



Collective Agreement
between
The University of Western Ontario
and
The University of Western Ontario
Faculty Association

July 1, 2002 - June 30, 2006

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TABLE OF CONTENTS

Definitions	1
Academic Fraud and Misconduct	3
Academic Freedom	6
Academic Responsibilities of Members	8
Alternative Workload	12
Annual Performance Evaluation	16
Appointments	25
Association Dues	41
Association Rights	42
Basic Scientists in Clinical Departments	44
Closure or Reorganization of an Academic Unit	47
Compensation and Benefits	50
Conflict of Interest and Conflict of Commitment	63
Copies of the Agreement	66
Copyright	67
Court Leave	70
Deferred Salary Leave	71
Department Chairs and Directors of Schools	73
Discipline	79
Duration of the Agreement	83
Education Leave	84
Elected Public Office Leave	86
Emergency Suspension	87
Employment Equity	88
Entry or Return of Academic Administrators to the Bargaining Unit	91
Exchange Leave	92
Financial Emergency	94
Grievance and Arbitration	98
Health and Safety	103
Implications of Technology	105
Income Security	108
Information	112
Institutional Performance Indicators	115
Intellectual Property	116
Joint Committee	128
Leave of Absence	129
Liability Insurance	130
Management Responsibilities	131
Non-Discrimination and Harassment	132
No Strike or Lock-Out	140
Official File	141
Pregnancy, Parental and Adoption Leave	145
Privacy	150
Professional Expense Reimbursement	151
Promotion and Tenure	153
Recognition	165
Reduced Responsibility	166
Retirement and Resignation	169
Sabbatical Leave	172
Transition Provisions	176
Use of Facilities and Services Provided by Third Parties under License or Contract	177
Vacations and Holidays	178
Working Conditions	179
Workload	182
Letters of Understanding A-G	189
Appendices A-G	201

DEFINITIONS

Academic Colleague shall be as defined in Appendix F.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Definitions

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

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

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

ACADEMIC FRAUD AND MISCONDUCT

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

Academic Fraud and Misconduct

- (i) undertake that research, particularly research involving the company's products or those of its direct competitors;
- (ii) to provide research-related materials or services.

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

Retention of Research and Scholarly Materials

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

Procedures

- 4. No finding of fraud or misconduct in Research shall be made in any investigation, and no Member shall be disciplined for fraud or misconduct in Research, when the Member through no fault of his or her own cannot reasonably defend against the allegation(s) because the means of proof is no longer available. Any and all disciplinary measures shall be in accord with the provisions of the Article Discipline.
- 4.1 All Members involved shall have the right to receive assistance and representation from the Association, as the Association deems appropriate.
- 4.2 An allegation of fraud or misconduct in academic research and scholarly activity shall be made in writing, signed and dated by the person making the allegation and forwarded to the Provost. The written allegation shall be sufficiently detailed to permit investigation and response. The Provost may refer the allegation to a designate.
- 4.3 The Provost or designate shall investigate the allegation(s) promptly in accord with the provisions of the Article Discipline.
- 4.4 No person consulted by any party concerning the case shall be appointed an Arbitrator in any Grievance arising from these allegations.
- 4.5 If the Employer decides after investigation not to take disciplinary action against the accused Member or if an Arbitrator or Arbitration Board decides in his or her favour, the Employer shall remove all documentation concerning the allegation from the Member's Official File and shall, at the sole discretion of the Member, destroy the documentation or transfer it to the Member, except that the Employer shall retain any arbitration report which shall be deemed to be a public document.

- 4.6 The Employer shall endeavour to:
- a) restore and protect the reputation and credibility of a Member wrongfully accused of fraud or misconduct in Research, including, but not limited to, written notification of the decision to all agencies, publishers or persons who were informed by the Employer of the investigation;
 - b) protect the rights, position and reputation of a Member who in good faith makes an allegation of fraud or misconduct in Research, or whom it calls as a witness in an investigation. Such protection shall include the provision of legal counsel and the payment of legal and related costs should the Member be sued for his or her participation in any investigation or in arbitration proceedings;
 - c) minimize disruption to the Research of the Member making the allegation and of any third Party whose research may be affected by the securing of evidence relevant to the allegation during the course of the investigation; and
 - d) ensure that any substantial disruption to Teaching, Research and Service resulting from allegations of fraud or misconduct does not adversely affect future decisions concerning the careers of those referred to in a) and c) above.
5. The Employer shall, where practicable, take such disciplinary action as it deems appropriate against any person who makes allegations of fraud or misconduct in Research which are reckless, malicious or not in good faith.
6. If the Employer's investigation or the Arbitrator or Arbitration Board sustains an accusation of fraud or misconduct in Research, and if that Research is funded by an outside agency or has been published or submitted for publication, the Provost shall inform the agency or publisher concerned of the decision, as well as the Association and the complainant and respondent. In any event, if the outside agency or publisher has been informed of the proceedings before a judgment has been rendered, the Provost shall send a copy of the decision of the Employer to the agency or publisher concerned.

ACADEMIC FREEDOM

1. The essential functions of a university are the pursuit, creation and dissemination of knowledge through Research and other scholarly and creative activities, and by Teaching. Academic Freedom is essential to these functions and ensures the right of Members to teach, investigate and speculate, and/or to create or perform works of art, without deference to prescribed doctrine. Furthermore, universities are communities in which the right to criticize all aspects of society is valued and respected. These rights are to be understood as central to the protection of the public interest and the pursuit of truth.
2. Academic Freedom specifically entails, but is not necessarily limited to, the right to:
 - a) conduct Research and to publish the results thereof in media, and according to a schedule, deemed appropriate by the Member(s) concerned, subject to the provisions of any contract with a third party that imposes a delay on the publication of the Member's Research. Any contractual arrangement concerning Research shall comply with standards of research conduct that membership in a professional body may impose on that Member, with the Articles *Intellectual Property* and *Academic Responsibilities of Members*, with relevant federal and provincial statutes, and with regulations and policies promulgated by Senate or the Board of Governors which are not in conflict with this Collective Agreement, for the protection of researchers, human subjects, the health and safety of the public, and the welfare of laboratory animals;
 - b) teach and discuss;
 - c) select, acquire, disseminate or use documents in the exercise of the Member's professional responsibilities;
 - d) criticize the Employer, the Association or any corporate, political, public or private institution; and
 - e) create or perform works of art;all without deference to prescribed doctrine.
3. The Employer and the Association agree to uphold and protect the principles of Academic Freedom as specified herein and not to infringe upon or abridge them.
4. The exercise of Academic Freedom, as described in this Article, shall not cause the imposition of any penalty or reprisal on a Member by the Employer or the Association. Neither shall the Employer or the Association countenance the restraint of Academic Freedom or the imposition, arising from its exercise, of any penalties or reprisals upon Members by any person, institution, agency or corporation with whom the Employer or the Association does business, or by any donor to the University or the Association, or from any source within the University.
5. The credibility of the principles of Academic Freedom depends upon a collective commitment to exercise these principles in a manner consistent with the scholarly obligation to base research and teaching on an honest and ethical search for knowledge.

6. Academic Freedom does not require neutrality on the part of a Member nor does it preclude commitment on the part of a Member. Rather, Academic Freedom makes such commitment possible. Academic Freedom also carries the responsibility to respect the rights and freedoms of others. In particular, Members are expected to recognize the right of other members of the academic community — faculty, staff and students — to express their opinions. Academic Freedom does not confer legal immunity or legal defence by the Employer in respect of positions that may be taken but which are not specifically sanctioned by the Employer, nor does it diminish the obligation of Members to meet their responsibilities to the Employer.
7. Members shall not purport to speak on behalf of the Employer or the Association unless specifically authorized to do so. A statement of affiliation with, or position in the University, or of qualifications relevant thereto, shall not be construed as an attempt to speak on behalf of the Employer. A statement of Membership or position in the Association shall not be construed as an attempt to speak on behalf of the Association.
8. The Parties endorse and subscribe to the statement defining Academic Freedom in the context of libraries and expressing the responsibility of libraries to uphold Academic Freedom, given originally as the Canadian Library Association's Statement on Intellectual Freedom (see Appendix B).

ACADEMIC RESPONSIBILITIES OF MEMBERS

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

Teaching

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

Research, Scholarship and Creative Activity

3. For the purposes of this Collective Agreement, Research, Scholarship and Creative Activity, hereinafter for the sake of brevity referred to as "Research", involves some or all of:
 - a) the creation of new knowledge, including understanding or concepts;
 - b) the creative application of existing knowledge;
 - c) the organization and synthesis of existing knowledge;
 - d) creative expression.
4. While research, scholarly or creative activity directly related to the immediate and normal preparation for scheduled teaching is encouraged and usually necessary, it shall not normally be credited to the Research category. However, where a Member's research, scholarly or creative activity is judged by peer review to represent an academic advance or a development of clinical or instructional materials or methods of an innovative sort, with application wider than the Member's own pedagogical courses, then such work may be counted either as Teaching or as Research, but not both.

5. A Member's Academic Responsibilities in the area of Research include:
- a) an obligation to disseminate the outcome of Research activities. It is the responsibility of Members to make the results of their Research in their discipline available for independent review and assessment in a form in which it can be evaluated by members of the discipline. This normally entails invited or refereed journal publication, invited or refereed conference presentations, invited or reviewed performance or exhibition, published monographs, or other vehicles, as appropriate and accepted by the discipline;
 - b) the active search *for* external funding to support the Member's Research, where appropriate to the discipline;
 - c) an obligation to ensure that the dissemination of the results of contract research is not delayed unless written approval has been obtained from the Employer. However, such approval may not lead to indefinite delay in dissemination of the results. If the dissemination of the results of contract research is delayed, the research activity shall not be recognized as Research for the purposes of this Collective Agreement until the results of the work have been disseminated:
 - d) adherence to the ethical standards of the Member's academic discipline(s), where applicable, and to the legal requirements of any governmental authority with jurisdiction to regulate the conduct of such activity; and
 - e) an obligation to ensure that, in the dissemination of Research, the Member's affiliation with The University of Western Ontario is properly acknowledged, and that significant contributions of others to the Research are also properly acknowledged.

Service

6. Each Member shall be entitled and expected to accept an equitable share of administrative responsibilities by **participation** in the work of the University through membership on, for example, Department, Faculty, Senate and University committees. Other examples include the Association's Executive, Negotiating, Contract, or Grievance committees. Where participation in such bodies is by election or appointment, a Member shall be elected or appointed only with his/her **consent**. Those who have the responsibility to make such appointments shall endeavour to ensure that Service **commitments** are shared equitably.
7. Members are encouraged to participate in the work of learned societies, academic and professional associations, funding agencies and programs, editorial boards and academic and professional journals, and to **serve** as **external** readers of theses or dissertations from other universities, provided these activities are consistent with the essential functions of the University defined in Clause 1 of this Article, and provided such activities do not conflict with the fulfilment of their Academic Responsibilities within the University.

Academic Responsibilities of Members

Specification of Academic Responsibilities

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

Fulfilment of Academic Responsibilities

9. In fulfilling their Academic Responsibilities, Members shall:
- a) maintain the competence required to engage effectively, and to remain current, in their discipline in each of Teaching and Research, as appropriate to the Member's Academic Responsibilities;
 - b) adhere to teaching schedules in all but exceptional circumstances and, in case of sudden illness or emergency, make all reasonable effort to notify the Department Chair or Dean, as applicable. In the case of planned absences the Member shall inform the Department Chair or Dean, as applicable, of any necessary cancellation and make mutually acceptable arrangements for dealing with the situation;
 - c) endeavour to establish a record of performance reflecting high quality, excellence and high standards in Teaching and Research, as appropriate to the Member's Academic Responsibilities;
 - d) adhere to the regulations of Senate. Where there is a conflict between the regulations of Senate and the provisions of this Collective Agreement, the provisions of this Collective Agreement shall apply;
 - e) be accessible to students for consultations, which includes regular accessibility on Campus during suitable, scheduled and publicized times; and
 - f) be available to participate in the Teaching, Research and Service activities of the community on the Campus. Accordingly, Members are expected to carry out non-scheduled academic activities on Campus. However, Members are also encouraged to participate in academic and professional activities with scholars in other institutions, and it is understood that this form of collaboration will sometimes require a Member to undertake such activities at the site of another university, institute, research centre or government department.

Academic Responsibilities of Members

10. A Member who is not on Leave and who is absent from Campus shall inform the Department Chair or Dean, as applicable, how and when the Member can be contacted without undue delay, in case, for good and valid reason, the Member's presence on Campus is required.
11. Notwithstanding the provisions of Clauses 9 and 10, a Member may request and the Dean may grant a period of authorized absence during which a Member is not subject to being recalled to Campus, provided that during the authorized absence the Member has no scheduled duties or responsibilities. The Dean shall decide within five working days of receiving such a request whether or not to grant the request. If the request is denied, the Dean shall give written reasons for the denial. A period of authorized absence is not a Leave, and the Member is presumed to be carrying out Research, engaging in scholarly, creative, or professional activities, or preparing for scheduled duties, as part of the fulfillment of his or her Academic Responsibilities.
12. It shall be the responsibility of the Member to notify the Employer promptly of any change to his or her current mailing address and/or phone number. If a Member fails to do this, the Employer will not be responsible for failure of a notice sent by mail to reach such a Member.

ALTERNATIVE WORKLOAD

1. The proportions of Teaching, Research and Service in the Normal Workload of a Full-Time Member, may be altered for a specified period.
 - 1.1 Alternative Workload arrangements shall not change the overall magnitude of a Member's Workload.
2. For Full-Time Members who were Tenured as of June 30, 2000, any change in the proportions of the Teaching, Research and Service components under Alternative Workload arrangements must continue to reflect active involvement in at least two of Teaching, Research and Service.
 - 2.1 For Full-Time Probationary Members, and for Full-Time Tenured Members who were not Tenured as of June 28, 2000, any change in the proportions of the Teaching, Research and Service components under Alternative Workload arrangements for a Probationary or Tenured Member must continue to reflect active involvement in each of Teaching, Research and Service. Exceptions to this provision may occur by mutual agreement between a Member and the Employer.
3. A Member seeking an Alternative Workload arrangement shall apply to the Dean (through the Chair or Director, if applicable) for Alternative Workload.
 - 3.1 A Member shall apply in writing at least six months before the proposed Alternative Workload arrangement is to take effect. An application made less than six months before the proposed change will be considered only in cases of unforeseen circumstances.
 - 3.2 The Member's application shall state the reasons for the proposed Alternative Workload arrangements, the period for which they are to apply, the proposed duties of the Member during that period and the method of weighting the Annual Performance Evaluations of the Member's performance based on the alternative arrangements.
 - 3.3 The Dean's approval of such applications shall not be arbitrarily withheld. Any decision by the Dean not to approve the application shall be accompanied by written reasons.
4. A Member's Dean may initiate discussion of a possible Alternative Workload arrangement for a Member at a meeting with the Member convened for the purpose, or at a meeting convened in accord with the provisions of Clause 7.3 of the Article *Annual Performance Evaluation*. Following such a discussion, a Member's Dean may propose (through the Chair or Director, if applicable) an Alternative Workload arrangement for the Member. Such a proposal shall be in writing, shall invite the Member to discuss its provisions, shall state that the Member's participation in any Alternative Workload agreement is voluntary, and that the Member has the right to have a representative of the Association present at any discussion of the proposal.
 - 4.1 The Dean shall make any such proposal at least six months before the proposed Alternative Workload arrangement is to take effect.
5. The period of Alternative Workload shall depend on the agreement entered into between the Employer and the Member.

Alternative Workload

- 5.1 An initial period of Alternative Workload may run for part or all of an Academic Year, for consecutive Academic Years, until the end of the Member's contract, or, in the case of Tenured faculty members, for up to three consecutive years. The agreement shall state the period for which the Alternative Workload arrangements are to apply, the duties of the Member during that period, and the weighting of Annual Performance Evaluations of the Member's performance based on the Alternative Workload arrangements.
- 5.2 An initial period of Alternative Workload may be followed by additional periods of Alternative Workload. Application for such additional period(s) of Alternative Workload must be made in writing at least six months before the beginning of any additional period. The Member's Dean shall not arbitrarily withhold approval of such application(s). Any decision by the Dean not to approve the application shall be accompanied by written reasons. Any such subsequent period(s) may run for all or part of an Academic Year, or for a term of years, or until the end of the Member's contract, or until retirement.
6. The Workload of a Member who is a Department Chair or Director of a School shall be adjusted at the time of the Appointment to the Chair or Directorship to express the proportion of Service in the Workload of the Chair or Director. The provisions of this Article shall be used for this adjustment.
- 6.1 As specified in the Article Department Chairs and Directors of Schools, Chairs and Directors shall be entitled to a period of Modified Alternative Workload upon completion of a period of service as a Chair or Director. Arrangements for the Modified Alternative Workload shall be in accord with the provisions of Clauses 7 through 7.6 of the Article Department Chairs and Directors of Schools.
- 6.2 The provisions of Clauses 6 and 6.1 of this Article shall also apply to the Director of the Centre for Women's Studies and Feminist Research.
7. If the Member and Dean (and Chair or Director, if applicable) agree on the provisions of the proposed Alternative Workload arrangement, these provisions shall be confirmed in writing and signed by the Member and Dean (and Chair or Director, if applicable). The provisions shall include the period of the Alternative Workload arrangement, duties during the period of Alternative Workload, and provisions for Annual Performance Evaluation during and after the period of Alternative Workload.
- 7.1 The Dean shall forward the proposal to the Provost for final approval on behalf of the Employer. The Provost shall not arbitrarily withhold such approval. Any decision by the Provost not to approve the proposal shall be accompanied by written reasons. A copy of the approved proposal shall be placed in the Member's Official File and sent to the Member involved and to the Association.
8. Members on Alternative Workload shall be eligible for consideration for reappointment, Promotion, and Tenure.
9. Requests for amendments to the Alternative Workload arrangements shall follow the foregoing procedures.

Alternative Workload

Faculty Coaches

10. The Workload of a Full-Time Member who is assigned duties as a Coach of a Varsity Sport that is part of the University's Sports and Recreation Services shall be adjusted at the time of the assignment of duties as a Varsity Coach. The provisions of this Article shall be used for this adjustment. For this purpose, the duties as a Coach of a Varsity Sport shall be deemed to be a fourth area of activity and the balance of a Member's Workload devoted to each of Teaching, Research, Service, and duties as a Varsity Coach shall be determined through the Alternative Workload arrangement. Unless agreed to by the Member and the Employer, the balance of a Member's Workload involving duties as a Varsity Coach shall not exceed 50%.
- 10.1 A Member's assigned duties as a Coach of a Varsity Sport can involve some or all of:
- a) participation in the design and implementation of the Intercollegiate Athletic programs of the University;
 - b) assessment of the performance and development of student-athletes and support staff
 - c) being available to student-athletes for consultations and counselling;
 - d) participation in student-athlete recruitment;
 - e) supervision of student-athletes and support staff at Varsity sporting events;
 - f) participation in promotion and public relations for Varsity Sports;
 - g) the creation and application of new knowledge in the sport;
 - h) the organization, analysis and synthesis of existing knowledge in the sport;
 - i) the creative application and expression of knowledge in the sport, in performance or otherwise;
 - j) participation in local, regional, national and international activities in their field of expertise.
- 10.2 Unless agreed to otherwise by the Member and the Employer, the magnitude of the Workload of a Member assigned duties as a Coach of a Varsity Sport shall not be greater than that of a Member with a Normal Workload.
- 10.3 For the purposes of Annual Performance Evaluation of a Full-Time Member assigned duties as a Coach of a Varsity Sport, the duties as a Varsity Coach shall be deemed to be a fourth area of activity and the Member's performance shall be evaluated, along with performance in Teaching, Research and Service, as applicable, in accord with the provisions of the Article ***Annual Performance Evaluation***.

- 10.3.1 The Annual Report submitted in accord with the provisions of the Article Annual Performance Evaluation by a Member assigned duties as a Varsity Coach shall also include a record of the Member's performance of duties as a Coach of a Varsity Sport during the period of the Report. This record shall include some or all of the following, with relevant details:
- a) a list of the Member's activities in any areas enumerated in Clause 10.1 of this Article;
 - b) a list of athletic events, competitions, and tournaments in which student-athletes have participated under the Member's supervision;
 - c) the results of annual student-athlete evaluations of coaching;
 - d) publications in peer-reviewed journals related to sport pedagogy or sport science, where not counted as an outcome of the Member's Responsibilities in Research, if any;
 - e) participation in, or hosting of coaching or sport clinics;
 - f) acting as an invited sport consultant to recognized bodies;
 - g) coaching awards or other peer evaluations of coaching performance;
 - h) any other documents that allow for, or provide an assessment of the Member's performance in Coaching a Varsity Sport.
- 10.3.2 Any Committee or person undertaking an Annual Performance Evaluation of a Member assigned duties as a Coach of a Varsity Sport shall consult with the Director of the University's Sports and Recreation Services.
- 10.4 For the purposes of calculation of a Performance Assessment Indicator under the provisions of the Article Compensation and Benefits for a Member assigned duties as a Coach of a Varsity Sport, the duties as Varsity Coach shall be deemed to be a fourth area of activity. The Performance Assessment Indicator shall be the weighted average of the points corresponding to the level of performance in each of Teaching, Research, Service, and duties as a Coach of a Varsity Sport, as applicable, determined through the provisions of the Article Annual **Performance** Evaluation.

ANNUAL PERFORMANCE EVALUATION

1. An Annual Performance Evaluation shall be conducted for all Members.
2. The purpose of this Annual Performance Evaluation is to:
 - a) provide an annual assessment of performance that allows recognition of a Member's achievements and identifies areas for development in the Member's Teaching, Research and/or Service activities, as appropriate to the Member's Academic Responsibilities and Workload;
 - b) provide a basis for salary increments linked to performance.
3. A Member's Annual Performance Evaluation shall be based on:
 - a) an Annual Report submitted by the Member;
 - b) any other documents in the Member's Official File that are relevant to an assessment of the Member's performance in the preceding three Academic Years.
4. By February 15 of each year, each Member shall provide his or her Dean or designate with an Annual Report. In Faculties with Departments or Schools, Members shall submit the Annual Report through the Chair or Director, respectively. A Member holding a Joint Appointment shall submit the Annual Report through the Home Unit.
- 4.1 The Annual Report shall be submitted by the Member in a single paper and electronic format agreed on by the Association and the Employer, and as modified from time to time by agreement between the Association and the Employer. Electronic submission may be waived by the Dean or designate in exceptional circumstances. Electronic submission shall be understood to include submissions on disk or CD-ROM. Members will not be asked to re-submit information contained within the electronic version of the Annual Report within the same year or reporting cycle unless updated information is required by external agencies. The Parties will work jointly to develop a standard curriculum vitae format and a standard Annual Report form using an electronic template accessible to Members through available software capable of running on common operating systems. Until agreement is reached, the Annual Report will be submitted in the form and mode used during the 1998-2002 Collective Agreement.
- 4.2 The Annual Report shall contain the following:
 - a) an up-to-date curriculum vitae;
 - b) a statement of the areas (i.e., Teaching, Research and/or Service) in which a Member has Academic Responsibilities;
 - c) for Full-Time Members, a statement of the Normal Workload in the Member's Home Unit, as defined in the Article Workload, and as ratified in the Member's Department, School or Faculty, and, where appropriate, a statement indicating how the Member's Workload deviates from the Normal Workload as a result of being modified by the Member's Letter of Appointment and by any arrangements arising from application of

Annual Performance Evaluation

the provisions of this Collective Agreement, during the period of time covered by the Annual Report. These modifications may include, but are not limited to, arrangements resulting from application of the provisions of the Articles ***Alternative Workload, Association Rights, Department Chairs and Directors of Schools, Reduced Responsibility***, or Articles addressing any form of Leave.

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

Annual Performance Evaluation

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

Annual Performance Evaluation

- (ii) activities in any administrative appointments held within the University by the Member;
- (iii) activities external to the University relevant to the Member's Academic Responsibilities in the area of Service;
- (iv) other significant activities relevant to the Member's Academic Responsibilities in the area of Service;
- (v) other documents that allow for or provide an assessment of the Member's performance in Service.

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

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

5. By the end of the Calendar Year, each Department or School, or Faculty in the case of a Faculty without Departments or Schools, shall determine by a majority ballot of the Members in the Department, School or Faculty whether the work of the Annual Performance Evaluation Committee described in this Clause and in Clause 6 of this Article shall be performed by an Annual Performance Evaluation Committee or whether it shall be delegated to the Chair, Director or Dean of the Department, School or Faculty.

5.1 Where the Department, School or Faculty elects to have an Annual Performance Evaluation Committee such a Committee shall be established. Subject to the provisions of Clauses 6.3 and 6.4 of this Article, this Committee shall be chaired and convened by the Chair of the Department or Director of the School, or by the Dean or designate in the case of a Faculty without Departments or Schools. In addition to the Committee chair, the Committee shall consist of a minimum of three Members, of whom no more than one shall be a Part-Time Member, elected from and by the Members of the Department, School or Faculty.

5.2 By February 1 each year, the Committee shall identify in writing procedures and criteria for the assessment of the performance of Members in the Department, School or Faculty in each of Teaching, Research and/or Service. These procedures and criteria shall be consistent with the procedures specified in the Article **Compensation and Benefits**. The procedures and criteria shall be explicitly described for:

- a) Members in Limited-Duties Appointments;

Annual Performance Evaluation

- b) Full-Time Members who have Academic Responsibilities in all of Teaching, Research and Service, as defined in the Article ***Academic Responsibilities of Members*** and who have a Normal Workload, as defined in the Article Workload; and
- c) Full-Time Members whose workload deviates from the Normal Workload because of arrangements made in accordance with the provisions of this Collective Agreement and documented in their Official File.

5.3 The procedures and criteria proposed by the Annual Performance Evaluation Committee shall be ratified by a majority ballot of all Members of the Department, School or Faculty, as applicable, and, where applicable, forwarded to the Dean or designate. If the proposed procedures and criteria are not ratified by a majority ballot and forwarded to the Dean or designate by February 28, the provisions of Clause 5.4.3 of this Article shall apply.

5.4 The Employer shall approve or not approve the proposed procedures and criteria.

5.4.1 If the Employer does not approve the proposed procedures and criteria, the proposal shall be returned to the Annual Performance Evaluation Committee along with written reasons for the Employer's non-approval. The Committee shall review the proposed procedures and criteria and submit a revised version to the Members of the Department, School or Faculty for ratification by a majority ballot. Where applicable, these revised procedures and criteria shall be submitted to the Dean or designate. Resubmission to the Dean or designate shall occur within two weeks of the return of the proposal to the Annual Performance Evaluation Committee. If this does not occur, the provisions of Clause 5.4.3 of this Article shall apply.

5.4.2 The Employer shall approve or not approve the resubmitted proposed procedures and criteria. If the Employer does not approve the resubmitted proposed procedures and criteria, the provisions of Clause 5.4.3 of this Article shall apply.

5.4.3 In the absence of ratified proposed procedures and criteria that have been approved by the Employer, the Employer shall identify the procedures and criteria to be used by the Annual Performance Evaluation Committee. The Employer shall inform the Committee in writing of the reasons for not approving the proposed procedures and criteria. In determining the procedures and criteria, the Employer shall take into consideration past practice in the Department or School, or Faculty in a Faculty without Departments, and past practice in the discipline; these procedures and criteria shall be consistent with the procedures and criteria in the Article ***Compensation and Benefits***.

5.5 A copy of the procedures and criteria shall be made available to Members in the Faculty or Department or School office, as applicable, and a copy shall be sent to the Association.

5.6 Evaluations shall be conducted in accord with the provisions of the Article ***Academic Freedom***, and shall assess a Member's performance of his or her Academic Responsibilities, as set out in the Article ***Academic Responsibilities of Members*** and modified by the Letter of Appointment or any of the provisions of this Collective Agreement (e.g., ***Alternative Workload***).

- 5.7 Evaluations of a Member's performance of Academic Responsibilities in the area of **teaching** shall take into account the possibility that student evaluations of a Member may be influenced by the required or elective status of a Member's **course(s)**.
- 5.8 The procedures and criteria for evaluation of a Member's performance of Academic Responsibilities in the area of Research may include the Member's **success** in securing research funds, where appropriate to the discipline, but the evaluation shall take into account the availability and value of grants, **matching funds**, contracts and other sources of research funds in the area of the Member's research.
6. Using the procedures and criteria described in Clauses 5 through 5.8 of this Article, the Annual Performance Evaluation Committee shall, by March 15 of each year, assess for each Member of the Department, School or Faculty the Member's performance in fulfillment of his or her responsibilities and duties in each of Teaching, Research and/or Service, as appropriate to the Member's Academic Responsibilities and Workload. This assessment shall be based on the Member's performance in the three Academic Years ending on June 30 of the preceding Calendar Year or **for** that part of the period in which the Member has held an appointment at the University. The results of the assessment shall be based on the Member's Annual Report and any other relevant documentation in the Member's Official File.
- 6.1 Subject to the provisions of Clause 6.1.1, if a Member has been on Sabbatical Leave, Education Leave, or Exchange Leave during the three-year period of the Annual Report, then for the purposes of Annual Performance Evaluation, the Member shall be deemed to have had a Normal Workload during the period of the Leave.
- 6.1.1 A Member who, for the purposes of Annual Performance Evaluation, does not wish to be deemed to have had a Normal Workload during the period of a Sabbatical Leave, Education Leave, or Exchange Leave may request an **Alternative** Workload for the period of the Leave. Such a request must be made as part of the Leave application, and is understood to be for the purposes of Annual Performance Evaluation only.
- 6.2 Where a Member has been on Leave of Absence, Elected Public Office Leave, Pregnancy, Parental or Adoption Leave, and the Leave was in excess of six months, the period of Leave shall be removed from the three-year period considered in the annual assessment of performance of Academic Responsibilities. Outcomes of a Member's activities undertaken prior to the Leave that occur during the period of the Leave shall be deemed to have occurred in the year **following** the Leave.
- 6.3 In consideration of any Member's performance, should a member of the Annual Performance Evaluation Committee have a conflict of interest as described in the Article Conflict of **Interest** and Conflict of Commitment, that person shall withdraw from consideration of that Member's performance. Should a Dean or designate who is chairing the Committee have a conflict of interest, the Provost shall appoint a substitute.
- 6.4 In Faculties with Departments or Schools, the Dean or designate shall chair the Annual Performance Evaluation Committee for the purpose of assessing the Department Chair's or the School Director's performance.

Annual Performance Evaluation

- 6.5** As applicable to each Member's Academic Responsibilities, the Committee shall categorize the Member's performance for each of Teaching, Research and/or Service, as being one of:
- a) outstanding;
 - b) very good;
 - c) good;
 - d) acceptable; or
 - e) below the acceptable level.
- 6.6** For Members with Joint Appointments, the assessments shall be done by a joint Committee composed of at least two Members from each of the Annual Performance Evaluation Committees in each Unit involved, unless the work of either or both of these Committees has been delegated to the Chair, Director or Dean, in which case the Chair(s), Director(s) or Dean(s) shall comprise the representative(s) on the joint Committee. The Chair, Director or Dean of the Member's Home Unit shall chair the joint Committee.
- 6.6.1** The assessment of performance of a Member with a Joint Appointment shall be done using procedures and criteria developed by the joint Committee that are an amalgam of those of the two Units involved, and that are acceptable to the Member and approved by the Employer.
- 6.6.2** In the absence of procedures and criteria that have been developed by the joint Committee and accepted by the Member and approved by the Employer, the Employer shall determine the procedures and criteria to be used by the joint Committee. The Employer shall inform the joint Committee in writing of the reasons for not approving the proposed procedures and criteria. In determining the procedures and criteria, the Employer shall take into consideration past practices in the Department(s) (or School(s) or Faculty(ies), in Faculty(ies) with Schools or without Departments, respectively) and past practice in the disciplines; these procedures and criteria shall be consistent with the procedures and criteria in the Article Compensation and Benefits.
- 6.6.3** For a Member with a Joint Appointment, unless stated otherwise, throughout this Article references to the Chair, Director or Dean shall mean the Chair, Director or Dean of the Member's Home Unit.
- 6.7** Where a Member is undertaking significant Employer-approved duties in a Unit outside of the Home Unit (or for a Member with a Joint Appointment, in a Unit outside of the two Units where the Joint Appointment is held), there shall be a written agreement establishing in advance how the out-of-unit duties shall be evaluated for the purposes of the Member's Annual Performance Evaluation. The parties to this agreement shall be the Member, the Member's Home Unit Chair or Director, where applicable, and the Member's Home Unit Dean.

Annual Performance Evaluation

7. Before March 30 of each year, a copy of the Annual Performance Evaluation Committee's assessment of each Member's performance shall be sent to the Member's Dean, or designate, and to the Member.
- 7.1 If the Dean or designate accepts the assessment, it shall be placed in the Member's Official File.
- 7.2 If the Dean or designate does not accept the assessment, the Dean or designate shall so inform the Member and the Annual Performance Evaluation Committee, and shall provide reasons for non-acceptance of the assessment. The Annual Performance Evaluation Committee shall reassess the Member's performance in accord with Clause 6 of this Article, but also taking into account the Dean or designate's reasons for not accepting the original assessment,
 - 7.2.1 If the Dean or designate accepts the reassessment, it shall be placed in the Member's Official File and a copy supplied to the Member.
 - 7.2.2 If the Dean does not accept the reassessment, the Dean shall assess the Member's Performance. This assessment shall be placed in the Member's Official File and a copy supplied to the Member.
- 7.3 Once the Dean or designate has placed an annual assessment in the Member's Official File, either the Dean or designate, or the Member may request a meeting. This meeting shall occur by April 15; those present shall be the Dean or designate, the Member, the Member's Chair or Director (if applicable), and, if the Member wishes, a representative of the Association. In the case of a Member with a Joint Appointment, those present shall, as applicable, be the Chair(s), Director(s) and Dean(s) of both Units where the appointment is held. The purpose of this meeting is:
 - a) to discuss the Member's achievements and performance of his or her Academic Responsibilities:
 - b) to discuss the development of the Member's Teaching, Research and/or Service, as appropriate to the Member's Academic Responsibilities and Workload.
- 7.3.1 Within two weeks of this meeting, the Dean or designate shall provide a written report of the meeting to the Member. This report shall also be placed in the Member's Official File.
- 7.3.2 A Member has the right to respond to the report and this response, which shall be in writing and supplied to the Dean or designate within two weeks of the Dean or designate's report, shall be kept in the Member's Official File alongside the original report.
8. Any Grievance of the provisions of this Article shall commence at Step 1 of the Formal Grievance Process described in the Article ***Grievance and Arbitration***.
9. The Annual Performance Evaluation process described in this Article shall be distinct from disciplinary processes described in the Article ***Discipline***.

Annual Performance Evaluation

- 9.1** The Association and the Employer agree that a categorization by the Annual Performance Evaluation Committee of a Member's performance as being "below the acceptable level" in any or all of Teaching, Research and Service does not of itself constitute proof of a Member's failure to discharge his or her Academic Responsibilities through incompetence or neglect of duties in any or all of these areas of activity. The Association and the Employer further agree that such a categorization may only constitute background information in an allegation by the Employer that a Member has failed to discharge his or her Academic Responsibilities through incompetence or neglect of duties. The facts leading to, and following from, such a categorization, but not the categorization itself, may be considered as evidence of such failure in the event of an arbitration hearing.

APPOINTMENTS

Definitions

1. An Open Appointment is a Tenured or Probationary Appointment to the academic staff of the University that has been approved by the Employer to be filled through competition a) at the rank of Assistant Professor; b) at the rank of Associate Professor; or c) at the rank of Professor with Tenure. Open Appointments at the rank of Assistant Professor are Probationary Appointments. Open Appointments at the rank of Associate Professor may be either Probationary or Tenured. Appointments to the academic staff of Department Chairs, Associate Deans, Deans, Assistant Vice-Provost, Vice-Provost, Vice-presidents or a President are not Open Appointments.
- 1.1 Tenure is the right of a Member who has successfully completed a probationary period or who has been appointed at a Tenured rank not to be dismissed except and only in accord with the provisions of the Article Discipline.
- 1.2 A Probationary Appointment is an Appointment at the rank of Assistant Professor leading to consideration for the simultaneous granting of Tenure and Promotion to the rank of Associate Professor, or an Appointment at the rank of Associate Professor leading to consideration for the granting of Tenure.
- 1.2.1 Such an Appointment is open to applicants inside and outside the University and must be advertised according to Senate rules, in accord with the Article **Employment Equity**. A Probationary Appointment is for a specified period to permit mutual appraisal for both the Member and the University; it implies that the University will give serious consideration to the granting of Tenure in accord with the provisions of the Article **Promotion and Tenure**. It does not imply that the granting of Tenure is inevitable.
- 1.3 A Limited-Term Appointment is a Full-Time Appointment to the academic staff of the University for a specified period. Limited-Term Appointments can be made at the ranks of Lecturer or Assistant Professor. Such an Appointment may be filled either through a competition advertised inside and outside the University according to Senate rules and in accord with the provisions of the Article **Employment Equity**, or through the provisions of Clauses 5.1.1 or 19 of this Article. An appointee in such a position is not on Probation for a Tenured Appointment. There is no guarantee that such an Appointment will be renewed at the end of the specified period. Mere non-renewal of a Limited-Term Appointment does not constitute dismissal as defined in the Article **Discipline**.
- 1.4 A Limited-Duties Appointment is a fixed-term non-probationary Appointment to the academic staff of the University which involves assigned duties equivalent to those associated with primary responsibility for teaching a University degree credit course.
- 1.4.1 A Part-Time Member is one whose Limited-Duties Appointment(s) involve(s) full responsibility at least equivalent to that associated with teaching a full University degree credit course in any Fiscal Year. A Full-Time Member cannot be a Part-Time Member, even when also holding a Limited-Duties Appointment.

Appointments

- 1.5 An Externally-Funded Appointment is one where more than 40% of the salary of the appointee is paid from a funding source other than the University's operating budget. Such Appointments are normally funded by outside agencies to support activities of a Member in some or all of his or her Academic Responsibilities. Should the funding for such an Appointment cease, the Appointment shall terminate with notice. This notice shall be one month for the first year of service and an additional half month for every additional year of service in the Externally-Funded Appointment or sequence of contiguous Externally-Funded Appointments. Such termination shall not constitute dismissal as defined in the Article Discipline. At the Dean's discretion, notice may be replaced by severance pay. Severance pay shall be at the rate of one month's salary for the first year of service and an additional half month's salary for every additional year of service in the Externally-Funded Appointment or sequence of contiguous Externally-Funded Appointments.
- 1.6 A Visiting Appointment is a Full-Time Appointment for a specified period. There is no guarantee that such an Appointment will be renewed at the end of the specified period. Mere non-renewal of a Visiting Appointment does not constitute dismissal as defined in the Article Discipline.
- 1.7 A Research Chair is an academic Appointment that is funded from government, public, private or endowed funds. A Research Chair may be an Externally-Funded Appointment or an Open Appointment, but is not limited to these categories. Research Chairs include but are not limited to Canada Research Chairs, Research Chairs sponsored by ORDCF (Ontario Research and Development Challenge Fund) and Research Chairs sponsored by the federal granting councils (NSERC, SSHRC and CIHR).
- 1.7.1 All Appointments of Research Chairs shall be made in accordance with the provisions of this Article unless a Research Chair is being filled by a Member who already has a Probationary or Tenured academic Appointment at The University of Western Ontario, or as explicitly provided for in Clause 1.7.2 of this Article.
- 1.7.2 Requirements for the advertisement of a Research Chair Appointment where the Appointment is for one year or less, or where the funding is linked to a particular individual, may be suspended by the Provost at the request of the Appointments Committee through the Dean. All other appointment procedures must be observed.
- 1.7.3 The Appointment of a Research Chair in a Unit shall not increase the Teaching Workload of other Full-Time Members in the Unit.
- 1.7.4 The Letter of Appointment for a Research Chair shall specify the duties of the position, the stipend and any other compensation or perquisites that accompany the Appointment, and the resources and support that the Employer agrees to provide for the Member to fulfil his or her Academic Responsibilities as a Research Chair. In the case of a current Member who is to be appointed to a Research Chair, this may take the form of an amendment to the Member's current Letter of Appointment.

Board Power of Appointment

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

Teaching by Non-Members

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

Academic Ranks

4. Appointments to the academic staff shall be made at the academic ranks of Lecturer, Adjunct Professor, Assistant Professor, Associate Professor or Professor.
- 4.1 With the exception of Externally-Funded or Visiting Appointments, an Appointment at the rank of Associate Professor shall be Probationary or with Tenure. A Probationary Appointment at the rank of Associate Professor shall be for a period of three years and is subject to the relevant provisions of the Article Promotion and Tenure. Such a Probationary Appointment is made with the Member's understanding that consideration for Tenure shall occur within the term of the Member's Probationary Appointment at the rank of Associate Professor.

Appointments

- 4.2** With the exception of Externally-Funded or Visiting Appointments, an Appointment at the rank of Professor shall be with Tenure.
- 4.3** A Probationary Appointment at the rank of Assistant Professor shall be for a period of six years and is subject to the relevant provisions of the Article *Promotion and Tenure*. A Probationary Appointment is made with the Member's understanding that:
- a) consideration for promotion to the rank of Associate Professor shall occur within six years after the Member's initial Appointment at the rank of Assistant Professor and, in any case, shall always occur at the same time as the consideration for the granting of Tenure; and
 - b) where Tenure is granted, promotion to the rank of Associate Professor shall be simultaneous, in accord with the provisions of the Article *Promotion and Tenure*.
- 4.3.1** Subject to the provisions of Clause 4.3.1.1 of this Article, a successful candidate for a Probationary Appointment will be expected to have a completed doctoral degree or its equivalent.
- 4.3.1.1** A successful candidate for a Probationary Appointment who does not possess a completed doctoral degree, or equivalent as appropriate to the discipline, may be appointed to the rank of Assistant Professor provided that the doctoral degree or its equivalent is in progress.
- 4.3.2** A Member appointed as an Assistant Professor under the provisions of Clause 4.3.1.1 of this Article shall have three years from the date of commencement of the Appointment to complete the doctoral degree or equivalent. The three-year period shall not include periods that, through the provisions of this Collective Agreement, would result in an extension of the probationary period, such as Pregnancy, Parental or Adoption Leave or Leave of Absence.
- 4.3.2.1** If a Member fails to comply with the provisions of Clause 4.3.2 of this Article, the Member's Appointment will change from a Probationary Appointment to a Limited-Term Appointment, and the Member's rank will change from Assistant Professor to Lecturer. The term of the Limited-Term Appointment shall be to the end of the Member's original Probationary **Appointment**, and shall be **non-renewable**. In addition, the Member's salary shall become equal to the current Lecturer floor.
- 4.4** A Limited-Duties Appointment shall be at the rank of Adjunct Professor where the appointee holds an earned doctoral degree or equivalent. All other Limited-Duties Appointments shall be at the rank of Lecturer.
- 4.5** A Limited-Term Appointment shall be at the rank of Assistant Professor where the appointee holds an earned doctoral degree or equivalent. All other Limited-Term Appointments shall be at the rank of Lecturer.
- 4.6** An Externally-Funded Appointment may be at any rank. Appointees may be considered for promotion using the processes provided for in the Article *Promotion and Tenure* but the provisions for granting of Tenure in that Article shall not apply.

Appointments

- 4.7 A Visiting Appointment may be made at the rank of Associate Professor or Professor. Appointees will continue to hold the rank at which they were appointed for the duration of their Appointment.

Appointments Committee

5. Each Unit with responsibilities for the Appointments of Members shall have an Appointments Committee that shall, with the exception of the chair, be elected annually. In this Article, Unit refers to a Department, School, Centre or Faculty with responsibilities for the Appointments of Members, and references to the heads of such Units are given as Chair (Director or Dean).
- 5.1 The Appointments Committee shall consider all Open Appointments (as defined in Clause 1 of this Article) and all Limited-Term, Externally-Funded and Visiting Appointments that have been approved by the Employer; as part of this process the Appointments Committee shall invite, and take into consideration, comments and opinions on Open Appointments from all Members in the Unit, paying particular attention to the views of those Unit Members whose disciplinary area of expertise coincides, or significantly overlaps, with that of the Appointments. The Committee's consideration shall include the content of the advertisement for the position.
- 5.1.1 Requirements for advertisement of a Limited-Term Appointment may be suspended at the request of the Appointments Committee through the Dean and at the discretion of the Provost when considering the appointment of a **spouse/partner** of a successful candidate for a Probationary or Tenured Appointment. All other appointment procedures must be observed.
- 5.1.2 Requirements for advertisement of an Open Appointment may be suspended at the request of the Appointments Committee through the Dean and at the discretion of the Provost when considering a current Limited-Term appointee. All other appointment procedures must be observed.
- 5.1.3 Unless **the** Members of a Unit have voted in the past year to delegate the task to the Chair (Director or Dean), the Appointments Committee shall consider the need for, and nature of, any Limited-Duties Appointments to be made in the Unit.
- 5.2 The Appointments Committee shall consider all applicants for Open Appointments and shall invite, and take into consideration, comments and opinions on applicants from all Full-Time Members in the Unit, paying particular attention to the views of those Full-Time Members whose disciplinary area of expertise coincides, or significantly overlaps, with that of the applicants.
- 5.3 The Appointments Committee shall consider all applicants for Limited-Term, **Externally-Funded** and Visiting Appointments that have been approved by the Employer.
- 5.3.1 The Appointments Committee shall consider all renewals of Members in Externally-Funded and Visiting Appointments that have been approved by the Employer.

Appointments

- 5.3.2** Renewals of Limited-Term Appointments (see Clause 8) shall be reviewed by the Appointments Committee.
- 5.3.2.1** Any non-renewal of a Limited-Term Appointment after five years of Limited-Term service shall be reviewed by the Appointments Committee. Any non-renewal of a Limited-Term Appointment after seven years of service shall be reviewed by the Appointments Committee according to the provisions of Clauses **8.2** and **8.3**.
- 5.4** The Appointments Committee shall consider all applicants for advertised Limited-Duties Appointments approved by the Employer, unless the Members in the Unit have voted in the past year to delegate this task to the Chair (Director or Dean).
- 5.5** The Unit's Appointments Committee shall consider, upon application, all Members on Limited-Term Appointments and Part-Time Members, together with all other applicants, for an Open Full-Time Probationary position.

Composition of the Appointments Committee

- 5.6** The composition of the Appointments Committee shall be:
- a) the Chair of the Department (Director of the School or Centre or Dean of the Faculty), who shall chair the Committee;
 - b) at the discretion of the Dean, an Associate Dean with voice but no vote;
 - c) two Full-Time Tenured Members from the Unit elected by the Full-Time Members from the Unit;
 - d) other Members of the Bargaining Unit in the Unit, elected by the Members from the Unit;
 - e) where the Full-Time Members from the Unit so choose, students, who shall be elected by the Full-Time Members from the Unit;
 - f) where a Unit has fewer than two Tenured Full-Time Members (excluding the Chair or Director), the Faculty Council shall elect the faculty members on the Appointments Committee. In such a case, at least one-half of the members of the Appointments Committee shall be elected from among the Full-Time Tenured or Probationary Members from the Unit. If there are not enough eligible Members in the Unit, the Faculty Council shall elect the remaining Tenured Full-Time Members from another Unit within the Faculty.
- 5.6.1** Other Members who participate in the work of the Appointments Committee, either as members of a sub-committee, sub-group or as individuals, are bound by the provisions of Clauses **5.7**, **5.7.1** and **5.8** of this Article. While these other Members may participate in the work of the Appointments Committee, their role is advisory and the Appointments Committee is ultimately responsible for its work.

Appointments

- 5.7 All members of any Appointments Committee mandated under this Article shall respect the confidentiality of the Committee's deliberations, documents, consultations and proceedings. This constraint shall also apply to all other persons who may from time to time be required to appear before, or otherwise be involved in, proceedings *in camera* of any such Committee.
- 5.7.1 The provisions of Clause 5.7 of this Article shall not override the provisions of the Articles **Employment Equity** and **Non-Discrimination** and **Harassment**.
- 5.8 All members of an Appointments Committee shall be supplied with written information about the content and application of relevant federal and provincial legislation, and about University policies, relating to employment equity and federal immigration requirements. In accord with the provisions of the Article **Employment Equity**, Members shall familiarize themselves with such information as a condition of serving on the Appointments Committee. Furthermore, the Dean, or designate, shall ensure that the Committee is aware of the relevant legislation and University policies, and the Dean or designate and the Members participating in the work of the Committee shall share responsibility for ensuring that the relevant legislation and University policies are followed throughout the deliberation of the Committee. The Committee may call upon the Office of Equity Services for assistance.
- 5.8.1 Any recommendation of an offer of Appointment made by an Appointments Committee (or by a Chair (Director or Dean) with delegated responsibility for making Limited-Duties Appointments) shall be in accord with the reporting provisions of Clause 6 of the Article **Employment Equity**.
- 5.9 The membership of the Appointments Committee shall be reported annually to the **Office** of Faculty Relations and then made available on request to the Senate, the Board of **Governors** and the Association.
- 5.10 The Committee shall be convened by the Chair of the Department (or Director of the School or Centre, or Dean of the Faculty).
- 5.11 Pursuant to the Article **Conflict of Interest and Conflict of Commitment**, should any member of the committee, including the Committee's chair, have a conflict of interest, he or she shall declare it and withdraw from consideration of, and voting on, all relevant cases.
- 5.12 Having considered all applicants for a Probationary, Tenured, Limited-Term, **Externally-Funded** or Visiting position, the Appointments Committee shall recommend the academic rank and, where applicable, the term of Appointment for the successful applicant. The period for a Probationary Appointment at the rank of Assistant Professor shall be six years. The period for a Probationary Appointment at the rank of Associate Professor shall be three years.
- 5.12.1 The chair of the Committee shall forward the recommendation of the Appointments Committee to the Employer within five days of its decision to make the recommendation.

Appointments

- 5.12.2 Where the recommendation of the Appointments Committee is that an Appointment be made with Tenure, the Employer shall place the curriculum vitae of the recommended candidate, and any letters of reference for the recommended candidate used by the Appointments Committee, before the appropriate Committee on Promotion and Tenure.
- 5.12.2.1 The Committee on Promotion and Tenure shall recommend to the Employer whether or not Tenure should be granted. In cases where this Committee recommends the granting of Tenure, it shall also recommend the rank at which the Appointment is made.
- 5.12.3 The Employer shall approve or deny the recommendation of the Appointments Committee and, where applicable, the recommendation of the Committee on Promotion and Tenure. If the Employer denies the recommendation of either Committee, the Employer shall provide a written explanation for the denial to the Committee.

Letter of Appointment, Probationary and Other Full-Time Appointments

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

Joint Full-Time Appointments

7. A **Joint Appointment** is an academic Appointment in **two** or more academic Units, one of which shall be designated as the Home Unit for the Appointment. Such an Appointment shall be considered by a Joint Appointments Committee.

- 7.1 The Joint Appointments Committee shall be composed of members of the relevant Unit's Appointments Committees, as follows:
- a) the Chair(s) (Director(s) or Dean(s)) of each Unit in which the Appointment will be held, who will co-chair the Committee;
 - b) at least one Full-Time Tenured member from the Appointments Committee of each Unit, elected to the Joint Appointments Committee by the members of the Appointments Committee in each case. Should the Joint Appointment be with a Clinical Department in the Faculty of Medicine & Dentistry, the member from the Clinical Department's Appointments Committee may hold "Continuing Appointment" status;
 - c) a student member or members of the Unit's Appointments Committee may be elected to the Joint Appointments Committee by the members of the Appointments Committee in each case; and
 - d) another member or members of each Unit's Appointments Committee may be elected to the Joint Appointments Committee by members of the Appointments Committee in each case.
- 7.1.2 A quorum shall consist of two-thirds of the members. It must include the co-chairs, plus one other faculty member from each Unit.
- 7.1.3 The decisions of the Joint Appointments Committee shall be made by a vote of the majority of the members present.
- 7.2 The provisions of this Article relating to an Appointments Committee and Department Chair or School or Centre Director shall apply mutatis mutandis to a Joint Appointments Committee and to the co-chairs of the Joint Appointments Committee. (See, for example, Clauses 5.7 through 5.12.2.1.)
- 7.3 The co-chair from the Home Unit shall forward a recommendation to the Employer on behalf of the Committee.
- 7.4 The Employer shall approve or deny the recommendation. If the Employer denies the recommendation, the Employer shall provide a written explanation to the Committee.

Letter of Appointment for a Member on a Joint Appointment

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

Appointments

Home Unit

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

Limited-Term Appointments

8. An initial Limited-Term Appointment shall be for a fixed term to a maximum of five years in a given Unit. Any renewal of a Limited-Term Appointment beyond five years' Limited-Term service in a given Unit may be for a period of up to five years.
- 8.1 Mere non-renewal of such an Appointment within seven years of the initial Appointment does not constitute dismissal as defined in the Article ***Discipline***.
- 8.2 Notification of non-renewal beyond the seventh year of service shall occur two years before the end date of the Appointment and shall be accompanied by a statement of the grounds upon which the decision not to renew the Appointment is based.
- 8.3 These grounds shall be:
- a) that the position will cease to exist for operational reasons;
 - b) that the position will be replaced by a Probationary or Tenured position;
 - c) that the Member has failed to meet the Academic Responsibilities associated with the position; or
 - d) any ground for dismissal as defined in the Article ***Discipline***.
- 8.4 The two-year notice period specified in Clause 8.2 of this Article may, at the Dean's discretion, be replaced by severance pay. Severance pay shall be at the rate of one month's salary for the first year of service and an additional half month's salary for every additional year of service in the Limited-Term Appointment.

Visiting Appointments

9. An initial Visiting Appointment shall be for a fixed term to a maximum of five years in a given Unit. The Appointment may be renewed for a further fixed term or terms. The total length

of a Visiting Appointment, including renewals, shall not exceed eight years. Non-renewal of a Visiting Appointment does not constitute dismissal as defined in the Article Discipline.

Externally-Funded Appointments

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

Limited-Duties Appointments of Part-Time Members

11. A Part-Time Member may hold Limited-Duties Appointments to a maximum of three full-course equivalents across the University in any twelve-month Fiscal Year. In exceptional circumstances this maximum may be exceeded upon approval by the Provost on the recommendation of the Appointments Committee or the Chair (Director or Dean) where delegation has occurred.
- 11.1 Part-Time Members who, as of June 28, 2000, had held Limited-Duties Appointments in six of the last eight years shall not be subject to the provisions of Clause 11 of this Article.
- 11.2 Members who as of June 28, 2000, had held a mixture of non-concurrent Limited-Duties and Limited-Term Appointments in six of the last eight years shall not be subject to the provisions of Clause 11 of this Article.
12. Except as provided for elsewhere in this Article, Appointments to Limited-Duties positions shall be based on selection criteria defined by the local academic Unit. These selection criteria shall include the following general areas:
- a) **performance:** where an applicant has had teaching experience, this is demonstrated by evaluations, which may include relevant student teaching evaluations and/or peer evaluations and/or teaching assistantship evaluations;
 - b) **experience:** this is based on the total number of courses taught by the applicant, or in which the applicant played a significant role in instruction, which are relevant to the course posted; and
 - c) **qualifications:** this includes qualifications beyond the basic qualifications required for the position.

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

13. When a Part-Time Member has held a Limited-Duties Appointment to teach a particular full or half course in each of three fiscal years in a contiguous four fiscal year period and has been a Member while holding those Appointments, the Part-Time Member shall achieve First Refusal Status in the Unit where the course was taught and can, by application, exercise First Refusal Rights for that course.

Appointments

- 13.1 Full-Time Members and graduate students registered at The University of Western Ontario cannot accumulate credit towards or enter into First Refusal Status. However, Members who already have First Refusal Status can become graduate students without losing First Refusal Status, except as otherwise provided.
- 13.2 The possession of First Refusal Rights does not guarantee employment.
- 13.3 Subject to the provisions of Clause 11 of this Article, a Member with First Refusal Status in a Unit shall, upon application, have First Refusal Rights to a course advertised as a Limited-Duties Appointment in the same Unit if the Member has already been appointed at least twice to teach that course in the current or previous four fiscal years.
- 13.3.1 First Refusal Rights established by teaching a section (not necessarily the same section) of a multi-section course do not extend to additional sections; First Refusal Rights to additional sections must be accumulated separately.
- 13.3.2 Where a course is taught in different formats (e.g., on-Campus, distance, correspondence, etc.), each format shall be deemed to be a different course for the purposes of establishing First Refusal Rights.
- 13.4 First Refusal Status in a Unit is lost if a Member is not appointed to a Limited-Duties Appointment in the Unit for a period of thirty months from the end date of the last Appointment.
- 13.5 A Member with First Refusal Status shall be deemed to be on Leave of Absence during an Academic Term when no Limited-Duties Appointment is held. During this deemed Leave, the Member shall retain all rights accorded to a Part-Time Member by the provisions of the Article *Appointments*, and by the provisions of the Article *Grievance and Arbitration* should a violation of the Article *Appointments* be alleged. During such a deemed Leave, the Member may continue as a non-contributing member of the pension plan for a period of up to eighteen months. Should a Member wish to terminate membership in the pension plan, then he/she may waive the grace period.
- 13.6 A Part-Time Member who is a retired Full-Time Member shall not use any courses taught while a Full-Time Member in the calculation of First Refusal Status and First Refusal Rights.
- 13.7 First Refusal Status and First Refusal Rights terminate when a Part-Time Member reaches the age of Normal Retirement. A Part-Time Member who is beyond the age of Normal Retirement may achieve First Refusal Status but shall not use any course taught prior to reaching the age of Normal Retirement in the calculation of First Refusal Status or First Refusal Rights.

Limited-Duties Appointments of Full-Time Members

14. A Full-Time Member may hold (a) Limited-Duties Appointment(s) to a maximum of one full-course equivalent across the University in any twelve-month Fiscal Year, subject to the approval of the Member's Dean. Such approval shall be withheld if the Dean determines

Appointments

that (an) additional Limited-Duties Appointment(s) would interfere with the Member's ability to fulfil his or her Academic Responsibilities as a Full-Time Member. In exceptional circumstances this maximum may be exceeded upon approval by the Provost on the recommendation of the Dean.

Application and Selection Procedure

15. Subject to authorization by the Employer, the Chair (Director or Dean) shall post notices of anticipated Limited-Duties Appointments at least one full term before the starting date of the Appointment(s).
- 15.1 For anticipated Fall/Winter Limited-Duties Appointments, notice shall be posted no later than April 30.
- 15.2 For anticipated Intersession/Summer Limited-Duties Appointments, notice shall be posted no later than the last day of the fall term.
- 15.3 Notices for anticipated Limited-Duties Appointments shall be posted in the Unit in an appropriately central and visible location; they shall also be advertised in **Western** News, or its equivalent. A copy of the notice shall be sent to the Association at the same time.
- 15.4 Applications for Limited-Duties Appointments must be received by thirty days after the date of posting. In order to exercise their First Refusal Rights, applicants with First Refusal Status must indicate on their applications the courses for which they hold First Refusal Rights.
- 15.5 All applicants shall be notified of the results by mail within four weeks after the application deadline.
- 15.6 Subject to the provisions of Clauses 11 and 15.4 of this Article, where a Member with First Refusal Rights for a course advertised as a Limited-Duties Appointment has applied, that Member shall be offered the Appointment. If more than one Member exercises First Refusal Rights for a course that is advertised as a Limited-Duties Appointment, the Appointments Committee (or the Chair, Director or Dean if so delegated by the Unit) shall apply the criteria of Clause 12 of this Article to select the successful candidate from among these Members, to whom the Limited-Duties Appointment shall then be offered. If the selected Member declines the Appointment, then the other applicants with First Refusal Rights shall be offered the Appointment, in order of their selection according to the criteria of Clause 12 of this Article. If there are no Members with First Refusal Rights who apply for and accept the Appointment, the Appointment shall be offered to the candidate that best meets the criteria of Clause 12 of this Article; where two candidates meet the criteria equally, preference shall be given to Members.
- 15.7 Any recommendation of an offer of Appointment made by an Appointments Committee (or by a Chair, Director or Dean with delegated responsibility for making Limited-Duties Appointments) shall be in accord with the provisions of Clause 6 of the Article **Employment Equity**.

Appointments

Renewable Multi-Year Limited-Duties Appointments of Part-Time Members

16. Subject to the provisions of Clause 13.7 of this Article, and subject to the provisions of the Article Retirement and Resignation, where a Member with First Refusal Status has been appointed to a Limited-Duties Appointment to teach a particular course for four consecutive years, the Member shall be offered a Renewable Multi-Year Appointment to teach that course. Such an Appointment shall be for a minimum of two years and a maximum of five years, such term to be decided by the Appointments Committee.
- 16.1 A Dean may offer a Member with First Refusal Status a Renewable Multi-Year Appointment to teach a course for which the Member has First Refusal Rights. Such an Appointment shall be for a minimum of two years and a maximum of five years.
- 16.2 A Member is not obliged to accept an offer of a Multi-Year Renewable Appointment and declining such an offer shall not affect First Refusal Rights.
- 16.3 Any course taught under a Renewable Multi-Year Appointment shall not be advertised as a Limited-Duties Appointment.
- 16.4 A Member shall be given two years' notice of non-renewal of a Renewable Multi-Year Appointment. This notice period may, at the discretion of the Dean, be replaced with severance pay in lieu of notice. Severance pay shall be one month's salary for the first year of service and an additional half month's salary for every additional year of service in the Limited-Duties Appointment; for this calculation, each Academic Term in which the Limited-Duties Appointment was held shall count as one third of a year of service. Non-renewal of a Renewable Multi-Year Appointment voids a Member's First Refusal Rights for the course in question, effective at the end of the notice period, or when the Member receives severance pay.
- 16.5 Notification of non-renewal of a Renewable Multi-Year Appointment shall be accompanied by a statement of the grounds upon which the decision not to renew the Appointment is based. These grounds shall be:
- a) that the need for the Appointment will cease to exist for operational reasons;
 - b) that the work of the Appointment is to be included in the Normal Workload of existing or new Full-Time positions;
 - c) that the Member has failed to meet the Academic Responsibilities associated with the Appointment; or
 - d) any ground for dismissal as defined in the Article Discipline.
- 16.6 A Member holding a Renewable Multi-Year Appointment to teach a course continues to have First Refusal Status, and each year of the Appointment shall count towards maintenance of such Status.

Transition

17. Anticipated Limited-Duties Appointments for the Fall Academic Term of **2003** and the Winter Academic Term of **2004** shall be filled in accord with the provisions of the Article **Appointments** in the 1998-2002 Collective Agreement. Anticipated Limited-Duties Appointments for the Summer Academic Term of **2004** and beyond shall be filled in accord with the provisions of this Article.
- 17.1 Notwithstanding the provisions of Clause 17 of this Article, the provisions of Clauses 11 and 11.2 of this Article shall apply to such Appointments.
18. Where a Member has held a mixture of non-concurrent Limited-Duties and Limited-Term Appointments, the courses taught in the Limited-Term Appointments shall be deemed to be Limited-Duties Appointments for the purpose of establishing First Refusal Status and Rights, and entitlement to Renewable Multi-Year Appointments.
19. Subject to the provisions of the Article **Retirement and Resignation**, Part-Time Members who have taught an average of at least three full courses per year in the fiscal years **2000-01**, **2001-02** and **2002-03** shall be offered a Limited-Term Appointment with Academic Responsibilities in the areas of Teaching and Service. This provision shall also apply to Members who have held a mixture of non-concurrent Limited-Duties and Limited-Term Appointments during the fiscal years **2000-01**, **2001-02** and **2002-03** provided the average number of courses taught in each fiscal year as a Part-Time Member was three or more. Where judged appropriate by the Appointments Committee and approved by the Dean, and where judged by the Dean to be compatible with operating requirements of the Unit, the offer of a Limited-Term Appointment may also include responsibilities in the area of Research. The initial term of this Appointment shall be two years. The Workload in the area of Teaching shall be at least equal to the Member's average Teaching Workload during the fiscal years **2000-01**, **2001-02** and **2002-03**, rounded to the nearest half course, and the Member's total Workload must be equal in volume, but not necessarily in balance, to the Normal Workload of the Unit.
- 19.1 The deadline for acceptance of the offer of a Limited-Term Appointment described in Clause 19 of this Article shall be December 31, **2003**. A Part-Time Member who declines such an offer shall retain First Refusal Status and First Refusal Rights as provided for in this Article. A Part-Time Member who accepts such an offer loses First Refusal Status and all First Refusal Rights.
- 19.2 The Limited-Term Appointment described in Clause 19 of this Article shall, if accepted, commence in May **2004**. It shall be renewable, and the grounds for non-renewal shall be as described in Clause 8.3 of this Article.
- 19.2.1 In case of non-renewal of such an Appointment, the Member shall receive two years' notice. The two-year notice period may, at the Dean's discretion, be replaced by severance pay based on the last two years of Limited-Duties Appointments plus the length of the Limited-Term Appointments. Severance pay shall be one month's salary for the first year of service and an additional half month's salary for every additional year of service; for this calculation

Appointments

each Academic Term in which Limited-Duties Appointments were held shall count as one third of a year of service.

- 19.3 The provisions of Clause 19 of this Article shall not apply to Members who have full-time employment at The University of Western Ontario or elsewhere.

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

20. The Chair (Director or Dean) shall provide the successful applicant for a Limited-Duties Appointment with a Letter of Appointment stating the terms, conditions and rank of the Appointment. These terms and conditions shall not conflict with the provisions of this Collective Agreement. When the appointee's Limited-Duties Appointment(s) is (are) at least equivalent to one full University degree credit course, the Dean shall inform the appointee that he or she is a Member of the Bargaining Unit. The Chair (Director or Dean) shall give all successful applicants for Limited-Duties Appointments a copy of this Collective Agreement.
- 20.1 The Letter of Appointment offering a Limited-Duties Appointment shall contain a description of the duties and responsibilities attached to the position. No additional duties and responsibilities shall be required of the Member, unless the Member agrees, in writing, to accept these additional duties and responsibilities.
- 20.2 If, after Appointment, a Part-Time Member agrees to accept any duties or responsibilities not referred to in the Letter of Appointment, the Chair (Director or Dean) shall specify in writing such extra duties and responsibilities, together with a schedule of supplemental remuneration. This shall be appended to the Letter of Appointment.
21. When a course taught through a Limited-Duties Appointment is cancelled, the Part-Time Member affected by the cancellation may be reassigned.
- 21.1 In all other instances, the Member shall receive timely written notice within one week after the Last Day to Register and up to the start of classes, together with a one-time cancellation stipend of \$200.00.
- 21.2 In instances where a course is cancelled within two weeks after the start of classes, the cancellation stipend shall be \$500.00.
22. A Member with First Refusal Rights to a course shall retain the rights in the event that the course is cancelled.

ASSOCIATION DUES

Dues Deductions — Bargaining Unit Members

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

Dues Deduction — Voluntary Members of the Association

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

Dues Deductions — Indemnification

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

ASSOCIATION RIGHTS

Representation

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

Release Time

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

Space and Services

3. The Employer shall continue to provide the Association, at no charge, with accessible, appropriately furnished, ~~serviced~~ and maintained space equivalent to the space located at 1393 Western Road. University services as may be agreed upon from time to time by other parties shall be provided at the current rate for internal users.

Association Rights

- 3.1 The Association shall have use of the internal Campus mail service and the Inter-University Transit System (IUTS) for Association business, without charge.
- 3.2 The Association shall have access to meeting rooms (including audio-visual equipment) on Campus for Association business, according to normal booking procedures.
- 3.3 Employees of the Association shall be paid at the Association's expense through the University payroll system, and shall have the right to participate in the range of benefits available to University staff, with the same costs and payment arrangements. Any Employer's contribution to such benefits plans shall be paid by the Association. Association employees shall not be eligible for membership in the Professional Managerial Association (PMA) or the University of Western Ontario Staff Association (UWOSA) or their successors.

Committees

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

BASIC SCIENTISTS IN CLINICAL DEPARTMENTS

1. Basic Scientists in Clinical Departments are those Members whose Home Unit is a Clinical Department in the Faculty of Medicine & Dentistry. In this Article, such Members are referred to as Basic Scientists.
2. A Basic Scientist may hold a Probationary or Tenured Appointment, a Limited-Term Appointment, a Visiting Appointment, or an Externally-Funded Appointment.
- 2.1 In addition to the Member's Appointment in a Clinical Department, a Basic Scientist shall also have a Cross Appointment in a Basic Science Department in the Faculty of Medicine & Dentistry.
3. For the purposes of salary increases provided for by the Article **Compensation and Benefits**, Basic Scientists in Externally-Funded Appointments shall be deemed to be in Limited-Term Appointments.
4. Where a Candidate has been recommended for an Appointment by a Clinical Department, the Appointments Committee of the Basic Science Department where the candidate's Cross Appointment would be held shall consider the candidate.
- 4.1 In its consideration of the candidate, the Appointments Committee shall:
 - a) consult with the appointments committee of the Clinical Department and, where appropriate, with the Director of a Research Institute;
 - b) satisfy itself that the intent of the provisions of the Articles **Appointments** and **Employment Equity** have been observed in the process followed by the appointments committee of the Clinical Department;
 - c) **recommend** to the Dean whether or not the candidate should hold a Cross Appointment in the Basic Science Department.
5. The Home Unit of a Basic Scientist appointed before July 2, 2002, shall be the Clinical Department designated as the Home Unit on July 1, 2002, and the Basic Scientist's Cross Appointment shall be in the Basic Science Department designated as the location of the Cross Appointment on July 1, 2002.
6. Subject to the provisions of Clauses 6.1 to 6.4, inclusive, of this Article, the provisions of the Article **Promotion and Tenure** shall apply to Basic Scientists in Probationary Appointments and Tenured Appointments. Subject to the provisions of Clauses 6.1 to 6.4, inclusive, of this Article, and the provisions of Clause 4.6 of the Article **Appointments**, the provisions of the Article **Promotion** and Tenure shall apply to Basic Scientists with **Externally-Funded** Appointments.
- 6.1 For the purposes of administration of the process of Promotion and/or Tenure of a Basic Scientist, the Home Unit shall be deemed to be the Basic Science Department where the Basic Scientist's Cross Appointment is located.

- 6.2 At any meeting of a Basic Scientist with the Dean under the provisions of Clause 5.1.4 of the Article Promotion and Tenure, the Chairs of the Clinical Department and the Basic Science Department where the Basic Scientist's Appointment and Cross Appointment are held shall both be present.
- 6.3 Any consultation between the Dean and the Department Chair under the provisions of the Article Promotion and Tenure shall include consultation with the Chairs of both the Clinical Department and the Basic Science Department where the Basic Scientist's Appointment and Cross Appointment are held.
- 6.4 For the purposes of consideration of a Basic Scientist's Promotion and/or Tenure File, the Promotion and Tenure Committee of the Basic Science Department shall be expanded to include:
- a) the Chair of the Basic Scientist's Clinical Department;
 - b) the Director of a Research Institute, if appropriate and not already included in the Committee membership.
7. For the purposes of the Article *Workload* a Basic Scientist's Home Unit shall be deemed to be the Basic Science Department where the Basic Scientist's Cross Appointment is located. Any assignment of Workload shall involve consultation with both the Chair of the Basic Scientist's Clinical Department and the Chair of the Basic Science Department where the Basic Scientist's Cross Appointment is held.
8. Application of the provisions of the Article Alternative *Workload* shall be through both the Chair of the Basic Scientist's Clinical Department and the Chair of the Basic Science Department where the Basic Scientist's Cross Appointment is held.
9. For the purposes of the Article Annual *Performance* Evaluation a Basic Scientist's Home Unit shall be deemed to be the Basic Science Department where the Basic Scientist's Cross Appointment is located.
- 9.1 For the purposes of Annual Performance Evaluation of a Basic Scientist, and where a Department has elected to have an Annual Performance Evaluation Committee, the Committee shall be expanded to include the Chair of the Clinical Department of the Basic Scientist and, if appropriate, the Director of a Research Institute.
- 9.2 For the purposes of Annual Performance Evaluation of a Basic Scientist, and where a Department has not elected to have an Annual Performance Evaluation Committee, the Annual Performance Evaluation shall be conducted by the Chair of the Basic Science Department where the Basic Scientist's Cross Appointment is located; in doing so the Chair shall consult with the Chair of the Clinical Department of the Basic Scientist and, if appropriate, the Director of a Research Institute.
- 9.3 Where the Member and the Dean agree, another person may replace the Chair of the Clinical Department in Clauses 9.1 and 9.2 of this Article.

Basic Scientists in Clinical Departments

- 9.4 At any meeting of a Basic Scientist with the Dean under the provisions of Clause 7.3 of the Article **Annual Performance Evaluation**, the Chairs of the Clinical Department and the Basic Science Department where the Basic Scientist's Appointment and Cross Appointment are held shall both be present.
10. Basic Scientists holding Sequential Term Appointments on July 1, 2002, shall be transferred to Externally-Funded Appointments.
- 10.1 Notwithstanding the provisions of Clause 10 of this Article, a Clinical Department may, with the agreement of the Basic Scientist, transfer a Basic Scientist holding a Limited-Term or a Sequential Term — Provisional Appointment to a Probationary Appointment at the same rank, and transfer a Basic Scientist holding a Sequential Term — Continuing Appointment to a Tenured Appointment at the same rank. Any transfer of a Member's Appointment occurring through application of the provisions of this Clause must be completed before July 1, 2004.
- 10.2 The provisions of the Article **Sabbatical Leave** shall apply to a Member who held a Sequential Term — Continuing Appointment on July 1, 2002, and who has been transferred to an Externally-Funded Appointment.

CLOSURE OR REORGANIZATION OF AN ACADEMIC UNIT

General

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

Initiating a Closure, Merger or Reorganization

2. Any proposal initiated by the Employer that one or more Units or programs be closed, reorganized or merged, and which would lead to the consequences described in Clause 1, shall be delivered simultaneously to the Senate Secretariat, the Association and to all Members of the affected Unit(s) or program(s).
- 2.1 Any New Institutional Performance Indicators referred to in the Employer's proposal shall be subject to the provisions of the Article ***Institutional Performance Indicators***.

2.2 The Academic Review Committee

- 2.2.1 An Academic Review Committee (ARC) shall be established within fifteen days of the Employer's proposal to Senate. The ARC shall consist of five members: two appointed by the Association; two appointed by the Employer and one external member chosen by the other four who will serve as Chair. No member of the Committee shall be a member of the Unit(s) or program(s) in question.
- 2.2.2 The mandate of the ARC shall be to investigate and report to Senate on the Employer's proposal. The Employer shall make available the information in its possession requested by the ARC in furtherance of the ARC's investigation. The Senate may recommend specific questions and issues for the consideration of the ARC.
- 2.2.3 Within sixty days of its establishment, the ARC shall receive submissions from the Association, the Employer, the Dean and Unit Head/Director of the Unit(s) named in the proposal, and from any person directly affected by the proposed closure or reorganization who requests to do so. The ARC may request submissions from any other individual or group.
 - 2.2.3.1 Any Institutional Performance Indicators referred to in the Employer's submission to the ARC shall be subject to the provisions of the Article ***Institutional Performance Indicators***.
- 2.2.4 The ARC shall submit its report to the Senate Secretariat within ninety days of its constitution under Clause 2.2.1.

Closure or Reorganization of an Academic Unit

- 2.2.5 The report shall be delivered to the Senate Secretariat, and copies shall be sent at the same time to the Unit(s) named in the original proposal, to the relevant Dean(s) and Unit Head(s)/Director(s), and to the Association.

Reassignment and Early Retirement

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

Notice and Severance Provisions

4. Only Probationary and Tenured Members who are subject to the decision of the Board described in Clause 3 may be offered notice and severance.
- 4.1 Members on Limited-Term or Limited-Duties Appointments shall not be offered notice and severance but shall be reassigned to an equivalent Appointment for which they are qualified in another Unit until the end of their current term or the end of their rolling two-year Appointment, as applicable.
- 4.2 Members with Tenured or Probationary Joint Appointments in more than one Unit shall not be offered notice and severance, but shall revert to full-time status in the Unit(s) which remain(s) operational (if any).

Closure or Reorganization of an Academic Unit

- 4.3 The Employer shall send by registered mail to each Member who is offered reassignment an offer of notice and severance, simultaneously with the offer of reassignment. The Member shall have four weeks to decide between the two offers.
- 4.3.1 The notice period shall be twelve months. The Employer may at its discretion offer to pay twelve months' salary in lieu of notice.
- 4.3.2 The severance pay shall be one month's salary for each year of service since the Member's Appointment to the academic staff of the University, with a minimum of six months' salary and a maximum of twenty-four months' salary. Periods of paid leave shall count as service.
- 4.3.3 For the purposes of this Clause, the monthly salary shall be based on the Member's regular annual salary immediately before the offer of notice and severance.

Correspondence

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

COMPENSATION AND BENEFITS

1. Salaries for Probationary, Tenured and Limited-Term Members for the Academic Years 2002-03, 2003-04, 2004-05, and 2005-06

Salaries for 2002-03 (Retroactive to July 1, 2002)

1. The 2002-03 salary increase shall be retroactive to July 1, 2002, and shall apply to Probationary, Tenured and Limited-Term Members at The University of Western Ontario as of June 30, 2002, who were also eligible⁵ Probationary, Tenured or Limited-Term Members on July 1, 2002. Individual Base Salaries at June 30, 2002, shall be used as the starting point for the application of the components included below, except in the case where a Member's salary at The University of Western Ontario was higher at July 1, 2002, than it was at June 30, 2002, in which case the salary at July 1, 2002, shall be used as the starting point.

Scale Increase

2. The Base Salaries of all Probationary, Tenured and Limited-Term Members will be increased by 3.5%.

Performance-Linked Career Progress Fund (PLCP)

3. A Performance-Linked Career Progress Fund shall be established and shall be distributed on the basis of Annual Performance Evaluations of each Member in accord with the Article Annual Performance Evaluation.
4. The calculation of the PLCP fund and distribution mechanisms are described in Clauses 25 through 37 of this Article.

Floor Salaries and Associated Salary Adjustments

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

	<u>2001-02</u>	<u>2002-03</u>
Full Professor	\$71,500	\$74,003
Associate Professor	\$58,500	\$60,548
Assistant Professor	\$51,000	\$52,785
Lecturer	\$37,500	\$38,813

⁵ Throughout this Article, "eligible" means included in the list of persons identified as Full-Time Members of the Bargaining Unit in Appendix A of this Collective Agreement, as amended by agreement of the Parties in accordance with the description of the Bargaining Unit provided in the decision of the Ontario Labour Relations Board 4482-97-R dated May 26, 1998.

Compensation and Benefits

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

Resulting Base Salaries

6. The adjustments outlined in Clauses 2 to 5 of this Article shall result in new Base Salaries for 2002-03, to be used as the base for future year salary adjustments.

Salaries for 2003-04

7. The 2003-04 salary increase shall be effective July 1, 2003, and shall apply to all Probationary, Tenured and Limited-Term Members at The University of Western Ontario as of June 30, 2003, who are also eligible Probationary, Tenured or Limited-Term Members on July 1, 2003. Individual Base Salaries at June 30, 2003, shall be used as the starting point for the application of the components included below.

Scale Increase

8. The Base Salaries of all Probationary, Tenured and Limited-Term Members will be increased by 3.0%.

Performance-Linked Career Progress Fund (PLCP)

9. A Performance-Linked Career Progress Fund shall be established and shall be distributed on the basis of Annual Performance Evaluations of each Member in accord with the Article ***Annual Performance Evaluation***.
10. The calculation of the PLCP fund and distribution mechanisms are described in Clauses 25 through 37 of this Article.

Floor Salaries and Associated Salary Adjustments

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

	<u>2002-03</u>	<u>2003-04</u>
Full Professor	\$74,003	\$76,223
Associate Professor	\$60,548	\$62,364
Assistant Professor	\$52,785	\$54,369
Lecturer	\$38,813	\$39,977

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

Compensation and Benefits

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

- 11.1. A Performance-Based Anomaly Fund shall be established and distributed to Probationary and Tenured Members following the procedures described in Clauses 38 and 39 of this Article.
- 11.2. For 2003-04, this fund shall be \$500,000. Any undistributed portion of this fund shall be carried forward into the 2004-05 PBAF.

Resulting Base Salaries

- 12. The adjustments outlined in Clauses 8 to 11 of this Article shall result in new Base Salaries for 2003-04, to be used as the base for future year salary adjustments.

Salaries for 2004-05

- 13. The 2004-05 salary increase shall be effective July 1, 2004, and shall apply to all Probationary, Tenured and Limited-Term Members at The University of Western Ontario as of June 30, 2004, who are also eligible Probationary, Tenured or Limited-Term Members on July 1, 2004. Individual Base Salaries at June 30, 2004, shall be used as the starting point for the application of the components included below.

Scale Increase

- 14. The Base Salaries of all Probationary, Tenured and Limited-Term Members will be increased by 3.0%.

Performance-Linked Career Progress Fund (PLCP)

- 15. A Performance-Linked Career Progress Fund shall be established and shall be distributed on the basis of Annual Performance Evaluations of each Member in accord with the Article *Annual Performance Evaluation*.
- 16. The calculation of the PLCP fund and distribution mechanisms are described in Clauses 25 through 37 of this Article.

Floor Salaries and Associated Salary Adjustments

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

	<u>2003-04</u>	<u>2004-05</u>
Full Professor	\$76,223	\$78,510
Associate Professor	\$62,364	\$64,235
Assistant Professor	\$54,369	\$56,000
Lecturer	\$39,977	\$41,176

Compensation and Benefits

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

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

- 17.1 A Performance-Based Anomaly Fund shall be established and distributed to Probationary and Tenured Members following the procedures described in Clauses 38 and 39 of this Article.
- 17.2 For 2004-05, this fund shall be \$300,000. Any undistributed portion of this fund shall be carried forward into the 2005-06 PBAF.

Resulting Base Salaries

18. The adjustments outlined in Clauses 14 to 17 of this Article shall result in new Base Salaries for 2004-05, to be used as the base for future year salary adjustments.

Salaries for 2005-06

19. The 2005-06 salary increase shall be effective July 1, 2005, and shall apply to all Probationary, Tenured and Limited-Term Members at The University of Western Ontario as of June 30, 2005, who are also eligible Probationary, Tenured or Limited-Term Members on July 1, 2005. Individual Base Salaries at June 30, 2005, shall be used as the starting point for the application of the components included below.

Scale Increase

20. The Base Salaries of all Probationary, Tenured and Limited-Term Members will be increased by 3.0%.

Performance-Linked Career Progress Fund (PLCP)

21. A Performance-Linked Career Progress Fund shall be established and shall be distributed on the basis of Annual Performance Evaluations of each Member in accord with the Article ***Annual Performance Evaluation***.
22. The calculation of the PLCP fund and distribution mechanisms are described in Clauses 25 through 37 of this Article.

Compensation and Benefits

Floor Salaries and Associated Salary Adjustments

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

	<u>2004-05</u>	<u>2005-06</u>
Full Professor	\$78,510	\$80,865
Associate Professor	\$64,235	\$66,162
Assistant Professor	\$56,000	\$57,680
Lecturer	\$41,176	\$42,411

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

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

23.1 A Performance-Based Anomaly Fund shall be established and distributed to Probationary and Tenured Members following the procedures described in Clauses 38 and 39 of this Article.

23.2 For 2005-06, this fund shall be \$200,000. This fund, including any carry forward from previous years, shall be fully distributed in the Academic Year 2005-06.

Resulting Base Salaries

24. The adjustments outlined in Clauses 20 to 23 of this Article shall result in new Base Salaries for 2005-06, to be used as the base for future year salary adjustments.

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

Performance Assessment

25. For the years 2002-03 through 2005-06, the PLCP adjustment is based on the outcome of Annual Performance Evaluations, described in the Article Annual *Performance* Evaluation.

25.1 Performance levels will be assigned for each area of responsibility (i.e., Teaching, Research, and Service) having a non-zero weighting for each Member.

26. Performance levels and associated Points will be assigned as follows in each non-zero weighted area:

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

Compensation and Benefits

27. Where the assessment of performance is performed by the Annual Performance Evaluation Committee pursuant to the Article *Annual Performance Evaluation*, and where the members of this committee cannot agree on a single assessment category in one or more of the areas of responsibility for a given Member, the committee may assign fractional scores, providing:
- a) these scores are based on a simple averaging of scores provided by individual members of the Committee; and
 - b) each individual member of the Committee is required to provide a judgment of the individual Member's performance using the rating system provided in Clause 26 of this Article.

Performance Assessment Indicator (PAI)

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

Salary Points and Associated Values

29. A total number of Salary Points (SP) equal to the number of Probationary, Tenured and Limited-Term Members (converted to Full-Time equivalents) multiplied by 2.40 shall be distributed in each of 2002-03, 2003-04, 2004-05, and 2005-06.
- 29.1 In each year, 2.2 of the 2.4 Salary Points per Member shall be distributed as Basic Salary Points (BSPs; see Clause 35 of this Article), and 0.2 of the Salary Points per Member shall be distributed as Discretionary Salary Points (DSPs; see Clause 36 of this Article).
30. For Full-Time Probationary and Tenured Members, and for Limited-Term Members at the rank of Assistant Professor or above, the value of a Salary Point will be as follows:

	<u>Base salary range</u>	<u>Salary Point Value</u>
2002-03	less than \$84,660	\$895
	\$84,661-\$103,020	\$671
	\$103,021 and higher	\$543
2003-04	less than \$86,353	\$913
	\$86,354-\$105,080	\$684
	\$105,081 and higher	\$554
2004-05	less than \$88,080	\$931
	\$88,081-\$107,182	\$698
	\$107,183 and higher	\$565
2005-06	less than \$89,842	\$950
	\$89,843-\$109,326	\$712
	\$109,327 and higher	\$576

Compensation and Benefits

31. Where a Member's Base Salary before the application of the PLCP adjustment is below one of the breakpoints identified above (for example, the breakpoints in 2002-03 are \$84,660 and \$103,020), but where the PLCP adjustment to the Base Salary raises a Member's salary above a breakpoint, the Salary Points used shall be partitioned such that the Member's salary will be increased to the breakpoint using the value of the Salary Points for the salary range below the breakpoint, and then increased further (to the limit of the Member's BSP plus DSP) using the value of the Salary Points for the salary range above the breakpoint. §§
32. For Limited-Term Members at the rank of Lecturer the value of a Salary Point will be:
- | | |
|----------------|--------------|
| 2002-03 | \$543 |
| 2003-04 | \$554 |
| 2004-05 | \$565 |
| 2005-06 | \$576 |
33. The Salary Point values and the number of Members in each Base Salary range shall establish the value of the PLCP fund, and the value of the BSP and DSP funds within it, that are to be distributed in each year.
34. Each year, after Salary Points have been determined, the Employer shall provide the Association with a report indicating the average number of Salary Points distributed to Limited-Term Members In each Faculty.

§§ The process described in Clause 31 of this Article requires that a Member's PLCP increment be calculated according to the formula:

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

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

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

Value2 = Salary Point value above the breakpoint.

Example: In 2002-2003 a Member with a Base Salary of \$84,000 in the previous year is awarded 2.4 Salary Points. The breakpoint is \$84,660. At \$895 per point, 0.737 Salary Points (calculated as $(84,660 - 84,000) \div 895$) would be required to increase the Member's salary to the breakpoint of \$84,660. Since the Member is awarded 2.4 Salary Points, 1.663 Salary Points remain, and these are applied at a value of \$671 per point. i.e., Member's PLCP increment = $[84,660 - 84,000] + [(2.4 - 0.737) \times 671] = \1776 .

Determining Salary Points and Salary Increments

Basic Salary Points (BSP) and Salary Increments

35. A Member assigned a PAI of **less** than 1.00 will receive 0.00 BSPs and no PLCP-derived salary increment.

35.1 For a Member with a PAI of 1.00 or greater, the Member's BSPs will be calculated as follows:

BSP = PAI x adjustment factor (where adjustment factor = 2.2 ÷ average PAI within the Unit).

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

Discretionary Salary Points (DSP)

36. The Annual Performance Evaluation Committee (or where delegation has occurred, the Chair or Director) may make DSP recommendations to the Dean.

36.1 The Dean shall assign all available DSPs to Probationary, Tenured and Limited-Term Members in the Faculty.

Total Salary Points and Salary Increment

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

37.1 A Member's Base Salary shall be increased by the value of his or her total Salary Points, as determined by the Salary Point values in Clauses 30 to 32 of this Article.

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

38. A Performance-Based Anomaly Fund of \$500,000 shall be established in 2003-04, \$300,000 in 2004-05, and \$200,000 in 2005-06.

38.1 Performance-Based Anomaly Adjustments (PBAA) shall be assigned to Probationary and Tenured Members whose salaries are anomalously low relative to their experience and accomplishment, with special consideration for mid-career Probationary and Tenured Members whose salaries are anomalously low relative to their experience and accomplishment.

38.2 PBAA's will be available only to those Members whose Performance Assessment Indicator (PAI) is 2.00 or greater.

Compensation and Benefits

39. The PBAF shall be administered by a Salary Anomaly Committee composed of five members, as follows:
- a) two members (or alternates) chosen from the Association;
 - b) two members (or alternates) chosen by the Employer; and
 - c) the chair of the committee, who shall be chosen jointly by the Employer and the Association.

Procedures for each Year of the Performance-Based Anomaly Fund

- 39.1 Applications for the correction of anomalies may be filed by Members or Deans. Applications filed by Members must be submitted to their Dean by October 1; applications filed by Deans must be submitted to the Office of Faculty Relations by November 1.
- 39.2 An application shall consist of a letter setting out the grounds of the claim and a recommended anomaly adjustment. Applications must be accompanied by a commentary and recommendation from the Dean of the relevant Faculty.
- 39.3 The Salary Anomaly Committee may seek additional information as it deems necessary to consider the merit of each application.
- 39.4 The Salary Anomaly Committee shall make recommendations, whose aggregate value shall not exceed the amount available, to the Provost by January 1. The anomaly adjustment recommended for any one Member shall not exceed \$7,500.
- 39.5 The Provost shall respond to the recommendations of the Committee by February 1, and shall inform the Committee, the applicant, and the Dean(s) of the Faculty or Faculties involved, in writing, of the decision on each applicant, with reasons.
- 39.6 Any grievance against the Provost's decision shall be initiated at Step 2 of the grievance procedure as described in Article ***Grievance and Arbitration***.
- 39.7 PBAA's shall be added to a Member's base salary effective retroactively to July 1.

Market Adjustments

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

II. Benefits for Full-Time Members

41. All existing benefit plans available to Members as outlined in the Faculty Group Benefit Plan brochure dated November 27, 2002, including those listed on page 24 of the brochure and also the Employee Assistance Program, Smoking Cessation, Computer Purchase Program, Staff/Faculty Health Services, and Service Awards, shall continue unchanged, except as modified by this Collective Agreement or through mutual agreement of the Parties.
- 41.1 Effective July 1, 2003, out-of-country coverage under the Extended Health Plan will be limited to \$200,000 per trip.

III. Compensation for Part-Time Members

42. Part-Time Members shall continue to be paid on a per-course basis.
- 42.1 Effective September 1, 2002, the minimum compensation for teaching the equivalent of a full University degree credit course will be:
- | | |
|--------------------------|---|
| Tier 1 Members: | \$9,764 base rate plus \$586 (6%) vacation pay for a total of \$10,350. |
| Tier 2 Members: | \$9,275 base rate plus \$557 (6%) vacation pay for a total of \$9,832. |
| Other Part-Time Members: | \$8,788 base rate plus \$527 (6%) vacation pay for a total of \$9,315. |
- 42.2 Effective September 1, 2003, the minimum compensation for teaching the equivalent of a full University degree credit course will be:
- | | |
|--|--|
| Tier 1 Members or Renewable Multi-Year Appointment (RMYA) Members: | \$10,057 base rate plus \$603 (6%) vacation pay for a total of \$10,660. |
| Tier 2 Members or First Refusal Status (FRS) Members: | \$9,554 base rate plus \$573 (6%) vacation pay for a total of \$10,127. |
| Other Part-Time Members: | \$9,051 base rate plus \$543 (6%) vacation pay for a total of \$9,594. |
- 42.3 Effective September 1, 2004, the minimum compensation for teaching the equivalent of a full University degree credit course will be:
- | | |
|---------------|--|
| RMYA Members: | \$10,358 base rate plus \$622 (6%) vacation pay for a total of \$10,980. |
|---------------|--|

Compensation and Benefits

FRS Members: \$9,841 base rate plus \$590 (6%) vacation pay for a total of \$10,431.

Other Part-Time Members: \$9,323 base rate plus \$559 (6%) vacation pay for a total of \$9,882.

42.4 Effective September 1, 2005, the minimum compensation for teaching the equivalent of a full University degree credit course will be:

RMYA Members: \$10,669 base rate plus \$640 (6%) vacation pay for a total of \$11,309.

FRS Members: \$10,136 base rate plus \$608 (6%) vacation pay for a total of \$10,744.

Other Part-Time Members: \$9,602 base rate plus \$576 (6%) vacation pay for a total of \$10,178.

43. For Part-Time Members teaching an Additional Qualifications course in the Faculty of Education for the first or second time, the minimum compensation for teaching the equivalent of a full course will be:

a) effective September 1, 2002, \$6,835 plus \$410 (6%) vacation pay for a total of \$7,245.

b) effective September 1, 2003, \$7,040 plus \$422 (6%) vacation pay for a total of \$7,462.

c) effective September 1, 2004, \$7,251 plus \$435 (6%) vacation pay for a total of \$7,686.

d) effective September 1, 2005, \$7,469 plus \$448 (6%) vacation pay for a total of \$7,917.

43.1 Effective July 1, 2003, for Part-Time Members teaching an Additional Qualifications course in the Faculty of Education the third or subsequent time, the minimum compensation for teaching the equivalent of a full course will be as in Clause 43 of this Article with a 5.5% experience premium.

44. The minimum compensation for teaching the equivalent of a full University degree credit course in the Faculty of Music shall be as specified in Clause 42 of this Article, except as modified in this Clause for certain Limited-Duties Appointments in the Music Performance Studies Department and Music Education Department. The following are the minimum rates (inclusive of 6% vacation pay), commencing September 1 of each year:

- a) Studio course: 2002-03: \$47/hour of studio instruction
- 2003-04: \$48/hour of studio instruction
- 2004-05: \$49/hour of studio instruction
- 2005-06: \$51/hour of studio instruction

Compensation and Benefits

b)	Performance course (master class):	0.15 FCE		
c)	Conducting designated ensembles:	0.5 FCE		
d)	Coaching chamber music:	0.125 FCE		
e)	Auditions and Juries			
	(i) half day (one 3-hour session or any part thereof):		2002-03: \$104	
			2003-04: \$107	
			2004-05: \$110	
			2005-06: \$113	
	(ii) full day (a maximum of two 3-hour sessions or any part thereof):		2002-03: \$181	
			2003-04: \$187	
			2004-05: \$192	
			2005-06: \$198	
f)	Instrumental Methods:	0.15 FCE		
g)	Required recital performances:			
	(i) with students in a recital required for progression or graduation, if requested by the Department Chair or Dean:		2002-03: \$104	
			2003-04: \$107	
			2004-05: \$110	
			2005-06: \$113	
	(ii) with guest artists from outside the University, if requested by the Department Chair or Dean:		2002-03: \$104	
			2003-04: \$107	
			2004-05: \$110	
			2005-06: \$113	

45. The minimum compensation for teaching the equivalent of one full University degree credit course offered through Distance Studies, inclusive of 6% vacation pay, will, effective September 1, be:

Number of students	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
<20	\$6,728	\$6,929	\$7,137	\$7,351
20-39	\$7,763	\$7,995	\$8,235	\$8,482
40+	\$8,798	\$9,061	\$9,333	\$9,613

Compensation and Benefits

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

IV. Benefits for Part-time Members

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

V. Professional Expense Reimbursement

47. For the calendar years January 1, 2003 to December 30, 2005, each Full-Time Member may claim reimbursement of eligible expenses up to a value of \$900 per annum.

47.1 Each Part-Time Member may claim reimbursement of eligible expenses, based on the total number of courses for which the Member has primary teaching responsibility, up to a value of \$180 for the first full course equivalent and \$60 for each additional half course to a maximum of \$420 per calendar year.

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

VI. Stipends of Chairs and Directors

48. The stipend of a Department Chair and the Director of a School shall be a minimum of \$5,000 per annum. A Chair or Director who has served a term of five years or more, and who at the conclusion of his or her Appointment as Chair or Director continues as a Member, shall continue to receive the stipend as part of his or her salary; however, the amount of the stipend shall be reduced by the amount of any salary increments subsequently received by the Member.

VII. Sabbatical Leaves

49. Members taking their first Sabbatical Leave after a probationary period at The University of Western Ontario shall receive 87.5% of their Base Salary; Members taking their second or subsequent Sabbatical Leave from The University of Western Ontario shall receive 82.5% of their Base Salary.

VIII. Faculty Start-up Grant

50. The Employer shall provide each new Member on a Probationary Appointment, upon application and approval, with a start-up research grant of \$6,000. Members eligible to apply for these grants include those who have been hired on or since July 1, 1999. Any unspent funds remaining when the Probationary Appointment ends shall revert to the Employer.

CONFLICT OF INTEREST AND CONFLICT OF COMMITMENT

Conflict of Interest

1. In this Article, **relationship** means any relationship of the Member to persons of his or her immediate family and any relationship of an intimate and/or financial nature during the preceding three years.
2. An actual or potential conflict of interest arises where a Member's financial or other personal interest, or that of any person with whom the Member has or has had a relationship, conflicts or appears to conflict with the Member's responsibility to the University.
3. The existence of an actual or potential conflict of interest does not necessarily preclude involvement in the interest which has given rise to the actual or potential conflict; however, the Member shall disclose to the Dean such actual or potential conflict of Interest as soon as possible after becoming aware of it.
4. Following receipt of disclosure provided for under Clause 3, and after consultation with the Member, the Dean shall determine whether an actual or potential conflict exists and, if so, decide how it is to be resolved. The Dean shall immediately notify the Member in writing of his or her decision on the matter.
5. No Member shall knowingly participate in any decision that directly and preferentially benefits the Member, or a person with whom the Member has or has had a relationship, except in accord with the provisions of Clause 4.
6. No Member shall knowingly participate in any academic decision directly affecting a person from whom the Member stands to derive a financial benefit or with whom the Member has or has had a relationship.
7. Notwithstanding Clause 3, a Member who has any interest, directly or indirectly, in any commercial contract, transaction, proposed contract or proposed transaction under consideration by the Employer and participates in any decision related to these matters shall:
 - a) declare the nature and extent of the interest as soon as possible and no later than the **meeting(s)** at which the matter is to be considered;
 - b) withdraw from the meeting where the matter is being discussed;
 - c) refrain from taking part in any other **discussion** of the matter; and
 - d) refrain from voting on the matter.
8. In particular, without limiting the provisions of Clauses 2 through 7 and unless, after full disclosure of the conflict of Interest, the Member is specifically authorized by the Provost or designate to do so, the Member shall not:

Conflict of Interest and Conflict of Commitment

- a) knowingly authorize the purchase of equipment, supplies, services or real property using University funds or funds administered by the Employer, from a source in which the Member, or any person with whom the Member has or has had a relationship, has a material financial interest; or
- b) engage any individual with whom the Member has or has had a relationship in any capacity paid for by University funds or by funds administered by the Employer.

Conflict of Commitment

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

Conflict of Interest and Conflict of Commitment

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

COPIES OF THE AGREEMENT

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

COPYRIGHT

Definition

1. This Article shall apply to all copyrightable material. This includes all original scholarly, scientific, literary, dramatic, musical, artistic and recorded works in any material form.
 - 1.1 Original works include but are not limited to: books, texts, articles, monographs, glossaries, bibliographies, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet or local Intranets and/or the World Wide Web, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, choreographic works, performers' performances, cartographic materials, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audiotapes and cassettes, computer programs, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, and other works of art.
 - 1.2 Notwithstanding Clauses 1 and 1.1 of this Article, this Article does not apply to computer software developed, improved or written by a Member, and which the Member wishes to be protected and/or exploited for commercial gain. Such computer software shall be subject to the provisions of the Article *Intellectual Property*.
 - 1.3 This Article does not apply in respect of outcomes of a Member's activity undertaken outside of the employment relationship, as long as the activity has been undertaken without use, other than incidental, of University facilities; such outcome(s) may not be used as evidence of a Member's fulfilment of Academic Responsibilities.

License

2. Subject to the provisions of Clauses 2.1, 3, 3.1, and 3.2, a Member who creates a copyrighted work in the course of the Member's Academic Responsibilities shall grant the Employer a five-year non-exclusive, royally-free, Irrevocable and non-transferable license to copy and/or use such works in other Teaching, Research and Service activities of the University, subject to copyright requirements of academic journals and other vehicles of scholarly publication.
 - 2.1 Subject to the provisions of Clauses 3, 3.1, and 3.2, the provisions of Clause 2 of this Article shall not apply to:
 - a) lecture notes created by a Member;
 - b) individual course websites created by a Member;
 - c) examinations created by a Member;
 - d) other copyrightable material created by a Member and intended for use only by the students registered in the Member's course.

Copyright

Materials Produced In the Course of Fulfilling Academic Responsibilities

3. Subject to Clauses 4 through 5, a Member is the sole holder of copyright in his or her own lectures and in all copyrightable material produced pursuant to his or her Academic Responsibilities even if such material was produced solely on the Employer's time and with the Employer's facilities and resources, and the Employer acknowledges that it has no interest in and no claim to any copyright for such works, except where there is an agreement to the contrary between the Member and the Employer which assigns copyright or use thereof. A copy of any such agreement shall be provided to the Association.
- 3.1 Subject to Clauses 4 through 5, a Member teaching a course or part of a course dependent on information and communication technologies which involve the broadcast, transmission, re-transmission, publication, recording, or storage of the contents of the course shall exercise copyright in all course materials created by the Member regardless of the medium used to broadcast, transmit, re-transmit, publish, record or store the course, except where there is an agreement to the contrary between the Member and the Employer or a third party which assigns copyright or use thereof. A copy of any such agreement shall be provided to the Association.
- 3.2 Any agreements pursuant to Clauses 3 and 3.1 shall specify whether the Member retains or waives moral rights and/or assigns the right to rework, revise, or amend the copyrightable material. In the event that the Employer or assignee relinquishes its rights in any work assigned to it by a Member, all waived and/or assigned rights shall revert to the Member.

Works Commissioned by the Employer for Use by Others

4. The development of materials by a Member that are commissioned by the Employer shall be governed by a special agreement between the Employer and the Member. This special agreement shall be in writing, shall be consistent with the provisions of this Article, and shall specify copyright ownership and the terms of any licencing arrangements under the agreement.
- 4.1 In the early stages of the development of a commissioned work, Members shall provide the Employer with a list in writing of any copyright material to be contained therein and the names of copyright holders. The Employer shall pay any cost related to securing all copyright permissions and for use of such approved copyright material. The Employer shall have the right to refuse to pursue copyright clearances which are judged to be prohibitively expensive.
- 4.1.1 If the Employer exercises the right to refuse to pursue copyright clearances at this stage, either party to the special agreement referred to in Clause 4 above may withdraw, or the parties may jointly revise the special agreement.

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

General

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

COURT LEAVE

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

DEFERRED SALARY LEAVE

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

Deferred Salary Leave

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

DEPARTMENT CHAIRS AND DIRECTORS OF SCHOOLS

Department Chairs

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

Relation of the Chair to the Dean

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

Other Responsibilities of the Chair

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

Terms of Employment of a Department Chair

5. A Member who is a Department Chair shall receive an annual stipend. For all Members who are Department Chairs as of July 1, 2002, or subsequently become Department Chairs, the amount of the stipend shall be a minimum of \$5,000 dollars per annum, and shall be determined by negotiation between the Member and the Dean at the time of Appointment to the position of Chair. A Chair who has served a term of five years or more, and who at the conclusion of his or her Appointment as Chair continues as a Member, shall continue to receive the stipend as part of his or her salary; however, the amount of the stipend shall be reduced by the amount of any salary increments subsequently received by the Member.

Workload Arrangements During the Appointment

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

Department Chairs and Directors of Schools

Workload Arrangements After the Appointment

7. Upon completion of five continuous years or more in the position, the Chair of a Department is entitled to twelve months Modified Alternative Workload. A Member serving as Chair for less than five years is entitled to a period of Modified Alternative Workload of two months for each year served as Chair. A Member may not accumulate more than twelve months of Modified Alternative Workload eligibility.
- 7.1 This arrangement shall allow a Member who has served as Chair to devote himself or herself to Research and/or Teaching, either exclusively, or to a greater extent than expected for a Member with a Normal Workload. Such a period of Modified Alternative Workload shall be arranged using the provisions of the Article Alternative Workload, with the exception of the provisions of Clauses 2 and 2.1 of that Article, and shall be agreed to at the time of Appointment of the Member to the position of Chair.
- 7.2 The period of Modified Alternative Workload shall be continuous, shall begin immediately upon completion of the term as Chair and shall commence on July 1 or January 1 except by mutual agreement of the Member and the Employer.
- 7.3 Unless specified otherwise in the Letter of Appointment, any vacation to which a Member is entitled in a year during which the Member has a Modified Alternative Workload that includes the period July 15 to August 15 shall be deemed taken during the period of Modified Alternative Workload.
- 7.4 Subject to the provisions of Clause 7.5 of this Article, a period of Modified Alternative Workload must be separated from a period of Sabbatical Leave or other Leaves (with the exception of Compassionate Leave, Court Leave, Pregnancy, Parental and Adoption Leave and Sick Leave) by a minimum of twelve months.
- 7.5 A period of Modified Alternative Workload can be combined with other periods of Modified Alternative Workload, Sabbatical Leave or other Leaves (with the exception of Compassionate Leave, Court Leave, Pregnancy, Parental and Adoption Leave and Sick Leave) as long as the total period does not exceed twelve months, except by mutual agreement of the Member and the Employer.
- 7.6 Sabbatical Leave eligibility shall not be accumulated during the period the Member serves as Chair or during the period of Modified Alternative Workload.
8. Unless alternative arrangements are made at the time of Appointment of the Member to the position of Chair, the term of a Member's Appointment as Chair shall be five years and shall commence on July 1. A Member may be appointed to a second term as Chair of the same Department and, in exceptional cases, to a third or further term.

Department Chair Selection Committee

9. Each Department shall have a Chair Selection Committee, when required according to Clause 9.1 of this Article.

Department Chairs and Directors of Schools

- 9.1 The Deans shall call for election of Members to the Chair Selection Committee no later than the month of May of the year preceding the last year in the term of a current Chair, or when a vacancy occurs through departure of a Chair before the end of his or her term.
- 9.2 The Chair Selection Committee shall consist of:
- a) the Provost, or designate;
 - b) the Dean of the Faculty with fiscal responsibility for the Department, who shall chair the Committee but shall not vote except in the case of a tie;
 - c) where the Department has Members involved in the teaching and supervision of graduate students, the Dean of Graduate Studies;
 - d) four Tenured Members from the Department, elected by Members of the Department. Where a Department has fewer than four Tenured Members, the Members of the Department shall elect ~~two~~ Tenured Members from the Department and ~~two~~ other Full-Time Members from the Department. If there are not enough eligible Members in the Department, the Faculty Council shall elect the remaining Tenured Full-Time Members from one or more of the other Departments within the Faculty;
 - e) two Tenured Members who are not from the Department, elected by the Faculty Council.
- 9.3 Following the election of Members to the Chair Selection Committee, the Dean shall inform the Members in the Department of the names of the members of the Committee.
- 9.4 The Chair Selection Committee shall be convened by the Dean as soon as possible after the election of the members of the Committee.

Acting Department Chairs

10. Where the position of a Department Chair becomes vacant and a successor has not been appointed, the Dean shall, after consultation with the Department, appoint an Acting Chair to serve until such time as a recommendation from the Chair Selection Committee has been approved by the Employer, and the Chair has taken up the Appointment. The Dean's consultation with the Department shall include an invitation to all Members in the Department to provide their views on the suitability of Members of the Department to serve as Acting Chair and subsequently to provide their views on the suitability of the individual being proposed as Acting Chair.
- 10.1 The term of office for an Acting Chair shall not exceed ~~two~~ years and shall not be renewable.
- 10.2 A Member serving as Acting Chair shall continue to accumulate eligibility for a Sabbatical Leave, but shall not accumulate any entitlement to a period of the Modified ~~Alternative~~ Workload.

Department Chairs and Directors of Schools

- 10.3 A Member serving as Acting Chair shall receive an annual stipend. The amount of the stipend shall be determined by negotiation between the Member and the Dean at the time of Appointment to the position of Acting Chair. A Member shall not continue to receive the stipend following the conclusion of his or her Appointment as Acting Chair.

Consultation with the Department

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

Selection of the Department Chair

12. Any New Institutional Performance Indicators included in materials provided to external reviewers invited to review the Department as part of the Chair selection process shall be in accord with the provisions of the Article ***Institutional Performance Indicators***.
- 12.1 The Chair Selection Committee shall consider all written submissions received from Members of the Department and the **report(s)** of external reviewers invited to review the Department as part of the Chair selection process.
- 12.2 Unless the current Chair is leaving the University (for example, through retirement or resignation) or has indicated in writing that he or she does not wish to be a candidate for a further term as Chair, the Committee may, after reviewing the Chair's performance, make a recommendation to the Employer through the Dean that the Chair be reappointed to a further term. A current Chair who is not in his or her first term as Chair shall not be recommended for a further term as Chair except in exceptional circumstances that have been documented by the Committee in its recommendation.
- 12.3 The Employer shall approve or deny this recommendation. If the Employer denies the recommendation of the Committee, the Employer shall provide a written explanation for the denial to the Committee.
- 12.4 Where the current Chair is leaving the University, or has indicated in writing that he or she does not wish to be a candidate for a further term as Chair, or where the Committee has not recommended that the current Chair be appointed to a further term, or where the Committee's recommendation that the current Chair be appointed to a further term has not been approved by the Employer, the Dean shall advertise the position within the University and shall also advertise the position externally where the Employer has approved the possibility of Appointment of an **external** candidate. Candidates shall supply evidence of their previous performance in Teaching, Research and Service.

Department Chairs and Directors of Schools

- 12.4.1 The Committee shall consider all applicants.
- 12.4.2 The Departmental members of the Committee shall consult the Members in the Department to ascertain their opinions and preferences regarding any short-listed candidates. In the case of external candidates the Committee shall ensure that Members in the Department have an opportunity to become aware of the candidate's qualifications and suitability for the position of Chair; this shall involve an invitation to meet with the candidate and to review the ***curriculum vitae*** of the candidate.
- 12.4.3 The Committee shall make a recommendation to the Employer through the Dean. This recommendation may be that one of the applicants be appointed as Chair, or that none of the applicants is acceptable. In the latter case, the position shall be re-advertised in accord with the provisions of Clause 12.4 of this Article.
- 12.4.4 Where the Committee recommends an internal Appointment, the Employer shall approve or deny the **recommendation** of the Department Chair Selection Committee. If the Employer denies the recommendation of the Committee, the Employer shall provide a written explanation for the denial to the Committee.

External Candidates

13. Where the Committee recommends an **external** candidate and the Employer agrees that an external Appointment is possible, the Employer shall place the ***curriculum vitae*** of the recommended candidate, the evidence of previous performance in Teaching, Research and Service provided by the recommended candidate, and any letters of reference for the recommended candidate used by the Committee, before the appropriate Promotion and Tenure Committee.
- 13.1 The Promotion and Tenure Committee shall recommend to the Employer whether or not Tenure should be granted, and shall recommend the rank at which the Appointment is to be made.
- 13.2 The Employer shall approve or deny the recommendations of the Department Chair Selection Committee and the Promotion and Tenure Committee. If the Employer denies the recommendation of either Committee, the Employer shall provide a written explanation for the denial to both Committees.

Appointment

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

Department Chairs and Directors of Schools

shall be **co-signed** by the Dean and the Provost or designate and shall be placed in the Member's Official File.

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

Directors of Schools

15. Each School shall have a Director.
16. The Director shall have a Tenured Appointment or, in exceptional circumstances, be a Member with an **Externally-Funded** Appointment or a Member from a Clinical Department. Such exceptions may occur only if the prospective Director is at least at the rank of Associate Professor and, in the opinion of the Selection Committee, has appropriate experience in each of Teaching, Research and Service. Where such exceptions occur, the Member who serves or has served as Director shall not be dismissed if he or she is within five years of the starting date of his or her initial appointment except and only in accord with the provisions of the Article Discipline, and any non-renewal beyond the Member's sixth consecutive year of service shall only be on one or more of the grounds listed in Clause 8.3 of the Article Appointments. A faculty member may not simultaneously be a Director and a member of the Board of **Governors**.
17. The Dean with fiscal responsibility for the School shall consult with the Director on the School's budgetary requirements and delegate administrative responsibilities to the Director. Such responsibilities shall be in accord with this Collective Agreement and shall be specified in the Letter of Appointment described in Clause 14. With respect to the Provisions of the Articles **Annual Performance** Evaluation, Appointments, Promotion and Tenure and Workload, the responsibilities of the Director shall include those assigned to the Department Chair in this Collective Agreement.
18. The Dean shall consider and respond to any proposals or issues concerning the School brought forward by the Director.
19. The terms of employment, and process of selection and Appointment of Directors shall be in accord with the provisions of Clauses 5 through 14, inclusive, of this Article; for these purposes, the terms Chair and Department in Clauses 5 through 14 of this Article shall be replaced by Director and School, respectively.

DISCIPLINE

General

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

Types of Discipline

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

Written Warning or Reprimand

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

Suspension

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

Dismissal

5. Dismissal means the termination of Appointment without the Member's consent.
- 5.1 Mere non-renewal of a Limited-Term or Visiting or Externally-Funded or Limited-Duties Appointment does not constitute dismissal. Not granting Tenure to a Probationary Member does not constitute dismissal.
- 5.2 Grounds for dismissal of a Member shall be:
 - a) gross misconduct, which may be found to arise from a single incident but which also may include repeated serious misconduct;

Discipline

- b) persistent failure to discharge Academic Responsibilities through incompetence or neglect of duties; or
- c) abandonment of duties.

Medical Disability

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

Disciplinary Process Distinct from Academic Assessments

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

Investigation

- 8. The Employer may investigate any allegation which, if proven, would warrant taking disciplinary proceedings against a Member. Subject to Clause 8.2.1, as soon as practicable after an allegation has been made, the Employer shall endeavour to inform the Member that an allegation has been made.
- 8.1 All Members involved shall have the right to receive assistance and representation from the Association, as the Association deems appropriate.
- 8.2 Subject to Clause 8.2.1, and as soon as practicable, but no later than ten days after commencing an investigation, the Employer shall advise the Member in writing of the substance of the allegations and the scope of the investigation and invite the Member to respond to the allegation(s) by meeting with the Employer or by submitting materials or both. The Employer shall simultaneously inform the Member of his or her rights under Clause 8.1 above.
- 8.2.1 The Employer may withhold information, decide not to notify the Member or delay notifying the Member if there are grounds to believe there is a risk of significant harm to another person or that the investigation may otherwise be jeopardized.

Discipline

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

Disciplinary Process

9. After the investigation described in Clause 8, where the Employer has concluded that discipline of the Member is warranted, the Dean of the Member's Faculty shall initiate the process by inviting the Member to a meeting. The letter of invitation shall state the time and place of the meeting, and shall state that the Member has the right to have an Association representative at the meeting. The meeting shall take place within thirty days of the sending of the invitation.
- 9.1 A Member may respond in person or through an Association representative. Should a Member fail to respond to the invitation within ten days or fail to attend a meeting on the matter, without reasonable excuse, the Employer may proceed to reach its own conclusion about the matter and take commensurate disciplinary action.
- 9.2 At the meeting, the Employer shall provide the Member with details of the disciplinary measures proposed.
- 9.3 Any Grievance related to a suspension or dismissal shall start at Step 3.

Discipline

- 9.4 A Member who is suspended shall receive full salary and benefits until any Grievance contesting such disciplinary action has been finally resolved through Arbitration or until the time for filing a Grievance has lapsed.
- 9.5 A Member who is dismissed shall receive a lump sum equivalent to four months full salary within five working days of the effective date of dismissal, such sum to be deducted from any retroactive salary ordered through Arbitration.
- 9.6 At an Arbitration or Grievance hearing relating to discipline, the onus is on the Employer to prove that the discipline was for just cause.

Institutionalized Member

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

Sunset Provision

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

Restriction on Discipline

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

DURATION OF THE AGREEMENT

1. This Collective Agreement shall be in force, except where specific Articles provide otherwise, for four years from July 1, 2002, until June 30, 2006.

EDUCATION LEAVE

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

Education Leave

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

ELECTED PUBLIC OFFICE LEAVE

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

EMERGENCY SUSPENSION

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

EMPLOYMENT EQUITY

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

Employment Equity

- a) the total number of applicants and the number with doctorates or other appropriate professional qualifications, the numbers of male and female applicants and, where known, the same information for applicants from the other designated groups;
 - b) a ranked short-list which formally presents the qualifications of each candidate and the reasons for the ranking. The Committees shall review this report before recommending any formal offer of Appointment; and,
 - c) where the information required in Clauses 6 a) and 6 b) of this Article is incomplete or otherwise problematic, the available information shall nevertheless be reported as fully as possible, with explanation. So as to improve the quality of this information, the Employer shall develop appropriate methods of collecting and reporting the information, and shall submit a report on these methods to the Association by June 30, 2003.
7. The criteria used to evaluate candidates for Appointment, renewal, Promotion and Tenure shall not allow for systematic discrimination against members of designated groups.
 8. The Employer shall fill and maintain the full-time position of Director of Equity Services and provide support for that position.
 9. The Employer shall supply all Members chosen to serve on Appointments and Promotion and Tenure Committees with a copy of the Employment Equity Guide for Appointment/Promotion and Tenure Committees, and any other written information about the equity context and application of relevant federal and provincial legislation, including immigration statutes, and of University policies. The Employment Equity Guide shall also be made available, in electronic form, on both the University and UWOFA websites. Members shall familiarize themselves with such information as a condition of serving on such Committees. Furthermore, the Dean, or designate, shall ensure that committees are aware of the relevant legislation and University policies, and the Dean or designate and the Members participating in the work of the committees shall share responsibility for ensuring that the relevant legislation and University policies are followed throughout the deliberation of the committees. The committees may call upon the Office of Equity Services for assistance.
 10. The Parties agree to establish an Employment Equity Committee. This Committee shall consist of: two representatives appointed by the Association at least one of whom shall be a member of one of the designated groups; and two representatives appointed by the Employer, at least one of whom shall be a member of one of the designated groups; the Director of Equity Services shall be a non-voting member. A representative of the Association and a representative of the Employer shall serve as co-chairs of the Committee.
 11. The Employment Equity Committee shall be advisory to the President's Standing Committee on Employment Equity and shall:
 - a) serve as a vehicle for discussions between the Parties concerning the development, implementation and monitoring of such equity programs as are or may be required by law, or by University policy and this Collective Agreement;

Employment Equity

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

ENTRY OR RETURN OF ACADEMIC ADMINISTRATORS TO THE BARGAINING UNIT

1. Any Academic Administrators who are excluded from the Bargaining Unit by virtue of their office shall, upon completion of their term of office or resignation or removal therefrom take up Membership in the Bargaining Unit as Full-Time Members in the Faculties or Departments in which they hold continuing Appointments.
- 1.1 Upon completion of five continuous years or more in the Academic Administrative position, an Academic Administrator is entitled to twelve months Modified Alternative Workload. An Academic Administrator serving for less than five years is entitled to a period of Modified Alternative Workload of two months for each year served in the Academic Administrative position. An Academic Administrator may not accumulate more than twelve months of Modified Alternative Workload eligibility.
- 1.1.1 This arrangement shall allow a Member who has served as an Academic Administrator to devote himself or herself to Research and/or Teaching, either exclusively, or to a greater extent than expected for a Member with a Normal Workload. Such a period of Modified Alternative Workload shall be arranged using the provisions of the Article **Alternative Workload**, with the exception of the provisions of Clauses 2 and 2.1 of that Article, and shall be agreed to at the time of Appointment to the Academic Administrative position.
- 1.1.2 The period of Modified Alternative Workload shall be continuous, shall begin immediately upon completion of the term of the Academic Administrative position and shall commence on July 1 or January 1 except by mutual agreement of the Member and the Employer.
- 1.1.3 Unless specified otherwise in the Letter of Appointment to the Academic Administrative position, any vacation to which a Member is entitled in a year during which the Member has a Modified Alternative Workload that includes the period July 15 to August 15 shall be deemed taken during the period of Modified Alternative Workload.
- 1.1.4 Subject to the provisions of Clause 1.1.5 of this Article, a period of Modified Alternative Workload must be separated from a period of Sabbatical Leave or other Leaves (with the exception of Compassionate Leave, Court Leave, Pregnancy, Parental and Adoption Leave and Sick Leave) by a minimum of twelve months.
- 1.1.5 A period of Modified Alternative Workload can be combined with other periods of Modified Alternative Workload, Sabbatical Leave or other Leaves (with the exception of Compassionate Leave, Court Leave, Pregnancy, Parental and Adoption Leave and Sick Leave) as long as the total period does not exceed twelve months, except by mutual agreement of the Member and the Employer.
- 1.1.6 Sabbatical Leave eligibility shall not be accumulated during the period served in the Academic Administrative position or during the period of Modified Alternative Workload.
2. Subject to the provisions of Clauses 8.3 b) and 16.5 b) of the Article **Appointments**, Members shall not be displaced from their Faculties or Departments by reason of the return of Academic Administrators to the Bargaining Unit.

EXCHANGE LEAVE

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

Exchange Leave

11. Members on Exchange Leave are not eligible for consideration for Promotion and/or Tenure while on Leave. In the case of a Member on a Probationary Appointment the period of the Exchange Leave is included in the term of the Appointment. The record of activity in Teaching, Research, and Service during the Exchange Leave shall be included if/when a participant is subsequently considered for Promotion and/or Tenure.

FINANCIAL EMERGENCY

General

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

Assertion of Financial Emergency

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

Evaluation of Financial Situation

8. The Financial Commission shall meet to consider the possible Financial Emergency as specified in the President's formal notice and whether to confirm or deny that a Financial Emergency exists.

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

Financial Emergency

Implementation

9. The implementation of layoffs shall be supervised by a three person subcommittee of the Joint Committee on Implementation: one chosen by the Employer, one chosen by the Association and a Chair chosen by the other two subcommittee members. The subcommittee shall verify that layoffs are consistent with the principles set out in this Clause before they are implemented.

9.1 Subject to Clause 9.2, Members shall be laid off across the Bargaining Unit regardless of discipline, rank, tenure status, Appointment status, length of service or performance.

9.2 The number of days of layoff shall be determined as follows:

a) a Nominal Annual Salary (NAS) shall be determined for each Member. For Members holding a Full-Time Appointment, the NAS shall be the regular annual salary on the date the Financial Emergency was verified. For other Members, the NAS shall be three times the salary payable in the term in which the date the Financial Emergency was verified falls;

b) a Standard Number of Days (SND) of layoff shall be determined. The actual number of days of layoff required of each Member shall be as follows:

(i) Members whose NAS does not exceed two-thirds of the Floor Salary for Assistant Professors shall not be laid-off;

(ii) Members whose NAS equals or exceeds four-thirds of the Floor Salary for Assistant Professors shall be required to take the Standard Number of Days of layoff, rounded down to the nearest half day;

(iii) Members whose NAS is between two-thirds and four-thirds of the Floor Salary for Assistant Professors shall be required to take the number of days of layoff given by the following formula

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

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

c) Regardless of when the days of layoff are taken by Members, each Member's salary shall be temporarily reduced by an amount equal to 0.4167 percent for each day of layoff required,^{§§§} and such reduction shall remain in effect during the term of the verified Financial Emergency;

^{§§§} 0.4167% is 1/240. Assume 20 "working days" in each month.

Financial Emergency

- d) During a period when Members' salaries are reduced by virtue of the imposition of layoff, all benefit plans which are salary-related, including but not limited to pensions and life insurance coverage, shall continue to be based on Members' unreduced salaries, and all applicable Employer and Member contributions to such plans shall continue to be made on the basis of unreduced salaries;
- e) The Standard Number of Days of layoff shall be that number required to achieve the reduction in the budgetary allocation to salaries and benefits for Members specified by the Financial Commission.

- 9.3 Members shall be notified of the number of their layoff days within thirty days of the date on which the subcommittee is established under Clause 9.
- 9.4 Members shall schedule layoff days so as to avoid interference with scheduled academic activities.
- 9.5 In accord with Clauses 4 and 5 of this Article, when a second or further assertion of Financial Emergency is not made, the Employer shall, at the conclusion of the period of Financial Emergency, restore all salaries to their pre-layoff level, including negotiated salary and benefit increases suspended under Clause 7.

Consecutive Financial Emergency

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

GRIEVANCE AND ARBITRATION

General

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

Definitions

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

Types of Grievance

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

Application

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

Time Limits

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

Informal Resolution

11. Except as otherwise specified in Clause 9 above, a Member or Group of Members must attempt to resolve a dispute by informal discussion with his/her/their Dean/Associate Dean before the initiation of a formal Grievance. A meeting shall be convened by the Dean/Associate Dean in order to deal with the matter. Normally this meeting will involve the Dean/Associate Dean and the Member only. The Member or Group of Members presenting the complaint(s) has the right to have the Association and/or an Academic Colleague present at this meeting, and to have Association representation at his/her/their request. Prior to the meeting the Dean shall inform the Member or Group of Members, in writing, of this right. The Dean/Associate Dean may be accompanied by another representative of the Employer.
- 11.1 In the event the Dean or Associate Dean declares a conflict of interest, the Dean or Associate Dean shall withdraw from the proceedings. The Provost shall appoint a Dean or an Associate Dean from another Faculty as a substitute.
- 11.2 If the dispute is resolved at the informal stage, the matter shall be reduced to writing by the Dean/Associate Dean within ten days of the meeting at which the complaint was discussed and the Member's or Members' signature(s) shall confirm his/her/their acceptance of the resolution, and his/her/their acknowledgment of being informed of the right to Association presence or representation at the informal discussion meeting. A copy of this document shall be forwarded to the Association and the Office of Faculty Relations.

Grievance and Arbitration

- 11.2.1 The resolution of a complaint at the informal stage shall be binding on the signatories to the resolution. However, any resolution, withdrawal or abandonment of a complaint which has been referred to the informal stage shall be without prejudice or precedent and shall not be binding on the Parties to the Collective Agreement regarding any future similar issue unless the Parties to the Collective Agreement agree otherwise in writing. Such without prejudice or precedent resolution, withdrawal or abandonment of a complaint shall not preclude either Party from filing a Policy Grievance on the specific issue leading to the complaint. The resolution, withdrawal or abandonment of a complaint shall not form part of such a Policy Grievance, nor shall the Member or Group of Members who are signatories to the resolution, withdrawal or abandonment of a complaint be required to be a witness in the Policy Grievance.
- 11.3 In the event that the Member(s) and the Dean/Associate Dean cannot resolve the dispute, the Dean/Associate Dean shall, within five days of the informal meeting, forward in writing to the Member(s) reasons for denying the complaint.

Formal Grievance Process

Step 1

12. Where there is no resolution at the informal stage the Association may decide to proceed with a formal Grievance. The Grievance must be filed with the Dean/Associate Dean in writing within fifteen days of the expiry of the time limits specified in Clause 11 above, or within thirty days of the Member(s) knowing of, or of when the Member(s) ought reasonably to have known of, the event which is the subject of the Grievance, whichever is later. The Grievance should set out the event which is the subject matter of the Grievance, specify the Article or Articles or right which has or have been allegedly breached, and identify the remedy sought.
- 12.1 The Dean/Associate Dean or designate, who may be accompanied by another representative of the Employer, shall meet with the grievor(s) and the grievor(s)' Association representative within ten days from the receipt of the Grievance. The Member also has the right to be accompanied by an Academic Colleague at the meeting with the Dean/Associate Dean or designate pertaining to the Grievance. The Dean/Associate Dean or designate shall forward his/her written decision to the Association within five days of such meeting. A decision to deny the Grievance shall specify reasons for denying the Grievance.
- 12.2 If the Grievance is resolved at this Step, such settlement shall be reduced to writing and countersigned by the grievor, the Association representative and the Dean/Associate Dean or designate within five days after the Step 1 meeting. Any such settlement shall not set a precedent with respect to any other matter or circumstances unless the Parties to the Collective Agreement agree in writing to be bound in the future by such a settlement.

Step 2

13. Failing a resolution at Step 1, the Grievance may proceed to Step 2 within five working days of receipt of the decision at Step 1. A Grievance filed at Step 2 shall be submitted in writing to the Provost through the Director of Faculty Relations. The submission shall contain, in

addition to the information provided in Step 1 (if there was such a Step), any correspondence or other documents presented at Step 1 and the written disposition thereof.

- 13.1 Grievances initiated at Step 2 under Clause 9 above must be filed within thirty days of the event giving rise to the Grievance, or within fifteen working days of the date upon which the grievor knew or ought reasonably to have known of the event, whichever is later.
- 13.2 The Provost or designate, who may be accompanied by another representative of the Employer, shall meet with the grievor(s) and up to two Association representatives within ten days from the receipt of the Grievance.
- 13.2.1 The same decision-maker shall not hear both Step 1 and Step 2 of the same Grievance.
- 13.3 The Parties agree to provide copies of all documents relevant to the subject matter of the Grievance at least two days prior to the Step 2 meeting.
- 13.4 If the Grievance is resolved at this Step, such settlement shall be reduced to writing and countersigned by the grievor, the Association representative and the Dean within ten working days after the date of the Step 2 meeting.
- 13.5 If no settlement is reached at Step 2 the Provost or designate shall within five days after the date of the last meeting under Clause 13.2 forward his/her written decision, with reasons, to the Association.

Step 3: Arbitration

14. If no settlement is reached at Step 2, the Association may submit the Grievance to Arbitration within ten days of receipt of the Step 2 response as follows:
 - 14.1 Appointment of the Arbitrator: Except in cases involving the termination of employment for cause, or the denial of Tenure, or where the Parties agree to the selection of an Arbitration Board, upon receipt of a notice of intention to proceed to Arbitration, the Employer and the Association shall select one Arbitrator from the list of Arbitrators in Appendix C of this Agreement. Unless otherwise agreed, Arbitrators shall be selected on a rotating basis from the list. The appointment of the Arbitrator shall be conditional upon the Arbitrator's agreeing that the award shall be delivered within sixty days of the completion of the hearing (unless the Parties agree otherwise) and that no account shall be rendered until the final award has been rendered.
 - 14.2 Arbitration Board: Where the Parties agree or if the case to be arbitrated concerns the termination of a Member's employment for cause or the denial of Tenure, a Grievance may be submitted to an Arbitration Board. Notification shall be provided in writing to the other Party, within twenty-one days of the decision to proceed to Arbitration, indicating the name of an appointee to an Arbitration Board. The third member of the Arbitration Board, who shall be the Chair of the Board, shall be selected by the Parties from the list of Arbitrators in Appendix C of this Agreement. The Appointment of the Chair shall be conditional upon the Chair's agreeing that the award shall be delivered within sixty days of the completion of the hearing (unless the Parties agree otherwise) and that no account shall be rendered until the

Grievance and Arbitration

final award has been rendered. The decision of the majority is the decision of the Arbitration Board, but, if there is no majority, the decision of the Chair governs. Appointments from within the University community to the Arbitration Board shall be unpaid and shall be deemed equivalent to Service on other University committees.

- 14.3 Duties and Powers of the Arbitrator or Arbitration Board: An Arbitrator or an Arbitration Board, as the case may be, has the powers of an Arbitrator or an Arbitration Board under the Ontario Labour Relations Act, but has no jurisdiction to alter, amend, add to or subtract from this Agreement or to render a decision inconsistent with its terms.
- 14.4 Costs of Arbitration: Both Parties agree to pay 50% of the fees and expenses of the single Arbitrator. In the case of an Arbitration Board, the Parties agree to pay the fees and expenses of their respective appointees and 50% of the fees and expenses of the Chair of the Arbitration Board.

Other

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

HEALTH AND SAFETY

1. The Employer and the Association agree that the protection of the health and safety of Members and other persons in the workplace is an important matter of mutual concern and that both the Employer and the Members have responsibilities as delineated in the Occupational Health and Safety Act, R.S.O. 1990, c. O.1 (hereinafter "the Act").

Responsibilities of the Employer

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

Responsibilities of Members

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

The Joint Occupational Health and Safety Committee

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

Health and Safety

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

IMPLICATIONS OF TECHNOLOGY

1. For the purposes of this Article, an Information and Communication Technology (ICT) is a device, technique or method used in the transmission, re-transmission, broadcasting, telecommunication (including teleconferencing), recording, and reception, in electronic form, of data, images, and text in support of the fulfilment of Academic Responsibilities by Members, including but not limited to the technologies of multimedia, videotape, audiotape, digital recording, computer-mediated information processing and communication (including electronic mail), and transmission or reception via the Internet or World Wide Web.
2. The Parties agree that within the context of operating requirements of the University Members may select and use ICTs that enable them to fulfil their Academic Responsibilities. The Employer, through the **website** of Information Technology **Services**, will advise Members of new ICTs that are supported by the University, the nature of the support available, and any training opportunities for their use.
- 2.1 Except as provided for in this Collective Agreement, a Member shall not be obliged to use ICTs unless their use is required for the fulfilment of Academic Responsibilities.

Alternative Learning Technologies

3. For the purposes of this Article, Alternative Learning Technologies (ALTs) are technologies that provide alternative modes of delivering credit courses or components of credit courses. A course taught using ALTs shall refer to a course taught in whole or in part through ALTs. The creation of a course taught through ALTs shall also include the modification of a course taught through ALTs, conversion of a course from traditional instructional methods to ALTs, and conversion from one ALT to another. Credit courses using ALTs may include but are not limited to: correspondence courses; distance education; courses which in whole or in part are videotaped, recorded, broadcast, televised, or digitally rendered in multi-media formats; online courses; and courses delivered in whole or in part by computer-mediated conferencing, electronic mail, or teleconferencing, whether or not these courses are offered on Campus, through the University's internal network, or off Campus through either the Internet or the World Wide Web. Credit courses using ALTs also include credit courses where part of the teaching is done using computers where such use of computers replaces conventional classroom teaching, and credit courses using ICTs to manage the teaching component of a Member's Academic Responsibilities, such as systems for examinations and grading, plagiarism detection systems, electronic class lists, and integrated systems to teach and manage courses in World Wide Web formats.
4. Courses using Alternative Learning Technologies may be part of the assigned teaching load of a Member, and any alteration in load arising from the creation or presentation of such courses shall be recognized as part of the Member's Workload. In determining Workload, consideration will be given to any additional demands placed on Members who teach courses primarily by ALTs.
- 4.1 The introduction of a credit course or courses using ALTs in a Unit shall be subject to the Unit's normal collegial decision making. This requirement shall not preclude the introduction of ALTs into courses by individual Members.

Implications of Technology

5. Every reasonable effort shall be made to assign courses using ALTs in a manner consistent with the desires of Members and their familiarity with the required technology. The Chair or Director, as applicable, and Dean shall consider the innovative nature of the course, the Member's familiarity with the technology used to deliver the course, the appropriateness and effectiveness of the proposed ALTs, the effects on accessibility of the course to students, the available support for and reliability or integrity of the technology, and the availability of human resources.
- 5.1 The creation or delivery of credit courses using ALTs, other than as part of regular or specially assigned duties of a Member, shall occur through Limited-Duties Appointments, according to the provisions of the Article **Appointments**.
6. Members assigned or seeking independently to teach courses using ALTs shall have access to existing training and resources provided by the Employer in order to facilitate the creation and conduct of such courses. Furthermore, Members shall be notified of the resources available to them.

Joint Subcommittee on Implications of Technology

7. There shall be a Joint Subcommittee on Implications of Technology (JSIT) consisting of three persons representing the Employer and three Members representing the Association.
8. At least two representatives of the Employer and two representatives of the Association shall be present at any meeting of the Joint Subcommittee.
9. Meetings of the Joint Subcommittee shall be chaired alternately by a representative of the Employer and the Association.
10. The Joint Subcommittee shall meet at least once each year. Meetings may be called by either the Employer or the Association. Meetings may be cancelled by mutual agreement of the Employer and the Association, and additional meetings may be held by mutual agreement of the Employer and the Association.
11. The Joint Subcommittee shall have the authority to make recommendations to the Employer and the Association on the use of new ICTs by Members where use of such ICTs by Members will have a significant impact on Members' fulfillment of their Academic Responsibilities.
- 11.1 Where changes in existing practices with respect to computing and information technology may have a significant impact on the Academic Responsibilities of Members, the Employer agrees to provide the JSIT with information regarding any proposed change, enhancement or discontinuation of any current ICT, or plans or proposals to introduce any new ICT. Such information shall be communicated in writing by the Provost or designate to the Association with a copy to each member of the JSIT. Such information shall be provided sufficiently in advance of implementation to allow the Joint Subcommittee to meet and consider the proposed changes before they are implemented.

Implications of Technology

12. The Joint Subcommittee shall have no power to interpret or modify the provisions of this Collective Agreement, but may recommend to the Employer and the Association changes to procedures for the application of this Collective Agreement, or changes to the Collective Agreement.
13. The Joint Subcommittee shall cease to exist upon expiry of this Collective Agreement.

INCOME SECURITY

Compassionate Leave

1. The Employer shall grant Compassionate Leave to a Member when a death occurs in his or her Immediate Family. The Dean or designate shall determine the appropriate duration of the Leave after consultation with the Member, considering the need to make arrangements for and/or to attend the funeral or memorial service. Such Leave shall be with pay.
2. For this Article, Immediate Family is defined as the Member's spouse (including common-law partner) of the opposite or same sex, parent, step-parent, mother-in-law, father-in-law, grandparent, grandchild, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, step-child, foster parent, foster child or ward.
3. The Dean or designate may also grant Compassionate Leave for other grounds such as to attend the funeral of a friend or relative other than those specified in Clause 2, to attend to urgent or critical health needs of the Member's Immediate Family, to provide for urgent or extraordinary elder or child care needs of the Member's Immediate Family, or for other personal reasons requiring urgent attention. The Dean's approval of Compassionate Leave on such grounds shall not be arbitrarily withheld. The Dean or designate shall determine the appropriate duration of the Leave after consultation with the Member. Such Leave shall be with pay.
4. A Member requiring Compassionate Leave shall notify the Dean or designate as soon as possible, providing the reasons for the Leave.

Sick Leave and Salary Continuance

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

- 6.3 If a Full-Time Member becomes ill or injured while on Sabbatical Leave such that the Sabbatical Leave cannot be completed, the Member shall go on Sick Leave, and the provisions of Clause 8 of the Article Sabbatical Leave shall cease to apply. If the remaining part of the Sabbatical exceeds three months, the remaining part of the Sabbatical shall be deferred. The scheduling of the deferred period following a return to work shall be determined by mutual agreement between the Member and the Dean.
- 6.4 If a Full-Time Member's absence due to illness or injury continues beyond the fifteen consecutive calendar weeks of Sick Leave (one hundred five consecutive calendar days), the Full-Time Member will be entitled to Long-Term Disability as outlined in Clauses 18 and 19 of this Article.
7. A Part-Time Member who is absent from work as a result of illness or injury shall receive his or her actual salary up to a maximum of fifteen calendar weeks (one hundred five calendar days) in any twelve-month period. Such Sick Leave may be taken to a maximum of eight calendar weeks (fifty-six calendar days) in any Term.
8. A Member shall report any illness or injury arising out of and in the course of his or her employment to his or her Dean or designate as soon as possible.
- 8.1 A Full-Time Member who is absent from work as a result of an illness or injury arising out of and in the course of his or her employment shall be paid his or her actual salary by the Employer for up to the first fifteen weeks of any such absence. Any benefits (not including a Non-Economic Loss Award) from the Workplace Safety and Insurance Board (WSIB) shall be paid to the Employer. Thereafter, if the Member continues to be entitled to such benefits, the Member shall receive the benefits directly from the WSIB.
9. A Member shall inform his or her Dean or designate as soon as reasonably possible of his or her absence due to illness or injury, the expected date of return to work, and any change to the expected date of return to work.
10. After an absence of one week, and when reasonably requested thereafter by the Employer, the Member shall provide a written statement to the effect that the Member is under the care of a Health Care Professional (as recognized by OHIP), describing the Member's ability to attend and perform work, and stating the estimated date of return to work.

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

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

Income Security

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

Return to Work

13. Before a return to work following an illness- or injury-related absence of more than two weeks (fourteen calendar days), or where the Employer has reason to believe that the Member may be unable to return to work or that the Member may require accommodation, the Employer may require the Member to provide medical documentation as described in Clause 11 of this Article. This documentation shall confirm that the Member has been in the care of a Health Care Professional and that, in the opinion of the Health Care Professional,
- a) the Member is able to return to work without restrictions; or
 - b) the Member is able to return to work, with the nature and duration of any work restrictions described.
14. The Employer shall provide a collaborative return-to-work program for Members who are absent from the workplace as a result of illness or injury. The Association shall advise and assist Members regarding participation in this program. A Member shall participate in the program where it is appropriate to the Member's needs. The program will involve the joint efforts of the Member, a representative of the Association, the Member's Health Care Professional, the Member's Dean or designate, and the rehabilitation staff in the Department of Pensions and Benefits. If the return-to-work program involves assessments of physical ability by the Department of Pensions and Benefits or an independent third party, the costs of these assessments shall be paid fully by the Employer.
15. In all cases the return-to-work program shall be consistent with the Parties' duty to accommodate a Member's disability, short of undue hardship, in accord with the provisions of the Ontario Human Rights Code, R.S.O. 1990, c. H.19.
16. If a Member is to return to work with restrictions, the Member's Dean or designate shall contact the rehabilitation staff in the Department of Pensions and Benefits before the Member's return to work.
- 16.1 Following this contact, and normally before the Member's return to work, the Member, the Dean or designate and the rehabilitation staff from the Department of Pensions and Benefits shall meet to discuss any accommodations required for the Member's return to work. At the Member's discretion, he or she may be accompanied at this meeting by a representative of the Association. Any decisions or agreements resulting from this meeting shall be reduced to writing by the Department of Pensions and Benefits. This record shall specify the nature of any work restrictions, and also the nature of any accommodations to be provided. Copies shall be provided to the Dean and the Member, and the Member's Chair or Director, if applicable.

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

Long-Term Disability (Full-Time Members Only)

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

Retention of Previous Entitlements

- 20.** Full-Time Members employed before October, **1969**, retain the unused portion of their Sick Leave coverage credited to them to June **30, 1972**, up to a maximum of six months (twenty-six weeks). If, after an absence of fifteen weeks due to a non-occupational illness or injury, a Member is unable to return to full-time employment, any unused accumulated Sick Leave credits up to a maximum of eleven additional weeks shall be used to pay the difference between the LTD and full salary.

INFORMATION

Information Provided by the Employer

1. The Employer shall provide the Association with the following information in a mutually agreed-upon paper or electronic form:
 - a) a list containing the name, Appointment status, rank, year of first Appointment, year of Appointment to current rank, year of highest degree, birth date, sex, university address, and the nominal and actual salaries of each Full-Time Member employed as of June 30, and still employed on July 1 of each year, by the end of the Calendar Year;
 - b) a list containing the name, sex, pay period, end date and monthly salaries covering all Appointments of each Part-Time Member as of April 30 of each Fiscal Year no later than June 30 of that year;
 - c) the names of all Full-Time Members whose employment has terminated, the dates of terminations, and the categories of termination such as, but not limited to, dismissal, expiration of contract, resignation, retirement or death, within three months of termination; if this date cannot be met, the Parties will meet and determine another mutually agreeable date;
 - d) the names and new ranks of Full-Time Members who have received promotions, and the effective dates of such promotions, no later than the end of the Calendar Year; and
 - e) a list of all Members granted Leave for the present or next Academic Year or part thereof and the type of Leave granted, no later than the end of the Calendar Year.

2. The Employer shall provide the Association with the following information within one month of the information becoming available to the body or agent which normally receives the information, unless a different time is specified below. This requirement may be satisfied by publication of the following information on a University website to which the Association has access:
 - a) agendas, notices of meetings and approved minutes (except for minutes of confidential sessions) of the Academic Staff Pension Board, the report concerning the Pension plans at the time of distribution, and a copy of the current Plan and any amendments to the Plan;
 - b) the quarterly reports provided to the Board of Governors pertaining to the University's financial position throughout the year;
 - c) the annual audited statement of the University when this statement has been approved by the Board, including all appendices, supplements and ancillary documents;
 - d) timely disclosure of the existence and scope of any University plans which could have a substantial impact on the employment conditions of Members;
 - e) each University budget when released to the Senate;

Information

- f) notice, agenda and accompanying exhibits for the public session of Board of Governors meetings when they are distributed to Board members and minutes of the previous meeting in public session after approval by the Board;
 - g) the names and University addresses, if any, of all persons appointed or elected to positions on the Board of Governors and the Senate, together with the names of all persons appointed or elected to Board of Governors or Senate committees, with any terms of reference for those committees at the time of their election or appointment;
 - h) such information about benefit plans, including but not limited to copies of relevant insurance policies, as may be reasonably required by the Association for the purposes of collective bargaining; and
 - i) such other information as may be set out elsewhere in this Agreement that is required to be given.
3. The Employer may annually publish the name, rank, university affiliation and nominal and actual salary, together with any additional stipend, allowance or other taxable benefit for each Member, provided that all information is published for all Members and that the Employer publishes the corresponding information for all employees of the University with academic administrative positions at the level of Associate Dean or above. If such information is published, then all the information for all employees described in this Clause 3 shall be published simultaneously and in the same location or venue.
4. The Association and the Employer agree to review the proportions of Teaching of credit courses done by non-Members, Part-Time Members and Probationary and Tenured Members appointed for that purpose. The Employer shall provide to the Association, for the Fiscal Year commencing May 1, 2000, and annually thereafter, data which indicate the proportion of the Teaching that is done by:
- a) Part-Time Members;
 - b) Probationary and Tenured Members;
 - c) any other Members;
 - d) non-Members.

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

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

Information

Information Provided by the Association

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

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

Correspondence

7. All regular correspondence between the Parties arising out of, or incidental to, this Collective Agreement, except where otherwise expressly provided, shall pass between the President of the Association (or designate) and the Office of Faculty Relations. Such correspondence may either be delivered directly in paper or electronic form, or forwarded through the University's internal postal service. Any correspondence whose original bears a signature and which is delivered in electronic form shall be supplemented by a copy of the original delivered in paper form.
8. Any Grievance arising from the provisions of Clauses 1 through 6 of this Article shall commence at Step 2 in accord with the provision of the Article Grievance and Arbitration.
9. It is agreed that there may be additional informational needs identified between the Parties. Such additional needs will be discussed through the Joint Committee, and the Parties will attempt to mutually agree on what information is required and on the dates on which such information might be provided.

INSTITUTIONAL PERFORMANCE INDICATORS

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

INTELLECTUAL PROPERTY

Definitions

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

Intellectual Property

- 4.1 Expenses means all direct costs and expenses actually incurred by the Employer or the IPC(s) and paid or owed to an arms-length third party (as "arms-length" is used in the Income Tax Act), with respect to the Intellectual Property for:
- a) obtaining and maintaining statutory protection for the Intellectual Property, including direct legal fees and filing and maintenance fees with applicable governmental and regulatory offices;
 - b) any prototype development for the Intellectual Property (including the cost of laboratory supplies and the cost, charged at standard rates, of any technicians or similar personnel engaged in such prototype development); and
 - c) exploiting the Intellectual Property for commercial gain, including travel expenses actually incurred by the IPC(s) and/or personnel of the Office of Industry Liaison, and other marketing expenses, freight and insurance costs incurred in transporting any goods or other material related to the Intellectual Property and any sales, use and other direct taxes and any customs duties and similar governmental charges incurred in respect of the use, sale, assignment, licensing or other disposition of the Intellectual Property and any goods and material related thereto.
- 4.1.1 Expenses shall not include any costs for time spent by Office of Industry Liaison personnel, the IPC(s) or other University personnel in activities referred to in Clauses 4.1 a), b) and c) of this Article or in any other activities related to the Intellectual Property.
- 4.2 Gross Income means:
- a) all revenues, receipts and other consideration, whether in cash or otherwise, paid, transferred or otherwise made available to the IPC(s) or the Employer from arms-length parties; and
 - b) the consideration deemed to be received pursuant to the other terms of this Article, by the IPC(s) or the Employer from non-arms-length parties (as "non-arms-length" is used in the Income Tax Act) from the use, sale, assignment, licensing or other disposition, in accordance with this Article, of the Intellectual Property.

Determination of Income and Expenses

- 4.2.1 Where the Employer or the IPC(s) receive(s) consideration from the use, sale, assignment, licensing or other disposition of Intellectual Property from a non-arms-length party, he/she will be deemed to have received the greater of:
- a) the value of the consideration paid; or
 - b) the fair market value which would be received for that disposition of the Intellectual Property from an arms-length third party. This value shall be established by:

Intellectual Property

- (i) the capital raised by an initial public offering, or provided by a private investor to fund a spin-off company created to exploit the Intellectual Property for commercial gain; or
- (ii) agreement between the Employer and the IPC(s).

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

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

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

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

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

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

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

Intellectual Property Not Arising from Contract Arrangements

5. Intellectual Property not arising from Contract Arrangements, unless otherwise assigned, shall be owned by the IPC(s).

Intellectual Property

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

Intellectual Property

to assist the Employer in this endeavour, and shall complete all necessary documentation (including assignments) as may be required. The Employer shall use such efforts as it believes are reasonable in the circumstances to exploit the Intellectual Property for commercial gain. All such steps shall be taken at no financial cost to the IPC(s) responsible for creation of the Intellectual Property;

- b) the IPC(s) shall not disclose or publish any details of the Intellectual Property for a period of twelve months following the Employer's notification to the IPC(s) of its decision to protect the Intellectual Property and/or exploit it for commercial gain, unless such disclosure or publication has been agreed to in writing by the Employer. Such agreement shall not be unreasonably withheld, particularly when the IPC will be considered for Tenure within eighteen months of the disclosure required under Clause 6 of this Article. For the purposes of determining the start of this eighteen month period, consideration for Tenure begins at the time of application of the provisions of Clauses 15.1 or 15.2 of the Article *Promotion and Tenure*;
- c) the Employer shall provide to the IPC(s), no later than June 30 each year:
 - (i) a statement reporting action taken to protect the Intellectual Property and/or exploit it for commercial gain during the preceding Fiscal Year; and
 - (ii) a statement reporting all expenditures and income (including royalties) forming part of the calculation of Net Income for the preceding Fiscal Year, and such access as is within the Employer's control to any statements or records as may be required for the IPC(s) or delegate(s) to verify the accuracy of this statement.
- d) where the Intellectual Property has not been exploited for commercial gain through a spin-off company (for example, where the Intellectual Property has been exploited for commercial gain by licensing following protection by patent or other statutory means), the Employer shall, no later than June 30 each year, remit to the IPC(s) a sum equal to 50% of the Net Income for the previous Fiscal Year;
- e) where the Intellectual Property has been exploited for commercial gain through a spin-off company, the Employer shall remit to the IPC(s) a sum equal to 50% of the Net Income for the previous Fiscal Year plus any additional compensation agreed to under the provisions of Clause 7.1.

10.1 The Employer shall seek opportunities for ongoing consultation with the IPC(s) as part of the process of determining how best to commercialize Intellectual Property created by the IPC(s). At no financial cost to the IPC(s), the IPC(s) shall provide the Employer with assistance in ensuring that written descriptions of the Intellectual Property and filings for the seeking of statutory protection are complete and accurate. The IPC(s) shall also continue to provide related know-how around the Intellectual Property that may be needed for its application, commercialization or licensing.

10.2 If at any time the Employer decides not to continue to attempt to protect or exploit for commercial gain the Intellectual Property created by the IPC(s), then at the initiation of the Employer, and with the consent of the IPC(s), the Employer shall transfer the rights to the

Intellectual Property and any issued or pending registration for statutory protection to the IPC(s), in which instance responsibilities of the IPC(s) concerning such commercialization shall be the same as those described in Clause 11 of this Article.

- 10.3 If at any time the Employer is not fulfilling its responsibilities to protect and/or exploit the Intellectual Property, the IPC(s) may request that the Employer transfer the rights to the intellectual Property, and any Issued or pending registration for statutory protection, to the IPC(s). Any disputes arising from the application of this Clause shall be resolved according to the provisions of Clauses 22 and 23 of this Article.
11. If the IPC(s) do(es) not assign rights for protection and/or commercialization to the Employer, or the Employer does not assume responsibility for protection and/or exploitation, or if the Employer ceases such activity under the provisions of Clause 10.2 or 10.3, the IPC(s) is(are) free to protect the intellectual Property and/or exploit it for commercial gain independently of the Employer. In such circumstances, the IPC(s) shall:
- a) assume the responsibility for protection and/or exploitation of the Intellectual Property. This may include, but is not limited to, application for patents or other registered statutory protection, and the negotiation of sales, assignments, licenses or other dispositions of that Intellectual Property. The IPC(s) shall use such efforts as he/she (they) believe(s) are reasonable in the circumstances to exploit the Intellectual Property for commercial gain. All such steps shall be taken at no cost to the Employer;
 - b) provide the Employer, no later than June 30 each year:
 - (i) a statement reporting action taken to protect the Intellectual Property and/or exploit it for commercial gain;
 - (ii) a statement reporting all expenditures and income (including royalties) forming part of the calculation of Net Income for the previous Fiscal Year and such access as is within the IPC(s) control to any statements or records as may be required for the Employer to verify the accuracy of this statement; and
 - c) remit to the Employer a sum equal to 25% of the Net Income for the previous Fiscal Year, unless the Intellectual Property is Free Standing Computer Software Intellectual Property, in which case the IPC(s) shall remit to the Employer a sum equal to 12.5% of the Net Income for the previous Fiscal Year. In the case of computer software Intellectual Property defined under Clause 1.1 c) of this Article, the IPC(s) shall remit to the Employer a sum equal to 6.25% of the Net Income for the previous Fiscal Year.
- 11.1 If at any time following the periods specified in Clauses 7 and 8 of this Article, neither the Employer nor the IPC(s) choose(s) to protect and/or exploit, or continue to protect and/or exploit the Intellectual Property, then the IPC(s) shall be free to publish or disclose the details of the Intellectual Property.

Intellectual Property

Intellectual Property Arising from Contract Arrangements

12. No Member shall independently enter into a direct contractual relationship with a body or bodies external to the University where the contract places the Member under an obligation to generate Intellectual Property as part of his or her Academic Responsibilities, and/or to generate Intellectual Property using University facilities.
13. The Employer may, at a Member's request, or with a Member's permission, enter into a Contract Arrangement with an external body on the Member's behalf. The terms of the Contract Arrangement shall be subject to the approval of the Member, the Employer and the external body.
 - 13.1 The Contract Arrangement shall specify the extent to which the Member, the Employer, the external body, and any other participants share in the ownership of any Intellectual Property created under the Contract Arrangement, and shall specify which party(ies) shall have the right to protect the Intellectual Property and exploit it for commercial gain.
 - 13.2 The Contract Arrangement shall specify any period of time that must elapse before any of the participants in the Contract Arrangement can publish or otherwise disclose any Intellectual Property created under the Contract Arrangement. Such period of time shall not exceed one year, but may be extended once by agreement of all the parties; under no circumstances may the extension exceed one year.
 - 13.3 All Contract Arrangements shall be consistent with regulations and policies promulgated by Senate or the Board of Governors at the time of ratification of this Collective Agreement.
 - 13.4 In the case that the Member possesses sole ownership of the Intellectual Property and the exclusive right to protect the Intellectual Property and exploit it for commercial gain under the provisions of Clause 13.1 of this Article, Clauses 6 to 12, Inclusive, of this Article shall apply.
 - 13.5 In the case that the external body who is a party to the Contract Agreement possesses sole or partial ownership of the Intellectual Property and partial or exclusive right to protect the Intellectual Property and exploit it for commercial gain under the provisions of Clause 13.1 of this Article, if at any time the external body relinquishes its rights then, subject to any Employer rights specified in the Contract Agreement, ownership of the Intellectual Property shall revert to the Member and Clauses 6 to 12, inclusive, shall apply.
 - 13.6 In the case that the Employer has sole ownership and the exclusive right to protect the Intellectual Property and exploit it for commercial gain under the provisions of Clause 13.1 of this Article, Clauses 13.6.1 to 13.6.7, inclusive, shall apply.
 - 13.6.1 Full details of any Intellectual Property created by (an) IPC(s) shall be disclosed to the Employer in writing, on a form provided by the Office of Industry Liaison. This disclosure shall be made to the Employer through the Office of Industry Liaison and shall be sufficiently detailed to allow an assessment of the suitability of the Intellectual Property for protection and exploitation for commercial gain. The Employer shall not disclose to a third party any information about the Intellectual Property that would jeopardize the IPC(s)

Intellectual Property

ability to protect the Intellectual Property or exploit it for commercial gain, should the IPC wish or the Employer not wish to protect the Intellectual Property and/or exploit it for commercial gain.

- 13.6.2 The Employer shall, within four months of receiving the disclosure by the IPC(s), notify the IPC(s) whether it intends to seek protection of the Intellectual Property and/or seek to exploit it for commercial gain. This period may be extended by mutual consent of the Employer and the IPC(s). During this period and any extension thereof, the IPC(s) shall not make any disclosure that in any way would jeopardize the Employer's ability to protect and/or exploit the Intellectual Property for commercial gain, without the consent of the Employer.
- 13.6.3 Any decisions of the Employer not to protect Intellectual Property and/or exploit it for commercial gain, or to cease to do so under the provisions of Clause **13.6.6**, are business decisions and not based on an assessment of the academic merits associated with that Intellectual Property.
- 13.6.4 If the Employer undertakes to protect the intellectual Property and/or exploit it for commercial gain, then:
- a) the Employer assumes the responsibility for protection and/or exploitation of the Intellectual Property. This may include, but is not limited to, application for patents or other registered statutory protection, and the negotiation of sales, assignments, licenses or other dispositions of that Intellectual Property. IPC(s) shall make reasonable efforts to assist the Employer in this endeavour, and shall complete all necessary documentation (including assignments) as may be required. The Employer shall use such efforts as It believes are reasonable in the circumstances to exploit the Intellectual Property for commercial gain. All such steps shall be taken at no financial cost to the IPC(s) responsible for creation of the Intellectual Property;
 - b) the IPC(s) shall not disclose or publish any details of the Intellectual Property for a period of **twelve** months following the Employer's notification to the IPC(s) of its decision to protect the Intellectual Property and/or exploit it for **commercial** gain, unless such disclosure or **publication** has been agreed to in writing by the Employer. Such agreement shall not be unreasonably withheld, particularly when the IPC will be considered for Tenure within eighteen months of the disclosure required under Clause **13.6.1** of this Article. For the purposes of determining the start of this eighteen month period, **consideration** for Tenure begins at the time of application of the provisions of Clauses **15.1** or **15.2** of the Article Promotion and Tenure;
 - c) the Employer shall **provide** to the IPC(s), no later than June **30** each year:
 - (i) a statement reporting action taken to protect the Intellectual Property and/or exploit it for commercial gain during the preceding Fiscal Year; and
 - (ii) a statement reporting all expenditures and income (including royalties) forming part of the calculation of Net Income for the preceding Fiscal Year, and such

Intellectual Property

access as is within the Employer's control to any statements or records as may be required for the IPC(s) or delegate(s) to verify the accuracy of this statement;

- d) where the Intellectual Property has not been exploited for commercial gain through a spin-off company (for example, where the Intellectual Property has been exploited for commercial gain by licensing following protection by patent or other statutory means), the Employer shall, no later than June 30 each year, remit to the IPC(s) a sum equal to 50% of the Net Income for the previous Fiscal Year;
- e) where the Intellectual Property has been exploited for commercial gain through a spin-off company, the Employer shall remit to the IPC(s) a sum equal to 50% of the Net Income for the previous Fiscal Year.

13.6.5 The Employer shall seek opportunities for ongoing consultation with the IPC(s) as part of the process of determining how best to commercialize Intellectual Property created by the IPC(s). At no financial cost to the IPC(s), the IPC(s) shall provide the Employer with assistance in ensuring that written descriptions of the Intellectual Property and filings for the seeking of statutory protection are complete and accurate. The IPC(s) shall also continue to provide related know-how around the Intellectual Property that may be needed for its application, commercialization or licensing.

13.6.6 If at any time the Employer decides not to continue to attempt to protect or exploit for commercial gain the Intellectual Property created by the IPC(s), then at the initiation of the Employer, and with the consent of the IPC(s), the Employer shall transfer the rights to the Intellectual Property and any issued or pending registration for statutory protection to the IPC(s), in which instance responsibilities of the IPC(s) concerning such commercialization shall be the same as those described in Clause 11 of this Article unless the IPC chooses to publish the Intellectual Property, in which case it ceases to be Intellectual Property as defined in this Article.

13.6.7 If at any time the Employer is not fulfilling its responsibilities to protect and/or exploit the Intellectual Property, the IPC(s) may request that the Employer transfer the rights to the Intellectual Property, and any issued or pending registration for statutory protection, to the IPC(s), and the IPC(s) is(are) free to protect the Intellectual Property and/or exploit it for commercial gain in accord with the provisions of Clause 11 of this Article. Any disputes arising from the application of this Clause shall be resolved according to the provisions of Clauses 22 and 23 of this Article.

Intellectual Property Arising from Collaborations Outside Contract Arrangements

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

15. Any Member entering into a collaboration with other members of the University community, or with a person external to the University, where there is no Contract Arrangement governing the collaboration, shall inform his or her collaborators that the provisions of this Article apply to any Intellectual Property generated by the Member as part of the collaboration.

Intellectual Property

16. a) Where a Member undertakes Research where it is envisaged that the creation of Intellectual Property might occur, and does so in collaboration with another Member, or with another member of the University community, or with a person external to the University, the Member shall, at the outset of the Research, establish in writing, and with the agreement of the collaborator(s), how the ownership of any Intellectual Property, and any Net Income generated therefrom, would be shared between them, taking into consideration each party's obligations to the Employer and/or others.
- b) Where a Member undertakes Research that leads to the creation of Intellectual Property that was not envisaged, and does so in collaboration with another Member, or with another member of the University community, or with a person external to the University, the Member shall establish, in writing and with the agreement of the collaborator(s), how the ownership of the Intellectual Property, and any Net Income generated therefrom, will be shared between them, taking into consideration each party's obligations to the Employer and/or others.
17. a) In cases where the IPC(s) has (have) assigned rights to protect and/or exploit Intellectual Property to the Employer, and the Employer has assumed the responsibility to do so, the Employer shall, following consultation with the collaborators, apportion the Net Income referred to in Clauses 10 d) or 10 e) between the creators of the Intellectual Property in accord with any agreement reached between the collaborators concerning the disposition of Net Income among them. Where there is a dispute between (an) IPC(s) and the Employer concerning this apportionment, the provisions of Clauses 22 and 23 of this Article shall apply.
- b) In cases where a Member enters into a collaboration with a person external to the University where there is no Contract Arrangement governing the collaboration, Clause 11 c) shall apply if the agreement required by Clause 16 of this Article cannot be reached between the IPC and his/her collaborators and/or the employer of the collaborator(s).

General

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

Intellectual Property

organizations, institutions or companies. The terms of the Material Transfer Agreement shall be subject to the approval of the Member, the Employer, and the persons, organizations, institutions or companies.

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

Dispute Resolution

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

Intellectual Property

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

Previous Arrangements

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

JOINT COMMITTEE

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

LEAVE OF ABSENCE

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

LIABILITY INSURANCE

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

MANAGEMENT RESPONSIBILITIES

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

NON-DISCRIMINATION AND HARASSMENT

Purpose

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

Definitions

2. Harassment means engaging in a course of vexatious comment or conduct related to one or more of the prohibited grounds of discrimination under Clause 3 of this Article. Sexual Harassment means engaging in a course of vexatious comment or conduct of a sexual nature including sexual assault, verbal abuse or threats, unwelcome sexual invitations or requests, demands for sexual favours or unwelcome innuendo or taunting about a person's body, physical appearance or sexual orientation. Conduct and/or behaviour which creates an intimidating, demeaning or hostile working or academic environment also constitutes Harassment, whether or not it is based on the prohibited grounds of Clause 3. Harassment and Sexual Harassment are serious offences that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.
3. There shall be no discrimination, interference, restriction or coercion exercised against or by any Member regarding any term or condition of employment, including but not limited to salary, rank, Appointment, Promotion, Tenure, reappointment, dismissal, termination of employment, layoff, Sabbatical or other Leaves or Benefits, by reason of the grounds a) through h) listed below; nor shall any discrimination be exercised against or by Members in the course of carrying out their Academic Responsibilities, by reason of:
 - a) race, color, ancestry, place of birth, ethnic or national origin, citizenship (except for new Appointments as provided for by law); or
 - b) creed, religious or political affiliation or belief or practice: or
 - c) sex, sexual orientation, physical attributes, marital status, or family relationship; or
 - d) age (except for mandatory retirement according to provincial law or as may be agreed by the Parties); or
 - e) physical or mental illness or disability (provided that such condition does not interfere with the ability to carry out the Member's Academic Responsibilities; but this exception shall not relieve the Employer from its duty to accommodate in accordance with the Human Rights Code, R.S.O. 1990, c. H.19 or other applicable legislation); or

Non-Discrimination and Harassment

- f) place of residence (except where the place of residence would Interfere with the carrying out of any part of the Member's Academic Responsibilities); or
 - g) record of offences (except where such record is relevant to the Member's Academic Responsibilities); or
 - h) membership or **participation** in the Association.
- 3.1** Clause 3 does not apply to any action or decision based on a **bona fide** occupational requirement or **qualification**.
- 3.2** For the purposes of determining what limitations may reasonably be imposed in good faith to meet the objective requirements of employment, every employee is entitled to **individual** consideration.
- 3.3** The Employer shall ensure that there shall be no systemic discrimination, through policies that may lead to adverse job-related consequences.
- 4.** This Article shall not infringe upon the implementation of special programs designed to relieve hardship or economic disadvantage or to assist disadvantaged persons or groups to achieve or attempt to achieve equal opportunity.
- 5.** There shall be no Harassment or Sexual Harassment exercised against or by any Member.
- 6.** The Employer and all members of the University community share responsibility for ensuring that the work and study environment at The University of Western **Ontario** is free from **discrimination** and Harassment. The Employer bears the responsibility to offer to Unit heads appropriate training in the recognition of behaviours and institutional cultures which may constitute discrimination and/or Harassment, and in suitable procedures for removing them from the **University's** working and learning environment.
- 6.1** There shall be no **reprisal** or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under this Article or for participating in proceedings under this Article or for **assisting** a person in pursuit of **their** rights under this Article or pursuant to **legislation** protecting against harassment or **non-discrimination**. Any such alleged reprisal or retaliation or threat thereof shall be equivalent grounds for laying a complaint under this Article. The Dean of the relevant Unit(s) shall bear the responsibility of assessing any such allegations.

Complaint Procedure

General Provisions

- 7.** Members may seek the advice of the Human Rights Officer (see Clause 13 of this Article) in order to **discuss** situations which may **be** encompassed by this Article. All such discussions shall be confidential and accord with the policies and procedures of the Office of Equity Services.

Non-Discrimination and Harassment

- 7.1 A complaint may be filed by (an) individual(s) with the Human Rights Officer up to six months from the incident, or latest episode in a series of incidents, of the alleged discrimination or Harassment occurring.
- 7.1.1 The Employer and the Association emphasize their preference for prompt and informal resolution of all complaints. Informal resolution is a resolution to which the complainant consents, and to which the complainant and respondent consent where a decision or action affects the respondent, and is arrived at with the assistance of a Unit head or the Human Rights Officer but without the use of either mediation or investigation. The possible means of achieving informal resolution are numerous. Examples include advice to the complainant, such as referral for counselling or letter to the respondent; relocation of the complainant and/or the respondent or any other appropriate and just measures. Informal resolution can occur without the knowledge of anyone other than the complainant, the respondent and the Unit head or the Human Rights Officer, where assistance has been provided as above.
- 7.2 In any meeting or hearing held pursuant to the terms of this Article, complainant(s) and respondent(s) may be accompanied by a representative of the Association or employee group to which they belong, or by another support or resource person of the individual's choosing.
- 7.3 With respect to matters arising under the terms of this Article, complainant(s) and respondent(s) may be represented by legal counsel at their own expense.
- 7.3.1 The Employer-approved costs of the External Investigator described in Clause 10 shall be borne by the Employer.
- 7.4 Any Grievance arising from the application of this Article is limited to a complaint that the procedure(s) of this Article was (were) not followed, except for the following:
- a) a Grievance that a remedy provided by the Employer is inappropriate or inadequate; or
 - b) a Grievance claiming that the determination of the Employer is inconsistent with the Panel of Inquiry's finding of fact; or
 - c) a Grievance that Discipline imposed by the Employer is inappropriate; or
 - d) a Grievance that the resolution has been breached.
- 7.5 Members may seek assistance from the Ontario Human Rights Commission, in accordance with the OHRC six-month time limit, even when taking steps under this Article.
- 7.5.1 If the circumstances giving rise to a complaint under this Article independently give rise to proceedings before a Board of Inquiry under the Human Rights Code or to proceedings in the courts or to the laying of a criminal charge, then any action under this Article shall be suspended until such proceedings are concluded.

Initiating the Complaint

8. Following consultation with the Unit head or Human Rights Officer, the complainant(s) may elect to file a complaint which shall be in writing, signed and dated, setting out the circumstances of the alleged discrimination or Harassment, according to Clauses 2 and/or 3 of this Article, naming the respondent(s) and authorizing the Human Rights Officer to attempt informal resolution.
- 8.1 The Employer shall not apply the provisions of this Article following receipt of anonymous complaints or complaints that cannot identify a complainant.
- 8.1.1 Notwithstanding Clause 8.1 of this Article, the Employer shall not be restricted in fulfilling its responsibilities under the Human Rights Code, other applicable legislation, or where the safety of individuals is threatened or compromised.

Informal Resolution

9. Within five working days of receiving the written complaint, the Human Rights Officer shall provide the respondent(s) with a copy and invite the respondent(s) to reply in writing. The Human Rights Officer shall make a reasonable effort to deliver the copy in person to the respondent. Where the copy of the complaint is delivered in person, the respondent shall sign a note of receipt, and the Human Rights Officer shall undertake to provide to the respondent, at a time convenient to the respondent, an opportunity for discussion of the procedures involved.
- 9.1 The respondent(s) shall have fifteen working days after receiving the Human Rights Officer's request to respond in writing to the Human Rights Officer.
- 9.1.1 Where the respondent(s) fail(s) to make a written response within the fifteen working days referred to in Clause 9.1, the respondent(s) shall be advised that they have a further five working days to make a response, after which time the processing of the complaint will continue without their input. Any active obstruction of, or interference with, the process is subject to the provisions of Clauses 8 and 9 of the Article Discipline.
- 9.2 The Human Rights Officer shall provide a copy of any response to the complainant and attempt to discuss the complaint with both parties and may conduct informal mediation in an effort to resolve the complaint in a manner acceptable to both parties.
- 9.3 If a resolution consistent with the terms of the Human Rights Code is achieved, both parties shall sign a statement of the terms of resolution which shall be filed with the Human Rights Officer. No further action may then be taken on the complaint unless one or both parties fails to comply with the terms of resolution.
- 9.4 If the terms of resolution entail action by the Employer, the Employer shall agree to undertake such action by signing the written resolution document. If the Employer refuses to undertake such action, it shall state in writing to the parties why it refuses to do so. Such

Non-Discrimination and Harassment

a response from the Employer can be grieved proceeding directly to Step 2 of the grievance procedure (Clause 13 of the Article Grievance *and Arbitration*.)

- 9.5 If a settlement is not reached within thirty working days of providing the respondent with a copy of the complaint, the Human Rights Officer will so inform the parties in writing and shall advise the parties:
- a) that the complainant may elect to withdraw the complaint; or
 - b) that either the complainant or the respondent may elect to request that the complaint be referred to an Investigation (Clause 10).
- 9.5.1 If the complainant fails to make an election under Clause 9.5 within ten working days of the receipt of the letter from the Human Rights Officer, the complaint shall be deemed to be withdrawn by the complainant and no further action will be taken by the Human Rights Officer.
- 9.5.2 Any deadlines specified in this Article may be extended in exceptional circumstances by mutual agreement of the Parties.
- 9.6 Complaint files maintained by the Human Rights Officer pursuant to this Article shall be confidential and may not be introduced in subsequent investigations or proceedings except as provided in Clause 15 below, or unless compelled by law. The Human Rights Officer may not appear as a witness in any Arbitration arising from the application of this Article or in any subsequent investigations or proceedings unless compelled by law.

Investigation

10. The Director of Equity Services shall retain an External Investigator to conduct an investigation of the complaint.
- 10.1 Within twenty working days of being retained, the External Investigator shall submit a written report to the Human Rights Officer, with copies to the complainant(s) and respondent(s). The report shall advise either that:
- a) there is no prima facie case raised by the complaint, in which case it shall not go forward; or
 - b) there is a prima facie case appropriate for determination by a Panel of Inquiry.
- 10.2 Where a prima facie case is found to exist pursuant to Clause 10.1 b), the Human Rights Officer shall seek to meet with the complainant(s) and respondent(s) with a view to resolving the complaint on terms acceptable to both parties.

Non-Discrimination and Harassment

- 10.3 If the complaint is not resolved within ten working days of the attempted meeting(s) between the Human Rights Officer, the complainant(s) and the respondent(s), the complaint shall be submitted for hearing by a Panel of Inquiry. Before submitting the complaint to the Panel of Inquiry, the Human Rights Officer shall attempt to meet with the complainant(s) and respondent(s) to reach an agreed statement of facts to be submitted to the Panel of Inquiry.

Formal Determination

Panel of Inquiry

11. The Panel of Inquiry shall be composed of one person chosen by the Association, one person chosen by the Employer, and a third person chosen by rotation from the list mutually agreed upon by the Parties and found in Appendix G.
- 11.1 The persons placed on this list shall be external to the University and the person chosen from the list shall chair the Panel of Inquiry.
- 11.2 In the event the complainant and respondent are members of different associations, unions or employee groups, the Panel of Inquiry shall be composed of one person chosen by the complainant's association, union or employee group, one person chosen by the respondent's association, union or employee group and a third person chosen by rotation from the list found in Appendix G. In the event that there are multiple complainants and/or respondents who are members of different associations, unions or employee groups, the composition of the Panel of Inquiry will be determined jointly by the relevant employee groups and the Employer.
- 11.3 The purpose of the Panel of Inquiry shall be to determine the facts pertaining directly to the complaint. The Panel shall determine its own process and procedure and shall submit a written report based on the facts and evidence presented directly related to the complaint. The parties involved shall have the right to present evidence, to call witnesses and to present argument to the Panel of Inquiry.
- 11.4 Within ten working days of concluding the hearing, the Panel of Inquiry shall submit the written report to the Employer and to the parties.
- 11.5 This report shall include a copy of the complaint, the respondent's written response (if any) and the Panel of Inquiry's findings.
- 11.6 The Panel of Inquiry at its sole discretion, may request a copy of the External Investigator's report but in no case shall the Panel of Inquiry make a finding solely on the basis of this report. The Panel of Inquiry's report shall be based on all of the facts and evidence presented.

Non-Discrimination and Harassment

Employer Determination

12. The Employer shall issue a written determination within ten working days of receiving the Panel of inquiry's report. Copies of the Employer's determination shall be sent to the parties and to the Association.
- 12.1 The determination shall contain:
- a) a finding, with reasons, that the complaint is or is not upheld;
 - b) a statement of any remedy(ies), other action(s), sanction(s) or disciplinary measure(s) to be taken or required by the Employer; any disciplinary measures against a Member shall be in accord with the Article Discipline;
 - c) a statement of exoneration where appropriate.
- 12.2 if the determination is that the complaint is not upheld or if a subsequent Arbitration is decided in favour of a respondent Member, the Employer shall ensure that all documentation concerning the allegation is secured by the Office of Equity Services according to Clause 15 below.
- 12.3 The Employer agrees that it shall take disciplinary action against those who make allegations of Harassment which are reckless, malicious or not in good faith.

Human Rights Officer

13. The Employer shall ensure at least one Human Rights Officer is appointed in addition to the Director of Equity Services to the University's Office of Equity Services. The procedures leading to such (an) appointment(s) shall involve consultation with the Association. The Human Rights Officer shall be responsible to give advice and receive complaints according to Clauses 7, 8 and 9.
- 13.1 The Human Rights Officer shall have appropriate training in dealing with discrimination and harassment cases, including training in mediation and investigation of such cases.
- 13.2 By June 1 each year, the Human Rights Officer shall make an annual report to the President with a copy to the Association. This Report shall provide a statistical record of complaints, informal resolutions and determinations, and may include any observations and recommendations the Human Rights Officer may have with respect to the implementation of this Article.

Conflict of Interest

14. A person involved in the application of any of the provisions or procedures under this Article shall, on the grounds of conflict of interest or reasonable apprehension of bias, immediately

Non-Discrimination and Harassment

declare any such conflict of interest or bias to the parties to the complaint, to the Provost or designate and to the Association. The Provost or designate or the Association or, as appropriate, both jointly, shall forthwith provide a replacement for the person who has made the declaration.

- 14.1 A party to a complaint who objects to the participation of a person in the application of the provisions or procedures under this Article on the grounds of conflict of interest or reasonable apprehension of bias may inform the Provost or designate that he or she wishes that person to be replaced, stating his or her reasons. The Provost or designate shall immediately inform the Association of any such declaration. The Provost or designate shall also immediately inform the person named in the declaration, and he or she shall be given a reasonable opportunity to respond to it. The Provost or designate and the Association shall then decide jointly with regard to a replacement, should one be appropriate.

Retention of Files

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

NO STRIKE OR LOCK-OUT

1. The Association agrees that there will be no Strike (partial or full withdrawal of services) during the term of this Agreement.
2. The Employer agrees that there will be no Lock-out during the term of this Agreement.
3. Strike and Lock-out bear the meanings used in the Ontario Labour Relations Act, 1995, S.O. 1995, c.1, Sched. A.
4. Where individuals in a labour dispute, other than those in the Bargaining Unit, engage in a Strike and maintain picket lines, and where Members of the Bargaining Unit could suffer personal harm, the Employer will endeavour to safeguard such Members.
5. Members have the right to decline to perform the normal duties of striking or locked-out employees of the Employer during a legal Strike by another Bargaining Unit of employees of the Employer or during any Lock-out of another Bargaining Unit by the Employer.

OFFICIAL FILE

General

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

Contents

2. The Official File of each Member shall contain only material pertaining to the employment of the Member.
- 2.1 The documents and materials in the Official File shall include, but are not limited to, materials such as:
 - a) the Member's *curriculum vitae* supplied by the Member following ratification of this Collective Agreement, or at the time of application for the Member's first Appointment, and as updated from time to time;
 - b) any university transcripts supplied by the Member at the time of application by the Member for his or her first Appointment;
 - c) any letters of application from the Member for Appointments commencing following the ratification of this Collective Agreement;
 - d) any references in support of a Member's application for an Appointment. If references are reviewed by a Member under the provisions of Clause 3 or 3.1 of this Article, all traces of each letter's place of origin and authorship shall be removed;

Official File

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

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

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

2.4 Members shall be notified in writing of the removal from their Official Files of materials, other than routine financial information and material removed as a result of routine file maintenance carried out in the office where the file is maintained. Where the material to be removed is of a type common to all Members' Official Files, notice to the Members may be effected through publication in *Western News* (or any successor publication) with a copy to the Association.

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

Access and Copies

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

Members' Rights

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

Release of Information

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

Official File

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

PREGNANCY, PARENTAL AND ADOPTION LEAVE

Full-Time Members

1. The provisions of Clauses 1 through 5.1 apply only to Full-Time Members who have been employed for thirteen weeks or more of continuous service at the time the Leave commences. Clauses 2 and 3 of this Article describe the duration of Pregnancy, Parental and Adoption Leave that may be available to Full-Time Members. Clause 4 of this Article describes the period of time for which these Leaves in combination shall be with pay.

Pregnancy Leave

2. A Pregnant Member shall be granted Pregnancy Leave of up to seventeen weeks which may be initiated at any time within seventeen weeks of the expected delivery date of the Member's newborn child(ren) following notification in writing to her Dean, normally three months prior to the commencement of the Leave, indicating the approximate date upon which the Leave is to commence. The notice period shall not apply if the Member stops working because of complications caused by her pregnancy or because of a birth, stillbirth or miscarriage.
 - 2.1 A Member's Pregnancy Leave ends:
 - a) if she is entitled to Parental Leave, seventeen weeks after the Pregnancy Leave began;
 - b) if she is not entitled to Parental Leave, on the day that is the later of:
 - (i) seventeen weeks after the Pregnancy Leave began, and
 - (ii) six weeks after the birth, stillbirth or miscarriage.
 - 2.2 In the case when a newborn is hospitalized within four weeks of birth, a Member may postpone her Pregnancy Leave by the number of weeks the child is hospitalized, but the Pregnancy Leave shall be taken within fifty-two weeks from the date of the birth of the child. In such circumstances the Member can apply for Compassionate Leave in accordance with Clause 3 of the Article *Income Security*.

Parental and Adoption Leave

3. A Member who becomes a parent of a newborn or newly-adopted child(ren) shall be entitled to Parental/Adoption Leave of up to thirty-five weeks if the Member has also taken Pregnancy Leave, or of up to thirty-seven weeks otherwise. Such a Member shall be granted Parental/Adoption Leave upon notification in writing to her or his Dean, at the earliest opportunity prior to the commencement of the Leave, indicating the approximate date upon which the Leave is to commence, subject to the following:

Pregnancy, Parental and Adoption Leave

- a) except where the Leave is to be taken by the birth mother of a child, the Leave shall commence no later than fifty-two weeks after the day the child is born or first comes into the care or custody of the adoptive parent(s);
- b) in cases where the Parental Leave is an extension of the Member's Pregnancy Leave, the Leave shall commence immediately following the Pregnancy Leave, unless the child has not come into the care and control of the mother at the end of the Pregnancy Leave (e.g., is hospitalized), in which case alternative arrangements respecting the timing of the Parental Leave may be made;
- c) in the case where a newly-adopted child is hospitalized within four weeks of it coming into the care and custody of the Member, a Member may postpone Parental/Adoption Leave by the number of weeks the child is hospitalized. In such circumstances, the Member can apply for Compassionate Leave in accordance with Clause 3 of the Article ***Income Security***.

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

Supplementary Employment Insurance Benefits – Pregnancy and/or Parental/Adoption Leave

4. A Member who qualifies for Pregnancy and/or Parental/Adoption Leave and who has been employed by the University on a continuous regular Full-Time basis for a period of one year or more at the time the Leave commences and who meets the eligibility criteria is entitled to Supplemental Employment Insurance Benefits (SEB). To be eligible for benefits under SEB, a Member must also make application and qualify for, and receive, Employment Insurance Benefits.

4.1 A Member who qualifies under the provisions in Clause 4 is eligible for a maximum of twenty-four weeks paid Leave:

- a) 100% of salary at the time of the initiation of the Leave paid by the Employer, for the initial two-week waiting period prior to the commencement of the Employment Insurance Benefits and;
- b) the difference between the Employment Insurance Benefits and 95% of the salary at the time of the initiation of the Leave, paid by the Employer, not to exceed twenty-two weeks.

4.2 With the exception of 4.1 a) above, in no case shall the total amount of the Supplementary Employment Insurance Benefits, Employment Insurance Benefits and any other earnings received by the Member exceed 95% of the Member's salary at the time of the initiation of the Leave.

Pregnancy, Parental and Adoption Leave

- 4.3 In the case where both parents are employees of The University of Western Ontario, the twenty-four weeks may be taken by one parent or shared between the two parents.
- 4.4 Subject to Clause 4 above, the Employer will provide up to a maximum of twenty-four weeks of paid Leave for any newborn or newly adopted child (ren).

Payment of Benefits

5. Where a Member is receiving benefits under the SEB in accord with the provisions of Clause 4, the Employer will continue the Member on full benefits. Any costs normally paid by the Member will be deducted by the Employer from the benefits available under the SEB.
- 5.1 Vacation entitlement will continue to accrue while a Member is on Pregnancy, Parental or Adoption Leave.

Part-Time Members

6. The provisions of Clauses 7 through 9.4, and 12 apply only to Part-Time Members who have been employed for thirteen weeks or more of continuous service at the time the Leave commences.

Pregnancy Leave

7. A pregnant Member shall be granted Pregnancy Leave of up to seventeen weeks which may be initiated at any time within seventeen weeks of the expected delivery date of the Member's newborn child (ren) following notification in writing to her Dean, normally three months prior to the commencement of the Leave, or upon signing of the Letter of Appointment, whichever is later, indicating the approximate date upon which the Leave is to commence. This notice period shall not apply if the Member stops working because of complications caused by her pregnancy or because of a birth, stillbirth or miscarriage.
- 7.1 A Member's Pregnancy Leave ends:
- a) if she is entitled to Parental Leave, seventeen weeks after the Pregnancy Leave began;
 - b) if she is not entitled to Parental Leave, on the day that is the later of;
 - (i) seventeen weeks after the Pregnancy Leave began, and
 - (ii) six weeks after the birth, stillbirth or miscarriage.
- 7.2.1 In the case where a newborn child is hospitalized within four weeks of birth, a Member may postpone her Pregnancy Leave by the number of weeks the child is hospitalized, but Pregnancy Leave shall be taken within fifty-two weeks from the date of the birth of the child.

Pregnancy, Parental and Adoption leave

In such circumstances the Member can apply for Compassionate Leave in accordance with Clause 3 of the Article *Income Security*.

Parental and Adoption Leave

8. A Member who becomes a parent of a newborn or newly-adopted child(ren) shall be entitled to Parental/Adoption Leave of up to thirty-five weeks if the Member has also taken Pregnancy Leave, or up to thirty-seven weeks otherwise. Such a Member shall be granted Parental/Adoption Leave upon notification in writing to her or his Chair or Dean, at the earliest opportunity prior to the commencement of the Leave, indicating the approximate date upon which the Leave is to commence, subject to the following:
- a) except where the Leave is to be taken by the birth mother of a child, the Leave shall commence no later than fifty-two weeks after the day the child is born or first comes into the care or custody of the adoptive parent(s);
 - b) in cases where the Parental Leave is an extension of the Member's Pregnancy Leave, the Leave shall commence immediately following the Pregnancy Leave, unless the child has not come into the care and control of the mother at the end of the Pregnancy Leave (e.g., is hospitalized), in which case alternative arrangements respecting the timing of the Parental Leave may be made;
 - c) in the case where a newly-adopted child is hospitalized within four weeks of it coming into the custody and care of a Member, a Member may postpone Parental/Adoption Leave by the number of weeks the child is hospitalized. In such circumstances, the Member can apply for Compassionate Leave in accordance with Clause 3 of the Article *Income Security*.
- 8.1 Parental/Adoption Leave is not available when a Member establishes a spousal relationship with an individual who already has (a) child(ren), and the Member subsequently adopts the child(ren).

Continuous Service

9. The Leaves defined in this Article shall not be considered a break in service.
- 9.1 A Member's First Refusal Rights and/or eligibility for Renewable Multi-Year Appointments shall not be affected by Leaves as defined in this Article.
- 9.2 A Member may elect to count Pregnancy, Parental, and Adoption Leave periods toward the attainment of First Refusal Rights and/or eligibility for a Renewable Multi-Year Appointment provided that such Leave does not exceed seventeen weeks in one calendar year.
- 9.3 For Members with First Refusal Rights and/or Renewable Multi-Year Appointments, for the purposes of calculating entitlement the Leave period shall be treated as if the Member taught his or her entitlement.

Pregnancy, Parental and Adoption Leave

- 9.4 For Members with Renewable Multi-Year Appointments, determination of the established pattern of employment shall not include periods of Pregnancy, Parental and Adoption Leave.

General Considerations

10. A Member who has taken a Pregnancy, Parental or Adoption Leave following the birth or adoption of a child, may elect to have her or his Promotion and/or Tenure decision postponed for one year for such Leave.
11. Periods of Pregnancy and Parental/Adoption Leave shall be counted as time toward Sabbatical Leave eligibility.
12. Upon return to work following a Pregnancy, Parental or Adoption Leave, the Member shall not be penalized for her/his absence or for the fact that she/he did not perform work during such Leave. Members shall not be required to make up teaching that would otherwise have occurred during such Leave.
13. In the event that a Pregnancy or Parental/Adoption Leave coincides with some or all of a Sabbatical Leave, Modified Alternative Workload, or Study Leave, the Member is entitled to a modification or postponement of the Sabbatical Leave, Modified Alternative Workload, or Study Leave.

PRIVACY

1. Subject to the provisions of Clauses 1.2, 1.3 and 1.4 of this Article, the Employer shall neither examine nor utilize the content of a Member's or former Member's files without the Member's or former Member's written consent. For the purposes of this Article, files are documents under a Member's control and stored on University property, either in paper or electronic form. Such files do not include the Official File of a Member.
 - 1.1 Upon termination of a Member's employment for any reason, the Employer shall permit access, for a period of one month, by the former Member or his or her executors to his or her files, whether in paper or electronic format, for removing, destroying, purging, or any other purpose.
 - 1.2 Notwithstanding the provisions of Clauses 1 and 1.1, the Employer shall have access to Members' files for the operational requirements of the University when Members are unable to provide or consent to access to them.
 - 1.3 Any files of a terminated Member that remain after application of the provisions of Clause 1.1 may be archived, or may be destroyed after a minimum of eight months' storage, at the discretion of the Dean.
 - 1.4 The Employer shall not inspect a Member's paper files or engage in electronic monitoring or other scrutiny of the hard drive of a Member's computer(s) or of a Member's Internet or e-mail usage in a manner that in any way divulges, either to the Employer or a third party, the contents of the paper files or the files on the hard drive, the electronic mail communications of Members, or details of Internet usage patterns, beyond the need to guard against illegal activities, the need to meet concerns about liability, the need to comply with the law or an order of a court, the need to protect the security or health of individuals, or the need to assess volume of usage for the purpose of maintaining system integrity. Where the Employer or a Member has a concern involving security or other misuse of computer equipment, the Employer shall provide clear notification of its intended activities, together with the reasons for them. This provision may be waived after consultation with the President of the Association.
2. The provisions of the *UWO Guidelines on Access to Information and Protection of Privacy, Manual of Administrative Policies and Procedures 1.23* (hereafter referred to as MAPP 1.23), effective date May 23, 1996, shall be incorporated into this Collective Agreement as an appendix (Appendix D) and shall continue to apply to the Employer, the Association and the Members throughout the life of this Collective Agreement, except as specified in Clause 2.1.
 - 2.1 In case of conflict between the provisions of MAPP 1.23 and the provisions of this Collective Agreement, the provisions of this Collective Agreement shall apply. In the event new privacy legislation is introduced requiring changes to the language of this Collective Agreement, it is agreed that such changes will be automatically incorporated into this Collective Agreement; the required language changes will be determined through discussion at the Joint Committee.

PROFESSIONAL EXPENSE REIMBURSEMENT

1. Each Member holding a Full-Time Appointment may claim reimbursement of eligible expenses up to a value of \$900 per calendar year for the Calendar Years 2003, 2004 and 2005.
2. Each Member holding a Part-Time Appointment may claim reimbursement of eligible expenses, based on the total number of courses for which the Member has primary teaching responsibility, up to a value of \$180 for the first full course equivalent and \$60 for each additional half course to a maximum of \$420 per calendar year.
3. Only professional expenses may be reimbursed, including:
 - a) membership fees for professional and/or learned societies related to the Member's discipline;
 - b) subscriptions to professional and/or learned journals;
 - c) books, instruments, supplies, materials, computer software, the purchase or lease of equipment and services;
 - d) registration fees for the Member to attend a scholarly conference;
 - e) travel, including transportation, food and accommodation (subject to the Employer's travel policies) for the Member to attend professionally related courses, conferences, meetings, seminars or workshops and to visit other universities or research *sites* to conduct Research and scholarly work that cannot be carried out at the Employer's workplace; and
 - f) page and reprint charges or costs incurred in the preparation and completion of scholarly manuscripts.
4. Any material or equipment remaining after use by the Member shall be the property of the Employer.
5. Members who are on Sabbatical Leave may claim reimbursement of eligible expenses according to the terms of this Article.
6. Members shall submit receipts for expenditures covered under this Article to the Dean for approval each year during the period from February 1 to March 31. The mechanism for the administration of this provision shall be agreed to by the Parties within one month of ratification, and shall not be altered without the consent of both Parties.
- 6.1 Notwithstanding the provisions of Clause 6 of this Article, Members may submit a claim for reimbursement at any time during the Calendar Year as long as the claim is for eligible expenses in excess of \$500.

Professional Expense Reimbursement

7. **Members may carry forward unspent funds from one Calendar Year to the next during the term of this Collective Agreement but not beyond. Funds for which a claim has not been submitted for approval by March 31, 2006, shall revert to the Employer.**

PROMOTION AND TENURE

1. Unless otherwise provided for in this Collective Agreement, this Article applies only to Members of the Bargaining Unit who are Full-Time members of the academic staff of the University with Tenured or Probationary Appointments.
- 1.1 For the purposes of this Article, Schools in the Faculties of Health Sciences and Medicine & Dentistry shall be treated in the same manner as Departments, and Directors of these Schools as Chairs.
2. The University of Western Ontario Act, 1982 empowers the Board of Governors to promote and grant Tenure to academic staff on the recommendation of the President. The Employer shall promote Members and grant Tenure to Members in accord with the provisions of this Article.
3. Promotion and the granting of Tenure by the Employer shall be on the basis of a sufficiently strong record of performance established by the candidate in Teaching, Research, and Service. The range of duties encompassed by each of Teaching, Research and Service is defined in the Article Academic Responsibilities of *Members*. The performance in Research **shall be** evaluated with reference to the national and international standards within the candidate's discipline. When a candidate is considered for Promotion and/or Tenure, evidence shall be provided to the Promotion and Tenure Committee so it can decide whether the candidate has established a record of performance consistent with the requirements above and in accord with the following criteria for evaluating the record of performance.
 - 3.1 The criteria for evaluating the candidate's record shall be:
 - 3.1.1 Performance in Teaching. In addition to student evaluations of Teaching, the written opinions of graduate and undergraduate students and members of faculty about the candidate's performance in Teaching shall be formally solicited.
 - 3.1.2 Performance in Research. The evaluation of the record of performance in Research shall take into account quality, creativity and significance for the discipline in question, as well as productivity. The written opinion of arm's-length experts in the candidate's area of specialization who are not members of the University shall be obtained.
 - 3.1.3 Performance in Service. Such contributions may take the form of administrative committee work, or other forms of significant Service which contribute to the University's functions.
4. Each candidate for Promotion and/or the granting of Tenure is expected to establish a record of performance in each of Teaching, Research and Service.

Promotion and Tenure

- 4.1 Subject to the provisions of Clause 4.2 below, the significance accorded to Teaching and Research shall be approximately equal and, in all cases, each shall be accorded greater significance than Service. The records of Performance in both Teaching and Research must be sufficiently strong to warrant the granting of Tenure and/or Promotion at The University of Western Ontario. While a candidate must have achieved a satisfactory record of performance in Service, the meritorious performance of these duties shall not compensate for an insufficiently strong record of performance in Teaching or Research. However, an unsatisfactory record of performance in Service contributions may be an important factor in the denial of Tenure and/or Promotion.
- 4.2 The relative significance accorded to Teaching and Research by a Promotion and Tenure Committee shall be subject to any arrangements described in the Letter of Appointment and any arrangements made under any of the provisions of this Collective Agreement.
- 4.3 The conferral of the rank of Professor shall recognize high achievement in Teaching and Research. A candidate for Appointment at, or promotion to, the rank of Professor shall have sustained the record of performance in Teaching and in Research required to warrant Appointment at, or promotion to, the rank of Associate Professor, and shall also have established a record of performance in at least one of these criteria that significantly surpasses that standard.
 - 4.3.1 While the recommendation for Appointment or Promotion to the rank of Professor shall be based primarily on Teaching and Research, a candidate must also have established a significant record of performance in Service contributions.
 - 4.3.2 Although high achievement over a sustained period of time shall normally be expected of a successful candidate for the rank of Professor, length of service shall not be a criterion for Promotion.
5. Members on a Probationary Appointment shall receive an annual review from their Dean, or designate (as described in Clauses 5.1 through 5.3 below) on their progress toward meeting the expectations for Promotion and/or Tenure described in their Letter of Appointment. Prior to the review, the Dean, or designate, may solicit input from the Probationary Member, other Members, colleagues from the discipline within the University, and/or the Chair of the Department (if applicable). In his or her response to the Dean's solicitation, the Member may suggest the names of Members and/or colleagues in the discipline within the University from whom the Dean may also solicit input.
 - 5.1 No later than March 15 of each Calendar Year, the Dean, or designate, shall hold an annual interview with each of the Probationary Members in the Faculty. This interview shall include discussion of the Annual Performance Evaluation. This interview need not occur if the Probationary Member has already been approved for Tenure in accordance with the provisions of Clause 18.3 of this Article.

Promotion and Tenure

- 5.1.1 Within two weeks of this meeting, the Dean, or designate, shall provide a written report of the meeting to the Member. This report shall also be placed in the Member's Promotion and/or Tenure File, defined in Clause 6.3 of this Article.
- 5.1.2 The report of an annual interview provided by the Dean, or designate, shall not include any additional comments or information other than a record of the discussion that took place in the interview.
- 5.1.3 A Member has the right to respond to the report and this response, which shall be in writing and supplied to the Dean within two weeks of the Dean's report, shall be kept in the Member's Promotion and/or Tenure File alongside the original report.
- 5.1.4 Those present at the annual interview shall be the Member and his/her Dean, or designate, and his/her Department Chair (if applicable). If the Member so wishes, the Member has the right to be accompanied by a colleague from his/her Department or Faculty, or by a person appointed by the Association.
- 5.2 The reports produced in accord with Clause 5.1.1 above shall not be considered relevant to any decision affecting a Member's career beyond the decision to confer (or not to confer) Tenure and shall be included only in the Promotion and/or Tenure File.
- 5.3 In the case of a Member who holds a Joint Appointment that is in more than one Faculty, a single annual interview shall be conducted with both Deans, or designates, present.
6. For each Probationary Member at the rank of Assistant Professor or Associate Professor, a Promotion and Tenure File shall be established by the Dean, or designate, at the time of the Initial Appointment of the Probationary Member.
- 6.1 For each Tenured Member at the rank of Associate Professor, a Promotion File shall be established by the Dean, or designate.
- 6.2 In the case of a Member who holds a Joint Appointment that is in more than one Faculty, the File shall be established and maintained by the Dean, or designate, of the Home Unit designated in the Letter of Appointment.
- 6.3 The Promotion and/or Tenure File shall contain:
 - a) a curriculum vitae, updated annually before April 30 of each year;
 - b) the Letter of Appointment provided to the Member at the time of the initial Appointment;
 - c) in the case of Probationary Members, the report of each annual interview with the Dean(s), or designate(s), along with the Member's response to the reports, if any; and

Promotion and Tenure

- d) any documentation concerning arrangements made under any of the provisions of this Collective Agreement that alters the balance between the Member's duties in the areas of Teaching, Research and Service.

6.4 Immediately before the Committee on Promotion and Tenure meets to begin its consideration and evaluation of the Promotion and/or Tenure File, the Dean, or designate, shall add the following to the Promotion and/or Tenure File:

- a) an updated *curriculum vitae*;
- b) a Teaching Dossier;
- c) letters received following a public solicitation for comments on the Member's performance;
- d) letters from at least three arm's-length referees, external to the University, and expert in the Member's discipline, commenting on the Member's performance in Research;
 - (i) the letters from the referees shall be solicited by the Dean of the Member's Faculty.
 - (ii) the referees shall be chosen by the Dean from a list supplied by the Member. The Dean may add names to this list, but if he or she does so, the Member shall be allowed the opportunity to object in writing to the names added by the Dean on the grounds of their lack of expertise or because of some direct academic or personal dispute. Any such objection shall be placed in the Member's Promotion and/or Tenure File.
 - (iii) the list of names supplied by the Member shall include a description of the qualifications of each referee, and of any previous interactions with the referee that might lead to a perception of bias in the referee's assessment of the Member's performance in Research.
- e) any written submissions from the candidate relevant to the case; and
- f) a table of contents listing all documents in the Promotion and/or Tenure File, signed by the Member and the Dean, or designate.

6.4.1 Once the Member has signed the table of contents referred to in Clause 6.4 f) of this Article, no further documentation shall be added to the Promotion and/or Tenure File, except as provided for subsequently in this Article, or by mutual agreement of the Member and the Dean.

6.4.1.1 Any letters from external referees solicited by the Dean under the provisions of Clause 6.4 d) of this Article that arrive after the table of contents has been signed by the Member and before the Promotion and Tenure Committee meets to begin its consideration and

Promotion and Tenure

evaluation of the File shall be added to the File. In such circumstances, the Member shall be given the opportunity to examine and copy the letter(s) (subject to the provisions of Clause 6.5 of this Article) at least seventy-two hours before the Committee on Promotion and Tenure meets to begin its consideration and evaluation of the File. During this time the Member may add to the Promotion and/or Tenure File under the provisions of Clause 6.4 e) of this Article.

- 6.5 A Member shall have the right to a copy of any document in his/her Promotion and/or Tenure File, including the letters of evaluation from the external referees solicited in accord with 6.4 d) above. However, in accord with the University's policy of maintaining confidentiality, before the Member receives a copy of a letter from an external referee, all traces of the letter's place of origin and authorship shall be removed.
- 6.6 It is the Member's responsibility to provide the items described in Clauses 6.3 a), 6.4 a), 6.4 b), 6.4 d)(iii) and 6.4 e) within four weeks of any request by the Dean that the Member do so.
7. Faculties with Departments. In such Faculties, each Department shall have a Committee on Promotion and Tenure. The composition of the Committee shall be:
 - a) the Dean, who shall chair the Committee, but shall not vote except to break a tie;
 - b) the Chair of the Department;
 - c) three Full-Time Tenured Members from the Department elected by the Full-Time Members appointed in the Department. Where a Department has five or fewer Tenured Members, including the Chair, the Department shall elect two Tenured Members from within the Department and one Tenured Member from outside the Department within the Faculty;
 - d) one Full-Time Tenured Member appointed within the Faculty who is not a member of the Department, elected by the Faculty Council, and who has been a member of a Promotion and Tenure Committee within the previous five years; and
 - e) two Full-Time Tenured Members who are not appointed within the Faculty, elected by the Faculty Council, and who have been members of a Promotion and Tenure Committee within the previous five years.
8. Faculties without Departments. Each Faculty without Departments shall have a Committee on Promotion and Tenure. The composition of the Committee shall be:
 - a) the Dean, who shall chair the Committee, but shall not vote except to break a tie;
 - b) four Full-Time Tenured Members appointed within the Faculty and elected by the Faculty Council; and

Promotion and Tenure

- c) three Full-Time Tenured Members who are not appointed within the Faculty, elected by the Faculty Council, and who have been members of a Promotion and Tenure Committee within the previous five years.
9. **Joint Appointments.** For Joint Appointments, the composition of the Joint Committee on Promotion and Tenure shall be:
 - a) the Dean of the Home Unit, who shall chair the Committee, but shall not vote except to break a tie;
 - b) the heads of the two academic Units in which the Joint Appointment is held (the Dean of a Faculty without Departments or the Chair of a Department or the Director of the Centre for Women's Studies and Feminist Research, as applicable);
 - c) three members from each of the Promotion and Tenure Committees in the Units in which the Joint Appointment is held, elected by the members of each Promotion and Tenure Committee, including one member from each Committee who is not appointed within the Faculty. If the head of the Home Unit named in Clause 9 b) coincides with the Dean of the Home Unit named in Clause 9 a), then an additional Member shall be elected from that Unit's Promotion and Tenure Committee.
10. Any nominating committee charged with proposing Members for election to a Committee on Promotion and Tenure shall do so with regard to achieving a representative gender balance on the Committee.
11. The terms of the Members of a Committee on Promotion and Tenure shall be:
 - a) of those elected by a Department or, in the case of Faculties without Departments, by the Faculty Council: three years, staggered to ensure continuity.
 - b) of those elected by the Faculty Council of a Faculty with Departments: three years, not renewable for three years, and staggered to ensure continuity.
12. In the event that a member of a Committee on Promotion and Tenure is to be considered for Promotion and/or Tenure, he/she shall retire from that Committee during that Academic Year and an appropriate replacement shall be elected.
13. The membership of each Committee on Promotion and Tenure shall be reported annually by the Dean to the Office of Faculty Relations, and made available on request to the Senate, the Board and the Association.
14. Each Committee shall be convened by its chair.
- 14.1 In consideration of any Promotion and/or Tenure File, should any member of the Committee have a conflict of interest as described in the Article **Conflict of Interest and Conflict of Commitment** that person shall withdraw from consideration of the relevant case or cases. Should a Dean have a conflict of interest, the Provost shall appoint a substitute.

Promotion and Tenure

- 14.2** A quorum shall consist of five of the eight members, including, where this Committee is within a Faculty with Departments, the Chair of the Department. in the case of a Joint Appointments Promotion and Tenure Committee, the quorum shall include the head of each academic Unit.
- 14.3** Subject to the provisions of Clauses **14.1** and **14.2** of this Article, **all** members of a Committee on Promotion and Tenure present at the Committee's deliberations must vote on the Committee's recommendations. No member present at these deliberations may abstain from voting.
- 15.** By the end of March of each year, the Dean, in consultation with the Department Chair (if applicable), shall review each Member's Promotion and/or Tenure File. in the case of Joint Appointments, the Dean will also consult with the Dean and Chair (if applicable) of the Member's other Unit.
- 15.1** in the case of a Member who is a probationary Assistant Professor and will be entering the last year of his or her Appointment, the Dean shall initiate the consideration for Promotion and Tenure, so that the items described in Clause **6.4** can be added to the Promotion and/or Tenure File.
- 15.2** In the case of a Member who is a Probationary Associate Professor and will be entering the last year of his or her Appointment, the Dean shall initiate consideration for Tenure, and Promotion if appropriate, so that the items described in Clause **6.4** can be added to the Promotion and/or Tenure File.
- 15.3** For any Member on a Probationary Appointment, the Dean may, if the Member consents, initiate consideration for Tenure, and Promotion where appropriate, in any year of the Appointment before the last year.
- 15.3.1** If the Committee on Promotion and Tenure does not recommend Tenure, the Member's Promotion and Tenure File shall continue, except that the Member may choose either to include all letters or to exclude all letters from external referees obtained in accord with Clause **6.4 d)** of this Article and applicable to this initial consideration for Tenure. The Committee's recommendation shall be placed in the File, and the Member shall be considered again by the Committee once only, and in the final year of the Appointment, in accord with the provisions of Clauses **15.1** and **15.2** of this Article.
- 15.4** Subject to Clause **15.3** of this Article, a Member who is a Probationary Assistant Professor will normally be considered for Promotion and Tenure in the sixth year of the Appointment only; however, if the Member has established an outstanding record of performance in Teaching and Research, the Member may request that consideration for Promotion and Tenure be started in the fourth year of the Appointment. Such a request must be made in writing during the month of March of the third year of the Appointment, and must be accompanied by the items referred to in Clause **6.4**.

Promotion and Tenure

- 15.4.1** If the Committee on Promotion and Tenure does not recommend Promotion and Tenure, the Member's Promotion and Tenure File shall continue, except that the Member may choose either to include all letters or to exclude all letters from external referees obtained in accord with Clause 6.4 d) of this Article and applicable to this initial consideration for Promotion and Tenure. The Committee's recommendations shall be placed in the File, and the Member shall be considered again by the Committee once only, and in the final year of the Appointment, according to the provisions of Clause 15.1 of this Article.
- 15.5** In the case of a Member who is a Tenured Associate Professor, if the Dean, in consultation with the Department Chair (where applicable) determines that consideration for Promotion may be initiated, the Dean shall invite the Member to submit the items referred to in Clause 6.4. If the Member does not supply the items within two weeks of the invitation, the Member shall not be considered for Promotion at this time.
- 15.6** In the case of a Member who is a Tenured Associate Professor, the Member may request that consideration for Promotion to Professor be started. Such a request must be made in writing during the month of March, and must be accompanied by the items referred to in Clause 6.4. The Member may make such a request no earlier than three years after Promotion of the Member to the rank of Associate Professor, and may make any subsequent request no earlier than three years following the previous request.
- 16.** In reaching its recommendation, the Committee shall evaluate whether or not the Member has established a sufficiently strong record of performance as described in Clauses 3 and 4 of this Article, and ensure the application of a uniformly high standard across the University for meeting the provisions of Clauses 3 and 4 of this Article.
- 16.1** Should the Committee be considering a negative recommendation or have concerns about the candidate's record of performance, it may request, in writing, additional information from the candidate. The chair shall forward this request to the candidate, and both the request and any information received shall be added to the Promotion and/or Tenure File. If, after receiving additional information, the Committee is still considering a negative recommendation, the Committee must request, in writing, a consultation with the candidate.
- 16.1.1** Before such consultation with the Member, the Committee shall, through its chair, provide the Member with a written statement describing matters of concern to the Committee. This statement shall be added to the Promotion and/or Tenure File.
- 16.1.2** Should the Member fail to meet with the Committee within two weeks of a request for a consultation, the Member shall be deemed to have declined to meet with the Committee.
- 16.1.2.1** The committee may extend this period in the event that circumstances beyond a Member's control make it impossible to meet with the Committee within the two-week period.
- 16.1.3** Should the Member so wish, he or she may be accompanied at the consultation by an Academic Colleague from his/her Department or Faculty, or by a person appointed by the Association.

Promotion and Tenure

- 16.1.4** The Member may provide additional documentation at this consultation, and any documentation provided by the Member shall be added to the Promotion and/or Tenure File.
- 16.2** A Member may withdraw his or her File from consideration by the Promotion and Tenure Committee at any time prior to the Committee's formulation of its recommendation. Such withdrawal must be in writing and submitted to the Dean. In such a case, the Member's File shall continue, except that the Member may choose either to include all letters or to exclude all letters from external referees obtained in accord with Clause 6.4 d) of this Article.
- 16.2.1** In the case of a Member who is a Tenured Associate Professor and who withdraws his or her File from consideration under the provisions of Clause 16.2 of this Article, the Member may subsequently request consideration for Promotion to Professor no earlier than three years following the previous request.
- 16.2.2** In the case of a Member who is in a Probationary Appointment, and who is being considered in the last year of his or her probationary period, and who withdraws his or her file from Consideration by the Promotion and Tenure Committee under the provisions of Clause 16.2 of this Article, the Member's employment at the University shall cease at the end of the Member's Probationary Appointment.
- 17.** Not later than the first day of November In each year, the chair of the Committee on Promotion and Tenure shall place the Committee's recommendation, along with his/her own recommendation, in each case with written reasons, in the Promotion and/or Tenure File and forward the File to the Provost.
- 17.1** Any stenographic or other notes, including originals, taken during meetings of the Committee on Promotion and Tenure by someone who is not a member of the Committee on Promotion and Tenure shall be placed in the Promotion and/or Tenure File and shall be considered part of the File. This provision applies to such notes taken during any meetings of the Committee, including meetings before the Provost receives the File and meetings that may occur if the Provost returns the File to the Committee under the provisions in Clauses 18.1 and 18.2 of this Article. For the purposes of Clause 6.5 of this Article, such notes shall be treated in the same manner as letters from external referees; i.e., information enabling identification of an external referee shall be removed.
- 17.2** The recommendation of the Committee, including reasons, shall be written by a member of the Committee other than the Dean. Where the Home Unit of the Member being considered for Promotion and/or Tenure is a Department or a School, the Committee's recommendation and reasons shall be written by the Home Unit Department Chair or Director, respectively. Where the Member's Home Unit is a Faculty without Departments or Schools the Committee's recommendation and reasons shall be written by a member of the Committee who has been elected by the members of the Committee to undertake this task. All members of the Committee shall be provided with an opportunity to sign the Committee's recommendation to acknowledge that it is an accurate rendering of the Committee's decision.

Promotion and Tenure

- 17.3** A copy of the recommendations of the Committee and the Dean shall be sent to the Member and, where applicable, the Member's Department Chair or School Director.
- 17.4** These recommendations shall not be grievable, except as part of a Grievance initiated according to Clause **18.3.1** below.
- 17.5** In the case of a Joint Appointment between two Faculties, the Deans shall provide separate recommendations for inclusion in the Promotion and/or Tenure File.
- 18.** The Provost shall review the Promotion and/or Tenure File and consider the recommendations of the Committee on Promotion and Tenure and of the Dean.
- 18.1** If the Provost determines that the File is incomplete, or if the Provost requires additional information in order to arrive at a decision, or if the Provost has other concerns about the recommendation of the Promotion and Tenure Committee and/or the Dean, the Provost may consult with the Dean and, if the Provost considers it appropriate, return the File to the Committee with a written statement describing matters of concern. A copy of this written statement shall be provided to the Member and shall be added to the File. The Member shall have two weeks from receipt of the written statement to provide the Promotion and Tenure Committee with any information that may be required to respond to the Provost's concerns. Such information shall be in writing and placed in the File. The Committee and Dean shall consider the Provost's concerns and any additional information that has been placed in the File in accord with the provisions of this Clause. Following this consideration, the Committee chair shall forward the Committee's response, along with his or her own response, to the Provost within an additional two weeks.
- 18.2** If the Provost is considering denial of a recommendation from the Promotion and Tenure Committee for the granting of Tenure, the Provost shall return the File to the Committee with a written statement describing matters of concern. A copy of this written statement shall be provided to the Member and shall be added to the File. The Member shall have two weeks from receipt of the written statement to provide the Promotion and Tenure Committee with any information that may be required to respond to the Provost's concerns. Such information shall be in writing and placed in the File. The Committee and Dean shall consider the Provost's concerns and any additional information that has been placed in the File in accord with the provisions of this Clause. Following this consideration, the Committee chair shall forward the Committee's response, along with his or her own response, to the Provost within an additional two weeks.
- 18.3** The Provost shall either approve or deny each recommendation of the Committee on Promotion and Tenure and the separate recommendation from the Dean, and shall so notify the Member, the chair of the Committee on Promotion and Tenure, and the Member's Department Chair or School Director (if applicable), in writing and with reasons, within six weeks of receipt of the Committee's recommendation or subsequent response.
- 18.3.1** Any Grievance of this decision shall be commenced at Step **3** (Arbitration), according to the provisions of the Article **Grievance and Arbitration**.

Promotion and Tenure

- 18.3.2** Where the grounds for a Grievance of this decision are based in whole or in part on allegations of discrimination, as defined in the Article **Non-Discrimination and Harassment**, the procedures of this Article and the Article **Grievance and Arbitration** shall apply in place of those in the Article **Non-Discrimination and Harassment**.
- 18.3.3** Without in any way limiting the powers of an arbitrator or an arbitration board under the Ontario Labour Relations Act, 1995, S.O. 1995, c.1, Sched. A with respect to any matter covered by this Collective Agreement, in arbitrations pursuant to this Article, the arbitrator or arbitration board shall have the jurisdiction to examine and grant a remedy on any aspect of the process or decision leading to the Grievance, including but not limited to substantive or procedural errors, and/or bias or reasonable apprehension of bias.
- 18.3.4** In arbitrations pursuant to this Article an arbitrator or arbitration board shall not have the power to award Promotion or Tenure, but may prescribe other remedies, including but not limited to extension of the probationary period and/or remitting the case for reconsideration, possibly with different material and/or different assessors.
- 19.** In the case of Probationary Appointments considered pursuant to Clauses **15.1** and **15.2**, where the Provost approves a recommendation that Promotion and/or Tenure be denied, or where the Provost denies a recommendation that Promotion and/or Tenure be approved, the Member's employment at the University shall cease at the end of the Member's Probationary Appointment.
- 19.1** In the case of Probationary Appointments considered prior to the final year of Appointment under Clauses **15.3** or **15.4**, where the Provost approves a recommendation that Promotion and/or Tenure be denied, or where the Provost denies a recommendation that Promotion and/or Tenure be approved, the Member's Promotion and/or Tenure File shall continue, except that the Member may choose either to include all letters or to exclude all letters from external referees obtained in **accord** with Clause **6.4 d)** of this Article and applicable to this initial consideration for Promotion and/or Tenure. The Provost's written reasons shall be placed in the File, and the Member shall be considered again by the Committee once only, and in the final year of the Appointment, according to the provisions of Clause **15.1** of this Article.
- 19.2** The provisions in Clauses **19** and **19.1** of this Article are subject to the outcome of any Grievance referred to in Clause **18.3.1** of this Article.
- 19.3** Where a Member on a Probationary Appointment has a Grievance arising from Clause **18.3.1** of this Article and pending beyond the end of the final year of the Member's Probationary Appointment, the Member's Appointment shall be extended to the end of the Academic Term in which the Arbitrator's decision is released.

Promotion and Tenure

- 20.** Following the Employer's notification described in Clause **18.3**, the disposition of the Promotion and/or Tenure File shall be as follows:
- a) in the case of the Promotion and/or Tenure File of a Member on a Probationary Appointment, and subject to the provisions of Clauses **15.3.1** and **15.4.1** of this Article, the File shall be retained by the Employer for a period of seven years and then destroyed. The File shall be available for the purposes of any Grievance referred to in Clause **18.3.1** of this Article;
 - b) in the case of a Member who has been considered for Promotion from Associate Professor to Professor:
 - (i) if the Member has been promoted, the Promotion File shall be retained by the Employer for a period of seven years and then destroyed.
 - (ii) the File shall continue as the Promotion File if the Member has not been promoted, and shall be returned to the Dean of the Member's Faculty. The curriculum vitae present in the File at this point shall remain in the File, alongside any future updated curriculum vitae.
- 21.** Before the conclusion of each Academic Year the Employer shall report to Senate, the Board and the Association the following data, sorted by gender and by such other designated groups for which data are available:
- a) the number of Promotion and/or Tenure Files considered under Clause **15** of this Article;
 - b) the number of Probationary Assistant Professors considered for Promotion and Tenure under Clauses **15.1** and **15.3** of this Article;
 - c) the number of Probationary Associate Professors considered for Promotion and/or Tenure under Clauses **15.2** and **15.3** of this Article;
 - d) the number of Probationary Assistant Professors invited to undergo consideration for Promotion and Tenure under Clause **15.4** of this Article;
 - e) the number of Tenured Associate Professors invited to undergo consideration for Promotion under Clause **15.5** of this Article; and
 - f) the number of Tenured Associate Professors requesting consideration for Promotion under Clause **15.6** of this Article:
- 21.2** For each set of data, also sorted in the same fashion, the Committee recommendations made under Clause **17** of this Article shall also be summarized, along with the Employer's decisions under Clause **18** of this Article.

RECOGNITION

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

REDUCED RESPONSIBILITY

1. A Reduced Responsibility Appointment is one in which the Appointment of a Full-Time Member, other than a Member on an Externally-Funded or Visiting Appointment, is reduced from Full-Time to less than Full-Time but on a regular basis. Reduced Responsibility shall not normally be less than 50% of Normal Workload.
2. Notwithstanding the provisions of the Article *Alternative Workload*, the proportions of a Member's efforts devoted to each of Teaching, Research and Service may be altered by a Reduced Responsibility agreement. However, only one of Teaching, Research or Service may be excluded from the Member's Workload under Reduced Responsibility.
- 3.1 A Member may apply to the Dean (through the Chair or Director, if applicable) for Reduced Responsibility. The Dean shall not arbitrarily withhold approval, and any decision by the Dean not to approve the application shall be accompanied by written reasons.
 - 3.1.1 Members shall apply in writing at least six months before any Reduced Responsibility Appointment is to take effect. Application made less than six months before the proposed change will be considered only in cases of unforeseen circumstances.
- 3.2 A Member's Dean may initiate discussion of a possible Reduced Responsibility arrangement for a Member at a meeting with the Member convened for the purpose, or at a meeting convened in accord with the provisions of Clause 7.3 of the Article *Annual Performance Evaluation*. Following such a discussion, a Member's Dean may propose (through the Chair or Director, if applicable) Reduced Responsibility arrangements. Such a proposal shall be in writing, shall invite the Member to discuss its provisions, shall state that the Member's participation in any Reduced Responsibility agreement is voluntary, and shall state that the Member has the right to have a representative of the Association present at any discussion of the proposal.
 - 3.2.1 Such a proposal shall be made at least six months before the proposed Reduced Responsibility Appointment is to take effect.
- 4.1 The period of Reduced Responsibility shall depend on the agreement entered into between the Employer and the Member. An initial period of Reduced Responsibility shall run for part or all of an Academic Year, for consecutive Academic Years, until the end of the Member's contract, or, in the case of Tenured faculty members, for up to three consecutive years. The agreement shall state the period for which the Reduced Responsibility arrangements are to apply, the duties of the Member during that period, the rate of accrual of Sabbatical Leave eligibility during the period of Reduced Responsibility, the level of salary and benefits during any Sabbatical Leave taken during the period of Reduced Responsibility, and the method of weighting any evaluations of the Member's performance based on the Reduced Responsibility arrangements.

Reduced Responsibility

- 4.2 An initial period of Reduced Responsibility may be followed by additional periods of Reduced Responsibility. Application for such additional period(s) of Reduced Responsibility must be made in writing at least six months in advance. Approval of such application(s) shall not be arbitrarily withheld, and any decision not to approve the application shall be accompanied by written reasons. These subsequent periods may run for all or part of an Academic Year, or for a term of years, or until the end of the Member's contract, or until retirement.
5. If the Member and Dean (and Chair or Director, if applicable) agree on the provisions of the proposed Reduced Responsibility Appointment, those provisions, including the period of the Reduced Responsibility Appointment, the proportion of Reduced Responsibility to full-time responsibility, duties during the period of Reduced Responsibility, extensions to the probationary period, provisions for evaluation during and after the period of Reduced Responsibility, and benefits coverage, shall be confirmed in writing and signed by the Member, Chair or Director (where applicable) and Dean.
- 5.1 The proposal shall be forwarded to the Provost for final approval on behalf of the Employer. Such approval shall not be arbitrarily withheld and any decision by the Provost not to approve the proposal shall be accompanied by written reasons. A copy of each approved proposal shall be sent to the Association.
6. In the case of Probationary Members, if a 50% reduction has occurred for two years or longer, the probationary period for Tenure shall be extended by one year (e.g., from six to seven years). It is the responsibility of the Member to request such an extension through the Chair or Director (if applicable) and the Dean no later than the beginning of the second year of 50% Reduced Responsibility.
7. The level of salary shall be prorated to reflect the proportion of Reduced Responsibility to full-time responsibility.
8. The amounts of any salary increases shall occur pro rata based on the relationship as in Clause 7 above. Any percentage increases in salary shall be applied as a percentage of the Member's pro-rated salary. Salary payments shall continue to be made on a monthly basis over twelve months.
9. Eligibility for and participation in all group insurance plans, legislated plans and pension plans shall continue as is or as amended from time to time, but coverage shall be on a *pro* rata basis (where appropriate) as in Clause 7 above, except as specified in Clause 10 below.
10. Subject to Canada Customs and Revenue Agency regulations, for those Members who are over age 55 and with ten or more years of full-time service when beginning the period of Reduced Responsibility, contributions by the Employer and Member to pension and group insurance plans and benefits therefrom shall be on the basis of the deemed continuance of the full-time salary, except in the cases of short- and Long-Term Disability.

Reduced Responsibility

- 10.1 If a Member reaches age 55 during the period of Reduced Responsibility, benefits shall continue on a pro rata basis as in Clause 9 above for the balance of the Reduced Responsibility arrangement.
11. Vacation and Sick Leave entitlement shall be on a pro rata basis as in Clause 7 above.
12. At the Member's discretion, any or all of the benefits other than those specifically covered by Clauses 10 and 11 which may be in force at the time of application for a Reduced Responsibility Appointment may be continued on a non-pro rata basis if the Member agrees to pay the cost difference between the pro *rata* and non-pro rata benefit.
13. Notwithstanding that Sabbatical Leave eligibility may have accrued, in full or in part, during a period of Reduced Responsibility, a Member who is not in a Reduced Responsibility arrangement and who is on Sabbatical Leave shall receive salary in accord with the provisions of Clause 8 of the Article Sabbatical Leave.
14. Members on Reduced Responsibility shall be eligible for consideration for reappointment, Promotion and Tenure.
15. Requests for amendments to the Reduced Responsibility arrangements shall follow the foregoing procedures.

RETIREMENT AND RESIGNATION

Resignation

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

Retirement

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

Professor Emeritus/Emerita Designation

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

Retirement and Resignation

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

Pension Plan

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

Academic Pension Plan

Employer contributions: **8.5%** of regular annual earnings.

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

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

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

Early Retirement

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

SABBATICAL LEAVE

1. With the exception of Compassionate Leave, Court Leave, Pregnancy, Parental and Adoption Leave and Sick Leave, at least two years of full-time continuous service shall elapse between any **two** successive Leave periods, and a Member shall not be on Leave for more than twenty-four months in any seven-year period. These restrictions may be modified in individual cases by the Provost, on recommendation from the Dean, at the request of the Member. Approval of any such request shall not be arbitrarily withheld.
2. Only Tenured Members are eligible for Sabbatical Leave.
3. With the exception of activities pertinent to a Member's obligations as a supervisor or chief advisor of graduate students, the purpose of a Sabbatical Leave is to allow a Tenured Member's Workload to consist exclusively of activities defined by the Member's Academic Responsibilities in the area of Research.
4. Subject to the provisions of Clauses 5, 6 and 7 of this Article, a Tenured Member is eligible to apply for a twelve-month Sabbatical Leave to begin after six years of continuous service since completion of the last Sabbatical Leave, or from the date of first Appointment to The University of Western Ontario at the rank of Assistant Professor or above; alternatively, a Tenured Member is eligible to apply for a six-month Sabbatical Leave to begin after three years of continuous service since completion of the last Sabbatical Leave at The University of Western Ontario.
5. The period of service accumulating towards eligibility to apply for a Sabbatical Leave may be interrupted by other Leaves allowed under this Agreement. With the exception of Compassionate Leave, Court Leave, Pregnancy, Parental and Adoption Leave and Sick Leave, if the total period of Leave exceeds three months in any one calendar year, none of the Leave period shall count towards the time accumulating towards eligibility to apply for a Sabbatical Leave.
6. Any agreement made between the Employer and a Member under the provisions of the Articles Alternative Workload or Reduced **Responsibility** shall contain explicit provisions defining the method by which Sabbatical Leave eligibility will be calculated during the period of the Alternative Workload or Reduced Responsibility agreement.
7. Members who have been appointed directly from a position at another University may be granted a maximum of three years' credit for service at the other University. Subject to this **maximum**, the service at other Universities shall normally count at the rate of one year Sabbatical credit for each **two** years of service. The extent to which service at the other University will count towards eligibility to apply for a Sabbatical Leave must be agreed upon at the time of the Member's Appointment and must be stated in the Member's Letter of Appointment.
8. All Sabbatical Leaves shall be for either six or for twelve months at **82.5%** of salary, except the first after the probationary period, which shall be at **87.5%** of salary.

Sabbatical leave

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

Sabbatical Leave

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

Sabbatical Leave

Faculty. If an approved Sabbatical Leave is so postponed, the Member shall be eligible to apply for a subsequent Sabbatical Leave to begin up to one year earlier than the eligibility requirements in Clauses **1**, **2** and **4** through **7** dictate. In the case where the Member's deferred Sabbatical Leave occurs in the year containing the Member's normal Retirement date, the provisions of Clause **19** shall not apply.

- 15.** Subject to Clause **14**, a Member for whom a Sabbatical Leave has been approved shall proceed on the Sabbatical Leave on the approved date and for the approved period.
- 16.** A Member whose application for Sabbatical Leave has been approved may request that a portion of his or her salary while on Sabbatical Leave be paid as a Research Grant and/or as a Removal Expense. Insofar as the request is deemed by the Employer to be in compliance with the Income Tax Act and Canada Customs and Revenue Agency (CCRA) policy, the Employer shall agree to such a request; however, the Member accepts responsibility for any subsequent adverse judgment by CCRA.
- 17.** Members on Sabbatical Leave are **not** eligible for consideration for Promotion while on Leave. The record of activity in Research shall be included if/when a Member is subsequently considered for Promotion.
- 18.** Upon completion of a Sabbatical Leave, the Member shall, within three months, provide the Dean of his or her Faculty with a report describing the activities undertaken during the Sabbatical Leave and the actual and anticipated outcomes.
- 19.** A Member on Sabbatical Leave shall return to his or her position for a period equal to the length of the Sabbatical Leave. Should a Member not satisfy this condition, he/she will be indebted to the Employer for the sum of monies paid to him/her by the Employer during his/her Sabbatical Leave, unless the Employer waives such obligation.

TRANSITION PROVISIONS

Annual Performance Evaluation

1. The PLCP increment to take effect on July 1, 2003, for all Members who were Members as of June 30, 2002, and who continue to be Members on July 1, 2003, will be based on the best of the three most recent evaluations, as available. For Members who became eligible Members after June 30, 2002, the PLCP increment for July 1, 2003, will be calculated using 2.4 salary points.

Retroactivity of Part-Time Status

2. All Limited-Duties and Limited-Term Appointments held in the current or previous four fiscal years shall be considered in determining First Refusal Status and First Refusal Rights for current Part-Time Members.

Application of Retroactive Pay

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

Appointments

4. Current Tier 1 Members, and those current Members who have held a mixture of non-concurrent Limited-Duties and Limited-Term Appointments which when considered as in Clause 18 of the Appointments Article would convey Tier 1 status, shall be offered Renewable Multi-Year Appointments to teach the number of courses so determined as of May 1, 2003.

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

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

VACATIONS AND HOLIDAYS

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

WORKING CONDITIONS

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

General Working Environment

2. Where construction or other similar forms of interference create working conditions which seriously impinge on a Member's ability to meet his or her Academic Responsibilities, the Employer shall endeavour to provide suitable temporary alternative space, or shall endeavour to alleviate the interference.
- 2.1 Nursing Members shall have access to private facilities for the nursing and changing of infants. A pregnant or nursing Member may request accommodations to enable her to perform her Academic Responsibilities. The Member shall meet with the Chair (or Director if the Member's Home Unit is a School, or Dean if the Member's Home Unit is a Faculty without Schools or Departments) to discuss possible arrangements. Such requests shall not be arbitrarily denied.

Security

3. The Employer shall provide adequate lighting on established Campus routes leading from parking areas to places of work.
- 3.1 Between 4:00 p.m. and 6:00 a.m., non-resewed sections of all core parking lots shall be open without additional charge to Members who hold permits for perimeter lots.
- 3.2 The Employer shall consider and respond in a timely manner to personal security concerns that a Member or the Association brings to the Employer's attention.
- 3.3 The Joint Committee shall discuss measures to deal with issues surrounding personal security brought to it by either Party. The Joint Committee may make recommendations to the Employer on such measures or may refer the discussion to the Joint Committee on Occupational Health and Safety.

Office and Laboratory Space Assigned to Members

4. The Employer shall provide each Member with a furnished office, a telephone and access to a computer capable of processing and transmitting information such as Annual Reports and grade reports. The Employer shall not be responsible for telephone charges other than basic local telephone charges unless such charges are incurred in the course of the Member's Academic Responsibilities with the approval of the Chair (or Director if the Member's Home Unit is a School, or Dean if the Member's Home Unit is a Faculty without Schools or Departments), Part-Time Members may be required to share an office and a telephone. Part-Time Members sharing an office may propose a schedule identifying any times they require exclusive access to the office. In consultation with Part-Time Members concerned the Department Chair (or Director if the Member's Home Unit is a School, or

Working Conditions

Dean if the Member's Home Unit is a Faculty without Schools or Departments) shall determine a schedule for such exclusive access.

- 4.1 Any reassignment or alteration of office or laboratory space shall be discussed with the Member directly affected as soon as the need for reassignment or alteration has been determined.
- 4.2 Animals kept as pets may be brought to Members' offices except where the presence of the animal(s) is objected to by a person or persons with a legitimate interest in the matter. Such objections shall be made in a signed letter to the Chair (or Director if the Member's Home Unit is a School, or Dean if the Member's Home Unit is a Faculty without Schools or Departments).

Technology and Support Services

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

Library Facilities

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

Faculty Start-up Grant

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

Teaching Facilities

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

Departmental/Institutional Support

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

Parking

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

Religious Accommodation

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

WORKLOAD

1. A Member's Workload consists of activities undertaken in fulfillment of his or her Academic Responsibilities in the areas of Teaching, Research and/or Service, as defined in the Article Academic Responsibilities of Members.
 - 1.1 Subject to the provisions of Clause 2 of the Article Alternative Workload, the Normal Workload, as defined in this Article, of Probationary or Tenured Members shall balance Teaching, Research and Service such that the commitment of activity in each of Teaching and Research shall be approximately equal and each shall be greater than in the area of Service.
 - 1.2 The Workload of Full-Time Members other than those in Clause 1.1 of this Article shall consist of activities in areas of Teaching, Research and/or Service as described in their Letter of Appointment, and as modified in any subsequent arrangements documented in the Member's Official File.
 - 1.2.1 Subject to the provisions of the Article Reduced Responsibility, the total individual Workload of Full-Time Members other than those in Clause 1.1 of this Article shall be similar in magnitude, but not necessarily in balance, to the Normal Workload of a Probationary or Tenured Member.
 - 1.2.2 Subject to the provisions of Clauses 4 through 4 n) of this Article, the Workload associated with the teaching of a particular University degree credit course shall be similar for all Full-Time Members.
 - 1.3 The Workload of Part-Time Members shall be defined by the Limited-Duties Appointments they hold, and shall consist of the duties and responsibilities specified in the Letter of Appointment for each Limited-Duties Appointment.
 - 1.3.1 Unless otherwise agreed to in a Letter of Appointment, and subject to the provisions of Clause 4 of this Article, the Workload associated with the teaching of a particular University degree credit course shall be similar for both Full-Time and Part-Time Members.
2. In each Unit, the specific details of the Normal Workload of Probationary and Tenured Full-Time Members shall be identified. The Normal Workload must be consistent with the operating obligations of the Unit and the University, and must have been approved by the Dean. These obligations shall include any Employer-approved participation of the Unit's Members in programs outside the Unit. The process of identification and approval shall be as specified in Clause 3 of this Article.
 - 2.1 In this Article, Unit shall mean Department or School, as applicable, or, in the case of Faculties without a Department or School structure, Faculty.

3. By April 15 of each year the Members in each Unit shall determine by majority ballot whether or not the existing Normal Workload for the Unit should be reviewed. Where a majority ballot is in favour of a review, the provisions of Clauses 3.1 through 3.4 shall apply; otherwise, the existing Normal Workload shall be forwarded to the Dean as a proposed, ratified Normal Workload and the provisions of Clauses 3.2 through 3.4 shall apply. Notwithstanding these provisions, the Normal Workload for the Unit must be reviewed by the Unit every three years.
- 3.1 If, under the provisions of Clause 3 of this Article, the Normal Workload of a Unit is to be reviewed, then by May 1 of each year, each Unit shall elect a Workload Committee. This Committee shall be chaired and convened by the Chair of the Department, or the Director of the School, where applicable. In Faculties without a Department or School structure, the Committee shall be chaired and convened by the Dean; where the Dean so chooses, this duty may be delegated to an Associate Dean. In addition to the Committee chair, the Committee shall consist of a minimum of three Members, of which no more than one shall be a Part-Time Member, elected from and by the Members of the Unit.

By October 1 of each year the Committee shall:

- a) review the obligations of the Unit during the previous Fiscal Year, the current Fiscal Year, and the anticipated obligations of the Unit in the next three Fiscal Years. These include:
- (i) the Teaching work of the Unit. This includes the preparation and presentation of graduate and undergraduate courses, student evaluation, academic counselling, curriculum development, supervision of teaching assistants, supervision and advising of graduate and undergraduate students. This also includes Employer-approved participation of the Unit's Members in programs outside the Unit. This review may include an assessment of how the Workload associated with a University degree credit course varies among the courses offered by the Unit;
 - (ii) the Research work of the Unit;
 - (iii) the Service work of the Unit;
- b) review the teaching resources available within the Unit. These include:
- (i) the number of Graduate Teaching Assistants available;
 - (ii) the number of Limited-Duties Appointments available;
 - (iii) the number of Full-Time Members available;
 - (iv) any arrangements made under the provisions of this Collective Agreement that reduce or increase the Academic Responsibilities of the Full-Time Members in the area of Teaching; and

Workload

- c) consider the obligations, teaching resources and past practices of the Unit, and propose in writing a Normal Workload for Full-Time Members of the Unit undertaking the normal balance of Teaching, Research and Service activities described in Clause 1.1 of this Article.
- 3.2 By November 1 of each year the proposed Normal Workload shall be ratified by a majority ballot of Members of the Unit and forwarded to the Dean. If the proposed Normal Workload is not ratified by a majority ballot, the provisions of Clause 3.3.2 of this Article shall apply.
- 3.3 The Dean shall consider whether the proposed Normal Workload ratified by the Unit permits the Unit to fulfil its obligations.
- 3.3.1 If the Dean does not agree that the proposed Normal Workload permits the Unit to fulfil its obligations, the proposal shall be returned to the Workload Committee along with written reasons for the Dean's disagreement. The Committee shall review the proposed Normal Workload and submit a revised version to the Full-Time Members of the Unit for ratification by a majority ballot. This revised Normal Workload shall be submitted to the Dean. Resubmission to the Dean shall occur within one month of the return of the proposal to the Workload Committee. If this does not occur, the provisions of Clause 3.3.2 of this Article shall apply. If the Dean does not agree that the resubmitted proposed Normal Workload permits the Unit to fulfil its obligations, the provisions of Clause 3.3.2 of this Article shall apply.
- 3.3.2 In the absence of a ratified proposed Normal Workload that, in the view of the Dean, permits the Unit to fulfil its obligations, the Dean shall identify the Normal Workload of Full-Time Members in the Unit. The Dean shall consider the teaching resources available in the Unit, past practice in the Unit, along with the obligations of the Unit in the areas of Teaching, Research and Service as a guide in the identification of the Normal Workload. In identifying the Normal Workload, the Dean shall not increase the magnitude of the sum of the Teaching and Service work in the existing Normal Workload in the Unit unless a majority ballot of the Full-Time Members of the Unit ratifies the increase.
- 3.4 The Normal Workload identified in any particular Academic Year shall apply to the following Academic Year. A copy of the Normal Workload shall be made available to Members in the Unit's office, as applicable, and a copy shall be sent to the Association.
- 3.4.1 Where application of the provisions of Clause 3.3.2 of this Article has led to an increase in the magnitude of the sum of the Teaching and Service work in an existing Normal Workload, and unless the Full-Time Members of the Unit have agreed otherwise through a majority ballot, the Dean shall, within two Academic Years following implementation of the new Normal Workload, return the magnitude of the sum of the Teaching and Service work to that of the pre-existing Normal Workload.
4. It is recognized that fluctuations in the Workload associated with the Teaching of a particular University degree credit course may occur from year to year, and that a Member's

Workload

Workload in the area of Teaching may, in any one year, be increased or decreased by factors such as the following:

- a) the total number of students in the course, or section in multi-section courses;
- b) the number of scheduled contact hours per course;
- c) requirements for clinical, field, research, thesis, laboratory, studio, performance, practicum, or other academic supervision of undergraduate and graduate students;
- d) additional preparation required for a course that is new to a Member or new to the Unit, or substantially revised;
- e) reduced preparation required for a course that the Member has taught before;
- f) the relationship of teaching duties to the Member's area of expertise;
- g) availability of marking, teaching or laboratory assistants;
- h) requirements for supervision of marking, teaching, field, or laboratory assistants;
- i) the level (introductory, upper year, graduate) and type of instruction involved (lecture, laboratory, field, practicum, performance, clinic, seminar);
- j) the nature of the subject, including but not limited to requirements for periodic revision and update;
- k) teaching and evaluation methods, including the mode of delivery and the amount and type of marking;
- l) whether the course or field supervision is located on or off Campus;
- m) the number of graduate students advised by the Member, and the stage they have reached in their program of study; and
- n) additional or reduced assignments arising from emergencies, such as the unexpected unavailability of colleagues or cancellation of courses.

4.1 Subject to Clause 4.2 of this Article, the Workload of each Full-Time Member in a Unit shall be similar to the Normal Workload identified in Clause 3.1 of this Article when averaged over a period of years. This period shall normally be no more than six years. For a Limited-Term Member with less than six years' service, the period shall not exceed the length of the remainder of the term of the Member's Appointment.

4.2 Any alternative arrangements that allow a Full-Time Member's Workload to deviate substantially from the Normal Workload of the Unit and remove the requirement that a

Workload

Member's Workload should be similar to the Unit's Normal Workload when averaged over a period of years must be specified in the Member's Letter of Appointment, or must be approved by the Member's Dean and documented in the Member's Official File and, as applicable, in the Member's Promotion and Tenure File. Any such arrangements shall be in accord with the provisions of this Collective Agreement. Any such alternative arrangements shall only alter the balance of a Member's Workload between Teaching, Research and Service, and shall not alter the magnitude of a Member's work, unless the Member is in a Reduced Responsibility arrangement in accord with the provisions of the Article Reduced Responsibility.

- 4.3 Unless agreed otherwise, the per-course Workload of a Part-Time Member shall not exceed the average per-course Workload of a Full-Time Member in the same Unit, as calculated according to Clause 4.1 of this Article. Where such an agreement exists, the Letter of Appointment shall contain provisions for additional remuneration.
5. Only Teaching and Service responsibilities may be assigned to a Full-Time Member. While time can be allocated for Research, specific Research areas shall not be assigned.
- 5.1 Any assignment of Academic Responsibilities within a Unit shall take into consideration any Employer-approved extra-Unit responsibilities elsewhere in the University, as specified in Clause 3.1 a)(i) of this Article, and Clause 6 of the Article Academic Responsibilities of Members.
- 5.2 The Teaching component of a Full-Time Member's Workload shall be assigned annually by the Member's Home Unit Dean or designate, as shall any assignable components of the Member's Workload in the area of Service. In Faculties with Departments the designate, if used, would normally be the Chair; in Faculties with a School structure the designate, if used, would normally be the Director.
 - 5.2.1 The Dean or designate shall provide the Full-Time Member with the Member's assigned Teaching and Service Workload in writing for the September 1 to August 31 period by May 30 in the previous Academic Year. If the May 30 date cannot be met, it is agreed that the Member shall be notified of provisional assignments and the reason(s) for the delay.
 - 5.2.2 The Member's assigned Teaching and Service Workload may be altered if unforeseen events occur after the Workload has been assigned which require alterations in the assigned Workload.
6. Unless specifically provided otherwise in a Letter of Appointment, Full-Time Members are employed by the University for a period of twelve months in each year, including holidays and vacations as provided for in this Collective Agreement, to carry out their Academic Responsibilities. Subject to the operating requirements of the Unit, and subject to the historical obligations of the Unit, and subject to any arrangements in a Letter of Appointment, Full-Time Members who are not in a Reduced Responsibility arrangement, and who have Academic Responsibilities in the area of Teaching that are less than or equal

to the magnitude of the balance of Teaching in the Unit's Normal Workload, shall, unless otherwise agreed to, normally fulfill their Teaching responsibilities, other than graduate student supervision, in two of the three Academic Terms of the Academic Year.

7. Using the provisions of the Article *Alternative* Workload, a Full-Time Member appointed to a Probationary contract of five or more years, commencing July 1, 2002, or later, may request one Academic Year during the probationary period in which only one of the Academic Terms includes assigned, scheduled Teaching duties. Such a request shall not be arbitrarily denied. The scheduling of such a Term, if approved, shall be subject to the agreement of the Member, the Unit head and the Dean. The Teaching Workload of the Member in the Academic Year in which the Term free of assigned, scheduled Teaching duties is approved would normally be one half of the Normal Teaching Workload of the Unit.
8. Using the provisions of the Article *Alternative* Workload, a Full-Time Member may request rearrangement of his or her assigned, scheduled Teaching duties so that by teaching up to one additional half course per Academic Year, the Member may have a reduced Teaching Workload in a subsequent Academic Year. Such a request shall not be arbitrarily denied. With this form of "course banking", a Full-Time Member may plan an Academic Term free of Teaching Responsibilities (other than graduate student supervision) by accumulating sufficient credit to be released from Teaching for one Academic Term. The scheduling of such a Term, if approved, shall be subject to the agreement of the Member, the Unit head and the Dean.
9. Each Member may request, on an annual basis, a meeting with the Member's Dean, or designate, to review the Member's Workload. The meeting shall take place within fifteen working days of receipt of the request. At the Member's discretion, he or she may be accompanied by a colleague or an Association representative at this meeting.
10. At the end of each Academic Year the Dean or designate shall provide a report to the Members of the Unit listing the courses, or fractions thereof, actually taught by each Member and non-Member, together with the enrolments in these courses, and the number of graduate students for whom each Member served as a chief advisor or supervisor, or in some other capacity involving significant commitment of time. A copy of this annual report shall be sent to the Association by the Office of Faculty Relations.

LETTERS OF UNDERSTANDING

- A. Application of the Collective Agreement to Non-Traditional Units
- B. Application of the Tri-Council Policy Statement on Ethical Conduct for Research Involving Humans
- C. Appointments: First Refusal Rights and First Refusal Status for Different Formats of the Same Course
- D. Centre for Women's Studies and Feminist Research
- E. Child and Family Care
- F. Pay Equity Study
- G. Sabbatical Leave Application

LETTER OF UNDERSTANDING — A

APPLICATION OF THE COLLECTIVE AGREEMENT TO NON-TRADITIONAL UNITS

This Letter of Understanding forms part of the Collective Agreement for the life of the Collective Agreement.

1. The Parties recognize that there are Units and programs currently existing in the University (for example, Departments in the Faculty of Medicine & Dentistry, the School of Dentistry, and the Bachelor of Administrative and Commercial Studies program in the Faculty of Social Science) in which it is not feasible to observe the exact language of the Collective Agreement with regard to the committees mandated by the Collective Agreement (for example, Annual Performance Evaluation, Appointments, Promotion and Tenure, and Workload).
2. It is agreed that in such cases the Units and programs shall be given a degree of flexibility and that furthermore these Units and programs shall follow processes and use structures that respect the intent of the Collective Agreement provisions in terms of membership in the Unit or program, membership and terms of reference of committees, and the role of Chairs or Directors, which shall be similar to the role of a Department Chair as described in the Article Department Chairs and Directors of Schools, as deemed appropriate by the Dean.
3. The Parties further agree to monitor such Units and programs to ensure that the Members in the affected Units and programs are not disadvantaged regarding any of the provisions of this Collective Agreement.
4. The Members in such Units and programs can revise the processes and structures through a Letter of Understanding, negotiated between the Association and the Employer. If a majority of the Members in the Unit or program vote in favour of doing so.

LETTER OF UNDERSTANDING — B

APPLICATION OF THE TRI-COUNCIL POLICY STATEMENT ON ETHICAL CONDUCT FOR RESEARCH INVOLVING HUMANS

The Parties agree that the following arrangements for application of the Tri-Council Policy on Ethical Conduct of Research Involving Humans will form part of the Collective Agreement for the life of the Collective Agreement.

1. The Tri-Council Policy Statement entitled Ethical Conduct for Research involving Humans, hereafter referred to as the Tri-Council Policy Statement, applies to research on humans conducted by Members. In any dispute about the meaning or application of the Tri-Council Policy Statement, the full text including the commentary shall be the basis for any judgment.

The Tri-Council Policy Statement and Academic Freedom

2. The adoption and implementation of the Tri-Council Policy Statement shall not be used to circumscribe the rights of Members as specified in the Article *Academic Freedom*.

Research Ethics Boards

3. Research Ethics Boards (REBs) and any Appeal Boards established under the provisions of the Tri-Council Policy Statement shall meet the following requirements in addition to those specified in the Tri-Council Policy Statement:
 - a) there shall be distinct REBs for medical and non-medical Research;
 - b) REBs shall not have, nor shall they assume, the power to recommend discipline, to impose sanctions or discipline or to cause discipline to be imposed on Members, nor shall they have any power to cause to be placed in the Member's Official File any information related to the research proposal;
 - c) the REBs shall make an annual report to Senate on their work, operation and decisions.

Appeal Procedure

4. In accordance with the Tri-Council Policy Statement, researchers may appeal decisions of the REBs to an Appeal Board. There shall be separate Appeal Boards for medical and non-medical Research.

Joint Committee on the Application of the Tri-Council Policy Statement

5. There shall be a Joint Committee on the Application of the Tri-Council Policy Statement consisting of five members as follows:

Letter of Understanding — B

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

The Committee shall be convened within six weeks of ratification of this Agreement and shall meet monthly until the Committee's recommendations have been submitted for approval in accord with Clause 5.2, but in no case later than the anniversary of the ratification of this Agreement.

5.1 The terms of reference of the Committee shall be to consider and make recommendations concerning the following matters:

- a) the conditions under which the review of the scholarly merit of proposals is mandated by the Tri-Council Policy Statement, and the procedures for conducting peer or other reviews in such circumstances;
- b) procedures for expedited review of research proposals in accord with the Tri-Council Policy Statement;
- c) the scope of appeals and the procedures of the operation of Appeal Boards.

5.2 The Committee's recommendations shall be forwarded to the Employer and the Association for approval. Upon approval, such recommendations, in language agreed to by the Parties, shall form part of this Letter of Understanding and be published on the University's and Association's **websites**.

5.2.1 Should the Employer and Association fail to approve the recommendations submitted by the Committee, either side may submit the issue to a mutually agreed-upon mediator/arbitrator.

LETTER OF UNDERSTANDING— C

APPOINTMENTS: FIRST REFUSAL RIGHTS AND FIRST REFUSAL STATUS FOR DIFFERENT FORMATS OF THE SAME COURSE

The Parties agree that the following will form part of the Collective Agreement for the life of the Collective Agreement:

1. Where a course is taught in different formats (e.g., on-campus, distance, correspondence, etc.), each format shall be deemed to be a different course for the purposes of establishing First Refusal Status.
- 1.1 Notwithstanding the above, the Parties agree that a Part-Time Member may achieve First Refusal Status in a Unit by holding Limited-Duties Appointments to teach a particular full or half course in two different formats, provided that:
 - a) the course has been taught four times, twice in each format;
 - b) the four Appointments referred to in a) occur within a contiguous five fiscal year period;
 - c) The four Appointments referred to in a) occur in at least three different fiscal years; and
 - d) the Member has been a Member while holding each of the four Appointments in a).
- 1.1.1 A Member who fulfils these conditions can, by application, exercise First Refusal Rights for both formats of the course.

These provisions are in addition to all other provisions for achieving First Refusal Status and First Refusal Rights and do not replace or detract from any such provisions.

LETTER OF UNDERSTANDING— D

CENTRE FOR WOMEN'S STUDIES AND FEMINIST RESEARCH

The Parties agree that the following arrangements for the Centre for Women's Studies and Feminist Research (CWSFR) will form part of the Collective Agreement for the life of the Collective Agreement.

1. The Director of the Centre for Women's Studies and Feminist Research shall be a Tenured Member selected by a committee consisting of:
 - a) the Provost, or designate;
 - b) the Deans of the Faculties of Social Science and Arts. The Dean who is the Executive Chair of the Advisory Committee for the CWSFR shall chair the selection committee. Both Deans shall be without vote, but the Dean serving as chair may cast a vote in the case of a tie;
 - c) four Full-Time Members in the CWSFR, elected by Members in the Centre. If there are not enough Full-Time Members in the Centre, then the Advisory Committee shall elect the remaining Members; and
 - d) two Tenured Members, not Members in the CWSFR, elected by the Advisory Committee.
2. The procedures used for the appointment of the Director shall be consistent with the provisions of Clauses 11, 12 and 14 of the Article ***Department Chairs and Directors of Schools***.
3. The provisions of Clauses 5, 6, 7, and 8 of the Article ***Department Chairs and Directors of Schools*** shall apply to the Director.
4. The Provost, through the Executive Chair of the Advisory Committee of the CWSFR, shall consult with the Director of the CWSFR on the Centre's budgetary requirements and delegate administrative responsibility to the Director. Such responsibilities shall be in accord with the Collective Agreement and shall be specified in the Director's Letter of Appointment. The administrative responsibilities of the Director shall include administration of the CWSFR and chairing the Annual Performance Evaluation Committee of the CWSFR, the Appointments Committee of the CWSFR, and the Workload Committee of the CWSFR, these Committees being constituted and operated in a manner consistent with the provisions of the relevant Articles of the Collective Agreement. Where the Collective Agreement refers to the Dean, this shall be taken to mean the Executive Chair of the Advisory Committee for the CWSFR.

- 4.1 Application of the provisions of the Articles Workload and *Annual Performance* Evaluation to Full-Time Members in the CWSFR shall occur through the Member's Home Unit. For Full-Time Members seconded to the CWSFR, application of the provisions of the Articles Workload and *Annual Performance* Evaluations shall include consultation with the Director of the CWSFR by the Home Unit Chair (or Director or Dean in the case of a School or a Faculty without Departments or Schools, respectively), or Dean, as appropriate to the provisions of the Articles.
- 4.2 For the Purposes of Clause 9 of the Article Promotion and Tenure, representatives of the CWSFR on a Member's Home Unit Promotion and Tenure Committee shall be:
- a) the Director of the CWSFR;
 - b) one Member in the CWSFR, elected from and by the CWSFR Steering Committee; and,
 - c) one Member who is from neither the CWSFR nor the Home Unit of the Member, elected by the CWSFR Advisory committee, which shall solicit nominations from the Members in the CWSFR.
5. The Annual Performance Evaluation of the Director shall be conducted by a committee consisting of:
- a) two representatives from the Annual Performance Evaluation Committee of the CWSFR;
 - b) two representatives from the Annual Performance Evaluation committee of the Director's Home Unit;
 - c) the Executive Chair of the Advisory Committee of the CWSFR, who shall chair the committee.
- 5.1 For the purpose of calculating an adjustment factor and salary points, the **PAI** shall be included with those of the Director's Home Unit.
6. For the purposes of this Letter of Understanding, "Members in the CWSFR" shall be: the Director of the CWSFR, Members with part of a Joint Appointment in the CWSFR, Members seconded to the CWSFR, and Members with a Limited-Duties Appointment in the CWSFR.
7. Unless modified through the Senate- and Board-approved processes governing Centres, the Steering Committee in the CWSFR shall be chaired and convened by the Director of the Centre; in addition to the Committee chair, the committee shall consist of a minimum of seven members, including all those Full-Time Members who teach Women's Studies Courses and two Part-Time Members with Limited-Duties Appointments elected from and by the Part-Time Members with Limited-Duties Appointments in the CWSFR.

Letter of Understanding — D

- 8. The provisions of this Letter of Understanding will be reviewed by the Joint Committee on an annual basis.**

LETTER OF UNDERSTANDING— E

CHILD AND FAMILY CARE

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

Further to the Letter of Understanding on Daycare, signed by the Parties on May 25, 2000, the Employer and Association agree that:

Child Care

1. By September, 2004, the Employer shall provide on-Campus daycare facilities in which at least fifty spaces are assigned on a priority basis to the children of faculty members. Hereafter these spaces are referred to as Faculty Priority (FP) spaces.
 - 1.1 The number of FP spaces may be modified by mutual agreement.
 - 1.2 The specific procedures for priority allocation of FP spaces and regarding faculty access to non-FP spaces shall be discussed with the Association.
 - 1.3 The Association shall be consulted in the process of planning for the daycare facility, including but not limited to plans regarding the physical design and location of the facility.
 - 1.4 The Employer shall provide the land and pay the costs of capital construction for the facility.
 - 1.5 The daycare facility shall have an Advisory Committee whose membership shall include a representative from the Association.
 - 1.6 The design of daycare programs for faculty children at the facility shall consider the need for extended hours and flexible enrolment options to accommodate faculty members' work schedules.

Family Care

2. The Employer shall establish, within one year of the ratification of this Collective Agreement, an office that provides information, guidance and assistance to Members regarding resources, programs, and policies relevant to schools, child care, elder care, parental leaves, and other family concerns.
 - 2.1 The family care services outlined in Clause 2 may be provided by a special family care office or by an office that also provides support for faculty recruitment and retention.

LETTER OF UNDERSTANDING— F

PAY EQUITY STUDY

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

1. The Parties agree to establish a Pay Equity Committee. This committee shall consist of three representatives appointed by the Association, at least one of whom shall be female, and three representatives appointed by the Employer, at least one of whom shall be female: the Director of Equity Services shall also be a member of the Committee, but without vote.
2. This Committee shall review salary patterns of Probationary and Tenured Members and of Limited-Term Members using regression analysis to investigate gender-based differences in Members' salaries.
3. The methodology shall be developed from that used in the 1995/1996 Pay Equity Study, namely, Annual Salary shall be the dependent variable, and independent variables may include but need not be limited to: Gender, Highest Degree, Years Since Highest Degree, Years Since First Degree, Years Employed as a Faculty Member at The University of Western Ontario, Age, Rank, Years in Rank, Home Faculty, Department Average Salary.
4. This analysis shall be conducted following distribution of the 2004-05 Anomaly Fund established by the Article Compensation and Benefits. The Committee shall provide a report on this analysis to the Association and the Employer within six months of distribution of the Anomaly Fund. The Parties shall have two months to review the report before it is published.

LETTER OF UNDERSTANDING— G

SABBATICAL LEAVE APPLICATION

The Parties agree that the following will form part of the Collective Agreement for the life of the Collective Agreement:

1. Subject to the provisions of Clauses 5, 6 and 7 of the Article *Sabbatical Leave*, a Probationary Member who is being considered for Tenure is eligible to apply for a twelve-month Sabbatical Leave to begin after six years of continuous service at The University of Western Ontario in a Probationary Appointment; alternatively, and also subject to the provisions of Clauses 5, 6 and 7 of the Article *Sabbatical Leave*, a Probationary Member who is being considered for Tenure is eligible to apply for a six-month Sabbatical Leave to begin after three years service at The University of Western Ontario in a Probationary Appointment.
2. While a Probationary Member may apply for a Sabbatical Leave in accord with 1 above, only Tenured Members are eligible to take a Sabbatical Leave.

APPENDICES

- A. Certificate from the Ontario Labour Relations Board, 4482-97 dated May 26, 1998
- B. Canadian Library Association's Statement on Intellectual Freedom
- C. List of Arbitrators
- D. UWO Guidelines on Access to Information and Protection of Privacy
- E. Early Retirement Compensation Plan for Faculty
- F. Correspondence defining Academic Colleague
- G. External Chairs for Panel of Inquiry

APPENDIX A

File No. 4482-97-R

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

Between:

University of Western Ontario Faculty Association,

Applicant,

- and -

University of Western Ontario,

Responding Party.

Certificate

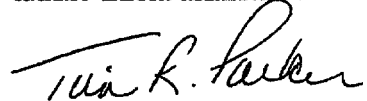
Upon the application of the applicant and in accordance with the provisions of the Labour Relations Act, THIS BOARD DOES CERTIFY University of Western Ontario Faculty Association as *the bargaining agent* of all persons employed as members of the academic staff at The University of Western Ontario, in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

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

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

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

ONTARIO LABOUR RELATIONS BOARD



Tim R. Parker

Registrar

**APPENDIX B
CANADIAN LIBRARY ASSOCIATION**

Position Statements

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

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

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

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

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

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

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

APPENDIX C
ARBITRATORS

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

APPENDIX D

MAPP 1.23

The UNIVERSITY of WESTERN ONTARIO POLICIES and PROCEDURES

1.23 THE UNIVERSITY OF WESTERN ONTARIO GUIDELINES ON ACCESS TO INFORMATION AND PROTECTION OF PRIVACY

Classification: General Effective Date: 23MAY96 Supersedes: (NEW)

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

I. GENERAL

1. The Basic Principles

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

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

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

2. Relationship With Other University Policies

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

(2) Where a written University policy or procedure is, or has been, adopted, its explicit provisions shall, in the event of conflict, take precedence over these Guidelines. Where possible any new or revised policies should be developed in the light of the basic principles set forth in these Guidelines. All existing, new or revised policies shall be referred to the University Commissioner for review and comment under section 30.

3. Scope of the Guidelines

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

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

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

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

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

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

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

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

4. Nature of the Access Right

(1) The right of access conferred by these Guidelines should normally be implemented by permitting, upon written request, supervised access to either the record or a copy of the record, subject to prior payment of the applicable fees.

(2) Notwithstanding subsection (1), where an individual is granted access to a record containing personal information concerning him/herself, a written request from the individual for a photocopy of the record should normally be granted, subject to prior payment of the applicable fees.

II **ACCESS TO INFORMATION**

5. The General Principle

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

- (a) the record falls within one of the exemptions set out herein: or
- (b) the Unit Head considers, upon reasonable grounds, that the request for access is frivolous or vexatious.*

*

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

Appendix D

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

6. Access Procedure

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

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

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

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

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

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

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

Exemptions from the General Principle

7. Available Information

The University is not required to follow these Guidelines where:

(a) the record or the information contained in the record has been published or is currently available to the public, whether or not a fee is charged, or

(b) the record or the information contained in the record will be published by the University within ninety days after the request is made or within such further period of time as may be necessary for printing or translating the material for the purpose of printing it, whether or not a fee is charged, or

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

8. Deliberative Processes

(1) The University may refuse to disclose records containing matter in the nature of, or relating to, opinions, references, assessments, advice or recommendations obtained, prepared or recorded, or consultations or deliberations that have

taken place, in the course of, or for the purposes of, the deliberative processes of the University where such disclosure would undermine the effectiveness of those processes.

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

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

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

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

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

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

9. Conflict Resolution, Law Enforcement and Discipline

The University may refuse to disclose a record where disclosure could be reasonably expected to interfere with a law enforcement matter, investigation of misconduct or poor performance, or a disciplinary proceeding, complaint or conflict resolution process within the University.

10. Relations with Governments and Other Organizations

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

(a) prejudice the conduct of relations between the University and federal, provincial or municipal governmental authorities or other agencies providing funding to the University or any of its constituent units; or

(b) reveal information received in confidence from federal, provincial, municipal or foreign governmental authorities; or

(c) reveal information received in confidence from institutions affiliated with the University or from other universities, colleges and similar institutions and from organizations formed for the purpose of representing the interests of such organizations or various constituencies within them,

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

11. Confidential Information

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

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

Appendix D

12. Economic and Other Interests of the University

(1) The University may refuse to disclose records containing

- (a) trade secrets or financial, commercial, scientific or technical information that belongs to the University or one of its constituent units or members: or
- (b) information owned by the University, if the disclosure could reasonably be expected to deprive an employee or the University of priority of publication: or
- (c) information where the disclosure could reasonably be expected to prejudice the economic or financial interests or the competitive position of the University; or
- (d) positions, plans, procedures, criteria or instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the University or one of its constituent units: or
- (e) plans relating to the management of personnel or the administration of the University or one of its constituent units that have not yet been put into operation or made public: or
- (f) information including the proposed plans, policies or projects of the University or one of its constituent units where the disclosure could reasonably be expected to result in premature disclosure of a pending policy decision or in undue financial benefit or loss to a person: or,
- (g) questions that are to be used in university examinations or tests.

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

13. Research

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

14. Solicitor-Client Privilege

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

15. Threat to Safety or Health

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

16. Examinations, Tests and Audits

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

17. Financial Data

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

18. Personal Information

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

III. **PROTECTION OF PRIVACY**

19. Collection of Personal Information

- (1) In these Guidelines, "personal information" means recorded information about an identified individual, including:
- (a) information related to the race, national or ethnic origin, first language, color, disability, religion, age, sex, sexual orientation or marital or family status of an individual;
 - (b) information relating to the educational, medical, psychiatric, psychological, criminal or employment history of the individual or to information about financial transactions involving the individual;
 - (c) any identifying number, symbol or other identifier assigned to the individual;
 - (d) the address or telephone number of the individual;
 - (e) the individual's personal opinions or views, except where they relate to someone else;
 - (f) correspondence received from an individual that is implicitly or explicitly confidential, and replies to correspondence that would reveal the contents of the original communications;
 - (g) the views or opinions of another individual about the individual;
 - (h) the individual's name where it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual;
 - (i) beneficiary information supplied by the individual;
 - (j) Employee Assistance Program information relating to an individual; and
 - (k) information supplied by the individual relating to the individual's next of kin or guardian.

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

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

20. Use of Personal Information

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

- (a) if the individual to whom the information relates has identified that information in particular and has consented to its use; or
- (b) for the purpose for which it was obtained or compiled or for a consistent purpose; or
- (c) for statistical analyses, provided that such analyses do not identify individuals or disclose other personal information; or

Appendix D

(d) in other circumstances, where the use of the information is necessary and proper in the discharge of the University's duties and responsibilities; or

(e) in the case of personal information as defined above in section 19(1)(k), for the purpose of maintaining employee, alumni and development records and communications appropriate thereto.

21. Disclosure of Personal Information

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

(a) in accordance with section 23;

(b) where the individual to whom the information relates has identified that information in particular and has consented to its disclosure;

(c) for the purpose for which it was obtained or compiled or for a consistent purpose;

(d) to an officer or employee of the University who needs the record in the performance of his or her duty, including the preparation or verification of employment references;

(e) for the purpose of complying with a requirement to provide information lawfully imposed upon the University by a federal, provincial or municipal governmental authority;

(f) where disclosure is to an institution or a law enforcement agency in Canada to aid in an investigation undertaken with a view to a law enforcement proceeding or from which a law enforcement proceeding is likely to result;

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

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

(ii) with respect to an employment relationship;

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

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

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

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

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

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

Appendix D

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

(ii) has approved conditions relating to the following:

- security and confidentiality,
- the removal or destruction of individual identifiers at the earliest reasonable time.
- the prohibition of any subsequent use or disclosure of that information in individually identifiable form without the express authorization of the officer having custody of the records; and

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

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

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

22. Retention and Disposal of Personal Information

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

23. Access and Correction Rights

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

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

- (a) request correction of the personal information where the individual believes there is an error or omission: and,
- (b) require that a statement of disagreement be attached to the information reflecting any correction that was requested but not made.

24. Exemptions from the Access Right

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

- (a) personal information that cannot be severed from information falling under the exemptions to the general access principle set out in sections 7 to 16;
- (b) personal information that cannot be severed from the personal information about another individual or individuals, unless disclosure of the information can be made in **accordance** with section 21.

Appendix D

- (c) medical or health-related information where the disclosure could reasonably be expected to prejudice the mental and physical health of the individual; or
- (d) a research or statistical record; or
- (e) evaluative or opinion material compiled solely for the purpose of:
 - (i) determining suitability, eligibility, or qualification for employment, promotion, transfer, or for the awarding of a contract with the University;
 - (ii) determining eligibility for admission to or eligibility to proceed in an academic program of the university;
 - (iii) determining eligibility or suitability for the awarding of a scholarship, bursary or other form of financial assistance; or
 - (iv) conducting peer review processes related to determinations concerning issues including but not restricted to eligibility or suitability for the granting of an appointment, renewal of appointment, tenure or promotion, research grants or other benefits to members of the University community or for similar purposes;

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

IV. IMPLEMENTATION, MONITORING AND DISPUTE RESOLUTION

25. Implementation Responsibility

(1) In these Guidelines "Unit Head" shall mean the Dean of an academic unit, or delegate, or the budget head of an administrative unit, or delegate.

(2) The Unit Head shall be responsible for the implementation of these Guidelines within the Unit.

26. Responsibilities of the Unit Head

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

(2) The Unit Head shall ensure the cooperation of the Unit with the University Commissioner in the investigation of complaints received by the University Commissioner under section 29.

27. University Commissioner for Access to Information and Privacy Protection

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

** Mr. Robin Keirstead, University Archivist, is the University Commissioner (to June 2006).

28. Complaints to the University Commissioner

(1) Any individual who is aggrieved by a decision of a Unit Head with respect to a request under section 6 for access to information or the correction of personal data under section 23 or fees to be charged under section 31, may complain, in writing, to the University Commissioner within 30 days of the decision of the Unit Head.

(2) Any individual may file a complaint with the University Commissioner if response to a request made pursuant to section 6 is not received within the periods provided for in section 6. Such complaint must be filed within 30 days after the time periods set out in subsections 6(5) and (6).

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

29. Investigations and Recommendations

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

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

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

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

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

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

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

30. Other Responsibilities and Powers of the University Commissioner

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

(a) to encourage within the University the adoption of record-keeping and disclosure practices consistent with these Guidelines;

(b) to review and make recommendations with respect to policies and procedures prepared by Units pursuant to Section 25;

Appendix D

(c) where, in the opinion of the University Commissioner, the collection of records containing personal information creates significant risks of privacy invasion, to require the appropriate Unit to prepare a written policy statement concerning that collection;

(d) to recommend, from time to time, appropriate amendments to these Guidelines;

(e) to review and comment on written policies on access and confidentiality adopted by any Unit in the University;

(f) to make available educational programs concerning implementation of and compliance with these Guidelines as appropriate; and

(g) to prepare and file an annual report with the President for review concerning the implementation of these Guidelines within the University and, in particular, the nature and disposition of any complaints made pursuant to section 28, above. The final report shall be filed with the Senate and the Board of Governors.

31. Fees

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

(a) the costs of every hour of manual search required to locate a record;

(b) computer and other costs incurred in locating, retrieving, processing and copying a record;

(c) shipping costs;

(d) any other costs incurred in responding to a request for access to a record;

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

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

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

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

APPENDIX E

NOTE: Since the plan was approved, there have been changes in income tax laws which affect the amounts which may be tax-sheltered. Therefore, the example calculations, which were valid in 1991, may not be valid in all details under current tax law.

The UNIVERSITY of WESTERN ONTARIO

The Board of Governors

March 7, 1991

Early Retirement Compensation Plan for Faculty

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

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

Plan Document

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

DEFINITIONS:

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

ELIGIBILITY:

Faculty members who are eligible to elect early retirement under the terms of the Academic Pension Plan, and whose age and full-time service added together equal at least 75 years, may apply for participation in the Plan. Under the current provisions of the Academic Pension Plan, a faculty member may elect early retirement at any time within ten years immediately preceding Normal

Appendix E

Retirement Date, which is July 1st coincident with or next following the faculty member's 65th birthday.

PROCEDURE:

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

Step 1
A request will be made by the Dean or Provost to the Pensions and Benefits Department for a calculation of the cost implications of the proposal to the Faculty or Department. The faculty member will be directed to contact the Pensions and Benefits Department to discuss the benefits and options available should the proposal be approved.
Step 2
If the faculty member agrees to the terms of the proposal, a formal request will be sent to the Provost for initial approval. This action will normally occur at least 8 months prior to the early retirement of the faculty member. The Provost will normally respond within 1 month of receipt of the proposal.
Step 3
If the Provost approves the proposal, it will be presented to the Board of Governors for formal approval.
Step 4
Once formal approval is given by the Board of Governors, a contract stating the terms of the early retirement will be drawn up by the Dean and signed by the faculty member and the Dean. A copy of the completed contract will be forwarded to the Provost for implementation

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

CALCULATION OF BENEFIT:

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

PAYMENT OF BENEFIT:

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

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

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

- ▶ *Under this Plan the retiree could elect to take a portion of regular University pension or leave the full amount invested in the Plan until a later date.*
- ▶ *Should the faculty member die prior to the completion of the payment period specified in (#1) and (#2) above, any unpaid balance will be paid as a lump sum payment, less withholding tax, to the named beneficiary.*
- ▶ *Faculty members participating in this plan will be provided with the retirement benefits normally provided to University retirees. These include the following:*
 - *A \$15,000 paid-up life insurance policy.*
 - *Continued coverage under the Dental, Supplemental Health and Visioncare Plans*
 - *A retirement gift to a value of \$250.*

Appendix E

EXAMPLE CALCULATIONS

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

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

Appendix E

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

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

APPENDIX F



The UNIVERSITY of WESTERN ONTARIO

Provost & Vice-President (Academic)

November 13, 1995

Professor Allan Heinicke
President
UOWFA

Dear Professor Heinicke


Re: Academic Colleague

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

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

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

Sincerely


R. Harris
Provost and Vice-President (Academic)

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

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

APPENDIX G

EXTERNAL CHAIRS FOR PANEL OF INQUIRY

1. George Adams
2. Gail Brent
3. Tom Jolliffe
4. Paula Knopf
5. Maureen Saltman
6. Ken Swan