



An Agreement  
Between  
BOARD OF GOVERNORS  
Of Lakehead University  
And  
Lakehead University  
FACULTY ASSOCIATION  
Unit #1

**July 1/90**  
**June 30/93**

**COLLECTIVE AGREEMENT**

**between**

**BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY**

**and**

**LAKEHEAD UNIVERSITY FACULTY ASSOCIATION**

**UNIT #1**

**1 JULY 1990**

**to**

**30 JUNE 1993**

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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 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; or, Lecturer.
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 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.
Association:	the Lakehead University Faculty Association.
bargaining unit:	the unit defined in the decision of the Ontario Labour Relations Board dated 27 September, 1979.
Board:	the Board of Governors of the University.
Chairman:	the chairman of any Department.
day:	a working day, i.e. Mondays to Fridays inclusive but excluding statutory holidays pursuant to Article 32.02.
Dean:	the Dean of a Faculty or his/her delegate.
department:	a department in the Faculty of Arts and Science; a department within a school in the Faculty of Professional Studies.
Director	the director of a school in the Faculty of Professional Studies.

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.
Faculty:	the Faculty of Arts and Science, the Faculty of Professional Studies, or any other Faculty created by the University.
faculty member:	a member with academic rank.
formal meeting of a department:	for purposes of this Agreement only, a meeting that includes the following procedures: <ul style="list-style-type: none"> <li>- five days' written notice of the meeting and of the issue to be discussed pursuant to 17.01.03(E), 24.01.03, and 24.05;</li> <li>- a quorum of at least fifty percent of the faculty members in the department;</li> <li>- a formal motion and vote on the substantive issue;</li> <li>- the right of the member who is affected by the substantive issue to speak on his/her own behalf; and,</li> <li>- official minutes which include a list of those present and of the number voting for and against the substantive motion.</li> </ul>
joint appointment:	The appointment of a member whose services are shared between any combination of Department / School / Centre / Institute.
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:	a school in the Faculty of Professional Studies.
Senate:	the Senate of the University.
Sessional Lecturer:	a member with a part-time appointment to teach particular courses for a stated term.

- Spouse:
- (a) a member's spouse by virtue of a legal marriage, or
  - (b) a member's partner is eligible to qualify as a spouse under the following terms:

A male member may elect as a spouse a female partner who is represented as his spouse.

A female member may elect as a spouse a male partner who is represented as her spouse.

University: Lakehead University as constituted by the Act.

### 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 academic rank of Lecturer, Assistant Professor, Associate Professor, or Professor, or Sessional lecturer teaching two or more full course equivalents or having eighteen or more contact hours per week of field instruction during the Fall/Winter terms, save and except the President, Vice-Presidents, Deans, members of the Board, 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, and Professional Librarians.
- 3.02 3.02.01 Faculty members excluded from the bargaining unit by virtue of their membership on the Board shall not be treated differently from members of the bargaining unit with respect to conditions of employment.
- 3.02.02 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.
- 3.02.03 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.
- 3.02.04 Upon resigning or being deemed to have resigned from the Board, the faculty member shall immediately and automatically become a member of the bargaining unit.

### ARTICLE 4: NO 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/nonmembership 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 member of his/her family.

#### ARTICLE 5: ASSOCIATION MEMBERSHIP AND DUES

- 5.01 The Board shall provide the Association by 1 November of each year with a list of the names 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 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 Director of Finance 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 his/her University Department or School.
- 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 each member with one copy of this Agreement. The Board shall provide the Association with additional copies of the Agreement at cost.

#### 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 policies and procedures within the University. 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 services and supplies in support of the academic functions of members and professors emeriti.

#### 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, provided that the Board is advised of the name of the Association's Chief Negotiator by no later than the preceding 1 July.
- 9.07 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, including Committee of the Whole.
- 9.08 The Chairman 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 Chairman of the Board could participate in discussion on the invitation to do so by the meeting chairman.
- 9.09 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.
- 9.10 The President of the Association shall receive a teaching load reduction of one-half of a full course equivalent. The Association has the right to purchase an additional one full course equivalent to be assigned by the Association to its President and/or its Chief Grievance Officer.

#### 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 two persons appointed by the Board and two persons appointed by the Association.
- 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; and,
  - (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.
- 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 Chairman from 1 July to 31 December, and one of the Board appointees shall serve as Chairman from 1 January to 30 June.
- (C) A quorum shall be three members.

#### 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 one member to the Lakehead University Occupational Health and Safety Committee.

#### ARTICLE 12: ACCESS TO INFORMATION

- 12.01 The Board shall provide the Association with the following information and data:
- (A) By 1 November of each year, a list of all faculty members, by Department/School, including academic rank, type of appointment, year of appointment, years of first and last degree, and highest degree earned;
  - (B) By 1 November of each year, salary and age data on all faculty members sufficient to construct a scattergram of age versus salary. Data are to be provided in a format which does not divulge any individual salary information;
  - (C) By 1 April of each year, the number of sessional academic staff members by Department/School, the number of courses taught by sessional staff, and the total annual salary cost for sessional staff;
  - (D) By 1 October of each year, the total cost of academic salaries and of academic benefits for the previous financial year, as reported to the Committee of Finance Officers of the Universities of Ontario;

- (E) 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 1 June of each year the decision of the Board for each member so considered;
  - (F) By 1 June 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 1 April 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;
  - (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, 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 faculty 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 (Administration) 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; and
  - (C) a current copy of the constitution of the Association.
  - (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 or any other person excluded from the bargaining unit by the decision of the Ontario Labour Relations Board, dated 27 September 1979, as amended from time to time, from performing instructional work and research and scholarly 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 Sessional Lecturers.
- 13.04 Except as provided for in this Article, no instructional work shall be performed by persons who are not members of the bargaining unit.

### ARTICLE 14: PERSONAL FILES

- 14.01 Personal 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 file are at the discretion of the President. The purpose of this Article is to help ensure that the files fairly represent the member's employment history.
  - 14.02.01 There shall be one official file maintained in the office of 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, approved leaves of absence, administrative appointments, etc.;
    - (C) correspondence related to the member's employment between the member, the President and/or the Dean;
    - (D) materials relating to recommendations on salary, tenure, and promotion;
    - (E) materials respecting professional development and achievement; and,
    - (F) copies of the member's annual reports.

- 14.02.02 The Dean and the Chairman (Arts and Science)/Director (Professional Studies) may keep a personal file on a member, but such files shall not constitute the member's official file. The member shall have the same right of access to these files as to the official file.
- 14.03 An inventory sheet shall be included in each official file.
- 14.04 No anonymous material, except teaching evaluations approved by the Senate or Faculty Council, shall be kept in a member's official file. Any anonymous material in a member's official file when this Agreement comes into effect shall be removed and destroyed.
- 14.05 Confidential material kept in a member's official 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 Chairman/Director, the Dean, the President, or a Committee solicit pursuant to this Agreement; and,
  - (B) a member shall receive an inventory of the confidential materials in his/her 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 file shall be the only source of confidential personal employment information used in any official University proceeding. Such material may be used as follows:
- (A) renewal of a probationary appointment, pursuant to Article 19;
  - (B) tenure, pursuant to Article 20;
  - (C) promotion, pursuant to Article 21;
  - (D) grievance and arbitration, pursuant to Article 26; and,
  - (E) other proceedings with the written permission of the member.
- 14.07 Upon written request to the President, a member and/or an agent authorized in writing by the member shall have the right to examine the contents of his/her official file in the President's office, except for confidential material described in 14.05(A). Such examination shall be in the presence of a person designated by the President. The member shall not be allowed to remove the official file or any part thereof from the President's 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 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 file of a member, in a member's file kept in the Dean'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.

#### 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. 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.

#### ARTICLE 16: RIGHTS AND RESPONSIBILITIES OF FACULTY MEMBERS

- 16.01 The responsibilities of faculty members at Lakehead University shall encompass an appropriate combination of teaching, research and other scholarly activities, administrative activities, and service to the profession and community.
- 16.02 Teaching
- 16.02.01 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 Chairman (Arts and Science)/Director (Professional Studies), on an appropriate assignment of teaching responsibilities. Failure by the Chairman (Arts and Science)/Director (Professional Studies) 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 in his/her Department/School and Faculty has the right to

have the Dean review his/her assigned teaching load. 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 a 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 Continuing Education plan approved by the Senate;
- (B) no faculty member shall be required to teach more than one full course or two half courses off-campus in each academic year;
- (C) no faculty member shall be required to teach more than one full course or two half courses in the Spring or Summer terms in any academic year;
- (D) no 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; and,
- (E) a faculty member teaching at an off-campus location shall receive financial compensation pursuant to the Article on Salaries.

16.02.04 A faculty member shall not be required in any academic year to teach more than one full course or two half courses that begin on or after 6:00 p.m.

16.02.05 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.

16.02.06 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, and any other relevant material, and shall file a copy of this written information with his/her Chairman. A faculty member shall be available to students for academic counselling as required.

16.02.07 A faculty member shall notify students and his/her Chairman 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 Chairman and prior arrangements have been made with the students. Such approval shall not be unreasonably withheld.



- 16.02.08 A faculty member shall evaluate students' performance and shall supervise, when appropriate, students' research, practical work, theses, and major papers.
- 16.02.09 A faculty member shall supervise the work of teaching and laboratory assistants assigned to him/her.
- 16.02.10 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.
- 16.02.11 Faculty members shall attend registration when required and shall arrange for the adequate supervision of their examinations.
- 16.02.12 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 Chairman (Arts and Science)/Director (Professional Studies), 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 fulfillment of the member's responsibilities.

#### 16.03 Research and Other Scholarly 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 activities so as to advance knowledge and understanding and to maintain scholarly competence. Insofar as it is possible the Board shall attempt to provide adequate facilities 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 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; and,
  - (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.

- 16.03.04 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.
- 16.03.05 The immediate and regular preparation for routine instructional activities shall not be considered as research in the context of this Article.
- 16.03.06 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.

#### 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, when called upon to do so or when elected to such bodies.
- 16.04.02 While exercising administrative responsibilities, faculty members shall 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. Faculty members shall 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 faculty 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, faculty members shall retain the rights and responsibilities associated with academic freedom. Except when specifically authorized to speak on behalf of the University, faculty members must make it clear that their positions and opinions are personal.

16.06 Annual Report

- 16.06.01 Each faculty member shall submit to his/her Chairman (Arts and Science)/Director (Professional Studies) three copies of an Annual Report by 31 May of each year. The Annual Report shall include the previous 1 May to 30 April period. One copy of this Report shall be filed in the office of the Chairman (Arts and Science)/Director (Professional Studies) and two copies shall be forwarded to the Dean, one of which shall be placed in the faculty member's official file in the President's Office.
- 16.06.02 The Annual Report, which shall be completed on a standardized form supplied by the Dean, shall include only the following information:
- (A) teaching responsibilities undertaken, and evidence of teaching delivery and teaching performance;
  - (B) books and papers published;
  - (C) conference papers given;
  - (D) research and other scholarly work in progress;
  - (E) graduate degrees awarded or graduate studies in progress and the expected date of completion, university, and title of thesis;
  - (F) awards and other honours received;
  - (G) Departmental, Faculty, Senate, Board, Association and other University activities;
  - (H) contributions to the faculty member's profession;
  - (I) contributions to the faculty member's community;
  - (J) 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;
  - (K) research grants and contracts awarded, name of granting body, research title, amount awarded and the date awarded;
  - (L) a statement of his/her outside professional activities in the previous year; and,
  - (M) any other information that the faculty member deems relevant.

ARTICLE 17: APPOINTMENT OF FACULTY MEMBERS

17.01 Types of Appointments

17.01.01 Appointments for faculty members shall be:

- (A) tenured;
- (B) probationary; or,
- (C) limited term.

17.01.02 Tenured Appointments

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

17.01.03 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) Except as provided in 17.01.04, the initial full-time appointment to any academic rank normally shall be a probationary appointment for a period of three years.
- (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 33 shall not count toward the three years of the member's initial or renewed probationary appointment.
- (D) Probationary appointments normally commence on 1 July. When such an appointment commences after 1 July but prior to 31 December, the probationary period shall be deemed to have commenced on the previous 1 July. When such an appointment commences on or after 1 January but prior to 30 June, the probationary period shall be deemed to have commenced on the next 1 July.
- (E) During the first year of an initial probationary appointment, the Department may make a recommendation to terminate the appointment. Such a recommendation shall be approved by the Department by ballot vote at a formal meeting and shall be forwarded to the Dean for review. Termination following such a review shall constitute dismissal for just cause. In such a case the member shall be given a minimum of four months' notice of termination, or payment in lieu thereof.

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

17.01.04 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) to fill a position for which there has been inadequate opportunity to conduct a satisfactory search for a probationary or tenured appointee.
- (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 be credited for the 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.

- (E) The total consecutive years a member may serve on limited term appointment(s) shall not exceed three years.

#### 17.02 Appointment Procedures

- 17.02.01 When a vacancy has been approved for staffing, the Department/School concerned shall establish a search procedure, which shall be communicated in writing to the Dean by the Chairman (Arts and Science)/Director (Professional Studies). The Department/School may delegate its responsibilities under 17.02 to an Appointments Committee consisting of one 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 17.02.02 through 17.02.07, if such has been established.
- 17.02.02 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.
- 17.02.03 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.
- 17.02.04 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.
- 17.02.05 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.

- 17.02.06 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).
- 17.02.07 The Vice-President (Academic) shall make a recommendation to the President.
- 17.02.08 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.
- 17.02.09 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) rank;
  - (E) Department or School in which the candidate is to be appointed;
  - (F) 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;
  - (G) probable departmental teaching duties and other responsibilities for the first year of the appointment; and,
  - (H) a statement that the appointment is subject to the provisions of the Agreement.

A copy of the Agreement shall be enclosed with the letter of appointment.

#### ARTICLE 18: PROMOTION, TENURE, AND RENEWAL COMMITTEE

- 18.01 There shall be one Promotion, Tenure, and Renewal Committee in each Faculty 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.

18.02 18.02.01 The composition of the Promotion, Tenure, and Renewal Committee shall be as follows:

- (A) a non-voting Chairman who shall be the Vice-President (Academic);
- (B) four tenured professors who shall be elected by and from the Faculty concerned;
- (C) three tenured associate professors who shall be elected by and from the Faculty concerned;
- (D) one tenured assistant professor who shall be elected by and from the Faculty concerned;
- (E) the Dean of the Faculty; and,
- (F) the other Dean, who shall be a non-voting member.

In the Faculty of Arts and Science at least three members shall be from each of the following groups:

- i) the Departments of Anthropology, Economics, English, Geography, History, Languages, Library and Information Studies, Music, Philosophy, Political Studies, Psychology, Social Work, Sociology, and Visual Arts;
- ii) the Departments of Biology, Chemistry, Geology, Mathematical Sciences, Physics, and the University Instrumentation Room.

In the Faculty of Professional Studies at least one member shall be from each of Business Administration; Education; Engineering; Forestry; Nursing; Outdoor Recreation, Parks and Tourism; and Physical Education and Athletics.

18.02.02 In the event that the numerical requirements for the above positions cannot be met, the replacement(s) shall be chosen as follows:

for the tenured professors, first from the rank of tenured associate professor and secondly from the rank of tenured assistant professor;

for the tenured associate professors, first from the rank of tenured professor and secondly from the rank of tenured assistant professor; and,

for the tenured assistant professors, first from the rank of tenured associate professor and secondly from the rank of tenured professor.



- 18.02.03 Replacements when needed shall be appointed by the Chairman of the Promotion, Tenure, and Renewal Committee, and they must be tenured, they must come whenever possible from the same rank as the members they are replacing, and they shall be those individuals who received the next highest number of votes to the members who are elected by the Faculty.
- 18.03 A member elected or appointed to the Promotion, Tenure, and Renewal Committee shall serve in all cases except:
- (A) if he/she is to be considered for promotion in that year in which case he/she shall not serve for any Promotion hearings;
  - (B) if a candidate who is to be considered by the Committee can successfully demonstrate to the Chairman prior to 10 October in cases of renewal and tenure, or prior to 15 February in cases of promotion, that the member is improperly biased and therefore incapable of rendering a fair judgement, in which case he/she shall not serve for that candidate's hearing; or,
  - (C) if he/she is the President of the Association or its Chief Grievance Officer.
  - (D) if he/she has not met the requirements of "satisfactory performance" as set forth in Article 31.01.04, in the preceding year.
- 18.04 The Executive Assistant to the President shall conduct the elections of the Promotion, Tenure, and Renewal Committees by 1 October of each year. The Board and the Association each shall appoint one scrutineer for the elections.
- 18.05 The President shall convene a meeting of all Promotion, Tenure, and Renewal Committees to be chaired by the President or Vice-President (Academic) by 15 October 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.
- 18.06 A quorum for a Promotion, Tenure, and Renewal Committee shall consist of the full voting membership.
- 18.07 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.

## ARTICLE 19: RENEWAL OF PROBATIONARY APPOINTMENT

### 19.01 Criteria for Renewal

- 19.01.01 To receive a recommendation for renewal, the member must show reasonable progress toward meeting the criteria for tenure, pursuant to 20.01.

- 19.01.02 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.

19.02 Renewal Procedure

- 19.02.01 The Dean shall inform a member in writing before 15 September of the final year of his/her first probationary appointment that he/she will be considered for renewal by the Faculty Promotion, Tenure, and Renewal Committee.

- 19.02.02 By 30 September the member shall indicate to the President through the Dean whether he/she wishes to be considered for tenure or whether he/she wishes to be considered for renewal. If the member chooses to be considered for tenure, he/she shall proceed pursuant to Article 20. If the member chooses to be considered for renewal, he/she shall supply the President and Chairman (Arts and Science)/Director (Professional Studies) of his/her Department/School with the following information by 30 September:

- (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.

- 19.03 The President shall assemble an information file for each candidate containing the candidate's letter of appointment, the materials described in 19.02.02, and the results of teaching evaluations that have been collected in accordance with policies and procedures approved either by Senate or by Faculty Council, and shall make this file accessible to all Promotion, Tenure, and Renewal Committee members. When the President believes that confidential material from the member's personal 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.

- 19.04 The Chairman (Arts and Science)/Director (Professional Studies) of each Department/School in which a candidate for renewal of probationary appointment works shall solicit from each faculty member in the Department/School other than the candidate and Chairman/Director, a signed, written opinion on the renewal of the probationary appointment, impressing upon the members the need to relate opinions and comments to the criteria for renewal pursuant to 19.01, the Faculty Employment Equity Policy, and to

any formal departmental criteria which are not inconsistent with this Agreement. In cases in which the candidate holds a joint appointment, the Chairman (Arts and Science)/Director (Professional Studies) of the candidate's principal Department/School shall solicit signed, written opinions from each faculty member and the Chairman (Arts and Science)/Director (Professional Studies) in the candidate's secondary Department/School(s). The opinion shall be written on a standard form providing for (A) a simple statement that the faculty member does or does not support the renewal of the probationary appointment, and (B) comments by which the member provides a reasoned basis for supporting or not supporting the application for renewal of the probationary appointment. The Chairman (Arts and Science)/Director (Professional Studies) shall retain a copy of each opinion received and shall forward the originals to the President at least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee.

- 19.05 At least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee the Chairman (Arts and Science)/Director (Professional Studies) shall supply the President with his/her own written recommendation concerning the candidate and shall provide the candidate with a copy of the recommendation.
- 19.06 At least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee to consider the candidate's renewal, the Chairman (Arts and Science)/Director (Professional Studies) shall advise the candidate in writing, with a copy to the President, 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.
- 19.07 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.
- 19.08 19.08.01 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 19.03;
  - (B) any relevant conditions specified in the candidate's letter of appointment which are not inconsistent with 19.01;
  - (C) the opinions of his/her colleagues, pursuant to 19.04;
  - (D) the recommendation of his/her Chairman (Arts and Science)/Director (Professional Studies) pursuant to 19.05; and,
  - (E) any departmental criteria submitted to the Promotion, Tenure, and Renewal Committee which are not inconsistent with 19.01.
  - (F) the Faculty Employment Equity Policy.

- 19.08.02 Members of the Committee shall record their vote on an official ballot and shall write on the ballot a reasoned opinion supporting the vote.
- 19.08.03 The Chairman 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 Chairman 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.
- 19.09 The candidate shall be informed by the President in writing by 1 December of the Committee's recommendation to the President and of the President's recommendation to the Board. The candidate shall receive a copy of the Committee report, including typed copies of the ballots. If the President's recommendation to the Board is inconsistent with the recommendation of the Committee, the President shall advise the candidate in writing of the reasons for his/her decision.
- 19.10 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.
- 19.11 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 18 or 19, or of violation of academic freedom pursuant to Article 15.

## ARTICLE 20: TENURE

### 20.01 Criteria for Tenure

- 20.01.01 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 activities. In particular, the member must:
  - (A) be a full-time member of the teaching staff and hold the academic rank of Assistant Professor or above;
  - (B) hold a doctorate or the degree normally considered to be terminal in his/her discipline;
  - (C) have at least five years of experience in university teaching or a combination of at least three 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 a visible activity in the field of research or other scholarly activities that goes beyond the doctoral thesis or the equivalent; and,
  - (F) have, when invited to do so, accepted and discharged reasonable administrative responsibilities within the University community.
- 20.01.02 Where the criteria in 20.01.01(B), (D), and/or (E) cannot be met, the Promotion, Tenure, and Renewal Committee may consider that:
- (A) exceptional quality of teaching, which shall be demonstrated by an evaluation of his/her teaching, may compensate for a lesser research output on the part of the candidate;
  - (B) exceptional research and scholarly output, as confirmed by peer opinion, may compensate for a lesser teaching performance on the part of the candidate or, for lesser degree qualifications pursuant to 20.01.01(B); or,
  - (C) exceptional competence in the activities of administrative service or in professional and/or community service related to the work of the candidate, coupled with teaching of a satisfactory quality, may compensate for a lesser research output on his/her part.
- 20.01.03 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

- 20.02 When a member applies for tenure pursuant to 17.01.03(G) or 19.02.02, he/she shall supply the President and Chairman (Arts and Science)/Director (Professional Studies) of his/her Department/School with the following information by 30 September:
- (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.

- 20.03 The President shall assemble an information file for each candidate containing the candidate's letter of appointment, a copy of the President's letter to the candidate pursuant to Article 19.09, the materials described in 20.02, and the results of teaching evaluations that have been collected in accordance with policies and procedures approved either by Senate or by Faculty Council, and shall make this file accessible to all Promotion, Tenure, and Renewal Committee members. When the President believes that confidential materials from the member's personal 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.
- 20.04 20.04.01 The Chairman (Arts and Science)/Director (Professional Studies) of each Department/School in which a candidate for tenure works shall solicit from each faculty member in the Department/School other than the candidate and Chairman/Director, a signed, written opinion on the tenure, impressing upon the members the need to relate opinions and comments to the criteria for tenure pursuant to 20.01, the Faculty Employment Equity Policy, and to any formal departmental criteria which are not inconsistent with this Agreement. In cases in which the candidate holds a joint appointment, the Chairman (Arts and Science)/Director (Professional Studies) of the candidate's principal Department/School shall solicit signed, written opinions from each faculty member and the Chairman (Arts and Science)/Director (Professional Studies) in the candidate's secondary Department/School(s). The opinion shall be written on a standard form providing for (A) a simple statement that the faculty member does or does not support the tenure, and (B) comments by which the member provides a reasoned basis for supporting or not supporting the application for tenure. The Chairman (Arts and Science)/Director (Professional Studies) shall retain a copy of each opinion received and shall forward the originals to the President at least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee.
- 20.04.02 When a candidate for tenure may also be eligible for renewal, the Chairman (Arts and Science)/Director (Professional Studies) shall conduct a separate review pursuant to Article 19.04.
- 20.05 At least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee, the Chairman (Arts and Science)/Director (Professional Studies) shall supply the President with his/her own written recommendation concerning the candidate and shall provide the candidate with a copy of the recommendation.
- 20.06 At least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee to consider the candidate's tenure, the Chairman (Arts and Science)/Director (Professional Studies) shall advise the candidate in writing, with a copy to the President, 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.

- 20.07 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.
- 20.08 20.08.01 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 20.03;
  - (B) any relevant conditions specified in the candidate's letter of appointment which are not inconsistent with 20.01;
  - (C) the opinions of his/her colleagues, pursuant to 20.04;
  - (D) the recommendation of his/her Chairman (Arts and Science)/Director (Professional Studies) pursuant to 20.05; and,
  - (E) any departmental criteria submitted to the Promotion, Tenure, and Renewal Committee which are not inconsistent with 20.01.
  - (F) the Faculty Employment Equity Policy.
- 20.08.02 Members of the Committee shall record their vote on an official ballot and shall write on the ballot a reasoned opinion supporting the vote.
- 20.08.03 The Chairman 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 Chairman 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.
- 20.09 The candidate shall be informed by the President in writing by 1 December of the Committee's recommendation to the President and of the President's recommendation to the Board. The candidate shall receive a copy of the Committee report, including typed copies of the ballots. If the President's recommendation to the Board is inconsistent with the recommendation of the Committee, the President shall advise the candidate in writing of the reasons for his/her decision.
- 20.10 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.

- 20.11 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 18 or 20, or of violation of academic freedom pursuant to Article 15.

#### ARTICLE 21: PROMOTION

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

#### 21.02 Criteria for Promotion

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

- (A) be a full-time tenured or 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 or other scholarly 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.

- 21.02.02 To receive promotion to the rank of Associate 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;
- (C) have fulfilled his/her teaching responsibilities satisfactorily;
- (D) have done research or other scholarly work which is available for peer review and which represents a continuing contribution to the member's discipline or profession that is additional to the doctoral thesis or to the work done in connection with the degree considered to be terminal in his/her discipline; and,



- (E) have, when invited to do so, accepted and 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 (E) above.

21.02.03 Where all the criteria in 21.02.02 (B) to (D) 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 output;
- (B) exceptional research and scholarly output may compensate for lesser degree qualifications pursuant to 21.02.02 (B);
- (C) exceptional competence in the activities of administrative service or in professional and/or community service related to the work of the candidate, coupled with teaching of a satisfactory quality, may compensate for a lesser research and other scholarly 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 and/or community service related to the work of the candidate, may compensate for a lesser research and other scholarly output and for lesser degree qualifications.

21.02.04 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 output may compensate for lesser degree qualifications;
- (C) have fulfilled his/her teaching responsibilities satisfactorily;
- (D) have done research or other scholarly work which is available for peer review, which represents a contribution to the member's discipline that is additional to the requirements of 21.02.02 (D), 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 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, when invited to do so, accepted and 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.

#### 21.03 Promotion Procedure

When a member applies for promotion, he/she shall supply the President and Chairman (Arts and Science)/Director (Professional Studies) of his/her Department/School with the following information by 1 November;

- (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 President by 1 November with three additional copies, if possible, of all material listed in (A) through (D) which the candidate wishes to have circulated to external appraisers.

- 21.04 21.04.01 For each candidate for promotion to Professor, the Dean after consultation with the Chairman (Arts and Science)/Director (Professional Studies) 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 15 November. 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. 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 President three persons from the list who will serve as external appraisers. The candidate may name one additional external appraiser, and shall notify the President of his/her choice by no later than 30 November.

- 21.04.02 When the President writes to any external appraiser, he/she shall include:
- (A) copies of the materials submitted by the candidate pursuant to 21.03;
  - (B) a copy of the criteria for promotion to Professor pursuant to 21.02.04, including a copy of 21.02.02(D); and,
  - (C) a copy of that section of Article 16 referring to Research and Other Scholarly Activities (i.e. 16.03).
  - (D) a copy of the Faculty Employment Equity Policy.
- 21.04.03 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 21.02.04(D).
- 21.04.04 The reports of the external appraisers, which must be received in written form, shall be edited by the President 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.
- 21.05 The President shall assemble an information file for each candidate containing the candidate's letter of appointment, the materials described in 21.03, and the results of teaching evaluations that have been collected in accordance with policies and procedures approved either by Senate or by Faculty Council, and shall 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 21.04.04. When the President believes that confidential materials from the member's personal 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.
- 21.06 The Chairman (Arts and Science)/Director (Professional Studies) of each Department/School in which a candidate for promotion works shall solicit from each faculty member in the Department/School other than the candidate and Chairman/Director, a signed, written opinion on the promotion, impressing upon the members the need to relate opinions and comments to the criteria for promotion pursuant to 21.02, the Faculty Employment Equity

Policy, and to any formal departmental criteria which are not inconsistent with this Agreement. In cases in which the candidate holds a joint appointment, the Chairman (Arts and Science)/Director (Professional Studies) of the candidate's principal Department/School shall solicit signed, written opinions from each faculty member and the Chairman (Arts and Science)/Director (Professional Studies) in the candidate's secondary Department/School(s). The opinion shall be written on a standard form providing for (A) a simple statement that the faculty member does or does not support the promotion, and (B) comments by which the member provides a reasoned basis for supporting or not supporting the application for promotion. The Chairman (Arts and Science)/Director (Professional Studies) shall retain a copy of each opinion received and shall forward the originals to the President at least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee.

- 21.07 At least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee, the Chairman (Arts and Science)/Director (Professional Studies) shall supply the President with his/her own written recommendation concerning the candidate and shall provide the candidate with a copy of the recommendation.
- 21.08 At least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee to consider the candidate's promotion, the Chairman (Arts and Science)/Director (Professional Studies) shall advise the candidate in writing, with a copy to the President, 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.
- 21.09 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.
- 21.10 21.10.01 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 21.05;
  - (B) any relevant conditions specified in the candidate's letter of appointment which are not inconsistent with 21.02;
  - (C) the opinions of his/her departmental colleagues, pursuant to 21.06;
  - (D) the recommendation of his/her Chairman (Arts and Science)/Director (Professional Studies) pursuant to 21.07;
  - (E) any departmental criteria submitted to the Promotion, Tenure, and Renewal Committee which are not inconsistent with 21.02; and
  - (F) the Faculty Employment Equity Policy.

- 21.10.02 Members of the Committee shall record their vote on an official ballot and shall write on the ballot a reasoned opinion supporting the vote.
- 21.10.03 The Chairman 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 Chairman 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.
- 21.11 The candidate shall be informed by the President in writing by 1 May of the Committee's recommendation to the President and of the President's recommendation to the Board. The candidate shall receive a copy of the Committee report including typed copies of the ballots. 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 in writing of the reasons for his/her decision.
- 21.12 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.
- 21.13 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 18 or 21, or of violation of academic freedom pursuant to Article 15.

## ARTICLE 22: SESSIONAL LECTURERS

- 22.01 This Agreement shall apply in full to members who are Sessional Lecturers except that Article 16 (Rights and Responsibilities of Faculty Members), Article 17 (Appointment), Article 19 (Renewal), Article 20 (Tenure), Article 23 (Outside Professional Activities), Article 33 (Leaves of Absence), and Article 14 (Personal Files) shall not apply to Sessional Lecturers.
- 22.02 Appointment
  - 22.02.01 The appointment of a Sessional Lecturer is made to teach particular courses for a stated academic term(s) and carries no implication of renewal or continuation beyond the stated term(s).
  - 22.02.02 Sessional Lecturers shall be appointed by the President on the recommendation of the Dean, who shall have consulted with the Chairman (Arts and Science)/Director (Professional Studies).
  - 22.02.03 The President shall provide each successful candidate for a Sessional Lecturer position with a letter of appointment containing the following information:

- (A) the date at which the appointment commences;
- (B) type of appointment;
- (C) salary;
- (D) Department/School in which the candidate is to be appointed;
- (E) course assignment;
- (F) any other terms and/or conditions pertaining to the appointment which are not inconsistent with this Agreement; and,
- (G) a statement that the appointment is subject to the provisions of this Agreement.

The President shall endeavour to give notice of appointment at the earliest possible date.

A copy of the Agreement shall be enclosed with the letter of appointment.

#### 22.03 Rights and Responsibilities

- 22.03.01 A Sessional Lecturer 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.
- 22.03.02 At the commencement of each course, a Sessional Lecturer shall prepare and make available to the students written information concerning course requirements, assignments, evaluation procedures, and any other relevant material, and shall file a copy of this written information with his/her Chairman. A Sessional Lecturer shall be available to students for academic counselling as required.
- 22.03.03 A Sessional Lecturer shall notify students and his/her Chairman 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 Sessional Lecturer or when prior arrangements have been made with the students and the Chairman.
- 22.03.04 A Sessional Lecturer shall evaluate students' performance and shall supervise, when appropriate, students' research, practical work, theses, and major papers, and shall set and mark any supplemental examination(s) for his/her assigned course(s).
- 22.03.05 A Sessional Lecturer shall supervise the work of teaching and laboratory assistants assigned to him/her.

- 22.03.06 A Sessional Lecturer shall comply with the procedures approved by Senate for reviewing students' marks and grades and with reporting deadlines communicated to him/her by the Dean.
- 22.03.07 A Sessional Lecturer shall attend Registration if required and shall arrange for the adequate supervision of his/her examinations. A Sessional Lecturer who is required to attend Registration and whose courses, by a subsequent decision of the University, are not offered, shall receive a payment of \$100.00 per cancelled course.
- 22.03.08 A Sessional Lecturer who has taught two or more full course equivalents for at least the three previous years shall have the right of first refusal on a sessional position for which he/she is qualified.

#### ARTICLE 23: OUTSIDE PROFESSIONAL ACTIVITIES

- 23.01 Outside professional activities conducted with professional and academic responsibility can enhance the reputation of the University and the abilities of its academic staff. While a member has a primary obligation to fulfill his/her University responsibilities, he/she has the right to engage in outside professional activities subject to the following conditions:
  - 23.01.01 Such activities shall not hinder the fulfillment of the member's obligations to the University;
  - 23.01.02 Such activities shall not require the commitment of a block of time on a regular basis which might interfere with the member's normal timetable for teaching activities, nor shall such activities require the member to devote more than an average of one working day per five-day week on an annual basis;
  - 23.01.03 A member shall notify his/her Dean in writing of the nature and scope of any such proposed non-trivial professional activities. If the proposed activity involves the teaching at another educational institution of a course related to the member's professional expertise, the member shall obtain the prior written permission of his/her Dean, and such permission shall not be unreasonably withheld;
  - 23.01.04 The name of the University and University letterhead shall not be used in such activities unless agreed to in advance by the member's Dean, 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;
  - 23.01.05 Use of University facilities, equipment, supplies, services or other personnel shall require prior written authorization from the member's Dean 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;

23.01.06 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,

23.01.07 In preparing his/her Annual Report, each member shall include a statement of his/her outside professional activities in the previous year.

23.02 If the Dean 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 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.

23.03 Non-University Employment

If the Dean 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 has the right to conduct a review as outlined in 23.02. The Dean 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 24: APPOINTMENT AND RESPONSIBILITIES OF CHAIRMEN AND DIRECTORS

24.01 Appointment of Chairmen in the Faculty of Arts and Science, and Directors and Chairmen in the Faculty of Professional Studies

24.01.01 The Chairman of a Department or the Director of a School shall be appointed, in writing, by the Board on the recommendation of the President. A Chairman 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 in which the appointee holds his/her academic appointment.

24.01.02 Prior to making his/her recommendation to the Board, the President shall obtain a recommendation from the Department in Arts and Science or School in Professional Studies and advice from the Vice-President (Academic) and the Dean.

24.01.03 The Department in Arts and Science or the School in Professional Studies may decide, in a formal meeting, either:

(A) to recommend that the incumbent Chairman or Director be reappointed; or,

(B) to appoint a Nomination Committee pursuant to 24.01.04 or 24.01.05 with the responsibility of making a recommendation to the Department in Arts and Science or the School in Professional Studies.



24.01.04 The Nomination Committee for a Department Chairman in Arts and Science or a School Director in Professional Studies shall be composed of:

- (A) three faculty members holding tenured or probationary appointments if possible and not more than one from each rank if possible, elected by and from members of the Department or School;
- (B) the Chairman or Director of another, preferably cognate, Department or School, appointed by the Dean after consultation with the Department or School seeking a Chairman or Director; and,
- (C) the Dean of the Faculty who shall be the non-voting chairman 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 fulfill the numerical requirements of (A) above.

24.01.05 The Nomination Committee for a Chairman in Professional Studies shall be composed of:

- (A) three faculty members holding tenured or probationary appointments if possible and not more than one from each rank if possible, elected by and from members of the School;
- (B) the Director of the School; and,
- (C) the Dean of the Faculty who shall be the non-voting chairman of the Committee.

24.01.06 The Nomination Committee shall solicit nominations from members of the Department or School. If there is an approved vacancy in the Department or School, the Committee may advertise the position of Chairman 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 members of the Department or School 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. The Department or School 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 Department's or School's candidate shall be submitted to the President.

24.01.07 If the President endorses the Department's or School's candidate, he/she shall recommend such an appointment to the Board. The President may refuse to endorse the Department's or School's 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 or Director in a productive fashion. If the President does not endorse the Department's or School's candidate, he/she shall refrain from making a recommendation to the Board, and shall meet with the Department or School to advise it of these concerns prior to its consideration of alternate candidates.

- 24.01.08 When a temporary vacancy exists due to the absence of the Chairman or Director or when a vacancy cannot be filled for bona fide reasons, the President may appoint an Acting Chairman 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 Chairman or Acting Director has all the rights and responsibilities of a Chairman or Director.

24.02 Responsibilities of Department Chairmen in Arts and Science and School Directors in Professional Studies

- 24.02.01 The Chairman or Director provides academic leadership, represents the Department 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 within his/her Department or School, the Chairman or Director remains a scholar for whom teaching and research are also fundamental responsibilities.

The Chairman or Director is administratively responsible to the Dean.

- 24.02.02 The Chairman of a Department in Arts and Science or Director of a School in Professional Studies shall have the following particular responsibilities:

- (A) to provide leadership and co-ordination in the initiation and formulation of the Department's or School'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, students, and programs of the Department or School;

- (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 or School; and,
- (H) to carry out other responsibilities pursuant to this Agreement.

24.03 Responsibilities of Department Chairmen in Professional Studies

- 24.03.01 The Chairman provides academic leadership for his/her Department, and works to achieve progress and development in all matters affecting the academic life of the Department, the School, the Faculty, and the University.

Although responsible for communication, organization, and administration within his/her Department, the Chairman remains a scholar for whom teaching and research are also fundamental responsibilities.

The Chairman is administratively responsible to the Director of the School.

- 24.03.02 A Chairman of a Department in Professional Studies shall have the following particular responsibilities:

- (A) to provide leadership and co-ordination in the initiation, and formulation of the Department's policies within the framework of School, Faculty, and University policies, and in the planning and development of academic programs;
- (B) to ensure that regular Department meetings are called;
- (C) to present Departmental policies and programs to the School, Faculty Council, and Senate as appropriate for approval;
- (D) to represent the Department inside and outside the University;
- (E) to supervise the academic programs of the Department, the work of the faculty and staff in these programs, and the students enrolled in them;
- (F) to prepare budget estimates for submission to the Director and to administer authorized budgets;
- (G) to make known and administer University policies formulated by the Board, the Senate, the Faculty Council, or the School as they affect the Department; and,
- (H) to carry out other responsibilities pursuant to this Agreement.

- 24.04 In recognition of the administrative responsibilities of a Chairman or Director, due consideration shall be given to a reduction in his/her assigned teaching responsibilities.
- 24.05 A Chairman or Director or Acting Chairman 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 Department in Arts and Science or the School in Professional Studies by ballot vote at a formal meeting of the Department or School chaired by the Dean, shall be considered just cause.

#### ARTICLE 25: DISCIPLINARY MEASURES

- 25.01 Discipline of a member shall be only for just cause.

#### ARTICLE 26: GRIEVANCE AND ARBITRATION

- 26.01 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.

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

#### 26.03 Definitions

##### 26.03.01 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 19 (Renewal of Probationary Appointments), 20 (Tenure), or 21 (Promotion), except where the grievance alleges violation of discrimination under Article 4 or of the procedures established under Articles 19, 20, or 21, in which cases the grievance shall proceed as an ordinary grievance, commencing at Step III.

##### 26.03.02 Ordinary Grievance

An ordinary grievance shall be any dispute or difference (other than those defined in 26.03.01) arising out of the application, interpretation, administration, or alleged violation of the provisions of this Agreement.

##### 26.03.03 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.

26.04 The following grievances shall be filed at Step III (26.07.03) 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 26.03.01.

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.

#### 26.05 Time Limits

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

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

26.07 Steps of the Grievance and Arbitration Procedure

26.07.01 Step I: Informal Stage

A member should discuss informally a grievance with his/her Dean 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 and the member, be put in writing and countersigned by the member and the Dean. The member 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.

26.07.02 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. 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 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 and the grievor. In the event that the Association is not a signatory to the resolution, the Dean 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 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 26.07.02.

26.07.03 Step III: Grievance Officer

If the formal procedure described in 26.07.02 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 26.04, 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 26.07.02. 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.

26.07.04 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.

26.08 Arbitration Procedures

26.08.01 Within five days of receipt of the notice of intent to proceed to arbitration described in 26.07.04, 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 26.08.03, the parties shall name their nominees at this meeting.

26.08.02 The following five persons shall serve as arbitrators on a rotating basis:

1. Barton, Professor P.G. (London, Ontario)
2. Chapman, Jack (Winnipeg, Manitoba)
3. Kruger, Dean A.M. (Toronto, Ontario)
4. Simmons, Professor C.G. (Kingston, Ontario)
5. Teplitsky, Martin (Toronto, Ontario)

Except as specified in 26.08.03, 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.

- 26.08.03 Academic Status grievances, as described in 26.03.01, 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 26.08.02.
- 26.09 26.09.01 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.
- 26.09.02 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.
- 26.10 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.
- 26.11 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 of the Grievance Officer or the members.

#### ARTICLE 27: LAY-OFF OF MEMBERS FOR FINANCIAL REASONS

- 27.01 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.
- 27.02 When the President has reason to believe that the circumstances described in 27.01 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 Chairman. If the appointees cannot agree within ten days on a Chairman, a Chairman shall be appointed pursuant to 26.08.02.

- 27.03 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 27.01 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.
- 27.04 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.
- 27.05 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.
- 27.06 The Committee shall present its report to the President within 30 days of the naming of the Chairman. 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.
- 27.07 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.
- 27.08 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.

- 27.09 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.
- 27.10 There shall be no increase to the authorized establishment pursuant to 28.01 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 27.02 until the Board has determined what action will be taken on the recommendations made by the President pursuant to 27.07. 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 28: LAY-OFF OF MEMBERS FOR ACADEMIC REASONS

- 28.01 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.
- 28.02 Subject to 28.04, 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.

- 28.03 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 28.04 to 28.10 shall be implemented. The onus of proof shall be on the Board to establish that an exceptional academic reason exists.
- 28.04 When the Board believes that an exceptional academic reason as set out in 28.03 exists and that adjustments to the authorized establishment of a Department/School are necessary and the measures 28.02 have not and can not 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 Chairman, the Chairman 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.
- 28.05 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.
- 28.06 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 29.03. 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.
- 28.07 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.

- 28.08 Lay-off for academic reasons shall not occur until all reasonable alternative means of making the necessary reduction (as described in 28.02) have been considered and implemented as far as is reasonably practicable.
- 28.09 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.
- 28.10 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 28.07. 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.
- 28.11 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.

#### ARTICLE 29: PROCEDURE FOR LAY-OFF PURSUANT TO ARTICLES 27 AND 28

- 29.01 Within Departments or Schools which have been identified pursuant to the procedures outlined either in Article 27 or Article 28 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.
- 29.02 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.

- 29.03 In order to preserve the primacy of the University's academic function, the sequence of lay-offs outlined in 29.01 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 29.01 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.
- 29.04 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.
- 29.05 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 months' notice in writing.
- 29.06 At the Board's discretion, members being laid-off may be given payment in lieu of notice.
- 29.07 In addition to the notice or payment in lieu of notice described in 29.04 and 29.06 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.

29.08 In addition to the notice or payment in lieu of notice described in 29.05 and 29.06 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.

29.09 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.

29.10 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 27 or Article 28.

29.11 Laid-off members shall retain their recall rights as provided for in 29.12 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.

29.12 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.

- 29.13 The order of right to be recalled shall be the reverse of the lay-off.
- 29.14 A laid-off member shall have one month in which to accept an offer of re-employment as provided for in 29.11 and 29.12 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.
- 29.15 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 he/she continued to occupy his/her former position.
- 29.16 Any member who rejects an offer of a position as provided for in 29.12 or who fails to respond within the one month provided for in 29.14 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.
- 29.17 A member who, pursuant to 29.11, 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.
- 29.18 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.
- 29.19 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.
- 29.20 Laid-off members shall retain seniority, tenure and academic rank rights as at the time of lay-off after accepting reappointment at the University.
- 29.21 Lay-off shall not be treated, described, or recorded as dismissal for cause.

#### ARTICLE 30: RETIREMENT, RESIGNATION, AND CLEARANCE UPON TERMINATION

##### 30.01 Retirement

The normal retirement date shall be either December 31st or June 30th whichever is coincident with or immediately follows a member's 65th birthday. The Board, at its discretion, may agree to postpone a member's retirement.

### 30.02 Early Retirement

A member who has not attained his/her 55th birthday may apply for early retirement by giving six months' notice in writing to his/her Dean. Early retirement in such cases shall be granted at the discretion of the Board. A member who is at least 55 years of age or who has twenty-five years of service to the University may elect to retire early, but must give six months' notice in writing to his/her Dean. The effective date of such retirement shall be 30 June.

### 30.03 Resignation

A member may resign effective 30 June of any year by giving five months' written notice to his/her Dean. 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.

### 30.04 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, fulfillment 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 31: SALARIES

### 31.01 Regular Salary

31.01.01 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. 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 33 shall be pro-rated on the basis of his/her Regular Salary.

31.01.02 Regular Salaries shall be adjusted annually, and the adjusted salaries shall take effect as of 1 July. 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.



31.01.03 The scale increment shall be a percentage increase applied to the salary floor of each rank and to the Regular Salaries of all members within the rank.

31.01.04 A career development increment (CDI) shall be awarded annually for satisfactory performance of a member's responsibilities. Satisfactory performance shall be measured against the criteria by rank established in Article 21. One-half or all of a CDI may be withheld if a member's performance of his/her responsibilities has been unsatisfactory. The first withholding shall be for one-half of the CDI. Any decision to withhold one-half or one 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 one-half or one CDI shall be made by the President after consultation with the Vice-President (Academic) and Dean, who shall have discussed the matter with the member's Chairman (Arts and Science)/Director (Professional Studies) unless he/she is the member concerned.

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 one-half or all of the CDI withheld.

31.01.05 A merit increment may be awarded for exceptional performance in teaching, research or other scholarly activities, or outstanding involvement in departmental, Faculty, or University affairs. Exceptional performance will be recognized when the faculty member's contribution to teaching, research and other scholarly activities is clearly beyond the measurement for satisfactory performance as described in Article 31.01.04. A merit increment shall be in the form of an additional Career Development Increment to be included in the member's Regular Salary. Consideration for a merit increment may be initiated by the member, by his/her Chairman, Director, or Dean, by the Vice-President (Academic), or by the President.

Ten percent (rounded to the next higher whole number) of the full-time tenured members in each Faculty shall be awarded merit increments in each year. No person is eligible to receive a merit increment in two successive years.

The decision to award merit shall be made by the President after consultation with the Vice-President (Academic) and Dean, who shall have consulted with each Chairman (Arts and Science)/Director (Professional Studies).

The President shall advise the member in writing 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.

31.01.06 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 and experience at other Ontario universities (External Anomalies). The amount allocated for such adjustments shall be equal to or multiples of \$500 added to the member's Regular Salary. 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.

Consideration for anomaly adjustments to salary may be initiated by the member, by his/her Chairman (Arts and Science)/Director (Professional Studies) or Dean, by the Vice-President (Academic) or by the President. The decision to make anomaly adjustments shall be made by the President after consultation with the Vice-President (Academic) and Dean who shall have discussed the matter with the member's Chairman (Arts and Science)/Director (Professional Studies) unless the he/she is the member concerned. The President shall advise the member in writing of an anomaly adjustment and of the reason for the decision, and shall inform the Association in writing of the members receiving anomaly adjustments and of the reason for each adjustment.

- 31.01.07 When a member is promoted to a higher rank, his/her total salary increment for that year shall be the greater of:
- (A) the amount required to raise the salary to the floor of the new rank; or,
  - (B) the increase which would have been received without promotion plus one additional career development increment.
- 31.01.08 For each rank there shall be a salary ceiling, which shall be determined each year as follows:
- (A) for the rank of professor, 2.5 times the floor of the Assistant Professor rank;
  - (B) for the rank of Associate Professor, 2.25 times the floor of the Assistant Professor rank;
  - (C) for the rank of Assistant Professor, the floor of the Professor rank; and
  - (D) for the rank of Lecturer, the floor of the Associate Professor rank.

No member's salary shall exceed the ceiling for his/her rank, except a member who is a Professor may exceed the ceiling of his/her rank as a result of a merit increase pursuant to Article 31.01.05.

31.01.09 Members salaries shall be paid semi-monthly effective 1 July 1992.

31.02 Payment for Overload, Distance Education, Off-Campus, and Part-Time Teaching

31.02.01 For each full-time equivalent 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 or by a member who is a Sessional Lecturer, he/she shall receive a total payment (including vacation pay) equal to seventeen percent of the Assistant Professor's floor. For teaching a credit course which is less than a full-time equivalent, a member shall receive a pro-rated payment.

31.02.02 For each full-time equivalent credit course taught by a full-time member at an off-campus location which is a minimum of one hundred and twenty kilometres from the University, he/she shall receive an inconvenience allowance of \$1,150. This amount will be pro-rated for a credit course which is less than a full-time equivalent.

31.02.03 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.

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

(A) Seventeen percent of the Assistant Professor floor for work to develop a distance education course where the work is equivalent to teaching one course by normal teaching methods.

(B) For delivery, 4.5% of the Assistant Professor floor plus \$130 per student over 10 students to a maximum of 17% of the Assistant Professor floor.

31.03 Stipends for Chairmen and Directors

31.03.01 Members who are Chairmen of Departments or Directors of Schools shall receive an administrative stipend based on their administrative load. The stipend shall be

	<u>Stipend</u>	<u>Professional Allowance</u>	<u>Total</u>
Less than eight full-time faculty members	\$ 825	\$ 500	\$ 1325
Eight to fifteen inclusive full-time faculty members	\$ 1155	\$ 500	\$ 1655
Sixteen or more full-time faculty members	\$ 1485	\$ 500	\$ 1985

31.03.02 An Acting Chairman or Acting Director appointed pursuant to 24.01.08 shall receive the stipend in lieu of the Chairman/Director for each full month served in excess of the first month.

31.04 1990/91 Salary Adjustments for Members on Staff as of 30 June 1990

31.04.01 The scale increment shall be 5.0%.

31.04.02 The Career Development Increment shall be:

(A)	Professor	\$2,240
(B)	Associate Professor	\$1,835
(C)	Assistant Professor	\$1,315
(D)	Lecturer	\$1,125

31.04.03 A special adjustment equal to 1.0% of the member's regular salary as at 30 June 1990 shall be added to all regular salaries 1 January 1991.

31.04.04 A merit fund shall be established for distribution pursuant to 31.01.05.

31.04.05 An anomaly fund not to exceed \$35,000 shall be established for distribution pursuant to Letter of Understanding - Faculty Employment Equity Policy herein.

31.04.06 Notwithstanding 31.01.03 the 1990/91 floors and ceilings shall be:

(A)	Professor	\$55,990 - \$88,815
(B)	Associate Professor	\$44,555 - \$79,930
(C)	Assistant Professor	\$35,525 - \$55,990
(D)	Lecturer	\$30,105 - \$44,555

31.05 1991/92 Salary Adjustments for Members on Staff as of 30 June 1991

- 31.05.01 The scale increment shall be 4% or if the percentage increase in the all items Consumer Price Index for Canada (CPI) for the 12-month period ending 30 April 1991 exceeds 4%:
- (A) in the case that the excess is no more than 1%, the scale increment shall be 4% plus the excess; or
  - (B) in the case that the excess is greater than 1%, the scale increment shall be 5% plus 1/2 the difference between the CPI and 5%, but the scale increment shall not exceed 7%.
- 31.05.02 The Career Development Increment shall be:
- |     |                     |         |
|-----|---------------------|---------|
| (A) | Professor           | \$2,440 |
| (B) | Associate Professor | \$2,000 |
| (C) | Assistant Professor | \$1,435 |
| (D) | Lecturer            | \$1,225 |
- 31.05.03 A special adjustment equal to 1.0% of the member's regular salary as at 30 June 1991 shall be added to all regular salaries 1 July 1991.
- 31.05.04 A merit fund shall be established pursuant to 31.01.05.
- 31.05.05 An anomaly fund of \$15,000 shall be established for distribution pursuant to 31.01.06.
- 31.05.06 Notwithstanding 31.01.03 the 1991/92 floors and ceilings shall be
- |     |                     |                     |
|-----|---------------------|---------------------|
| (A) | Professor           | \$58,790 - \$93,250 |
| (B) | Associate Professor | \$46,780 - \$83,925 |
| (C) | Assistant Professor | \$37,300 - \$58,790 |
| (D) | Lecturer            | \$31,610 - \$46,780 |

31.06 1992/93 Salary Adjustments for Members on Staff as of 30 June 1992

- 31.06.01 The scale increment shall be 4% or if the percentage increase in the all items Consumer Price Index for Canada (CPI) for the 12-month period ending 30 April 1992 exceeds 4%:
- (A) in the case that the excess is no more than 1%, the scale increment shall be 4% plus the excess; or,
  - (B) in the case that the excess is greater than 1%, the scale increment shall be 5% plus 1/2 the difference between the CPI and 5%, but the scale increment shall not exceed 7%.

31.06.02 The Career Development Increment shall be:

- |     |                     |         |
|-----|---------------------|---------|
| (A) | Professor           | \$2,635 |
| (B) | Associate Professor | \$2,160 |
| (C) | Assistant Professor | \$1,550 |
| (D) | Lecturer            | \$1,325 |

31.06.03 A special adjustment shall be added to all regular salaries 1 January 1993 based upon the following determination:

- (A) Using Statistics Canada Data - Table 1 to determine the average salary by rank for each of the following universities: Brock, Carleton, Guelph, Laurentian, McMaster, Ottawa, Queen's, Trent, Laurier, Waterloo and Western.
- (B) Calculate the average, by rank, of the noted universities.
- (C) For each rank, calculate the difference of the Lakehead University average salary for that rank to 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 1/2 of the percentage (if positive) as determined in (D) above for his/her rank, subject to a maximum of 2.0%.

31.06.04 A merit fund shall be established for distribution pursuant to 31.01.05.

31.06.05 An anomaly fund of \$10,000 shall be established for distribution pursuant to 31.01.06.

31.06.06 Notwithstanding 31.01.03 the 1992/93 floors and ceilings shall be

- |     |                     |                     |
|-----|---------------------|---------------------|
| (A) | Professor           | \$61,730 - \$97,910 |
| (B) | Associate Professor | \$49,120 - \$88,120 |
| (C) | Assistant Professor | \$39,165 - \$61,730 |
| (D) | Lecturer            | \$33,190 - \$49,120 |

## ARTICLE 32: EMPLOYMENT BENEFITS

### 32.01 Insurance and Pension

32.01.01 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 \$200,000 coverage and effective 1 January 1991 a maximum of \$250,000.
- (C) the University Long Term Disability Insurance Plan;
- (D) the University Pension Plan;
- (E) the University Dental Plan; and
- (F) the University Vision Care Plan.

- 32.01.02 The Board shall pay one hundred percent of the applicable premium costs for a member's coverage under the plans specified in 32.01.01 (A), (B), (E) and (F) and the member shall pay one hundred percent of the applicable premium costs for his/her coverage under 32.01.01 (C).
- 32.01.03 The Board shall contribute to the integrated University Pension (or to the Ontario Teacher's Superannuation Plan for faculty members who as of 30 June 1985 were employed by the Board and enrolled in that plan) and Canada Pension Plans an amount which is at least equal to the total of the required contributions made each year by all members.
- 32.01.04 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.
- 32.01.05 Members shall be notified in writing of any non-trivial amendments to the current plans referred to in 32.01.01 (A), (B), (C), (D), (E) and (F).
- 32.01.06 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 32.01.01 (A) and (E).
- 32.01.07 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 therefor sums of money equivalent to those being paid at the date of such unavailability or discontinuance.

## 32.02 Statutory Holidays

- 32.02.01 The Board recognizes the following as paid holidays: New Year's Day; Good Friday; Easter Monday; Commonwealth Day; Dominion 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.

32.03 Vacations

- 32.03.01 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. 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.
- 32.03.02 After consultation with his/her Chairman (Arts and Science)/Director (Professional Studies) 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.
- 32.03.03 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 bases of unused credits for the current year.

32.04 Moving Expenses

- 32.04.01 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.
- 32.04.02 Copies of the policy, which describes the acceptable types of expenses and allowable maxima, are available from the Department of Human Resources upon request.

32.05 Waiver of Tuition

- 32.05.01 It is the policy of the Board to assist members in meeting educational expenses for members, their spouses and dependents attending Lakehead University.
- 32.05.02 A member with a full-time appointment who enrolls in a regularly-scheduled University course for academic credit shall have one hundred percent of the applicable tuition fee waived. A member with an appointment as a Sessional Lecturer who enrolls in a regularly-scheduled University course for academic credit shall have fifty percent of the applicable tuition fee waived. Such member, whether full-time or Sessional, shall be responsible for all incidental (i.e. lab, field trip, etc.) and activity fees related to that course.



- 32.05.03 A dependent, as defined by the Canada Income Tax Act, or the spouse of a member with a full-time appointment, who enrolls in a regularly-scheduled University course for academic credit shall have one hundred percent of the applicable tuition fee waived, but shall be responsible for all incidental (i.e. lab, field trip, etc.) and activity fees related to that course.
- 32.05.04 In order to obtain a waiver of tuition fees a member must complete the appropriate application form and obtain authorization from his/her Dean.
- 32.05.05 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.
- 32.05.06 A spouse and/or dependent of a member who dies will continue to be eligible for the waiver to tuition benefit until he/she has completed the course(s) in which he/she is enrolled and for two additional academic years.

#### 32.06 Professional Allowance

- 32.06.01 The Board shall pay in January 1991 an allowance of \$600; in January 1992 an allowance of \$800; in January 1993 an allowance of \$1000 to each member who has a full-time appointment for professionally-related expenditures made by the member.
- 32.06.02 The Board shall pay an allowance of \$125 in 1990/91; \$150 in 1991/92; \$160.00 in 1992/93 at the time of their first cheque to each member who has a Sessional Lecturer appointment for professionally-related expenditures made by the member.
- 32.06.03 Expenses eligible as provided in 32.06.01 and 33.06.02 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 and scholarly activities;
  - (D) registration fees for the member to attend a scholarly conference;
  - (E) travel including transportation, food, and accommodation (subject to University travel policies) for the member to attend relevant scholarly 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.

- 32.06.04 Supporting original receipts shall be submitted annually by the member to Revenue Canada in support of the taxable benefit allowance paid under 32.06.01 or 32.06.02., if required.

### ARTICLE 33: LEAVES OF ABSENCE

#### 33.01 Sabbatical Leave

- 33.01.01 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.
- 33.01.02 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 33.01.06, 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;
  - (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.
- 33.01.03 A member seeking Sabbatical Leave shall submit a written application to the Dean by 1 October 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.
- 33.01.04 The President shall notify the applicant in writing and before 15 December 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 application may cancel the Leave by notifying

the President in writing no later than 31 January, after which a requested cancellation by the member may be granted at the discretion of the President.

- 33.01.05 A Sabbatical Leave is for a period of twelve months, commencing on 1 July, or for a period of six months, commencing on either 1 July or 1 January. No portion of the academic year in which a Sabbatical Leave is taken shall count toward the years of eligibility entitlement pursuant to 33.01.02. A Sabbatical Leave includes the appropriate vacation entitlement proportional to the length of the Leave.
- 33.01.06 A member who takes a twelve-month Sabbatical Leave shall receive 80% of his/her Regular Salary. Effective 1 July 1991, a member who takes a twelve-month Sabbatical Leave shall receive 82.5% of his/her Regular Salary. Effective 1 July 1992, 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 per cent 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 should be submitted to the Department of Human Resources.
- 33.01.07 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.
- 33.01.08 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.
- 33.01.09 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.
- 33.01.10 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 six years full-time service, but such leaves are considered not to break the continuity of years accumulated.
- 33.01.11 Members on Sabbatical Leave shall continue to be members of the bargaining unit and shall continue to have dues deducted from their salaries.
- 33.01.12 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.

- 33.01.13 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.
- 33.01.14 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.

### 33.02 Study Leave

- 33.02.01 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.
- 33.02.02 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.
- 33.02.03 A member seeking Study Leave shall submit a written application to the Dean by 1 October of the year immediately preceding the academic year for which the Leave is requested. Applications may be accepted after 1 October 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.
- 33.02.04 The President shall notify the applicant in writing and before 15 December 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 31 January, after which a requested cancellation by the member may be granted at the discretion of the President.
- 33.02.05 Study Leave periods may vary. Vacation entitlement shall be proportional to the length of the Leave.
- 33.02.06 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. 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.

- 33.02.07 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.
- 33.02.08 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.
- 33.02.09 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.
- 33.02.10 Members on Study Leave shall continue to be members of the bargaining unit and shall continue to have dues deducted from their salaries.
- 33.02.11 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 33.02.06, 33.02.07, and 33.02.08.
- 33.02.12 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.
- 33.02.13 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 Chairman/Director.

### 33.03 Leaves of Absence Without Pay

- 33.03.01 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.
- 33.03.02 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.
- 33.03.03 If the member's application for Leave of Absence Without Pay satisfies the requirements of 33.03.02, the granting of such leave shall be subject to the provision that the Department/School and the Dean can make satisfactory arrangements, which may include the appointment of a replacement, to cover the member's responsibilities to the University.
- 33.03.04 A member desiring Leave of Absence Without Pay shall apply in writing to the Dean with a copy to the Chairman (Arts and Science)/Director (Professional Studies) 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.
- 33.03.05 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.
- 33.03.06 A member taking Leave of Absence Without Pay for the reasons listed under 33.03.02(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 33.03.02(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.
- 33.03.07 While on Leave of Absence Without Pay, the member is responsible for the payment of his/her union dues directly to the Association.

33.04 Other Leaves33.04.01 Maternity/Paternity/Adoption Leave

(A) A member who becomes pregnant shall notify her Department Chairman (Arts and Science)/Director (Professional Studies) and Dean of the pregnancy at least three months prior to the expected date of delivery. Members are entitled to seventeen weeks maternity leave, which may commence at any time during the eleven weeks prior to the expected date of delivery and which shall continue at least six weeks after the date of actual delivery unless the member provides the Dean with a certificate from a qualified physician stating that her health will permit her to perform her usual duties.

(B) A member who has held a probationary or tenured appointment for at least 12 months shall for a 17-week period have her Maternity Leave benefits under the Unemployment Insurance Act topped up to 95% of the member's regular salary.

Maternity Leave with supplemental salary is granted on the understanding that the member shall return to the University. In the event that a member is unwilling or unable to make the commitment to return to the University following her Leave or cannot fulfill the requirements above, Maternity Leave shall be taken without pay. Any member who tenders her resignation pursuant to 31.03 prior to such Leave shall not be eligible for the top up benefit.

(C) A member who is the primary caregiver is entitled to four weeks paid leave for adoptive parental care if the child at the time of adoption is under 12 months of age; otherwise the leave shall be for a period of 5 days. The non-primary caregiver member is entitled to 5 days paid leave.

(D) A male member is entitled to 5 days paid leave within two weeks of birth.

(E) A member taking paternity or adoption leave shall give the Chairman (Arts and Science)/Director (Professional Studies) as much advance notice as possible of the taking of the leave and shall be responsible for arrangements to cover his/her absence. A member shall confirm in writing to the Dean the duration and reasons for such leave upon his/her return to the University.

(F) A member who is on any other form of approved leave, whether paid or unpaid, is not eligible for paternity or adoption leave.

(G) The Dean may authorize unpaid extensions to maternity/paternity/adoption leaves.

33.04.02 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 Chairman (Arts and Science)/Director (Professional Studies) as soon as possible after receiving notification of being called, and shall supply the Dean with a copy of the summons. The member and the Department shall make alternate arrangements to meet his/her teaching 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.

33.04.03 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 bereavement in his/her family. An additional two days of paid leave may be granted by the Dean in cases of demonstrated need. The member shall notify his/her Chairman (Arts and Science)/Director (Professional Studies) or Dean when Compassionate Leave is required, and shall confirm in writing to the Dean 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.

33.04.04 Sick Leave: In the event of an illness or accident 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. 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. Any Workmen's Compensation benefits or similar disability income benefits derived from a governmental or University plan which the member receives while on Sick Leave shall be remitted to the Board. 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 and/or to return to work. A member who is absent from work due to illness shall notify his/her Chairman (Arts and Science)/Director (Professional Studies) as soon as possible of such absence and, upon returning to work, shall notify the Chairman (Arts and Science)/Director (Professional Studies) and the Dean in writing of the duration of such absence.

33.04.05 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, subject to subsisting collective agreements, 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.

- 33.04.06 Partial Leave: A member may apply for a Partial Leave with reduced workload and pro-rated salary and benefits. The terms of the Partial Leave, including the details of the reduced workload and pro-rated salary and benefits, shall be arranged and agreed to by the member, his/her Chairman (Arts and Science)/Director (Professional Studies) and the Dean, and shall require the written approval of the President. Normally a Partial Leave shall be for a period of not less than one full academic term. 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.
- 33.04.07 Political Leave: A tenured member 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 a written request for either a partial or full-time leave from his/her teaching and other scheduled responsibilities. The granting of such leave shall be subject only to the provision that the Department/School and the Dean 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 33.04.06 will apply in the case of a Partial Leave granted for such purpose. A tenured member 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, 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.

ARTICLE 34 - PATENTS AND COPYRIGHTS34.01 Patents

In interpreting 34.01, 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 34.01 shall include any device, machine, or process.

- 34.01.01 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 patentability of such results. A member has the unqualified right to publish such results.
- 34.01.02 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 arising from them shall be the sole property of the member.
- 34.01.03 A member shall give notice to the Board in writing of any patent application 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 a patent application within the prescribed three month period shall maintain the Board's rights under 34.01.03 until such notification.
- 34.01.04 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 patented 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 patent searches, patent applications, patent application prosecution, and maintenance of patent protection in Canada and in other countries.

- 34.01.05 A member may, at his/her sole discretion, make his/her own arrangements for an application for patent at his/her own expense, subject to 34.01.03 and 34.01.04.
- 34.01.06 A member may, at his/her sole discretion, prepare and process an application for patent through any agency with which the Board has an agreement, subject to 34.01.03 and 34.01.04. 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 34.01.03 and 34.01.04.

- 34.01.07 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.
- 34.01.08 Any revenue that the Board may receive under 34.01.04 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 in Arts and Science or the School in Professional Studies 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.

#### 34.02 Copyrights

Intellectual property, as used in 34.02 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.

- 34.02.01 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, 16.02.02, 13.03, or 22.02.01 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.

- 34.02.02 The Board shall hold copyright with respect to the original purpose of any written information produced by a member pursuant to 16.02.06, and of any assessment, grading, report, or correspondence produced in his/her normal administrative duties pursuant to 16.04.

- 34.02.03 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, 16.02.02, 13.03, or 22.02.01.

- 34.02.04 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.

- 34.02.05 The Board has the right to use the package of material developed by a member for a distance education course without change and for its original purpose.

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.

- 34.02.05.01 The member who holds copyright in such material may, at any time 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 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 pursuant to 16.02.01, 16.02.02, 13.03, or 22.02.01. At the time the

development of a distance education course 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.

34.02.05.02 At the time a distance education course 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.

34.02.05.03 The member who holds copyright in the package of 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 and the member shall receive \$50 for each student permitted by such agencies to use such material. 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 for distance education initiatives, the Board may grant to the Province 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.

34.02.06 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 34.02 and 34.03 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 34.02 and 34.03 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.

34.02.07 When a member or a former member dies, his/her estate shall assume all rights and responsibilities for copyright works under 34.02 and 34.03.

#### 34.03 Transfer of rights and responsibilities

34.03.01 Where the Board or a member holds a right or interest in a patented 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 34.

34.03.02 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 34. Any such agreement made contrary to this provision shall not apply to any member except with his/her consent in writing.

### ARTICLE 35: DURATION

- 35.01 This Agreement comes into effect on 1 July 1990 and expires on 30 June 1993, subject to 35.03. The provisions of this Agreement supersede any and all previous provisions and arrangements.
- 35.02 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.
- 35.03 This Agreement shall remain in full force and effect until a new agreement has been reached or until the conciliation process prescribed under the Ontario Labour Relations Act has been completed and a legal strike or lockout is declared.

### ARTICLE 36: NO STRIKES OR LOCKOUTS

- 36.01 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.

LETTER OF UNDERSTANDING: A  
PENSION PLAN

This letter confirms the Board's commitment to work with the Association through the Joint Benefits Committee to improve pension benefits for the members of the pension plan.

Subject to the approval of the Pension Commission of Ontario and Revenue Canada, the Board and the Association are proposing that:

1. The existing defined benefit plan be amended to a defined contribution plan retroactive to the inception of the pension plan in 1965.
2. The defined contribution pension plan provide a minimum retiring benefit which can be modified in respect of service occurring after the date of modification. The said minimum benefit shall be equal to the benefits provided under the existing defined benefit plan.
3. The Board's liability with respect to the defined contribution pension plan be limited to its present rate of contribution and any requirement for additional contributions if there is an unfunded liability, as set out in the proposed plan.
4. Public meeting(s) of members shall be held to explain the proposed changes and provide an opportunity for approval before formal amendments are presented to the Pension Commission of Ontario and Revenue Canada.
5. A Pension Board be appointed to administer the revised plan and have the authority to do all things that are necessary and appropriate with respect to the management of the plan.
6. The Pension Board shall consist of two members of the faculty (Bargaining Units #1 and #2), one pensioner, one member of non-faculty staff, and two persons chosen by the Board of Governors.

In the event the proposed amendments are not approved by the Pension Commission of Ontario, Revenue Canada, the Board of Governors, and members of the plan, the Joint Benefits Committee shall be the body to propose and negotiate further amendments that will provide improved benefits, subject to the Board of Governors and plan members being apprised of the proposed amendments before the amendments are submitted to the Pension Commission of Ontario and Revenue Canada. In the event that plan amendments are adopted which do not utilize all monies in the Pension Fund, the use of these monies shall be subject to the approval of the members of the plan and the rules and regulations of the Pension Commission of Ontario and Revenue Canada.

**LETTER OF UNDERSTANDING: B**  
**VOLUNTARY EARLY RETIREMENT PLAN**

As part of the effort to enhance members' options for retirement, the parties agree to work through the Joint Benefits Committee to design a comprehensive, Voluntary Early Retirement Plan. The Committee shall endeavour to provide a recommendation to the Board of Governors and the Faculty Association membership by December, 1990. The Joint Benefits Committee will aim at establishing a plan which is cost neutral.



LETTER OF UNDERSTANDING: CPUBLIC LIABILITY INSURANCE

The University shall maintain the present public liability insurance insuring among others, members who are acting within the scope of their employment, against liability claims (including negligence, property damage, personal injury, libel and slander) up to a limit of one million dollars (\$1,000,000).

**LETTER OF UNDERSTANDING: D**  
**FACULTY EMPLOYMENT EQUITY POLICY**

Both parties recognize that the Faculty Employment Equity Policy prescribes that there shall be no salary differentials based on gender bias. The Board in consultation with the Joint Committee on Faculty Employment Equity shall determine whether such anomalies exist and to provide adjustments under 31.01.06 and 31.04.05.

**LETTER OF UNDERSTANDING: E**  
**PROFESSIONAL AND EMPLOYEE BENEFITS**

The Board agrees to (1) review the Long-Term Disability Plan, (2) amend, effective July 1, 1991, the University Dental Plan to cover crowns and bridges with a \$1500 maximum coverage per year based on 50% of the additional premium cost being borne by the Board.

**LETTER OF UNDERSTANDING: F**

**PAY EQUITY**

Both parties hereby agree that Unit #1 of the Lakehead University Faculty Association is one, male-dominated job class under the Pay Equity Act of Ontario and the necessary declarations and sign-offs will be made to meet the requirements of the Pay Equity Act of Ontario.

LETTER OF UNDERSTANDING: GLEGAL INDEMNIFICATION

Both parties shall endeavour to develop a policy by June 30, 1991 to address the indemnification of members for legal expenses as a result of charges for an offence in respect of actions arising in the normal course of his/her employment. The policy should address a process, the types of offences to be included, and other related matters.

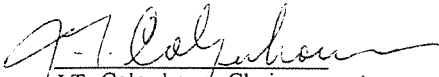
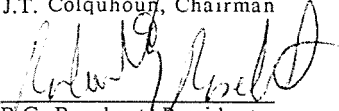


THIS COLLECTIVE AGREEMENT

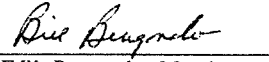
SIGNED AT THUNDER BAY


this 26th day of the month of July, 1990

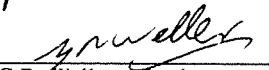
for the BOARD OF GOVERNORS  
OF LAKEHEAD UNIVERSITY

  
J.T. Colquhoun, Chairman  
  
R.G. Rosehart, President

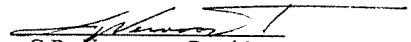
  
F. L. Poulter  
Chief Negotiator

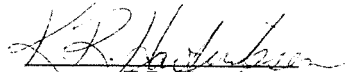
  
F.W. Bragnalo, Member  
Negotiating Committee

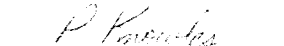
  
J.H.M. Whitfield, Member  
Negotiating Committee

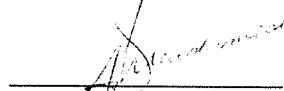
  
G.R. Weller, Member  
Negotiating Committee

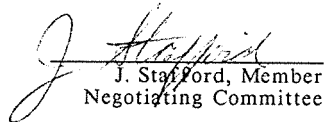
for LAKEHEAD UNIVERSITY  
FACULTY ASSOCIATION, UNIT #1

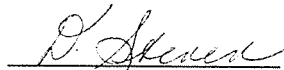
  
G.R. Vervoort, President

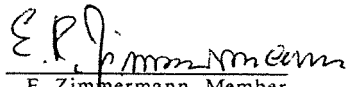
  
K.R. Hartviksen,  
Chief Negotiator

  
P. Knowles, Member  
Negotiating Committee

  
A.D. Macdonald, Member  
Negotiating Committee

  
J. Stafford, Member  
Negotiating Committee

  
D. Steven, Member  
Negotiating Committee

  
E. Zimmermann, Member  
Negotiating Committee

## 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 all matters covered by the Agreement, and it should not be construed to affect the meaning of any portion of the Agreement.

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