

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY**

**AND**

**LAKEHEAD UNIVERSITY FACULTY ASSOCIATION**

**JULY 1, 2006**

**TO**

**JUNE 30, 2008**



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## **ARTICLE 1: PURPOSE**

- 1.01 The parties acknowledge the objects and purposes of the University to be those set out in Article 3 of The Lakehead University Act, 1965, namely: (A) the advancement of learning and the dissemination of knowledge; and (B) the intellectual, social, moral and physical development of its members and the betterment of society. The parties further acknowledge that all members of the University community have a responsibility to work toward the attainment of these goals.
- 1.02 It is the purpose of this Agreement to promote and maintain harmonious relations between the Board of Governors and the members of the bargaining unit.

## **ARTICLE 2: DEFINITIONS**

academic rank:	the classification of a member who has a full-time appointment as one of the following: Professor; Associate Professor; Assistant Professor; Lecturer; or an appointment as a Contract Lecturer Member.
academic term:	the Fall (September to December), Winter (January to April), Spring (May to June), or Summer (July to August) term, which collectively constitute the academic year.
academic unit:	a Department or School in a Faculty or a Faculty where there are no Departments or Schools.
academic year:	the twelve month period commencing on the first day of July and ending on the thirtieth day of the following June.
Act:	The Lakehead University Act (1965) as may be amended from time to time.
Agreement:	this collective agreement between the Association and the Board including all Letters of Understanding and Appendices (other than those provided for information only) attached to this Agreement and all Letters of Understanding and Appendices (other than those provided for information only) agreed upon by the parties during the term of this Collective Agreement.
approved ballot:	the ballot mutually agreed upon by the parties
Association:	the Lakehead University Faculty Association.
bargaining unit:	the two units combined defined in the decision of the Ontario Labour Relations Board dated September 27, 1979.
Board:	the Board of Governors of the University.
Chair:	the Chair of a Department or Program in a Faculty or School.
Contract Lecturer Member:	a faculty member, who teaches four or more half course equivalents or having eighteen or more contact hours per week of performance instruction during the academic year, is a Contract Lecturer Member provided he/she is teaching (pursuant to Article 19.03.02 (B)).
contract year:	the twelve month period commencing on the first day of July and ending on the thirtieth day of the following June.
day:	a working day, i.e. Mondays to Fridays inclusive but excluding statutory holidays pursuant to Article 36.02.
Dean:	the Dean of a Faculty or his/her delegate.
Department:	a Department in a Faculty; a functional unit within the Library.

department head in the Library:	a librarian member who holds a department head position in the Library.
Director:	the Director of a School
Director of Human Resources:	the Director of Human Resources of the University and/or his/her delegate.
employee:	an individual employed by the Board on a full-time or part-time basis.
employer:	the Board, or its successor, or officers delegated by the Board to act on its behalf.
FCE:	full course equivalent: a course approved by Senate as a full course or two courses approved by Senate as half courses.
Faculty:	the Faculty of Business Administration, Education, Engineering, Forestry and the Forest Environment, Professional Schools, Science and Environmental Studies, Social Sciences and Humanities, or any other Faculty created by the University.
faculty member:	a member with academic rank.
family member:	includes partner (which includes husband, wife, common-law partner, and same-sex partner), son and daughter, brother and sister, mother and father, mother-in-law and father-in-law, sister-in-law and brother-in-law, grandparents, guardians, grandchildren, daughter-in-law and son-in law.
full-time faculty member:	a faculty member appointed by the Board to the rank of Lecturer, Assistant Professor, Associate Professor or Professor.
HCE:	half course equivalent: a course approved by Senate as a half course.
immediate supervisor:	a member's immediate supervisor is: <ul style="list-style-type: none"> <li>a) the Director of his/her School,</li> <li>b) if he/she is not a member of a School, <ul style="list-style-type: none"> <li>i) the Chair/Head of his/her Department, or</li> <li>ii) the Dean of his/her Faculty in Business Administration, Education or Forestry and the Forest Environment, or,</li> </ul> </li> <li>c) if he/she is a Director, Chair or Department Head, the Dean of his/her Faculty or University Librarian</li> </ul>
joint appointment:	the appointment of a member whose services are shared between any combination of Department / School / Centre / Institute.
Librarian member:	a member with librarian rank.

Librarian rank:	the classification of a member as one of the following: Librarian I, Librarian II, Librarian III, Librarian IV.
Library:	the University Library.
member:	an employee in the bargaining unit pursuant to Article 3.
parties:	the Association and the Board.
President:	the President and Vice-Chancellor of the University or his/her delegate.
President of the Association:	the President of the Association or his/her delegate.
School:	the Schools of Kinesiology; Nursing; Outdoor Recreation, Parks and Tourism; Social Work or any other Schools created by the University.
Secondary Program:	a Program with a Coordinator, which is not formally included within any Department or School.
Senate:	the Senate of the University.
spouse:	(a) an individual to whom the member is legally married, or (b) a member's common-law spouse who is an individual of either sex with whom the member cohabits and whom the member represents to the Board as his/her spouse
University:	Lakehead University as constituted by the Act.
University Librarian:	the University Librarian of the Library and/or his/her delegate.
Vice-President (Academic):	The Vice-President (Academic) and Provost of the University or his/her delegate.
Vice-President (Research):	The Vice-President (Research and Development) of the University or his/her delegate.



### **ARTICLE 3: RECOGNITION AND COMPOSITION OF THE BARGAINING UNIT**

- 3.01 The Board recognizes the Association as the exclusive bargaining agent of all employees who are members of the full-time academic staff at Lakehead University in the City of Thunder Bay with the rank of Lecturer, Assistant Professor, Associate Professor, Professor (including all Chairs and Directors of academic units), or a Contract Lecturer Member teaching two or more full course equivalents during the academic year in which he/she is teaching, all full-time professional librarians and part-time professional librarians meeting the criteria set out in Article 13.04 and to the extent provided therein, employed by Lakehead University in the City of Thunder Bay, save and except the President, Vice-Presidents, Deans, the University Librarian, individuals holding administrative positions provided that more than fifty percent of their salary at the University is received for their administrative functions, Research Associates, Research Assistants, Post-Doctoral Fellows, academic staff employed at Lakehead University while on leave from other employers.
- 3.02 3.02.01 If a faculty member who is a member of the Board files a grievance and such grievance is referred to arbitration, the member shall be deemed to have resigned from the Board.
- 3.02.02 If a faculty member who is a member of the Board accepts appointment as an officer of the Association, accepts appointment to any Association committee concerned with collective bargaining, or undertakes to represent the Association in a collective bargaining or labour relations capacity, the member shall be deemed to have resigned from the Board.

#### **ARTICLE 4: FAIRNESS IN EMPLOYMENT AND NO HARASSMENT/DISCRIMINATION**

- 4.01 The Board and the Association agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any member of the bargaining unit in any matter with regard to conditions of employment as provided in this Agreement by reason of race, creed (i.e. religious affiliation or belief), colour, age (except for retirement as provided for in this Agreement), sex, sexual orientation, marital status, nationality, ancestry, political affiliation, family relationship, physical handicap (except where the handicap seriously impedes the carrying out of required duties) nor by reason of membership/non-membership or activity/lack of activity in the Association. Where members participate in contributory benefit schemes, they shall be subject to the terms and provisions of such schemes.
- 4.02 No member of the bargaining unit shall take part in formal discussions or determinations regarding the individual terms and conditions of employment of a family member (pursuant to Article 2).
- 4.03.1 When a private meeting is requested where either party is concerned about the potential of harassment or discrimination, each has the right to have a third party present.**
- 4.04 Lakehead University's Harassment and Discrimination Policy and Procedures (September 16, 1994) is attached for information only. The Board undertakes to negotiate with the Association any proposed changes to the Harassment and Discrimination Policy and Procedures which may affect members.
- 4.05 Lakehead University's Faculty Employment Equity Policy (April 1991) is attached for information only. The Board undertakes to negotiate with the Association any proposed changes to the Faculty Employment Equity Policy which may affect members.

## **ARTICLE 5: ASSOCIATION MEMBERSHIP AND DUES**

- 5.01 The Board shall provide the Association by November 1st of each year with a list of the names, ranks, and departments of all members of the bargaining unit, and shall notify the Association of additions and deletions to this list within two weeks after such additions and deletions have been made.
- 5.02 While membership in the Association shall not be a condition of employment, Association dues shall be deducted by the Board from the monthly salary payment of all members of the bargaining unit. The Board shall remit the dues to the Association within thirty days of the end of the pay period, together with a statement listing the names and academic classifications or librarian rank of members from whose salaries the dues have been deducted and the amount deducted from each member.
- 5.03 The Treasurer of the Association shall notify in writing the Controller of the Board of any authorized change to the dues structure of the Association by no later than the first day of the month in which the change is to become effective. The dues structure shall not require deductions which are incompatible with the Board's payroll system, but reasonable effort will be made to accommodate requested changes.
- 5.04 The Board shall provide to each member, either on his/her T4 Income Tax slip or in other suitable written format, an annual statement of the Association dues which have been deducted from his/her salary during the calendar year.
- 5.05 The Association shall indemnify and save harmless the Board from any claim or liability made against it pursuant to the deduction or non-deduction of the Association dues, except where an error has been made by the Board.

## **ARTICLE 6: CORRESPONDENCE**

- 6.01 Except where otherwise expressly provided in this Agreement, correspondence between the parties with respect to the administration of this Agreement shall be between the President of the University or his/her delegate and the President of the Association or his/her delegate. Correspondence to the President of the Association shall be addressed to the Lakehead University Faculty Association Office.
- 6.02 Except where otherwise expressly provided in this Agreement, the University's internal mail service shall be deemed adequate for the exchange of correspondence, including the giving of notice, required by this Agreement. The effective date for receipt of any correspondence shall be two working days from the date of mailing unless there is evidence to the contrary.

## **ARTICLE 7: COPIES OF THE AGREEMENT**

- 7.01 The Board shall provide the Association with 100 printed copies of the Agreement.
- 7.02 The Board shall publish a copy of this Agreement and any approved amendments to this Agreement on the University website and provide the Association with a copy of this Agreement and any approved amendments to this Agreement in a format accessible by computer.

## **ARTICLE 8: UNIVERSITY GOVERNANCE AND OPERATIONS**

### **8.01 Board of Governors**

The Association recognizes the rights, powers and responsibilities of the Board to operate and manage the University in accordance with The Lakehead University Act, 1965. The Board shall exercise those rights, powers, and responsibilities which are pursuant to this Agreement in a fair and reasonable manner.

### **8.02 University Senate**

The Board and the Association recognize the rights, powers, and responsibilities of the Lakehead University Senate in accordance with The Lakehead University Act, 1965.

### **8.03 Collegiality**

The Board acknowledges the reasonable, certain, and known rights and responsibilities of members to participate in the formulation and/or recommendation of academic and Library policies and procedures within the University. The Board acknowledges that openness and transparency are essential to encourage collegiality and academic freedom. The involvement and participation of members in the selection of senior academic administrators is accepted and supported by the Board.

### **8.04 Support Services**

The Board shall endeavour to provide an adequate level of support for the academic and professional functions of members and, where possible, professors emeriti. Inadequacies of facilities and support shall be taken into consideration when assessing the performance of members.

### **8.05 Legal Indemnification**

Lakehead University's Legal Indemnification Policy (June 17, 1999) is attached for information only. The Board undertakes to negotiate with the Association any proposed changes to Lakehead University's Legal Indemnification Policy and Procedures which may affect members.

## **ARTICLE 9: ASSOCIATION-BOARD RELATIONSHIP**

- 9.01 The Board shall make known to the Association its proposals to amend The Lakehead University Act, 1965, and shall advise the Association of any request it shall receive from the Government of Ontario to make submission concerning The Act.
- 9.02 Authorized representatives of the Association shall be permitted to transact official business of the Association with members or with official representatives of the Board on University property provided such business shall not interfere with or interrupt normal University operations.
- 9.03 The Association shall have access to the following University services at standard University rates for internal users: telephones, mail, printing, computer use, meeting rooms, audiovisual aids, and general office services. The Board shall provide the Association with the use of office space, with the rental rate to be negotiated.
- 9.04 The Association shall have the right to appoint one person to the University Parking Committee.
- 9.05 The Association shall inform the Board of the names of its officers and other authorized representatives within seven days of their selection.
- 9.06 In years in which this Agreement is to be re-negotiated, the Association's Chief Negotiator shall not be assigned teaching responsibilities in the Spring or Summer terms. In the event that the Chief Negotiator is a librarian member, the Board shall authorize a reduction of working hours to a maximum of twelve (12) hours per week in the four (4) weeks preceding the last date on which negotiations may be opened and continuing during the period of negotiations. The Association has the right to purchase a one-half of a full-course equivalent to be assigned to the Chief Negotiator.
- 9.07 In years in which this Agreement is to be renegotiated, the Board shall authorize a reduction in scheduled working hours for each librarian member of the bargaining team, during the period of negotiations, of the hours used for negotiating to a maximum of twelve (12) working hours per week.
- 9.08 The President of the Lakehead University Faculty Association shall have observer status at regular general meetings of the Board of Governors. Pursuant to the By-Laws of the Board of Governors, an observer is a member of the University community who is invited by the Board to attend or participate in discussion at Board meetings, as approved by the Board. Unless specifically invited to do so, an observer does not attend special Board meetings, nor meetings of Board committees.
- 9.09 The Chair of the Board of Governors shall have observer status at regular general meetings of the Lakehead University Faculty Association. Unless specifically invited to attend, this observer status does not apply for special general meetings of the Association. As an observer, the Chair of the Board could participate in discussion on the invitation to do so by the meeting chair.
- 9.10 The Board shall establish and maintain a Joint Benefits Committee of six members, to which the Association shall have the right to appoint half the members.
- 9.11 The President of the Association shall receive a teaching load reduction of one-half of a full course equivalent. Should the Association President be a librarian member, that

individual shall receive a reduction of six (6) hours per week. The Chief Grievance Officer of the Association shall receive a teaching load reduction of one-half of a full course equivalent. In the event that the Chief Grievance Officer is a librarian member, that individual shall receive a reduction of six (6) hours per week. The Association has the right to purchase up to an additional one full course equivalent to be assigned by the Association to its President and/or its Chief Grievance Officer and in the event either position is filled by a librarian member, the Association may purchase an additional six (6) hours per week.



**ARTICLE 10: JOINT COMMITTEE FOR ADMINISTERING THE AGREEMENT**

- 10.01 A Joint Committee for Administering the Agreement shall be established within ten days of the ratification, by both parties, of this Agreement.
- 10.02 The Joint Committee shall consist of four persons appointed by the Board and four members appointed by the Association, with each party entitled to two votes.
- 10.03 The terms of reference of the Joint Committee shall be:
- (A) To assist the parties in creating and maintaining harmonious relationships by providing a means for discussing issues concerning the administration of the Agreement and the relationship in general between the Board and the Association, including issues not specifically covered by this Agreement;
  - (B) To perform functions assigned to it pursuant to this Agreement;
  - (C) To consider issues and problems associated with the administration, interpretation, and operation of this Agreement that are submitted to it by either or both parties, excluding formal grievances; and,
  - (D) To negotiate amendments to the collective agreement necessitated by Senate approved changes to academic governance.
- 10.04 (A) The Joint Committee shall meet on the giving of at least seven days notice by either party.
- (B) One of the Association appointees shall serve as Chair from July 1 to December 31, and one of the Board appointees shall serve as Chair from January 1 to June 30.
  - (C) A quorum shall be three voting members.
  - (D) The parties shall maintain a set of written minutes for all meetings, which shall be approved at the next meeting.

**ARTICLE 11: HEALTH AND SAFETY**

- 11.01     The Board shall maintain a Lakehead University Occupational Health and Safety Committee, pursuant to the Ontario Occupational Health and Safety Act as amended from time to time.
  
- 11.02     The Association shall have the right to appoint a designate member and an alternate member to the (a) Offices and Classrooms Health and Safety Committee; and (b) Labs & Studios Health and Safety Committee.

## **ARTICLE 12: ACCESS TO INFORMATION**

12.01 The Board shall provide the Association with the following information and data in hard copy and/or electronic format:

- (A) By November 1st of each year, a list in electronic format of all full-time members, by Department/School, Library, including academic rank, Librarian rank, type of appointment, year of appointment, year of last degree and highest degree earned and salary;
- (B) By April 30th of each year, the number of contract academic staff members by Department/School, the number of courses taught by contract staff, the total annual salary cost for contract staff and a current seniority list for all contract members.
- (C) By January 31<sup>st</sup> of each year, the total cost of academic and Librarian salaries and benefits for the previous financial year, and the total cost of administrative salaries and benefits for the previous financial year, as reported to the Committee of Finance Officers of the Universities of Ontario;
- (D) At the same time as candidates are informed of the President's recommendations to the Board with respect to promotion, tenure, and/or renewal, the names of members who were considered for renewal of probationary appointment, tenure, and/or promotion, the decision of the Promotion, Tenure, and Renewal Committee for each member, the President's recommendation to the Board for each member, and by June 30th of each year the decision of the Board for each member so considered;
- (E) By June 1st of each year, the names of members, by Department/School, who were granted Sabbatical or Study Leave for the coming academic year, and the duration of each leave, and by April 1st of each year, the total salary figure expended for full-time term appointments made to replace members who were on Sabbatical or Study Leave during that academic year;
- (F) The Board agrees to provide the Association with the following information on July 1<sup>st</sup> (or as soon as possible thereafter) of each year:
  - (i) Using Statistics Canada Data – Table 1, the average salary by rank as of the previous July 1 for each of the following universities: Brock, Carleton, Guelph, Laurentian, McMaster, Ottawa, Queen's, Trent, Laurier, Waterloo and Western.
  - (ii) The average salary, by rank, of the universities noted in (i).
  - (iii) For each rank, the difference between the Lakehead University average salary for that rank and the average for that rank determined in (ii) above.
  - (iv) For each rank, the percentage difference as determined in (iii).
- (G) The Association shall be included on the circulation list for agendas, meeting materials, and Minutes of the Board, and for financial and staffing reports prepared for the Senate Budget Committee by the Office of the Vice-President (Administration);
- (H) Copies of the University's Operating Budget and Audited Financial Statements

when approved by the Board of Governors;

- (I) Copies of formal University briefs and amendments to previous submissions, submitted in response to requests from the Ontario Council on University Affairs, the Federal Government, or the Provincial Government, which directly address the terms and conditions of employment of members; and,
- (J) Copies of the pension and group insurance policies, triennial actuarial reviews of the pension plan, and measurement surveys supplied to the Joint Benefits Committee.

12.02 The Board shall authorize Statistics Canada to release copies of the standard Salary Analyses of Full-time Teachers at Lakehead University to C.A.U.T. and to O.C.U.F.A.

12.03 The Association shall provide the Board with the following information:

- (A) copies of general newsletters from the Association to members of the bargaining unit, to be sent to the Vice-President (Academic) and the Director of Human Resources, and individual members of the Board who wish to be placed on a mailing list, at the same time as the general mailing;
- (B) copies of any formal printed statements or briefs concerning the University to be made public by the Association;
- (C) a current copy of the constitution of the Association; and
- (D) copies of formal Association briefs, submitted in response to CAUT and/or OCUFA which directly address the terms and conditions of employment of faculty members.

### **ARTICLE 13: EMPLOYMENT OF NON-MEMBERS**

- 13.01 Nothing herein shall prevent a member of the Board, President, Vice-President, Dean, University Librarian, or any other person excluded from the bargaining unit by the decision of the Ontario Labour Relations Board, dated September 27, 1979, as amended from time to time, from performing activities for which they are qualified including: instructional work, research and scholarly activities, and professional librarian functions and activities.
- 13.02 Nothing herein shall prevent the performance of instructional work by persons registered at Lakehead University at Thunder Bay as graduate or undergraduate students and who are regularly employed on a part-time basis in teaching, demonstrating, tutoring or marking.
- 13.03 Nothing herein shall prevent the performance of instructional work by Contract Lecturer Members.
- 13.04 Nothing herein shall prevent the performance of professional librarian work by professional librarians employed on a part-time basis. Professional librarians regularly employed on a part-time basis (i.e. for more than three consecutive months) for more than twenty-one hours per week shall be members of the bargaining unit, but for such members the following articles of this Agreement shall not apply: 16 (Rights and Responsibilities - Librarian Members), 20 (Appointments), 21 (Performance Reviews), 24 (Promotions), 32 (Lay-off (Librarians)), 34 (Retirement, Resignation, and Clearance Upon Termination), 36 (Employment Benefits), and 37 (Leaves of Absence). Professional librarians employed on a part-time basis either for periods of less than three consecutive months, or for twenty-one or less hours per week, shall be excluded from the bargaining unit.
- 13.05 Openings for professional librarians to be employed on a part-time basis of twenty-one or less hours per week and for less than three consecutive months shall be posted in the Library. Members of the bargaining unit with full-time appointments may apply for such openings, but such work shall not be treated as overtime work and the regular salary rate for the position shall apply.
- 13.06 Except as provided for in this Article, no instructional or professional Library work shall be performed by persons who are not members of the bargaining unit.

## **ARTICLE 14: PERSONNEL FILES**

- 14.01 Official personnel files maintained by the Board about members of the bargaining unit are records of the employment history of the member in the University. Subject to the provisions of this Agreement, the contents and use of the official personnel file are for decisions respecting terms and conditions of the employment of a member. The purpose of this Article is to ensure that the files are used in an appropriate manner and fairly represent the member's employment history.
- 14.02 There shall be one official personnel file maintained in the office of Human Resources or in such other location designated by the President for each member which shall include some or all of the following items:
- (A) pre-employment materials including correspondence associated with the application, curriculum vitae, transcripts, and letters of reference;
  - (B) copies of letters relating to Board actions respecting the member, including initial appointment, annual renewal of appointment, granting of a continuing appointment, approved leaves of absence, administrative appointments, etc.;
  - (C) correspondence related to the member's employment between the member and any of the following: the President, the Vice-President (Academic), the Dean/University Librarian, the Chair, the Director;
  - (D) materials relating to recommendations on salary, tenure, continuing appointment, and promotion;
  - (E) materials respecting professional development and achievement;
  - (F) copies of the faculty member's annual reports; and
  - (G) copies of the librarian member's performance reviews.
- 14.02.01 The Dean and the Chair/Director and the University Librarian may keep a file on a member, but such files shall not constitute the member's official personnel file. These files may contain copies of some or all of the material kept in the official personnel file. The official personnel file and any other files kept pursuant to 14.02.01 shall be clearly marked as confidential. All the restrictions specified in this Article which apply to the official personnel file apply equally to all files referred to in this Article .
- 14.03 An inventory sheet shall be included in each official personnel file. Each official personnel file shall contain a form indicating the name of anyone who has accessed the file, the date and time the file was accessed, and the reason for accessing the file (pursuant to Article 14.06). Such recording shall exclude required access for filing and administrative purposes by Human Resources staff.
- 14.04 No anonymous material shall be kept in a member's official personnel file. Any anonymous material in a member's official personnel file when this Agreement comes into effect shall be removed and destroyed.
- 14.05 Confidential material kept in a member's official personnel file shall be subject to the following rules of storage:

- (A) confidential material is limited to signed letters of reference solicited with the knowledge of the member, and any other letter or document transmitted in confidence which the member, his/her Chair/Director, the University Librarian, the Dean, the President, the Vice-President (Academic), the Director of Human Resources, or a Committee solicited pursuant to this Agreement; and,
- (B) a member shall receive an inventory of the confidential materials in his/her official personnel file on request to the President, such an inventory to include the date and general subject matter of the confidential material.

14.06 The official personnel file shall be the only source of confidential personal employment information used in any official University proceeding. The official documents constituting the file shall be the paper originals or, in the event the original document is received in facsimile or electronic form, an accurate paper copy. Such material may be used as follows:

- (A) renewal of a probationary appointment, pursuant to Article 23;
- (B) tenure, pursuant to Article 25;
- (C) promotion, pursuant to Article 26;
- (D) grievance and arbitration, pursuant to Article 30; and,
- (E) other proceedings with the written permission of the member  
and in addition, the official personnel file for librarians may be used for;
- (F) appointment, pursuant to Article 20;
- (G) performance reviews, pursuant to Article 21.

14.07 Upon written request to the Vice-President (Academic), a member and/or an agent authorized in writing by the member shall have the right to examine the contents of his/her official personnel file in the Human Resources office, except for confidential material described in 14.05(A). Such examination shall be in the presence of a person designated by the Director of Human Resources. The member shall not be allowed to remove his/her official personnel file or any part thereof from the Human Resources office. Upon written request the member shall obtain at his/her expense copies of the documents to which he/she has the right of examination.

14.07.01 Upon written request to the Dean, Chair/Director, or University Librarian, a member shall have the right to examine the contents of his/her personnel files pursuant to 14.02.01, if such files exist. Such examination shall be in the presence of a person designated by the Dean, Chair/Director, or University Librarian. The member shall not be allowed to remove his/her personnel file or any part thereof from the relevant office. Upon written request the member shall obtain at his/her expense copies of the documents to which he/she has the right of examination.

14.08 A member shall have the right to include in his/her official personnel file written comments on the accuracy or meaning of any of the non-confidential contents of the file, and to add to the file any documents that he/she deems relevant.

- 14.09 No information contained in the official personnel file of a member, in a member's file kept in the Dean's office, or University Librarian's office, or in University payroll records, shall be made available to any other person or institution, except as authorized by this Agreement, by law, by the member in writing, or by the President for internal University administrative purposes. Access required by law shall be granted only to an individual holding a subpoena or a search warrant, and shall be granted only by the Vice-President (Academic) or someone designated by him/her in writing. The Vice-President (Academic) 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.
- 14.10 The Vice President (Academic) shall advise the member in advance if any contents in the member's official personnel file are to be destroyed.



## **ARTICLE 15: ACADEMIC FREEDOM**

- 15.01 The parties recognize that the University, in pursuing its objects and purposes, subscribes to the principle of academic freedom which encourages the search for knowledge and its free exposition.
- 15.01.01 Faculty members have the right to examine, question, teach, learn, investigate, speculate, comment, publish, and criticize, without deference to prescribed doctrines. Academic freedom makes possible commitment that may result in strong statements of beliefs and positions, and protects against any University penalty for exercising that freedom. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge.
- 15.01.02 Librarian members have the right and responsibility to make knowledge, ideas, and information freely available, no matter how controversial, without deference to prescribed doctrine or institutional censorship. Academic freedom also ensures the member's right to disseminate the results of his/her research and to express his/her professional opinion freely and publicly, without University penalty for exercising that freedom. Members recognize that academic freedom involves a duty to use that freedom in a responsible way.

## **ARTICLE 16: RIGHTS AND RESPONSIBILITIES**

### **16.01 Faculty Members**

- 16.01.01 The responsibilities of faculty members (excluding those appointed as Contract Lecturer Members) at Lakehead University shall encompass an appropriate combination of teaching, research and other scholarly and creative activities, administrative activities, and service to the profession and community.
- 16.01.02 In fulfilment of these responsibilities, it is recognized that a faculty member, on occasion, may be required to be absent from campus. In the case that such absences exceed two consecutive days, the faculty member shall provide prior notification and contact information to his/her immediate supervisor or designate. Contact information is not required for vacation time.
- 16.01.03 The Board agrees that members have the right to privacy in their personal and professional communications and files, whether on paper or in electronic form.
- 16.01.04 Each full-time faculty member is entitled to a furnished office, a telephone, a computer connection, a computer, and access to a printer. Every reasonable effort shall be made to provide Level 2 and 3 Contract Lecturer Members with appropriate space and access to both a telephone and a computer for carrying out their responsibilities.
- 16.01.05 The primary responsibility of a Contract Lecturer Members shall be to teach, however, nothing shall prevent a Contract Lecturer Member from voluntarily engaging in research, other scholarly activities, administrative activities, and service to the profession and community.
- 16.01.06 The following articles are not applicable to Contract Lecturer Members: Article 23 (Renewal), Article 25 (Tenure), Article 26 (Promotion), Article 27 (Outside Professional Activities), and Article 37 (Leaves of Absence).

### **16.02 Teaching**

- 16.02.01 Normally, a full-time faculty member shall receive his/her teaching assignment and schedule no later than July 1<sup>st</sup> for the fall/winter term and full year courses and no later than March 15<sup>th</sup> for spring/summer courses. A faculty member shall accept his/her teaching assignments and schedules communicated to him/her by the Dean of the Faculty. The Dean shall seek the advice of the Department/School, through the Chair/Director on an appropriate assignment of teaching responsibilities. Failure by the Chair/Director to provide such advice when requested shall not preclude the Dean from assigning teaching responsibilities for the coming year to individual faculty members, nor shall it excuse the faculty member from his/her responsibility to accept the teaching assignment. Reasonable effort shall be made to achieve a just and equitable distribution of the departmental teaching load among faculty members of the Department/School, taking into account other aspects of each

faculty member's workload. Normally the Dean shall accept the advice of the Department/School. If the Dean has difficulty accepting any aspect of the Department/School's advice, he/she may ask the Department/School to reconsider the matter and to provide whatever additional information it believes to be relevant. If the Dean departs from the departmental advice, he/she shall advise the Department/School in writing of the reasons for doing so.

- 16.02.02 A faculty member who believes that his/her assigned teaching load is excessive in relation to the teaching loads of other faculty members has the right to have the appropriate Teaching Load Review Committee (pursuant to Appendix VI) review his/her assigned teaching load. The appropriate Teaching Load Review Committee shall provide the member with a written copy of the results of the review within 40 days of the receipt of a written request for such a review. If the faculty member's concern is substantiated as a result of the review and the load cannot reasonably be reduced, he/she shall receive compensation in the form of either additional pay or a comparable reduction in assigned teaching load in the subsequent term or year.
- 16.02.03 The geographical location of Lakehead University and the desire to serve the people of Northwestern Ontario necessitate the teaching of courses in off-campus locations and during Spring and Summer terms. In these cases the assignment of teaching loads pursuant to 16.02.01 is subject to the following conditions:
- (A) the courses offered are within the Part-time Studies/Distance Education plan approved by the Senate;
  - (B) no full-time faculty member shall be expected to teach more than one HCE off-campus in each academic year, unless specifically hired to do so;
  - (C) no full-time faculty member shall be required to teach more than two HCEs in the Spring or Summer terms in any academic year;
  - (D) no full-time faculty member shall be required to teach in four consecutive terms, nor shall he/she be required to teach both the Summer and Spring terms of any academic year;
  - (E) a faculty member, but excluding Contract Lecturers teaching at an off-campus location shall receive financial compensation pursuant to the Article on Salaries;
  - (F) no faculty member shall be required to teach at the Orillia campus unless such a requirement was included in their original letter of appointment (Article 19.02.09); and
  - (G) courses taught at the Orillia campus shall be considered to be taught at an on-campus location and therefore conditions applying to off-campus locations shall not apply to such courses.
- 16.02.04 A faculty member, but excluding Contract Lecturer Members, shall not be required in any academic year: to teach more than more than two HCEs

that begin on or after 5:30 p.m. or to teach any course on Saturday or Sunday. A faculty member teaching any courses that begin on or after 5:30 p.m. on campus shall not be required to teach any courses off-campus in the same academic year (as per Article 16.02.03).

- 16.02.05 Where possible and given sufficient notice, the Department/School/Faculty shall make a reasonable effort to schedule courses in a manner that does not create undue hardship for a full-time faculty member.
- 16.02.06 A faculty member is expected to foster a learning environment that is conducive to scholarly learning, to treat students fairly and ethically, and to be conscientious in the preparation, organization, and revision of his/her course materials.
- 16.02.07 At the commencement of each course, a faculty member shall prepare and make available to the students written information concerning course requirements, assignments, evaluation procedures, components and percentage weighting of the final mark, penalties for late filing of assignments, office hours for academic counselling and any other relevant material, and shall file a copy of this written information with his/her immediate supervisor. Any change to this written information must be provided in writing to the students and copied to the immediate supervisor in a timely manner.
  - 16.02.07.01 A faculty member shall be available on a reasonable basis to provide students with academic counselling.
- 16.02.08 A faculty member shall notify students and his/her immediate supervisor as far in advance as is practicable of the rescheduling of any instructional activity. Rescheduling shall occur only in exceptional circumstances beyond the reasonable control of the faculty member or when prior approval has been obtained from the immediate supervisor and prior arrangements have been made with the students. Such approval shall not be unreasonably withheld.
- 16.02.09 A faculty member shall evaluate students' performance and shall supervise, when appropriate, students' research, practical work, theses, and major papers.
- 16.02.10 A faculty member shall supervise the work of teaching, research, and laboratory assistants assigned to him/her.
- 16.02.11 A faculty member shall comply with procedures approved by Senate for conducting examinations and for reviewing students' marks and grades, and with reporting deadlines communicated to him/her by the Dean.
- 16.02.12 Faculty members shall assist in the registration process when required by their Dean or immediate supervisor and shall arrange for the adequate supervision of their examinations.
- 16.02.13 Overload

Proposed course offerings which cannot be staffed by members with full-time appointments as part of their normal teaching load shall be posted internally,

in the departmental office. The Dean, in selecting staff for these courses, shall consult the Chair/Director, taking into account the qualifications of the member, his/her teaching and research record, and service to the University. The teaching of overload courses shall not hinder the fulfilment of the member's responsibilities.

**16.03     Research and Other Scholarly and Creative Activities**

- 16.03.01     Faculty members have the right and the responsibility to devote a reasonable proportion of their time to research and other scholarly and creative activities so as to advance knowledge and understanding and to maintain scholarly competence in their discipline. Insofar as it is possible the Board shall provide adequate facilities and support for these purposes.
- 16.03.02     Faculty members shall, where appropriate, indicate in their published work(s) their affiliation with Lakehead University and acknowledge the work and co-operation of others.
- 16.03.03     Research and other scholarly and creative activities shall include, but may not necessarily be limited to, the following:
- (A)     Investigations, conducted individually or in co-operation with others, so that the results are (a) published in refereed journals, conference proceedings, or as patents, or (b) are presented at conferences or seminars and are available for peer review;
  - (B)     Any studies or works that may be published as books, chapters in books, or disseminated by other suitable means in a manner which makes them available for peer review;
  - (C)     Experimentation with teaching techniques and formats, provided the results are disseminated by suitable means in a manner which makes them available for peer review; and
  - (D)     Literary and artistic works, exhibitions, and performances appropriate to one's discipline.
- 16.03.04     Because of the varying nature of different disciplines, other activities may be considered as contributing to a member's research and other scholarly and creative activities. Where these activities do not involve peer review, the responsibility for demonstrating relevance rests with the member. It is understood that these activities will not necessarily be given equal weight and application in each discipline or with those activities enumerated under 16.03.03 (A), (B), (C) and (D).
- 16.03.05     It is recognized that a level of scholarly competence may be achieved by a faculty member such that, without extensive publication, he/she becomes an acknowledged authority in his/her field, and is regularly consulted by established researchers or authorities outside the University. Evidence of such extensive use as a research resource shall be accepted as evidence of scholarly activity.
- 16.03.06     The immediate and regular preparation for routine instructional activities shall not be considered as research in the context of this Article.

- 16.03.07 When the conditions of a research grant do not provide explicit direction, a faculty member shall obtain the prior written approval of his/her Dean in order to employ any member of his/her family under a University-administered research grant in accordance with University policy and practice.

16.04 **Administrative Responsibilities**

- 16.04.01 Consistent with their primary teaching and scholarly responsibilities, faculty members shall participate in the governance of the University through active membership on appropriate bodies such as Department and Faculty Councils, and shall participate to a reasonable extent in other University bodies, including Faculty and University committees and Senate.
- 16.04.02 The Board and the Association agree to work together to promote a collegial environment such that while exercising administrative responsibilities, faculty members shall a) treat academic colleagues, other employees and students ethically, so that objectivity, fairness, and absence of discrimination are maintained in all deliberations, including assessment of performance of any colleague, other employee or student and b) not infringe on their colleagues' academic freedom, and shall observe the principles of confidentiality in a manner consistent with the performance of their collegial responsibilities.
- 16.04.03 A faculty member's participation in the activities of the Lakehead University Faculty Association is a recognized administrative activity in the context of this Article.

16.05 **Service to the Profession and the Community**

- 16.05.01 A member has the right to participate in the governance of his/her professional organizations, including but not limited to membership on committees of such organizations.
- 16.05.02 The parties encourage service to the community that enhances or extends the reputation of the University.
- 16.05.03 In activities that extend to the community, the faculty member shall retain the rights and responsibilities associated with academic freedom. In activities not related to a faculty member's employment at the University, he/she shall not purport to represent the University nor use University letterhead.

16.06 **Annual Report**

- 16.06.01 Each faculty member shall submit to his/her immediate supervisor three copies of an Annual Report by May 31<sup>st</sup> of each year. The Annual Report shall include the previous May 1<sup>st</sup> to April 30<sup>th</sup> period. One copy of this Report shall be filed in the office of the Chair/Director and two copies shall be forwarded to the Dean, one of which shall be placed in the faculty member's official personnel file.
- 16.06.02 The Annual Report (excluding Contract Lecturer Members), which shall be completed on a standardized form supplied by the Dean, shall include only the following information:

- (A) teaching responsibilities undertaken, including supervision of graduate students (for example, course outlines and/or any other pertinent materials);
- (B) evidence of teaching delivery and teaching performance (for example, the Senate approved teaching evaluations or other teaching evaluations, peer evaluations, student testimonials, reproductions of student work, and/or any other pertinent materials);
- (C) books and papers published;
- (D) conference papers given;
- (E) research and other scholarly work in progress;
- (F) graduate degrees awarded or graduate studies in progress and the expected date of completion, university, and title of thesis;
- (G) awards and other honours received;
- (H) Departmental, Faculty, Senate, Board, Association and other University activities;
- (I) contributions to the faculty member's profession;
- (J) professional contributions to the faculty member's community;
- (K) an account of the academic activities pursued by the faculty member during a term or terms in which he/she did not have an assigned teaching responsibility;
- (L) research grants and contracts awarded, name of granting body, research title, amount awarded and the date awarded, and specific role of the faculty member (i.e., principal investigator, co-investigator, or other);
- (M) a statement of his/her outside professional activities in the previous year (as per Article 27.01.07);
- (N) a statement of his/her proposed future activities; and
- (O) any other information that the faculty member deems relevant.

16.06.03 The Annual Report for Contract Lecturer Members shall include:

- (A) teaching responsibilities undertaken, including supervision of graduate students (for example, course outlines and/or any other pertinent materials);
- (B) evidence of teaching delivery and teaching performance (for example, the Senate approved teaching evaluations or other teaching evaluations, peer evaluations, student testimonials, reproductions of student work, and/or any other pertinent materials); and

- (C) any other information that the Contract Lecturer Members member deems relevant.

16.06.04 Following review of the Annual Report, the Dean shall respond to each faculty member and provide constructive suggestions and reasonable support for the purpose of enhancing the faculty member's performance. If an Annual Report has been submitted by the deadline and the Dean has not responded by August 31<sup>st</sup>, the performance of the faculty member concerned will be deemed to have been satisfactory for the time period covered by the Annual Report.

16.07 **Librarian Members**

16.07.01 A member has certain rights, duties and responsibilities which derive from his/her position as a professional librarian in the University Library. In exercising his/her rights and in fulfilling his/her duties and responsibilities a member shall deal fairly and ethically with colleagues and Library users and shall respect the principles of confidentiality in a manner consistent with the performance of his/her professional role.

16.08 **Professional Services (Librarian Members)**

16.08.01 The primary responsibilities of members are the selection, organization and dissemination of information to support the academic pursuits of the University. Such responsibilities are achieved by providing professional consultation and assistance to Library users, and by developing and maintaining the Library collection consistent with the academic and other general information needs of the University.

16.08.02 Subject to Library and University policies, a member has the responsibility to use his/her special training and knowledge in providing to all members of the University community access to Library materials and facilities. He/she has the right and responsibility to exercise professional judgement in the performance of his/her duties, also subject to Library and University policies.

16.08.03 Members have the right and responsibility to develop their professional expertise. Subject to the approval of the University Librarian, members have the right to pursue activities leading to their professional development such as attending conferences and workshops and the observation of systems and procedures for possible implementation in the Library.

16.08.04 Members may be responsible for the supervision of support staff and for participation in the administration of the Library.

16.09 **Service to the University (Librarian Members)**

16.09.01 A member has the right and responsibility, when eligible, to serve as a member of duly constituted Library and University committees, when invited or elected, to the extent that such involvement does not prevent the member from fulfilling his/her primary responsibilities. Such committee service shall be discussed in advance with the University Librarian to ensure that this service is not in conflict with the member's primary responsibilities.



- 16.09.02 A member's participation in the activities of the Association shall be recognized as service to the University in the context of this Article. As long as Library requirements are met, and subject to the fulfilment of the scheduled public services of the Library, members shall have the right to attend L.U.F.A. meetings during the working day upon prior notification of the University Librarian.

16.10 **Service to the Profession and Community (Librarian Members)**

- 16.10.01 A member has the right to participate in the activities of his/her profession, professional associations and/or learned societies. He/she is encouraged to participate in such activities which will enhance the standing of both the member and the University, provided that such activities do not interfere with his/her obligations, duties and responsibilities to the University and subject to the following conditions:

- (A) if the University Librarian has cause for concern, a member shall, upon written request, make available to the University Librarian information in writing on the scope of outside activities of a substantial nature. When the time commitment to those activities is such as to interfere with fulfilment of his/her service to the University, the member shall take corrective action to ensure the fulfilment of his/her service; and,
- (B) when a member's activities involve the use of University facilities, supplies or services, permission for the use of such facilities, supplies or services, and agreement on appropriate reimbursement therefor, shall be obtained in advance by the member from the University Librarian.

- 16.10.02 In activities that extend to the community, a member shall retain the rights and responsibilities associated with academic freedom. In activities not related to the librarian member's employment at the University, he/she shall not purport to represent the University nor use University letterhead.

16.11 **Research and Other Scholarly Activities (Librarian Members)**

- 16.11.01 Although not required to do so, a librarian member has the right to be involved in research. A librarian member will be eligible for release time for such research with the concurrence of the University Librarian. It is understood that such involvement should not prevent the librarian member from fulfilling his/her primary responsibilities. Insofar as it is possible the Board shall provide adequate facilities and support for these purposes.
- 16.11.02 The purpose of research conducted by a member shall be to increase knowledge and understanding and to improve the professional competence of librarians.

16.12 **Activity Report (Librarian Members)**

- 16.12.01 Each librarian member shall submit to the University Librarian an activity report by May 31<sup>st</sup> of each year. The activity report shall include the previous May 1<sup>st</sup> to April 30<sup>th</sup> period. A copy of the activity report will be placed in the librarian member's official personnel file.
- 16.12.02 The activity report, which shall be completed on a standardized form supplied by the University Librarian, shall include the following information:
- (A) professional service activities relating to assigned duties and responsibilities;
  - (B) service to the University;
  - (C) service to the profession and community;
  - (D) research and other scholarly activities;
  - (M) a statement of his/her outside professional activities in the previous year (as per Article 27.01.07);
  - (N) a statement of his/her proposed future activities; and
  - (O) any other information that the Librarian member deems relevant.

## **ARTICLE 17: POSITION DESCRIPTIONS FOR PROFESSIONAL LIBRARIANS**

The following procedure will be used to establish position descriptions and to make subsequent revisions.

- 17.01 The duties and responsibilities of each professional librarian position shall be described in an appropriate position description. All such position descriptions shall be accessible to all members.
- 17.02 A proposed position description shall be prepared by the University Librarian, after consultation with the incumbent member if there is one. The provisions of such position descriptions shall constitute a reasonable workload and shall be generally consistent with the professional nature of the position and with a thirty-five hour work week.
- 17.03 If there are no significant differences between the University Librarian and the incumbent member, the University Librarian shall forward the proposed position description to the Vice-President (Academic), along with the name of the incumbent member who assisted in its preparation.
- 17.04 Any significant differences between the University Librarian and the incumbent member over the provisions of the position description shall be referred to the Appointments, Promotions and Position Evaluation Committee (pursuant to Article 20.05) for its review and decision. During the process, the Vice-President (Academic) will replace the University Librarian as Member and Chair of the Committee. The original and proposed position descriptions shall be given to the Committee. The Committee will hear presentation from both the University Librarian and the incumbent member. The Committee shall attempt to resolve any outstanding differences between the University Librarian and the incumbent member.
- 17.05 The position descriptions shall be implemented only after the above procedure has been completed.
- 17.06 The work activities with respect to a given position may change with time. A review of each position description may be initiated by the University Librarian or on request by the incumbent member.
- 17.07 Copies of the position description shall be forwarded to the University Librarian, the incumbent, and to the Association within 20 days following the decision of the Committee.

## **ARTICLE 18: WORKLOAD FOR LIBRARIAN MEMBERS**

- 18.01 A Librarian member shall accept his/her workload as communicated to him/her by the University Librarian. On the average the workload for a member is 35 hours per week. A Librarian member who believes that his/her assigned workload is excessive in relation to the workload of other Librarian members has the right to have the Vice-President (Academic) review his/her workload.
- 18.02 For hours worked in excess of the normal workload, equivalent time off shall be scheduled, the day and time being subject to the approval of the University Librarian.
- 18.03 The University Librarian has responsibility for the scheduling of evening and weekend duties of members, taking into account the following:
- (A) the needs and priorities of the Library;
  - (B) the member's engagement in committee service; and,
  - (C) any other relevant factors.

Whenever possible, the member concerned shall be consulted with respect to the schedule to be assigned. A member shall not be scheduled for more than one evening and one weekend shift per week for reference and information desk services, except for special conditions such as staff shortages owing to vacations, illness, vacancies, special projects, etc.

- 18.04 Librarians assigned to work by the University Librarian on statutory holidays as defined in Article 36.02 shall be entitled to compensatory time off at the rate of one and a half hours for each hour worked. The scheduling of such time off shall be subject to the approval of the University Librarian.

## **ARTICLE 19: APPOINTMENT OF FACULTY MEMBERS**

### **19.01    Types of Appointments**

19.01.01    Appointments for faculty members shall be:

- (A)      tenured;
- (B)      probationary;
- (C)      limited term; or
- (D)      contract lecturer.

### **19.01.02    Tenured Appointments**

- (A)      A tenured appointment shall continue until retirement or until otherwise terminated pursuant to this Agreement.
- (B)      Individuals who hold a tenured position at another university may be appointed with tenure, pursuant to Article 25.13.

### **19.01.03    Probationary Appointments**

- (A)      A probationary appointment shall continue up to six years and leads to consideration for tenure unless otherwise terminated pursuant to this Agreement. A probationary appointment is a period of appraisal during which time the member is expected to meet the criteria and standards of performance required for the granting of tenure.
- (B)      The initial full-time appointment to any academic rank normally shall be a probationary appointment for a period of three years, except as provided in 19.01.02(B) and 19.01.04.
- (C)      An academic year in which a member with a probationary appointment spends an accumulated period of more than six months on leave(s) pursuant to Article 37 shall not count toward the three years of the member's initial or renewed probationary appointment.
- (D)      Probationary appointments normally commence on July 1<sup>st</sup> or August 1<sup>st</sup>. When such an appointment commences after July 1<sup>st</sup> but prior to December 31<sup>st</sup>, the probationary period shall be deemed to have commenced on the previous July 1<sup>st</sup>. When such an appointment commences on or after January 1<sup>st</sup> but prior to June 30<sup>th</sup>, the probationary period shall be deemed to have commenced on the next July 1<sup>st</sup>.
- (E)      The member shall be informed by January 15<sup>th</sup> of the final year of his/her initial probationary appointment that:
  - (a)      he/she is offered a tenured appointment effective July 1<sup>st</sup>;

- (b) he/she is offered a renewal of his/her probationary appointment for an additional three-year period; or
- (c) his/her appointment shall terminate as of June 30th.
- (F) During the final year of the initial probationary appointment or during any year of a second probationary appointment, the member may apply for tenure during any year by written notification to his/her Dean by September 30th. The member must apply for tenure by no later than September 30th of the final year of his/her second probationary appointment.
- (G) The member shall be informed by January 15th of the final year of his/her second probationary appointment that:
  - (a) he/she is offered a tenured appointment effective July 1st; or,
  - (b) his/her appointment shall terminate as of June 30th.

19.01.04 **Limited Term Appointments**

- (A) A limited term appointment is for a stated period of time, and carries no implication of renewal or continuation beyond the stated term and no implication that the appointee shall be considered for tenure.
- (B) Limited term appointments may be made to:
  - (a) bring distinguished visitors to the University;
  - (b) provide replacements for members on leave;
  - (c) respond to a specific teaching or research need which, for budgetary and/or academic reasons, is not intended to result in a continuing appointment; or,
  - (d) fill a position for which there has been inadequate opportunity to conduct a satisfactory search for a probationary or tenured appointee; or,
  - (e) fill a position, having conducted a search pursuant to Article 19.02 for a probationary or tenured appointee, with an appointee who has not completed the required academic qualifications for the position but is expected to do so.
- (C) The Board shall inform the Association of the period and purpose of each limited term appointment.
- (D) A member with academic rank on a limited term appointment who accepts an immediately subsequent probationary appointment in the same Department shall, at the discretion of the member, be credited for time spent on the limited term appointment, to a maximum of two years, when he/she is being considered for renewal of the probationary appointment, for tenure, for promotion, and for Sabbatical and Study Leave. The number of years of credit will be reflected in the probationary letter of appointment.
- (E) The total consecutive years a member may serve on limited term appointment(s) shall not exceed three years.

## 19.02 Appointment Procedures for Full-Time Faculty Members

- 19.02.01 When a vacancy has been approved for staffing by the President, the Department/School concerned shall establish a search procedure, which shall be communicated in writing to the Dean by the Chair/Director. The Department/School may delegate its responsibilities under 19.02 to an Appointments Committee consisting of three or more members. If an Appointments Committee is established, the search procedure should describe the nature of the involvement, if any, of the remaining members of the Department/School in the process. "Department/School" means "Appointments Committee" in 19.02.02 through 19.02.07, if such has been established. "Department/School" means "Faculty" for the Faculties of Education, Business Administration, Forestry and the Forest Environment.
- 19.02.02 The Department/School shall consult with the Dean to jointly establish an appropriate description of the duties and responsibilities of the position and the desired qualifications of a successful candidate. Such criteria should be related to departmental needs and objectives and, for tenure-stream appointments, consistent with the established criteria for renewal of probationary appointments and the granting of tenure. The Dean and the Department/School shall consider the Faculty Employment Equity Policy in all appointments.
- 19.02.03 New appointments for full-time positions shall be advertised within the University and outside the University in suitable publications such as University Affairs and the CAUT Bulletin. Where appointments must be made urgently for academic reasons, or in the case of contractually-limited term appointments, the Dean, after consulting with the Department/School may authorize exceptions to this requirement. Advertising shall be designed to reach qualified individuals legally entitled to work in Canada. The placing of advertisements and receipt of applications shall be the responsibility of the University administration.
- 19.02.04 The Department/School shall recommend its preferred candidate to the Dean, shall include supporting documentation, and shall recommend, after consultation with the Dean, the type of appointment, rank, salary, probable teaching duties and other responsibilities, and other expectations and/or conditions of appointment. The Department/School's report to the Dean shall include the dissenting opinions, if any, of Department/School members.
- 19.02.05 Normally the Dean shall accept the recommendation and shall forward it to the Vice-President (Academic). The Dean may reject the recommendation for good and sufficient reason related to the candidate's qualifications or the procedures followed, including the adequacy of the search for qualified individuals legally entitled to work in Canada. In such cases the Dean shall meet with the Department/School to advise it of his/her reasons for rejecting the recommendation.
- 19.02.06 If the Department/School and the Dean cannot agree on a final recommendation, the Dean shall submit both his/her recommendation and the report of the Department/School to the Vice-President (Academic).
- 19.02.07 The Vice-President (Academic) shall make a recommendation to the President.

- 19.02.08 The successful candidate shall be appointed by the Board on the recommendation of the President, but no person shall be appointed whose application, curriculum vitae, and proposed type of appointment have not been submitted to the Department/School for review.
- 19.02.09 The President shall provide each successful candidate with a letter of appointment containing the following information:
- (A) the date at which the appointment commences;
  - (B) type of appointment;
  - (C) salary for the first year of the appointment;
  - (D) the number of years of full-time equivalent university service credited in the determination of the salary in (C) for probationary or tenured appointments;
  - (E) rank;
  - (F) Department or School in which the candidate is to be appointed;
  - (G) any other terms and conditions pertaining to the appointment, particularly conditions that would affect renewal of a probationary appointment or the granting of tenure and the Faculty Employment Equity Policy;
  - (H) responsibilities for the first year of the appointment;
  - (I) a statement that the appointment is subject to the provisions of the Agreement; and
  - (J) website references to the Collective Agreement and Benefit Information.

The following documents shall be enclosed with the letter of appointment:

- (i) a copy of a statement supplied by the Association providing contact information and informing the candidate that he/she may approach the Association for information and conditions of employment.

### 19.03 **Appointment Procedures for Contract Lecturer Members**

- 19.03.01 **Contract** Lecturer positions to be filled shall be posted on relevant departmental/school bulletin boards for a period of no less than two weeks and, whenever possible, no later than May 1st for fall/winter and full year courses and no later than February 1<sup>st</sup> for spring/summer courses. Such posting shall include the following: date of posting; title of the position; starting date; duration and location; qualifications preferred; and date of application closure. Recommendations for Contract Lecturer appointments shall be posted for five days before an official offer is made.

Position vacancies may be filled without posting but pursuant to Article 19.03.02 in the event of unanticipated course enrolment increases such that an additional section is established or in order to respond to emergency situations.

- 19.03.02 The criteria used in the appointment to a Contract Lecturer position shall include academic qualifications, ability to perform the various duties of the position, and applicable prior experience.



- (A) A Contract Lecturer Member who has been a Contract Lecturer Member of the Association for at least the three previous academic years shall have the right of first refusal on Contract Lecturer positions for which he/she is qualified on the basis of the above three criteria.
- (B) A Contract Lecturer Member who has the right of first refusal may apply in writing to the appropriate Dean for permission to retain his/her first refusal status for up to twenty-four (24) months. This permission shall not be unreasonably withheld.
- (C) When the above factors are considered to be relatively equal among two or more candidates who have the right of first refusal, seniority shall apply. Seniority of a Contract Lecturer Member shall be calculated as the total number of full-course equivalents taught by a Contract Lecturer Member since September, 1988. If there is a break in service of more than two consecutive years, any courses taught prior to that break will not be included in the calculation of seniority.
- (D) There is no guarantee on the number of courses a Contract Lecturer Member may teach each year. However, where courses are available, for which he/she is available, a Contract Lecturer Member is allowed to teach up to six half-course equivalents in the combined Fall/Winter term and two half-course equivalents in each of the Spring/Summer terms. This does not preclude a Contract Lecturer Member from teaching additional courses subject to mutual agreement of the Contract Lecturer Member, the member's academic unit, and the Board.
- (E) Normally, Level 2 or 3 Contract Lecturer Member shall receive their annual Contract Lecturer appointments at one time no later than July 31<sup>st</sup> for the Fall Term, Winter Term, and full year courses, and no later than March 15<sup>th</sup> for the Spring and Summer Terms.

19.03.03 Contract Lecturer appointments beyond the normal retirement age (Article 34.01(A)) are acceptable subject to the mutual agreement of the Contract Lecturer Member, the member's academic unit, and the Board.

#### 19.04 **Contract Lecturer Member Levels**

19.04.01 With reference to gaining membership in the bargaining unit and for determining the appropriate level for a Contract Lecturer Member, courses will be credited as follows:

- (i) for half courses with fewer than the required minimum enrolment (15-19), one HCE (or two HCES for a full course) will be counted;
- (ii) for distance education courses, if the compensation paid to the Contract Lecturer is greater than or equal to 75% of the full stipend, one HCE (or two HCES for a full course) will be counted;
- (iii) for music performance courses, 10 or more hours of instruction per week will be counted as two HCEs;
- (iv) reading courses will not count towards membership in the bargaining unit.

## **ARTICLE 20: APPOINTMENT OF LIBRARIAN MEMBERS**

### **20.01 General Conditions**

- 20.01.01 Appointment as a professional librarian shall be limited to persons with the following minimum qualifications:
- (A) an undergraduate degree from a recognized university; and,
  - (B) a degree from a library school accredited by the American Library Association, or by a comparable Canadian accrediting body if such is established, or a comparable combination of experience and formal qualifications.
- 20.01.02 Appointments shall be made to one of the following ranks: Librarian I, Librarian II, Librarian III, Librarian IV.
- 20.01.03 Unless specifically provided otherwise in the letter of appointment, a member is employed 12 months a year, including vacation time and statutory holidays.
- 20.01.04 Appointments may be made at any time during the year, and shall be one of the following types:
- (A) limited term;
  - (B) probationary; or
  - (C) continuing.

### **20.02 Limited Term Appointment**

- 20.02.01 A limited term appointment is for a stated period of time and carries no implication of renewal or continuation beyond the stated term and no implication that the appointee shall be considered for a continuing appointment.
- 20.02.02 A limited term appointment may be made to:
- (A) provide a replacement for a member on leave;
  - (B) meet specific Library needs of limited duration; or
  - (C) fill a position for which there has been inadequate opportunity to conduct a satisfactory search for a probationary appointee.
- 20.02.03 The total consecutive years a member may serve on limited term appointment(s) shall not exceed two years without the agreement of the Association, except where the limited term appointment(s) is funded entirely from granting agencies external to the University. In this latter instance, the total consecutive years a member may serve in a limited term capacity shall not exceed the duration of the external funding without the agreement of the Association.

- 20.02.04 In addition to the information provided to the Association pursuant to 12.01, the Board shall inform the Association of the period and purpose of any limited term appointment.

20.03 **Probationary Appointment**

- 20.03.01 A probationary appointment shall be for one year. During that year performance judged to be unsatisfactory shall be just cause for termination of the probationary appointment pursuant to 20.03.03. The probationary appointment may be extended for up to one additional year when
- (A) the member's performance has been marginally satisfactory and, in the opinion of the University Librarian, may be expected to improve, or
  - (B) in the opinion of the University Librarian the probationary period has not provided a suitable opportunity for the member to demonstrate satisfactory performance.
- 20.03.02 A probationary appointment is a period of appraisal during which time the member is expected to meet the standards of performance required for a continuing appointment.
- 20.03.03 The member shall be informed within five (5) days of each quarterly performance review of the result of the review. If the member's performance is judged clearly unsatisfactory following a quarterly review, he/she may be informed that, if the unsatisfactory performance persists, he/she may be given one month's notice of termination of the probationary appointment. If the member's performance is judged marginally unsatisfactory following a quarterly review, he/she may be informed that, if his/her performance is judged to be unsatisfactory at a subsequent quarterly review, he/she may be given one month's notice of termination of the probationary appointment. The member shall be given advice and support for improvement throughout the probationary period.
- 20.03.04 The member shall be informed within five (5) days of the twelve (12) month evaluation that:
- (A) he/she is offered a continuing appointment effective at the beginning of the thirteenth (13th) month;
  - (B) he/she is offered an extension of the probationary period; or
  - (C) his/her appointment shall terminate and he/she shall receive one month's notice or pay in lieu thereof.
- 20.03.05 A member on an extended probationary appointment shall be informed within five (5) days of the final evaluation that:
- (A) he/she is offered a continuing appointment effective at the beginning of the month following the end of the extended probationary period; or
  - (B) his/her employment shall terminate and he/she shall receive one month's notice or pay in lieu thereof.

20.04 **Continuing Appointment**

A continuing appointment shall continue until retirement or until otherwise terminated pursuant to this Agreement.

20.05 **Appointments, Promotions and Position Evaluation Committee**

20.05.01 There shall be an Appointments, Promotions and Position Evaluation Committee with three members. The Committee shall consist of the University Librarian serving as chair and two librarians with continuing appointments selected by librarian members of the bargaining unit.

20.05.02 The two members shall serve for a term of two years with a new representative being selected each year. Terms commence as of a given July 1st and terminate twenty-four (24) months thereafter.

20.05.03 The Committee shall consider applications for appointment and promotion.

20.05.04 Any member of the Committee who has applied for appointment to a new position or for promotion shall be excused from the Committee and an alternative member shall be selected by the librarian members of the bargaining unit.

20.05.05 If a member of the Committee selected by the membership resigns or is unable to serve for any other valid reason, an alternate member shall be selected by the librarian members of the bargaining unit to serve out that term or appropriate portion thereof.

20.06 **Appointment Procedures**

20.06.01 When a vacancy occurs, the University Librarian will send written notification to all Librarians stating the plans for replacement and the disposition of duties within one month after such Librarian position becomes vacant. The University Librarian shall provide a monthly update to Librarian members on the progress of his/her plans for replacement and disposition of duties.

20.06.02 When a vacancy has been approved for staffing, the University Librarian shall convene a meeting of the Appointments, Promotions and Position Evaluation Committee.

20.06.03 The Vice-President (Academic) shall review the duties and responsibilities of the vacant position and the qualifications desired in a successful candidate. For vacancies below the department head level, the department head will meet with the Appointments, Promotions and Position Evaluation Committee in its review of the duties and responsibilities of this position.

20.06.04 Notice of a vacancy, of the desired qualifications, and of the application deadline shall be sent to all librarian members. Vacancies may be advertised outside the University in suitable publications such as Feliciter, University Affairs and/or the CAUT Bulletin. The placing of advertisements and the receipt of applications shall be the responsibility of the University Administration.

- 20.06.05 The Appointments, Promotions and Position Evaluation Committee shall review the internal and external applications received and shall interview all qualified applicants it selects. For applications below the department head level, the department head shall be included in the interview process. The University Librarian shall select the successful applicant giving consideration to the evaluation of the applicants by the Committee and, where applicable, the department head.
- 20.06.06 A limited term appointment may be made without following the above procedures at the discretion of the University Librarian.
- 20.06.07 The Vice-President (Academic) shall provide the successful applicant with a letter of appointment containing the following information:
- (A) the date at which the appointment commences;
  - (B) type of appointment;
  - (C) starting salary;
  - (D) rank;
  - (E) department in which the candidate is to be appointed;
  - (F) any other terms and conditions pertaining to the appointment which are not inconsistent with the provisions of this Agreement;
  - (G) a copy of the position description for the position;
  - (H) a statement that the appointment is subject to the provisions of this Agreement; and
  - (I) website references to the Collective Agreement and Benefit Information.

The following documents shall be enclosed with the letter of appointment:

- (i) a copy of a statement supplied by the Association providing contact information and informing the candidate that he/she may approach the Association for information and advice regarding terms and conditions of employment.

## 20.07 **Appointment of Department Heads**

- 20.07.01 A member may be appointed as head of a Library department by the University Librarian, pursuant to 20.06.
- 20.07.02 Upon appointment as a department head, a member shall serve a trial period which shall not exceed one year. At the conclusion of the trial period, the member either shall be confirmed as head of the department if his/her professional performance during the trial period was satisfactory, or shall be returned to his/her former rank and the salary he/she would be receiving if the appointment had not been made.
- 20.07.03 A rank no lower than Librarian III shall be acquired by appointment as department head.

## **ARTICLE 21: PERFORMANCE REVIEWS FOR LIBRARIANS**

- 21.01     21.01.01     Reviews of a member's performance as a professional librarian shall be conducted pursuant to this Article. Conclusions reached in the course of a review shall be reasonable and consistent with the information used in the review.
- 21.01.02     Formal evaluations of a member's performance may be used in any University appraisal of the member.
- 21.02     **Performance Criteria**
- 21.02.01     The duties and responsibilities of a member which may be subject to performance review encompass four fields of activity:
- (A)     professional service;
  - (B)     service to the University;
  - (C)     service to the profession and the community; and
  - (D)     research and other scholarly activities.
- 21.02.02     A review of a member's professional service performance shall be based on the following criteria as they relate to the member's assigned duties and responsibilities during the period in review:
- (A)     quality and consistency of performance and effective application of knowledge and skills;
  - (B)     organization of work, including the ability to set priorities, to choose efficient means of accomplishing goals and to use time effectively;
  - (C)     quantity and timeliness of work, including the level of productivity and ability to meet deadlines;
  - (D)     judgement, including recognition of problems, decision making and the ability to assess alternate solutions and the consequences of recommendations;
  - (E)     communication skills, including the ability to communicate effectively in speech and in writing, and the ability to gain the confidence, cooperation and respect of others;
  - (F)     initiative, including choosing objective, resourcefulness and creative innovation, flexibility and responsiveness to new ideas; and
  - (G)     supervisory skills, where applicable.
- 21.02.03     A review of a member's performance in service to the University, service to the profession and the community, and research and other scholarly activities, shall be based on the following criteria:
- (A)     effectiveness of service to the University, as evidenced by successful service on University committees, activities that further the welfare of the University, etc. (pursuant to Article 16.09);
  - (B)     active participation in professional and/or scholarly organizations, and/or professionally related community service (pursuant to Article 16.10); and
  - (C)     scholarly ability (where a member is engaged in research or other scholarly activities ( pursuant to 16.11).

21.03 The standards of performance that can be reasonably expected within the various criteria stated in 21.02 vary with the experience, administrative responsibilities, type of appointment and position of the members.

21.04 **Performance in a Probationary Appointment**

21.04.01 The professional service performance of a member on a probationary appointment shall be formally reviewed at three (3) month intervals. The University Librarian shall be responsible for the formal reviews and shall consult with the member's department head, if any.

21.04.02 The performance of a member shall be reviewed on the basis of the criteria described in 21.02.02.

21.04.03 The University Librarian shall provide the member with a written copy, including copies of all documentation, of his/her evaluation of a member's performance at least three (3) days in advance of a meeting with the member to discuss his/her performance. The member shall sign the report to signify that he/she has read the review and has discussed his/her performance at the meeting with the University Librarian. The signature does not indicate that the member agrees with the evaluation.

21.04.04 At the conclusion of a probationary or extended probationary period, a performance review pursuant to this Article that concludes that the member has not met the standards of performance required for a continuing appointment shall be just cause for termination of the appointment.

21.05 **Performance in a Continuing Position**

21.05.01 The parties recognize that no periodic, structured performance review substitutes for regular communication between the University Librarian and a member, for constructive staff relations or for addressing staff problems promptly and reasonably.

21.05.02 The performance of a member on a continuing appointment shall be formally reviewed after receipt of the Librarian member's activity report for the year by the University Librarian, who shall consult with the member's department head, if any. The performance review shall be for the immediately preceding period from May 1st to April 30th. At the meeting held on or before July 31st pursuant to 21.05.06, an exchange of information on the state of Library operations and of issues of concern shall be encouraged.

21.05.03 The performance of a member shall be reviewed on the basis of the criteria described in 21.02.

21.05.04 Prior to carrying out the performance review, the University Librarian, on his/her own initiative may, or on the request of the member shall, obtain written information about and/or evaluation of the member's work from other librarians, University colleagues, library users and/or professional associates. When the University Librarian does so on his/her own initiative, he/she shall so inform the member in advance.

21.05.05 Depending on the degree of a member's participation in service to the University pursuant to 16.09, in service to the profession and the community pursuant to 16.10 and in research and other scholarly activities pursuant to 16.11, professional service performance pursuant to 21.02.02 shall be given a majority weighting and other performances pursuant to 21.02.03 shall be given a lesser weighting in the performance review. A librarian member who believes that his/her weighting is inappropriate has the right to have the Vice-President (Academic) review his/her weighting.

21.05.06 The University Librarian shall provide the member with a written copy, including copies of all documentation, of his/her evaluation of a member's performance at least three (3) days in advance of a meeting with the member to discuss his/her performance. The member shall sign the report to signify that he/she has read it and has discussed his/her performance at the meeting with the University Librarian. If there is disagreement with the evaluation, the member shall so indicate upon the signing of the report. Within three (3) days of the meeting the member shall provide a concise written statement of his/her reasons for dissent and this statement shall be attached to and become part of the evaluation report. Failure to supply a statement of disagreement shall be taken as acceptance of the University Librarian's evaluation.

21.06 **Performance in a Headship Trial Period**

21.06.01 The performance of a member in a trial period as a department head pursuant to 20.06.02 shall formally be reviewed at the mid-point and the conclusion of the trial period.

21.06.02 The procedures described in 21.05.02, 21.05.03, 21.05.04, 21.05.05 and 21.05.06 shall apply to reviews conducted pursuant to 21.06.01.

21.07 **Documentation**

All documentation used on a review shall be dated and attached to the report prepared by the University Librarian with respect to the review, and filed in the member's official personnel file. No anonymous material may be used. When the University Librarian believes that confidential material, from the member's official personnel file or gathered pursuant to 21.05.04, should be used, the member shall be given a typed copy of such confidential material, edited to remove statements that could identify the author.



## **Article 22: PROMOTION, TENURE AND RENEWAL COMMITTEES**

22.01 There shall be two Promotion, Tenure, and Renewal Committees responsible for making recommendations to the President concerning:

- (A) the renewal of probationary appointments;
- (B) the granting of tenure to members holding probationary appointments; and,
- (C) the promotion of members.

One Committee shall be referred to as the Arts and Science Committee and shall consider members from the following Faculties: (i) Science and Environmental Studies: the Departments of Anthropology, Biology, Chemistry, Computer Science, Geography, Geology, Mathematical Sciences, and Physics; and (ii) Social Sciences and Humanities: the Departments of Economics, English, History, Indigenous Learning, Languages, Music, Philosophy, Political Science, Psychology, Sociology, Visual Arts and Women's Studies;

The other Committee shall be referred to as the Professional Faculties Committee and shall consider members from the following Faculties: Business Administration; Education; Engineering; Forestry and the Forest Environment; and Professional Schools.

22.02 22.02.01 The composition of each Promotion, Tenure, and Renewal Committee shall be as follows:

- (A) a non-voting Chair who shall be the Vice-President (Academic);
- (B) six tenured professors or associate professors who shall be elected by and from the faculty members within Departments or Schools or Faculties concerned;
- (C) two tenured professors or associate professors from the other committee who obtained the highest number of votes;
- (D) one Faculty Dean (in the case of the Arts and Science Committee, a Dean elected from the Deans of the Faculty of Science and Environmental Studies, and the Faculty of Social Sciences and Humanities; in the case of the Professional Faculties Committee, a Dean elected from the Deans of Business Administration, Education, Engineering, Forestry and the Forest Environment, and Professional Schools by the faculty members within the Faculties concerned); and
- (E) the other Dean elected in (D) (in the case of the Arts and Science Committee, the Dean elected from Business Administration, Education, Engineering, Forestry and the Forest Environment, and Professional Schools; in the case of the Professional Faculties and Schools Committee, the Dean elected from the Deans of the Faculty of Science and Environmental Studies, and the Faculty of Social Sciences and Humanities), who shall be a non-voting member.

For (B), in the Arts and Science Committee three members shall be from the Faculty of Science and Environmental Studies and three members shall be from the Faculty of Social Sciences and Humanities from each of the following groups and no more than one member shall be from the same Department;

- (i) Faculty of Science and Environmental Studies: the Departments of Anthropology, Biology, Chemistry, Computer Science, Geography, Geology, Mathematical Sciences, and Physics;
- (ii) Faculty of Social Sciences and Humanities: the Departments of Economics, English, History, Indigenous Learning, Languages, Music, Philosophy, Political Science, Psychology, Sociology, Visual Arts and Women's Studies;

In the Professional Faculties and Schools Committee, no more than one member shall be from each of Business Administration; Education; Engineering; Forestry and the Forest Environment; Kinesiology; Nursing; Outdoor Recreation, Parks and Tourism; and Social Work.

22.02.02 Replacements when needed shall be appointed by the Chair of the Promotion, Tenure, and Renewal Committee, and must follow whenever possible the distribution requirements of Article 22.02.01 and they shall be those individuals who received the next highest number of votes to the members who are elected by the Faculty.

22.03 A member is not eligible to be elected or appointed to the Promotion, Tenure and Renewal Committee if:

- (A) he/she is not tenured;
- (B) he/she is on Leave or expects to be on Leave for an extended period during the months of September to June of the current academic year;
- (C) he/she has served on the Committee in each of the previous three years;
- (D) he/she is to be considered for promotion in that year;
- (E) he/she is the President of the Association or its Chief Grievance Officer; or
- (F) he/she is aware that a family member will be coming before the Committee during the academic year (pursuant to Article 4.02).

22.03.01 If a candidate who is to be considered by the Committee can successfully demonstrate to the Chair prior to October 25<sup>th</sup> that a Committee member is biased and therefore incapable of rendering a fair judgement, that Committee member shall be excused from the Committee and be replaced pursuant to Article 22.02.02 for all Committee deliberations. A candidate has an obligation to inform the Chair if any member(s) of the Committee is/are a family member (pursuant to Articles 2 and 4.03 revised submission). Such person(s) shall be excused from the Committee and be replaced pursuant to Article 22.02.02 for all Committee deliberations.

- 22.04 The Administrative Assistant to the Vice-President (Academic) shall complete the elections of the Promotion, Tenure, and Renewal Committees by October 15th of each year. The Board and the Association each shall appoint one scrutineer for the elections.
- 22.04.01 Those who are on full-time probationary or tenured appointments and have been at the University for more than one year and who are not on Leave of Absence Without Pay are eligible to vote.
- 22.04.02 The ballots must be submitted to the Administrative Assistant to the Vice-President (Academic) or his/her designate a) in person or b) in an unmarked sealed envelope which in turn is enclosed in another envelope on which the voter signs his/her name. The names of those submitting a ballot will be checked off by the Administrative Assistant to the Vice-President (Academic) or his/her designate. Where ballots are submitted in person, they will be placed in a sealed ballot box by the voter. Where ballots are submitted by envelope, the unmarked sealed envelope will be placed in the sealed ballot box in the presence of a scrutineer appointed by the Association. The seal will be broken and the ballots will be counted in the presence of the scrutineers.
- 22.05 A meeting of the Promotion, Tenure, and Renewal Committees shall be convened and chaired by the Vice-President (Academic) by October 31st of each year for the purpose of familiarizing all Committee members with the responsibilities and procedures of the Committees, including recognition of the Faculty Employment Equity Policy.
- 22.06 A quorum for a Promotion, Tenure, and Renewal Committee shall consist of the full voting membership.
- 22.07 A meeting of the Promotion, Tenure, and Renewal Committee shall be convened and chaired by the Vice-President (Academic) by November 30th of each year for the purpose of considering candidates for Renewal and Tenure and those candidates who are simultaneously applying for Tenure and Promotion to the rank of Associate Professor.
- 22.08 A meeting of the Promotion, Tenure, and Renewal Committee shall be convened and chaired by the Vice-President (Academic) by April 30th of each year for the purpose of considering candidates for Promotion who are not simultaneously applying for Tenure and promotion to the rank of Associate Professor.
- 22.09 To achieve a recommendation for tenure or promotion the candidate must receive at least six positive votes. To achieve a recommendation for renewal the candidate must receive at least five positive votes. The Vice-President (Academic) will advise members of the Promotion, Tenure, and Renewal Committee of the results of the ballots immediately after the ballots have been counted.

## **ARTICLE 23: RENEWAL OF PROBATIONARY APPOINTMENT**

### **23.01 Criteria for Renewal**

- 23.01.01 To receive a recommendation for renewal, the member must show reasonable progress toward meeting the criteria for tenure, pursuant to 25.02 with the exception of 25.02.01 (A) and 25.02.01(C).
- 23.01.02 It is the candidate's responsibility to provide the Promotion, Tenure, and Renewal Committee with sufficient information for it to make a reasoned evaluation with respect to the criteria.

### **23.02 Renewal Procedure**

- 23.02.01 The Dean shall inform a member in writing before September 15th of the final year of his/her first probationary appointment that he/she will be considered for renewal by the Promotion, Tenure, and Renewal Committee. By September 30<sup>th</sup> the member shall indicate to the Vice-President (Academic) through the Dean whether he/she also wishes to be considered for tenure pursuant to Article 25.
- 23.02.02 A member who chooses to be considered for renewal shall supply the Vice-President (Academic) and his/her Dean with the following information by September 30th:
  - (A) a copy of his/her current curriculum vitae;
  - (B) copies of the written information given to students pursuant to Article 16.02.06 for all courses taught by the candidate during the probationary period;
  - (C) a copy of those materials the candidate wishes to use as evidence of fulfillment of his/her teaching responsibilities;
  - (D) a copy of those materials which the candidate wishes to use as evidence of fulfillment of his/her research and other scholarly activities; and,
  - (E) any other information which the candidate feels would aid his/her case.

23.03 The Vice-President (Academic) shall have an information file assembled for each candidate containing the candidate's letter of appointment, the materials described in 23.02.02, and shall make this file accessible to all Promotion, Tenure, and Renewal Committee members. When the Vice-President (Academic) believes that confidential material from the member's official personnel file should be used, the member shall be given a typed copy of any such confidential materials, edited to remove statements that could identify the author and without the author being identified. The Committee shall have the same copy and shall know the identity of the author.

23.04 For each candidate for renewal of a probationary appointment, the Dean shall make the candidate's information file available to full-time faculty members in the candidate's School, Department or Faculty (excluding those on full-time probationary appointments

who have been at the University for less than one year, faculty on term appointments, and faculty members who are on leave and unable to review the information file on campus in person) and shall solicit from each full-time faculty member in the School, Department or Faculty (excluding those noted above, the candidate, and the immediate supervisor) a signed, written opinion on the renewal of the probationary appointment. The Dean shall impress upon the members the need to relate opinions and comments to the criteria for renewal pursuant to 23.01, the Faculty Employment Equity Policy, and to any formal departmental criteria which are not inconsistent with this Agreement. The signed written opinion shall be submitted on the approved ballot to the Dean and, in cases where the Dean is not the candidate's immediate supervisor, a second copy of the signed written opinion shall be submitted on the approved ballot to the candidate's immediate supervisor. The Dean shall forward the originals to the Vice-President (Academic) at least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee.

23.04.01 In cases in which the candidate holds a joint appointment, the Dean of the candidate's principal School, Department or Faculty shall make the candidate's information file available to full-time faculty members in the candidate's Secondary Program, School, Department or Faculty (excluding those on full-time probationary appointments who have been at the University for less than one year, faculty on term appointments, and faculty members who are on leave and unable to review the information file on campus in person) and shall solicit signed, written opinions from each full-time faculty member (excluding those noted above and the candidate) and the Director or Chair or Dean of the candidate's Secondary Program, School, Department or Faculty. The Dean shall impress upon the members the need to relate opinions and comments to the criteria for renewal pursuant to 23.01, the Faculty Employment Equity Policy, and to any formal departmental criteria which are not inconsistent with this Agreement. The signed written opinion shall be submitted on the approved ballot to the Dean and, in cases where the Dean is not the candidate's immediate supervisor, a second copy of the signed written opinion shall be submitted on the approved ballot to the candidate's immediate supervisor. The Dean shall forward the originals to the Vice-President (Academic) at least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee.

23.04.02 When a candidate is also applying for promotion to the rank of Associate Professor and tenure, the Dean shall conduct the reviews simultaneously.

23.05 At least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee the immediate supervisor shall supply the Vice-President (Academic) with his/her own written recommendation concerning the candidate and shall provide the candidate with a copy of the recommendation. The immediate supervisor may comment on any material contained in the approved ballots which he/she believes is not related to the relevant criteria.

23.06 At least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee to consider the candidate's renewal, the Dean shall advise the candidate in writing, with a copy to the Vice-President (Academic), of the number of faculty members supporting and not supporting the renewal and shall provide him/her with unattributed typed copies of the reasons given for the support or lack of support. These unattributed reasons shall be organized under the topics contained in the approved ballot.

- 23.07 The candidate shall be invited to appear before the Committee and shall have the right to be accompanied by a colleague from the University. The candidate and/or his/her colleague shall have the right to address the Committee, to respond to questions, and to hear any new information which may be given relative to his/her candidacy.
- 23.08 23.08.01 The Promotion, Tenure, and Renewal Committee, in considering whether the candidate meets the criteria for renewal, shall take into account:
- (A) the contents of the information file pursuant to 23.03;
  - (B) any relevant conditions specified in the candidate's letter of appointment which are not inconsistent with 23.01;
  - (C) the opinions of his/her colleagues, pursuant to 23.04;
  - (D) the recommendation of his/her immediate supervisor and, in cases where the Dean is not the candidate's immediate supervisor and where requested by the candidate, the recommendation of his/her Dean pursuant to 23.05;
  - (E) any departmental criteria submitted to the Promotion, Tenure, and Renewal Committee which are not inconsistent with 23.01; and
  - (F) the Faculty Employment Equity Policy.
- 23.08.02 Members of the Committee shall record their vote on an official ballot and shall write on the ballot a reasoned opinion supporting the vote.
- 23.08.03 The Chair of the Committee shall prepare a written report from the Committee on each candidate which shall include the recommendation of the Committee, the result of the ballot vote, and any comments which the Chair wishes to make. Attached to the report and forming part of it shall be the original ballot of each Committee member. The report shall be forwarded to the President.
- 23.09 The candidate shall be informed by the President in writing by January 15<sup>th</sup> of the Committee's recommendation to the President and of the President's recommendation to the Board. The candidate and his/her Dean shall receive a copy of the Committee report, including unattributed copies of the reasons given by members of the Committee for the support or lack of support. If the President's recommendation to the Board is inconsistent with the recommendation of the Committee, the President shall advise the candidate and members of the Committee in writing of the reasons for his/her decision.
- 23.10 All materials in an information file about a candidate, written Departmental opinions, records or evidence taken at hearings, materials used in arriving at the decision, and the Committee ballots shall be retained by the Vice-President (Academic) for at least four (4) years.
- 23.11 A decision of the Board, insofar as it is consistent with the recommendations of the President and the Promotion, Tenure, and Renewal Committee, may be grieved only on the grounds of violation of discrimination pursuant to Article 4, of significant procedural irregularity pursuant to Articles 22 or 23, or of violation of academic freedom pursuant to Article 15.

## **ARTICLE 24 - PROMOTIONS (LIBRARY MEMBERS)**

24.01 Promotion means a change in rank from Librarian I to Librarian II, from Librarian II to Librarian III or from Librarian III to Librarian IV.

### **24.02 Application for Promotion**

24.02.01 An application for promotion shall be submitted in writing to the Vice-President (Academic) and the University Librarian no later than January 15th in any given year.

24.02.02 An application shall include a current curriculum vitae, a copy of those materials the candidate wishes to use as evidence of fulfillment of his/her duties and responsibilities, a description of his/her professional development and scholarly activities and any other information which the candidate thinks would aid his/her case.

24.02.03 In addition to the material described in 24.02.02, a candidate shall include a list of three or more possible referees.

### **24.03 Promotion Procedures**

24.03.01 The Appointments, Promotions and Position Evaluation Committee shall meet to consider any applications for promotion during April or May.

24.03.02 For promotion to Librarian III or Librarian IV, the University Librarian shall solicit letters of reference respecting the member's professional performance and capabilities from two referees chosen from the candidate's list. The University Librarian may solicit up to two (2) additional references or assessments with respect to the member's professional performance and capabilities, and if so doing, shall inform the candidate and shall submit the names of up to four (4) persons who could be asked to serve as referees. The candidate shall have the right to comment in writing on the names suggested and to have such comments included in his/her official personnel file. If the candidate can successfully demonstrate to the University Librarian that a proposed referee(s) is(are) incapable of rendering a reasoned and unbiased judgement, the name(s) of the person(s) shall be removed from the list. If the candidate makes no comments within five (5) days, the University Librarian may select referees from the original list.

24.03.03 When the University Librarian writes to any referee, he/she shall include:

- (A) copies of the materials submitted by the candidate pursuant to 24.02.02; and
- (B) a copy of Article 24.

24.03.04 Each referee shall be asked to comment on the member's professional performance and capabilities on the basis of the referee's knowledge of the member's work and/or of the materials submitted to him/her, and to provide a supporting rationale for his/her appraisal, relating the appraisal to the criteria for the promotion.

- 24.03.05 The comments of the referees, which must be received in written form, shall be edited by the University Librarian to remove anything which might identify the authors, and each shall be retyped.

No less than five (5) days prior to the meeting of the Appointments, Promotions and Position Evaluation Committee, the candidate shall be provided with unattributed edited copies of the referees' comments.

The Appointments, Promotions and Position Evaluation Committee shall receive the same edited copies of the referees' comments, but the authors shall be identified for the Committee.

- 24.03.06 The Appointments, Promotions and Position Evaluation Committee shall consider:

- (A) the materials submitted by the candidate;
- (B) the responses from the referees, if any; and
- (C) the formal performance review made pursuant to Article 21.

- 24.03.07 The candidate shall be invited to appear before the Committee and shall have the right to be accompanied by a colleague from the University.

- 24.03.08 If the Committee requires clarification of any responses from referees and/or performance reviews, it shall invite the writer to provide clarification.

- 24.03.09 To obtain a recommendation for promotion, a candidate must receive the support of the University Librarian plus at least one other member of the Appointments, Promotions and Position Evaluation Committee. Members of the Committee shall record their vote on an official ballot and shall write on the ballot a reasoned opinion supporting the vote.

- 24.03.10 The University Librarian shall prepare a report from the Committee on each candidate which shall include the recommendation of the Committee, the result of the ballot vote and any comments which the University Librarian wishes to make. Attached to the report and forming part of it shall be the official ballot of the Committee.

- 24.03.11 The Vice-President (Academic) shall inform the candidate in writing by June 15th of the result of his/her application for promotion. The candidate shall receive a copy of the report from the Committee. If the application is denied, the Vice-President (Academic) shall advise the candidate at the same time of the reasons for the decision.

- 24.03.12 Unless there are reasonable procedural or substantive grounds for not doing so, the recommendation of the Appointments, Promotions and Position Evaluation Committee shall be accepted.

#### 24.04 **Criteria for Promotion**

- 24.04.01 For evaluating each application for promotion, the following general criteria shall apply:



- (A) the performance criteria pursuant to 21.02, with an emphasis on demonstration of judgement, initiative and the ability to communicate and interact effectively;
- (B) competent fulfilment of the duties and responsibilities of the member's position or positions;
- (C) ability to work constructively with other Library staff and toward the interests of the Library and the University; and
- (D) where appropriate pursuant to 16.09, 16.10 and 16.11, consistent contribution and individual achievement in service to the University, in service to the community and profession and in research or other scholarly work.

24.04.02 In addition to the above general criteria, the following specific criteria for different ranks shall apply:

- (A) for promotion to Librarian II a member shall:
  - (i) hold a continuing appointment; and
  - (ii) have a minimum of one (1) year of full time professional experience in a university library;
- (B) for promotion to Librarian III a member shall:
  - (i) hold a continuing appointment;
  - (ii) have a minimum of seven (7) years of full time professional experience, of which at least five (5) were in a university library;
  - (iii) have given valued service to the Library;
  - (iv) have developed his/her professional expertise; and
  - (v) have given valued service to the profession and/or the University; and
- (C) for promotion to Librarian IV a member shall:
  - (i) hold a continuing appointment;
  - (ii) if hired after July 1, 1993, hold a Master's degree, but exceptional services to the profession or scholarship may compensate for lesser degree qualifications;
  - (iii) have a minimum of five (5) years of service as a department head in a university library or a minimum of ten (10) years of full-time professional experience, of which at least five (5) were in a university library;
  - (iv) have given valued service to the Library;
  - (v) show evidence of sustained professional development; and
  - (vi) show evidence of professional leadership and/or professional scholarship and/or valued service to the University which represents a contribution that is additional to the requirements of 24.04.02(B)(v). Achievement(s) must be of sufficient significance to be recognized both within and beyond the Lakehead University community.

24.04.03 A member with a minimum of five (5) years of service as a department who ceases to be a head as a direct result of Library reorganization shall continue to be eligible for promotion to the rank of Librarian IV.

## **ARTICLE 25: TENURE**

25.01 Where a member applying for tenure holds the rank of Assistant Professor at the time of application, an application for tenure shall be deemed to be a simultaneous application for promotion to the rank of Associate Professor and tenure. A successful outcome for the tenure application shall also be deemed to be a successful outcome for promotion to the rank of Associate Professor.

### **25.02 Criteria for Tenure**

25.02.01 To receive a recommendation for tenure, the member must have the qualifications required to support effectively the University's teaching programs and research and other scholarly and creative activities. In particular, the member must:

- (A) be a full-time member of the teaching staff and hold the academic rank of Associate Professor or above or be a candidate for the promotion to the rank of Associate Professor pursuant to Article 25.01;
- (B) hold a doctorate or the degree normally considered to be terminal in his/her discipline;
- (C) have at least four years of experience in university teaching or a combination of at least two years of university teaching experience plus at least four years of relevant professional practice;
- (D) demonstrate that the quality of his/her teaching is satisfactory as may be established by the evaluation of his/her teaching;
- (E) demonstrate contributions in the field of research or other scholarly and creative activities that go beyond the fulfillment of the requirements of his/her terminal degree; and,
- (F) have discharged reasonable administrative responsibilities within the University community.

25.02.02 Where the criteria in 25.02.01(B) and/or (E) have not been met, the Promotion, Tenure, and Renewal Committee may consider that:

- (A) exceptional quality of teaching, which shall be demonstrated by peer and/or student evaluation of his/her teaching, may compensate for a lesser research and other scholarly and creative output;
- (B) exceptional research and scholarly and creative output may compensate for lesser degree qualifications pursuant to 25.02.01 (B);
- (C) exceptional competence in the activities of administrative service or in professional contributions to the faculty member's community, coupled with teaching of a satisfactory quality, may compensate for a lesser research and other scholarly and creative output; or,

- (D) exceptional quality of teaching, which shall be demonstrated by peer and/or student evaluation of his/her teaching, in combination with exceptional competence in the activities of administrative service or in professional contributions to the faculty member's community may compensate for a lesser research and other scholarly and creative output and for lesser degree qualifications.

25.02.03 It is the candidate's responsibility to provide the Promotion, Tenure, and Renewal Committee with sufficient information for it to make a reasoned evaluation with respect to the criteria.

### **Tenure Procedure**

25.03 When a member applies for tenure pursuant to 19.01.03(F) or 23.02.02, he/she shall supply the Vice-President (Academic) and his/her Dean with the following information by September 30th:

- (A) a copy of his/her current curriculum vitae;
- (B) copies of the written information given to students pursuant to Article 16.02.06 for all courses taught by the candidate during the probationary period;
- (C) a copy of those materials the candidate wishes to use as evidence of fulfillment of his/her teaching responsibilities;
- (D) a copy of those materials which the candidate wishes to use as evidence of fulfillment of his/her research and other scholarly activities; and,
- (E) any other information which the candidate feels would aid his/her case.

25.04 The Vice-President (Academic) shall have an information file assembled for each candidate containing the candidate's letter of appointment, a copy of the President's letter to the candidate pursuant to Article 23.09, the materials described in 25.03, and shall make this file accessible to all Promotion, Tenure, and Renewal Committee members. When the Vice-President (Academic) believes that confidential materials from the member's official personnel file should be used, the member shall be given a typed copy of any such confidential materials, edited to remove statements that could identify the author and without the author being identified. The Committee shall have the same copy and shall know the identity of the author.

25.05 The Dean of a candidate for tenure shall make the candidate's information file available to full-time faculty members in the candidate's School, Department or Faculty (excluding those on full-time probationary appointments who have been at the University for less than one year, faculty on term appointments, and faculty members who are on leave and unable to review the information file on campus in person) and shall solicit from each full-time faculty member in the School, Department or Faculty (excluding those noted above, the candidate, and the immediate supervisor) a signed, written opinion on the application for tenure. Dean shall impress upon the members the need to relate opinions and comments to the criteria for tenure pursuant to 25.02, the Faculty Employment Equity Policy, and to any formal departmental criteria which are not inconsistent with this Agreement. The signed written opinion shall be submitted on the approved ballot to the Dean and, in cases where the Dean is not the candidate's immediate supervisor, a second copy of the signed written opinion shall be submitted on the approved ballot to the

candidate's immediate supervisor. The Dean and, where applicable, the immediate supervisor shall forward the ballots to the Vice-President (Academic) at least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee.

25.05.01 In cases in which the candidate holds a joint appointment, the Dean of the candidate's principal School, Department or Faculty shall make the candidate's information file available to full-time faculty members in the candidate's Secondary Program, School, Department or Faculty (excluding those on full-time probationary appointments who have been at the University for less than one year, faculty on term appointments, and faculty members who are on leave and unable to review the information on campus in person) and shall solicit signed, written opinions from each full-time faculty member (excluding those noted above and the candidate) and the Director or Chair or Dean of the candidate's Secondary Program, School, Department or Faculty. The Dean shall impress upon the members the need to relate opinions and comments to the criteria for tenure pursuant to 25.02, the Faculty Employment Equity Policy, and to any formal departmental criteria which are not inconsistent with this Agreement. The signed written opinion shall be submitted on the approved ballot to the Dean and, in cases where the Dean is not the candidate's immediate supervisor, a second copy of the signed written opinion shall be submitted on the approved ballot to the candidate's immediate supervisor. The Dean and, where applicable, the immediate supervisor shall forward the ballots to the Vice-President (Academic) at least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee.

25.05.02 When a candidate for tenure may also be eligible for renewal, the Dean shall conduct a separate review pursuant to Article 23.04.

25.04.03 When a candidate is also applying for promotion to the rank of Associate Professor pursuant to Article 25.01 the Dean shall conduct the reviews simultaneously.

25.06 At least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee, the immediate supervisor shall supply the Vice-President (Academic) with his/her own written recommendation concerning the candidate and shall provide the candidate with a copy of the recommendation. The immediate supervisor may comment on any material contained in the approved ballots which he/she believes is not related to the relevant criteria. In cases where the Dean is not the candidate's immediate supervisor, the candidate may request that the Dean also supply the Vice-President (Academic) with his/her own written recommendation concerning the candidate. The Dean shall provide the candidate with a copy of the recommendation. The Dean may comment on any material contained in the approved ballots which he/she believes is not related to the relevant criteria.

25.07 At least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee to consider the candidate's tenure, the Dean shall advise the candidate in writing, with a copy to the Vice-President (Academic), of the number of faculty members supporting and not supporting tenure and shall provide him/her with unattributed typed copies of the reasons given for the support or lack of support. These unattributed reasons shall be organized under the topics contained in the approved ballot.

25.08 The candidate shall be invited to appear before the Committee and shall have the right to be accompanied by a colleague from the University. The candidate and/or his/her

colleague shall have the right to address the Committee, to respond to questions and to hear any new information which may be given relative to his/her candidacy.

- 25.09      25.09.01      The Promotion, Tenure, and Renewal Committee, in considering whether the candidate meets the criteria for tenure, shall take into account:
- (A)      the contents of the information file pursuant to 25.04;
  - (B)      any relevant conditions specified in the candidate's letter of appointment which are not inconsistent with 25.02;
  - (C)      the opinions of his/her colleagues, pursuant to 25.05;
  - (D)      the recommendation of his/her immediate supervisor and, in cases where the Dean is not the candidate's immediate supervisor and where requested by the candidate, the recommendation of his/her Dean pursuant to 25.06;
  - (E)      any departmental criteria submitted to the Promotion, Tenure, and Renewal Committee which are not inconsistent with 25.02; and
  - (F)      the Faculty Employment Equity Policy.
- 25.09.02      Members of the Committee shall record their vote on an official ballot and shall write on the ballot a reasoned opinion supporting the vote.
- 25.09.03      The Chair of the Committee shall prepare a written report from the Committee on each candidate which shall include the recommendation of the Committee, the result of the ballot vote, and any comments which the Chair wishes to make. Attached to the report and forming part of it shall be the original ballot of each Committee member. The report shall be forwarded to the President.
- 25.10      The candidate shall be informed by the President in writing by January 15<sup>th</sup> of the Committee's recommendation to the President and of the President's recommendation to the Board. The candidate and his/her Dean shall receive a copy of the Committee report including unattributed typed copies of the reasons given by members of the Committee for their support or lack of support. If the President's recommendation to the Board is inconsistent with the recommendation of the Committee, the President shall advise the candidate and members of the Committee in writing of the reasons for his/her decision.
- 25.11      All materials in an information file about a candidate, written Departmental opinions, records or evidence taken at hearings, materials used in arriving at the decision, and the Committee ballots shall be retained by the Vice-President (Academic) for at least seven (7) years.
- 25.12      A decision of the Board which does not result in termination of employment may be grieved only on the grounds of violation of discrimination pursuant to Article 4, of significant procedural irregularity pursuant to Articles 22 or 25, or of violation of academic freedom pursuant to Article 15.
- 25.13      Procedure for an Appointment with Tenure for an Applicant who Holds a Tenured Position at Another University

25.13.01 When the Dean recommends an applicant who holds a tenured position at another university for an appointment with tenure pursuant to Article 19.01.02(B) and Article 19.02, the Dean shall make a copy of the applicant's file accessible to all full-time members of the School, Department or Faculty (excluding those on full-time probationary appointments who have been at the University for less than one year, faculty on term appointments, and faculty members who are on Leave and unable to review the applicant's file on campus in person) and all members of the appropriate Promotion, Tenure and Renewal Committee. The applicant's file will include the following information:

- (A) proof that the applicant holds a tenured position at a recognized university;
- (B) a copy of his/her curriculum vitae;
- (C) a copy of those materials that the Appointments Committee has used to verify his/her competence in teaching;
- (D) a copy of those materials that the Appointments Committee has used to verify his/her competence in research and other scholarly and creative activities; and,
- (E) any other information which the applicant and/or the Appointments Committee believes would be relevant to his/her case.

25.13.02 The Dean shall solicit from each full-time faculty member in the School, Department or Faculty (excluding those noted in Article 25.13.01), a signed, written opinion on the application. The signed written opinion shall be submitted on the approved ballot within three working days of the file being made accessible.

25.13.02.01 In cases in which the applicant is being considered for a joint appointment, the Dean shall duplicate the processes detailed in Article 25.13.01 and 25.13.02 in the applicant's Secondary Program, School, Department or Faculty.

25.13.03 Prior to the meeting of the Promotion, Tenure and Renewal Committee, the immediate supervisor shall prepare his/her own written recommendation concerning the applicant. The immediate supervisor may comment on any material contained in the approved ballots which he/she believes it is not related to the relevant criteria. In cases where the Dean is not the candidate's immediate supervisor, the Dean may also supply the Vice-President (Academic) with his/her own written recommendation concerning the candidate. The Dean may comment on any material contained in the approved ballots which he/she believes is not related to the relevant criteria.

25.13.04 The Chair of the Promotion, Tenure and Renewal Committee shall convene a meeting of the Committee to review the applicant as a candidate for tenure. The Dean and/or the immediate supervisor shall be invited to appear before the Promotion, Tenure, and Renewal Committee to respond to questions relative to the applicant. The applicant may also attend if available.

25.13.05

25.13.05.01 Members of the Promotion, Tenure and Renewal Committee shall be given a minimum of three working days' notice of a meeting to consider an applicant who holds a tenured position at another University. Quorum for this Promotion, Tenure and Renewal Committee meeting will be six voting members. Where quorum cannot be met, replacements shall be made pursuant to Article 22.02.02.

25.13.05.02 The Promotion, Tenure, and Renewal Committee, in considering whether the candidate meets the criteria for tenure, shall take into account:

(A) the contents of the applicant's file pursuant to 25.13.01;

(B) any relevant conditions specified in the applicant's conditions of appointment which are not inconsistent with 25.02;

(C) the opinions of the members of the School, Department or Faculty pursuant to Article 25.13.02;

(D) the recommendation of the immediate supervisor and, in cases where the Dean is not the candidate's immediate supervisor, the recommendation of his/her Dean pursuant to Article 25.13.03;

(E) any school, departmental or faculty criteria submitted to the Promotion, Tenure, and Renewal Committee which are not inconsistent with Article 25.02; and

(F) the Faculty Employment Equity Policy.

25.13.05.03 Each member of the Promotion, Tenure, and Renewal Committee shall record his/her vote on an official ballot and shall write on the ballot a reasoned opinion supporting the vote.

25.13.05.04 The Chair of the Promotion, Tenure and Renewal Committee shall prepare a written report from the Committee on the candidate which shall include the recommendation of the Committee, the result of the ballot vote, and any comments which the Chair of the Promotion, Tenure and Renewal Committee wishes to make. Attached to the report and forming part of it shall be the original ballot of each member of the Promotion, Tenure and Renewal Committee. The report shall be forwarded to the President.

25.13.06 If the President's recommendation to the Board is inconsistent with the recommendation of the Committee, the President shall advise the members of the Promotion, Tenure and Renewal Committee in writing of the reasons for his/her decision.

## **ARTICLE 26: PROMOTION**

26.01 Promotion means a change in rank from Lecturer to Assistant Professor, or from Assistant Professor to Associate Professor, or from Associate Professor to Professor.

26.02 An application for promotion to the rank of Associate Professor shall be deemed to be a simultaneous application for tenure pursuant to Article 25, with the exception of those at the rank of Assistant Professor who received tenure on or before July 1, 2000.

### **26.03 Criteria for Promotion**

26.03.01 To receive promotion to the rank of Assistant Professor the member shall:

- (A) be a full-time probationary member of the teaching staff;
- (B) hold a doctorate or the degree normally considered to be terminal in his/her discipline, except that research and/or other scholarly and/creative work which is available for peer review and which represents a contribution to the member's discipline or profession may compensate for lesser degree qualifications; and,
- (C) have fulfilled his/her teaching responsibilities satisfactorily.

It is the candidate's responsibility to provide the Promotion, Tenure, and Renewal Committee with sufficient information for it to make a reasoned evaluation with respect to each of (B) and (C) above.

26.03.02 To receive promotion to the rank of Associate Professor the member shall:

- (A) be a full-time tenured member of the teaching staff or an applicant for tenure pursuant to Article 26.02;
- (B) hold a doctorate or the degree normally considered to be terminal in his/her discipline;
- (C) have at least four years of experience in university teaching or a combination of at least two years of university teaching experience plus at least four years of relevant professional practice;
- (D) demonstrate that the quality of his/her teaching is satisfactory as may be established by the evaluation of his/her teaching;
- (E) demonstrate contributions in the field of research or other scholarly and creative activities that go beyond the fulfilment of the requirements of his/her terminal degree; and
- (F) have discharged reasonable administrative responsibilities within the University community.

It is the candidate's responsibility to provide the Promotion, Tenure, and Renewal Committee with sufficient information for it to make a reasoned evaluation with respect to each of (B) to (F) above.



- 26.03.03 Where all the criteria in 26.03.02 (B) and/or (E) have not been met, the Promotion, Tenure, and Renewal Committee shall consider that:
- (A) exceptional quality of teaching, which shall be demonstrated by peer and/or student evaluation of his/her teaching, may compensate for a lesser research and other scholarly and creative output;
  - (B) exceptional research and scholarly and creative output may compensate for lesser degree qualifications pursuant to 26.03.02 (B);
  - (C) exceptional competence in the activities of administrative service or in professional contributions to the faculty member's community, coupled with teaching of a satisfactory quality, may compensate for a lesser research and other scholarly and creative output; or,
  - (D) exceptional quality of teaching, which shall be demonstrated by peer and/or student evaluation of his/her teaching, in combination with exceptional competence in the activities of administrative service or in professional contributions to the faculty member's community may compensate for a lesser research and other scholarly and creative output and for lesser degree qualifications.
- 26.03.04 To receive promotion to the rank of Professor the member shall:
- (A) be a full-time tenured member of the teaching staff;
  - (B) hold a doctorate or the degree normally considered to be terminal in his/her discipline, but exceptional research and other scholarly and creative output may compensate for lesser degree qualifications;
  - (C) have fulfilled his/her teaching responsibilities satisfactorily;
  - (D) have done research or other scholarly and creative work which is available for peer review, which represents a contribution to the member's discipline that is additional to the requirements of 26.03.02 (E), and which indicates that the candidate has maintained an active contribution to the advancement of scholarly knowledge and/or of the member's profession. A sustained teaching record of exceptional quality which is demonstrated by peer and/or student evaluation, or a sustained and distinguished record of administrative accomplishment within the University coupled with teaching of good quality which is demonstrated by peer and/or student evaluation, may compensate for a moderate research and scholarly and creative output;
  - (E) have at least ten years of a combination of full-time teaching and/or research in a university or equivalent institution and/or professional experience relevant to teaching and/or research at the university level; and,
  - (F) have discharged reasonable administrative responsibilities within the University community.

It is the candidate's responsibility to provide the Promotion, Tenure, and Renewal Committee with sufficient information for it to make a reasoned evaluation with respect to each of (B) to (F) above.

26.04 **Promotion Procedure**

When a member applies for promotion, he/she shall supply the Vice-President (Academic) and his/her Dean with the following information by September 30th;

- (A) a copy of his/her current curriculum vitae;
- (B) a copy of those materials the candidate wishes to use as evidence of fulfillment of his/her teaching responsibilities;
- (C) a copy of those materials which the candidate wishes to use as evidence of fulfillment of his/her research and other scholarly activities; and,
- (D) any other information which the candidate feels would aid his/her case.

A member who applies for promotion to the rank of Professor shall supply the Vice-President (Academic) by November 1st with three additional copies, if possible, of all material listed in (A) through (D) which the candidate wishes to have circulated to external appraisers.

- 26.05 26.05.01 For each candidate for promotion to Professor, the Dean of the candidate's Faculty (after consultation with the Director or Chair, except in the case of Business Administration, Education or Forestry and the Forest Environment, or when the candidate is Director or Chair) shall assemble a list of at least six persons external to the University who could be asked to submit appraisals of the written materials submitted by the candidate as evidence of the quality of his/her scholarship and/or of his/her teaching performance. The Dean shall present this list to the candidate by November 15th. Within five days from this date, the candidate shall advise the Dean if any of the persons named on the list should not be asked to serve as external appraiser on the grounds of unfair or improper bias. The candidate shall advise the Dean if any person named on the list is a family member, has been a graduate research supervisor for the candidate or, within the past six (6) years, he/she has collaborated with the candidate. If the candidate can successfully demonstrate to the Dean that the person(s) objected to is(are) incapable of rendering an unbiased judgement, the name(s) of the person(s) shall be removed from the list. If the candidate makes no objection within five days, then the Dean shall recommend to the Vice-President (Academic) three persons from the list who will serve as external appraisers. The candidate may name one additional external appraiser who is not a family member, has not been a graduate research supervisor for the candidate or, within the past six (6) years, has not collaborated with the candidate. The candidate shall notify the Vice-President (Academic) of his/her choice and shall submit an additional copy of the materials submitted pursuant to Article 26.04 no later than November 30th.
- 26.05.02 When the Vice-President (Academic) writes to any external appraiser, he/she shall include:

- (A) copies of the materials submitted by the candidate pursuant to 26.04;
- (B) a copy of the criteria for promotion to Professor pursuant to 26.03.04, including a copy of 26.03.02(D);
- (C) a copy of that section of Article 16 referring to Research and Other Scholarly and Creative Activities (i.e. 16.03); and
- (D) a copy of the Faculty Employment Equity Policy.

26.05.03 Each external appraiser shall be asked to evaluate the candidate, on the basis of the materials submitted to him/her, and to provide a supporting rationale for his/her appraisal, relating the appraisal to the criteria set forth in 26.03.04(D).

26.05.04 The reports of the external appraisers, which must be received in written form, shall be edited by the Vice-President (Academic) to remove anything which might identify the authors, and each shall be retyped. No less than five days prior to the meeting of the Promotion, Tenure, and Renewal Committee to consider his/her promotion, the candidate shall be provided with unattributed edited copies of the appraisers' reports. The Promotion, Tenure, and Renewal Committee shall receive the same edited copies of the appraisers' reports, but the author of each report shall be identified for the Committee.

26.06 The Vice-President (Academic) shall have an information file assembled for each candidate containing the candidate's letter of appointment, the materials described in 26.04, and make this file accessible to all Promotion, Tenure, and Renewal Committee members. The information file for candidates for promotion to Professor also shall contain the edited reports of the external appraisers, pursuant to 26.05.04. When the Vice-President (Academic) believes that confidential materials from the member's official personnel file should be used, the member shall be given a typed copy of any such confidential materials, edited to remove statements that could identify the author and without the author being identified. The Committee shall have the same copy and shall know the identity of the author.

26.07 The Dean of a candidate for promotion shall make the candidate's information file available to full-time faculty members in the candidate's School, Department or Faculty (excluding those on full-time probationary appointments who have been at the University for less than one year, faculty on term appointments, and faculty members who are on leave and unable to review the information file on campus in person) and shall solicit from each full-time faculty member in the School, Department or Faculty (excluding those noted above, the candidate, and the immediate supervisor) a signed, written opinion on the renewal of the probationary appointment. The Dean shall impress upon the members the need to relate opinions and comments to the criteria for promotion pursuant to 26.03, the Faculty Employment Equity Policy, and to any formal departmental criteria which are not inconsistent with this Agreement. The signed written opinion shall be submitted on the approved ballot to the Dean and, in cases where the Dean is not the candidate's immediate supervisor, a second copy of the signed written opinion shall be submitted on the approved ballot to the candidate's immediate supervisor. The Dean and, where applicable, the immediate supervisor shall forward the ballots to the Vice-President (Academic) at least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee.

- 26.07.01 In cases in which the candidate holds a joint appointment, the **Dean** of the candidate's principal School, Department or Faculty shall make the candidate's information file available to full-time faculty members in the candidate's Secondary Program, School, Department or Faculty (excluding those on full-time probationary appointments who have been at the University for less than one year, faculty on term appointments, and faculty members who are on leave and unable to review the information file on campus in person) and shall solicit signed, written opinions from each full-time faculty member (excluding those noted above and the candidate) and the Director or Chair or Dean of the candidate's Secondary Program, School, Department or Faculty. The Dean shall impress upon the members the need to relate opinions and comments to the criteria for promotion pursuant to 26.03, the Faculty Employment Equity Policy, and to any formal departmental criteria which are not inconsistent with this Agreement. The signed written opinion shall be submitted on the approved ballot to the Dean and, in cases where the Dean is not the candidate's immediate supervisor, a second copy of the signed written opinion shall be submitted on the approved ballot to the candidate's immediate supervisor. The Dean and, where applicable, the immediate supervisor shall forward the ballots to the Vice-President (Academic) at least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee.
- 26.07.02 When a candidate is simultaneously applying for tenure pursuant to Article 25, the Dean shall conduct the reviews simultaneously.
- 26.08 At least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee, the immediate supervisor shall supply the Vice-President (Academic) with his/her own written recommendation concerning the candidate and shall provide the candidate with a copy of the recommendation. The immediate supervisor may comment on any material contained in the approved ballots which he/she believes is not related to the relevant criteria. In cases where the Dean is not the candidate's immediate supervisor, the candidate may request that the Dean also supply the Vice-President (Academic) with his/her own written recommendation concerning the candidate. The Dean shall provide the candidate with a copy of the recommendation. The Dean may comment on any material contained in the approved ballots which he/she believes is not related to the relevant criteria.
- 26.09 At least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee to consider the candidate's promotion, the Dean shall advise the candidate in writing, with a copy to the Vice-President (Academic), of the number of faculty members supporting and not supporting promotion and shall provide him/her with unattributed typed copies of the reasons given for the support or lack of support. These unattributed reasons shall be organized under the topics contained in the approved ballot.
- 26.10 The candidate shall be invited to appear before the Committee and shall have the right to be accompanied by a colleague from the University. The candidate and/or his/her colleague shall have the right to address the Committee, to respond to questions and to hear any new information which may be given relative to his/her candidacy.
- 26.11 26.11.01 The Promotion, Tenure, and Renewal Committee, in considering whether the candidate meets the criteria for promotion, shall take into account:
- (A) the contents of the information file pursuant to 26.06;

- (B) any relevant conditions specified in the candidate's letter of appointment which are not inconsistent with 26.03;
  - (C) the opinions of his/her departmental colleagues, pursuant to 26.07;
  - (D) the recommendation of his/her immediate supervisor and, in cases where the Dean is not the candidate's immediate supervisor and where requested by the candidate, the recommendation of his/her Dean pursuant to 26.08;
  - (E) any departmental criteria submitted to the Promotion, Tenure, and Renewal Committee which are not inconsistent with 26.03; and
  - (F) the Faculty Employment Equity Policy.
- 26.11.02 Members of the Committee shall record their vote on an official ballot and shall write on the ballot a reasoned opinion supporting the vote.
- 26.11.03 The Chair of the Committee shall prepare a written report from the Committee on each candidate which shall include the recommendation of the Committee, the result of the ballot vote, and any comments which the Chair wishes to make. Attached to the report and forming part of it shall be the original ballot of each Committee member. The report shall be forwarded to the President.
- 26.12 The candidate shall be informed by the President in writing by January 15th for a simultaneous application for promotion to the rank of Associate Professor and tenure or by June 30th for all other applications of the Committee's recommendation to the President and of the President's recommendation to the Board. The candidate and his/her Dean shall receive a copy of the Committee report including unattributed typed copies of the reasons given by members of the Committee for their support or lack of support. If the President's recommendation to the Board is inconsistent with the recommendation of the Promotion, Tenure, and Renewal Committee, the President shall advise the candidate and members of the Committee in writing of the reasons for his/her decision.
- 26.13 All materials in an information file about a candidate, written Departmental opinions, records or evidence taken at hearings, materials used in arriving at the decision, and the Committee ballots shall be retained by the Vice-President (Academic) for at least seven (7) years.
- 26.14 A decision by the Board, insofar as it is consistent with the recommendations of the President and the Promotion, Tenure, and Renewal Committee, to deny promotion to a candidate on his/her first or second application, may be grieved only on the grounds of violation of discrimination pursuant to Article 4, of significant procedural irregularity pursuant to Articles 22 or 26, or of violation of academic freedom pursuant to Article 15.

## ARTICLE 27: OUTSIDE PROFESSIONAL ACTIVITIES

- 27.01 Outside professional activities conducted with professional and academic responsibility can enhance the reputation of the University and the abilities of its academic staff and librarians. This article applies only to outside professional activities that involve the application of special skills and knowledge within the member's particular professional expertise. While a member has a primary obligation to fulfil his/her University responsibilities, he/she has the right to engage in outside professional activities subject to the following conditions:
- 27.01.01 A member shall notify his/her Dean/University Librarian in writing of the type, time commitment, and location of any such proposed professional activity. If the proposed activity involves the teaching at another educational institution of a course related to the faculty member's professional expertise, the faculty member shall obtain the prior written permission of his/her Dean, and such permission shall not be unreasonably withheld;
  - 27.01.02 Such activities shall not require the commitment of a block of time on a regular basis which might interfere with the faculty member's normal timetable for teaching activities or a librarian's performance of his/her normal professional responsibilities. For faculty, such activities shall not require the member to devote more than an average of one working day per five-day week on an annual basis. For librarian members, such activities shall not require the member to devote more than 20 working days per calendar year.
  - 27.01.03 Such activities shall not hinder the fulfilment of the member's obligations to the University;
  - 27.01.04 The name of the University and University letterhead shall not be used in such activities unless agreed to in advance by the President, although nothing shall prevent a member from stating the nature and place of his/her employment, rank, and title in connection with such professional activities, provided that he/she shall not purport to represent the University or to speak for it, or to have its approval, unless such approval has been given in advance in writing by the Dean/University Librarian;
  - 27.01.05 Use of University facilities, equipment, supplies, services or other personnel shall require prior written authorization from the member's Dean/University Librarian or from the appropriate administrative officer. Financial arrangements for such use shall be made in advance. University activities shall have priority in the use of such facilities, equipment, supplies, services and personnel;
  - 27.01.06 A member engaged in outside professional activities shall hold the University harmless against any loss or damage that the University may suffer from such activities; and,
  - 27.01.07 In preparing his/her Annual Report, each member shall include a statement of his/her outside professional activities in the previous year.
- 27.02 If the Dean/University Librarian has cause for concern, he/she has the right to review a member's current or proposed outside professional activities and may require the member to provide information concerning the time devoted to current and past outside

professional activities. The Dean/University Librarian shall inform the member in writing of the results of the review and, if necessary, of any corrective action which might be required of the member.

27.03

**Non-University Employment**

If the Dean/University Librarian has cause for concern about a member who is engaged in non-University employment which is not related to his/her area of professional expertise, the Dean/University Librarian has the right to conduct a review as outlined in 27.02. The Dean/University Librarian shall inform the member in writing of the results of the review and, if necessary, of any corrective action which might be required of the member.

## **ARTICLE 28: APPOINTMENT AND RESPONSIBILITIES OF CHAIRS AND DIRECTORS**

### **28.01 Appointment of Chairs and Directors**

- 28.01.01 The Chair of a Department or Program, or the Director of a School shall be appointed, in writing, by the Board on the recommendation of the President. A Chair or Director shall be a full-time faculty member with academic rank. The appointment shall be for three years or for a specified lesser term acceptable to the President, the appointee, and the Department or School or Faculty in which the appointee holds his/her academic appointment. Normally a member shall not serve more than three consecutive terms as Chair or Director.
- 28.01.02 Prior to making his/her recommendation to the Board, the President shall obtain a recommendation from a Nomination Committee pursuant to 28.01.04 and advice from the Vice-President (Academic) and the Dean.
- 28.01.03 By January 15<sup>th</sup> in the final year of a term, the incumbent Chair or Director shall notify the Dean in writing of his/her intent to be considered for an additional term. The Department or School, or Faculty in the case of a Chair or Director of a Program, shall review the incumbent intending to be considered for an additional term. The Department or School, or Faculty in the case of a Chair or Director of a Program, shall hold a formal meeting on or before January 31st of the final year of a term pursuant to 28.05, and decide either:
- (A) to recommend that the incumbent Chair or Director be reappointed, or, if this option is rejected,
  - (B) to appoint a Nomination Committee pursuant to 28.01.04 with the responsibility of making a recommendation to the Department or School or Faculty.
- 28.01.04 The Nomination Committee for a Chair or a Director shall be formed by February 15<sup>th</sup> of the final year of a term and shall be composed of:
- (A) three faculty members holding tenured or probationary appointments, if possible, and not more than two from one rank, if possible, elected by and from members of the Department or School or Faculty;
  - (B) a cognate Director or Chair, appointed by the Dean after consultation with the faculty members in the Department or School or Faculty seeking a Director or Chair;
  - (C) the Dean of the Faculty, who shall be the non-voting chair of the Committee.

The structure of the Nomination Committee may be altered by formal agreement between the Department or School and the Dean when it is not possible to fulfil the numerical requirements of (A) above.



28.01.05 The Nomination Committee shall solicit nominations from full-time faculty members of the Department or School or Faculty. If there is an approved vacancy in the Department or School or Faculty, the Committee may advertise the position of Chair or Director in external publications pursuant to the Appointment procedure in this Agreement. Taking into account factors such as academic and administrative competence, the Committee shall establish a short list of candidates and shall present this list to the full-time faculty members of the Department or School or Faculty for their comments. A report based on these comments and containing, if possible, at least two names, shall be approved by the Nomination Committee and submitted to the Department or School or Faculty by March 7<sup>th</sup> of the final year of a term. The full-time faculty members of the Department or School or Faculty shall vote by ballot to select its candidate from those named in the report of the Nomination Committee. The report of the Nomination Committee and the name of the preferred candidate shall be submitted to the Vice-President (Academic) and President for endorsement by March 15<sup>th</sup> of the final year of a term.

28.01.06 If the President endorses the candidate, he/she shall recommend such an appointment to the Board. The President may refuse to endorse the candidate if he/she has significant concerns about the candidate's academic and/or administrative capabilities or about his/her ability to work with the Dean in a productive fashion. If the President does not endorse the candidate, he/she shall refrain from making a recommendation to the Board, and shall meet with the Department or School or Faculty to advise it of these concerns prior to its consideration of alternate candidates.

28.01.07 When a temporary vacancy exists due to the absence of the Chair or Director or when a vacancy cannot be filled for bona fide reasons, the President may appoint an Acting Chair or Acting Director for a period of not more than twelve months. The appointment shall be made after consultation with the Vice-President (Academic) and Dean, who shall have consulted with the Department or School. An Acting Chair or Acting Director has all the rights and responsibilities of a Chair or Director.

## 28.02 Responsibilities of Chairs and Directors

28.02.01 The Chair or Director provides academic leadership, represents the Department, Program, or School, and works to achieve progress and development in all matters affecting the academic life of the Department or School, the Faculty, and the University.

Although responsible for communication, organization, and administration, the Chair or Director remains a scholar for whom teaching and research are also fundamental responsibilities.

The Chair or Director is administratively responsible to the Dean.

28.02.02 The Chair or Director shall have the following particular responsibilities:

- (A) to provide leadership and co-ordination in the initiation and formulation of the Department's, School's, or Faculty's policies within the framework of Faculty and University policies, and in the planning and development of academic programs;

- (B) to ensure that regular Department or School meetings are called;
- (C) to present the Department's or School's policies and programs to the Faculty Council and Senate, as appropriate, for approval;
- (D) to represent the Department or School inside and outside the University;
- (E) to supervise the faculty, staff, students, and programs;
- (F) to prepare budget estimates for submission to the Dean, and to administer authorized budgets;
- (G) to make known and administer University policies as formulated by the Board, the Senate, or the Faculty Council as they affect the Department, Program, or School;
- (H) to work in compliance with supervisory duties defined in the Occupational Health and Safety Act and in the University's Health and Safety policy; and
- (I) to carry out other responsibilities pursuant to this Agreement.

28.03 In recognition of the administrative responsibilities of a Chair or Director, due consideration shall be given to a reduction in his/her assigned teaching responsibilities.

28.04 A Chair or Director or Acting Chair or Acting Director may have his/her appointment terminated by the Board for just cause on the recommendation of the President. A statement of non-confidence approved by the School or Department or Faculty (Business Administration, Education and Forestry) by ballot vote at a formal meeting pursuant to 28.05 of the School or Department or Faculty chaired by the Dean, shall be considered just cause.

#### 28.05 Formal Meeting

A formal meeting for purposes of this Article is a meeting of full-time faculty members that includes the following procedures:

- (A) five days' written notice of the meeting and of the issue to be discussed pursuant to 28.01.03 or 28.04;
- (B) a quorum of at least fifty percent of the full-time faculty members in the department;
- (C) a formal motion and vote on the substantive issue;
- (D) the right of the member who is affected by the substantive issue to speak on his/her own behalf; and,
- (E) official minutes which include a list of those present and of the number voting for and against the substantive motion.

## **ARTICLE 29: DISCIPLINARY MEASURES**

- 29.01 The Parties shall make every reasonable effort to encourage informal consultation and investigation of allegations, with a view to resolving the matter without formal disciplinary action being initiated. Further,
- (A) A member may be disciplined only for just cause.
  - (B) Medical disability shall not be cause for disciplinary actions.
  - (C) A criminal charge or conviction is not necessarily grounds for discipline or dismissal.

29.02 Disciplinary actions that may be taken pursuant to this article by the Board include, but are not limited to, the following:

- (A) a letter of warning or reprimand;
- (B) suspension with pay;
- (C) suspension without pay;
- (D) dismissal for cause.

In this Article, suspension refers to the act of the Board in relieving a member of some or all University duties for cause without his/her consent for a specified period of time; dismissal for cause refers to the termination of an appointment by the Board without the consent of the member. Any disciplinary action shall be commensurate with the seriousness of the violation. At any meeting to consider any matter pertaining to the disciplinary action, the member must be notified in advance that such meeting pertains to disciplinary matters and the member has the right to be accompanied by an Association representative and/or legal counsel designated by the Association.

- 29.03 Actions pursuant to 29.02 shall be clearly identified in writing as being disciplinary and a clear statement of the reasons for the action taken by the Board shall be sent by registered mail to the member's last known address or delivered by hand. Where disciplinary action is being taken by the Board, the Board shall supply the Association with the name of the member concerned.
- 29.04 All disciplinary action shall be initiated within 20 days of the date the Board knew, or ought reasonably to have known, of the matter giving rise to the discipline.

## **ARTICLE 30: GRIEVANCE AND ARBITRATION**

30.01 The parties agree to use every reasonable effort to encourage the informal, amicable, and prompt resolution of grievances arising from the administration, interpretation or application of this Agreement.

30.02 All written communications pursuant to the Article shall be by registered mail or receipted delivery.

### **30.03 Definitions**

#### **30.03.01 Academic Status Grievance**

An academic status grievance shall be a dispute or difference arising from a peer evaluation of an academic nature and relating to the scholarly qualities and performance of a member. Such a grievance shall be a dispute or difference arising out of the application, interpretation, administration or alleged violation of Article 23 (Renewal of Probationary Appointments), 25 (Tenure), or 26 (Promotion), except where the grievance alleges violation of discrimination under Article 4 or of the procedures established under Articles 23, 25, or 26, in which cases the grievance shall proceed as an ordinary grievance, commencing at Step III.

#### **30.03.02 Ordinary Grievance**

An ordinary grievance shall be any dispute or difference (other than those defined in 30.03.01) arising out of the application, interpretation, administration, or alleged violation of the provisions of this Agreement.

#### **30.03.03 Types of Grievances**

Each formal grievance shall be classified as one of the following and shall not subsequently be reclassified:

- (A) an "individual grievance", which shall be one involving a single member and shall be initiated by the member or by the Association. If the Association initiates an individual grievance, the member concerned must sign the formal grievance. An individual grievance shall not proceed beyond Step III of the grievance procedure without the written consent of the Association;
- (B) a "group grievance", which shall be one involving more than one member and which by virtue of this Article can be presented as an individual grievance. It shall be initiated by the Association and shall name the members involved;
- (C) an "Association grievance", which shall be one arising directly between the Association and the Board concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, but which is not an Academic Status Grievance;

- (D) a "Board grievance", which shall be one arising directly between the Board and the Association.

30.04 The following grievances shall be filed at Step III (30.07.03) of this procedure:

- (A) Association grievances
- (B) Board grievances
- (C) Academic status grievances
- (D) Individual grievances that involve the dismissal or suspension of a member, or that involve allegations of discrimination or procedural irregularities as described in 30.03.01.

In the above instances, the grieving party shall submit a written grievance to the Board's designated Grievance Officer within fifteen days of the date on which the event(s) giving rise to the grievance occurred, or within fifteen days of the date upon which the grievor knew or ought to have known of the event(s) giving rise to the grievance. Where the grieving party is an individual member, the member shall send a copy of the grievance to the President of the Association. Where the grieving party is the Board, the grievance shall be submitted to the President of the Association. The grievance shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought.

30.05 **Time Limits**

- 30.05.01 The parties and grievors shall act in accordance with the time limits set out in this Article.
- 30.05.02 The parties may extend the time limits set forth in this Article by mutual agreement in writing.
- 30.05.03 Time limits shall be computed by excluding Saturdays, Sundays and official University holidays.

30.06 The contents of Article 1 (Purpose) shall not be made the subject of a grievance.

30.07 **Steps of the Grievance and Arbitration Procedure**

30.07.01 **Step I: Informal Stage**

A member should discuss informally a grievance with his/her Dean/University Librarian as soon as possible after the date on which the event(s) giving rise to the grievance occurred, or the date upon which the grievor ought to have known of the event(s) giving rise to the grievance. If the grievance is resolved at this stage, the agreed resolution shall, at the discretion of the Dean/University Librarian and the member, be put in writing and countersigned by the member and the Dean/University Librarian. The Dean/University Librarian shall forward a copy of any such signed resolution to the Association. Such resolution shall not constitute a precedent to be used against the Board, the Association, or any other member.

30.07.02 **Step II: Formal Stage**

If the informal procedure described at Step I of this Clause is unsuccessful in resolving the dispute or difference, the grievor may present a formal grievance to the Dean/University Librarian. A formal grievance shall be in writing signed by the member and shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought. A formal grievance shall be presented within twenty days of the date on which the event(s) giving rise to the grievance occurred or within twenty days of the date upon which the grievor ought to have known of the event(s) giving rise to the grievance. No later than five days following the receipt of the formal grievance, the Dean/University Librarian shall meet with the grievor, who shall have the right to be accompanied and officially represented by an Association representative, and the parties shall make every reasonable effort to resolve the grievance. In the event that a resolution is reached, it shall be immediately put in writing and signed by the Dean/University Librarian and the grievor. In the event that the Association is not a signatory to the resolution, the Dean/University Librarian shall send a copy of the resolution to the President of the Association, but such resolution shall not constitute a precedent to be used against the Board, the Association, or any other member. In the event that no resolution is reached, the Dean/University Librarian shall forward in writing to the grievor and to the President of the Association a statement of his/her position within five days of the date of the meeting specified in 30.07.02.

30.07.03 **Step III: Grievance Officer**

If the formal procedure described in 30.07.02 is unsuccessful in resolving the dispute or difference which gave rise to the grievance, or if no response has been received within the time limit, or if the grievance is filed pursuant to 30.04, the grieving party shall submit a written grievance to the Board's designated Grievance Officer within fifteen days from the date of the meeting specified in 30.07.02. Where the grieving party is an individual member, the member shall send a copy of the grievance to the President of the Association. Where the grieving party is the Board, the grievance shall be submitted to the President of the Association.

The grievance shall be in writing, shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, the remedy sought and, if applicable, shall include a statement as to the reason that the disposition of the grievance offered at Step II was unsatisfactory. The Board's Grievance Officer shall be responsible for seeing that a response in writing is submitted to the grievor and to the Association within twenty days of receipt of the grievance. In the meantime, the Board's Grievance Officer, or the President of the Association in the case of a Board grievance, shall convene a meeting of the parties concerned with the grievance.

30.07.04 **Step IV: Arbitration**

In the event that the grievance is not resolved at Step III, the Association or the Board shall inform the other party within fifteen days of the receipt of the response of its intent to proceed to Arbitration.

## 30.08 Arbitration Procedures

30.08.01 Within five days of receipt of the notice of intent to proceed to arbitration described in 30.07.04, a representative of the Board and a representative of the Association shall meet to establish an arbitration board to hear and decide the grievance. If the arbitration board is to be comprised of three members, pursuant to 30.08.03, the parties shall name their nominees at this meeting.

30.08.02 The following six persons shall serve as arbitrators on a rotating basis:

1. Barton, Peter (London, Ontario)
2. Carrier, Joseph (Toronto, Ontario)
3. Whitaker, Kevin (Toronto, Ontario)
4. Howe, Robert D. (Burlington, Ontario)
5. Keller, Brian (Nepean, Ontario)
6. Mitchnick, Morton G. (Toronto, Ontario)

Except as specified in 30.08.03, the foregoing arbitrators shall serve as single arbitrators in rotation according to the order in which they are listed. If an arbitrator is not available within a reasonable period of time, but in any case not to exceed six weeks, the next arbitrator on the list shall be selected, and so on until one of the arbitrators is available. If none of the arbitrators on the list is available within the six week period and if the parties do not agree on another arbitrator who is available within six weeks, either party may request the Minister of Labour to appoint an arbitrator.

For the next arbitration thereafter the arbitrator whose name appears on the list immediately after that of the last arbitrator selected shall be next in sequence of selection. By mutual agreement, the parties may select a listed arbitrator out of turn, or select an arbitrator not on the list.

No person may be appointed an arbitrator who has been involved in an attempt to negotiate or resolve the grievance, or who has acted as a member of a panel or committee which has been involved in the case at any level.

30.08.03 Academic Status grievances, as described in 30.03.01, shall be heard by a three member arbitration board comprised of a nominee appointed by the Association, a nominee appointed by the Board, and a chairman appointed pursuant to 30.08.02.

30.09 30.09.01 The arbitrator or arbitration board shall have the jurisdiction to dispose of a grievance, including whether a grievance is arbitrable, by any arrangement which it deems to be just and equitable, but shall not have the jurisdiction to amend or add to any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms of this Agreement.

30.09.02 The decision of the arbitrator or arbitration board shall be final and binding upon the parties. In grievances decided by a three-member arbitration board, the decision of the majority shall be the decision of the arbitration board, and where there is no majority decision, the decision of the chairman shall be the decision of the arbitration board.

- 30.10 Each party shall bear the fees and expenses of its own nominee to an arbitration board and the parties shall jointly and equally bear the fees and expenses of the chairman. In cases involving a single arbitrator, the costs of the arbitration hearing shall be shared equally by the parties. In both cases, the costs of presenting the case to arbitration shall be borne by the respective parties.
- 30.11 Association Grievance Officers, whose names have been submitted to the Board pursuant to 9.05, shall be entitled to devote a reasonable amount of time to processing grievances so long as there is no interference with the scheduled teaching responsibilities or in the case of librarians, scheduled responsibilities of the Grievance Officer or the members.



## **ARTICLE 31: LAY-OFF OF MEMBERS FOR FINANCIAL REASONS**

- 31.01 Lay-offs of members for financial reasons shall occur only when a bona fide financial crisis exists and only to the extent required to alleviate the crisis. A bona fide financial crisis exists when there has been a substantial financial deficit, which is projected, on the basis of reasonable assumptions, to continue for at least one year, and which threatens the long-term well-being of the University, in particular its academic functions. The onus of proof shall be on the Board to establish that a bona fide financial crisis exists.
- 31.02 When the President has reason to believe that the circumstances described in 31.01 exist and that the lay-off of members is therefore required, he/she shall notify the Association in writing of his/her belief and shall establish a three person Financial Advisory Committee. The Association and the Board shall each appoint one person to the Committee within five days of the above notification. The appointees shall have ten days to agree upon a Chair. If the appointees cannot agree within ten days on a Chair, a Chair shall be appointed pursuant to 30.08.02.
- 31.03 The President shall submit to the Committee a written proposal in which he/she states the justification for believing that a financial crisis, as defined in 31.01 exists, the magnitude, in dollars, of the financial crisis and the remedial actions that he/she considers necessary to meet the crisis, including the dollar amount of the reduction in the budgetary allocation for salaries and benefits of members.
- 31.04 The initial tasks of the Financial Advisory Committee shall be to study the proposal submitted by the President and advise the President on the validity of the crisis and the feasibility of the remedial actions which he/she has proposed. The Committee may make recommendations as to further remedial actions that may be undertaken in addition to, or instead of, those proposed by the President.
- 31.05 The Financial Advisory Committee shall establish its own procedures. The Committee shall have access to available information pertinent to the financial crisis and deemed relevant by the Committee. The Committee may consult with any person or group of persons from inside or outside the University and shall consider any submissions made by the Senate or the Association.
- 31.06 The Committee shall present its report to the President within 30 days of the naming of the Chair. The Committee shall include in its report the dollar amount of the reduction in the salary and benefits budget for members and shall give full and complete reasons for all findings contained in the report. The President shall forward copies of the Committee's report to the Senate and the Association, and these bodies shall have 20 days in which to provide the President with comments. Once the President has received these comments, he/she shall inform the Committee in writing whether he/she intends to accept or reject the Committee's report or any part of it, and, if he/she intends to reject any or all of it, shall provide the Committee with the reasons that have led him/her to reject the report.
- 31.07 The Committee shall have 15 days in which to reconsider its report in the light of the President's disagreement and following such reconsideration, shall submit a final report to him/her. After due consideration of the final report of the Financial Advisory Committee, the President shall report to the Board on the University's financial position and shall make his/her final recommendations for meeting the problem, including the lay-off of members. The President may alter or reject the final recommendations of the Financial Advisory Committee for just and sufficient reasons, which reasons shall be included in his/her report to the Board. The President's report shall include copies of the Financial Advisory Committee's final report. Following receipt of the President's report, the Board

may declare a financial crisis and, if so, shall specify the amount of reduction in the budgetary allocation for salaries and benefits of members.

- 31.08 If the Board approves the President's recommendation to lay off members for financial reasons, the President shall seek the advice of the Senate on an appropriate distribution of such reductions among the University's Departments/Schools and programs. The Senate shall have 20 days in which to present its advice to the President. Reasonable effort shall be made to distribute the reductions in a manner which permits the University to continue to provide the best academic program possible in the circumstances. If the President has difficulty accepting any aspect of the Senate's advice, he/she shall explain his/her difficulty and shall ask the Senate to reconsider the matter and to provide whatever additional information and/or advice it believes to be relevant within a further 20 days. If the President departs from the Senate's advice in making his/her final recommendations concerning the lay-off of members, he/she shall advise the Senate in writing of his/her reasons for doing so.
- 31.09 Any time limits in this Article may be extended up to a maximum of two months with the written agreement of the parties, and such agreement shall not be unreasonably withheld by either party. In the event the Financial Advisory Committee, the Senate or the Association fails to do any action or to submit any report or comment, as appropriate, within the time limits set out in this Article, the Board shall have the right to proceed without such action, report or comment.
- 31.10 There shall be no increase to the authorized establishment pursuant to 32.01 and there shall be no additional positions created in the administrative or support staffs of the University, from the date the President notifies the Association of his/her belief that a financial crisis exists, pursuant to 31.02 until the Board has determined what action will be taken on the recommendations made by the President pursuant to 31.07. The Board shall have the right to make replacement appointments to any existing academic, administrative or support staff positions that become vacant during this period. The Board shall have the right to make sessional appointments during this period.

## **ARTICLE 32: LAY-OFF OF MEMBERS FOR ACADEMIC REASONS**

- 32.01 The Board shall determine, for each Department/School, an authorized staff establishment, being the number of full-time academic staff to which the university has made or is prepared to make a continuing commitment. The Board shall advise Senate at least six calendar weeks prior to the meeting at which the authorized establishment is to be determined and shall request Senate's recommendations. The Board, in determining the authorized establishment, shall give due consideration to any recommendations made by Senate and shall endeavour to ensure that the authorized establishment reflects the long-term academic priorities of the University. The establishment, which may differ from the actual number of staff at any particular time, shall be reviewed regularly by the Board and may be adjusted. Copies of the authorized establishment shall be sent to the Senate and the Association.
- 32.02 Subject to 32.04, reduction in the actual number of members in any Department/School in order to accommodate adjustments to the authorized establishment shall take place through attrition, including retirement, death, or resignation, or through voluntary redeployment or transfer where the member's qualifications meet existing or planned requirements, voluntary retraining where practicable to meet existing or planned requirements, or partial leaves.
- 32.03 Lay-offs of members pursuant to this Article shall occur only when an exceptional academic reason exists and only to the extent required by that reason. For the purposes of this Article, exceptional academic reasons which would justify such adjustments are a significant decrease in course registrations in a Department/School over a period of at least two years, or a recommendation from Senate to discontinue a program. A program is any academic program of studies distinguished by a defined set of requirements leading to a degree or diploma. When such exceptional academic circumstances arise, the procedures described in 32.04 to 32.10 shall be implemented. The onus of proof shall be on the Board to establish that an exceptional academic reason exists.
- 32.04 When the Board believes that an exceptional academic reason as set out in 32.03 exists and that adjustments to the authorized establishment of a Department/School are necessary and the measures 32.02 have not and cannot produce the desired reduction in a reasonable period of time, and that the lay-off of members is therefore required, the President shall establish a three-person Academic Commission. The Academic Commission shall consist of: one person appointed by the President who shall serve as Chair, the Chair of the Senate Academic Committee, and, one person appointed by the Association. The Academic Commission shall establish its own procedures, and shall have access to available information pertinent to the academic problem and deemed relevant by the Commission. The Commission may consult with any person or group of persons from inside and outside the University, and shall consult with any Department/School concerned.
- 32.05 The Academic Commission shall examine the academic reasons for and the extent of the problems giving rise to the situation, and shall present a preliminary report to the President, with copies at the same time to the Senate and the Association, within thirty days of the date on which its establishment was announced by the President. The Preliminary report shall contain the results of the Commission's examination and recommendations on both short- and long-term actions which might be appropriate, together with the academic consideration on which the recommendations are based. The report shall include recommendations on any immediate actions that can be taken that do not involve the lay-off of members. The Senate and the Association shall have twenty

days in which to provide the Commission and the President with comments on the report and its implications.

- 32.06 Following receipt of comments from the Senate and the Association, the Academic Commission shall prepare a final report within twenty days, making such detailed recommendations as seem appropriate to the Academic Commission, including recommendations, if necessary, on the number of any lay-offs in the Department/School concerned, and commenting upon the extent and nature of the potential impact, if any, of the recommendations on the academic programs of the University. The Commission may also include a recommendation to vary the seniority list in accordance with the criteria described in 33.01. The Academic Commission shall include in its report the reasons for its recommendations and any supporting documents which are appropriate. The report shall be submitted to the President with a copy at the same time to the Senate and the Association. The Senate and the Association shall have twenty days in which to provide the President with comments on the final report.
- 32.07 After due consideration of the final report of the Academic Commission the President shall make his/her final recommendations to the Board, including the lay-off of members. The President may alter or reject the final recommendations of the Academic Commission for just and sufficient reasons, which reasons shall be included in his/her report to the Board. The President's report shall include copies of the Academic Commission's final report. Following receipt of the President's report, the Board may lay off one or more members for academic reasons.
- 32.08 Lay-off for academic reasons shall not occur until all reasonable alternative means of making the necessary reduction (as described in 32.02) have been considered and implemented as far as is reasonably practicable.
- 32.09 Any time limits in the Article may be extended up to a maximum of two months with the written agreement of the parties, and such agreement shall not be unreasonably withheld by either party. In the event the Academic Commission, the Senate or the Association fails to do any action or to submit any report or comment, as appropriate, within the time limits set out in this Article, the Board shall have the right to proceed without such action, report or comment.
- 32.10 The Board shall have the right to make appointments to the academic, administrative, or support staffs in the period of time from the date the President announces the appointment of the Academic Commission until the Board has determined what action will be taken on the recommendations made by the President pursuant to 32.07. When making an appointment during this period, the Board shall invite applications from members in the affected Department/School before advertising externally, and, subject to subsisting collective agreements, shall give preference to such a member who applies and who is or can reasonably become qualified to meet the requirements of the vacant position. No appointment(s) shall be made in the affected Department/School during this period of time.
- 32.11 For the purposes of this Article, a reasonable period of time for a member to become qualified to fill a position in the bargaining unit shall be no more than one year, and no more than three months for a position outside the bargaining unit.

#### **LAY-OFF (LIBRARIANS)**

- 32.12 Lay-off of members pursuant to this Article shall occur only for the following reasons:

- (A) financial reasons - lay-offs of members for financial reasons shall occur only when a bona fide financial crisis exists and only to the extent required to alleviate the crisis. A bona fide financial crisis exists when there has been a substantial deficit, which is projected, on the basis of reasonable assumptions, to continue for at least one year, and which threatens the long-term well-being of the University, in particular its academic functions. The onus of proof shall be on the Board to establish that a bona fide financial crisis exists; or
- (B) exceptional operating circumstances - lay-off of members for exceptional operating circumstances shall occur only to accommodate a major and continuing organizational restructuring of the Library operations. The onus of proof shall be on the Board to establish the need for a major and continuing organizational restructuring of the Library operations.

The procedures described in 31.02 - 31.10 shall be implemented in the financial circumstances described above in 32.12(A). The procedures described in 32.13 to 32.19 shall be implemented in the exceptional operating circumstances described in 32.12(B).

- 32.13 When the Board believes that an exceptional operational circumstance as set out in 32.12(B) exists and that the lay-off of members is therefore required, the President shall establish a three person Library Advisory Committee. The Library Advisory Committee shall consist of the University Librarian, the President of L.U.F.A. or his/her designate, and one member named by the President. The Committee shall establish its own procedures, and shall have access to any and all available information pertinent to the exceptional operational circumstance and deemed relevant by the Committee. The Committee may consult with any person or group of persons from inside and outside the University, and shall consult with the professional librarians.
- 32.14 The Committee shall examine the exceptional operational reasons for and the extent of the problems giving rise to the circumstance. The Committee shall make such detailed recommendations as seem appropriate on both short- and long-term actions which might be needed, on the number of lay-offs, and on any immediate actions that can be taken that do not involve the lay-off of members. It shall comment upon the extent and nature of the potential impact, if any, of the recommendations on the academic programs of the University. The Committee shall include in its report the reasons for its recommendations and any supporting documents which are appropriate. The report shall be submitted to the President, and a copy shall be given to the Association, within twenty days of the date on which its establishment was announced by the President. The Association shall have fifteen days in which to provide the President with comments on the Committee's report.
- 32.15 After due consideration of the final report of the Committee, the President shall make his/her final recommendations to the Board, including the lay-off of members. The President may alter or reject the final recommendations of the Library Advisory Committee for just and sufficient reasons, which reasons shall be included in his/her report to the Board. The President's report shall include copies of the Committee's report. Following receipt of the President's report, the Board may lay off one or more members.
- 32.16 Lay-off of members for an exceptional operational circumstance shall not occur until all reasonable alternative means of making the necessary reduction (including early retirement, partial leaves) have been considered and implemented as far as is reasonably practicable.

- 32.17 Any time limits in this Article may be extended up to a maximum of one month with the written agreement of the parties, and such agreement shall not be unreasonably withheld or requested by either party. In the event the Association fails to do any action or to submit any comment within the time limits set out in this Article, the Board shall have the right to proceed without such action or comment.
- 32.18 The Board shall have the right to make appointments to the academic, administrative, or support staffs in the period of time from the date the President announces the appointment of the Library Advisory Committee until the Board has determined what action will be taken on the recommendations made by the President pursuant to 32.15. When making an appointment during this period, the Board shall invite applications from members before advertising externally, and shall give preference, subject to collective agreements, to such a member who applies and who is or can reasonably become qualified to meet the requirements of the vacant position. No appointment(s) of professional librarians shall be made in the Library during this period of time.
- 32.19 For the purposes of this Article, a reasonable period of time for a member to become qualified to fill a position outside the bargaining unit shall be no more than three months.
- 32.20 Members shall be laid off in reverse order of date of hire within the following sequence:
- (A) first, members on part-time appointment;
  - (B) second, members on limited term appointment;
  - (C) third, members on probationary appointment; and
  - (D) fourth, members on continuing appointment in rank sequence, i.e. commencing with Librarian 1.
- 32.21 For purposes of this Article, date of hire is established by the date upon which current uninterrupted employment commenced in a position with librarian rank. Current uninterrupted employment is not affected by leave taken in accordance with provisions of this Agreement. If two or more members have the same date of hire, the order of lay-off shall be determined by the number of years since the granting of a member's first degree, those with a lower number being laid off prior to those with a higher number. Failing a distinction, the order of lay-off shall be determined by lot.
- 32.22 Members being laid off shall be given written notice as follows:
- (A) members on part-time appointment shall be given notice in accordance with the Employment Standards Act;
  - (B) members on limited term appointment shall be given one month's notice; notwithstanding the foregoing, term employment shall cease on the date stated in the letter of appointment if that date is prior to the expiration of the one month's notice in writing;
  - (C) members on probationary appointment shall be given two months' notice in writing; and
  - (D) members holding continuing appointments shall be given four months' notice in writing.

- 32.23 At the Board's discretion, members being laid off may be given payment in lieu of notice.
- 32.24 Members with continuing appointments who are at least forty years of age, who have at least six years of current continuous full-time service with the University, and for whom the sum of their age plus their years of service is at least fifty-five shall be exempt from lay-off until all other lay-off procedures provided for in this Article have been completed.
- 32.25 The President shall notify in writing each member who is being laid off and shall state the reason for the lay-off pursuant to this Article.
- 32.26 Laid-off Librarian members shall retain their recall rights as provided for in 32.27 and shall receive written notice of all vacancies being filled in the Library, in academic positions and in administrative positions at Grade 7 or above in the University, within that period, such notice to be mailed to the member's last known address. The member is responsible for keeping the University informed of his/her current address.
- 32.27 A laid-off librarian member shall have the right of first refusal following the day of lay-off for any vacancy in the bargaining unit which was filled prior to the vacancy by a librarian member for the following periods of time as appropriate:
- (A) continuing librarian members with six years or more of service, for a period of four years;
  - (B) continuing members with less than six years of service, three years;
  - (C) probationary librarian members, one year.
- 32.28 The order of right to recall shall be the reverse of the order of lay-off.
- 32.29 A laid-off member shall have one month from the date the offer of re-employment is made, as provided for in 32.26 and 32.27 to indicate acceptance thereof, and shall have up to three months from the date the offer is made to take up the position.
- 32.30 Any member who rejects an offer of a librarian position in the bargaining unit made pursuant to this Article or who fails to respond within the one month provided for in 32.29 or who informs the University that he/she is no longer interested in re-employment with the University shall have forfeited all further rights accorded laid-off members.
- 32.31 A member who, pursuant to 32.18 and/or 32.19, accepts employment in the University in an area other than the Library shall retain the full right of first refusal for any librarian position in the bargaining unit.
- 32.32 While subject to recall, laid-off members shall have the right to use the Library and such other specific University facilities as may reasonably be made available. In addition, such a member who is not employed on a full-time basis elsewhere may elect to continue coverage in the insured benefit plans at the member's expense and in accordance with the provisions of the plans until he/she is no longer eligible for recall.
- 32.33 All laid-off members and their dependents and spouses shall have the right to tuition waiver in the University for the recall period, or until alternate employment is secured, whichever comes first.

- 32.34 If recalled, laid-off members shall retain seniority, appointment status, and rank rights as at the time of lay-off.
- 32.35 Lay-off shall not be treated, described, or recorded as dismissal for cause.



**ARTICLE 33: PROCEDURE FOR LAY-OFF OF FACULTY PURSUANT TO ARTICLES 31 AND 32**

- 33.01 Within Departments or Schools which have been identified pursuant to the procedures outlined either in Article 31 or Article 32 members shall be laid off in the following order:
- (A) first, members of limited-term appointment;
  - (B) second, members on probationary appointment, in reverse order of hire; and,
  - (C) third, tenured members or continuing members, as appropriate, in reverse order of date of hire.
- 33.02 For purposes of this Article, date of hire is established by the date upon which current uninterrupted employment commenced in a position with academic rank. Current uninterrupted employment is not affected by leave taken in accordance with provisions of this Agreement. If, within a Department/School two or more members have the same date of hire, the order of lay-off shall be determined by the number of years since the granting of a member's first degree, those with a lower number being laid-off prior to those with a higher number. Failing a distinction, the order of lay-off shall be determined by lot.
- 33.03 In order to preserve the primacy of the University's academic function, the sequence of lay-offs outlined in 33.01 may be varied. Any variation of the sequence of lay-offs shall be done only for bona fide academic reasons when the academic program of the affected Department/School can no longer be offered except with a variation. If the Dean believes the sequence of lay-offs outlined in 33.01 should be varied, he/she shall inform the Association and the member(s) in writing, stating what the specific variation he/she believes is necessary and the reason why the academic program of the affected Department/School is best served by the variation.
- 33.04 Members being laid off for reasons of financial crisis will be given written notice as follows:
- (A) members on term appointments shall be given three months' notice in writing; notwithstanding the foregoing, term employment shall cease on the date stated in the letter of appointment if that date is prior to the expiration of the three months' notice;
  - (B) members on a probationary appointment shall be given six months' notice in writing; and,
  - (C) members holding tenured or continuing appointments shall be given six months' notice in writing.
- 33.05 Members being laid off for academic reasons will be given written notice as follows:
- (A) members on term appointments shall be given three months' notice in writing; notwithstanding the foregoing, term employment shall cease on the date stated in the letter of appointment if that date is prior to the expiration of the three months' notice;
  - (B) members on a probationary appointment shall be given six months' notice in writing; and,

- (C) members holding tenured or continuing appointments shall be given six month's notice in writing.
- 33.06 At the Board's discretion, members being laid off may be given payment in lieu of notice.
- 33.07 In addition to the notice or payment in lieu of notice described in 33.04 and 33.06 above,
- (A) a faculty member holding a first probationary appointment who is laid off shall receive a termination allowance equal to six months' salary (at his/her salary rate at the time of termination);
- (B) a faculty member holding a second probationary appointment who is laid off shall receive a termination allowance equal to twelve months' salary (at his/her salary rate at the time of termination); and,
- (C) a member holding a tenured or continuing appointment who is laid off shall receive a termination allowance equal to one month's pay (at his/her salary rate at the time of termination) for each completed year of service, to a minimum allowance of the equivalent of fifteen months' salary and to a maximum of twenty months' salary.
- 33.08 In addition to the notice or payment in lieu of notice described in 33.05 and 33.06 above,
- (A) a faculty member holding a first probationary appointment who is laid off shall receive a termination allowance equal to nine months' salary (at his/her salary rate at the time of termination);
- (B) a faculty member holding a second probationary appointment who is laid off shall receive a termination allowance equal to fifteen months' salary (at his/her salary rate at the time of termination); and,
- (C) a member holding a tenured or continuing appointment who is laid off shall receive a termination allowance equal to one month's pay (at his/her salary rate at the time of termination) for each completed year of service, to a minimum allowance of the equivalent of twenty-four months' salary and to a maximum of thirty months' salary.
- 33.09 Members with tenured or continuing appointments who are at least forty years of age, who have held for at least six years a current continuous full-time appointment with the University, and for whom the sum of their age plus their years of current continuous full-time appointment with the University is at least fifty-five, shall be exempt from lay-off until all other lay-off procedures provided for in this Article have been completed.
- 33.10 The President shall notify in writing each probationary member recommended for lay-off and each tenured or continuing member recommended for lay-off. In both cases the notice of lay-off shall state the reasons for the lay-off pursuant to Article 31 or Article 32.
- 33.11 Laid-off members shall retain their recall rights as provided for in 33.12 and shall receive written notice of all vacancies being filled in academic positions and in administrative positions at Grade 10 or above in the University within that period, such notice to be mailed to the member's last known address. It is the member's responsibility to keep the University informed of his/her current address.

- 33.12 A laid-off member shall have the right of first refusal following the date of lay-off for any vacancy in his/her Department/School unless the Board can demonstrate that the post is so specialized that it cannot be filled by the laid-off member or by an rearrangement of duties within the member's Department/School for the following periods, as appropriate:
- (A) tenured and continuing members, for a period of four years;
  - (B) members in a second probationary appointment, for a period of three years; and,
  - (C) members in a first probationary appointment for a period of two years.
- 33.13 The order of right to be recalled shall be the reverse of the lay-off.
- 33.14 A laid-off member shall have one month in which to accept an offer of re-employment as provided for in 33.11 and 33.12 and shall have up to nine months to terminate other employment in order to take up a position in the bargaining unit, and up to three months in order to take up a position that is not in the bargaining unit.
- 33.15 When accepting a recall, a member shall be required, as a condition of recall, to repay any termination payments (not including any payment received in lieu of notice) which exceeds what his/her salary would have been for the period had he/she continued to occupy his/her former position.
- 33.16 Any member who rejects an offer of a position as provided for in 33.12 or who fails to respond within the one month provided for in 33.14 or who informs the University that he/she is no longer interested in re-employment with the University shall have forfeited all further rights accorded laid-off members.
- 33.17 A member who, pursuant to 33.11, accepts employment in the University in an area other than his/her original Department/School shall retain the full right of first refusal for any position in that original Department/School.
- 33.18 While subject to recall, laid-off members shall have the right to use the Library and such other specific University facilities as may reasonably be made available. In addition, such member who is not employed on a full-time basis elsewhere may elect to continue coverage in the insured benefit plans at the member's expense and in accordance with the provisions of the plans until he/she is no longer eligible for recall.
- 33.19 All laid-off members and their dependents and spouses shall have the right to tuition waiver in the University for the recall period, or until alternate employment is secured, whichever comes first.
- 33.20 Laid-off members shall retain seniority, tenure and academic rank rights as at the time of lay-off after accepting reappointment at the University.
- 33.21 Lay-off shall not be treated, described, or recorded as dismissal for cause.

## ARTICLE 34: RETIREMENT, RESIGNATION, AND CLEARANCE UPON TERMINATION

### Retirement

34.01.01 Full-time members may give written notice of intention to retire to their Dean/University Librarian with a copy to the Vice-President (Academic) between July 1 and September 1 in any year with the retirement to commence on the following June 30. Such notice of intention will be irrevocable. Although the normal retirement date (NRD) is the June 30 which coincides with or immediately follows a member's 65<sup>th</sup> birthday, there shall be no mandatory retirement date for members whose 65th birthday occurs on or after July 1, 2005.

34.01.02 Postponed Retirement

Members who choose to work beyond the NRD are required to continue the full scope of their normal duties and will continue to be covered by all articles in this collective agreement except where specific requirements have been specified for those working beyond the NRD.

(A) They will continue to make and receive pension contributions until they are required by law to commence receiving a pension prior to their actual retirement date (i.e., currently the December 1 of the year in which the member attains age 69). They will not be entitled to commence receiving a pension prior to their actual retirement date (which shall be June 30) unless required by law to commence receiving a pension prior to their actual retirement date (i.e., currently the December 1 of the year in which the member attains age 69).

(B) Life Insurance Benefits will continue to be in effect until the member's actual retirement date or, if earlier, the date upon which the member begins to receive his or her pension as required under the Income Tax Regulations (currently the December 1 of the year in which the member attains age 69).

(C) Long-term disability benefits will be payable only up to the member's irrevocable retirement date, or, if earlier, the NRD.

Notice requirements pertaining to retirement (34.01.01) will be waived for members who meet the requirement for long-term disability but who are not eligible for long-term disability benefits because they are working beyond the NRD.

(D) Retired members will be entitled to purchase retiree life insurance and health benefits but the members shall bear the normal cost of such coverage.

(E) Other retiree benefits will also be available to retired members provided the member bears the normal cost of such benefits.

34.01.03 Retirement Counseling

The Board recognizes the value of retirement counseling for all members considering retirement and agrees to work with the Association to establish a retirement counseling program. The Board agrees to pay for

a lifetime maximum of three (3) hours of independent retirement counseling for each member considering retirement, in accordance with the program.

34.01.04      Phased Retirement

- 34.01.04.01      Full-time members must give notice of intention to participate in the phased retirement program at the time they give notice of intention to retire (see Article 34.01.01)
- 34.01.04.02      All full-time members who have attained the age of 55 years, have at least 10 years of service with Lakehead University on July 1st in the year of retirement, and who have commenced retirement at the time the phased retirement program comes into effect are eligible for the phased retirement program.
- 34.01.04.03      Under the terms of phased retirement, on July 1<sup>st</sup> of the year of retirement, members shall be hired on a three year contract basis subject to the terms and conditions of the Agreement. The parties may include other terms and conditions provided such terms and conditions are acceptable to the Board, the Association, and the member.
- 34.01.04.04      An agreement to participate in the phased retirement program is revocable by the member. Article 34.02 shall be applicable in such cases.
- 34.01.04.05      The required workload of faculty members on phased retirement shall be composed exclusively of teaching duties. This does not preclude such members from volunteering for other duties/activities that are acceptable to his/her Dean. The normal teaching load of a member on phased retirement shall consist of four HCEs in Year 1, three HCEs in Year 2, and two HCEs in Year 3. The normal period of library duty shall consist of two thirds of full-time duty in Year 1, one-half of full-time duty in Year 2, and one-third of full-time duty in Year 3, as arranged to the mutual agreement of the member and the University Librarian.
- 34.01.04.06      During the phased retirement program, only the scale increment adjustments in Article 35.01.02 shall be applicable. The salary of a member in the phased retirement program shall be commensurate with the percentage workload: that is in Year 1, the "base" salary shall be calculated by increasing the pre-retirement salary by the scale increase applicable in Year 1 and the salary the member shall receive shall be two-thirds of this amount; in Year 2, the "base" salary shall be calculated by increasing the "base" salary for Year 1 by the scale increase applicable in Year 2 and the salary the member shall receive shall be one-half of this amount; in Year 3,

the "base" salary shall be calculated by increasing the "base" salary for Year 2 by the scale increase applicable in Year 3 and the salary the member shall receive shall be one-third of this amount.

34.01.04.07 Members in the phased retirement program shall maintain their status as members of the bargaining unit. During Years 1 and 2 of the phased retirement program, members shall be entitled to the benefits and office space to which they would have been entitled to had they not retired, with the exception of Board pension contributions. During Year 3 of the phased retirement program, members shall be entitled to the benefits and office space applicable to Level 3 Contract Lecturer Members.

34.01.05 Partial Pension

The Board and the Association agree to discuss the possibility of introducing partial pension payment features during phased retirement if and when legislation is passed permitting the payment of a partial pension under a registered pension plan.

34.01.06 Benefits Definitions

The term "benefits" in this section includes all benefits referred to in Article 36 of this Agreement.

34.02 Resignation

A faculty member may resign effective June 30th of any year by giving five months' written notice to his/her Dean with a copy to the Vice-President (Academic). A member who is a department head in the Library may resign effective the end of any month by giving two (2) months' written notice to the University Librarian with a copy to the Vice-President (Academic). Other members in the Library may resign effective the end of any month by giving one (1) month's written notice to the University Librarian with a copy to the Vice-President (Academic). A member who has given notice of resignation shall not be entitled to any leave beyond the effective date of his/her resignation. Requirements with respect to the effective date of the resignation and/or length of notice may be waived by mutual agreement between the member and the Board.

34.03 Clearance Upon Termination

Upon termination of employment the member's final salary payment shall be made on the last day of the month concerned or as soon thereafter as all financial and material obligations of the member to the University are fulfilled. Such obligations include: submission of students' final marks; return of keys, library books, audio/visual and other equipment; reimbursement for goods and services; submission of travel expense reports and the reimbursement of outstanding travel advance balances; and, fulfilment of all contractual obligations to the Board pursuant to this Agreement and/or any other contract which exists between the member and the Board.

## **ARTICLE 35: SALARIES**

### **35.01 Regular Salary**

35.01.01 Regular Salary is the annual salary rate of a member engaged in full-time employment with the University excluding any stipends and/or payments for overload teaching or in the case of a librarian for overtime work. The salary of a member employed on a full-time basis for less than an academic year shall be pro-rated on the basis of his/her Regular Salary. The salary of a member who is on leave pursuant to Article 37 shall be pro-rated on the basis of his/her Regular Salary.

35.01.02 Regular Salaries shall be adjusted annually, and the adjusted salaries shall take effect as of July 1st or as otherwise indicated. Salary adjustments for individual members shall include some or all of the following components:

- (A) a scale increment;
- (B) a career development increment;
- (C) a merit increment; and,
- (D) an anomaly adjustment.

35.01.03 The scale increment shall be the minimum percentage increase applied to the salary floor and ceiling of each faculty and librarian rank and to the Regular Salaries of all members within the rank.

### **35.01.04 Career Development Increments**

A career development increment (CDI) shall be awarded annually to each full-time member to provide, through a series of salary increases, an orderly promotion within each rank for satisfactory performance of a full-time member's responsibilities. Satisfactory performance is based on a member's Annual Report and shall be measured against a) the criteria by rank established in Article 24 for librarian members and Article 26 for faculty members, b) the expectations placed on the member by his/her immediate supervisor in light of the current developments in his/her department and c) the level of facilities and support provided to the member pursuant to Article 8.04. Any unusual expectation and /or known extenuating circumstances beyond the member's control will be considered when reviewing performance.

If a member's performance of his/her responsibilities has been unsatisfactory, one-quarter, one-half or all of a CDI may be withheld. The first withholding shall be for one-quarter of the CDI. Any decision to withhold any portion of a CDI shall be a reflection of real concern about the performance and professional development of the member concerned and shall constitute disciplinary action.

The decision to withhold any portion of a CDI shall be initiated by the Dean/University Librarian who shall have discussed the matter with the member's immediate supervisor unless he/she is the member concerned. The Dean/University Librarian shall communicate his/her decision to the Vice-President (Academic), who in turn shall make a recommendation to the President. The actual decision to withhold any portion of a CDI shall be made by the President.

The President shall advise the member in writing of the reason for the withholding. The President shall advise the Association in writing of the number of members who have had any portion of the CDI withheld.

Once the performance concerns have been satisfactorily addressed, the member shall be informed in writing and the withheld increment shall be awarded effective the date of notification of the member by the President.

35.01.05 Merit increments are awarded in accordance with criteria and procedures pursuant to Appendix I. A merit increment for members shall be \$2,000 to be added to the member's Regular Salary.

35.01.06 Anomaly adjustments are awarded in accordance with criteria and procedures pursuant to Appendix II. An anomaly adjustment for members shall be \$1,000 or a multiple of \$1,000 to be added to the member's Regular Salary.

35.01.07 When a faculty member is promoted to a higher rank, his/her total salary adjustment for the year in which the promotion takes effect shall be the greater of,

(A) the amount required to raise the salary to the floor of the new rank pursuant to 35.04.07, 35.05.07, or,

(B) the increase which would have been received without promotion plus one additional career development increment. The value of the career development increment referred to here shall be \$2,100.

35.01.08 When a librarian member is promoted pursuant to Article 24, or when a member is promoted to Librarian III pursuant to 20.07.03 and has successfully completed his/her trial period, he/she shall receive a total salary adjustment which is the greater of:

(A) the amount required to raise the salary to the floor of the new rank pursuant to 35.06.06, 35.07.06, or;

(B) the increase which would have been received without promotion plus one additional career development increment. The value of the career development increment referred to here shall be \$1,700.

35.01.09 Salary Floors and Ceilings

35.01.09.01 For each rank there shall be a salary floor, which shall be determined each year in relation to the negotiated Assistant Professor floor as follows:

(A) for the rank of professor, 1.576 times the floor of the Assistant Professor rank;

(B) for the rank of Associate Professor, 1.254 times the floor of the Assistant Professor rank;

(C) for the rank of Lecturer, .847 times the floor of the Assistant Professor rank.



35.01.09.02 For each rank there shall be a salary ceiling, which shall be determined each year as follows:

- (A) for the rank of Professor, 2.4738 times the floor of the Assistant Professor rank in 2006/07 and 2.4978 in 2007/08;
- (B) for the rank of Associate Professor, 2.2213 times the floor of the Assistant Professor rank in 2006/07 and 2.2429 in 2007/08;
- (C) for the rank of Assistant Professor, 1.5486 times the floor of the Assistant Professor rank in 2006/07 and 1.5636 in 2007/08 for tenured Assistant Professors; or the Associate Professor floor for untenured Assistant Professors; and
- (D) for the rank of Lecturer, 1.2324 times the floor of the Assistant Professor rank in 2006/07 and 1.2444 in 2007/08 for tenured Lecturers; or the Associate Professor floor for untenured Lecturers.

No faculty member's salary shall exceed the ceiling for his/her rank, except as a result of merit increases pursuant to Article 35.01.05.

35.01.09.03 For each Librarian rank there shall be a salary floor, which shall be determined each year in relation to the negotiated Librarian II floor as follows:

- (A) for the rank of Librarian IV, 1.336 times the floor of the Librarian II rank;
- (B) for the rank of Librarian III, 1.168 times the floor of the Librarian II rank;
- (C) for the rank of Librarian I, 0.909 times the floor of the Librarian II rank;

35.01.09.04 For each Librarian rank there shall be a salary ceiling, which shall be determined each year in relation to the negotiated Librarian II floor as follows:

- (A) for the rank of Librarian IV, 2.0193 times the floor of the Librarian II rank in 2006/07 and 2.0389 in 2007/08; and
- (B) for the rank of Librarian III, II, and I 1.8174 times the floor of the Librarian II rank in 2006/07 and 1.8350 in 2007/08.

No Librarian member's salary shall exceed the ceiling for his/her rank, except as a result of merit increases pursuant to Article 35.01.05.

35.01.10 Members' salaries shall be paid semi-monthly.

**35.02 Payment for Overload, Distance Education, Off-Campus, and Part-time Teaching**

35.02.01 (A) For each HCE credit course, except a Distance Education course, taught by a full-time member on an overload basis, pursuant to 16.02.02 or 16.02.12, the total payment (including vacation pay) shall be for 2006/07, \$4,125; and for 2007/08, \$4,250. For teaching a credit course which is less than a HCE, a member shall receive a pro-rated payment.

(B) For Contract Lecturer members there shall be three levels of remuneration for teaching a HCE, except a distance education course.

Level 1: For Contract Lecturer members with service of 30 or fewer HCEs the total payment (including vacation pay) shall be for 2006/07, \$5,200; and for 2007/08, \$5,500. (Service is the cumulative total of all courses taught during any academic year since September 1988 in which the contract lecturer was a sessional lecturer or contract lecturer member of the Association).

Level 2: For Contract Lecturer members with service of 31 HCEs to 60 HCEs inclusive, the total payment (including vacation pay) shall be for 2006/07, \$5,450; and for 2007/08, \$5,750.

Level 3: For Contract Lecturer members with service of more than 60 HCEs the total payment (including vacation pay) shall be for 2006/07, \$5,700; and for 2007/08, \$6,000.

(C) The hourly rates of pay for music performance instruction by Contract Lecturer members are as follows:

- i) for 2006/07, \$42.75 per hour;
- ii) for 2007/08, \$44.50 per hour.

35.02.02 For each HCE taught by a full-time member at an off-campus location which is a minimum of one hundred and twenty kilometres from the Thunder Bay campus, he/she shall receive an inconvenience allowance of \$575. This amount will be pro-rated for a credit course which is less than a HCE..

35.02.03 (A) Development and/or delivery of a distance education course normally shall be part of a member's teaching assignment pursuant to 16.02.01 but may be a combination of such an assignment and overload. Notwithstanding 16.02.01, the Dean shall not assign development or delivery of a distance education course as part of a member's teaching responsibilities without his/her prior consent. Such consent shall not be withheld unreasonably. Development of a distance education course may occur over more than one year.

(B) When the development and/or delivery of a HCE distance education course is undertaken by a full-time faculty member on an overload basis pursuant to 16.02.02 or 16.02.12, he/she shall receive a total payment (including vacation pay) of:

- (i) For 2006/07, \$4,125; and for 2007/08, \$4,250 for work to develop a distance education course where the work is equivalent to teaching one course by normal teaching methods.
  - (ii) For delivery, for 2006/07, \$1,750 plus \$158 per student over 10 students to a maximum of \$4,125; for 2007/08, \$1,750 plus \$167 over 10 students to a maximum of \$4,250.
- (C) When the development and/or delivery of a HCE distance education course is undertaken by a Contract Lecturer Member, he/she shall receive a total payment (including vacation pay) of:
- (i) Level 1: For contract lecturer members with service of 30 or fewer HCEs the total payment (including vacation pay) shall be for 2006/07, \$5,200; and for 2007/08, \$5,500. (Service is the cumulative total of all courses taught during any academic year since September in which the contract lecturer was a sessional lecturer or contract lecturer member of the Association.
  - Level 2: For contract lecturer members with service of 31 HCEs to 60 HCEs inclusive, the total payment (including vacation pay) shall be for 2006/07, \$5,450; and for 2007/08, \$5,750.
  - Level 3: For contract lecturer members with service of more than 60 HCEs the total payment (including vacation pay) shall be for 2006/07, \$5,700; and for 2007/08, \$6,000.
  - (ii) For delivery, for 2006/07, Level 1 - \$1,750 plus \$230 per student over 10 students to a maximum of \$5,200, Level 2 - \$1,750 plus \$247 per student over 10 students to a maximum of \$5,450, Level 3 - \$1,750 plus \$263 per student over 10 students to a maximum of \$5,700; for 2007/08, Level 1 - \$1,750 plus \$250 per student over 10 students to a maximum of \$5,500, Level 2 - \$1,750 plus \$267 per student over 10 students to a maximum of \$5,750, Level 3 - \$1,750 plus \$283 per student over 10 students to a maximum of \$6,000.

### 35.03 Stipends for Chairs and Directors

- 35.03.01 Members who are Chairs or Directors shall receive an administrative stipend. The stipend shall be \$2,300 plus an additional professional expenses reimbursement equivalent to fifty percent of that allocated to a full-time faculty member, pursuant to Article 36.07.01.
- 35.03.02 An Acting Chair or Acting Director appointed pursuant to 28.01.07 shall receive the stipend in lieu of the Chair/Director for each full month served in excess of the first month.
- 35.03.03 Stipends for Acting Appointments

A librarian member who, in addition to his/her normal duties, is formally assigned a temporary position which continues for more than twenty (20) consecutive working days, excluding replacement for normal annual vacation (as in 36.04.01), shall receive a stipend for the period in excess of twenty (20) working days based on the following rates:

- (A) for filling a vacant Librarian position resulting from illness, maternity/parental leave, resignation or leave of absence, \$425 per month;
- (B) for serving as Acting Department Head, \$525 per month; and,
- (C) for serving as Acting University Librarian, \$675 per month.

For (A) above, when more than one member is assigned a part of the responsibilities of the vacant position, the stipend shall be apportioned accordingly by the University Librarian.

**35.04 Salary Adjustments from July 1, 2006 to June 30, 2007 for Faculty Members on staff as of June 30, 2006**

- 35.04.01 The scale increment shall be 3%.
- 35.04.02 The Career Development Increment pursuant to 35.01.04 shall be \$2,100. One CDI shall be added to a member's regular salary on July 1, 2006.
- 35.04.03 A special increment of \$1,300 shall be awarded to each faculty member on January 1, 2007 who was a full-time faculty member as of June 30, 2006. Any portion of this special increment that is in excess of the ceiling for a member's rank shall not be awarded.
- 35.04.04 A special adjustment shall be added to all regular salaries January 1, 2007 based upon the following determination. For the 2006/07 period, the total funds available for this adjustment shall be \$0.00.
  - (A) Using Statistics Canada Data - Table 1 to determine the average salary by rank at January 1, 2006 for each of the following universities: Brock, Carleton, Guelph, Laurentian, McMaster, Ottawa, Queen's, Trent, Laurier, Waterloo and Western.
  - (B) Calculate the average salary, by rank, of the universities noted in (A).
  - (C) For each rank, calculate the difference between the Lakehead University average salary for that rank and the average for that rank determined in (B) above.
  - (D) For each rank, calculate the percentage that the difference in (C) is of the Lakehead University average for that rank.
  - (E) Each member shall receive an adjustment to his/her regular salary of  $\frac{1}{2}$  of the percentage (if positive) as determined in (D) above for

his/her rank, subject to availability of funds allocated for this purpose. All such funds will be distributed to members.

35.04.05 A merit fund of \$76,000 shall be established for distribution pursuant to 35.01.05. Any portion of the merit fund that is not distributed in 2006/07 shall be added to the merit fund available for distribution in 2007/08.

35.04.06 An anomaly fund of \$0.00 shall be established for distribution pursuant to 35.01.06.

35.04.07 Notwithstanding 35.01.03 the 2006/07 floors and ceilings shall be

(A)	Professor	\$80,765	\$126,775
(B)	Associate Professor	\$64,265	\$113,835
(C)	Assistant Professor	\$51,250	\$ 79,360*
(D)	Lecturer	\$43,405	\$ 63,160*

\*Applies only to tenured Faculty Members. For untenured Faculty Members, the Associate Professor ceiling is also the Assistant Professor and Lecturer ceiling.

**35.05 Salary Adjustments from July 1, 2007 to June 30, 2008 for Faculty Members on staff as of June 30, 2007**

35.05.01 The scale increment shall be 3%.

35.05.02 The Career Development Increment pursuant to 35.01.04 shall be \$2,100. One CDI shall be added to a member's regular salary on July 1, 2007.

35.05.03 A special increment of \$1,300 on January 1, 2008 shall be awarded to each faculty member who was a full-time faculty member as of June 30, 2007. Any portion of this special increment that is in excess of the ceiling for a member's rank shall not be awarded.

35.05.04 A special adjustment shall be added to all regular salaries January 1, 2008 based upon the following determination. For the 2007/2008 period, the total funds available for this adjustment shall be \$0.00.

(A) Using Statistics Canada Data - Table 1 to determine the average salary by rank at January 1, 2007 for each of the following universities: Brock, Carleton, Guelph, Laurentian, McMaster, Ottawa, Queen's, Trent, Laurier, Waterloo and Western.

(B) Calculate the average salary, by rank, of the universities noted in (A).

(C) For each rank, calculate the difference between the Lakehead University average salary for that rank and the average for that rank determined in (B) above.

(D) For each rank, calculate the percentage that the difference in (C) is of the Lakehead University average for that rank.

(E) Each member shall receive an adjustment to his/her regular salary of ½ of the percentage (if positive) as determined in (D) above for his/her rank, subject to availability of funds allocated for this purpose. All such funds will be distributed to members.

35.05.05 A merit fund of \$76,000 shall be established for distribution pursuant to 35.01.05. Any portion of the merit fund that is not distributed in 2007/08 shall be added to the merit fund available for distribution in 2008/09.

35.05.06 An anomaly fund of \$0.00 shall be established for distribution pursuant to 35.01.06.

35.05.07 Notwithstanding 35.01.03 the 2007/2008 floors and ceilings shall be

(A)	Professor	\$83,190	\$131,845
(B)	Associate Professor	\$66,190	\$118,390
(C)	Assistant Professor	\$52,785	\$ 82,535*
(D)	Lecturer	\$44,710	\$ 65,685*

\*Applies only to tenured Faculty Members. For untenured Faculty Members, the Associate Professor ceiling is also the Assistant Professor and Lecturer ceiling.

**35.06 Salary Adjustments from July 1, 2006 to June 30, 2007 for Librarian Members on Staff as of June 30, 2006**

35.06.01 The scale increment shall be 3%.

35.06.02 The Career Development Increment pursuant to 35.01.04 shall be \$1,700. One CDI shall be added to a member's regular salary on July 1, 2006.

35.06.03 A special increment of \$800 shall be awarded to each Librarian member on January 1, 2007 who was a full-time member as of June 30, 2006. Any portion of this special increment that is in excess of the ceiling for a member's rank shall not be awarded.

35.06.04 A merit fund of \$4,000 shall be established for distribution pursuant to 35.01.05. Any portion of the merit fund that is not distributed in 2006/07 shall be added to the merit fund available for distribution in 2007/08.

35.06.05 An anomaly fund of \$0.00 shall be established for distribution pursuant to 35.01.06.

35.06.06 The 2006/2007 floors and ceilings shall be:

(A)	Librarian IV	\$62,515	\$94,490
(B)	Librarian III	\$54,655	\$85,040
(C)	Librarian II	\$46,795	\$85,040
(D)	Librarian I	\$42,535	\$85,040

35.06.07 The hourly rates for members employed on a part time basis pursuant to 13.04 shall be:

(A)	Librarian III	\$30.02
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(B)	Librarian II	\$25.71
(C)	Librarian I	\$23.37

**35.07 Salary Adjustments from July 1, 2007 to June 30, 2008 for Librarian Members on Staff as of June 30, 2007**

- 35.07.01           The scale increment shall be 3%.
- 35.07.02           The Career Development Increment pursuant to 35.01.04 shall be \$1,700. One CDI shall be added to a member's regular salary on July 1, 2007.
- 35.07.03           A special increment of \$800 on January 1, 2008 shall be awarded to each Librarian member who was a full-time member as of June 30, 2007. Any portion of this special increment that is in excess of the ceiling for a member's rank shall not be awarded.
- 35.07.04           A merit fund of \$4,000 shall be established for distribution pursuant to 35.01.05. Any portion of the merit fund that is not distributed in 2007/08 shall be added to the merit fund available for distribution in 2008/09.
- 35.07.05           An anomaly fund of \$0.00 shall be established for distribution pursuant to 35.01.06.
- 35.07.06           The 2007/2008 floors and ceilings shall be:
- |     |               |          |          |
|-----|---------------|----------|----------|
| (A) | Librarian IV  | \$64,390 | \$98,270 |
| (B) | Librarian III | \$56,295 | \$88,440 |
| (C) | Librarian II  | \$48,195 | \$88,440 |
| (D) | Librarian I   | \$43,810 | \$88,440 |
- 35.07.07           The hourly rates for members employed on a part time basis pursuant to 13.04 shall be:
- |     |               |         |
|-----|---------------|---------|
| (A) | Librarian III | \$30.93 |
| (B) | Librarian II  | \$26.48 |
| (C) | Librarian I   | \$24.07 |

## **ARTICLE 36: EMPLOYMENT BENEFITS**

### **36.01 Pension and Benefits**

36.01.01 As a condition of employment, each full-time member, unless specifically exempted by legislation or regulation, shall enroll and participate in:

- (A) the University Supplemental Group Medical Benefits Plan;
- (B) the University Group Life Insurance Plan, to a maximum of \$250,000 coverage.
- (C) the University Long Term Disability Insurance Plan;
- (D) the University Pension Plan;
- (E) the University Dental Plan, including coverage for crowns and bridges; and
- (F) the University Vision Care Plan.

36.01.02 The Board shall pay one hundred percent of the applicable premium costs for a member's coverage under the plans specified in 36.01.01 (A), (B), (E) excluding crowns and bridges, and (F) and the member shall pay one hundred percent of the applicable premium costs for his/her coverage under 36.01.01 (C). The Board shall pay fifty percent of the additional premium cost for crowns and bridges with a \$1,500 maximum coverage per year.

36.01.03 The Board shall contribute to the University Pension Plan for each full-time faculty member and each full-time librarian member, an amount equal to: effective January 1, 2007, 8.05% of the member's regular earnings, less the Board's contributions to the Canada Pension Plan; effective January 1, 2008, 8.05% of the member's regular earnings, less the Board's contributions to the Canada Pension Plan. If the Board of Governors' pension contribution rates for senior administrative employees (excluding the President and Vice-Presidents) exceeds the Board's contribution rates to the University Pension Plan for each full-time faculty member and each full-time librarian member, the Board will increase the contribution rates for each full-time faculty member and full-time librarian member to the level of the Board's contribution rate for senior administrative employees (excluding the President and Vice-Presidents). Each full-time faculty member and each full-time librarian member shall contribute to the University Pension Plan an amount equal to 6.5% of his/her regular earnings, less his/her contributions to the Canada Pension Plan.

The Board shall contribute to the Ontario Teacher's Superannuation Plan for faculty members who as of June 30, 1985 were employed by the Board and enrolled in that plan.



- 36.01.04 The Board shall provide under separate cover (a booklet entitled "Employee Benefit Plans for Professional and Administrative Staff") a brief summary of the principal features of all current employee benefits available to members.
- 36.01.05 Members shall be notified in writing of any non-trivial amendments to the current plans referred to in 36.01.01 (A), (B), (C), (D), (E) and (F).
- 36.01.06 Retired members beyond the age of 65 shall have the right to remain enrolled in plans (A) and (E) as of June 30, 1991. The retired member shall pay one hundred percent of the premium costs for his/her coverage under 36.01.01 (A) and (E). If a retiree has chosen to take the health benefits available through Lakehead University, which are self funded, upon death of the retiree the spouse may continue with the benefits provided that they are self funded.
- 36.01.07 In the event that any of the foregoing health and medical plans for any reason becomes unavailable or is discontinued, the Board shall continue to contribute toward the premium for any health or medical plans substituted there for sums of money equivalent to those being paid at the date of such unavailability or discontinuance.
- 36.01.08 Each Level 2 and 3 Contract Lecturer Member shall be entitled to access the services provided through the Employee Assistance Program at Lakehead University.

## **36.02 Statutory Holidays**

- 36.02.01 The Board recognizes the following as paid holidays: New Year's Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Christmas Day; Boxing Day; and, three days in conjunction with the Christmas Holiday period as designated by the Board.

## **36.03 Vacations**

- 36.03.01 In addition to the statutory holidays, each member is entitled to the equivalent of four weeks' vacation after eleven months of service, five weeks' vacation after seventeen years of service, and annually thereafter. Vacation is a period during which a member is not accountable to the employer. The member shall be paid during such vacations but there shall be no remuneration in excess of the annual salary in the event a member chooses to work through all or part of his/her vacation period. Entitlement to such annual vacation shall not be cumulative and shall expire with the end of the academic year in which the entitlement was earned. The Dean may for academic reasons approve the carry over into another academic year of part of the vacation. Such approval shall not be unreasonably withheld.

- 36.03.02 After consultation with his/her Chair/Director and provided the Dean is notified in advance of the vacation period(s), a member may take his/her annual vacation at any time which does not coincide with a period in which he/she has undertaken a particular responsibility such as teaching or counselling students.
- 36.03.03 Vacation entitlement shall not be redeemable for its monetary value except in the event of death in which case the value of such entitlement shall be paid on a pro-rated basis of unused credits for the current year.

#### 36.04 **Vacations (Librarians)**

- 36.04.01 Each member earns vacation entitlement at the rate of 1.67 days per full month worked (20 days per year). A member having completed seventeen (17) years of service earns vacation entitlement at a rate of 2.083 days per full month worked (25 days per year). Vacation is a period during which a member is not accountable to the employer.
- 36.04.02 The member will be paid during the vacation periods but there shall be no remuneration in lieu of vacation in the event that the member selects not to take his/her vacation entitlement.
- 36.04.03 Vacation entitlement may be accumulated to a maximum of thirty (30) days.
- 36.04.04 A member may use his/her vacation entitlement at any time during the year provided that he/she gives reasonable notice to the University Librarian and such vacation does not unduly interfere with the normal functions of the Library or the member's normal duties.
- 36.04.05 Vacation entitlement shall not be redeemable for its monetary value except in the event of death in which case the value of such entitlement will be paid on a pro-rated basis of unused credits for the current year.

#### 36.05 **Moving Expenses**

- 36.05.01 The Board shall continue its policy on Moving and Travel Allowances for Newly-Appointed Faculty and Staff Members, which is designed to assist full-time members with the payment of necessary moving and travel expenses incurred in their relocation to Thunder Bay.
- 36.05.02 The policy, which describes the acceptable types of expenses and allowable maxima, are available from the Human Resources section of the Lakehead University website.

#### 36.06 **Waiver of Tuition and Tuition Scholarship**

- 36.06.01 It is the policy of the Board to assist members in meeting educational expenses for members, their spouses and dependents attending Lakehead University.

- 36.06.02 Effective July 1, 2004, a full-time member, his/her dependant as defined in the Board of Governors' Tuition Waiver Policy approved December, 1998 and/or the spouse of a member with a full-time appointment, who enrolls in a regularly scheduled graduate or undergraduate University course(s) for academic credit, will be granted tuition waiver to a maximum of \$4,000 per calendar year, with a lifetime maximum of \$20,000. However, the student will be responsible for all incidental (i.e. lab, field trip, etc.) and activity fees related to that course. A member with an appointment as a Contract Lecturer Member at Level 2 or Level 3 will receive a \$800 tuition waiver credit to be used by the member and/or his/her spouse/dependents who enrol in a regularly-scheduled University course for academic credit in the current or subsequent academic year. No full-time member, Contract Lecturer Member at Level 2 or Level 3, dependant or spouse will be entitled to exceed the tuition waiver maximums specified in this Article.
- 36.06.03 In order to obtain a waiver of tuition fees and/or a Tuition Scholarship a member must complete the appropriate application form and obtain authorization from his/her immediate supervisor.
- 36.06.04 Waiver of tuition is available only once for any particular course. When a course is repeated, the full tuition shall be payable by the member, spouse, or dependent.
- 36.06.05 A spouse and/or dependent of a member who dies will continue to be eligible for the waiver of tuition benefit and/or Tuition Scholarship until he/she has completed the course(s) in which he/she is enrolled and for two additional academic years.

### **36.07 Professional Expenses Reimbursement – Faculty and Librarians**

- 36.07.01 The Board shall reimburse each member who has a full-time appointment \$1,350 in 2006/07; and \$1,400 in 2007/08 for professionally-related expenditures, including those related to research and teaching improvement, made by the member in the calendar year on behalf of the Board.
- The reimbursement shall be based on the actual numbers of months the member is employed by the University during the allowance period. Partial years shall be reimbursed on a pro-rated basis.
- 36.07.02 The Board shall reimburse each member who has a Contract Lecturer appointment at Level 2 or 3 for professionally-related expenditures, including those related to research and teaching improvement, made by the member in the calendar year on behalf of the Board as follows:
- \$350; or \$450 if the member is teaching six (6) or more HCEs per academic year.
- Expense claims and supporting original receipts shall be submitted for reimbursement semi-annually (by December 31 and June 30) on

a standard form to the Dean who shall verify that claims are for eligible expenditures.

36.07.03 Eligible expenses as provided in 36.07.01 and 36.07.02 may include:

- (A) membership fees for professional and/or learned societies related to the member's discipline;
- (B) subscriptions to professional and/or learned journals;
- (C) purchase of equipment, supplies and books related to the member's research, scholarly and teaching activities;
- (D) registration fees for the member to attend scholarly and professional conferences;
- (E) travel including transportation, food, and accommodation (subject to University travel policies) for the member to attend relevant scholarly and professional conferences or seminars, or to visit other universities or research sites to conduct research and scholarly work which cannot be done at Lakehead University;
- (F) page and reprint charges or costs incurred in the preparation and completion of scholarly manuscripts.

36.07.04 In each calendar year each member shall file a written declaration with the Board stating he/she has incurred eligible expenditures to the amount pursuant to Articles 36.07.01 and/or 36.07.02 on behalf of the Board during the calendar year, and each member shall retain his/her receipts to satisfy Revenue Canada in the event that the status of the payments is questioned. A member who fails to sign and return such a declaration by December 31<sup>st</sup> in each calendar year and/or fails to expend the full amount as set out in Articles 36.07.01 and/or 36.07.02 must repay the University for the reimbursement or portion thereof that has not been accounted for.

## 36.08 Professional Development Leave for Librarians

36.08.01 Leave to attend the above-mentioned activities, with the payment of salary, benefits and agreed expenses, shall be granted at the discretion of the University Librarian. Members shall apply in writing to the University Librarian.

36.08.02 The University Librarian may elect to initiate a professional leave for a member. If the member agrees to take this leave in order to attend courses, conferences, meetings, seminars, workshops, learned societies' meetings and the study of operating systems and services at other libraries and institutions, payment of salary, benefits and of agreed expenses shall be made to the member. All or part of the expenses incurred from such a leave will not be taken

from the member's Professional Allowance without agreement of the member.

## **ARTICLE 37: LEAVES OF ABSENCE**

### **37.01 Sabbatical Leave**

- 37.01.01 A Sabbatical Leave enables a member to seek intellectual invigoration, to improve teaching effectiveness, and to pursue research and other scholarly activities, for the mutual benefit of the member and the University.
- 37.01.02 Tenured members shall be eligible for a Sabbatical Leave after completing six academic years of full-time service with the University uninterrupted by a Sabbatical or Study Leave, except as provided in 37.01.06, the taking of which is subject only to the following conditions:
- (A) arrangements satisfactory to the Department/School and the Dean can be made to cover the member's absence. Normally a leave will not be denied for this reason more than once;
  - (B) the academic activities proposed by the member are approved by the Dean on the basis of their academic merit; and,
  - (C) the accomplishments of the member on previous Sabbatical Leaves taken under the terms of this Agreement reasonably fulfilled the member's Sabbatical responsibilities.
- 37.01.03 A member seeking Sabbatical Leave shall submit a written application to the Dean by October 1st of the year immediately preceding the academic year for which the leave is requested and shall include the following information:
- (A) the period of the leave;
  - (B) a statement of the proposed academic activities and of their academic value to the member and to the University;
  - (C) a description of the way in which the member's accomplishments will be recorded and reported to the Dean and to the member's colleagues; and,
  - (D) if external funding is required for the completion of the proposed academic activities, the potential sources of that funding shall be indicated.
- 37.01.04 The President shall notify the applicant in writing and before December 15th whether the Sabbatical Leave has been approved, and shall state the reasons for any non-approval of the Sabbatical Leave application. Approval of a Sabbatical Leave shall not be unreasonably withheld. A successful applicant may be asked by the Dean to postpone his/her Sabbatical Leave, but such year(s) of

postponement shall be credited toward the subsequent Sabbatical Leave. A successful applicant may cancel the Leave by notifying the President in writing no later than January 31st, after which a requested cancellation by the member may be granted at the discretion of the President.

- 37.01.05 A Sabbatical Leave is for a period of twelve months, commencing on July 1st, or for a period of six months, commencing on either July 1st or January 1st. No portion of the academic year in which a Sabbatical Leave is taken shall count toward the years of eligibility entitlement pursuant to 37.01.02. A Sabbatical Leave includes the appropriate vacation entitlement proportional to the length of the Leave.
- 37.01.06 A member who takes a twelve-month Sabbatical Leave shall receive 85% of his/her Regular Salary. Upon his/her return all accumulated years of eligibility entitlements shall be exhausted. A member who takes a six-month Sabbatical Leave shall receive one hundred percent of his/her Regular Salary, and upon his/her return all accumulated years of eligibility entitlements except two shall be exhausted. The member may apply to receive part of this remuneration as a research grant to cover his/her research and travel expenses; applications are available in the Office of Graduate Studies and Research.
- 37.01.07 A member on Sabbatical Leave shall continue, subject to the terms of such policies, to be covered by the University's group benefit plans, and the University shall continue its normal contributions toward the premium costs for such plans.
- 37.01.08 The University and the member shall continue normal percentage contributions toward the member's pension plans (University and C.P.P.) based on the member's Regular Salary. The period of Leave shall be included as credited years of service in determining University Pension benefits.
- 37.01.09 A member on Sabbatical Leave shall receive any across-the-board scale increments paid to members of the same rank and shall remain eligible for Career Development Increments.
- 37.01.10 Time spent on any other type of leave with a period of more than six months, including Long Term Disability Leave, but excluding Maternity/Parental/Adoption Leave (pursuant to Article 37.04.01) shall not count toward the eligibility requirement of six years full-time service, but such leaves are considered not to break the continuity of years accumulated.
- 37.01.11 Members on Sabbatical Leave shall continue to be members of the bargaining unit and shall continue to have dues deducted from their salaries.
- 37.01.12 While on Sabbatical Leave a member may accept, with the prior written permission of the President, paid employment outside Lakehead University. Permission to accept outside employment

which is related to the academic purposes for which the Sabbatical Leave was granted shall not be unreasonably withheld.

- 37.01.13 Immediately following completion of a Sabbatical Leave, the member is required to return to the University for a period equal to the length of the Leave taken or to satisfy some other arrangement that is mutually acceptable to the member and the Board.
- 37.01.14 Faculty members who have been appointed to Lakehead University directly from service at another university shall be granted credit equal to one-half of the number of years of sabbatical credit accumulated at the previous university (calculated in accordance with this Agreement), to a maximum of two years, in determining years of service for Sabbatical Leave entitlement at Lakehead University.
- 37.01.15 Within two months following the end of the sabbatical period, the member will provide his/her Dean with a written report documenting the member's accomplishments during the Leave (in accordance with Article 37.01.03 (C)).
- 37.01.16 Members are required to submit an Annual Report in accordance with Article 16.06.

## 37.02 Study Leave

- 37.02.01 A Study Leave with pay is granted to enable the member to pursue a program of study of benefit to the member and in order to meet specific needs of the University. The Board may request that a member apply for Study Leave.
- 37.02.02 Study Leave periods may vary. Vacation entitlement shall be proportional to the length of the Leave.
- 37.02.03 A member on Study Leave shall receive 13.33% of his/her Regular Salary for each year of service in the University uninterrupted by a Sabbatical or Study Leave, to a maximum of 80% of his/her Regular Salary. Effective July 1, 2004, this will increase to 14.17% for each year of service to a maximum of 85% of his/her Regular Salary. Time spent on any other type of leave with a period of more than six months, including Long Term Disability Leave, shall not count toward the eligibility requirement of three years, nor toward years of service for the purpose of determining salary while on Study Leave.
- 37.02.04 A member on Study Leave shall continue, subject to the terms of such policies, to be covered by the University's group benefit plans, and the University shall continue its normal contributions toward the premium costs for such plans.
- 37.02.05 At the member's option, the University and the member shall continue normal percentage contributions toward the member's pension plans (University and C.P.P.) based on the member's Regular Salary. If normal pension contributions are continued, the



period of the Leave shall be included as credited service in determining University Pension benefits.

- 37.02.06 A member on Study Leave shall receive any across-the-board scale increments paid to members of the same rank and shall remain eligible for Career Development Increments.
- 37.02.07 Members on Study Leave shall continue to be members of the bargaining unit and shall continue to have dues deducted from their salaries.

**Articles Applicable to Faculty Members**

- 37.02.08 Members with three years service in the University or who are requested by the Board to apply for Study Leave are eligible for Study Leave.
- 37.02.09 A member seeking Study Leave shall submit a written application to the Dean by October 1st of the year immediately preceding the academic year for which the Leave is requested. Applications may be accepted after October 1st at the discretion of the Dean. The application shall include the following information.
- (A) the period of the Leave;
  - (B) a statement of the proposed program of study and of its academic value to the member and to the University; and,
  - (C) the way in which the member's accomplishments will be reported to the Dean.
- 37.02.10 The President shall notify the applicant in writing and before December 15th whether the Study Leave has been approved, and shall state the reasons for non-approval of such an application. A successful applicant may cancel the Leave by notifying the President in writing no later than January 31st, after which a requested cancellation by the member may be granted at the discretion of the President.
- 37.02.11 Immediately following completion of Study Leave, a member shall be required to return to the University for one year. Except in the case of death, a member who fails to return shall be required to reimburse the Board for all or part of the compensation received by the member pursuant to 37.02.03, 37.02.04, and 37.02.05.
- 37.02.12 While on Study Leave a member may accept, with the prior written permission of the President, paid employment outside Lakehead University. Permission to accept outside employment which is related to the approved program of study for which the Study Leave was granted shall not be unreasonably withheld.

- 37.02.13 The Dean shall arrange a career planning meeting with each member who is required by letter of appointment to pursue a terminal degree through a study leave option. The meeting shall be convened no later than the end of his/her second year of service at the University and shall include the Dean, the member and the member's Chair/Director.
- 37.02.14 Within two months following the end of the Study Leave, the member will provide his/her Dean with a written report documenting the member's accomplishments during the Leave (in accordance with Article 37.02.09 (C)).
- 37.02.15 Members are required to submit an Annual Report in accordance with Article 16.06.

#### **Articles Applicable to Librarian Members**

- 37.02.16 A member with a continuing appointment who has three (3) years' service in the University, or who is requested by the Board to apply for Study Leave, shall be eligible for Study Leave. Additional criteria include the member's professional performance while at the University and the ability of the Library to make satisfactory arrangements to cover the member's absence.
- 37.02.16.01 A member seeking Study Leave shall submit a written application to the Chief Librarian six (6) months prior to the proposed leave. The application shall include the following information:
- (A) the period of the leave;
  - (B) a statement of the proposed program of study and of its professional value to the member and to the University; and
  - (C) the way in which the member's accomplishments will be reported to the Chief Librarian.
- 37.02.16.02 Four (4) months prior to the proposed leave, the applicant shall be notified in writing whether the Study Leave has been approved and shall be advised of the reasons for non-approval of such an application. A successful applicant may cancel the leave by notifying the Chief Librarian in writing no later than three (3) months prior to the proposed leave, after which a requested cancellation by the member may be granted at the discretion of the Board.
- 37.02.16.03 Immediately following completion of Study Leave, a member shall be required to return to the University for six (6) months if the leave was less than four (4) months' duration and for one (1) year if the leave was four (4) months or more in

duration. Except in the case of death, a member who fails to return shall be required to reimburse the Board for all or part of the compensation received by the member pursuant to 37.02.03, 37.02.04 and 37.02.05.

37.02.16.04 The Board shall inform the Association of the names of members granted Study Leave, the purpose of the leave and the duration of the leave.

37.02.16.05 The time periods set out in 37.02.16.02 and 37.02.16.03 may be shortened at the discretion of the Chief Librarian.

### 37.03 Leaves of Absence Without Pay

37.03.01 Leave of Absence Without Pay may be granted to a tenured member or to a member holding a second probationary appointment for a period of time mutually agreeable to the Board and the member.

37.03.02 Leave of Absence Without Pay may be granted to a librarian member with a continuing appointment for a period of time mutually agreeable to the Board and the member.

37.03.03 Leave of Absence Without Pay may be granted for the following reasons:

(A) professional activities intended to improve the member's qualifications and thereby enhance his/her value to the University;

(B) to provide professional service on a full-time basis to a governmental or other outside agency; or,

(C) for other good and sufficient purpose.

37.03.04 If the member's application for Leave of Absence Without Pay satisfies the requirements of 37.03.03, the granting of such leave shall be subject to the provision that the Department/School and the Dean or the Chief Librarian in the case of a librarian who has satisfactory performance while at the University, can make satisfactory arrangements, which may include the appointment of a replacement, to cover the member's responsibilities to the University.

37.03.05 A member desiring Leave of Absence Without Pay shall apply in writing to the Dean with a copy to the Chair/Director or in the case of librarians to the Chief Librarian with a copy to the department head, where applicable, stating the purpose and duration of the leave. The application should be submitted at least six months prior to the commencement date of the leave. Within three months of the date

of receipt of the member's application for Leave of Absence Without Pay, he/she shall be notified in writing by the President whether his/her request will be granted, or alternatively, of the status of the consideration being given to the application. Consideration will be given to a request by an applicant who has been given a Leave of Absence Without Pay to forego or alter the dates of such a leave, but the arrangements made to cover the member's responsibilities to the University may preclude the granting of such a request.

37.03.06 If a Leave of Absence Without Pay does not exceed thirty-one calendar days, the Board and the member shall continue to make contributions towards the benefit programs in which the member is participating pursuant to this Agreement. If such Leave of Absence Without Pay exceeds thirty-one calendar days, the member shall be entitled but not required to maintain membership in the benefit programs in which he/she was enrolled immediately prior to such Leave of Absence Without Pay, provided that the benefit programs so permit and that the member pays the total cost involved.

37.03.07 A member taking Leave of Absence Without Pay for the reasons listed under 37.03.03(A) and (B) shall receive, on returning to the University, the salary he/she received at the time of taking the Leave plus any across-the-board scale increments paid to members of the same rank during his/her absence, and shall be eligible for Career Development Increments awarded during the period of the Leave. A member taking Leave of Absence Without Pay under 37.03.03(C) shall receive, on returning to the University, the salary he/she received at the time of taking the Leave plus any across-the-board scale increments paid to members of the same rank during his/her absence, but shall not be eligible, unless otherwise agreed to in advance by the Board, for Career Development Increments awarded during the period of the Leave.

37.03.08 While on Leave of Absence Without Pay, the member is responsible for the payment of his/her union dues directly to the Association.

37.03.09 The time periods set out in 37.03.05 as applicable to Librarians may be shortened at the discretion of the Chief Librarian.

#### 37.04 Other Leaves

##### 37.04.01 Maternity/Parental/Adoption Leave

- (A) A female member who has been employed by the Board for at least thirteen weeks preceding the estimated date of delivery is entitled to seventeen weeks of unpaid leave of absence for pregnancy. Such leave may be commenced up to seventeen weeks before the expected date of delivery. A member wishing to take maternity leave shall provide her Dean/University Librarian with two weeks notice in writing of the date the leave is to begin, together with a medical certificate estimating the day of delivery.

- (B) A member who becomes the parent of a child and who has been employed by the Board for at least thirteen weeks is entitled to a thirty-five week unpaid parental leave following the birth of the child or the coming of the child into the parent's custody, care and control for the first time. A member shall provide his/her Dean/University Librarian with two weeks notice in writing prior to the commencement of the leave.
- (C) A faculty member who has held a probationary or tenured appointment for one year or a librarian member who has held a continuing appointment for one year, shall for a seventeen week period have her pregnancy leave benefits under the Employment Insurance Act topped up to 95% of the member's regular salary. All payments made under this policy must be in accordance with the agreement that is filed by the University with Human Resources Development Canada pursuant to paragraph 57(13)d of the Employment Insurance Regulations (see Appendix V) which may be updated by Human Resources Development Canada from time to time.

Maternity Leave with supplemental salary is granted on the understanding that the member shall return to the University after her Maternity Leave. In the event that a member is unwilling or unable to make the commitment to return to the University following her Leave or cannot fulfil the requirements above, Maternity Leave shall be taken without supplemental salary. If a member has received top-up maternity benefits and does not fulfil her obligation to return to her position, she shall be obliged to repay the Board for any supplemental monies received during her Maternity Leave. The amount of such required repayment shall be calculated on a pro-rata basis. Any member who tenders her resignation pursuant to 34.04 prior to such Leave shall not be eligible for the top-up benefit.

- (D) A faculty member who has held a probationary or tenured appointment for one year or a librarian member who has held a continuing appointment for one year is entitled to four weeks paid leave for adoptive parental care if the child at the time of adoption is under 4 years of age; otherwise the leave shall be for a period of five days. Effective July 1, 2004, a faculty member who has held a probationary or tenured appointment for one year or a librarian member who has held a continuing appointment for one year is entitled to eight weeks paid leave for adoptive parental care. Should both parents be employees of the University, only one of the two shall be entitled to such leave. Moreover, should a child be the natural child of one of the two parents, and is adopted by the spouse of the natural parent, the spouse shall not be entitled to this leave.

The paid adoptive care leave is granted on the understanding that the member shall return to the University after the leave. If a member takes such a paid leave and does not return to the University, he/she shall be obliged to repay the Board any monies received during the leave.

- (E) A male member is entitled to five days paid leave within two weeks of the birth of his child.
- (F) A member taking leave pursuant to 37.04.01 (D) or (E) shall give his/her Dean/University Librarian at least two week's written notice of the taking of the leave. A member shall confirm in writing to the Dean or University Librarian the duration and reasons for such leave upon his/her return to the University.
- (G) A member who is on any other form of approved leave, whether paid or unpaid, is not eligible for leave pursuant to 37.04.01(D) or (E).
- (H) The Dean or University Librarian may authorize unpaid extensions to leaves pursuant to this Article.

37.04.02 **Jury and Witness Leave:** A member who is called for jury duty or is compelled by subpoena to attend as a witness before any body in Canada, except in cases involving personal litigation, shall be granted a leave of absence with pay. The member shall inform the Dean and Chair/Director or University Librarian as soon as possible after receiving notification of being called, and shall supply the Dean or University Librarian with a copy of the summons. The member and the Department shall make alternate arrangements to meet his/her teaching or professional responsibilities. The member shall remit to the University all compensation received for service as a juror or witness, other than amounts received for travelling and/or living expenses.

37.04.03 **Compassionate Leave:** A member is eligible for a leave of absence with pay for up to three days in a case of grave illness or death of a family member. An additional two days of paid leave may be granted by the Dean or University Librarian in cases of demonstrated need. The member shall notify his/her Chair/Director or Dean, or University Librarian, when Compassionate Leave is required, and shall confirm in writing to the Dean or University Librarian the duration and reason for such leave upon his/her return to the University. A member who is on any other form of approved leave, whether paid or unpaid, is not eligible for Compassionate Leave.

37.04.04 **Sick Leave:**

- (A) In the event of an illness or injury which causes a member who is a full-time employee to be unable to perform his/her regular duties, the Board shall continue payment of Regular Salary and fringe benefits to the extent of one month's salary for each year of past service, to a maximum of four months. Partial years of service will entitle the member to sick leave pay on a pro rata basis.
- (B) The available total of sick leave months will equal the member's years of service less sick leave already taken. Unused Sick Leave entitlement is not cashable at any time.

- (C) A member who is absent from work due to illness or injury shall notify his/her immediate supervisor (Chair, Director, Dean, or University Librarian) as soon as possible of such absence and its estimated duration. A work-related illness or injury must be reported immediately to his/her immediate supervisor.
- (D) When an absence from work due to illness or injury exceeds five (5) consecutive days, or where there are frequent absences of a shorter duration, a member may be required to provide a physician's statement verifying the illness or injury and identifying any restrictions, limitations and/or precautions that may be required. If the "Lakehead University Employee Medical/Work Limitation Form" is used, the member will be reimbursed by the Board for the cost of completing the form.
- (E) When an absence from work due to illness or injury exceeds five (5) consecutive days, the absence must be reported by the member's immediate supervisor to Human Resources.
- (F) While on Sick Leave, the member may be required to undergo medical examinations by doctors appointed and paid by the Board in order to continue on Sick Leave or to return to work.

37.04.05

**Disability Leave:** A member who is totally disabled shall be placed on Disability Leave when he/she qualifies for benefits under the University's Long-Term Disability Insurance Plan. While he/she continues to receive L.T.D. benefits, the member shall continue to participate in benefit programs provided the benefit programs so permit. During the first twenty-four months of such Disability Leave the member shall retain the right to resume his/her normal duties.

After twenty-four months of such Disability Leave the member shall lose the right to resume his/her normal duties. During the subsequent twenty-four months the Board shall give preference in filling University positions to a member on Disability Leave who ceases to be totally disabled, and who applied for and is reasonably qualified to meet the requirements of the vacant position.

37.04.06

**Partial Leave:** A member may apply for a Partial Leave with reduced workload and pro-rated salary and benefits. A Partial Leave may allow the members, among other things, to undertake research, exchanges or fellowships. Prior to seeking approval for a Partial Leave, details concerning pro-rated benefits shall be discussed with Human Resources. The terms of the Partial Leave, including the details of the reduced workload and pro-rated salary shall be agreed to in writing by the member, his/her Chair/Director and the Dean, or by a librarian his/her department head where applicable and the University Librarian, and shall require the written approval of the President. Arrangements concerning the member's pro-rated benefits must be finalized in consultation with Human Resources prior to the commencement of the Partial Leave. Normally a Partial Leave shall be for a period of not less than one full academic term for a faculty member or four (4) months for a

librarian. While on Partial Leave the member shall retain membership in the bargaining unit and shall continue to enjoy all other rights and benefits of employment, including salary increments, on a pro rata basis where applicable. A request for Partial Leave from a Librarian which would result in a workload of less than twenty-one (21) hours per week should not be considered.

37.04.07

**Political Leave:** A tenured member or a librarian on continuing appointment shall be granted Political Leave for the purpose of seeking election to a municipal, provincial or federal office. As far in advance as possible the member shall submit to the Dean or University Librarian a written request for either a partial or full-time leave from his/her teaching, professional and other scheduled responsibilities. The granting of such leave shall be subject only to the provision that the Department/School and the Dean or University Librarian can make satisfactory arrangements to cover the member's responsibilities to the University. Full-time Political Leave in order to seek election is granted without pay. The provisions of 37.04.06 will apply in the case of a Partial Leave granted for such purpose. A tenured member or a librarian on continuing appointment elected to the Parliament of Canada, the Legislature of Ontario, or the Mayoralty of Thunder Bay shall be required to take Political Leave without pay, to a maximum of six years. At the expiration of the sixth year, or earlier if the member ceases to hold office, he/she shall either resign or be deemed to have resigned from his/her University position, unless he/she returns to full-time service with the University, but he/she may be granted additional Political Leave without pay at the discretion of the Board. If a Political Leave does not exceed thirty-one calendar days, the Board and the member shall continue to make contributions towards the benefit programs in which the member is participating pursuant to this Agreement. If such Political Leave exceeds thirty-one calendar days, the member shall not be entitled to maintain membership in these benefit programs; the member shall have the right to make voluntary contributions to the University Pension Plan, subject to the terms of the Plan.

A member taking Political Leave shall retain his/her tenured rank or librarian rank, and on returning to full-time service with the University shall receive the salary he/she received at the time of beginning the leave, plus any across-the-board scale increments paid to members of the same rank during his/her absence, but shall not be eligible for Career Development Increments paid during the period of the Leave. In the case of librarians, if the Political Leave exceeds thirty-one (31) calendar days, the returning member may not be assigned the same duties or position, nor be assigned to the same department, as applied prior to the leave.



## **ARTICLE 38: INTELLECTUAL PROPERTY**

### **38.01 Patents and Other Intellectual Property**

In interpreting 38.01, ordinary support shall include the member's regular salary and benefits; the personnel, equipment, supplies, and facilities funded by regular departmental operating budgets; ordinary use of the library and centralized computing facilities; and research equipment and supplies obtained through grants in aid of the member's work. Extraordinary support shall be any other funding or support provided by the Board.

The term "invention" in 38.01 shall include any device, machine, or process.

38.01.01 A member has no obligation to seek patent protection for the results of his/her research or to modify his/her research to enhance the protectability of such results. A member has the unqualified right to publish such results.

38.01.02 Unless otherwise provided in this Article, the Board makes no claim to any rights to any invention, improvement, design, or development made by a member and the rights to such invention, improvement, design, or development and any patents and other rights arising from them shall be the sole property of the member.

38.01.03 A member shall give notice to the Board in writing of any patent application or other application to protect intellectual property made by him/her within three months of the date of the application and shall assert at that time whether or not it refers to an invention, improvement, design or development made with the extraordinary support of the Board. If the Board fails to challenge in writing the assertion of the member within three months of the receipt of the notification of the application, the Board shall be deemed to have accepted as accurate the assertions set out in the member's notice. Failure by the member to give notice of an application within the prescribed three month period shall maintain the Board's rights under 38.01.03 until such notification.

38.01.04 Where an invention, improvement, design or development has been invented or developed with the ordinary or extraordinary support of the Board, the member concerned shall grant to the Board a non-exclusive, royalty-free, irrevocable, indivisible, and non-transferable right to use the invention, improvement, design or development solely within the University. Such right shall not include the right to exploit the invention, improvement, design or development in any way.

Where a protected invention, improvement, design, or development involved:

- (A) the ordinary support of the Board, the Board shall receive 25% of the net proceeds;
- (B) the extraordinary support of the Board, the Board shall receive 50% of the net proceeds.

As used herein, "net proceeds" shall mean the net profits derived from the sale, leasing, licensing, or commercial exploitation of the invention, improvement, design or development after deduction of all expenses incurred in the protection of the invention, improvement, design, or development including patent searches, patent applications, patent application prosecution, and maintenance of patent protection in Canada and in other countries.

38.01.05 A member may, at his/her sole discretion, make his/her own arrangements for an application for patent or other form of protection of intellectual property at his/her own expense, subject to 38.01.03 and 38.01.04.

38.01.06 A member may, at his/her sole discretion, prepare and process an application for patent or other form of protection of intellectual property through any agency with which the Board has an agreement, subject to 38.01.03 and 38.01.04. In such case, the member shall make such agreements and shall receive such proceeds as are specified in the agreement between the Board and the agency.

The Board shall not initiate modifications to or the abandonment of its agreement with any such agency in such a way as to affect a continuing contract with any member without the approval of the Joint Committee for Administering the Agreement.

Any agency with which the Board has an agreement shall, at its sole discretion, have the right to refuse to prepare or process any application for patent or to exploit any patent. In such case, the member concerned remains bound by 38.01.03 and 38.01.04.

38.01.07 The name of the University and the University letterhead shall not be used in connection with any invention, improvement, design or development in which the Board has no interest unless agreed to in advance in writing by the Board, although nothing shall prevent a member from stating the nature and place of his/her employment, rank, and title in connection with activities associated with the invention, improvement, design or development, provided that he/she shall not purport to represent the University or to speak for it, or to have its approval, unless such approval has been given in advance in writing by the Board.

38.01.08 Any revenue that the Board may receive under 38.01.04 shall be dedicated to research and dispersed at the Board's discretion except that in each case 25% of such income shall be assigned by the Department or the School with which the member concerned is affiliated. The Board's auditors shall certify in writing annually to the Association that these funds have been expended in accordance with this Article.

## 38.02 Copyrights

Intellectual property, as used in 38.02 shall include, but not necessarily be limited to, books, articles, and similar printed material written or prepared by a member; painting, sculpture, music, and similar works of art created by a member; lectures delivered by a member; audio and video recordings or digitally encoded representations; photographs, film, and other similar recordings for which the content was created by a member; and computer programs developed, improved, or written by a member. Where Article 38.02 conflicts with Article 38.01, Article 38.02 shall prevail.

38.02.01 The Board shall not hold or make any claim to the copyright in any intellectual property produced or created by a member, except as described in this Article.

The Board may, with the consent of the member, use for its original purpose any intellectual property that the member produced in the course of his/her teaching assignment pursuant to 16.02.01, 16.02.12, or 13.03 and for which the member holds the copyright. Such use shall be without any payment, royalties, or other compensation and such consent shall not be withheld unreasonably.

38.02.02 The Board shall hold copyright with respect to the original purpose of any written information produced by a member pursuant to 16.02.07, and of any assessment, grading, report, or correspondence produced in his/her normal administrative duties pursuant to 16.04.

38.02.03 A member is the sole holder of copyright in his/her own lectures and in all intellectual property produced in association with his/her teaching assignment pursuant to 16.02.01, 16.02.12, or 13.03.

38.02.04 A member who edits a journal or magazine published by Lakehead University shall not claim copyright therein save and except for those articles, reviews, or literary pieces written by him/her.

38.02.05 The Board shall enter into a contract with a member the terms of which give the Board fifty percent ownership in the copyright of material developed by a member for a distance education course. Copies of all such materials shall contain a statement or marking identifying the ownership of copyright and appropriate credit to the contributors.

Where the Board retains possession of such material, it shall exercise reasonable care and caution to ensure that no material is erased, copied, amended, or edited in any way without the written consent of the copyright holder. The Board or its employees or agents shall not loan, transfer or distribute a copy of such material to a third party outside Lakehead University without the written consent of the copyright holder.

38.02.05.01 The member who holds copyright in such material may, after five academic years following completion of its development, and at three-year intervals thereafter, notify the Board of the need to revise such material or have it withdrawn from use by the Board. The member shall give twelve months' written notice to the Board in each instance.

The Board may request revisions in such material in order to ensure that proper and current academic standards are met.

The member who holds copyright in such material shall be responsible for its revision. At the time the development of distance education materials is assigned, the member shall agree that for five academic years following completion of its development, he/she shall accept the Board's request for revisions or allow the appropriate department or school to make the revisions. The member shall remain bound by this agreement regardless of his/her employment status with respect to the Board.

In the event that the Board and member cannot agree on the nature or extent of the revisions, the Board may purchase the member's 50 percent ownership of the copyright of the package of material. In this case, the member shall be paid 50 percent of the original stipend for development paid to the member pursuant to 35.02.03. The Board shall engage the services of someone recommended by the academic unit to make any revisions. In all cases where someone other than the member makes revisions to the materials, if the member objects to the extent or the propriety of the revisions, he/she shall, at his/her discretion, have his/her name withdrawn as a contributor to the work and any visible indications that he/she is a contributor to the work shall be withdrawn.

38.02.05.02

At the time distance education material is developed, the member shall warrant to the Board in writing that he/she is the copyright holder of all material contained therein and that it is original with him/her or shall at that time provide the Board with a list in writing of any other copyright material contained therein and the names of the relevant copyright holders. The member shall indemnify the Board against any loss resulting from a failure by the member to list the registered owner of any such copyright material. No such copyright material may be included by the member without the written approval of the Board. The Board shall pay any cost related to securing all copyright permissions and for the use of such approved copyright material.

38.02.05.03

The member who holds copyright in the material developed for a distance education course for the University shall grant to the Board an exclusive licence to distribute copies of such distance education material for use by other educational

agencies. "Net proceeds" of any fees or royalties that the Board receives for the use by another party of these materials shall be distributed 50% to the Board and 50% to the member. "Net proceeds" shall mean the fees and royalties received less the cost of reproduction, distribution and production costs (which include charges to produce the materials including licensing costs of other copyright materials contained therein). The Board, in distributing such material to any other educational agency, shall ensure that the other agency shall not loan, transfer, or distribute a copy of such material to any other party without the written consent of the copyright holder.

Notwithstanding the above, where funding has been provided by contractual agreement with the Province of Ontario or other granting agency for distance education initiatives, the Board may grant to the Province or such granting agency an exclusive royalty-free licence to distribute copies of distance education material. This exemption applies only to that material for which such a licence is a condition of receipt of funding and only where the Board has submitted a statement to the Association from the granting agency that such a condition obtains.

38.02.06 Where more than one copyright holder has contributed to and has an interest in a copyright work and that work is severable, each copyright holder shall exercise his/her rights and responsibilities under 38.02 and 38.03 with respect to his/her contribution independently. Where more than one copyright holder has contributed to and has an interest in a copyright work and that work is not severable, the copyright holders shall exercise their rights and responsibilities under 38.02 and 38.03 collectively and unanimously. As used herein, a work is severable if a portion of that work could be removed or erased or replaced by a similar portion without substantially diminishing the value of the other portions of the work.

38.02.07 When a member or a former member dies, his/her estate shall assume all rights and responsibilities for copyright works under 38.02 and 38.03.

38.03 **Transfer of rights and responsibilities**

38.03.01 Where the Board or a member holds a right or interest in a patented or protected invention, improvement, design, or development, or in a copyright work and wishes to sell, assign, or dispose of that right or interest, each shall, as a condition of the right to sell, assign, or dispose, protect and maintain the rights of the other pursuant to Article 38.

38.03.02 The Board shall not enter into any agreement to subcontract work or responsibilities held by the Board or any of its employees, or to form a consortium of other universities, government departments or agencies or corporations, and/or private companies or corporations for the purposes of research and development or commercial exploitation without securing to

the members who may be seconded to or employed by the subcontractors or consortia all the rights, privileges, and benefits accorded them by Article 38. Any such agreement made contrary to this provision shall not apply to any member except with his/her consent in writing.

## **ARTICLE 39: RESEARCH MISCONDUCT**

### **39.01     Definition**

39.01.01     Factors intrinsic to the process of academic research such as honest error, conflicting data, or differences in interpretation or assessment of data or of experimental design do not constitute fraud or misconduct.

39.01.02     Fraud or misconduct in academic research means:

- (A)     Fabrication, falsification, or plagiarism;
- (B)     Material failure to recognize by due acknowledgement the substantive contributions of others or the use of unpublished material of others without permission, or the use of archival materials in violation of the rules of the archival source;
- (C)     Material failure to obtain the permission of the author before making significant use of new information, concepts or data obtained through access to manuscripts or grant applications during the peer review process;
- (D)     Attribution of authorship to persons other than those who have participated sufficiently in the work to take public responsibility for its intellectual content;
- (E)     Submission for publication of articles originally published elsewhere except where it is clearly indicated in the published work that the publication is intended to be a republication;
- (F)     Intentional 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 for the protection of researchers, human subjects, or the health and safety of the public, or for the welfare of laboratory animals;
- (H)     Material failure to meet relevant legal requirements that relate to the conduct or reporting of research;
- (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 those involved in a research project to reveal to the Board any material financial interest in a company that contracts with the Board to undertake research, particularly research involving the company's products, or 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.

- (K) Deliberate destruction of one's own research data in order to avoid the detection of wrong doing; or tampering with or destruction of the research of another person either for personal gain or out of malicious intent;
- (L) In the event that there is an allegation of misconduct that is a violation of common practices and standards of behaviour which is not listed above, both parties shall discuss the issue and determine whether or not the alleged misconduct should be considered as fraud or research misconduct.

39.01.03 Nothing in this Article shall be construed to restrict the academic and artistic freedom of creative artists.

## 39.02 Procedures for Investigating Reports of Fraud and Research Misconduct

### 39.02.01 Consultation

- (A) Before making a written allegation of misconduct pursuant to 39.02.01(D), a complainant must consult with the Vice-President (Research), it being understood that this consultation will remain confidential. The Vice-President (Research) shall exercise discretion and respect confidentiality in dealing with the allegation so as to protect the reputation and careers of all involved, as well as the reputation of the University. If the allegations are against the Vice-President (Research), the complainant must consult with the Vice-President (Academic) who shall follow the same process as outlined below for the Vice-President (Research).
- (B) Upon receiving an allegation, the Vice-President (Research) must determine within ten days the merit of the allegation.
- (C) If it is determined that the allegation has no merit, the Vice-President (Research) shall inform the complainant and the respondent, as well as individuals consulted by the Vice-President (Research) pursuant to 39.02.01(B) of his/her determination. No reference to the allegation shall be retained in the official personnel file of the respondent. The complainant may discuss the issue in confidence with the Vice-President (Academic) if he/she believes that the consultation has not adequately dealt with the allegation.
- (D) If it is determined that the allegation has merit, the Vice-President (Research) shall recommend that the complainant submit a written allegation to the Vice-President (Academic). Within ten days of a receipt of the written allegation, the Vice-President (Academic) must decide whether a formal investigation pursuant to 39.02.02 should proceed. The Vice-President (Academic) shall ask the respondent(s) to show cause why a formal investigation should not be initiated and shall inform the respondent of his/her right to approach the Association and to be accompanied and/or assisted by a representative of the Association throughout all related proceedings.



- (E) The Vice-President (Research) shall take reasonable measures to protect the complainant from coercion or retribution by the respondent. Any act of coercion or retribution is subject to disciplinary action pursuant to Article 29.

39.02.02

Formal Investigation

When the Vice-President (Academic) has determined that a formal investigation should be initiated, he/she shall establish an Investigative Committee within ten days.

- (A) The Investigative Committee shall be comprised of three members. The complainant and respondent shall each nominate one Committee member. The two nominees shall nominate a third member of the Committee who shall chair the Committee.
- (B) The Vice-President (Academic) shall present the Investigative Committee with the written allegation and relevant materials. The respondent has the right to full disclosure of all information or evidence relevant to the case in order to prepare a defence and to submit materials to the Committee.
- (C) The Committee shall address the charges of fraud or research misconduct and determine whether or not they have validity.
- (D) The Committee shall conduct its investigation in accordance with principles of natural justice and due process.
- (E) The Committee shall take into account real or apparent conflicts of interest on the part of those involved in the inquiry.
- (F) The Committee may seek impartial expert opinions, as necessary and appropriate, to ensure that the investigation is thorough and authoritative.
- (G) The Committee shall keep, on file, copies of all materials relevant to its deliberation.
- (H) The Committee shall review, where appropriate, all research with which the respondent has been involved during the period of time considered pertinent to the allegation. A special audit of research accounts may be performed.
- (I) The Committee shall present a report on its findings to the President within 30 days of the Committee being established. The respondent, any co-investigator, immediate supervisor related to the investigation, and the complainant, shall be given the opportunity to review and comment on a draft of the report. Their remarks shall be included as appendices in the final report.

39.02.03

Subsequent Actions from the Formal Investigation of the Investigative Committee

- (A) Within 15 days following the receipt of the Committee's report, upon reviewing all the elements, the President shall inform the respondent of the decision of the Committee and of any actions that are to be taken. In addition, where appropriate, any outside funding agency shall be informed of the results of the inquiry and of actions which will be taken. In all proceedings and subsequent to a final decision, the Board shall undertake to (a) assure that those making an allegation in good faith and without demonstrably malicious intent will be protected from reprisals or harassment, (b) take disciplinary action against those who make allegations of fraud or misconduct in research which are reckless, malicious and not in good faith.
- (B) The Board shall take such steps as may be necessary and reasonable to:
  - (a) protect the reputation and credibility of persons wrongfully accused of fraud or misconduct in research, including written notification of the decision to all agencies, publishers, or individuals who were informed by the Board of the investigation.
  - (b) protect the rights, positions and reputations of persons who in good faith make allegations of fraud or research misconduct, or whom it calls as witnesses in an investigation. Such protection shall include, as a minimum, legal counsel and other legal costs should the persons be sued for their participation in arbitration proceedings.
  - (c) minimize disruption to the research of the person 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.
  - (d) ensure that any disruption in research, teaching or community service resulting from allegations of fraud or misconduct does not adversely affect future decisions concerning the careers of those referenced in 39.02.03(B) above.
- (C) A statement from the President that a member is guilty of misconduct in research with or without any formal sanctions constitutes discipline under Article 29. Any disciplinary action imposed on a member for research misconduct shall be subject to the grievance and arbitration procedures of Article 30 except that the parties agree that cases involving research misconduct will proceed directly to Step III of the grievance procedure.
- (D) If the matter is referred to an arbitration board, the Board shall bear the onus of proving just and sufficient cause, notwithstanding the recommendations of any previous inquiry committee.
  - (a) The standard of proof in any such arbitration shall require the establishing of a deliberate intention to deceive and that there was no possibility of an honest error.

39.03 **Retention of Research and Scholarly Activity Materials**

- 39.03.01 Members shall only be responsible for providing investigators and an arbitration board access to research and scholarly activity materials which are in their possession and not for research materials which may be stored in archives, libraries or other institutions which the Board may consult at its expense.
- 39.03.02 Normally, members shall retain research and scholarly activity materials that are within their personal control for five years. No disciplinary action may be taken in respect of any research or scholarly activity if such disciplinary action is initiated more than five years after the date upon which such activity was completed.
- 39.03.03 If there are non-trivial financial costs involved in retention of such materials, these costs shall be borne by the Board. The member shall be indemnified by the Board for any material loss resulting from the search or seizure, change of supervisory personnel, or access by third parties to or the use of his/her research and scholarly activity materials in the course of any investigation, inquiry or arbitration.

#### **ARTICLE 40: DURATION**

- 40.01 This Agreement comes into effect on July 1st, 2006 and expires on June 30th, 2008, subject to 40.03. The provisions of this Agreement supersede any and all previous provisions and arrangements.
- 40.02 Either party may within the period of ninety (90) days prior to the expiry of the Agreement give notice in writing to the other party of its desire to bargain with a view to the renewal of the Agreement.
- 40.03 This Agreement shall remain in full force and effect until a new agreement has been reached.

**ARTICLE 41: NO STRIKES OR LOCKOUTS**

41.01 During the term of this Agreement, there shall be no strikes (as defined by the Ontario Labour Relations Act, R.S.O. 1970) by members of the bargaining unit, and there shall be no lockouts of members by the Board.

## **LETTERS OF UNDERSTANDING**

- #1 Abuse of Power
- #2 Amendments to Employee Benefits Plans
- #3 Course Evaluations (by Students)
- #4 Harassment and Discrimination Policy and Procedures
- #5 Legal Indemnification
- #6 Retiree Programs
- #7 Teaching Loads
- #8 Contract Lecturer Members
- #9 Medical and Dental Benefits for Contract Lecturer Members
- #10 Pension Contribution for Contract Lecturer Members
- #11 Tuition Waiver

# BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY

and

LAKEHEAD UNIVERSITY FACULTY ASSOCIATION

## LETTER OF UNDERSTANDING #1

### RE: ABUSE OF POWER

The Board shall consider all serious complaints alleging against senior Academic Administrators and take appropriate action, including the possibility of removal from office. It is understood that if a majority of Members of the bargaining unit within the Administrator's purview indicate dissatisfaction with that Administrator, the University will view this as one example of a serious complaint.

### SIGNED FOR

LAKEHEAD UNIVERSITY  
BOARD OF GOVERNORS

LAKEHEAD UNIVERSITY  
FACULTY ASSOCIATION

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# **BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY**

and

**LAKEHEAD UNIVERSITY FACULTY ASSOCIATION**

## **LETTER OF UNDERSTANDING #2**

### **RE: AMENDMENTS TO EMPLOYEE BENEFIT PLANS**

The Board undertakes to negotiate with the Association any non-trivial amendments to the current Employee Benefit plans for Professional and Administrative Staff.

#### **SIGNED FOR**

**LAKEHEAD UNIVERSITY  
BOARD OF GOVERNORS**

**LAKEHEAD UNIVERSITY  
FACULTY ASSOCIATION**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



# BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY

and

LAKEHEAD UNIVERSITY FACULTY ASSOCIATION

## LETTER OF UNDERSTANDING #3

**RE: COURSE EVALUATIONS (by Students)**

The parties agree that commencing in the Fall Term of 2003, the Vice-President (Academic) shall ensure that the process for the distribution and collection of course evaluations is conducted in a consistent and appropriate manner in accordance with the current Senate-approved Course Evaluations (by students) Policy.

### SIGNED FOR

LAKEHEAD UNIVERSITY  
BOARD OF GOVERNORS

LAKEHEAD UNIVERSITY  
FACULTY ASSOCIATION

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY**

**and**

**LAKEHEAD UNIVERSITY FACULTY ASSOCIATION**

**LETTER OF UNDERSTANDING #4**

**Re: HARASSMENT AND DISCRIMINATION POLICY AND PROCEDURES**

The parties agree that commencing on July 1, 2003 the Vice-President (Administration & Finance) shall ensure that the *Harassment and Discrimination Policy and Procedures*, approved by the Board of Governors on September 16, 1994 and attached to the current collective agreement and/or any further revisions are followed in a fair, consistent, and appropriate manner.

The parties agree that, within two (2) months of the ratification of this collective agreement, that the Vice-President (Administration & Finance) or his/her designate shall initiate a university-wide review of the *Harassment and Discrimination Policy and Procedures*, approved by the Board of Governors on September 16, 1994 with the objective of completion of such review by June 30, 2008.

It is agreed that paragraph 2.3 under "Definitions" and paragraphs 2.2 and 2.8 under "Procedures" of the *Lakehead University Harassment and Discrimination Policy and Procedures*, approved by the Board of Governors on September 16, 1994 and attached to the current collective agreement, be interpreted as follows:

Paragraph 2.3 under "Definitions":

2.3 Members of the University Community means all faculty, staff, students, members of the Board of Governors and Senior Administration of Lakehead University.

Paragraph 2.2 under "Procedures":

2.2 The President will appoint five (5) persons to serve as investigators in formal harassment and discrimination complaints, and will provide appropriate training. At least one of the five persons will be appointed from outside the University community, and the remainder will be from within the University community.

Paragraph 2.8 under "Procedures":

2.8 Within five (5) days of receiving a copy of the complaint from the Harassment and Discrimination Officer, the President will select an investigator and will advise the Officer of his/her choice. Where the complaint involves allegations against the President himself/herself, the Chair and Vice-Chairs of the Board of Governors will perform the role assigned to the President in paragraphs 2.7, 2.8, 2.10, 2.13, 2.14 and 2.15 of the Procedures. In such cases the investigator may be appointed from those chosen under paragraph 2.2, or may be another individual as may be appropriate to the circumstances.

SIGNED FOR

LAKEHEAD UNIVERSITY  
BOARD OF GOVERNORS

LAKEHEAD UNIVERSITY  
FACULTY ASSOCIATION

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY**

**and**

**LAKEHEAD UNIVERSITY FACULTY ASSOCIATION**

**LETTER OF UNDERSTANDING #5**

**Re: LEGAL INDEMNIFICATION**

The parties agree that commencing on July 1, 2003 the Vice-President (Administration & Finance) shall ensure that Lakehead University's Legal Indemnification Policy (June 17, 1999 and/or any further revisions) are followed in a fair, consistent, and appropriate manner.

The parties agree that, within two (2) months of the ratification of this collective agreement, that the Vice-President (Administration & Finance) or his/her designate shall initiate a review of Lakehead University's Legal Indemnification Policy (June 17, 1999 and/or any further revisions) with the objective of completion of such review by June 30, 2008.

**SIGNED FOR**

**LAKEHEAD UNIVERSITY  
BOARD OF GOVERNORS**

**LAKEHEAD UNIVERSITY  
FACULTY ASSOCIATION**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY**

and

**LAKEHEAD UNIVERSITY FACULTY ASSOCIATION**

**LETTER OF UNDERSTANDING #6**

**RE: RETIREE PROGRAMS**

The Board is committed to the establishment of Retiree Programs on campus. These Programs will involve, in collaboration with retirees and those soon to retire, a range of programs and facilities to support retired Faculty Members and Librarians in continuing their intellectual activities and to retain their connection with the University. The Board will immediately commence its efforts to establish these Programs. The creation of the Programs is subject to the identification of appropriate space, resources for their development and operation, and the approval of the Board of Governors.

- a) Best efforts will be made to provide retired faculty members and librarians with reasonable access to office space at the University.
- b) Retired faculty who meet the eligibility requirements to be a principal investigator will be able to submit internal and external grant applications with the authorization of their immediate supervisor and upon confirmation by the immediate supervisor that necessary space and other resources will be made available to support the research.
- c) Retired faculty with ongoing research programs are eligible to supervise graduate and undergraduate students' research, in accordance with the School of Graduate Studies and departmental policies.
- d) When the academic interests of retired faculty members coincide with undergraduate and graduate programs offered by their departments, retired faculty members may be invited to teach courses. Such teaching will be remunerated at the stipend rate negotiated with the Association.
- e) The immediate supervisor's decision under paragraphs a-d, above, is subject to review by the Dean/University Librarian, and then by the Vice-President (Academic). The review decision of the Vice President (Academic) will be final and not subject to any further review or appeal.
- f) As faculty members and librarians approach their stated date of retirement they may submit to his/her immediate supervisor an indication of what teaching, research or service activities, if any, they would like to continue after retirement. The purpose of collecting this information would be to ensure that each department has an inventory of the services available from its retirees and that all retirees have an opportunity to advise the Board of their continuing interests.

**SIGNED FOR**

**LAKEHEAD UNIVERSITY  
BOARD OF GOVERNORS**

**LAKEHEAD UNIVERSITY  
FACULTY ASSOCIATION**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY

and

## LAKEHEAD UNIVERSITY FACULTY ASSOCIATION

### LETTER OF UNDERSTANDING #7

#### RE: TEACHING LOADS

Effective July 1, 2004, excluding faculty members in the Faculty of Education, the parties agree that the teaching load for full-time faculty normally shall not exceed 5 half-course equivalents during an academic year. The teaching load for faculty members who are more active in teaching and service and less active in research and other scholarly and creative output shall not exceed 6 half-course equivalents during an academic year. Certain courses which are calendared as half-course equivalents may, depending on department/school practices, count as less than a half-course equivalent for the purpose of this article (for example, half courses involving less than 36 contact hours, reading courses, thesis supervision, and field school).

The teaching load for probationary faculty members should not exceed 5 half-course equivalents during an academic year. Deans shall remind Department Chairs and Directors that they should caution probationary faculty members against accepting overload teaching and undertaking demanding service commitments until their research and other scholarly and creative programs are well established.

Commencing two (2) months after ratification of this Collective Agreement, the parties agree to undertake an examination of faculty members' teaching loads in the Faculty of Education with the goal of determining how to define the equivalent of a normal teaching load of 5 half-course equivalents for full-time faculty in the Faculty of Education (pursuant to Article 16.02.01). The normal teaching load of 5 half-course equivalents for full-time faculty as practised in the other Lakehead University Faculties shall be used as the model for determining the equivalent of a normal teaching load of 5 half-course equivalents for full-time faculty in the Faculty of Education.

#### SIGNED FOR

LAKEHEAD UNIVERSITY  
BOARD OF GOVERNORS

LAKEHEAD UNIVERSITY  
FACULTY ASSOCIATION

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY

and

LAKEHEAD UNIVERSITY FACULTY ASSOCIATION

## LETTER OF UNDERSTANDING #8

### RE: CONTRACT LECTURER MEMBERS

The parties agree that a Level 2 or 3 Contract Lecturer Member who has been appointed to teach a particular course for the previous four (4) consecutive years will be offered a renewable appointment to teach that course. Such an appointment will be for a maximum of two years. A Contract Lecturer Member is not obliged to accept this offer.

A Contract Lecturer Member will be given at least four (4) months' notice of cancellation of such an appointment and the grounds for cancellation (which are limited to disciplinary/performance reasons, operational reasons, changes in curriculum requirements, or the work being included in the workload of existing or new full-time appointments). Where the grounds for cancellation are operational reasons, or changes in curriculum requirements, or the work being included in the workload of existing or new full-time appointments, the member will be given an alternative course to teach provided (a) there is a course available that the member is qualified to teach and (b) the available course is not one for which there is a member with the right of first refusal, pursuant to Article 19.03.02 (A), who wishes to teach the course.

The parties agree that, for a two (2) year trial basis, commencing May 1, 2006 and May 1, 2007, a Level 2 or 3 Contract Lecturer Member who has been appointed to teach a total of five (5) or more half-course equivalents during each of the previous four (4) academic years, will be offered a renewable appointment to teach no fewer than four (4) half-course equivalents. Such an appointment will be for a maximum of two (2) years. A Contract Lecturer is not obliged to accept this offer.

Prior to the expiry of this Collective Agreement, this type of appointment will be reviewed to determine if it should be continued.

### SIGNED FOR

LAKEHEAD UNIVERSITY  
BOARD OF GOVERNORS

LAKEHEAD UNIVERSITY  
FACULTY ASSOCIATION

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



# BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY

and

LAKEHEAD UNIVERSITY FACULTY ASSOCIATION

## LETTER OF UNDERSTANDING #9

### RE: MEDICAL AND DENTAL BENEFITS FOR CONTRACT LECTURER MEMBERS

The parties agree that commencing January 1, 2007, for each Level 2 and 3 Contract Lecturer Member, an amount of \$525 would be put into an annual benefit spending account to be used for medical or dental expenses covered by the University Supplemental Group Medical Benefits Plan and the Basic Dental Plan. This amount shall be made available for twelve (12) months from the time that the Contract Lecturer Member becomes eligible (pursuant to Article 3).

### SIGNED FOR

LAKEHEAD UNIVERSITY  
BOARD OF GOVERNORS

LAKEHEAD UNIVERSITY  
FACULTY ASSOCIATION

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY**

and

**LAKEHEAD UNIVERSITY FACULTY ASSOCIATION**

**LETTER OF UNDERSTANDING #10**

**RE: PENSION CONTRIBUTIONS FOR CONTRACT LECTURER MEMBERS**

The parties agree that effective January 1, 2007, each Level 2 and 3 Contract Lecturer Member may join the Lakehead University Employee Pension Plan (LUEPP). The Board shall contribute to the Pension Plan for each Contract Lecturer Member an amount equal to 7.90% of the member's regular earnings, less the Board's contributions to the Canada Pension Plan. Each Contract Lecturer member who joins shall contribute to the University Pension Plan an amount equal to 6.5% of his/her regular earnings, less his/her contributions to the Canada Pension Plan.

**SIGNED FOR**

**LAKEHEAD UNIVERSITY  
BOARD OF GOVERNORS**

**LAKEHEAD UNIVERSITY  
FACULTY ASSOCIATION**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## **LIST OF APPENDICES**

- I      Merit Criteria and Procedures for Merit Increments
- II     Criteria and Procedures for Anomaly Adjustments
- III    Teaching Load Review Committees

## **APPENDIX I: MERIT CRITERIA & PROCEDURES FOR MERIT INCREMENTS**

### **1.0 For Full-time Faculty Members**

- 1.01 Merit increments may be awarded for exceptional performance as a full-time faculty member at Lakehead University in one of four categories: (1) teaching, or (2) research and other scholarly and creative activity, or (3) service to the institution, or (4) any combination of these three categories. For categories (1), (2), and (3), exceptional performance will be recognized when, during the two previous years (July 1 to June 30), the faculty member's contribution in one of the three categories is clearly beyond the measurement for satisfactory performance pursuant to Article 35.01.04 and when the faculty member's performance in the other categories is satisfactory. For category (4), exceptional performance will be recognized when, during the two previous years (July 1 to June 30), the faculty member's combined contribution in any two or all three categories is clearly beyond the measurement for satisfactory performance pursuant to Article 35.01.04. It is understood that, where a combination of categories is involved, the expectation in each category will be less than in the case where the faculty member is applying on the basis of his/her performance in that single category. Where a combination of two categories has been selected by the faculty member, the faculty member's performance in the remaining category must also be satisfactory. A merit increment shall be \$2,000 to be added to the member's Regular Salary effective the previous July 1. Such an increment shall be deemed to be the merit increment for that year and the member shall not be eligible to receive another merit increment in the subsequent year.

There shall be one Merit Increments Committee responsible for making recommendations to the President concerning the granting of merit increments pursuant to Article 35.01.05. Those elected to the Merit Increments Committee (with the exception of the Chair and the Dean) who fulfill their duties as a member of this Committee shall be deemed to be meritorious by virtue of their election and shall automatically receive a merit increment of \$2,000 to be added to the member's Regular Salary effective the previous July 1. Such an increment shall be deemed to be the merit increment for that year and the member shall not be eligible to receive another merit increment in the subsequent year. Anyone elected to the Committee who does not fulfill their duties will not be eligible for a merit increment for that year.

### **1.02 Merit Increments Committee**

- 1.02.01 The composition of the Merit Increments Committee shall be as follows:
- (a) non-voting chair who shall be the Vice-President (Academic);
  - (b) two individuals who have submitted a fully completed application within the specified timelines elected on the basis of demonstrated excellence in teaching (Category 1);

- (c) two individuals who have submitted a fully completed application within the specified timelines elected on the basis of demonstrated excellence in research, scholarly and creative activities (Category 2);
- (d) two individuals who have submitted a fully completed application within the specified timelines elected on the basis of demonstrated excellence in service to the University or a combination of the other three categories (Category 3 or 4); and
- (e) one Faculty Dean elected by those members eligible to vote pursuant to 1.02.04.01.

NOTE: If there is only a single applicant in 1.02.01 (b), (c), or (d), he/she shall be acclaimed and the other member shall be selected from those applicants in the other categories (where there were more than two applicants) on the basis of the next highest number of votes.

If there are no applicants in 1.02.01 (b), (c), or (d), members shall be selected from those applicants in the other categories (where there were more than two applicants) on the basis of the next highest number of votes.

- 1.02.02 Each applicant for merit should know that if he/she is elected to the Merit Increments Committee, his/her availability on campus will be required until the Committee work has been completed. An applicant may only be excused from having their name put forward for election to the Merit Increments Committee and remain eligible for a merit increment if at the time of application, he/she advises (in writing) the Vice-President (Academic) and his/her Dean that he/she is on Leave or expects to be on Leave for an extended period during the months of September to June of the current academic year.
- 1.02.03 By October 22, for each applicant, the Vice-President (Academic) will make available on reserve in the Library, for examination by those who have applied for a merit increment, the following: a cover letter highlighting the reasons for his/her application for merit; a copy of his/her current curriculum vitae; a copy of his/her annual reports for the two previous years (as per the Merit Increment Procedure, Items 1.03.02 (a), (b), and (c)).
- 1.02.04 The Administrative Assistant to the Vice-President (Academic) shall complete the elections for the Committee by November 7<sup>th</sup> of each year.
  - 1.02.04.01 Those who have submitted a fully completed application for a merit increment within the specified timelines are eligible to vote.
  - 1.02.04.02 The Board and the Association shall each appoint one scrutineer for the elections. Ballots must be submitted to the Administrative

Assistant to the Vice-President (Academic) in person or in an unmarked sealed envelope which in turn is enclosed in another envelope on which the voter signs his/her name. The names of those submitting a ballot will be checked off by the Administrative Assistant to the Vice-President (Academic). Where ballots are submitted in person, they will be placed in the sealed ballot box by the voter. Where ballots are submitted by envelope, the unmarked sealed envelope will be placed in the sealed ballot box in the presence of a scrutineer appointed by the Association. The seal will be broken and the ballots will be counted in the presence of the scrutineers.

- 1.02.05 A meeting of the Merit Increments Committee shall be convened and chaired by the Vice-President (Academic) prior to the meeting of the Merit Increments Committee (as per 1.02.07) of each year for the purpose of familiarizing all committee members with the responsibilities and procedures of the committee.
- 1.02.06 A quorum of the committee shall consist of the full voting membership.
- 1.02.07 A meeting of the Merit Increments Committee shall be convened and chaired by the Vice-President (Academic) by January 14<sup>th</sup> of each year for the purpose of allocating the funds available for merit increments.

### 1.03 Merit Increment Procedure

- 1.03.01 A member who chooses to be considered for a merit increment may only apply in one of the four categories in a given year. No member shall receive a merit increment in two successive years.
- 1.03.02 A member who chooses to be considered for a merit increment shall supply the Vice-President (Academic) and his/her Dean with the following information by October 15<sup>th</sup>:
  - (a) Two copies of a cover letter highlighting the reasons for his/her application for merit;
  - (b) Two copies of a of his/her current curriculum vitae;
  - (c) Two copies of his/her annual reports for the two previous years;
  - (d) Copies of those materials from the previous two years which the candidate wishes to use as evidence of excellence in the category in which he/she is applying for a merit increment; and
  - (e) Copies of those materials from the previous two years which the candidate wishes to use as evidence of satisfactory performance in the other categories.

Failure to provide this information to the Vice-President (Academic) and Dean in a timely and organized manner will result in the application not being eligible for consideration by the Merit Increments Committee.

1.03.03 The Vice-President (Academic) shall have an information file assembled for each candidate containing the materials described in 1.03.07.01 and shall make this file accessible to the members of the Merit Increments Committee at least fifteen days before the meeting of the Merit Increments Committee.

1.03.04 For each candidate for merit who has not been elected to the Merit Increments Committee, the Dean shall make the candidate's information file available to full-time faculty members in the candidate's School, Department or Faculty (excluding those on full-time probationary appointments who have been at the University for less than one year, faculty on term appointments, and faculty members who are on leave and unable to review the information file on campus in person) and shall solicit from each full-time faculty member in the School, Department or Faculty (excluding those noted above, the candidate, and the immediate supervisor) a signed written opinion on the application for a merit increment. The Dean shall impress upon the members the need to relate opinions and comments to the criteria for merit pursuant to 1.01, the Faculty Employment Equity Policy, and to any formal departmental criteria which are not inconsistent with this Agreement. The signed written opinion shall be submitted on the approved ballot to the Dean and, in cases where the Dean is not the candidate's immediate supervisor, a second copy of the signed written opinion shall be submitted on the approved ballot to the candidate's immediate supervisor. The Dean, and where applicable, the immediate supervisor shall forward the ballots to the Vice-President (Academic) at least fifteen days before the meeting of the Merit Committee.

1.03.04.01 In cases in which the candidate holds a joint appointment, the Dean of the candidate's principal School, Department or Faculty shall make the candidate's information file available to full-time faculty members in the candidate's Secondary Program, School, Department or Faculty (excluding those on full-time probationary appointments who have been at the University for less than one year, faculty on term appointments, and faculty members who are on leave and unable to review the information file on campus in person) and shall solicit signed written opinions from each full-time faculty member (excluding those noted above and the candidate) and the Director or Chair or Dean of the candidate's Secondary Program, School, Department or Faculty. The Dean shall impress upon the members the need to relate opinions and comments to the criteria for merit pursuant to 1.01, the Faculty Employment Equity Policy, and to any formal departmental criteria which are not inconsistent with this Agreement. The signed written opinion shall be submitted on the approved ballot to the Dean and, in cases where the Dean is not the candidate's immediate supervisor, a second copy of the signed written opinion shall be submitted on the approved ballot to the

candidate's immediate supervisor. The Dean and, where applicable, the immediate supervisor shall forward the ballots to the Vice-President (Academic) at least fifteen days before the meeting of the Merit Committee.

- 1.03.05      At least fifteen days before the meeting of the Merit Increments Committee the immediate supervisor shall supply the Vice-President (Academic) with his/her own written recommendation concerning the candidate and shall provide the candidate with a copy of the recommendation. The immediate supervisor may comment on any material contained in the approved ballots which he/she believes is not related to the relevant criteria. In cases where the Dean is not the candidate's immediate supervisor, the candidate may request that the Dean also supply the Vice-President (Academic) with his/her own written recommendation concerning the candidate. The Dean shall provide the candidate with a copy of the recommendation. The Dean may comment on any material contained in the approved ballots which he/she believes is not related to the relevant criteria.
- 1.03.06      At least fifteen days before the meeting of the Merit Increments Committee to consider the candidate's application for a merit increment, the Dean shall advise the candidate in writing, with a copy to the Vice-President (Academic), of the number of faculty members supporting and not supporting the merit increment and shall provide him/her with unattributed typed copies of the reasons given for the support or lack of support. These unattributed reasons shall be organized under the topics contained in the standard ballot in the manner approved by the parties.
- 1.03.07      1.03.07.01      The Merit Increments Committee, in considering whether the candidate meets the criteria for merit increment, shall take into account:
- (a)      the contents of the information file pursuant to 1.03.02;
  - (b)      the opinions of his/her colleagues, pursuant to 1.03.04; and
  - (c)      the recommendation of his/her immediate supervisor and, in cases where the Dean is not the candidate's immediate supervisor and where requested by the candidate, the recommendation of his/her Dean pursuant to 1.03.05;
  - (d)      any departmental criteria submitted to the Merit Committee which are not inconsistent with 1.01; and,
  - (e)      the Faculty Employment Equity Policy.
- 1.03.07.02      Members of the Committee shall record their vote on an official ballot and shall write on the ballot a reasoned opinion supporting the vote. The Vice-President (Academic) will advise the members of the Merit Increments Committee of the results of the ballots immediately after the ballots have been counted.



- 1.03.07.03 The Chair of the Committee shall prepare a written report from the Committee on each candidate which shall include the recommendation of the Committee, the result of the ballot vote, and any comments which the Chair wishes to make. Attached to the report and forming part of it shall be the original ballot of each Committee member. The report shall be forwarded to the President.
- 1.03.08 The candidate shall be informed by the President in writing by January 31<sup>st</sup> of the Committee's recommendation to the President and of the President's decision. The President shall advise the Association in writing of the names of members receiving merit increments and the reason for each award. The candidate and his/her Dean shall receive a copy of the Committee report, including typed copies of the ballots. If the President's decision is inconsistent with the recommendation of the Committee, the President shall advise the candidate, members of the Committee, and the Association in writing of the reasons for his/her decision.
- 1.03.09 Any decision of the President that is inconsistent with the recommendations of the Merit Increments Committee may be grieved.
- 1.03.10 All materials in an information file about a candidate, written Departmental opinions, records or evidence taken at hearings, materials used in arriving at the decision, and the Committee ballots shall be retained by the President for a reasonable period of time.

## **2. For Librarian Members**

- 2.01 A merit increment may be awarded for exceptional performance in librarian activities. Exceptional performance for Librarian members will be recognized when the member's contribution is clearly beyond the measurement for satisfactory performance as described in Article 21.02. A merit increment for Librarian members shall be \$2,000 to be added to the member's Regular Salary.
- 2.02 Consideration for a merit increment may be initiated by the member applying to his/her University Librarian. A member who chooses to be considered for a merit increment shall supply the University Librarian and the Vice-President (Academic) with the following information by November 15<sup>th</sup>:
- (a) A cover letter highlighting the reasons for his/her application for merit;
  - (b) A copy of his/her current curriculum vitae;
  - (c) A copy of his/her activity reports for the two previous years;
  - (d) Copies of those materials which the candidate wishes to use as evidence of excellence; and,
  - (e) Copies of those materials which the candidate wishes to use as evidence of satisfactory performance in his/her normal activities.
- 2.03 No person is eligible to receive a merit increment in two successive years.

- 2.04 The decision to award merit shall be made by the President after consultation with the Vice-President (Academic) and the University Librarian.
- 2.05 The President shall advise the member in writing by January 31<sup>st</sup> of the award of a merit increment and of the reason for the award, and shall advise the Association in writing of the members receiving merit increments and the reason for each award.

## **APPENDIX II: CRITERIA AND PROCEDURES FOR ANOMALY**

### **ADJUSTMENTS**

- 2.01 An Anomaly Fund shall be established for adjustments to correct individual salaries which are anomalously low with respect to salaries paid to members with comparable qualifications and experience (Internal Anomalies), or to adjust individual salaries which are anomalously low with respect to salaries paid to individuals of comparable qualifications, experience and academic disciplines elsewhere (External Anomalies). The amount allocated for such adjustments shall be \$1,000 or a multiple of \$1,000 to be added to the member's Regular Salary effective July 1, 2005 for 2004/05 anomalies. Discrepancies between salaries that are the result of the normal functioning of salary policy, e.g. withheld increments, award or non-award of merit increments, leaves without pay, promotions, and the like, shall not be considered anomalous.
- 2.02 A Faculty Anomalies Committee to make recommendations to the President on the distribution of the Anomalies Fund shall be formed by April 15 of each year. The Committee shall consist of four individuals: two appointed by the Board and two appointed by the Association. Individuals appointed by the Association shall not be eligible for an anomaly adjustment while they are members of the Faculty Anomalies Committee.
- 2.03 A Librarians Anomalies Committee to make recommendations to the President on the distribution of the Anomalies Fund shall be formed by April 15 of each year. The Committee shall consist of four individuals: two appointed by the Board and two appointed by the Association. Individuals appointed by the Association shall not be eligible for an anomaly adjustment while they are members of the Librarians Anomalies Committee.
- 2.04 Consideration for anomaly adjustments may be initiated by a member and/or the Anomalies Committee. A member who applies for an anomaly adjustment shall do so in writing to the Vice-President (Academic) by April 15.
- 2.05 The President shall provide the Committee with relevant comparative salary data and such documentation as the Committee may require for their deliberations and include, if requested by a member of the Committee, individual names and their associated salaries.
- 2.06 The committee shall report its recommendations to the President by May 30. The President shall advise the member in writing by June 30 whether he/she will be receiving an anomaly adjustment and of the reason for the decision, and shall inform the Association in writing of the members receiving anomaly adjustments, of the reason for each adjustment and the values and frequency of adjustments.
- 2.06 The full amount pursuant to Articles 35.04.05, 35.05.06, 35.06.05, and 35.07.05 shall be allocated to Anomaly Adjustments.

## **APPENDIX III: TEACHING LOAD REVIEW COMMITTEES**

### **1.0 Membership of the Teaching Load Review Committee**

- 1.01 There shall be a Teaching Load Review Committee (TLRC) established within each Faculty responsible for considering all matters referred to it pursuant to Article 16.02.02 and for rendering a decision on such matters. The decision of the Teaching Load Review Committee is final and binding.
- 1.02 Each Teaching Load Review Committee shall consist of:
  - (a) the Vice-President (Academic);
  - (b) a Dean from another Faculty selected by the Vice-President (Academic);
  - (c) two tenured faculty members from within the Faculty who are elected by the full-time faculty members on the Faculty Council; and
  - (d) one tenured faculty member who is an elected member of another Faculty's Teaching Load Review Committee. Each Faculty Council will be provided with a list of elected members of all other Faculty Teaching Load Review Committees and from this list will elect the one tenured faculty member.
- 1.03 The three faculty members shall serve for a term of two years. Terms commence as of a given July 1<sup>st</sup> and terminate twenty-four months thereafter.
- 1.04 When it is necessary to replace committee members, replacements shall be those individuals who received the next highest number of votes to the members who are elected by the Faculty.
- 1.05 The Vice-President (Academic) shall serve as the Chair of the Committee and shall convene and preside over Committee pre-hearings, and hearings, and shall be responsible for ensuring compliance with decisions of the TLRC. The Chair has a vote only in the event of a tie.

### **2. Process for Teaching Load Review Committees**

- 2.01 If a faculty member believes that his/her assigned teaching load is excessive in relation to the teaching loads of other faculty members, the successive levels of the review process to be followed are:
  - (a) discussion with the Chair/Director (where the Chair/Director is the faculty member's immediate supervisor),
  - (b) discussion with the Dean responsible for setting the workload,
  - (c) submission of a written request for a review to the Vice-President (Academic).
- 2.02 The written request shall include a cover memo describing the perceived excessiveness and any documents or data that substantiate the claim of excessiveness.
- 2.03 The Vice-President (Academic) shall supply a copy of the written request and supporting documents to the Dean responsible for setting the workload. Within ten (10) days following the receipt of the faculty member's written request by the Vice-President (Academic), the Dean shall provide the Vice-President

(Academic) and the faculty member with the reasoning and documentation which has been used to justify the workload in question.

2.04 Within ten (10) days following receipt of the faculty member's written request, the Vice-President (Academic) will convene a pre-hearing meeting of the relevant Teaching Load Review Committee to review the Committee charge, relevant articles of the Collective Agreement, the rules of natural justice (pursuant to 2.15) and issues of potential bias.

2.05 A formal hearing to consider merits of the matter should occur no earlier than fifteen (15) days and no later than thirty (30) days after the receipt of the faculty member's written request by the Vice-President (Academic). Valid reasons for delay of proceedings will be considered if they result from instances involving illness, accident, serious family problems or other circumstances beyond the control of the faculty member.

2.06 The appropriate Teaching Load Review Committee shall provide the member with a written copy of the results of the review within forty (40) days of the receipt of a written request for such a review.

2.07 Procedures at the Formal Hearing

The Formal Hearing will be held in camera, as this may involve the disclosure of personal information.

The Teaching Load Review Committee may proceed with the Formal Hearing in the absence of either of the parties involved or if there is delay in the proceedings without valid reasons (pursuant to Item 2.05).

Notes of the proceedings of the meeting will be taken by the Administrative Assistant to the Vice-President (Academic).

A fundamental principle of natural justice is that a party be afforded the right to represent his/her case. The order of proceedings during the Formal Hearing is:

- (a) Introduction of TLRC members, statement of terms of reference of the Committee, and review of documentation.
- (b) Opening statements by the faculty member (or his/her representative) to establish the grounds for the review process.
- (c) Examination of the faculty member (or representative) by the TLRC to clarify any points raised by his/her opening statement.
- (d) Calling of and examination of witness(es) by the faculty member (if any), and cross-examination of witness(es) by the TLRC to clarify any point raised in the evidence.
- (e) Opening statements by the Dean (or his/her representative).
- (f) Examination of the Dean (or representative) by the TLRC to clarify any points raised by his/her statement.
- (g) Calling of and examination of witness(es) by the Dean (if any) and cross examination of witness(es) by the TLRC to clarify any point raised in the evidence.
- (h) Reply evidence on behalf of faculty member (if any) including calling of witnesses by the faculty member and cross-examination of witnesses by the TLRC to clarify any point raised in their evidence. Such evidence in reply shall only be for the purpose of contradicting or qualifying new facts or issues raised in the Dean's evidence.
- (i) Summary remarks by the faculty member.

- (j) Summary remarks by the Dean.
- (k) Reply, if any, by the faculty member to summary remarks by the Dean.

2.08 Representation at the Formal Hearing

- (a) Parties to the review process have the right to be represented at the Formal Hearing by another person, who may be legal counsel.

2.09 Presentation of Evidence at the Formal Hearing

- (a) Parties to the review process have the right to present evidence, oral or written, in support of their case and to see any written evidence presented to the TLRC.
- (b) The TLRC has the right to require the production of written evidence by the parties or from other sources.
- (c) The TLRC has the power to rule on the admissibility of evidence. When the admissibility of evidence becomes an issue, the Chair of the TLRC will invite submissions from both parties as to whether the evidence in question should be presented. After hearing the submissions the Committee will rule on whether to admit or exclude the evidence.
- (d) Hearsay evidence is not admissible.
- (e) Parties to the review process are required to produce adequate documentation in support of their positions.

2.10 Witnesses at the Formal Hearing

- (a) Parties to the review process have the right to call and examine their own witnesses.
- (b) Parties to the review process are responsible for producing their own witnesses and for the costs incurred.
- (c) The Chair of the TLRC has the power to compel a witness from within Lakehead University (employees) to attend the Formal Hearing.
- (d) Witnesses are present in the Hearing only during the time they are testifying.

2.11 Adjournment at the Formal Hearing

- (a) The Chair of the TLRC must entertain requests for adjournment from either party.
- (b) The party requesting the adjournment must state his/her reasons. If the parties agree to the adjournment, the Chair of the TLRC may rule to adjourn.
- (c) If the parties fail to agree to the adjournment, the Chair of the TLRC will rule whether or not the adjournment is desirable.
- (d) If the Hearing must be adjourned, then the parties must agree, at that time, on a date for the resumption of the Hearing.
- (e) The Chair of the TLRC has the right to call for adjournment when warranted.

2.12 Deliberations following the Formal Hearing

- (a) Following the Formal Hearing the TLRC shall deliberate in camera to reach a final decision.
- (b) The TLRC shall within forty (40) days of receipt of the faculty member's written request by the Vice-President (Academic) provide a written report signed by all members of the TLRC to the President and the parties involved (double registered mail or hand delivered) which will contain the following information:
  - (i) membership of the TLRC;

- (ii) background information regarding the review process;
  - (iii) the summary of the case;
  - (iv) the findings of the case;
  - (v) the final decision and reasons for the decision;
  - (vi) recommendations and/or policy changes.
- (c) The Vice-President (Academic) shall implement the decision of the TLRC relative to the review process and may choose to make recommendations for policy and procedural changes arising from the disposition of the case.
  - (d) The decision in the case is final and binding on the parties involved within the University.
  - (e) The Chair of the TLRC shall retain a detailed written copy of the review process. This information will be maintained by the Administrative Assistant to the Vice- President (Academic) and if required will be available to the President, the Chair of the TLRC, the faculty member in the dispute, the Dean in the dispute, and the Lakehead University Faculty Association.

## 2.13 Bias and the Appearance of Natural Justice

The issue of impartiality of the TLRC is considered crucial. Therefore, members of the Committee will be excluded from the Hearings when:

- (a) a member has any emotional or financial interest in the outcome of the Hearing;
- (b) if any member of the Committee is a family member of either party or if any member has any affiliation with either party of such a nature or proximity as to give the appearance of partiality or bias;
- (c) a member has had any involvement in attempting to settle the matter under consideration.

Should a Committee member discover that he or she is in one of the positions described above, the member should inform the Chair and not be present at the Hearings or in the deliberations. A Committee member shall be replaced in accordance with the procedures set out in Item 1.04.

## 2.14 Quorum

A quorum for the TLRC is the full membership of the Committee.

## 2.15 The Principle of Natural Justice

The principle of Natural Justice embodies the following rights for the parties involved in a review process, and imposes the following responsibilities on the TLRC:

- (a) The faculty member and the Dean have the right to be aware of both the issues raised, and where and when he/she may present his/her side of the case.
- (b) The faculty member and the Dean have the right to be provided with full information concerning evidence or allegations to be used against him/her. (This information is normally provided in the initial discussion between the faculty member and Dean).
- (c) The faculty member and the Dean have the right to be heard by a tribunal free of bias.
- (d) The faculty member and the Dean have the right to reply to evidence or allegations against him/her.
- (e) The faculty member and the Dean have the right to an adjournment

provided he/she shows good reason for the request and provided this is necessary to allow a reasonable opportunity to answer the case against him/her.

- (f) The faculty member and the Dean have the right to rebut opposing evidence and to correct or contradict prejudicial statements.
- (g) A record of proceedings must be kept.
- (h) The faculty member and the Dean have the right to be provided with a record or at least a summary of the evidence in the proceedings.
- (i) The TLRC has the duty to fairly listen to both sides, and to reach a decision untainted by bias.
- (j) The faculty member and the Dean must be provided with reasons for any decision or recommendation which the TLRC makes.



## **FOR YOUR INFORMATION ITEMS**

**This section has been included for information only and is not to be regarded as part of the Collective Agreement.**

Harassment and Discrimination Policy and Procedures (September 16, 1994)

Employment Equity Policy (October, 1988; revised April, 1991)

Supplemental Unemployment Benefits (SUB) Plan

Lakehead University Policy on Indemnification for Legal Expenses

## Policy

Human Resource: **Harassment and Discrimination Policy and Procedures**  
Approved by: Board of Governors  
Approved on: September 16, 1994

### 1. **Preamble**

The Ontario Human Rights Code, 1981, provides that every person has a right to freedom from discrimination and harassment on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, disability, age, marital status, family status, the receipt of public assistance and record of offenses.

### 2. **Definitions**

- 2.1 Harassment is defined by the *Ontario Human Rights Code* as a course of comments or conduct consisting of words or actions that disparage or humiliate a person in relation to a prohibited ground contained in the *Code*. It can include comments or conduct by a person in a position of authority that is intimidating, threatening or abusive and may be accompanied by direct or implied threats to the individual's grade(s), status or job. Harassment can also occur between people of similar authority. Harassment occurs when it is known or ought reasonably to be known that such comments or conduct would be unwelcome.

Examples of harassment include gestures, remarks, jokes, taunting, innuendo, display of offensive materials, threats, imposition of academic penalties, hazing, stalking, shunning or exclusion related to the prohibited grounds. Further examples of sexual harassment include unwanted physical contact, unwanted attention, invitations, leering, solicitation, demands, implied or express promise of reward or benefit in return for sexual favours, implied or express threat or act of reprisal if sexual favours are denied.

- 2.2 Discrimination means action(s) or behaviour(s) that results in the unfavourable or adverse treatment or preferential treatment related to the prohibited grounds.

Examples include preferential treatment, refusal to provide goods, services or facilities, exclusion from employment or employment benefits, refusal to work with, teach, or study with someone, failure to provide physical access.

- 2.3 Members of the University Community means all faculty, staff and students of Lakehead University.

- 2.4 Poisoned Environment means comments or conduct related to the prohibited grounds and of a significant nature or degree that creates ill will, enmity or malice for individuals or groups. It includes comments or conduct that creates and maintains an offensive, hostile or intimidating climate for work, study or living.

Examples include graffiti, cartoons, signs, remarks, exclusion, adverse treatment related to one or more of the prohibited grounds.

- 2.5 Systemic Harassment/Discrimination means policies, practices, procedures, actions or inactions that appear neutral but have an adverse impact associated with one of the prohibited grounds.

- 2.6 Party Facilitation is part of the informal resolution process that may be applied upon request of a complainant and with the agreement of an alleged respondent.
- 2.7 Vexatious Complaint means a complaint made with the intent to annoy or to damage the reputation of the respondent. This concept is not to be confused with a complaint made in good faith that is found to be without merit.

### 3. **Policy Guidelines**

The Board of Governors of Lakehead University believes that all members of the University community have the right to study, to work, and to live in an environment free from harassment and discrimination on any of the prohibited grounds of the *Ontario Human Rights Code*.

To provide an environment that supports the University's goals and the dignity and self-esteem of its members, it is the University's policy that:

- 3.1 It will not tolerate behaviour from members of the University community that constitutes harassment or discrimination on any of the prohibited grounds as set out in the Ontario Human Rights Code.
- 3.2 Individuals who believe they have been harassed or discriminated against, shall have the right to complain and receive due process under this Policy.
- 3.3 Complaints of harassment and discrimination should be directed to the Harassment and Discrimination Officer. However, it is recognized that some individuals may wish to complain initially to their supervisor or, in the case of students, to a staff or faculty member. When complaints are initiated at this level, the supervisor, staff or faculty member shall maintain confidentiality and encourage the complainant to talk with the Harassment and Discrimination Officer. It is also the responsibility of the supervisor, staff or faculty member to notify the Officer immediately of the nature of the complaint without naming the complainant and the alleged respondent and to consult with the Officer about any necessary action.
- 3.4 The scope of harassment and discrimination shall extend to include the poisoned environment and appropriate concerns of a systemic nature.
- 3.5 Each member of the University community is responsible for helping to create an environment that is free from harassment and discrimination.
- 3.6 Harassment and discrimination are serious offenses and individuals found to have perpetrated such offenses may be subject to disciplinary action ranging from a verbal apology to dismissal or expulsion.
- 3.7 Each member of the University community shall be made aware of this Policy and his/her rights and obligations under the Policy.
- 3.8 Individuals who are party to a complaint shall be entitled to confidentiality subject to the conditions of the complaints procedures. University personnel having access to information relating to a complaint of harassment and/or discrimination, must hold such information in confidence. However, University personnel shall act and, if necessary, break confidentiality in cases that involve imminent danger, where an institutional response is warranted or where otherwise required by law.

- 3.9 The Harassment and Discrimination Officer shall maintain records of informal complaints for the purpose of statistical reporting. Such records shall not identify the alleged respondent(s). The Officer shall compile a single, complete file on a formal complaint and shall maintain this file for seven (7) years. All records of the complaint placed in any other file for disciplinary purposes shall be in accordance with University policies, practices and respective collective agreements.
- 3.10 Complaints will be dealt with quickly, fairly and effectively.
- 3.11 When appropriate, an individual will be encouraged to pursue a complaint through an informal resolution process. However, this does not preclude an individual's right to proceed directly to a formal complaint.
- 3.12 During formal investigation of a complaint, the Harassment and Discrimination Officer shall not be called as a witness.
- 3.13 A third party who has been engaged in facilitation under the informal process shall not be called as a witness in any subsequent formal investigation nor be required to produce notes taken at a facilitation process.
- 3.14 Vexatious complaints are not condoned and individuals creating such complaints may be subject to disciplinary action.
- 3.15 A reprisal or threat of reprisal against a complainant or against a person involved in the complaint process, whether the complaint is substantiated or not, may result in disciplinary action.
- 3.16 Visitors to the University or contractors engaged by the University will be expected to adhere to this Policy.
- 3.17 A person's right to equal treatment without discrimination is not infringed by the establishment of a special program. The University may implement a special program to relieve hardship or economic disadvantage, assist disadvantaged persons or groups to achieve or attempt to achieve equal opportunity, and/or to contribute to the elimination of discrimination prohibited by the *Ontario Human Rights Code*.

#### **4. Education of University Community**

Lakehead University will undertake the following educational initiatives for the University community:

- 4.1 Every student, employee, and contractor will receive a plain language version of the policy and procedure.
- 4.2 Every new student, employee and contractor will receive a plain language version of the policy and procedure.
- 4.3 Managers, supervisors, and others in authority will be made aware of their responsibilities under the policy and the *Code* in creating and maintaining an environment free from discrimination and harassment. They will also be made aware of complaint procedures and various internal and external mechanisms available.

- 4.4 An awareness and/or training program for students, employees, contractors will be implemented.
- 4.5 A mechanism will be established to solicit feedback on an on-going basis for harassment and discrimination issues.

Each member of the campus community is responsible for helping to create an environment which is free from harassment and discrimination. The University has a Harassment and Discrimination Officer, reporting to the Vice-President (Administration), who will coordinate these educational initiatives and the complaint services for the University community.

5. **General**

- 5.1 The Board of Governors of Lakehead University recognizes that some collective agreements contain articles on discrimination, harassment, and academic freedom and these are attached hereto as Appendix A.
- 5.2 Nothing in this policy is intended to preclude any person from following any alternate complaint procedure that may be available under the *Code of Student Behaviour and Disciplinary Procedures*, a Collective Agreement, the *Ontario Human Rights Code* or from initiating any other proceedings in law.
- 5.3 The Vice-President (Administration) in consultation with faculty, staff and students, will review this policy within two years to ascertain if any amendments are necessary.

## POLICY

Human Resources: Employment Equity, Faculty  
Approved by: Board of Governors' Executive Committee  
Lakehead University Faculty Association  
Approved on: 11 October 1988, Guidelines and Procedures  
revised: April 1991

In demonstrating a commitment to achieving employment equity, Lakehead University undertakes to initiate and maintain an employment equity program for female faculty. Specifically, Lakehead University believes that female academics have a right to equal opportunity in employment and remuneration. The University is committed to providing an environment within which employment equity operates. Through study, analysis and action, the University shall eliminate, where present, salary differentials based on gender bias. Further, the University shall eliminate systemic barriers that may prevent women from maximizing their potential. The University shall ensure equal opportunity for preparation and advancement to positions of responsibility and shall actively help women increase their participation in areas of work and study where they are under-represented.

The Joint Committee on Faculty Employment Equity shall report annually to the President on the progress being made towards the achievement of the goals of this policy. The Policy will be reviewed every two years.

## DEFINITIONS

**SYSTEMIC BARRIER:** an employment policy, practice, procedure or system that excludes or discriminates against women or other target groups, whether or not that discrimination was intended, and that cannot be justified by job requirements.

**EMPLOYMENT EQUITY:** a set of action strategies designed to identify and eliminate systemic barriers in an organization's policies and procedures; to create practices and procedures which do not discriminate; and, to facilitate the appropriate representation of women throughout the organization.

**JOINT COMMITTEE ON FACULTY EMPLOYMENT EQUITY:** comprised of three representatives of the Lakehead University Faculty Association and three representatives of the Lakehead University Board of Governors.

## GUIDELINES

### 1. GOAL SETTING, FACULTY RECRUITMENT AND RETENTION

#### Goal Setting

Lakehead University Employment Equity Committee shall set reasonable goals for the achievement of an equitable ratio of female and male faculty members holding continuing appointments during the period commencing July 1, 2000 and ending July 1, 2003. The goals will be evaluated on a yearly basis. The goals are to be determined using the following factors, but not limited to:

- (a) the current female/male ratio
- (b) the female/male ratio among the available and soon to be available pool of candidates
- (c) the female/male ratio of qualified graduates

- (d) the number of retirements in the ten year period
- (e) geographic location and labour market conditions

### Faculty Recruitment

Qualified females in areas where women are under-represented shall be actively recruited. "Under-representation" shall be deemed to exist when:

Faculty members of one gender constitute a smaller portion of the membership of an academic unit or sub-unit than exists in the pool of qualified graduates from academic programs in Canada in the relevant disciplines.

Where women are under-represented among members in an academic unit, and where candidates are substantially equally qualified for a position, including any female candidates, the most qualified female candidate shall be recommended for appointment.

### Retention of Female Faculty

Lakehead University shall ensure that departmental or school practices do not discriminate individually or systemically against female faculty. These practices include but are not limited to:

- (a) renewal
- (b) tenure
- (c) promotion criteria and procedures
- (d) awarding of merit increments and salary anomaly adjustments, and
- (e) appointments to administrative positions

## PROCEDURES

### Appointment

- 1.1. The Collective agreement between the Board of Governors and the Faculty Association, article 17 shall apply in all recruitment.
- 1.2. The Chair/Director shall ensure at the commencement of the appointment process that all faculty in the department are knowledgeable of the Employment Equity Policy.
- 1.3. Where women faculty are available they shall be encouraged to participate on Appointment Committees. When there is no female member in an Academic unit, the Dean may select a female member from available female faculty.
- 1.4. Human Resources shall prepare the advertisement and specifically define the requirements for each position. The advertisement may contain but not be limited to the following:
  - (a) that the university is an equal opportunity employer
  - (b) that either women or men are encouraged to apply
  - (c) specializations will be expressed as teaching and/or research areas and applicants will be invited to indicate additional teaching and interest areas.
  - (d) university facilities/opportunities available e.g., housing assistance, day care, leisure activities
- 1.5. The Dean shall circulate the advertised terms of reference for the position as described in 1.4 to other Canadian Universities.

- 1.6. Organizations within the profession or discipline that specifically represent the interests of women will either be asked to provide names of qualified women who could be invited to apply for the position or have the advertisement sent to them for circulation.
- 1.7. In exceptional cases, where there is difficulty in finding candidates, recruitment consultants may be engaged upon approval of the Vice-President (Academic).
- 1.8. Candidates shall be evaluated with due recognition given to legitimate differences between the careers of men and women. These differences include but are not limited to the effects of primary responsibilities for family care and related career interruptions, part-time education and work history.
- 1.9. The Faculty Recruitment Summary Form shall be completed in all academic competitions.
- 1.10. Permission to interview shall be granted to the Search Committee Chair by the Dean once he/she has reviewed the short list (candidates for interview) and is satisfied that it does not exclude suitably qualified female applicants.
- 1.1.11. The Employment Equity Committee, working with University Administration, shall endeavour to develop strategies for funding and filling positions for female faculty, i.e., Chairs, NSERC female faculty awards.
- 1.12. Records shall be kept of all proceedings of Appointment Committees and relevant statistical portions of the Faculty Recruitment Summary Form will be made available for the Annual Report of the Employment Equity Committee.

#### Retention of Female Faculty

- 2.1. The Vice-President (Academic) shall ensure that differences between the careers of men and women are taken into consideration in:
  - (a) departmental/school policies and practices
  - (b) evaluation of candidates in peer review processes
  - (c) awarding of research grants
  - (d) merit awards
  - (e) salary anomaly adjustments, and
  - (f) administrative appointment procedures

These differences include but are not limited to effects of primary responsibility for family care and related career interruptions, part-time education, and work history.

- 2.2. The Chairs of the Promotion, Tenure and Renewal Committee shall ensure at the commencement of the promotion, tenure and renewal process that all members of the Committee are knowledgeable of the Employment Equity Policy.
- 2.3. An Employment Equity representative selected from a list provided by the President and Faculty Association will sit as a non-voting member at all Promotion and Tenure Committee meetings. This person will have the responsibility to review all procedures used and to ensure that standards for promotion and tenure are applied equally to female and male candidates.
- 2.4. Records will be kept of all proceedings of Promotion and Tenure Committees and relevant portions will be made available for the Annual Report of the Employment Equity Committee as follows:



- (a) number of female/male applicants for renewal
- (b) number of female/male applicants for tenure
- (c) number of female/male applicants for promotion
- (d) ratio of successful female/male applicants for each category

Annual Report

- 3.0. A report will be submitted by the Faculty Employment Equity Committee to the President on a yearly basis. The report shall include, but not be limited to:
- i) Statistical information on recruitment, tenure, renewal and promotion.
  - ii) Statistical information on administrative appointments.
  - iii) Statistical information on merit.
  - iv) The administration and effectiveness of the Policy, including any recommendations for Policy changes.
  - iv) Any other information the Committee deems appropriate.

# **LAKEHEAD UNIVERSITY**

## **SUPPLEMENTAL UNEMPLOYMENT BENEFITS**

### **(SUB) PLAN**

#### **GENERAL**

The purpose of the Lakehead University Supplemental Unemployment Benefits (SUB) Plan is to supplement the unemployment insurance benefits received by an employee for unemployment caused by pregnancy. Employees must qualify for and be entitled to unemployment benefits to receive SUB benefits and must apply for unemployment insurance benefits before SUB becomes payable. The employee shall provide the employer with proof that she is receiving such benefits. Employees do not have the right to SUB payments except as specified in the plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

#### **GROUP COVERED**

The following group of employees, a total of one, is covered by the plan:

- Lakehead University Faculty Association (LUFA) - Faculty and Librarians (275)

#### **SPECIAL CONDITIONS**

A faculty member must have held a probationary or tenured appointment for at least twelve (12) months. A librarian member must have held a continuing appointment for at least twelve (12) months and agree to return to the University following the leave. In the event that a faculty member or a librarian member does not fulfil her obligation to return to the University, she shall be obliged to repay the Board any supplemental monies received during her maternity leave.

#### **BENEFIT LEVEL**

The benefit level paid under this plan is set at 95% of the employees' regular weekly earnings. In any week the total amount of SUB payments and the weekly rate of UI benefits will not exceed 95% of the employee's weekly earnings.

Benefits are effective for a maximum of 17 weeks of maternity leave. It is understood that in any week, the total amount of SUB, unemployment insurance gross benefits and any other earnings received will not exceed the percentage as noted above of the employee's normal weekly earnings.

Any employee disentitled or disqualified from receiving unemployment insurance benefits is not eligible for SUB. Employees do not have the right to SUB payments except as specified in the plan.

#### **OTHER INCOME**

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

**DURATION OF THE PLAN**

July 1, 2003 to June 30, 2006 - continuing benefit

**METHOD OF PAYMENT**

SUB payments are financed from the University's operating revenues with a separate recording procedure in place.

**REVENUE CANADA TAXATION REGISTRATION NUMBER**

#LUN400204

Updated: September, 2003

Effective Date: 17 June 1999 (replaces 18 September 1998)

Approved By: Board of Governors ( 5 September 1991 (original))

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## INDEMNIFICATION

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### 1. RATIONALE

There is an increasing occurrence of legal claims and actions against organizations and their employees, with significant costs of defending against such claims and actions. This has given rise to Lakehead University (the "University") establishing a policy (the "Policy") to assist its employees in understanding the extent of the University's indemnification for legal costs incurred by its employees as a result of claims and actions brought against the University and/or its employees, and arising out of employees' employment duties.

### 2. POLICY

It is the policy of Lakehead University to provide a legal defence and to pay for the legal costs in the event that an employee has need for legal representation as a result of proceedings arising from her/his employment duties, subject to the following guidelines.

### 3. GUIDELINES

3.1 Employees of the University are expected to exercise their employment duties in conformity with government legislation and regulations, in good faith, in a reasonable manner, and in accordance with other University policies, procedures and practices.

3.2 The University cannot support nor condone activities by its employees which are illegal, malicious or in deliberate contravention of recognized policies, procedures and practices of the University and any relevant legislation applicable to employees of the University.

3.3 The Policy is not intended to provide any legal representation to an employee who asserts a claim or action against the University and/or another employee of the University.

3.4 The University carries a general liability insurance policy, an errors and omissions liability insurance policy and an automobile liability policy (the "Insurance Policies") under which the insurers (the "Insurers") will provide a legal defence to any action or claim commenced against the University or its employees and will pay all sums that the University and/or its employees are obligated to pay as damages in respect of any claim or action made against the University and/or its employees provided that the claim or action is covered under the terms of the Insurance Policies and, in addition, only to the extent of the limits of the Insurance Policies. The Insurance Policies specifically do not cover criminal or quasi-criminal action rising from an employee's employment duties.

3.5 Where the action or claim against the employee of the University is covered under any of the Insurance Policies, legal counsel and representation will be provided to the employee in accordance with the terms of the applicable Insurance Policy.

3.6 In the event that a claim or action of a criminal or quasi-criminal nature or any other claim outside the terms of the coverage provided to the University employees under the Insurance Policies, and arising out of employment duties, is made against an employee of the University, the University will determine whether or not a legal defence will be provided under the Policy. In instances where the University does not provide a legal defence, and where the event would be of a nature that would normally fall under the Policy, and the employee is subsequently found not guilty or not responsible in respect to the claim or action, the University will pay the employee's

legal costs as agreed to by the University or alternately as assessed by the appropriate Assessment Officer.

3.7 Nothing under this Policy shall be construed to obligate the University to provide any legal defence to the employee or to pay any fines or damages that may be assessed against the employee in respect of any claim or action except to the extent of its obligations under this Policy.

3.8 In the event that an employee is named by a student(s) as a respondent in a matter to be adjudicated by an internal tribunal of the University and, where the student(s) has legal representation, the University will provide legal counsel upon the request of the employee.

3.9 Subject to the terms of this Policy, the University is under no obligation to assume the costs for legal defence of an employee when the legal counsel has been secured by the employee without the permission of the University.

## PROCEDURE

4.1 The employee named in a claim or action shall, within three (3) working days of receipt of the claim or action, report the matter in writing to the Department Chair/School Director or Dean (in the case where the employee is a member of the Faculty) and to the appropriate Supervisor or Director (in the case of other employees) who will then refer the matter immediately to the appropriate Vice-President. When providing notice to the University in this regard, the employee will provide the University with a copy of any court or other documents served on the employee. Any failure on the part of the employee to report the claim or action on a timely basis may result in the Insurer denying coverage under the Insurance Policies. If the Insurer does not respond to provide a legal defence and coverage and it is felt by the University that its position has been prejudiced as a result of the delay on the part of the employee, it may, in its discretion, deny the application of this Policy to the claim or action.

4.2 The occurrence will then be reviewed by the Vice-President and the Risk Manager (Director of Finance) who will report the occurrence immediately to the Insurers under the Insurance Policies, requesting a prompt reply as to the assumption of responsibility for legal defence for the employee.

4.3 In the event that the Insurers under the Insurance Policies do not provide a legal defence to the employee, the Vice-President will determine, in her/his sole discretion, whether or not a legal defence will be provided to the employee by the University. If the decision is made to provide the legal defence to the employee, legal counsel will be selected at the discretion of the University. The decision of the University in this regard will be provided to the employee in writing as soon as reasonably possible after receipt of the notice of claim or action from the employee and after receipt of a response from the Insurers under the Insurance Policies.

4.4 Where a legal defence is provided by the University and/or the Insurers, the employee will fully co-operate with respect to all matters pertaining to the claim or action and will assist the University and legal counsel with respect to a defence of the claim or action. Where the University determines that the employee has failed on a reasonable basis to provide the co-operation and assistance with respect to the defence of the claim or action, or has failed to disclose or has misrepresented relevant information concerning the claim or action, then the University shall, in its sole and absolute discretion, have the right to decline any further legal representation for the employee.

## 5. REVIEW

5.1 The Policy will be subject to review within three years from the date of implementation.

6. IMPLEMENTATION

This Policy will be implemented following review by the Insurers of the University and upon approval by the Board of Governors.

## ALPHABETICAL LISTING

NOTE: The following listing is provided only for the convenience of the reader. It does not constitute any part of the Agreement, it does not purport to be a complete or comprehensive listing of matters covered by the Agreement, and it should not be construed to affect the meaning of a portion of the Agreement.

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