed of at the discretion of the Dean by:
  - a) offering them to the University Archives as a donation;

- b) confidential destruction; or
  - c) retaining them for internal use.
- 3.1.2 Upon termination of a Member's employment for any reason, any Files retained under Clause 3.1.1 c) shall be disposed of at a later date by the Dean by:
- a) offering them to the University Archives as a donation; or
  - b) confidential destruction.
- 3.2 Upon termination of a Member's employment for any reason, the Member, within two (2) weeks of termination, shall provide the Employer with any records of evaluation of students and any material containing the personal information of students, relevant to the Member's Academic Responsibilities and remaining in the Member's possession.
- 3.3. Notwithstanding the provisions of Clauses 3 and 3.1, the Employer shall have access to a Member's Files for the operational requirements of the University when the Member is unable to provide or consent to access to them.
- 3.4 Materials held by the Member pertaining to students shall be made available to the Employer on request:
- a) where termination of a Member's employment occurs, in accordance with Clause 3.2 above; or
  - b) where the Member is unable to provide or consent to access to student records, pursuant to Clause 3.3 above; or
  - c) as required by the Employer in order to comply with legislation or for individual student appeals; or
  - d) for the purpose of regularly scheduled progress reports.
4. The Employer shall not inspect a Member's paper files, including Files as defined in Clause 3 above, or engage in electronic monitoring or other scrutiny of any mass storage device(s) of a Member's computer(s) or of a Member's Internet, phone, photocopier data, or e-mail usage in a manner that in any way divulges, either to the Employer or a third party, the contents of the paper files or the files in any form or on the mass storage device(s), the electronic mail communications of Members, or details of Internet usage patterns, beyond the need to guard against illegal activities, the need to meet concerns about liability, the need to comply with the law or an order of a court, the need to protect the security or health of individuals, or the need to assess volume of usage for the purpose of maintaining system integrity. Where the Employer or a Member has a concern involving security or other misuse of computer equipment, the Employer shall provide clear notification of its intended activities to the affected

## *Privacy*

Members and to the Association, together with the reasons for them. This provision may be waived after consultation with the President of the Association.

- 4.1 In case of conflict between the provisions of any University privacy guidelines or policies and the provisions of this Collective Agreement, the provisions of this Collective Agreement shall apply.
5. No Member shall make confidential or proprietary information of the University available to persons who are not intended to have access to such information until made generally available to members of the public. Nor shall a Member use such information for the personal benefit of the Member or any person of his or her immediate family. Any such use of information shall be considered a conflict of interest and shall be subject to the provisions of the Article *Conflict of Interest and Conflict of Commitment*.

### **Fair Information Practices**

6. Sections I, III and IV 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 and shall continue to apply to the Employer, the Association and the Members throughout the life of this Collective Agreement, except as specified in Clauses 6.1 and 6.2.
- 6.1 In the case of conflict between the provisions of MAPP 1.23, or any successor policy, and any other provisions of this Collective Agreement, such other provisions of this Collective Agreement shall prevail. In the case of conflict between the provisions of MAPP 1.23 and/or this Collective Agreement and any relevant privacy legislation, the provisions of the legislation shall prevail. In particular, in case of conflict between the Ontario *Freedom of Information and Protection of Privacy Act* (FIPPA), or any rulings flowing from that Act, and MAPP 1.23 or successor and/or this Collective Agreement, FIPPA and such rulings shall prevail.
- 6.2 The Association shall be consulted regarding any new privacy policy or changes to MAPP 1.23, and any such change(s) shall be incorporated into this Collective Agreement, once duly approved and promulgated, subject to Clause 6.1.
7. Where the Employer contracts with a third party for the collection, storage, or handling of information which identifies (a) specific Member(s), the contract shall contain a requirement that the subcontractors shall operate in accordance with the restrictions placed on the Employer for handling such information.

### **Surveillance**

8. The Association shall be consulted regarding any new or changed policy related to electronic surveillance.



9. The Employer shall provide the Association with information on the number of cameras and general location (building, floor and department) of all known video-monitoring devices in the workplace used for the purpose of general safety and security. Such a report shall be provided quarterly in writing, or by access to a website. It is understood that these devices shall not be used for performance evaluation purposes.

## PROFESSIONAL EXPENSE REIMBURSEMENT

1. Each Member holding a Full-Time Appointment may claim Reimbursable Expenses up to a base value of \$400 for each Calendar Year, plus, for each Calendar Year, any additional amounts allocated to the Member's Professional Expense Reimbursement for that Calendar Year under the flexible benefit election (up to \$900) described in Clause 46.2 of the Article *Compensation and Benefits*. For example, should a Member allocate all of the flexible benefit credit to PER, they would have a maximum PER of \$1,300.
- 1.1 Commencing in 2013, for each Member holding a Full-time Appointment, the base value of PER shall increase by \$100 to \$500.
2. Each Member holding a Part-Time Appointment may claim Reimbursable Expenses, based on the total number of courses for which the Member has primary teaching responsibility, up to a value of \$200 for the first full course equivalent and \$67 for each additional half course to a maximum of \$602 per Calendar Year.
3. Newly-hired Members shall have access to the annual Professional Expense Reimbursement (PER) for the Calendar Year in which the appointment begins, provided they have at least six months service during that Calendar Year. Members hired after July 1, but before November 1, shall have access to one half of the annual PER for that Calendar Year.
4. Reimbursable Expenses include professional expenses incurred in the course of employment, such as:
  - 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. In the case of purchase or lease of equipment the reimbursement must constitute the full purchase or lease cost without contribution by the Member;
  - 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

## *Professional Expense Reimbursement*

- f) page and reprint charges or costs incurred in the preparation and completion of scholarly manuscripts.
- 4.1 The nature of professional activities conducted by Members varies and is dependent upon discipline. This shall be considered in assessing the eligibility of an expense.
- 5. Any material or equipment remaining after use by the Member shall be the property of the Employer.
- 6. Members who are on Sabbatical Leave may claim Reimbursable Expenses according to the terms of this Article.
- 7. 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 not be altered without sixty days notice to the Association and the Members.
- 7.1 Notwithstanding the provisions of Clause 7 of this Article, Members may submit a claim for Reimbursable Expenses at any time during the Calendar Year as long as the claim is for Reimbursable Expenses in excess of \$500.00.
- 8. Any unclaimed portion of the amounts specified in Clauses 1 or 2 above may be utilized for eligible Reimbursable Expenses incurred in a subsequent year during the term of this Collective Agreement but not beyond. Amounts specified in Clauses 1 or 2 for which a claim has not been submitted for approval by March 31, 2014, shall not be available for reimbursement of expenses.
- 9. If a Member's Reimbursable Expenses exceed the amount specified in Clauses 1 or 2 above, the non-reimbursed portion of such excess may be claimed in a subsequent Calendar Year, during the term of this Collective Agreement, but not beyond.
- 9.1 Notwithstanding the provisions of Clause 9 of this Article, in the last year of any collective agreement, a Member may submit a claim for Reimbursable Expenses incurred in the prior Calendar Year or up to March 31 of the year in which the Collective Agreement expires.
- 10. The provisions of this Article are subject to the relevant provisions of the Income Tax Act and any interpretations made by Canada Revenue Agency (CRA); the Member accepts responsibility for any subsequent adverse judgment by CRA.

## PROMOTION AND TENURE

1. Unless otherwise provided for in this Collective Agreement, 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.
  - 1.1 This Article may also be used to provide process and criteria to enable consideration for Promotion of Members with Limited-Term Appointments who are at the rank of Assistant or Associate Professor and who have Academic Responsibilities in each of Teaching, Research and Service; however, the provisions for the granting of Tenure shall not apply.
  - 1.2 For the purposes of this Article, Schools in the Faculties of Health Sciences and Schulich School of Medicine & Dentistry shall be treated in the same manner as Departments, and Directors of these Schools as Chairs.
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. The evaluation of performance in Teaching shall be based on a teaching record which may include any material deemed by the candidate to be relevant to the work of Teaching. The Chair or Dean shall formally solicit the written opinions of current and former graduate and undergraduate students and members of faculty about the candidate's performance in Teaching. The teaching record shall also include any available student evaluations of Teaching.
    - 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 and, where relevant, for the profession in question, as well as productivity. The research record may include any material deemed by the

candidate to be relevant including non-refereed articles, unpublished documents, works in progress and creative works as described in the Articles *Academic Responsibilities of Members* and *Annual Performance Evaluation*. However, in accord with Clause 3 of this Article, Promotion and the granting of Tenure by the Employer is on the basis of an established record of performance and not on the basis of potential to establish such a record; in evaluating the record of performance, unpublished documents, work in progress, and outcomes of activities in the area of Research that have not undergone peer review shall be weighted accordingly. The written opinion of at least three 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.

## *Promotion and Tenure*

- 4.3.1.1 In assessing the record of performance in Teaching, Research and Service during consideration for Promotion to the rank of Professor, any alterations achieved through the provisions of this Collective Agreement that greatly increase the balance of a Member's workload in the area of Service shall be taken into account.
- 4.3.2 Although sustained high achievement 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 report 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. This report shall be based on an annual interview between the Dean and the Probationary Member, as described in Clause 5.1 below; on consideration of the Probationary Member's Annual Performance Evaluation; and on written comments that the Dean may solicit from the Probationary Member, other Members, colleagues from the discipline within the University, and/or the Chair of the Department (if applicable). In his or her response to the Dean's solicitation of such comments, the Member may suggest the names of Members and/or colleagues in the discipline within the University from whom comments may be solicited. Where the Member does so, the Dean shall solicit comments from the individuals named by the Member.
- 5.1 No later than April 30 of each Calendar Year, the Dean, or designate, shall hold an annual interview with each of the Probationary Members in the Faculty. An important purpose of these interviews is to provide mentoring for Probationary Members and for the Member to satisfy him/herself that he or she understands the expectations for meeting the criteria for Tenure. This interview shall address the Member's progress towards generating a record of performance in each of Teaching, Research and Service sufficient to meet the criteria for Promotion and tenure, and aspects of performance in each of these three areas that need to be strengthened. This interview shall also include discussion of the Probationary Member's Annual Performance Evaluation, while recognizing that the criteria for Annual Performance Evaluation are separate and distinct from the criteria for Promotion and Tenure. This interview need not occur if the Probationary Member has already been approved for Tenure in accordance with the provisions of Clause 18.4 of this Article.
- 5.1.1 Those present at the annual interview shall be the Member, his or her Dean, or designate, and his or her Department Chair (if applicable). If the Member so wishes, and upon notice to the Dean, the Member has the right to be accompanied by a colleague from his or her Department or Faculty, or by a person appointed by the Association.

- 5.1.2 Within two weeks of this interview, the Dean, or designate, shall provide a written report of the interview to the Member. This report shall comment on the progress being made by the Member in generating a record of performance in each of Teaching, Research, and Service that is sufficiently strong to satisfy the criteria for Promotion and/or the granting of Tenure, and shall advise the Member on any aspects of performance in each of the three areas that need to be strengthened. The report shall also be placed in the Member's Promotion and/or Tenure File, defined in Clause 6.4 of this Article.
- 5.1.3 This report shall not include any additional comments or information other than a record of the discussion that took place in the interview.
- 5.1.4 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.
- 5.2 The reports produced in accord with Clause 5.1.2 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. Where applicable, the Chair(s) of the Departments where the Joint Appointment is held shall also be 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 A Promotion File shall be established by the Dean, or designate, for:
  - a) each Tenured Member at the rank of Associate Professor;
  - b) each Member with a Limited-Term Appointment eligible under the provisions of Clause 1.1 of this Article.
- 6.2 The Promotion and Tenure Committee of each Department or School or Faculty, excluding the Dean and external members, shall meet before November 30 in each year to consider the Promotion File of each Member of a Department or School or Faculty who is not already a Professor. The Committee shall provide its advice to the Dean on whether or not each such Member should be invited to undergo consideration for Promotion in the following year's cycle. In cases where the Committee advises that consideration is warranted, the Dean shall report the Committee's advice to the Member by December 20.

## *Promotion and Tenure*

- 6.2.1 The provisions in Clause 6.5 below do not apply to this process.
- 6.3 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.
- 6.4 The Promotion and/or Tenure File shall contain:
- a) a copy of the *curriculum vitae*, submitted with the Member's Annual Report unless updated by the Member before March 1 of each year;
  - b) the Letter of Appointment provided to the Member at the time of the initial Appointment, and all revised Letter(s) of 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.
- 6.5 Subsequent to any consideration of the File under Clause 6.2 of this Article and at least one week before the Committee on Promotion and Tenure meets to begin its consideration and evaluation of the Promotion and/or Tenure File, the Dean, or designate, shall add the following to the Promotion and/or Tenure File:
- a) an updated *curriculum vitae*;
  - b) a Teaching Dossier containing a teaching record as specified in Clause 3.1.1;
  - c) letters received following a public solicitation for comments on the Member's performance. Such public solicitation shall occur before the end of May of the Calendar Year in which the Promotion and/or Tenure File is to be considered by the Promotion and Tenure Committee. The soliciting document shall indicate that the purpose of the solicitation is to provide information about whether the candidate's performance of Academic Responsibilities meets the relevant criteria in Clauses 3 through 4.3.2 of this Article for Promotion and/or Tenure.
  - 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. Where possible, the number of external referees listed by the Member shall be at least three times the number of external referees to be chosen. The Dean may add names to this list, but if he or she does so, the Dean shall provide a description of the qualifications of each referee suggested and 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 and shown to the Committee prior to a decision. Where possible, at least one half of the referees shall be chosen from the Member's list. Should any prospective external referee on the Member's list be unable or unwilling to serve, the Member shall, at the Dean's request, supply another name for the list.

- (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.
  - (iv) where a Member's activities are in more than one disciplinary area, the Member may supply the list referred to in Clauses 6.5 d) (ii) and 6.5 d) (iii) of this Article in a manner that places each potential referee into one of the relevant disciplinary areas, up to a maximum of three disciplinary areas. The referees shall be selected so as to ensure representation from, and expert comment on, the relevant disciplinary areas. Where the Member elects to provide lists of external referees in more than one disciplinary area, the number of external referees listed in each disciplinary area shall be at least three times the number of referees to be chosen from that disciplinary area, where possible. Should any prospective external referee in a disciplinary area of the Member's list be unable or unwilling to serve, the Member shall, at the Dean's request, supply another name for the list.
  - v) the Dean shall also provide to the referees the criteria for Promotion and Tenure as they are set out in Clauses 3 through 4.3.2, of this Article.
  - (vi) the Dean shall provide to the referees a brief statement from the candidate if the candidate feels such a statement is necessary to convey an adequate picture of his or her achievements.
- e) any written submissions that the candidate deems relevant to the case; and

## *Promotion and Tenure*

- f) a table of contents listing all documents in the Promotion and/or Tenure File, signed by the Member and the Dean, or designate.
- 6.5.1 Once the Member has signed the table of contents referred to in Clause 6.5 f) of this Article, no further documentation shall be added to the Promotion and/or Tenure File, except as provided for subsequently in this Article, or by mutual agreement of the Member and the Dean.
- 6.5.1.1 Any letters from external referees solicited by the Dean under the provisions of Clause 6.5 d) of this Article that arrive after the table of contents has been signed by the Member and before the Promotion and Tenure Committee meets to begin its consideration and evaluation of the File shall be added to the File. In such circumstances, the Member shall be given the opportunity to examine and copy the letter(s) (subject to the provisions of Clause 6.6 of this Article) at least seventy-two hours before the Committee on Promotion and Tenure meets to begin its consideration and evaluation of the File. During this time the Member may add to the Promotion and/or Tenure File under the provisions of Clause 6.5 e) of this Article.
- 6.6 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 6.5 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.
- 6.7 It is the Member's responsibility to provide the items described in Clauses 6.4 a), 6.5 a), 6.5 b), 6.5 d)(iii) and 6.5 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, or designate, 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 within the Faculty;
  - d) one Full-Time Tenured Member appointed within the Faculty who is not a member of the Department, elected by the Members on 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 Members on 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, or designate, 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 Members on Faculty Council; and
- c) three Full-Time Tenured Members who are not appointed within the Faculty, elected by the Members on 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, or designate, of the Home Unit, who shall chair the Committee, but shall not vote except to break a tie;
- b) the Dean, or designate, of the non-Home Unit, who shall be without vote;
- c) the heads of the two academic Units in which the Joint Appointment is held (the Dean, or designate, of a Faculty without Departments or the Chair of a Department, as applicable);
- d) three members from each of the Promotion and Tenure Committees in the Units in which the Joint Appointment is held, elected by the members of each Promotion and Tenure Committee, including one member from each Committee who is not appointed within the Faculty. If the head of the Home Unit named in Clause 9 c) coincides with the Dean of the Home Unit named in Clause 9 a), then an additional Member shall be elected from that Unit's Promotion and Tenure Committee.

9.1 For Joint Appointments between a Home Unit that is not in the Schulich School of Medicine & Dentistry or is a Basic Science Department in the Schulich School of Medicine & Dentistry and a Clinical Department in the Schulich School of Medicine & Dentistry, the composition of the Joint Promotion and Tenure Committee shall be as defined in the Article *Basic Scientists in Clinical Departments*.

## Promotion and Tenure

10. Any nominating committee charged with proposing Members for election to a Committee on Promotion and Tenure shall do so with regard gender balance and to general consideration of equity of representation 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 Office of Faculty Relations, and made available on request to the Senate, the Board and the Association.
14. Each Committee shall be convened by its chair. At the Committee's first meeting, the Chair shall fully explain the requirements of committee confidentiality, shall inform the Committee of its duties under the Article *Employment Equity*, and shall inform the external members of the Committee of their special responsibilities to ensure that the Committee's process and decisions benefit from comprehensive extra-Unit scrutiny.
- 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 and a replacement shall be elected. If any Member is aware of, or suspects, a conflict of interest on the part of any Committee member, this shall be communicated immediately to the Dean in accord with the provisions of the Article *Conflict of Interest and Conflict of Commitment*. The Dean shall then follow the procedure laid out in Clauses 4 through 4.2 of that Article. Should a Dean have a conflict of interest, the Provost shall appoint a substitute.
- 14.2 Quorum shall consist of the Committee chair and four of the seven voting 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.

- 14.2.1 Any stenographic or other notes, including originals, taken during meetings of the Committee on Promotion and Tenure by someone who is not a member of the Committee on Promotion and Tenure shall be placed in the Promotion and/or Tenure File and shall be considered part of the File. This provision applies to such notes taken during any meetings of the Committee, including meetings before the Provost receives the File and meetings that may occur if the Provost returns the File to the Committee under the provisions in Clauses 18.2 and 18.3 of this Article. For the purposes of Clause 6.6 of this Article, such notes shall be treated in the same manner as letters from external referees, i.e., information enabling identification of an external referee shall be removed.
- 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. While all members shall endeavour to participate in all meetings of the Committee, members who have missed meetings shall not be excluded from future meetings. No member present at these deliberations may abstain from voting, even if such a Member has not been present at all previous meetings to consider a given File.
- 14.4 In conducting its work, a Promotion and Tenure Committee shall attend to available Files involving Tenure before attending to available Files involving Promotion only.
15. By the end of March of each year, the Dean shall review the Promotion and/or Tenure File of each Member in the Faculty who is not at the rank of Professor and who is not obliged to be considered for Tenure in the coming Academic Year. The purpose of this review is to determine whether a Member should be invited to undergo consideration for Promotion and/or Tenure in the coming Academic year. Where applicable, the Dean shall consult with the Member's Chair, and otherwise with the members of the Promotion and Tenure Committee elected from the Member's Faculty. In the case of Joint Appointments, the Dean shall also consult with the Dean and Chair (if applicable) of the Member's other Unit, and otherwise with the members of the Promotion and Tenure Committee elected from the Member's Faculties.
- 15.1 In the case of a Member who is a Probationary Assistant Professor and will be entering the last year of his or her Appointment, the Dean shall initiate the consideration for Promotion and Tenure, so that the items described in Clause 6.5 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 will be entering 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 6.5 can be added to the Promotion and/or Tenure File.

## *Promotion and Tenure*

- 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 In the case of early consideration for Tenure, 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 6.5 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 by the end of March of the third year of the Appointment, and must be accompanied by the items referred to in Clause 6.5 that are reasonably available at the time. The remaining items, for example those specified in Clause 6.5 c) and d), shall be solicited by the Dean and added to the File as they become available.
- 15.4.1 In the case of early consideration for Promotion and Tenure, 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 6.5 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.
- 15.4.2 Subject to Clause 15.5.1 of this Article, a Member with a Limited-Term Appointment who is an Assistant Professor may, in or after the fifth year of the Appointment, apply for consideration for Promotion; however, if the Member has established an outstanding record of performance in Teaching and Research, the Member may make this request in the third year of the Appointment. In either case, such requests must be made in writing by the end of March of the year before consideration, and must be accompanied by those items referred to in Clause 6.5 that are reasonably available at the time. The remaining items, for example those specified in Clause 6.5 c) and d), shall be solicited by the Dean and added to the File as they become available. Any subsequent application shall be made no earlier than three years following the

previous application. Should the Member's Appointment end and not be renewed while the File is under consideration, consideration of the File shall also end.

- 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 6.5. 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.
- 15.5.1 In the case of a Member with a Limited-Term Appointment who is an Assistant Professor or Associate Professor eligible for consideration for promotion under the provisions of Clause 1.1 of this Article, if the Dean, in consultation with the Department Chair (where applicable) determines that consideration for Promotion to Associate Professor or Professor may be initiated, the Dean shall invite the Member to submit the items referred to in Clause 6.5 that are reasonably available at the time. The remaining items, for example those specified in Clause 6.5 c) and d), shall be solicited by the Dean and added to the File as they become available. If the Member does not supply the available 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 shall be made in writing by the end of March, and shall be accompanied by the items referred to in Clause 6.5 that are reasonably available at the time. The remaining items, for example those specified in Clause 6.5 c) and d), shall be solicited by the Dean and added to the File as they become available. 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.
- 15.6.1 In the case of a Member with a Limited-Term Appointment who is an Associate Professor eligible for consideration for promotion under the provisions of Clause 1.1 of this Article, the Member may request that consideration for Promotion to Professor be started. Such a request must be made in writing by the end of March, and must be accompanied by the item referred to in Clause 6.5 that are reasonably available at the time. The remaining items, for example those specified in Clause 6.5 c) and d), shall be solicited by the Dean and added to the File as they become available. Any subsequent request shall be made no earlier than three years following the previous request.
- 15.7 Notwithstanding the provisions of this Article that require a Member be considered in the sixth year of a Probationary Appointment at the Assistant rank, or in the third year of a Probationary Appointment at the Associate rank, where a Member in a Probationary Appointment has taken an Employer-

## *Promotion and Tenure*

approved Leave of Absence of more than 24 weeks, or a Leave in excess of 24 weeks under the provisions of the Article *Pregnancy and Parental/Adoption Leave*, the Member's Probationary Appointment shall be extended by one year for each Leave in excess of 24 weeks.

- 15.7.1 Notwithstanding the extension provided in Clause 15.7 of this Article, a Member may elect to be considered for Tenure, and where applicable, Promotion, in what would have been the final year of his or her Probationary Appointment but for the Leave(s) taken; such an election must be made by the Member in writing to the Dean before the end of March of the calendar year in which the consideration would commence.
- 16. 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, and relevant subsections of 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 and their relevant subsections.
  - 16.1 Should the Committee be considering a negative recommendation or have concerns about the candidate's record of performance, it shall request, in writing, additional information from the candidate. The chair shall forward this request to the candidate, and both the request and any information received within two weeks of the request shall be added to the Promotion and/or Tenure File. If, upon considering the additional information, the Committee is still considering a negative recommendation, the Committee must request, in writing, a consultation with the candidate. Each of these letters shall include a statement that the Member may be accompanied by an Academic Colleague or Association representative at the consultation meeting.
    - 16.1.1 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. Only those issues identified in the letter may be discussed during the consultation. This statement shall be added to the Promotion and/or Tenure File.
    - 16.1.2 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.
      - 16.1.2.1 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.
    - 16.1.3 Should the Member so wish, and upon notice to the Dean, 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.



- 16.1.4 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.
- 16.2 A Member may withdraw his or her File from consideration by the Promotion and Tenure Committee at any time prior to the Committee's formulation of its recommendation. Such withdrawal must be in writing and submitted to the Dean. In such a case, the Member's 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 6.5 d) of this Article.
  - 16.2.1 In the case of a Member who is a Tenured Associate Professor and who withdraws his or her File from consideration under the provisions of Clause 16.2 of this Article, the Member may subsequently request consideration for Promotion to Professor no earlier than three years following the previous request.
  - 16.2.2 In the case of a Member who is in a Probationary Appointment, and who is being considered in the last year of his or her probationary period, and who withdraws his or her file from consideration by the Promotion and Tenure Committee under the provisions of Clause 16.2 of this Article, the Member's employment at the University shall cease at the end of the Member's Probationary Appointment.
  - 16.2.3 The Dean shall be released of the obligations of Clause 6.5 a)-f) of this Article if a candidate withdraws his or her File before the Committee commences its consideration of the File.
- 17. For Files involving Tenure, 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 that shall relate directly to the provisions of Clauses 3 through 4.3.2 of this Article, in the Promotion and/or Tenure File and forward the File to the Provost. For Files involving Promotion only, this deadline shall be November 15. These deadlines may be extended if the application of Clause 16.1 of this Article makes an extension necessary. In all cases where the process specified in Clause 16.1 has not occurred, the Provost shall review Files involving Tenure as they are received, and in advance of Files for Promotion only. Thus, the timelines stated in subsequent clauses shall apply primarily to Files involving Tenure; however, every effort shall be made to review Promotion-only Files in a timely manner.
  - 17.1 In reaching their recommendations, the Promotion and Tenure Committee and Committee Chair shall attend strictly to the criteria for Promotion and Tenure as they are set out in Clauses 3 through 4.3.2 of this Article and shall consider only matters that are part of the Promotion and/or Tenure File.

## *Promotion and Tenure*

- 17.2 The recommendation of the Committee, including reasons, shall be written by a member of the Committee other than the Committee Chair. Where the Home Unit of the Member being considered for Promotion and/or Tenure is a Department or a School, the Committee's recommendation and reasons shall be written by the Home Unit Department Chair or School Director, respectively. Where the Member's Home Unit is a Faculty without Departments or Schools the Committee's recommendation and reasons shall be written by a member of the Committee who has been elected by the members of the Committee to undertake this task. The Committee shall discuss the recommendation letter's content, and a draft of the letter shall be made available to Committee members for comment. All members of the Committee shall be provided with an opportunity to review and sign the Committee's recommendation to acknowledge that it is an accurate rendering of the Committee's decision.
- 17.3 A copy of the recommendations of the Committee and the Committee Chair shall be sent to the Member and, where applicable, to the Member's Department Chair or School Director at the same time as the letter is sent to the Provost.
- 17.4 These recommendations shall not be grievable, except as part of a Grievance initiated according to Clause 18.4.1 below.
- 17.5 In the case of a Joint Appointment between two Faculties, the Committee Chairs shall provide separate recommendations for inclusion in the Promotion and/or Tenure File.
18. The Provost shall review the Promotion and/or Tenure File and consider the recommendations of the Committee on Promotion and Tenure and of the Committee Chair.
- 18.1 The Provost may consult the Vice-Provost (Academic Planning, Policy and Faculty) and/or the Vice-President (Research and International Relations) regarding the File. Any such consultation shall be documented in writing, and this record shall be forwarded to the Member and to the Committee, and shall be included in the Promotion and Tenure File.
- 18.2 If the Provost determines that the File is incomplete, or if the Provost requires additional information in order to arrive at a decision, or if the Provost has other concerns about the recommendation of the Promotion and Tenure Committee and/or the Dean, the Provost may consult with the Dean and, if the Provost considers it appropriate, return the File to the Committee with a written statement describing matters of concern, which shall relate directly to the provisions of Clauses 3 through 4.3.2 of this Article, within six weeks of receipt of the File. A copy of this written statement shall be provided to the Member and shall be added to the File. The Member shall have two weeks from receipt of the written statement to provide the Promotion and Tenure Committee with any information that may be required to respond to the Provost's concerns.

Such information shall be in writing and placed in the File. The Committee and Dean shall consider the Provost's concerns and any additional information that has been placed in the File in accord with the provisions of this Clause. Following this consideration, the Committee chair shall forward the Committee's response, along with his or her own response, to the Provost within an additional two weeks.

- 18.3 If the Provost is considering denial of a recommendation from the Promotion and Tenure Committee for the granting of Tenure, the Provost shall return the File to the Committee with a written statement describing matters of concern, which shall relate directly to the provisions of Clauses 3 through 4.3.2 of this Article, within two weeks of his or her receipt of the Committee's response provided in Clause 18.2 of this Article, or within six weeks of receipt of the File if the provisions of Clause 18.2 have not been applied. A copy of this written statement shall be provided to the Member and shall be added to the File. The Member shall have two weeks from receipt of the written statement to provide the Promotion and Tenure Committee with any information that may be required to respond to the Provost's concerns. Such information shall be in writing and placed in the File. The Committee and Dean shall consider the Provost's concerns and any additional information that has been placed in the File in accord with the provisions of this Clause. Following this consideration, the Committee chair shall forward the Committee's response, along with his or her own response, to the Provost within an additional two weeks.
- 18.4 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 or School Director (if applicable), in writing and with reasons, which shall relate directly to the provisions of Clauses 3 through 4.3.2 of this Article, within six weeks of receipt of the Committee's recommendation or within two weeks of the Committee's subsequent response in either Clause 18.2 or 18.3 of this Article. If the Provost denies the recommendation of the Committee, a copy of the Provost's notification shall also be sent to the Association.
- 18.4.1 Any Grievance of this decision shall be commenced at Step 2, according to the provisions of the Article *Grievance and Arbitration*. For any Grievance of the decision which is proceeding to Step 3 (Arbitration), the Employer shall provide to the Association's Grievance Officer a complete record of all the Promotion and/or Tenure applications and decisions in the Unit for the most recent five (5) years.
- 18.4.2 Where the grounds for a Grievance of this decision are based in whole or in part on allegations of discrimination, as defined in the Article *Discrimination and Harassment*, the procedures of this Article and the Article *Grievance and Arbitration* shall apply in place of those in the Article *Discrimination and Harassment*.

## *Promotion and Tenure*

- 18.4.3 Without in any way limiting the powers of an arbitrator or an arbitration board under the Ontario Labour Relations Act, 1995, S.O. 1995, c.1, Sched. A with respect to any matter covered by this Collective Agreement, in arbitrations pursuant to this Article, the arbitrator or arbitration board shall have the jurisdiction to examine and grant a remedy on any aspect of the process or decision leading to the Grievance, including but not limited to substantive or procedural errors, and/or bias or reasonable apprehension of bias.
- 18.4.4 In arbitrations pursuant to this Article an arbitrator or arbitration board shall not have the power to award Promotion or Tenure, but may prescribe other remedies, including but not limited to extension of the probationary period and/or remitting the case for reconsideration, possibly with different material and/or different assessors.
- 18.4.5 In arbitrations pursuant to this Article, and in any reconsideration of the case, no materials shall be added to the record of performance in Teaching, Research and Service after the Provost's decision in Clause 18.3 of this Article except by agreement of the Parties or as a consequence of an award or interim ruling of an arbitrator.
19. In the case of Probationary Appointments considered pursuant to Clauses 15.1 and 15.2, 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.
- 19.1 In the case of Probationary Appointments considered prior to the final year of Appointment under Clauses 15.3 or 15.4, 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 Promotion and/or 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 6.5 d) of this Article and applicable to this initial consideration for Promotion and/or Tenure. The Provost's written reasons 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.
- 19.2 The provisions in Clauses 19 and 19.1 of this Article are subject to the outcome of any Grievance referred to in Clause 18.4.1 of this Article.
- 19.3 Where a Member on a Probationary Appointment has a Grievance arising from Clause 18.4.1 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 at least to the end of the Academic Term in which the Arbitrator's decision is released.

- 19.3.1 Where a Member chooses not to grieve the denial of Tenure, he or she shall be entitled to a one-year, Limited-Term, extension of appointment with no change in terms and conditions except by mutual agreement.
20. Following the Employer's notification described in Clause 18.4, the disposition of the Promotion and/or Tenure File shall be as follows:
- a) in the case of the Promotion and/or 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 18.4.1 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) if the Member has not been promoted, the File shall continue as the Promotion File 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*.
  - c) in the case of Members in Limited-Term Appointments:
    - (i) if the Member has been promoted to Professor, the Promotion File shall be retained by the Employer for a period of seven years and then destroyed.
    - (ii) if the Member has not been promoted, or if the Member has been promoted to Associate Professor, the File shall continue as the Promotion File 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*.
21. 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/or Tenure Files considered 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;

### *Promotion and Tenure*

- 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 requesting consideration for Promotion and Tenure under Clause 15.4 of this Article;
- e) the number of Tenured Associate Professors invited to undergo consideration for Promotion under Clause 15.5 of this Article;
- f) the number of Tenured Associate Professors requesting consideration for Promotion under Clause 15.6 of this Article; and
- g) the number of eligible Members in Limited-Term Appointments undergoing consideration for Promotion under Clauses 15.4.2, 15.5.1 and 15.6.1.

21.1 For each set of data, also sorted in the same fashion, the Committee recommendations made under Clause 17 of this Article shall also be summarized, along with the Employer's decisions under Clause 18 of this Article.

## RECOGNITION

1. The Employer recognizes the Association as the sole and exclusive bargaining agent for those defined as members of the Bargaining Unit under Clause 2 of this Article.
2. Members of the faculty bargaining unit shall be all persons who are employed as members of the academic staff at the University of Western Ontario, in the City of London (except those listed in Clause 3 of this Article) and who:
  - a) hold a full-time academic appointment; or
  - b) are Part-Time Members as defined in Clause 1.4.2 of the Appointments Article.
3. The following shall not be eligible for membership in the faculty Bargaining Unit nor subject to this collective agreement:
  - 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 within the Office of Faculty Relations;
  - d) persons employed in a professional capacity as per Subsection 1(3)(a) of the Labour Relations Act;
  - e) 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.
  - f) 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;

## *Recognition*

- g) 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;
- h) persons for whom a trade union held bargaining rights at the University of Western Ontario as of February 24, 1998;
- i) retired academic staff except insofar as such persons come within the bargaining unit independently of their status as retired academic staff;
- j) clinical faculty with clinical academic appointments except insofar as such persons come within the bargaining unit independently of their clinical academic appointments.



## REDUCED WORKLOAD

1. A Reduced Workload is one in which the Workload of a Full-Time Member is reduced from Full-Time to less than Full-Time but on a regular basis. Reduced Workload 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 Workload. However, only one of Teaching, Research or Service may be excluded from the Member's Workload under Reduced Workload.
3. A Member may apply to the Dean (through the Chair or Director, if applicable) for Reduced Workload. The Dean shall not arbitrarily withhold approval, and any decision by the Dean not to approve the application shall be accompanied by written reasons. The Dean's response shall be sent to the Member within twenty (20) working days of receipt of the Member's application. The Dean's approval of the application shall be contingent on agreement of the Member and Dean (and Chair or Director, if applicable) to the provisions of the proposed Reduced Workload. These provisions shall accompany the approval and shall specify the period of the Reduced Workload, the proportion of Reduced Workload to Full-Time Workload, duties during the period of Reduced Workload, extensions to the probationary period, provisions for annual performance evaluation during and after the period of Reduced Workload, the rate of accrual of Sabbatical Leave eligibility during the period of Reduced Workload, and the level of salary and benefits during the period of Reduced Workload including during any Sabbatical Leave.
  - 3.1 Members shall apply in writing at least six months before any Reduced Workload is to take effect. Application made less than six months before the proposed change will be considered only in cases of unforeseen circumstances.
4. A Member's Dean may initiate discussion of a possible Reduced Workload for a Member at a meeting with the Member convened for the purpose, or at a meeting convened in accord with the provisions of Clause 12.3 of the Article *Annual Performance Evaluation*. Following such a discussion, a Member's Dean may propose (through the Chair or Director, if applicable) a Reduced Workload. 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 Workload 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.
  - 4.1 Such a proposal shall be made at least six months before the proposed Reduced Workload is to take effect.

## *Reduced Workload*

5. If the Member and Dean (and Chair or Director, if applicable) agree on the provisions of the proposed Reduced Workload those provisions, including the provisions required by Clause 3 of this Article, shall be confirmed in writing and signed by the Member, Chair or Director (where applicable) and Dean. Where the Reduced Workload is less than 50%, the written agreement shall include notice that participation in the Long Term Disability Plan is not available.
- 5.1 An initial period of Reduced Workload 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.
- 5.2 An initial period of Reduced Workload may be followed by additional periods of Reduced Workload. Application for such additional period(s) of Reduced Workload must be made in accord with the provisions of this Article and must be made in writing at least six months in advance. Approval of such application(s) shall not be arbitrarily withheld, and any decision not to approve the application shall be accompanied by written reasons. 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.
6. The signed agreement produced in accord with the provisions of Clause 5 of this Article shall be forwarded to the Provost or Vice-Provost for final approval on behalf of the Employer. Such approval shall not be arbitrarily withheld and any decision by the Employer not to approve the proposal shall be accompanied by written reasons. The Employer's decision shall be forwarded to the Dean (and Chair or Director, if applicable) and to the Member within twenty (20) working days of receipt of the signed agreement referred to in Clause 5 of this Article. A copy of each approved proposal shall be sent to the Association.
7. 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 or Director (if applicable) and the Dean no later than the beginning of the second year of 50% Reduced Workload.
8. The level of salary in a Reduced Workload shall be prorated to reflect the proportion of Reduced Workload to Full-Time Workload.
9. The amounts of any salary increases shall occur *pro rata* based on the relationship as in Clause 8 above. Any percentage increases in salary shall be applied as a percentage of the Member's pro-rated salary. Salary payments shall continue to be made on a monthly basis over twelve months.
10. Provided that the Reduced Workload is at least 50% of Full-Time Workload, 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 8 above, except as specified in Clause 11, 11.1 or 11.2 below.

- 10.1 Notwithstanding Clauses 10 and 11.2, a Member on a Phased Retirement arrangement with an average workload of at least 50% over the period of the Phased Retirement shall be eligible for benefits under Clause 10.
- 11. Subject to Canada Revenue Agency regulations, for those Members with at least 50% of Full-Time Workload who are over age 55 and with ten or more years of full-time service when beginning the period of Reduced Workload, 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.
- 11.1 If a Member reaches age 55 during the period of Reduced Workload, benefits shall continue on a *pro rata* basis as in Clauses 10 or 11.2 for the balance of the Reduced Workload.
- 11.2 A Member with a Reduced Workload of less than 50% of Full-Time Workload may participate in all group insurance plans, excluding the Long-Term Disability Plan, at his/her own cost.
- 12. Vacation and Sick Leave entitlement shall be on a *pro rata* basis as in Clause 8 above.
- 13. At the Member's discretion, any or all of the benefits other than those specifically covered by Clauses 11 and 11.1 which may be in force at the time of application for a Reduced Workload 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* or reduced benefit.
- 14. Notwithstanding that Sabbatical Leave eligibility may have accrued, in full or in part, during a period of Reduced Workload, a Member who is not in a Reduced Workload and who is on Sabbatical Leave shall receive salary in accord with the provisions of Clause 8 of the Article *Sabbatical Leave*.
- 15. Members on Reduced Workload shall be eligible for consideration for reappointment, Promotion and Tenure.
- 16. Requests for amendments to the Reduced Workload shall follow the foregoing procedures.
- 17. Any grievance of failure to meet timelines specified in this Article shall begin at Step 2.

## **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.
- 1.1 A Member's notice of resignation is irrevocable, except by mutual agreement of the Member and the Dean.

### **Retirement**

2. Effective July 1, 2006, there shall be no mandatory retirement date for Members whose sixty-fifth birthday occurs on or after that date.
- 2.1 A Member's Normal Retirement Date is deemed to be the July 1 that coincides with or immediately follows the Member's sixty-fifth birthday.
- 2.1.1 A Member's notice of retirement is irrevocable, except by mutual agreement of the Member and the Dean.
- 2.2 A Member is eligible to retire at any time within ten years before the Normal Retirement Date, and on any July 1 subsequent to Normal Retirement Date.
- 2.3 Subject to applicable legislation, where a Member is to retire on his or her Normal Retirement Date or any July 1 prior to that date, he or she may elect to retire on the preceding June 30 in order to unlock eligible pension contributions and accumulated investment.

### **Post-Retirement Benefits**

3. Members who were Full-Time Members on June 30, 2007, must have five years of Full-Time service in order to receive Post-Retirement Benefits if they retire. Members who became Full-Time Members on or after July 1, 2007, must have ten years of Full-Time service in order to receive Post-Retirement Benefits if they retire.
- 3.1 Effective July 1, 2007, the Post-Retirement Benefit Plan for future retirees will consist of:
  - a) Employer-paid life insurance of \$15,000;
  - b) Health, Dental, Visioncare and Extended Medical expense reimbursement in accordance with the Group Benefits contract in effect for retired Members on July 1, 2006, with the following exceptions:

- i) the definition of a dependent child shall change to include only those under the age of 21 unless the child is registered as a full-time student in which case the child must be under the age of 25. A mentally or physically infirm child will continue to be eligible for coverage in accordance with the Benefits contract effective February 1, 2003 for the Faculty Retiree Group.
  - ii) that emergency out-of-country coverage be limited to trips of 60 days or less.
- 3.2 Subject to Clause 2.3, Members who are eligible to retire and who wish to retire with Post-Retirement Benefits shall do so on a July 1, and shall do so on at least 12 months written notice to the Member's Dean. Upon request of a Member, the Provost, on the recommendation of the Dean, may waive or modify this notice period and may agree to retirement with Post-Retirement Benefits prior to a July 1 on compassionate grounds.
- 3.2.1 A Member's notice of retirement with post-retirement benefits is irrevocable, except by mutual agreement of the Member and the Dean.
- 3.2.2 Notwithstanding Clause 3.2, Members in Limited-Term Appointments who are eligible to retire and wish to retire with Post-Retirement Benefits shall do so on at least 12 months written notice to the Member's Dean. Upon request of a Member, the Provost, on recommendation of the Dean, may waive or modify this notice period and may agree to retirement with Post-Retirement Benefits without 12 months notice on compassionate grounds. In the case of non-renewal of the Limited-Term Appointment, the Member may elect to retire without 12 months notice, and provided they are otherwise eligible, may retire with Post-Retirement Benefits.

#### **Phased Retirement**

- 4. Full-Time Probationary and Tenured Members with ten years of Full-Time service, and Members in a Limited-Term Appointment created under Clause 1.1 of the Article *Transition Provisions* of the 1998-2002 Collective Agreement (Permanent Members), who are within ten years before their Normal Retirement Date shall have the right to phase their retirement using the provisions of the Article *Reduced Workload*.
- 4.1 A Member choosing to phase his or her retirement may do so by giving written notice to his or her Dean at least twelve months in advance of the July 1 on which the Member plans to begin Phased Retirement.
- 4.2 Members choosing to phase their retirement shall do so over a three-year period. A Member's Responsibilities over this three-year period shall be between 150% and 200% of a Full-Time annual workload, with a maximum and minimum workload in any one of the three years of 75% and 25%, respectively.

## *Retirement and Resignation*

- 4.3 Phased Retirement arrangements (including, but not limited to, reduction of workload in each year of the phase period and consequent reduction in salary, workload balance during the phase period, Sabbatical Leave accrual rate and level of pay while on Sabbatical, Pension contributions and benefits coverage) shall be determined using the provisions of the Article *Reduced Workload*.
- 4.3.1 A Member shall, in each year of the Phased Retirement, have a Normal Workload, pro-rated in each area of Responsibility to reflect the degree of Reduced Workload, unless altered through the provisions of the Article *Alternative Workload*.
- 4.3.2 Once the Phased Retirement arrangements have been agreed to, these arrangements and the Member's choice to phase his or her retirement shall be irrevocable except by agreement between the Member and his or her Dean.
- 4.3.2.1 Such arrangements shall include the Member's election under Clause 4.3.4 of this Article.
- 4.3.2.2 Upon request of a Member who is in Phased Retirement, the Dean may approve retirement before the end of the Phased Retirement period on compassionate grounds.
- 4.3.2.3 A Phased Retirement shall end on a July 1. Notwithstanding, in accordance with Clause 2.3, a Member may elect to have the Phased Retirement end on the preceding June 30 in order to unlock eligible pension contributions and accumulated income.
- 4.3.3 As specified in the Article *Reduced Workload*, Group Benefit coverage during Phased Retirement shall continue as though the Member is not in a Reduced Workload, except that Long Term Disability shall be based on the Member's reduced salary (exclusive of the Phased Retirement Supplement) in each year of the Phased Retirement and shall be payable only up to the date at which the Phased Retirement ends, or, if earlier, the Member's Normal Retirement Date.
- 4.3.4 A Member on Phased Retirement shall receive a Phased Retirement Supplement equal to a minimum of 50% of the Member's Base Salary immediately before the commencement of the Phased Retirement. The Member shall elect to receive the Phased Retirement Supplement in one of the following three forms:
- a) as a Retiring Allowance paid at the end of the Phased Retirement period and sheltered to the extent possible under Income Tax Act Retiring Allowance transfer regulations;
  - b) as a Retiring Allowance paid at the end of the Phased Retirement period in an amount equal to the maximum amount transferable to an RRSP under Income Tax Act Retiring Allowance regulations, with the balance

paid as T4 income in three equal instalments at the beginning of each year (i.e., July 1) of the Phased Retirement period.

- c) as T4 income in three equal instalments at the beginning of each year (i.e., July 1), of the Phased Retirement period.

4.3.5 A Member on Phased Retirement shall not undertake any other University employment (including, but not limited to, a Limited-Duties Appointment) during the Phased Retirement period.

4.3.6 A Member on Phased Retirement cannot begin taking his or her pension derived from regular contributions to the University's Academic Pension Plan during the Phased Retirement period.

### **Professor Emeritus/Emerita Designation**

5. Each Member who has held a Full-Time Appointment for at least five years at the rank of Associate Professor or Professor, and retires shall qualify for the designation of "Professor Emeritus/Emerita." Such Members shall be granted the appropriate "Emeritus/Emerita" designation and shall hold this designation, for life, subject to the conditions outlined hereafter. Candidates have the right to decline this designation by written notification to the President.

5.1 The conferring of the designation of 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.

5.2 In exceptional cases, where a Member does not qualify under the conditions described in Clause 5 above, or where Retirement is based on medical grounds, the Dean may make a recommendation through the Provost to the President for the conferral of the appropriate Emeritus/Emerita designation. The President shall have the authority to confer this designation.

5.3 Upon the recommendation of the Dean, a Member who retires 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 of Professor Emeritus/Emerita. The President shall have the authority to confer this designation.

5.4 All recipients of the Professor Emeritus/Emerita designation shall be accorded the following privileges, which may only be withdrawn for cause:

- a) they shall be named and identified in the calendar as Professor Emeritus/Emerita within the Departmental listing of academic staff;

## *Retirement and Resignation*

- b) they shall 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 shall be open to them on the same basis as to Members;
- d) they shall be provided with identification cards and accorded full library privileges;
- e) if available they shall 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;
- f) they shall be permitted to park free of charge at all times in designated parking lots 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 shall be mailed to the Emeritus/Emerita Professor's Home Unit.)

## **Pension Plan**

- 6. The Employer shall identify on all relevant documentation and correspondence with Members that the UWO Pension Plan is a defined contribution plan, a form of capital accumulation plan in which contributions are made by both the Employer and the Member. There shall be a clear and prominent statement in the annual pension statement that the projection of retirement income is not guaranteed.
- 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 its 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:

a) Academic Pension Plan

Employer contributions: 8.5% of Pensionable Earnings.

For Members in the Plan at the time of ratification of this Collective Agreement, Members may elect, on a one time basis to make contributions at either 1.5% or 5.5% of Pensionable Earnings. Pension contribution decisions must be recorded by June 30, 2011. Such an election shall be irrevocable.

For new members following ratification of this Collective Agreement, employee contributions shall be 5.5% of Pensionable Earnings.

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

7.3.1 Pensionable Earnings for Full-Time Members are defined as Base Salary and stipends, in accordance with past practice.

7.3.2 Pensionable Earnings for Part-Time Members are defined as T4 income.

7.3.3 Contributions to the Pension Plan shall cease at the earlier of:

- a) the end of the Phased Retirement period;
- b) a Member's actual retirement date;
- c) the date of termination of a Member's employment, and in any case at the end of the Calendar Year a Member turns age 69.

## SABBATICAL LEAVE

1. With the exception of Compassionate Leave, Court Leave, Pregnancy and Parental/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.
  - 2.1 Notwithstanding Clause 2 above, a Member who holds a Limited-Term Appointment created under Clause 1.1 of the Article *Transition Provisions* of the 1998-2002 Collective Agreement (Permanent Member) and whose Letter of Appointment assigns Academic Responsibilities in the area of Research is eligible for Sabbatical Leave.
  - 2.2 A Member who is a Department Chair or the Director of a School is not eligible to take a Sabbatical Leave during his or her term as Chair.
3. With the exception of activities pertinent to a Member's Responsibilities as a supervisor or chief advisor of graduate students, the purpose of a Sabbatical Leave is to allow an eligible 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 Full-Time 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.
  - 4.1 Subject to the provisions of Clauses 5, 6 and 7 of this Article, a Probationary Member who is being considered for Tenure is eligible to apply for a twelve-month Sabbatical Leave to begin after six years of continuous service at The University of Western Ontario in a Probationary Appointment; alternatively, and also subject to the provisions of Clauses 5, 6 and 7 of this Article, a Probationary Member who is being considered for Tenure is eligible to apply for a six-month Sabbatical Leave to begin after three years service at The University of Western Ontario in a Probationary Appointment.

- 4.1.1 While a Probationary Member may apply for a Sabbatical Leave in accord with Clause 4.1 of this Article, only Tenured Members are eligible to take a Sabbatical Leave.
- 4.2 Notwithstanding Clause 4.1.1 above, a Member who holds a Limited-Term Appointment created under Clause 1.1 of the Article *Transition Provisions* of the 1998-2002 Collective Agreement, and who has Academic Responsibilities in the area of Research shall accrue eligibility to apply for a Sabbatical Leave in proportion to the rate of accrual defined in Clause 4 of this Article. For example a Member with a 40% commitment to Research shall be eligible to apply for a twelve-month Sabbatical Leave to begin after six years of continuous Full-Time service in the Appointment created under Clause 1.1 of the Article *Transition Provisions* of the 1998-2002 Collective Agreement, and a Member with a 20% commitment to Research shall be eligible to apply for a six-month Sabbatical Leave after six years of continuous Full-Time service in the Appointment created under Clause 1.1 of the Article *Transition Provisions* of the 1998-2002 Collective Agreement.
- 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 and Parental/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 Workload* shall contain explicit provisions defining the method by which Sabbatical Leave eligibility will be calculated during the period of the Alternative Workload or Reduced Workload.
- 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.
- 7.1 The provisions of Clause 7 of this Article shall also apply to a Member who is appointed directly from a Limited-Term appointment at The University of Western Ontario, provided the Limited-Term appointment included Academic Responsibilities in the area of Research.

## *Sabbatical Leave*

8. All Sabbatical Leaves shall be for either six or for twelve months at 85% of salary, except the first after the probationary period at The University of Western Ontario, which shall be at 90% 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 with a copy to his or her Chair or Director, where applicable:
  - 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. Where the Member intends to spend more than six months outside of the Province of Ontario, the Member shall so indicate so that WSIB coverage can be continued;
  - 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.
- a) Where the provisions of Clause 13.2 below have not been applied, the Employer shall approve or deny the application by December 15 of each year, except in the case of Probationary Members who successfully apply for Promotion and/or Tenure, in which case the Employer shall approve or deny the application within two weeks of the Provost's decision with respect to Promotion and/or Tenure.

## *Sabbatical Leave*

- b) Where the provisions of Clause 13.2 below have been applied, the deadlines for approval or denial in Clause 13.1 a) above shall be extended by six weeks.
- 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 shall 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 shall 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.
- 13.3 A copy of the Member's application for a Sabbatical Leave, and any correspondence arising through the application of Clause 12 through 13.2 of this Article, shall be placed in the Member's Official File.
- 13.4 Any Grievance of this decision shall begin at Step 2, according to the provisions of the Article *Grievance and Arbitration*. For any Grievance of the decision which is proceeding to Step 3 (Arbitration), the Employer shall provide to the Association's Grievance Officer a complete record of all Sabbatical applications and decisions in the unit for the most recent five (5) years. The Parties acknowledge that for the five (5) years preceding ratification of this Collective Agreement not all records and decisions may be available.
- 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, except by mutual agreement of the Member and the Dean.
- 15.1 If a Member becomes ill or injured while on Sabbatical Leave such that the Sabbatical Leave cannot be completed, the Member may, at the Member's discretion, elect to go on Sick Leave and the provisions of Clause 6.3 of the Article *Income Security* shall apply, including the deferral of the balance of the Sabbatical Leave if more than three months are remaining.

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 Canada Revenue Agency (CRA) policy, the Employer shall agree to such a request; however, the Member accepts responsibility for any subsequent adverse judgment by CRA.
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.
- 17.1 Notwithstanding the provisions of Clause 17 of this Article, a Member may be considered for Promotion during a Sabbatical Leave as long as the Member undertakes to be available to participate in the process (for example, to provide materials for the File, to respond to requests for information or consultation by the Committee, or to respond to any concerns the Provost may have with the File). A Member may meet this undertaking by providing information or responding to concerns by e-mail or FAX, and by participating in any consultation by teleconferencing. If the Member fails to meet the undertaking, then the consideration of the File shall be terminated.
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 or she shall 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.
20. A Member on Sabbatical Leave shall be deemed to have an Alternative Workload of 10% Teaching, 90% Research and no Service.
- 20.1 Notwithstanding the provisions of Clause 20 of this Article, for the purposes of Annual Performance Evaluation a Member may opt to be deemed to have a Normal Workload. Such option shall be requested in the application for the Sabbatical Leave.
- 20.2 Notwithstanding the provisions of Clause 20 of this Article, for the purposes of Annual Performance Evaluation a Member may opt to be deemed to have an Alternative Workload in which the balance of Teaching relative to Research is increased to take into account activities pertinent to the Member's Responsibilities as a supervisor or chief advisor of graduate students. Such option shall be requested in the application for the Sabbatical Leave.

## *Sabbatical Leave*

21. If a Member has made prior agreement with the Dean to receive the same assessment as in the year prior to the Sabbatical Leave, then the Member is not required to submit an Annual Report.
22. If a Member on Sabbatical Leave plans to remain at the University for the majority of the Leave, the Member shall retain his or her assigned office and any assigned laboratory space, pursuant to Clause 4 of the Article *Working Conditions*.
23. If a Member on Sabbatical Leave has responsibility for graduate students and/or an active laboratory, and that Member plans to be off campus for the majority of the Leave, then the Member shall make arrangements for the supervision of graduate students and for compliance with safety regulations.
24. The Association agrees to recognize and enforce agreements respecting Sabbatical Leave credit between the Employer and a faculty member who is not a Member of the faculty Bargaining Unit, upon return of the faculty member to the Bargaining Unit.



## **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, Director or Dean, in the case of Faculties without Departments or Schools. In Faculties with Departments or Schools, where agreement cannot be reached between the Member and Chair or Director, 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 Full-Time Members appointed to terms of twelve months or more but who are appointed after the Academic Year commences shall make mutually agreeable arrangements, in writing, with the Chair or Director (or Dean) regarding vacation entitlements and when such vacation will be taken. The Dean shall inform the Member of this requirement in the Letter of Appointment.
  - 2.2 In the event that a Member has not submitted vacation plans to the Chair, Director or Dean, in the case of Faculties without Departments or Schools, 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 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 giving due notice, in writing to their Dean (via the Chair or Director, if applicable), to rearrange their duties as required to permit them to observe the religious obligations and practices of their faiths. For recurring religious obligations or practices, a single notice shall suffice.

## **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 work or upgrades to facilities or other similar forms of interference create working conditions that seriously impinge on a Member's ability to meet his or her Academic Responsibilities, or that create a health or safety hazard, the Employer shall endeavour to provide suitable alternative space, or shall endeavour to alleviate the interference.
  - 2.1. The Employer shall provide Members who require safety footwear relevant to their workplace an annual reimbursement for the purchase of footwear with the CSA protection markings of Yellow Patch or Green Patch. The annual amount shall be \$80 per Member and shall be requisitioned by the Member's Dean's or Chair's/Director's office upon proof of purchase. Members may choose to claim once every 2 calendar years for a total of \$160. A non-taxable payment will be made to the Member on the next regular pay period following the requisition.
  - 2.2. For Members who are required to wear safety eyewear in the course of fulfilling their Academic Responsibilities, the Employer agrees to supply such safety eyewear at no cost to the Member, including prescription safety glasses.
  - 2.3. Should construction work or upgrades or other similar forms of interference cause the Employer to decide to move the contents of a Member's office or laboratory or other work space related to the accomplishment of a Member's Academic Responsibilities, the packing and moving of all materials shall be at the Employer's expense and shall be carried out in consultation with the Member, where possible. The Employer shall take full responsibility for any loss or damage to the Member's personal belongings.
  - 2.4. Nursing Members shall have access to private facilities for the nursing and changing of infants. A pregnant or nursing Member may request accommodations to enable her to perform her Academic Responsibilities. The Member shall meet with the Chair (or Director if the Member's Home Unit is a School, or Dean if the Member's Home Unit is a Faculty without Schools or Departments) to discuss possible arrangements. Such requests shall not be arbitrarily denied.

### **Security**

3. The Employer shall provide adequate lighting on established Campus routes leading from parking areas to places of work.

### *Working Conditions*

- 3.1 Between 4:00 p.m. and 6:00 a.m., non-reserved sections of 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 in a timely manner to personal security concerns that a Member or 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. The Joint Committee may make recommendations to the Employer on such measures or may refer the discussion to the Joint Committee on Occupational Health and Safety.

### **Office and Laboratory Space Assigned to Members**

- 4. The Employer shall provide each Member with a furnished office and a mailbox. Each Member shall have access to his or her office at all times for the purpose of undertaking Academic Responsibilities, unless access is denied through the application of the provisions of this Collective Agreement, or access is denied for emergency or safety reasons. Each Member shall also have a telephone and access to a computer capable of processing and transmitting information such as Annual Reports and grade reports. 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 approval of the Chair (or Director if the Member's Home Unit is a School, or Dean if the Member's Home Unit is a Faculty without Schools or Departments). Part-Time Members may be required to share an office and a telephone. Part-Time Members sharing an office may propose a schedule identifying any times they require exclusive access to the office. In consultation with Part-Time Members concerned the Department Chair (or Director if the Member's Home Unit is a School, or Dean if the Member's Home Unit is a Faculty without Schools or Departments) shall determine a schedule for such exclusive access.
- 4.1 The Dean or designate, after consultation with the Member's Chair or Director, shall discuss any reassignment or alteration of office or laboratory space 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 Director if the Member's Home Unit is a School, or Dean if the Member's Home Unit is a Faculty without Schools or 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 Where available, each Member shall be provided with free dial up for remote access to the University computer system and the Internet.
- 5.2 Commencing December 31, 2007, access for Part-Time Members shall be granted as soon as possible following communication of acceptance of an offer of Appointment to the Employer and shall continue for three months beyond the end of the Appointment.

**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 start-up Research Grant of up to \$6,000. This award shall be identified in the Letter of Appointment provided to the successful candidate. Any unspent funds remaining when the Probationary Appointment ends shall revert to the Employer.

**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.

**Teaching Schedules**

9. The Parties acknowledge that a workable teaching timetable is necessary for the proper operation of the University and that such a timetable can have a substantial impact on the professional and personal lives of Members.
10. The Employer shall endeavour to ensure that each Full-Time Member teaching a total of at least 2 full credit courses in an Academic Year shall have at least one weekday each week free of scheduled teaching.
11. The Employer shall consider requests for additional restrictions or changes to a teaching schedule where the Member makes a request based on medical or compassionate grounds.
12. Teaching schedules shall permit adequate time for commuting between teaching venues.

## *Working Conditions*

13. Teaching assignments shall not exceed a maximum of four concurrent courses in any given term, except by agreement of the Member and his/her Chair, Director or Dean.

### **Departmental/Institutional Support**

14. 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.
- 14.1 Through each Faculty, Members shall have, within reasonable limits determined by the Member's Dean or designate, access to facilities for the printing of computer files, photocopying and facsimile facilities and basic office and teaching supplies.

### **Parking**

15. Members shall have access to parking facilities, subject to the prevailing regulations.
- 15.1 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.

### **Religious Accommodation**

16. In accord with the provisions of the Article *Vacation and Holidays*, Members are entitled, upon giving due notice, in writing to their Dean (via their Chair or Director, if applicable), to rearrange their duties as required to permit them to observe the religious obligations and practices of their faiths. For recurring religious obligations or practices, a single notice shall suffice.

## 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 *Alternative Workload*, 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. For Probationary and Tenured Members whose Teaching component of Workload constitutes at least thirty per cent of Academic Responsibilities, the credit given for the amount of graduate supervision shall not be such that it eliminates all of the Member's other Academic Responsibilities in the area of Teaching.
  - 1.2 The Workload of Full-Time Members other than those in Clause 1.1 of this Article shall consist of activities in the 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.
    - 1.2.1 Subject to the provisions of the Article *Reduced Workload*, the total individual Workload of Full-Time Members other than those in Clause 1.1 of this Article shall be equivalent in magnitude, but not necessarily in balance, to the Normal Workload of a Probationary or Tenured Member. Any changes in a Unit's Normal Workload affecting such Members shall be reflected in commensurate amendments to their Letters of Appointment.
    - 1.2.2 Subject to the provisions of Clauses 4 through 4 p) of this Article, the Workload associated with the teaching of a particular University degree credit course shall be equivalent for all Full-Time Members.
  - 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.
    - 1.3.1 Unless otherwise agreed to in a Letter of Appointment, and 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 equivalent for both Full-Time and Part-Time Members.
2. In each Unit, the specific details of the Normal Workload of Probationary and Tenured Full-Time Members shall be identified. The Normal Workload must be consistent with the operating obligations of the Unit and the University, and must have been approved by the Dean. These obligations shall include any Employer-approved participation of the Unit's Members in programs outside the Unit and shall include specified recognition of the supervision of graduate

## Workload

students as a component of Teaching. The process of identification and approval shall be as specified in Clause 3 of this Article.

- 2.1 In this Article, Unit shall mean Department or School, as applicable, or, in the case of Faculties without a Department or School structure, Faculty.
3. By April 15 of each year the Dean shall notify each Unit that it shall determine by majority ballot whether or not the existing Normal Workload for the Unit should be reviewed. All votes relating to Normal Workload shall be by secret ballot and the votes of all Members of the Unit on these matters shall be reported only as an aggregate and not on the basis of contract status or rank. Where a majority ballot is in favour of a review, the provisions of Clauses 3.1 through 3.4 shall apply; otherwise, the existing Normal Workload shall be forwarded to the Dean as a proposed, ratified Normal Workload and the provisions of Clauses 3.2 through 3.4 shall apply. Notwithstanding these provisions, the Normal Workload for the Unit must be reviewed by the Unit every three years or upon request of the Dean. Any such request shall occur at most once per year, during the month of April.
- 3.1 If, under the provisions of Clause 3 of this Article, the Normal Workload of a Unit is to be reviewed, then by May 1 of each year, each Unit shall elect a Workload Committee. This Committee shall be chaired and convened by the Chair of the Department, or the Director of the School, where applicable. In Faculties without a Department or School structure, the Committee shall be chaired and convened by the Dean; where the Dean so chooses, this duty may be delegated to an Associate Dean. 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 Unit. In Faculties with a School or Departmental structure, the Dean, or where the Dean so chooses, an Associate Dean, may also sit on the Committee.

By September 15 of each year the Committee shall:

- a) review the obligations of the Unit during the previous Fiscal Year, the current Fiscal Year, and the anticipated obligations of the Unit in the next three Fiscal Years. These include:
  - (i) the Teaching work of the Unit as described in the Article *Academic Responsibilities of Members*, including Employer-approved participation of the Unit's Members in programs outside the Unit and including Teaching work associated with graduate student supervision;
  - (ii) the Research work of the Unit as described in the Article *Academic Responsibilities of Members*;
  - (iii) the Service work of the Unit as described in the Article *Academic Responsibilities of Members*;



- b) review the teaching resources available within the Unit. These include:
    - (i) the number of Graduate Teaching Assistants available;
    - (ii) the number of Limited-Duties Appointments available;
    - (iii) the number of Full-Time Members available;
    - (iv) 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, including Employer-approved participation of the Unit's Members in programs outside the Unit; and
  - c) consider the obligations, teaching resources and past practices of the Unit, and propose in writing a Normal Workload for Full-Time Members of the Unit undertaking the normal balance of Teaching, Research and Service activities described in Clause 1.1 of this Article.
- 3.1.1 By October 1 the Committee shall propose a Normal Workload for the Unit.
- 3.2 By October 15 of each year the proposed Normal Workload shall be ratified by a majority ballot of Members of the Unit and forwarded to the Dean. 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 permits the Unit to fulfil its obligations.
- 3.3.1 By November 15 of each year, if the Dean does not agree that the proposed Normal Workload permits the Unit 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 the same or a revised version to the Full-Time Members of the Unit for ratification by a majority ballot. This revised or unrevised Normal Workload shall be resubmitted to the Dean 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 Unit 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 Unit to fulfil its obligations, the Dean shall, by January 15, identify the Normal Workload for Full-Time Members of the Unit. The Dean shall consider the teaching resources available in the Unit, past practice in the Unit, along with the obligations of the Unit in the areas of Teaching, Research and Service as a guide in the identification of the Normal Workload. In identifying

## *Workload*

the Normal Workload, the Dean shall not increase the magnitude of the sum of the Teaching and Service work in the existing Normal Workload in the Unit unless a majority ballot of the Full-Time Members of the Unit ratifies the increase.

- 3.4 The Normal Workload identified in any particular Academic Year shall apply to the following Academic Year. A copy of the Normal Workload shall be made available to Members in the Unit's office, as applicable, and an electronic copy of each Normal Workload document shall be sent to the Association by the Employer by June 1 of each year.
  - 3.4.1 Where application of the provisions of Clause 3.3.2 of this Article has led to an increase in the magnitude of the sum of the Teaching and Service work in an existing Normal Workload, and unless the Full-Time Members of the Unit have agreed otherwise through a majority ballot, the Dean shall, within two Academic Years following implementation of the new Normal Workload, return the magnitude of the sum of the Teaching and Service work to that of the pre-existing Normal Workload.
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 course, or section in multi-section courses;
  - b) the number of scheduled contact hours per course;
  - c) requirements for clinical, field, research, thesis, laboratory, studio, performance, practicum, or other academic supervision of undergraduate and graduate students;
  - d) additional preparation required for a course that is new to a Member, or new to the Unit, or substantially revised;
  - e) reduced preparation required for a course that the Member has taught before;
  - f) the relationship of teaching duties to the Member's area of expertise;
  - g) availability of marking, teaching or laboratory assistants;
  - h) requirements for supervision of marking, teaching, field, or laboratory assistants;

- i) the level (introductory, upper year, graduate) and type of instruction involved (lecture, laboratory, field, practicum, performance, clinic, seminar, reading courses, studio);
- j) the nature of the subject, including but not limited to requirements for periodic revision and update;
- k) teaching and evaluation methods, including the mode of delivery and the amount and type of marking;
- l) whether the course or field supervision is located on or off Campus;
- m) additional or reduced assignments arising from emergencies, such as the unexpected unavailability of colleagues or cancellation of courses;
- n) the total number of graduate students supervised and/or advised in a given year by a Member of the Unit, and the stage they have reached in their program of study;
- o) Employer-approved participation of the Unit's Members in programs outside the Unit, including participation in interdisciplinary programs and courses;
- p) the format or medium of delivery of the course, including the use of Information and Communication Technologies.

4.1 Subject to Clause 4.2 of this Article, the Workload of each Full-Time Member in a Unit shall be equivalent 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. For a Member with a Limited-Term Appointment with less than six years' service, the period shall not exceed the length of the remainder of the Member's Appointment.

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 equivalent 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. Any such alternative arrangements shall only alter the balance of a Member's Workload among Teaching, Research and Service, and shall not alter the magnitude of a Member's work, unless the Member has a Reduced Workload in accord with the provisions of the Article *Reduced Workload*.

4.3 Unless agreed otherwise, the per-course Workload of a Part-Time Member shall not exceed the average per-course Workload of a Full-Time Member in the same

## Workload

Unit, as calculated according to Clause 4.1 of this Article. Where such an agreement exists, the Letter of Appointment shall contain provisions for additional remuneration.

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 Any assignment of Academic Responsibilities within a Unit shall take into consideration any Employer-approved extra-Unit responsibilities elsewhere in the University, as specified in Clause 3.1 a)(i) of this Article, and Clause 6 of the Article *Academic Responsibilities of Members*.
- 5.2 The Teaching component of a Full-Time Member's Workload, after consultation with the Member, shall be assigned annually by the Member's Home Unit Dean or designate, as shall any assignable components of the Member's Workload in the area of Service. In Faculties with Departments the designate, if used, would normally be the Chair; in Faculties with a School structure the designate, if used, would normally be the Director.
  - 5.2.1 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 31 in the previous Academic Year taking into account variations of Academic Year start dates in relevant Faculties. If the May 31 date cannot be met, it is agreed that the Member shall be notified of provisional assignments and the reason(s) for the delay. For a Member with a Joint Appointment, the Dean/Chair/Director of each of the Member's Units shall agree on the assignment of Teaching and Service. In the event of a disagreement between Chairs and/or Directors, the Member's Deans shall jointly assign the Member's Teaching and Service.
  - 5.2.2 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. Members shall be given reasons for such alterations.
6. Unless specifically provided otherwise in a Letter of Appointment, Full-Time Members are employed by the University for a period of twelve months in each year, including holidays and vacations as provided for in this Collective Agreement, to carry out their Academic Responsibilities. Subject to the operating requirements of the Unit, the historical obligations of the Unit, and any arrangements in a Letter of Appointment, Full-Time Members who do not have a Reduced Workload, and who have Academic Responsibilities in the area of Teaching that are less than or equal to the magnitude of the balance of Teaching in the Unit's Normal Workload, shall, unless otherwise agreed to, normally fulfil their Teaching responsibilities, other than graduate student supervision, in two of the three Academic Terms of the Academic Year, with the exception of Members described in Clause 6.1 of this Article.

- 6.1 A Member teaching more than three full-course equivalents in an Academic Year shall have the right to request of the Dean that her or his Teaching Workload shall be distributed over the three Academic Terms. Such a request shall not be arbitrarily denied.
7. Using the provisions of the Article *Alternative Workload*, a Full-Time Member appointed to a Probationary contract of more than five years, commencing July 1, 2002, or later, may request one Academic Year during the probationary period in which only one of the Academic Terms includes assigned, scheduled Teaching duties. Such a request shall not be arbitrarily denied. The scheduling of such a Term, if approved, shall be subject to the agreement of the Member, the Unit head and the Dean. The Teaching Workload of the Member in the Academic Year in which the Term free of assigned, scheduled Teaching duties is approved would normally be one half of the Normal Teaching Workload of the Unit.
8. Using the provisions of the Article *Alternative Workload*, a Full-Time Member may request rearrangement of his or her assigned, scheduled Teaching duties so that by teaching up to one additional half course per Academic Year, the Member may have a reduced Teaching Workload in a subsequent Academic Year. Such a request shall not be arbitrarily denied. With this form of “course banking”, a Full-Time Member may plan an Academic Term free of Teaching Responsibilities (other than graduate student supervision) by accumulating sufficient credit to be released from Teaching for one Academic Term. The scheduling of such a Term, if approved, shall be subject to the agreement of the Member, the Unit head and the Dean.
- 8.1 The “course banking” described in Clause 8 of this Article may be combined with an approved Education Leave to generate an Academic Term free of Teaching Responsibilities.
9. 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.
10. At the end of each Academic Year the Dean or designate shall provide a dated report to the Members of the Unit listing the courses, or fractions thereof, actually taught by each Member and non-Member, type of Appointment of the Member or non-Member together with the enrolments in these courses, the number of graduate students for whom each Member serves as a chief advisor or supervisor, or in some other capacity involving significant commitment of time, and any Alternative Workload arrangements applying to Members of the Unit. An electronic copy of this annual report shall be sent to the Association by the Employer by December 31 following the end of the Academic Year.

## **LETTER OF UNDERSTANDING**

### **ADDITIONAL QUALIFICATIONS – EDUCATION**

The Parties agree that this Letter of Understanding forms part of the 2010-2014 Collective Agreement for the life of that Collective Agreement.

1. The Parties agree to strike a Joint Working Group to review the status of Additional Qualifications offerings and the terms and conditions of employment for AQ instructors.
2. The Joint AQ Working Group shall be comprised of three members appointed by the Employer and three members appointed by UWOPA.
3. The Working Group shall commence its work immediately upon ratification of this Letter of Understanding.
4. The Working Group shall consider and make recommendations on the following matters:
  - a) options to retain the viability and profitability of the AQ program;
  - b) instructor compensation structures;
  - c) models for course assignment priority;
  - d) use of and support for Information and Communication Technologies;
  - e) workload credit;
  - f) course authoring, revision and review provisions.
5. The Working Group shall provide its recommendations to the Association and to the Employer by March 30, 2011.
6. The Employer and the Association shall negotiate the terms and conditions for AQ instruction, which shall take effect September 1, 2011.
7. Until September 1, 2011, the working conditions for instructors of Additional Qualifications courses shall be those in effect as at June 30, 2010 with a compensation increase equal to 1.5% effective July 1, 2010 and 1.5% effective July 1, 2011.

## **LETTER OF UNDERSTANDING**

### **CENTRE FOR ENVIRONMENT AND SUSTAINABILITY (CES)**

The Parties agree that this Letter of Understanding forms part of the 2010-2014 Collective Agreement for the life of that Collective Agreement.

The following are agreed upon provisions amending Collective Agreement processes in relation to the affiliation of Bargaining Unit faculty Members with the Centre for Environment and Sustainability (CES).

#### **Appointments**

1. It is acknowledged that the Centre for Environment and Sustainability (CES) shall not offer Academic Appointments under the Collective Agreement. It is hereby agreed that under the terms and conditions herein CES may extend only offers of Affiliation. Affiliation is intended to signify that a faculty member appointed to another Unit in the University has a relationship with the CES in support of interdisciplinarity, for the purpose of holding research grants through the CES and/or for the purpose of allowing the Affiliate to be assigned Teaching or Service work in the CES.
  - 1.1 Each Member working in the CES shall have a faculty appointment in an existing academic unit (Home Unit) at the University.
  - 1.2 Using the provisions of the Collective Agreement, the Member may also have a Joint Appointment in another academic unit, in addition to an Affiliation with the CES.
2. Where a position with workload in the CES is being recruited externally, the competition shall commence with a CES Affiliation Committee consisting of:
  - a) the Director of the Centre;
  - b) the Dean of Science, or a designated Dean or Associate Dean from a Participating Faculty,<sup>1</sup> with voice but no vote;
  - c) five Affiliated Members, at least one from each of the Participating Faculties, and at least two of whom must be tenured.

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<sup>1</sup> A Participating Faculty is a Faculty which has formally committed to establishing, supporting, sustaining and advancing the CES. The current Participating Faculties are: Engineering, Science (host Faculty), and Social Science. Other Faculties may be granted Participating Faculty status subject to mutual agreement and approval by the CES Steering/Advisory Committee.

- (i) Members of the Affiliation Committee shall be elected by Affiliated Members of the CES.
- 2.1 To populate the initial Affiliation Committee, Members shall be elected by and from those Members wishing to stand on the “interested persons” list, which originated with the Interdisciplinary Initiatives proposal for the Centre.
- 3. The CES Affiliation Committee shall draft and post the advertisement, short-list applicants, consult with departments who might potentially host a preferred candidate and invite them to attend interviews, and shall make a recommendation of a candidate to the department agreeing to host the incumbent. The department’s Appointments Committee shall confirm suitability of the recommended candidate.
- 3.1 The CES Affiliation Committee shall also consider applications for Affiliation, or renewals of same.
- 3.2 Non-renewal of an Affiliation does not constitute discipline or termination of an Appointment. Any withdrawal of an Affiliation before its end date without consent of the Member must follow the procedures outlined in the *Discipline* article.
- 4. The Letter of Appointment or Affiliation shall specify what portion of the incumbent’s workload shall be performed in the Home Unit and in CES and the term of the arrangement. This may be changed only on mutual agreement of the Home Unit, the CES Director and the Dean of Science and the Member. The Letter of Appointment shall also specify what the Member’s workload balance would be if the Member’s affiliation with the CES were discontinued.
- 5. All provisions contained in the Letter of Appointment shall be consistent with clauses 8 and 8.1 in the Article Academic Responsibilities of Members.
- 6. Each Member having assigned workload in the CES shall have an affiliation appointment with the CES. The CES Affiliation Committee shall recommend who shall be affiliated with the CES, and such appointments/renewals shall be subject to the approval of the Dean of Science, and the Home Unit Dean.

### **Workload**

- 7. An Affiliated Member’s workload shall be regulated by his or her Home Unit’s Workload document. Taking on Academic Responsibilities in CES shall not increase the magnitude of an Affiliated Member’s workload.
- 8. Assignment of Work shall occur in the Affiliated Member’s Home Unit, in accordance with the Article *Workload*, subject to the commitments and restrictions set out in the Letter of Appointment/Affiliation, and shall involve consultation with the CES Director.



9. Any Reduced Workload Agreement or Alternative Workload Agreement for a Member with Academic Responsibilities in the CES must be consistent with the relevant Articles in the Collective Agreement, and be approved by both the Home Unit Dean and the Dean of Science.

#### **Annual Performance Evaluation**

10. An Affiliated Member's APE shall be carried out by the Member's Home Unit, in accordance with the Collective Agreement, except that where the Member has had assigned Workload in the CES, the Chair/Committee shall consult with the Director of CES in respect of that work.
- 10.1 The Home Unit Dean shall consult with the Dean of Science before accepting or declining the recommendation of the Chair/Committee.
- 10.2 In the case of the Director's APE, the Home Unit Dean shall chair the Committee as outlined in Clause 6.4 of the Annual Performance Evaluation Article. The Dean/Committee shall consult with the Dean of Science in respect of the Director's work.

#### **Promotion and Tenure**

11. Promotion and Tenure considerations shall occur in accordance with the Collective Agreement and shall be done by the Affiliated Member's Home Unit.
- 11.1 Where the Member has been Affiliated with CES in the five years prior to consideration, the P&T Committee shall be expanded to include the Dean of Science or designate (with voice, but no vote) and the Director of the CES (with voice, but no vote).
- 11.2 All Annual Meetings under the P&T Article for Affiliated Members with assigned Workload in the CES shall include the Director, CES or designate.

#### **General**

12. Before any appointments can be made directly to the CES, provisions for processes relating to said appointments and for the Collective Agreement processes relating to appointees would have to be negotiated between UWOFA and the Employer.

## **LETTER OF UNDERSTANDING**

### **CENTRE FOR THEORY AND CRITICISM**

The Parties agree that this Letter of Understanding forms part of the 2010-2014 Collective Agreement for the life of that Collective Agreement.

1. The selection or renewal of the Director of the Centre for Theory and Criticism ("the Centre") shall follow a process that allows all members of the Centre who are Members of the Bargaining Unit to participate in the decision through the election of Members to the Selection Committee. This process shall be similar to the process for the selection or renewal of Department Chairs as required in Clause 12 through Clause 12.4.4 of the Article *Department Chairs and Directors of Schools*.
2. For each member of the Centre who is a Member of the Bargaining Unit, the Workload Committee and the Annual Performance Evaluation Committee of the Member's Home Unit shall give due consideration to the Member's Academic Responsibilities associated with membership in the Centre in accord with the provisions of Clause 11.6 of the Article *Annual Performance Evaluation*, and Clauses 2 and 3.1 a) (i) of the Article *Workload*.
3. Prior to each Academic Year an advertisement to the University community shall be placed soliciting course proposals from qualified applicants. Course selection and Appointments shall be made by the Director only after consultation with graduate students and the Graduate Committee of the Centre.

## **LETTER OF UNDERSTANDING**

### **COMMITTEE CHAIR CONFLICTS**

The Parties agree that this Letter of Understanding forms part of the Faculty Collective Agreement (July 1, 2010 – June 30, 2014) for the life of that Collective Agreement.

Whereas from time to time the Chair of a Department, serving on an Appointments Committee or P & T Committee is in conflict relative to a matter being dealt with by the Committee;

The parties agree that where a Department Chair, duly appointed to an Appointments or P & T Committee through operation of the Faculty Collective Agreement, is in conflict with respect to a matter before the Committee:

1. The Chair who is in conflict shall remove him/herself from all deliberations in any matter in which he/she is in conflict:
2. The Members of the Unit shall elect either to:
  - a) elect, through normal balloting processes, another Member to act in the role held by Department Chair (under Appointments, clause 5.6 a) or Promotion and Tenure, Clause 7 b);
  - b) appoint in the Chair's place the person to whom the role of "Acting Chair" would fall, in the absence of the Chair.

## **LETTER OF UNDERSTANDING**

### **THE DEPARTMENT OF WOMEN'S STUDIES AND FEMINIST RESEARCH**

The Parties agree that this Letter of Understanding forms part of the 2010-2014 Collective Agreement for the life of that Collective Agreement.

1. The Parties agree that this Letter of Understanding concerns practice in the Department of Women's Studies and Feminist Research (also referred to as the "Department" in this Letter) and that practice in the Department shall remain in some ways distinct from practice elsewhere in the University.
2. All Members of the Bargaining Unit who held cross appointments in the Centre for Women's Studies and Feminist Research shall be Affiliate Members until the end of the term of their appointment created in the Centre.
3. Part-Time Members' Limited-Duties Appointments in the former Centre for Women's Studies and Feminist Research shall be recognized for the purpose of calculating eligibility for Standing Appointments in the Department.
4. For the purposes of this Letter of Understanding, Affiliate Members are Members who already hold Tenured, Probationary, Limited-Term, Externally Funded, or Visiting Appointments in other academic Units at the University who have been approved for Affiliate membership through the application of Clause 4.3 of this Letter.
  - 4.1 Affiliate Members are eligible to serve on the following Collective Agreement committees: Appointments, Promotion and Tenure, Chair Selection committees as specified elsewhere in this Letter of Understanding, and to vote for Members on those committees as expressly provided elsewhere in this Letter of Understanding.
  - 4.2 Activities of persons with Affiliate membership may include student supervision, service on student advisory or examining committees, the occasional or regular teaching of a course, service (if eligible) on Department committees as elected, and involvement in other activities of the Department. These activities are subject to the approval of the Member's Home Unit Dean(s). Affiliate Members shall submit an up-to-date *curriculum vitae* to the Department by February 15 each year; the Department may cite their Teaching and Research activities in its reports and publicity materials.
  - 4.3 Potential Affiliate Members may nominate themselves or be nominated for consideration by the Appointments Committee of the Department for Affiliate membership. Nominations shall be reviewed twice a year, on September 15 and on March 15, and shall include a letter of nomination and a current copy of the *curriculum vitae*. If the Appointments Committee decides within thirty days to

recommend a person for Affiliate membership, then the Committee shall forward the nomination and a statement concerning the activities that may be carried out by the person with Affiliate membership to the Dean of the Home Faculty. The Dean of the Home Faculty shall determine within thirty days whether to approve the statement of activities, after consultation with the Department Chair or Director, if applicable. Approval shall not be arbitrarily denied, and if approval is denied the Dean shall provide a written statement of reasons. The Dean of the Home Faculty shall forward the approved statement of activities and the nomination to the Deans of Arts and Humanities and Social Science for their decision on the Appointment Committee's recommendation. The Deans of Arts and Humanities and Social Science shall provide their decision to approve or deny the recommendation within thirty days.

- 4.4. The statement of activities approved by the Home Unit Dean shall be kept in the Affiliate Member's Official File. All contributions to the Department of Women's Studies and Feminist Research listed in the statement of activities approved by the Home Unit Dean shall be taken into account for Workload, Annual Performance Evaluation, and Promotion and Tenure purposes. For these Members, involvement in the Department shall be part of their Academic Responsibilities for the term of their Affiliate membership.
- 4.5 The term of Affiliate membership shall normally be five years or to the end of the Member's current appointment.
- 4.5.1 In the year prior to the end of a term of Affiliate membership, Members may nominate themselves or be nominated for consideration for a further term of membership using the provisions of Clause 5.3 of this Letter.
- 4.6 Before the election of Affiliate Members to Collective Agreement committees the Chair shall issue a call for nominations and shall arrange an information meeting of Affiliate Members. Elections shall be conducted by mail ballot.
5. The Chair Selection Committee of the Department shall consist of:
  - a) the Provost, or designate;
  - b) the Deans of the Faculty of Arts and Humanities and the Faculty of Social Science, who shall alternately chair the Committee. Both Deans shall be without vote, except that the presiding Dean may vote to break a tie;
  - c) when the Department has Members involved in the teaching and supervision of graduate students in a graduate program hosted by the Department, the Vice-Provost or Associate Vice-Provost of the School of Graduate and Post-Doctoral Studies;

*Letter of Understanding*

*The Department of Women's Studies & Feminist Research*

- d) four Tenured Members appointed in the Department, elected by and from the Members in the Department, the election to be administered by the Chair;
  - e) three Affiliate Members, one of whom shall be elected by and from Affiliate Members from the Faculty of Arts and Humanities, one of whom shall be elected by and from Affiliate Members from the Faculty of Social Science, and one of whom shall be elected by and from Affiliate Members from the other Faculties, the election by mail ballot to be administered by the Chair;
  - f) one Tenured Member who is not a Member or Affiliate Member of the Department, elected by the Faculty Council of Arts and Humanities;
  - g) one Tenured Member who is not a Member or Affiliate Member of the Department, elected by the Faculty Council of Social Science.
- 5.1 Subject to the provisions of Clause 5.2 of this Letter, all other provisions of the Article *Department Chairs and Directors of Schools* shall apply.
- 5.2 Where the position of Chair or Acting Chair becomes vacant, the provisions of Clause 10 of the Article *Department Chairs and Directors of Schools* shall apply, except that the Deans of Arts and Humanities and of Social Science shall together appoint the Acting Chair.
6. Where the Department elects to have an Annual Performance Evaluation Committee, such a Committee shall be established according to the provisions of the Article *Annual Performance Evaluation*.
7. The Workload Committee of the Department shall be established according to the provisions of the Article *Workload*.
8. The Appointments Committee of the Department shall be constituted as follows:
- a) the Chair or Acting Chair, who shall chair the Committee;
  - b) at the discretion of the Dean of the Faculty of Arts and Humanities and the Dean of the Faculty of Social Science, an Associate Dean (jointly chosen) with voice but no vote;
  - c) four Full-Time Tenured Members elected from and by the Full-Time Tenured Members appointed in the Department, the election to be administered by the Chair;
  - d) three Affiliate Members, one of whom shall be elected by and from the Affiliate Members from the Faculty of Arts and Humanities, one of whom shall be elected by and from the Affiliate Members from the Faculty of Social Science, and one of whom shall be elected by and from the Affiliate

Members from the other Faculties, the election by mail ballot to be administered by the Chair.

- 8.1 Joint Appointments: Appointments Committees for Joint Appointments shall be constituted in accord with Clause 7.1 of the Article *Appointments* except that the Members elected from the Appointments Committee of the Department must include one Tenured Full-Time Member appointed in the Department, and one Affiliate Member.
9. The Promotion and Tenure Committee of the Department shall consist of:
- a) the Deans of Arts and Humanities and of Social Science, who shall alternately chair the committee. Both Deans shall be without vote, except that the presiding Dean may vote to break a tie;
  - b) the Chair of the Department;
  - c) four Full-Time Members appointed in the Department elected by and from Members in the Department;
  - d) three Affiliate Members, one of whom shall be elected by and from the Affiliate Members from the Faculty of Arts and Humanities, one of whom shall be elected by and from the Affiliate Members from the Faculty of Social Science, and one of whom shall be elected by and from the Affiliate Members from the other Faculties, the election by mail ballot to be administered by the Chair;
  - e) two Full-Time Tenured Members who are not appointed within the Faculties of Arts and Humanities or Social Science and who are not Affiliate Members, one elected by the Faculty Council of Arts and Humanities and one elected by the Faculty Council of Social Science, and who have been members of a Promotion and Tenure Committee within the previous five years.
- 9.1 The composition of the Promotion and Tenure Committee for Joint Appointments shall be as provided for in the Article *Promotion and Tenure* except that one of the Members from the Department's Promotion and Tenure Committee must be an Affiliate Member.
10. The Parties understand that Members participating in the activities of the Department shall demonstrate commitment to maintaining the following mission for the Department:
- Pursue and promote research in women's studies and feminist scholarship from a variety of disciplinary and methodological approaches.

*Letter of Understanding*

*The Department of Women's Studies & Feminist Research*

- Promote interdisciplinary collaborative relationships among Faculties, Departments, and scholars at Western on initiatives in women's studies and feminist research.
  - Offer undergraduate programs that provide students with a strong background in women's studies and feminist research from a range of disciplinary and methodological perspectives.
  - Develop and maintain a graduate program in women's studies and feminist research from a range of disciplinary and methodological perspectives.
  - Pursue its goals in the recognition of the unique role it plays in the University as an interdisciplinary department and in keeping with the responsibilities entailed by that role for maintaining a strong interdisciplinary mandate.
- 10.1 Three Affiliate members, one elected by and from the Affiliate Members in each of the Faculty of Arts and Humanities, the Faculty of Social Science, and the other participating Faculties, shall be elected annually as full voting members of the Department. The election ballot is to be administered by the Chair. Only Affiliate Members are eligible to serve on Collective Agreement Committees, but Affiliate members are eligible to serve, if elected, on non-Collective Agreement Committees.
- 10.2 The Parties understand that the commitments described in Clause 10 of this Letter shall be enshrined in a Department Constitution.
- 10.2.1 The Department's Constitution shall uphold the mission of the Department.
- 10.2.2 Amendment of the Constitution may take place by mail ballot following meeting(s) (including a general meeting, not to be held between May and August, of Members and persons with Affiliate membership, such general meeting to be called with one month's notice) to discuss any amendment. Any amendment shall require a two-thirds majority vote of those appointed as full or part-time Members in the Department of Members voting and a two-thirds majority vote of those persons with Affiliate membership voting.



## LETTER OF UNDERSTANDING

### DISTANCE STUDIES

The Parties agree that this Letter of Understanding forms part of the 2010-2014 Collective Agreement for the life of that Collective Agreement.

1. Definitions:

- a) The term “Distance Studies” (DS) as used in this Letter of Understanding refers to forms of instruction offered through Distance Studies Services, however labeled, where:
  - i) instruction does not occur predominantly face-to-face where teacher and students are separated spatially such that face-to-face interaction is absent or minor, and communication is predominantly accomplished either by mail or by means of one or more Information and Communication Technologies (ICTs); or
  - ii) instruction occurs at off-campus sites in a face-to-face format with or without the use of one or more ICTs; or
  - iii) instruction occurs mediated by an ICT such that a virtual classroom is created and there are no regularly scheduled face-to-face classes.
- b) The definition of “ICT” shall be as specified in the Article *Implications of Technology*.
- c) “Course” refers to a particular version of a numbered calendar course offered for credit toward, or otherwise required for, a degree. It does not preclude the coexistence of other versions of the same-numbered course in DS or any other format.

2. Nothing in this Letter of Understanding shall be construed so as to limit the use of ICTs or traditional communications media as components in non-DS courses or other aspects of academic programming.

3. Unless assigned to a Full-Time Member’s Normal Workload, appointments for authoring of DS courses (or modifications thereto) shall be posted in Distance Studies Services and in the Department/School/Faculty in which the course is to be offered for a minimum of ten (10) working days. Simultaneously with or before the posting, all members of the Department/School/Faculty shall be sent a notification email referring to the posting. The closing date is not to be less than fifteen (15) working days from date of posting.

*Letter of Understanding*  
*Distance Studies*

- 3.1 The Director of Distance Studies Services, in consultation with the Chair/Director/Dean shall select the course author utilizing the criteria in *Appointments*, Clause 12, subject to ratification by the Appointments Committee. The Appointments Committee shall complete the ratification vote within five (5) working days following notification of the selection. First Refusal Status or First Refusal Rights do not apply in the selection, nor are they accrued through course authoring.
- 3.2 For the purpose of establishing Bargaining Unit Membership and calculating Workload, the development of a full course or half course shall be deemed equivalent to the teaching of a full or half university degree credit course, respectively.
4. The use of DS technology shall not be used to reduce, eliminate, or consolidate Full-Time faculty positions at the University. There shall be no reduction in the number of Full-Time teaching positions as a consequence of DS courses being added to the class schedule. No pre-recorded form of instruction shall be employed by the institution for the purpose of replacing faculty members, in whole or in part, regardless of the technology utilized.
5. Members whose Workload includes one or more DS courses shall have all normal rights and responsibilities set out in this Collective Agreement, except as specified in this Letter of Understanding.

**Appointment/Assignment**

6. For Full-Time Members, the teaching of DS courses shall be assigned in accordance with the Articles *Implications of Technology* and *Workload* and, unless otherwise agreed to by the Member, shall count as part of the Member's Normal Workload.
7. The teaching of DS courses, except where assigned to a Full-Time Workload as specified in Clause 6 above, shall be advertised and awarded in accordance with the provisions for Limited-Duties Appointments in the Article *Appointments*.
- 7.1 Notwithstanding Clause 7, a Member who is the author of a newly-developed complete course shall be offered an Appointment to teach that course the first time that it is taught. If such a teaching assignment is accepted, all modifications to the course made during the first offering shall be deemed to be incorporated into the original Authoring Agreement, as defined in Clause 19.

**Workload/Working Conditions/Travel Reimbursement**

8. As part of any Authoring Agreement to develop a DS course, the course developer shall receive access to training and assistance in the technical and pedagogical aspects of the development and delivery of an online course.

- 8.1 As part of any assignment to teach a DS course, the course instructor shall receive access to training and assistance in the technical and pedagogical aspects of the teaching of and delivery of an online course.
9. Enrolment maxima for DS courses shall be set by the Chair/Director, or the Dean in a Faculty without Departments, not to exceed maxima provided by Unit Workload documents.
- 9.1 For DS courses that have a class size maximum of greater than 30, and for which enrolment is greater or equal to 30 students, the instructor shall be entitled to Teaching Assistance support through his/her Unit, funded through the University's formula for Teaching Assistance support.
10. Teaching Responsibilities for a DS course as they relate to assignments, scheduling, syllabi, papers, and tests shall be equivalent to those of other sections of the same course. Grades shall be issued using the procedure prevailing in the Member's Unit.
11. In accordance with the Article *Working Conditions*, Clause 1, the Employer shall provide facilities and support within the framework of operating requirements including, but not limited to, assistance and resources for developing study guides, teaching aids, and other course materials, to enable Members to fulfil their Academic Responsibilities.
12. The Employer shall arrange and co-ordinate final examinations of off-campus students in DS courses.
13. If face-to-face final exams are to be conducted, the Member shall deliver to Distance Studies Services a clean copy of the examination material for reproduction by the date specified by Distance Studies Services. If the face-to-face final exam is to be held at the London campus site, then the Registrar's office shall deliver the examination material to the examination room. The Member shall be provided with the same number of proctors that his/her Unit would normally provide based on Senate guidelines. The Member may request additional proctors from his/her Unit. Distance Studies Services shall arrange for the proctoring of students at approved off-campus sites.
14. If a Member is required to travel, the Member shall receive reimbursement for travel in accordance with University travel reimbursement policies.
15. Notwithstanding Clause 9 e) of the Article *Academic Responsibilities of Members*, a Member teaching a DS course may elect to meet his or her office hours obligations to DS students by way of functionally equivalent online communication.

### **Technical Support**

16. The Employer shall ensure that there is technical support and assistance available to both teachers and students by phone and email during Information Technology Services (ITS) helpline hours.

### **Authoring Agreements**

17. The introduction of a new course or courses in a Unit, to be offered by Distance Studies Services, shall be subject to the Unit's normal decision making process for course introductions. This requirement shall not preclude the introduction of ICT components into courses by individual Members.
18. Course Authoring shall include the preparation of all outlines, statements of course policies and objectives, lesson plans, lecture notes, support materials, self-administered tests, discussion topics, instructions, assignments, and exams necessary to mount a course for the first time, and the selection and/or compilation of texts, readings, and/or audiovisual materials.
19. When Course Authoring is undertaken, an Authoring Agreement shall be drawn up in writing setting out the rights and responsibilities of the Employer and the Course Author. Such agreements shall comply with the provisions of this Letter of Understanding.
20. The Employer shall prepare standard templates for the development of Authoring Agreements. The Employer shall provide the Association with:
  - a) a copy of the template Authoring Agreement updated as changes are made;
  - b) a copy of any Authoring Agreement deviating from the template;
  - c) a list of Members who are presently working under Authoring Agreements including the course name and the compensation payable within one month of the end of each fiscal year.
21. Subject to the provisions of this Letter of Understanding, the Course Author shall retain copyright for all course materials, as set out in Clauses 2 and 3 through 3.3 of the Article *Intellectual Property*, including moral rights in such materials.
- 21.1 The Course Author shall clearly identify him or herself on all online course home pages as the creator and copyright-holder of the course materials, unless he or she chooses not to be so identified. Notwithstanding the above, if the current instructor is not the author of the course, he or she may request that a notice be placed on the course website to that effect. The University of Western Ontario shall be clearly identified on all online course home pages as holding a Licence for the use of the course materials.

- 21.2 It shall be the responsibility of a Course Author to provide all course materials in suitable electronic form by the agreed completion date on the Authoring Agreement.
- 21.3 Course Authors shall place course content in one of the standard DS templates for online instruction. A Course Author may ask Distance Studies Services for assistance in how course materials are to be placed online. Such assistance shall not be arbitrarily withheld.
22. The Authoring Agreement shall grant the Employer an irrevocable five year exclusive, royalty-free, non-transferable Licence to use the materials produced under the Authoring Agreement for the purposes of offering to its own students the course for which they were originally prepared. Any use of materials produced under the Authoring Agreement not included in the Licence is prohibited without the consent of the course Author.
- 22.1 The Licence shall give the Employer the right:
- a) to place authored teaching course material into another medium, including but not limited to, the transformation of textual material into audio format, or taking multimedia developed material to another medium or format;
  - b) to transfer all course materials to another learning management system, including but not limited to, Web CT or successor systems;
  - c) to allow non-authoring instructors the ability to make changes to the authored course materials; and
  - d) to change course titles, course descriptions, and course numbers to reflect current calendar copy.
- 22.2 The Course Author shall not use these materials, directly or indirectly, for any competing purpose during the term of the Licence; however, he or she may use them for the following noncompeting uses:
- a) presentations by the Course Author at scholarly or professional conferences;
  - b) publication by the Course Author of texts or articles; or
  - c) teaching by the Course Author of non-DS courses or sections of non-DS courses at The University of Western Ontario or its Affiliates.

*Letter of Understanding*  
*Distance Studies*

- 22.2.1 For clarity, the Course Author shall not use these materials, directly or indirectly, in the development or delivery of distance studies courses for any institution or entity other than The University of Western Ontario during the term of the Licence.
- 22.3 The Course Author shall be responsible for minor revisions and updating of course materials from time to time as necessary during the term of the Licence. Minor revisions may include, but are not limited to, changes to textbook editions, editing for clarity, and/or sentence level editing for content. If major revisions are required or requested by the Employer, they shall be remunerated in accordance with Clause 24.1. If the Course Author is unwilling or unable to carry out such revisions, the Employer may assign the task of revising to a third party, with the Course Author's agreement. Such agreement shall not be unreasonably denied.
23. Notwithstanding Clause 22 of this Letter of Understanding, the Authoring Agreement and Licence may be ended at any time by mutual agreement of the Employer and the Course Author.
- 23.1 Notwithstanding Clause 22 of this Letter of Understanding, if the Employer removes the course from its Calendar, or if the course is not offered for a period of two consecutive years, the Authoring Agreement and Licence shall be deemed to be terminated.
- 23.2 At the end of the Licence period, the Licence may be renewed for an additional five years or any part thereof by agreement of the Employer and the Course Author.
24. A Member who completes an Authoring Agreement or who agrees to renewal of a Licence under Clause 23.2 shall be compensated through the provision of Workload credit or direct financial compensation, as negotiated between the Member and the Employer.

## **LETTER OF UNDERSTANDING**

### **EXCHANGE OF GRIEVANCE MATERIALS**

The Parties agree that this Letter of Understanding forms part of the 2010-2014 Collective Agreement for the life of that Collective Agreement.

Notwithstanding Clause 5 of the Article *Grievance and Arbitration*, written communications between the Association and the Employer in relation to grievance and arbitration matters, including but not limited to the delivery of notices and responses, may be communicated electronically. Documents that are to be signed by either party may be signed using the electronic signature of an authorized person. The date of receipt of notification shall be documented by a "read receipt".

## **LETTER OF UNDERSTANDING**

### **IVEY SCHOOL OF BUSINESS WORKLOAD YEAR**

The Parties agree that this Letter of Understanding forms part of the 2010-2014 Collective Agreement for the life of that Collective Agreement.

The Parties agree to revise the Workload Year in the Ivey School of Business, to be August 1st to July 31<sup>st</sup>, instead of the Academic Year, as prescribed in the *Workload* article of the Collective Agreement. Due to the nature of the programs at the Ivey School of Business the program start and end dates do not coincide with the University's standard Academic and Workload Years.

All other dates and deadlines prescribed in *Workload* shall be followed as per the Collective Agreement.



## LETTER OF UNDERSTANDING

### LIMITED DUTIES CONVERSIONS

The Parties agree that this Letter of Understanding forms part of the 2010-2014 Collective Agreement for the life of that Collective Agreement.

1. The Employer shall create ten (10) Limited-Term positions for the purposes of conversion of Limited-Duties Appointments in accordance with the terms below.
2. Limited-Term Appointments shall be offered to eligible Part-Time faculty members commencing with those with the highest teaching load in the period 2002-2003 to 2009-2010 until such time as all ten (10) Limited-Term positions are filled.
3. An eligible faculty member is one who:
  - a) has taught at least two full courses under Limited-Duties Appointments in at least six (6) of the last eight (8) fiscal years (2002-2003 until 2009-2010); and
  - b) neither holds nor is retired from a full-time position at Western or elsewhere; and
  - c) has been recommended for Limited-Term Appointment by the Appointments Committee(s) in the Member's Unit(s).
4. The Limited-Term Appointment shall be initially for a two-year term. Such Appointments shall have Academic Responsibilities in the areas of Teaching and Service. Where judged appropriate by the Appointments Committee(s) and approved by the Dean(s), and where judged by the Dean(s) to be compatible with operating requirements of the Unit, the offer of a Limited-Term Appointment may also include responsibilities in the area of Research. Such appointments may be Joint Appointments or may be combined with a Reduced Workload agreement, pursuant to the *Reduced Workload* Article. Such appointments are subject to sufficient work being available.
5. The deadline for acceptance of the offer of a Limited-Term Appointment described in this Letter of Understanding shall be April 30, 2011. A Part-Time Member who declines such an offer shall not forfeit any rights or entitlements he or she has as a Part-Time Member. A Part-Time Member who accepts such an offer forfeits any rights or entitlements he or she has as a Part-Time Member.
6. The Limited-Term Appointment described in this Letter of Understanding shall, if accepted, commence in 2011-2012. This Limited-Term Appointment shall be renewable, and the grounds for non-renewal shall be as described in Clause 8.3 of the *Appointments* Article.
7. In case of non-renewal of such an Appointment, the Member shall receive two years' notice in accordance with the provisions in *Appointments*, Clause 8.4.

## LETTER OF UNDERSTANDING

### NON-TRADITIONAL UNITS

The Parties agree that this Letter of Understanding forms part of the 2010-2014 Collective Agreement for the life of that Collective Agreement.

1. The Parties recognize that there are some Non-Traditional Units and Programs in which it is not possible to observe the exact language of the Collective Agreement with regard to some of the committees and procedures mandated in various Articles of the Collective Agreement, including but not limited to, *Annual Performance Evaluation, Department Chairs and Directors of Schools, Appointments, Promotion and Tenure, and Workload*.
- 1.1 Current Non-Traditional Units include basic/clinical Departments in the Schulich School of Medicine & Dentistry; the Program in Writing, Rhetoric, and Professional Communication in the Faculty of Arts and Humanities; the Centre for Environment and Sustainability; the First Nations Studies Program; and the Bachelor of Management and Organizational Studies Program in the Faculty of Social Science.
2. In such Non-Traditional Units, although the Units and Programs shall be permitted a degree of flexibility, these Units and Programs shall follow processes and use structures that respect the intent of the Collective Agreement provisions, particularly in terms of membership in the Unit or program, membership, constitution and terms of reference of committees, and the appointment and role of Chairs or Directors, where possible. The appointment and role of a Department Chair or Director shall be similar to that described in the Article *Department Chairs and Directors of Schools*, but the provisions of Modified Alternative Workload or Stipend shall not apply, unless agreed to between the Parties.
- 2.1. The Parties further agree to monitor such Units and Programs to ensure that the Members in the affected Units and Programs are not disadvantaged regarding any of the provisions of this Collective Agreement.
3. These Units and Programs shall develop plans or structures for their organization and governance that fulfil the requirements of the Collective Agreement. These plans shall be completed, and approved by the Association and the Employer, no later than one year following the date of ratification of this Collective Agreement.
- 3.1 These plans shall have provisions whereby Non-Traditional Units shall nominate and elect Members to serve on committees required by this Collective Agreement, or to otherwise provide for Collective Agreement processes for Members who are appointed within the Non-Traditional Unit.

4. If a majority of the Members in the Unit or Program vote in favour of doing so, the Members in Non-Traditional Units and Programs may revise the Unit's processes and structures through a Letter of Understanding, negotiated between, and subject to the approval of, the Association and the Employer. Such modification of the Non-Traditional Unit's processes and structures shall follow the procedures of this Letter of Understanding.

## **LETTER OF UNDERSTANDING**

### **OFFICE SPACE FOR STANDING APPOINTEES**

The Parties agree that this Letter of Understanding forms part of the 2010-2014 Collective Agreement for the life of that Collective Agreement.

In the application of Clause 4 of the Article *Working Conditions*, which states in part that

“Part-Time Members sharing an office may propose a schedule identifying any times they require exclusive access to the office. In consultation with Part-Time Members concerned the Department Chair (or Director if the Member’s Home Unit is a School, or Dean if the Member’s Home Unit is a Faculty without Schools or Departments) shall determine a schedule for such exclusive access.”:

1. The Chair, Director or Dean shall in each Term give priority in such exclusive access for the purpose of holding scheduled office hours to those Members who have Teaching Responsibilities in that Term; and
2. At times when no Member has exclusive access according to the schedule established by the Chair, Director or Dean, all Members sharing the office shall have equal access to the office.

## **LETTER OF UNDERSTANDING**

### **PHASED RETIREMENT OF PROBATIONARY AND TENURED MEMBERS**

The Parties agree that this Letter of Understanding forms part of the 2010-2014 Collective Agreement for the life of that Collective Agreement.

1. Notwithstanding the provisions of Clause 4.2 of the Article *Retirement and Resignation*, a Member who is eligible under Clause 4 of that Article may phase his or her retirement over a one year or two year period.
2. Notwithstanding the provisions of Clause 4 of the Article *Retirement and Resignation*, a Member who is eligible for phased retirement under Clause 4 who is beyond his or her Normal Retirement Date may phase his or her retirement over a one year period.
3. A Member choosing to phase his or her retirement over one or two years shall have a maximum and minimum workload in any one of the years of 75% and 25%, respectively.
4. Notwithstanding the provisions of Clause 4.3.4 of the Article *Retirement and Resignation*, an eligible Member on a one year Phased Retirement shall receive Phased Retirement Supplement equal to a minimum of one sixth of the Member's Base Salary immediately before commencement of the Phased Retirement, and an eligible Member on a two year Phased Retirement shall receive Phased Retirement Supplement equal to a minimum of one third of the Member's Base Salary immediately before commencement of the Phased Retirement.
5. Notwithstanding the provisions of Clause 4.1 of the Article *Retirement and Resignation*, Members wishing to phase their retirement over one or two years commencing July 1, 2011, may do so by giving notice to their Dean by March 31, 2011.
6. All other provisions of Clauses 4 through 4.3.6 of the Article *Retirement and Resignation* shall apply.

## **LETTER OF UNDERSTANDING**

### **SPECIAL PROVISIONS FOR APPOINTING SCHOLARS AT RISK**

The Parties agree that this Letter of Understanding forms part of the 2010-2014 Faculty Collective Agreement for the life of that Collective Agreement.

Whereas the University of Western Ontario has become a signatory to the Scholars at Risk (SAR) network;

And whereas provisions under the *Appointments* article do not provide for satisfactory mechanisms for the appointment of faculty coming to Western under the SAR program;

And whereas the Parties wish to develop agreed upon mechanisms for the appointment of incoming faculty under the SAR program;

The Parties hereby agree the process for the appointment of a faculty member under the SAR program shall be as follows:

1. Nominations for SAR faculty candidates shall be received and reviewed by the University Research Board. The parties hereby agree to waive the requirement for open competition and posting under the Faculty Collective Agreement.
2. A SAR faculty candidate shall be selected by the University Research Board, which shall make a recommendation to the Appointments Committee in the Department or Faculty best suited to the selected candidate's academic discipline.
3. The Appointments Committee shall consider the candidate and shall decide whether to recommend the candidate for appointment.
4. The SAR faculty member may be appointed with rank for a maximum term of one year, either as a Visiting Member or Visiting non-Member.
5. The Parties acknowledge the need to make such appointments expeditiously and, therefore, agree to waive the requirements of *Appointments*, Clauses 5.1, 5.2, 5.3, 5.12, and 5.12.1.

## **LETTER OF UNDERSTANDING**

### **STANDING APPOINTMENT ACCRUALS**

The Parties agree that this Letter of Understanding forms part of the 2010-2014 Collective Agreement for the life of that Collective Agreement.

The parties agree to the following in respect of determining eligibility for Standing Appointment under Clause 18 of *Appointments*:

1. Only courses which meet all of the following criteria are to be counted:
  - a) the course involves primarily didactic teaching;
  - b) the course is one for which a student earns degree credit;
  - c) the course gives credit for at least a half course weight to the instructor.
2. Notwithstanding Clause 18 of Appointments, and notwithstanding the above, the parties agree to the following exceptions:
  - a) Pre-Service courses taught in the Faculty of Education for which RMYA rights accrued under the 2006-2010 Collective Agreement (specifically 5002, 5005, 5108, 5171, 5172, 5176, 5177, 5402, 5414, 5425, 5446, 5447, 5449, 5450, and 5499) and any successor courses or courses produced by repackaging the content of those listed;
  - b) Studios and Ensembles in the Faculty of Music for which RMYA rights accrued under Clause 13.1 a) of the 2006-2010 Collective Agreement.

## **LETTER OF UNDERSTANDING**

### **TECHNICAL SUPPORT OF MACINTOSH**

The Parties agree that this Letter of Understanding forms part of the 2010-2014 Collective Agreement for the life of that Collective Agreement.

1. The Parties acknowledge the importance of information technology support in the performance of Academic Responsibilities.
2. Where the Employer provides information technology support to Macintosh users through the services of the University Information Technology Services, it shall be done at the same user cost as support provided to PC users.
3. The Employer shall endeavour to provide Macintosh users with the same general response time in supporting Macintosh as is provided to PC users.



## **LETTER OF UNDERSTANDING**

### **WRITING, RHETORIC, AND PROFESSIONAL COMMUNICATION PROGRAM – COLLECTIVE AGREEMENT PROCESSES**

The Parties agree that this Letter of Understanding forms part of the 2010-2014 Collective Agreement for the life of that Collective Agreement.

In accordance with the Letter of Understanding entitled "Non-Traditional Units", the Parties hereby agree to the following special provisions for collective agreement committees and processes in the Writing, Rhetoric, and Professional Communication Program.

#### **Annual Performance Evaluation Committee**

1. This Committee shall be chaired and convened by the Program Director. In addition to the Committee chair, the Committee shall consist of either two or three Members, of whom no more than one shall be a Part-Time Member, elected from and by the Members of the Program.

#### **Appointments Committee**

2. The composition of the Appointments Committee shall be:
  - a) the Program Director, who shall chair the Committee;
  - b) at the discretion of the Dean, an Associate Dean with voice but not vote;
  - c) two Full-Time Members from the Program elected by the Full-Time Members from the program;
  - d) up to one Part-Time Member of the Program elected by the Members from the Program;
  - e) two Tenured Full-Time Members from outside the Program, elected by the Arts and Humanities Faculty Council.

In the case of Limited-Duties appointments, Committee members from the Unit shall draw up a tentative list of course assignments and then seek approval from other Committee members before making the appointments.

**Promotion and Tenure Committee**

3. The composition of the Promotion and Tenure Committee shall be:
  - a) the Dean, who shall chair the Committee, but shall not vote except to break a tie;
  - b) the Program Director;
  - c) four Full-Time Tenured Members elected by the Arts and Humanities Faculty Council: two from the Department of English and two from the Faculty of Information and Media Studies;
  - d) two Full-Time Tenured Members who are not appointed within the Faculty, elected by the Arts and Humanities Faculty Council, who have been members of a Promotion and Tenure Committee within the previous five years.

**Workload Committee**

4. The Workload Committee shall be chaired and convened by the Program Director. In addition to the Committee Chair, the Committee shall consist of a minimum of two Full-Time Members plus up to one Part-Time Member, elected from and by the Members of the Program.

**APPENDIX A**  
**OLRB CERTIFICATE 4482-97-R**

APPENDIX A

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;

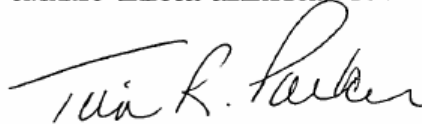
- 2 -

(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.

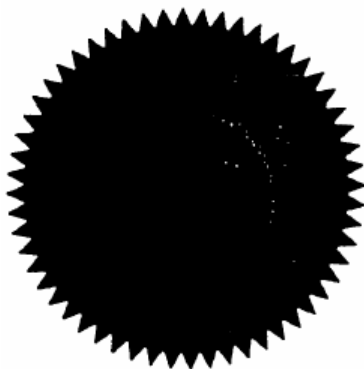
ONTARIO LABOUR RELATIONS BOARD



Tim R. Parker

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Registrar



## **APPENDIX B**

### **CANADIAN LIBRARY ASSOCIATION**

#### **Position Statements**

**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.

## **APPENDIX C**

### **ARBITRATORS**

1. Paula Knopf
2. Brian Keller
3. Tom Jolliffe
4. Maureen Saltman
5. Kevin Burkett
6. Brian Etherington
7. Bill Kaplan
8. Bob Howe
9. Jane Devlin
10. Brian Sheehan
11. Steve Raymond
12. Louisa Davie

## APPENDIX D

### STUDIOS AND ENSEMBLES IN THE DON WRIGHT FACULTY OF MUSIC

#### STUDIO COURSE NUMBERS IN MUSIC

##### ***Undergraduate***

Music 1920 Applied Principal Instrument I  
Music 1925 Elective Applied Study I  
Music 2925 Elective Applied Study II  
Music 2920 Applied Principal Instrument II  
Music 2921 Applied Principal Instrument II (Performance)  
Music 3925 Elective Applied Study III  
Music 3920 Applied Principal Instrument III  
Music 4925 Elective Applied Study IV  
Music 3921 Applied Principal Instrument III (Performance)  
Music 3926 Recital  
Music 4920 Applied Principal Instrument IV  
Music 4921 Applied Principal Instrument IV (Performance)  
Music 4922 Applied Principal Instrument  
Music 4927 Recital  
Music 4923 Applied Performance Instrument  
Music 4928 Recital  
Music 4926 Recital

##### ***Graduate***

9502a/b/y Applied Music  
9508 Applied Music for Non-performance Majors  
9509a/b/y Applied Music for Literature and Performance Majors  
9511 Recital  
9584a/b/y Applied Music  
9585a/b/y Applied Music  
9588 MMus Graduation Recital

#### ENSEMBLE COURSE NUMBERS

##### ***Instrumental Ensembles***

###### **Orchestra**

Music 1901 Orchestra  
Music 2901 Orchestra  
Music 3901 Orchestra  
Music 4901 Orchestra  
Music 5901 Orchestra

###### **Wind Ensemble**

Music 1902 Wind Ensemble  
Music 2902 Wind Ensemble  
Music 3902 Wind Ensemble  
Music 4902 Wind Ensemble

###### **Symphonic Band**

Music 1903 Symphonic Band  
Music 2903 Symphonic Band  
Music 3903 Symphonic Band  
Music 4903 Symphonic Band

###### **Jazz Ensemble**

Music 1904 Jazz Ensemble  
Music 2904 Jazz Ensemble  
Music 3904 Jazz Ensemble  
Music 4904 Jazz Ensemble

##### ***Choral Ensembles***

###### **UWO Singers**

Music 1910 UWO Singers  
Music 2910 UWO Singers  
Music 3910 UWO Singers  
Music 4910 UWO Singers

###### **Les Choristes**

Music 1911 Les Choristes  
Music 2911 Les Choristes  
Music 3911 Les Choristes  
Music 4911 Les Choristes

###### **Chorale**

Music 1913 Chorale  
Music 2913 Chorale  
Music 3913 Chorale  
Music 4913 Chorale

###### **St. Cecilia Singers**

Music 1912 St. Cecilia Singers  
Music 2912 St. Cecilia Singers  
Music 3912 St. Cecilia Singers  
Music 4912 St. Cecilia Singers

###### **Early Music Ensemble**

Music 1905 Early Music Ensemble  
Music 2905 Early Music Ensemble  
Music 3905 Early Music Ensemble  
Music 4905 Early Music Ensemble

## APPENDIX E



### CORRESPONDENCE DEFINING "ACADEMIC COLLEAGUE"

*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

Stevenson-Lawson Building • London, Ontario • N6A 5B8 • Telephone: (519)661-3110 • Fax: (519)661-3139



## APPENDIX F

# POLICY AND GUIDELINES FOR FACULTY MEMBERS IN EMPLOYMENT AND/OR SUPERVISORY RELATIONSHIPS WITH GRADUATE RESEARCH ASSISTANTS, POST-DOCTORAL FELLOWS AND OTHER RESEARCH COLLABORATORS

### Preamble

As directed in the Letters of Understanding, section A. Academic Responsibilities of Members, Clause 5 f, a sub-committee of the Joint Committee was struck to develop and recommend policy and guidelines to support faculty members in employment and/or supervisory relationships with Graduate Research Assistants, Post-Doctoral trainees and other research collaborators and ensure that such relationships are carried out in accordance with the law and good academic practice.

We include here as “research trainees” undergraduate and graduate students working in a supervisory relationship with a faculty member, post-doctoral fellows and postdoctoral associates, and other research-related personnel, such as summer research students, research associates and graduate research assistants.

### Statutory Obligations

The supervisor has a responsibility to be aware of, and adhere to, all legal and statutory obligations that govern the supervision of research trainees. These include relevant Collective Agreements between the University and specific employee groups, the Ontario Human Rights Code (<http://www.ohrc.on.ca/en/resources/code>), the Ontario Occupational Health and Safety Act ([http://www.e-laws.gov.on.ca/html/statutes/english/elaws\\_statutes\\_90o01\\_e.htm](http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_90o01_e.htm)) and the Ontario Employment Standards Act ([http://www.e-laws.gov.on.ca/html/statutes/english/elaws\\_statutes\\_00e41\\_e.htm](http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_00e41_e.htm)). In particular, supervisors should be aware that there are provisions for many employee-related issues, including minimum wage, hours of work, termination procedures, and notification and severance obligations.

### Guidelines for Best Supervisory Practices

Notwithstanding that student supervision involves an interaction between two parties and that both parties bear some responsibility for the success of the relationship, the following guidelines are suggested as best practices for the supervisor.

The supervisor should strive to cultivate conditions that are favorable to the trainees’ research and intellectual growth, and provide appropriate guidance on the progress of research and the standards expected. Good supervisory practice includes the following:

#### Availability:

- Be accessible, and provide advice and constructive criticism.
- As appropriate, ensure that sufficient resources are available, including access to facilities and research materials, technical training and financial support.

*Appendix F*  
*Guidelines for Faculty Members in Employment*  
*and/or Supervisory Relationships*

- Respond in a timely manner with comments/revisions to drafts of applications, reports or research presentations/publications.
- Ensure continuity of adequate supervision of trainees during leaves or any extended period of absence

*Mentoring:*

- Provide appropriate guidance on the nature of research, research ethics, intellectual property rights, and academic integrity.
- Establish a professional working relationship to guide the trainees' approach to research.
- Assist the trainee with the selection and planning of a suitable and manageable research program.
- Guide the trainee in learning to work independently and/or as a member of a team, as appropriate to the discipline.
- Encourage and assist trainees to participate in programs for professional development, such as effective writing courses, teaching training programs, and workshops on research grants and conflict resolution.
- Encourage and assist trainees in obtaining financial resources to attend and present their work at local, national and international conferences.
- Encourage and assist trainees to publish or disseminate their work in appropriate venues.
- Inform trainees when progress is unsatisfactory and advise them on what can be done to improve it.

*Maintaining a safe and professional workplace:*

- Avoid personal or business relationships that may constitute a conflict of interest.
- Ensure that the research environment is safe, equitable and free from harassment and discrimination (see, for instance, the Articles, "Discrimination and Harassment" in the Faculty Collective Agreement).
- Give credit in an appropriate manner to trainees' contributions to scholarly activities, such as at professional meetings, in publications, in applications for grants or in performances or exhibitions.

## **APPENDIX G**

### **ADDITIONAL QUALIFICATIONS PROGRAM, FACULTY OF EDUCATION DEFINITION OF SUBJECT AREAS FOR APPOINTMENTS ARTICLE, UWOFA COLLECTIVE AGREEMENT**

**(Revised January 29, 2007)**

(To be agreed by the Employer and UWOFA and shall be subject to change on agreement of the Parties or if there are changes made by the Ontario College of Teachers to course and subject offerings.)

#### **Art (Visual Arts)**

Art Part 1  
Art Part 2  
Art Specialist  
Honour Specialist Art  
Senior Additional Basic Art

#### **Associate Teacher**

#### **Blind**

Blind Part 1  
Blind Part 2  
Blind Specialist

#### **Business & Computer Science**

Business Part 1 Accounting  
Business Part 2 Accounting  
Business Specialist Accounting  
Business Part 1 Data Processing  
Business Part 2 Data Processing  
Business Specialist Data Processing  
Business Part 1 Entrepreneurial Studies  
Business Part 2 Entrepreneurial Studies  
Business Specialist Entrepreneurial Studies  
Business Part 1 Marketing & Merchandising  
Business Part 2 Marketing & Merchandising  
Business Specialist Marketing & Merchandising  
Honour Specialist Business Studies  
Honour Specialist Computer Science  
Senior Additional Basic Business Studies (Accounting)  
Senior Additional Basic Business Studies (Data Processing)  
Senior Additional Basic Business Studies (Marketing & Merchandising)  
Senior Additional Basic Computer Science

**Childhood and Primary Education**

Childhood Education  
Primary Additional Basic  
Primary Education Part 1  
Primary Education Part 2  
Primary Education Specialist

**Computers in the Classroom**

Computers in the Classroom Part 1  
Computers in the Classroom Part 2  
Computers in the Classroom Specialist

**Cooperative Education**

Cooperative Education Part 1  
Cooperative Education Part 2  
Cooperative Education Specialist

**Deaf**

Deaf Part 1  
Deaf Part 2  
Deaf Specialist

**Dramatic Arts**

Dramatic Arts Part 1  
Dramatic Arts Part 2  
Dramatic Arts Specialist  
Honour Specialist Dramatic Arts  
Senior Additional Basic Dramatic Arts

**English Honours / Senior**

Honour Specialist English  
Senior Additional Basic English

**English as a Second Language**

English as a Second Language Part 1  
English as a Second Language Part 2  
English as a Second Language Specialist

**Family Studies**

Family Studies Part 1  
Family Studies Part 2  
Family Studies Specialist  
Honour Specialist Family Studies  
Senior Additional Basic Family Studies

**French as a Second Language**

French as a Second Language Part 1  
French as a Second Language Part 2  
French as a Second Language Specialist  
Honour Specialist French  
Intermediate Additional Basic French  
Senior Additional Basic French

**Geography Honours / Senior**

Honour Specialist Geography  
Senior Additional Basic Geography

**Guidance**

Guidance Part 1  
Guidance Part 2  
Guidance Specialist

**Honour Technological Studies Specialist**

**Intermediate Additional Basic**

Intermediate Additional Basic - Art  
Intermediate Additional Basic - Business (Accounting)  
Intermediate Additional Basic - Business (Data Processing)  
Intermediate Additional Basic - Business (Marketing and Merchandising)  
Intermediate Additional Basic - Computer Science  
Intermediate Additional Basic - Dramatic Arts  
Intermediate Additional Basic - Economics  
Intermediate Additional Basic - English  
Intermediate Additional Basic - Environmental Science  
Intermediate Additional Basic - Family Studies  
Intermediate Additional Basic - Geography  
Intermediate Additional Basic - History  
Intermediate Additional Basic - Law  
Intermediate Additional Basic - Mathematics  
Intermediate Additional Basic - Music  
Intermediate Additional Basic - Native Studies  
Intermediate Additional Basic - Physical and Health Education  
Intermediate Additional Basic - Politics  
Intermediate Additional Basic - Religious Education  
Intermediate Additional Basic - Science General

**International Languages**

Honour Specialist International Languages - German  
Honour Specialist International Languages - Spanish

**Junior Education**

Junior Additional Basic  
Junior Education Part 1  
Junior Education Part 2  
Junior Education Specialist

**Mathematics Primary / Junior**

Mathematics in Primary and Junior Education Part 1  
Mathematics in Primary and Junior Education Part 2  
Mathematics in Primary and Junior Education Specialist

**Mathematics Honours / Senior**

Honour Specialist Mathematics  
Senior Additional Basic Mathematics

**Media**

Media Part 1  
Media Part 2  
Media Specialist

**Music - Vocal Primary/Junior**

Music - Vocal (Primary/Junior) Part 1  
Music - Vocal (Primary/Junior) Part 2  
Music - Vocal (Primary/Junior) Specialist

**Music Vocal Honours / Senior**

Honour Specialist Music Vocal  
Senior Additional Basic Music Vocal

**Physical and Health Education Primary/Junior**

Physical and Health Education (Primary/Junior) Part 1  
Physical and Health Education (Primary/Junior) Part 2  
Physical and Health Education (Primary/Junior) Specialist

**Physical and Health Education Honours / Senior**

Honour Specialist Physical and Health Education  
Physical and Health Education (Intermediate/Senior) Part 1  
Physical and Health Education (Intermediate/Senior) Part 2  
Physical and Health Education (Intermediate/Senior) Specialist  
Senior Additional Basic Physical and Health Education

**Principal's Qualification Program**

Principal's Qualification Program Part 1  
Principal's Qualification Program Part 2

**Reading**

Reading Part 1  
Reading Part 2  
Reading Specialist

**Religious Education**

Religious Education Part 1  
Religious Education Part 2  
Religious Education Specialist  
Honour Specialist Religious Education  
Senior Additional Basic Religious Education

**School Librarianship**

School Librarianship Part 1  
School Librarianship Part 2  
School Librarianship Specialist

**Science Primary/Junior**

Science (Primary/Junior) Part 1  
Science (Primary/Junior) Part 2  
Science (Primary/Junior) Specialist

**Sciences Honours / Senior**

Honour Specialist Biology  
Honour Specialist Chemistry  
Honour Specialist Environmental Science  
Honour Specialist General Science  
Honour Specialist Physics  
Senior Additional Basic Science - Biology  
Senior Additional Basic Science - Chemistry  
Senior Additional Basic Science - Environmental Science  
Senior Additional Basic Science - General Science  
Senior Additional Basic Science - Physics

**Social Sciences Honours / Senior**

Honour Specialist Contemporary Studies  
Honour Specialist History  
Senior Additional Basic Economics  
Senior Additional Basic History  
Senior Additional Basic Individual & Society  
Senior Additional Basic Law  
Senior Additional Basic Native Studies  
Senior Additional Basic Politics

**Special Education**

Special Education Part 1

Special Education Part 2

Special Education Specialist

**Teaching Writing**

**Technological Studies Additional Basic Communication (Basic Level)**

**Technological Studies Additional Basic Construction (Basic Level)**

**Technological Studies Additional Basic Hospitality Services (Basic Level)**

**Technological Studies Additional Basic Manufacturing (Basic Level)**

**Technological Studies Additional Basic Personal Services (Basic Level)**

**Technological Studies Additional Basic Technological Design (Basic Level)**

**Technological Studies Additional Basic Transportation (Basic Level)**

**Technological Studies Additional Basic Communication (Advanced Level)**

**Technological Studies Additional Basic Construction (Advanced Level)**

**Technological Studies Additional Basic Hospitality Services (Advanced Level)**

**Technological Studies Additional Basic Manufacturing (Advanced Level)**

**Technological Studies Additional Basic Personal Services (Advanced Level)**

**Technological Studies Additional Basic Technological Design (Advanced Level)**

**Technological Studies Additional Basic Transportation (Advanced Level)**