

COLLECTIVE AGREEMENT

BETWEEN

BROCK UNIVERSITY

AND THE

**BROCK UNIVERSITY FACULTY ASSOCIATION
(BUFA)**

JULY 1, 2008
TO
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ARTICLE 1 – DEFINITIONS

- 1.01 The "Act" means the Brock University Act, S.O. 1964, c. 127 as amended by S.O. 1971, c. 107 and from time to time.
- 1.02 "Union" means the Brock University Faculty Association (BUFA).
- 1.03 "Board" means the Board of Trustees as provided for in the Brock University Act, S.O. 1964 and any subsequent amendments.
- 1.04 "Senate" means the Senate of Brock University as provided for in the Brock University Act, S.O. 1964 and any subsequent amendments.
- 1.05 "University" or "Brock University" means the body constituted as Brock University and defined by the Brock University Act, S.O. 1964 and any subsequent amendments.
- 1.06 "President of the University" means President of the University or his/her designate and "President of the Union" means President of the Union or his/her designate.
- 1.07 "Academic year" means the period of time from the first day of July in one year to the last day of June in the year following, inclusive.
- 1.08 "Day(s)" means calendar day(s) unless otherwise specified in particular articles of this Agreement.
- 1.09 "Working day(s)" means Mondays to Fridays and excludes Saturdays, Sundays and paid holidays.
- 1.10 "Written" or "in writing" means handwritten, typewritten, printed or photocopied materials or documents.
- 1.11 "Department" means any academic unit to which at least one (1) faculty member is appointed.
- 1.12 "Faculty Handbook" means the manual having that name containing sections on University Government, Senate By-Laws and Academic Regulations.
- 1.13 "Overload teaching" means any teaching for which there is payment over and above contractual annual salary.
- 1.14 "Parties" means Parties to this Agreement, that is, Brock University and the Brock University Faculty Association.

- 1.15 "Agreement" means this Agreement between Brock University and the Brock University Faculty Association.
- 1.16 "Member" means a member of the Bargaining Unit as defined by the Ontario Labour Relations Board Certificate, number 2461-96-R, dated December 18 1996, attached as Appendix 'A'.
- 1.17 The "St. Catharines campus" is comprised of any property leased or owned by Brock University for the purpose of instruction or for members' offices and research facilities in St. Catharines, Ontario. The "Hamilton campus" is comprised of any property leased or owned by Brock University for the purpose of instruction or for members' offices and research facilities in Hamilton, Ontario. The term "off campus" refers to any location other than the St. Catharines and Hamilton Campuses.

ARTICLE 2 – PURPOSES

- 2.01 The Parties to this Agreement acknowledge the objects and purposes of the University to be those set out in Article 3 of the Act: (a) the advancement of learning and the dissemination of knowledge, and (b) the intellectual, social, moral and physical development of its members, and the betterment of society. They further acknowledge that the fulfillment of these objects and purposes presupposes that the University community shall strive to apply the soundest intellectual judgments and values in its practices, in the treatment of its members, and in the nurture and care of its resources. The Parties accept joint responsibility to promote and pursue these objectives within a general climate of freedom and responsibility, collegiality, civility and mutual respect among all members of the University community.
- 2.02 The Parties agree that the purpose of this Agreement is:
- a. to set out terms and conditions of employment and compensation for members of the Bargaining Unit;
 - b. to set out certain responsibilities of members of the Bargaining Unit to the University;
 - c. to foster a respectful working environment which enables members of the University community to achieve the objectives and purposes of the University;
 - d. to foster and continue harmonious and collegial relations within the University community; and
 - e. to provide means for settling differences which may arise from time to time between the Parties.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union acknowledges that the University has retained and shall possess and exercise all rights and functions, powers and privileges and authority as set out in the Brock University Act that it possessed prior to the signing of this Agreement, excepting those that are clearly and specifically relinquished or restricted in this Agreement. The University agrees that in the exercising of its management rights, it shall do so reasonably and fairly, and it shall neither attempt to circumvent the provisions of the Agreement, nor act in a manner inconsistent with the terms and conditions of employment set out therein.

ARTICLE 3A – REVIEW OF APPOINTMENT PROCEDURES FOR THE PRESIDENT

3A.01 This review will be conducted by a Committee appointed by the Board of Trustees and shall include at least one representative of Senate to be chosen by the Senate and one other member of faculty to be agreed upon jointly by the University and the Union. In conducting this review, the Committee will, at a minimum, consult with and provide an opportunity for input to all faculty members serving on the University's Senate, BUSU, and BUFA. When the review is complete, the Committee will report its findings to the Board of Trustees, which shall determine the final appointment procedures for the position of President. Upon request, the University shall report the findings of this review and its final decision to the Union. This report shall include reasons for the process chosen.

ARTICLE 4 – POLICIES AND PRACTICES

4.01 Subject to the provisions of this Agreement and except as specifically agreed between the Parties, all recognized existing practices affecting the terms and conditions of employment of members of the Bargaining Unit shall remain in effect and unaltered during the term of this Agreement and any extension thereof.

“Recognized existing practices” are those practices which are identifiable, certain, known and in force at the signing of this Agreement or such other practices as the Parties may identify and mutually agree upon.

The onus to show that a practice exists rests with the Party seeking to rely upon the practice.

4.02 The Parties acknowledge the existing rights, privileges and responsibilities of members to participate in the formulation and/or recommendation of policy within the University.

4.03 The Parties agree that the provisions of this Agreement shall not operate so as to infringe upon the powers of Senate, as set out in the Act.

4.04 The Parties agree that the provisions of the Faculty Handbook shall apply to members so long as these do not conflict with the provisions of this Agreement. It is further agreed that if any clause of the Handbook is found to be inconsistent with provisions of this Agreement, the Agreement will prevail.

4.05 Normally new policies and practices affecting the terms and conditions of employment of members will be created through negotiation between the Parties. Should the University consider that new or additional policies or practices are necessary during the life of this Agreement, it will inform the Union of its intention stating the reasons for the change as well as the nature and extent of the change. The Union may, within fifteen (15) working days, provide written notice of its desire to negotiate any changes to the proposed policy or practice. The Parties agree to make every effort to achieve agreement within a thirty (30) working day period. Should it not be possible to achieve consensus within thirty (30) working days, the University may, with due regard to the circumstances, implement the changed policy or procedure. The Union may grieve under Article 10 (Complaints, Grievances and Arbitration) that the policy or practice is unreasonable or unnecessary or that it is contrary to the Agreement.

Should the University consider it necessary to act immediately, it may do so. In that case, the new policy or practice will be implemented. The University will still provide notice to the Union and, if the Union wishes, attempt to negotiate with the Union any changes that the Union may feel are necessary. If negotiations are not successful in reaching consensus over a reasonable period of time, the Union may grieve as set out above.

ARTICLE 5 – PARTIES TO THE AGREEMENT

- 5.01 Brock University recognizes the Brock University Faculty Association as the sole and exclusive bargaining agent for members of the Bargaining Unit as defined by the Certificate issued by the Ontario Labour Relations Board, December 18, 1996, OLRB File No. 2461-96-R attached as Appendix 'A'. In addition, the University agrees that the geographic limitations stated in the above certificate, namely, "... in or out of the City of St. Catharines and the City of Hamilton ..." be read as "... within the Province of Ontario ...".
- 5.02 Notwithstanding 5.01, the Parties agree that the collegial process will continue to be fundamental to the life of the University. Therefore, the Union acknowledges the right of individual members to participate independently in the formulation of policies and procedures for the functioning of the University and to take part independently in the work of appropriate governing bodies, committees, councils and the Union.
- 5.03 Likewise, individual members may represent themselves independently when negotiating with the University or outside agencies for research and service contracts, arrangements and agreements, provided that these are consistent with the principles and provisions of Article 24 (Workload for Faculty Members) or 25 (Workload for Professional Librarian Members), as appropriate, and with this Agreement in general. Members may be represented by the Union in any such dealings, if they so wish.
- 5.04 When the University agrees with a member to provide alterations to workload or additional financial compensation, it will advise the Union. Any such alterations will be consistent with this Agreement and will not be unreasonably denied to other members in the same circumstances, should they also request such arrangements.

ARTICLE 6 – JOINT COMMITTEE ON THE ADMINISTRATION OF THE AGREEMENT

- 6.01 There shall be a Joint Committee for the Administration of the Agreement (JCAA). This Committee will be made up of equal numbers of representatives of the Parties including at least, the President of BUFA or his/her designate, the Grievance Officer or his/her designate, the Provost and Vice-President, Academic or his/her designate and the Associate Vice-President, Human Resources or his/her designate. It may consider and advise the Parties on any matter relating to the interpretation or administration of this Agreement or the settlement of any dispute arising between the Parties. As well, it shall direct itself to the fulfillment of any tasks explicitly assigned by this Agreement.
- 6.02 The Committee will meet within ten (10) days of the call of either Party. Prior to the meeting, the Party calling the meeting will advise the other of the proposed agenda for the meeting. The responding Party will, likewise, advise of any further agenda items.

ARTICLE 7 – NO DISCRIMINATION

- 7.01 There shall be no discrimination, interference, restriction or coercion exercised with respect to any member by the University, the Union or any other member, in regard to salaries, rank, appointment, promotion, tenure, permanency, reappointment, dismissal, sabbatical/professional leave or employee benefits (other than exceptions provided in the Employment Standards Act), by reason of race, creed, colour, ancestry, citizenship, ethnic or national origin, political or religious affiliation, sexual orientation, gender, gender identity, marital status, family relationship, membership, non-membership, activity or non-activity in the Union, responsibilities as a university administrator, clerical or lay status, age (except for retirement pursuant to the University's policy/practice at the date of signing of this Agreement), language (except where the lack of language competence would clearly prevent the carrying out of required duties and responsibilities), place of residence or mental, physical and other forms of disability (except where the disability would clearly restrict the carrying out of required duties and responsibilities, despite the best efforts of the University to accommodate the needs of the member with the disability).
- 7.02 Place of residence shall not be taken into consideration as a factor affecting attendance at the University.
- 7.03 Past and present disability, handicap, illness or incapacity, including addictive illness, shall be considered only to the extent that it affects the member's ability to carry out essential duties and responsibilities. Members are entitled to individual consideration.
- 7.04 The protection against discrimination by reason of family relationship is subject to the provisions of this Agreement relating to conflict of interest (Article 18 – Conflict of Interest) and grievance (Article 10 – Complaints, Grievances and Arbitration).

ARTICLE 8 – ABUSE OF PROFESSIONAL AUTHORITY, RESPECTFUL WORK AND LEARNING ENVIRONMENT

8.01 Abuse of Professional Authority

The Parties shall co-operate in creating and maintaining a respectful work and learning environment in which abuses of professional authority do not occur in teaching, the provision of library services, administrative and/or supervisory relationships with students, faculty members, professional librarians and academic or other support staff.

8.02 Respectful Work and Learning Environment Policy (RWLEP)

The Brock University RWLEP that came into effect on July 1, 2006 shall remain in effect during the life of this Agreement.

The terms of the RWLEP shall not be amended nor shall the Policy be replaced without the prior agreement of the Union.

A copy of the RWLEP, including any amendments agreed to by the Parties, will be made available on the University Secretariat's website (www.brocku.ca/secretariat).

The Parties agree to the following amendments and clarifications of the way that the RWLEP shall apply to members of the Union:

- a. In any disciplinary hearing arising from an Investigation Report produced under the terms of the RWLEP, the Union shall be entitled to examine all documentary evidence on which the University intends to rely.
- b. In the case of a complaint which raises a protected ground under the Human Rights Code (i.e. race, colour, creed, ethnic origin, sex, sexual orientation, marital status, same sex partnership status, family status, and disability), the definition of harassment (which for the purposes of the Code would include bullying) or discrimination would be met only if the behaviour violates the Human Rights Code. In non-Human Rights complaints of bullying or harassment, the definition of bullying or harassment would be met only if the member knew or ought reasonably to have known that the behaviour would be unwelcome.
- c. The RWLEP shall be interpreted in a manner that is consistent with the principle of academic freedom as specified in Article 11 (Academic Freedom) of this Agreement.
- d. When a complaint involving a member has reached its final disposition, the Investigation Report and any supporting documents shall be kept in a

confidential file held by the Office of Human Rights and Equity Services and the material in that file may be used only to address any issue about the adequacy of the University's response to a complaint, and/or in the case of a subsequent allegation of misconduct of a similar nature. It is understood, however, that this paragraph does not prohibit the use of the material by the University in any arbitration, human rights complaint, court action, or other proceeding touching on the complaint or its disposition, or the production of the documents, if required by law, including production required by the Union by way of summons issued by an arbitrator or other adjudicator, or otherwise by mutual agreement of the Union and the University in the event the disclosure is required in connection with a legal proceeding.

- e. The retention of documents related to, but not part of, the Investigation Report and any documents that support the Investigation Report (e.g. letters of discipline) shall be governed by the terms of the relevant articles of this Collective Agreement.
- f. When a Union member is the respondent to a complaint filed under the RWLEP, the investigative committee shall be comprised of a majority of Union members.
- g. The University will consult with the Union prior to finalizing the appointment of any Union members to the pool of internal investigators under the RWLEP.
- h. Should there be a contradiction or inconsistency between the RWLEP and this Collective Agreement, the terms of this Agreement shall prevail.

ARTICLE 9 – DISCIPLINE

- 9.01 Discipline shall be for just cause only.
- 9.02 Any warning, reprimand or other discipline shall be confirmed in writing to the member and a copy placed in the member's official personnel files (see Article 36.01 – Access to Files) in the office of the appropriate Dean or University Librarian and Human Resources.
- 9.03 Any disciplinary action shall be commensurate with the severity and frequency of the violation and with any aggravating and/or mitigating circumstances, and, except in very serious instances, discipline shall be progressive.
- 9.04 The Parties shall make every reasonable effort to encourage informal consultation and investigation of allegations, with a view to resolving the matter, without formal disciplinary action being initiated.
- 9.05 Any member who is to be disciplined must first be informed in writing by the University, with a copy to the Union, of the specific nature of the alleged offense, including a summary of the evidence supporting the allegation and the identity of any witnesses upon whose testimony the University intends to rely. Such notice shall be sent to the member's University address and to the Union.

The member will be given an opportunity to respond in writing or at another meeting called for that purpose. The Parties agree that this response should be made as quickly as possible so as not to unnecessarily delay the process. However, the member may take up to thirty (30) calendar days to respond, if necessary.

At any meeting to consider the matter, the member will be accompanied by a Union representative. The Union may choose to be represented by legal counsel. However, if it intends to use legal counsel, it will inform the University of its intent one (1) week in advance. The requirement for notice may be waived by the University.

Should a member fail to respond to the notice set out above, either personally or through a Union representative, within thirty (30) calendar days or fail to attend a meeting set up to consider the matter, the University may proceed to reach its own conclusion about the matter and take commensurate disciplinary action.

- 9.06 The fact that disciplinary action has been initiated against a member will not be used in any academic or performance assessment. The information, however, which resulted in discipline may be considered only if specifically relevant to the criteria for the recommendation or decision being made under Articles 21 (Promotion and Tenure – Provisions for Full-time Faculty), 22 (Permanency and Promotion for Professional Librarian Members), 34 (Leaves) and 35

(Performance Review). The complete result of any discipline initiated, including any result with respect to performance review, will be communicated to the member at the time discipline is initiated.

- 9.07 The following documents will be collectively referred to as the record of disciplinary action: any notice sent to the member under Article 9.05 of this Collective Agreement; any response to this notice made by the member; any correspondence between the member and the University with respect to the disciplinary investigation; any disciplinary notation that flows from the disciplinary investigation; and any other document related to the disciplinary investigation that is kept in either of the member's two official personnel files.
- 9.08 If an allegation is not sustained, the record of disciplinary action shall be removed from the member's official personnel files and destroyed forthwith after the review of evidence required by Article 9.05.
- 9.09 If an allegation is sustained, the record of disciplinary action and the matters leading up to it will be kept in the member's official personnel files. The record of disciplinary action will be removed from the member's official personnel files and destroyed after two (2) years provided that no subsequent allegation of similar misconduct has been confirmed or is under investigation.

At the time the record of disciplinary action is destroyed, the Parties will agree on a succinct statement of the nature of the allegation that led to discipline, the procedures followed in dealing with the matter and the discipline taken. This statement shall be kept in a confidential file held by the Provost and Vice-President, Academic. However, if the discipline resulted from an investigation under the Respectful Work And Learning Environment Policy (see Article 8 – Abuse of Professional Authority, Respectful Work and Learning Environment), then the summary document will be maintained by the Office of Human Rights and Equity Services. The material in the file shall be used only in the case of an allegation of similar misconduct.

- 9.10 If the member against whom the allegation was made, whether sustained or not, requests that such records be maintained, the provisions of Articles 9.08 and 9.09 for the destruction of records shall not apply.
- 9.11 Discipline, if taken, will be in one of the following forms, listed in increasing order of severity:
- a. a letter of warning;
 - b. a letter of reprimand;
 - c. suspension with pay;
 - d. suspension without pay;
 - e. dismissal for cause.

In addition, the University may impose temporary restrictions related to the violation, and to a degree commensurate with its severity and frequency, or take other actions that the Parties might agree on as appropriate in a particular circumstance.

- 9.12 In the event that disciplinary action puts a member's research at risk of irreparable damage, the University shall facilitate access to specific research facilities by the member or a mutually acceptable designate in order to minimize any such risk. Irreparable damage includes, but is not limited, to physical harm to animal specimens, loss of live or decomposable materials, missing the occurrence of an infrequent event, and damage to sensitive equipment.
- 9.13 Documents created in the course of a disciplinary investigation shall be secured, treated as confidential, and used only in accordance with this Collective Agreement or as may be legally required in a judicial or quasi-judicial process. It is further understood that these records do not form part of a member's official personnel files.

ARTICLE 10 – COMPLAINTS, GRIEVANCES AND ARBITRATION

10.01 Terms

- a. A complaint is a disagreement which may lead to a grievance.
- b. A grievance is any difference that arises between the Parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- c. A policy grievance is defined as involving a question of general application or interpretation of this Agreement.

10.02 The Parties shall be bound by this Article and shall promptly implement all decisions arrived at under the procedures described in this Article.

10.03 The Union shall have carriage of all grievances. The University shall deal only with the Union with respect to a grievance. A representative of the Union shall be present at all stages of the formal complaint, grievance and arbitration procedures.

10.04 The Parties agree that differences between them are best resolved at the earliest possible stage. To that end, they agree to cooperate in the exchange of relevant information so that each Party is aware, to the extent possible, at each stage and at least one (1) week prior to an arbitration hearing, of the nature of the case that the other Party will present, including the documentary evidence that will be presented, any witnesses on whose testimony the Party intends to rely and any other relevant information. The Party requesting the information may be obliged by the other to pay the reasonable cost of the production of such information.

10.05 Complaints

- a. The Parties to this Agreement shall make every reasonable effort to encourage informal, amicable and prompt settlement of complaints.
- b. Informal discussions between the persons directly involved in the matter giving rise to a complaint shall commence within fifteen (15) working days of the date when the act or omission in dispute has become known, or ought reasonably to have become known, to the complainant.
- c. The University and the Union both agree to extend their good offices in the course of such discussions in respect of appropriate support, informal mediation and/or investigation. No person involved in a complaint shall deny the right of any other person so involved to accept the offices tendered. A member making a complaint has the right to be represented by the Union during the course of the informal mediation and/or investigation.

- d. Attempts at informal resolution shall not be unreasonably brief nor prolonged. In no case shall these last fewer than fifteen (15) working days without the express written consent of all persons directly involved in the complaint.
- e. If a complaint is not resolved within fifteen (15) working days of the commencement of informal discussions, or if the persons directly involved agree to terminate discussions after a shorter period, the matter becomes subject to formal grievance proceedings.
- f. Attempts at informal resolution may continue for longer than fifteen (15) working days with the mutual agreement of both Parties.

10.06 Grievances

- a. The Parties to a grievance shall be the Parties to this Agreement and those only.
- b. If a formal grievance is to be filed, it shall be initiated within ten (10) working days of the matter's becoming grievable.
- c. Formal grievance proceedings shall be initiated by formal written notice of grievance to the other Party. Notice of grievance shall specify so far as possible the provision or provisions of this Agreement at issue in the dispute, including also, where appropriate, reference to past practices or other established procedures incorporated in this Agreement by articles of inclusion, and the remedy or remedies being sought.
- d. The Parties may agree in writing to extend any time limits specified in either the grievance or arbitration procedures.
- e. No technical violation or irregularity occasioned by clerical, typographical or technical error in the written specification of the grievance shall prevent the substance of a grievance from being heard and judged on its merits.
- f. If the grievance is settled at either Stage 1 or Stage 2, such settlement shall be reduced to writing and countersigned by the Union designate and the University designate within ten (10) working days of the meeting at which settlement was reached.

10.07 Grievance Procedure - Stage 1

- a. Within ten (10) working days of the initiation of a grievance, the President or his/her designate, ordinarily the University Librarian or the appropriate Dean, and the President of the Union, or his/her designate, shall meet to attempt to resolve the grievance.

- b. The Party receiving formal notice shall make formal written response within ten (10) working days of the meeting between designates of the Parties.
- c. If the grieving Party is not satisfied with the disposition of the grievance, it may submit the grievance to Stage 2, including, where appropriate, a restatement of the claim in the light of the formal exchange, provided that it acts within thirty (30) working days of the initiation of the grievance.

10.08 Grievance Procedure - Stage 2

- a. Within ten (10) working days of the receipt of notice, the President, or his/her designate, and the President of the Union, or his/her designate, shall meet to attempt to resolve the grievance.
- b. The Party receiving formal notice shall make formal written response within ten (10) working days of the meeting between designates of the Parties.
- c. If the grieving Party is not satisfied with the disposition of the grievance in the formal response to the notice, it may submit the grievance to Arbitration, including, where appropriate, a restatement of the claim in the light of the formal exchange, provided that it acts within ten (10) working days of receipt of the response, or, if there has been no response, within thirty (30) working days of the filing of notice of intent to proceed to Stage 2.

10.09 Arbitration

- a. The Parties agree that the practices and procedures of the Labour Relations Act governing grievance arbitration of collective agreements shall generally apply, as well as the following provisions:
- b. The Parties agree that they will confer no later than thirty (30) days before the scheduled arbitration hearing and use their best efforts to resolve the grievance.
- c. Arbitration shall be by a single arbitrator, unless the Parties agree to refer the matter to a three (3) person Board of Arbitration.
- d. For a single arbitrator, the following shall apply:

The Parties agree that the following persons serve as arbitrators on a rotating basis during the term of this Agreement:

Mr. Ken Swan
Ms. Paula Knopf
Mr. Kevin Burkett
Ms. Pamela Picher
Mr. Owen Shime

The persons named above shall be asked to serve as single arbitrators in rotation according to the order in which they are listed. If an arbitrator is not available, the next person on the list shall be selected, and so on, until one of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be the next in sequence of selection. However, by mutual consent in writing, the Parties to the grievance may select a listed arbitrator out of turn or select an arbitrator not on the list. No person may be appointed as an arbitrator or a member of a Board of Arbitration which would involve a conflict of interest because of personal involvement in the subject matter of the particular dispute.

If none of the persons named above can or will act and if the Parties to the grievance cannot then agree on another arbitrator, the Parties shall ask Mr. Owen Shime, or failing him the next arbitrator from the list above, to appoint an arbitrator.

- e. Where a three-person Board of Arbitration acts, the following shall apply:

Each Party to the grievance shall nominate one (1) member of the Board and a chair shall be chosen according to the provisions for a single arbitrator.

Where the dispute involves academic freedom, discrimination or loss of employment for a member, the nominees of both Parties to the grievance and the Chair must hold or must have held a full-time academic appointment, but shall not be members of the faculty of Brock University.
- f. The single arbitrator or Board of Arbitration shall give full opportunity for both Parties to the grievance to present evidence and make representations.
- g. The single arbitrator or Board of Arbitration shall have no power to alter or amend any of the provisions of this Agreement or to substitute any new provisions for existing provisions, nor to give any decisions inconsistent with the terms and provisions of this Agreement.
- h. The decision of the single arbitrator or Board of Arbitration, including any remedy or remedies, shall be final and binding on both Parties.
- i. Each of the Parties to the grievance shall bear the fees and expenses of its appointee, if any, to the Arbitration Board. These Parties shall share equally the fees and expenses of a single arbitrator or those of the Chair of an Arbitration Board. Each Party to the grievance shall bear its own expenses of appearing at hearings.

- j. In cases involving dismissal, failure to renew a probationary contract, denial of tenure or permanency, the Union shall have the right to take a dispute directly to arbitration (subject to Article 21A.07 (e) – Promotion and Tenure: Provisions for Full-time Faculty, and Article 23.01 – Dismissal).
- k. In all cases involving dismissal, failure to renew a probationary contract, denial of tenure or permanency, discipline, alleged discrimination or incompetence, the burden of proof shall be on the University to establish its case.

10.10 Arbitration of Suspension and Dismissal Cases

- a. Suspensions and dismissals take effect at the time specified in the notice to the member. If the Union grieves a suspension without pay, the member will continue to receive salary and be eligible for all benefits until the grievance is decided. If the member or the Union grieves a dismissal, the member shall continue to receive salary and be eligible for all benefits until the grievance is decided or four (4) months have elapsed since the date of dismissal, whichever is the lesser.
 - b. The Parties agree to make every reasonable effort to complete the grievance/ arbitration process within a four (4) month period. In particular, the Parties agree to commit themselves to accommodating the availability of the arbitrator to ensure the earliest possible date for a hearing and to refine the issues between them so as to minimize the number of hearing days.
 - c. Arbitrators will be approached, as set out in Article 10.09, on the basis that they consider it reasonable that the hearing can be commenced and a preliminary decision rendered, perhaps without complete reasons, within the four (4) month period.
 - d. If the arbitration process, including receipt of the arbitrator's decision, is delayed beyond the four (4) month period due to reasons beyond the control of either Party, the member shall continue to receive salary and be eligible for benefits until the grievance is decided.
- 10.11 Nothing in Articles 9 (Discipline) or 23 (Dismissal) precludes the arbitrator from allowing the University to rely upon any evidence discovered after discipline and/or dismissal has been imposed, if the new evidence is accepted by the arbitrator in accordance with established arbitral practices, and if the new evidence has been disclosed to the Union in a timely manner.

ARTICLE 11 – ACADEMIC FREEDOM

- 11.01 a. The Parties acknowledge that they are committed to the pursuit of truth, the advancement of learning, and the creation, interpretation, preservation and dissemination of knowledge. To this end, they agree to uphold and protect the principles of academic freedom as expressed in the following statement: academic freedom is the freedom to examine, question, teach, and learn, and it involves the right to investigate, speculate, and comment publicly without deference to prescribed doctrine. The Parties agree that they will not infringe upon or abridge the academic freedom of any member of the University community.
- b. The right to academic freedom does not permit members of the University Community to infringe upon the academic freedom of other members.
- 11.02 Academic freedom does not require neutrality in expression or attitude. Rather, academic freedom makes commitment possible and may result in strong statements of beliefs and positions. The credibility and acceptability of the principle of academic freedom depend upon that freedom being used in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. Likewise, these freedoms do not confer legal immunity or legal defense by the University for positions that members may take which are not specifically sanctioned by the University.
- 11.03 The Parties have a responsibility for the development and maintenance of academic freedom and the intellectual freedom implied therein. The Parties agree that every person has the right to have access to all expressions of knowledge, creativity and intellectual activity, such rights being essential to the health and development of a free society. Specifically, it is the responsibility of the University to facilitate access, to the best of its ability, to all expressions of knowledge and intellectual activity, including those which some elements of society may consider unconventional, unpopular, or unacceptable, by acquiring the widest possible variety of materials and by making all library and information-access facilities and services available to members of the University community.
- 11.04 Faculty members shall be: free in the choice and pursuit of research and in publishing the results and conclusions thereof; free in the choice and pursuit of teaching methods and content, consistent with the explicit rights and responsibilities of Senate as outlined in the Act (see Article 4.03 – Policies and Practices); free to discuss and criticize, including criticism of the University and the Union; and they shall be free from censorship by the Parties.
- 11.05 Professional librarians shall be: free to discuss and criticize, including criticism of the University and the Union; free from censorship by the Parties; free in the choice and pursuit of scholarly activity, subject to Article 13.03 (d) (Rights and Responsibilities of Professional Librarian Members) and free to disseminate the

results and conclusions of such scholarly activity; and free to state their professional views on matters relating to their discipline. Professional librarians have the responsibility not to practice or permit censorship in the selection or use of library materials and to strive to provide to members of the University community the fullest possible access to information sources regardless of how controversial those may be.

ARTICLE 12 – RIGHTS AND RESPONSIBILITIES OF FACULTY MEMBERS

- 12.01 Faculty members have the right and responsibility to engage in teaching; research, scholarship, or creative work; and service to the University and the Union. Faculty members are expected to devote a proportionate distribution of their time to these areas of responsibility consistent with Article 24.03 (a) (Workload for Faculty Members) and/or some other workload distribution as determined under the terms of this Collective Agreement (consistent with Article 24.03 (c) – Workload for Faculty Members). Faculty members also have the right to participate in activities of learned professions and societies, community affairs and other professional activities.
- 12.02 Faculty members have the right to serve on search committees for senior administrative positions as provided for in the Senate and/or Board rules for those searches. All such search committees shall be represented by gender.
- 12.03 In their published works, faculty members shall give appropriate credit if they rely upon the work or assistance of colleagues and/or students and, when possible, shall indicate their affiliation with the University.
- 12.04 When addressing themselves to the community at large, faculty members retain the rights and responsibilities which flow from the exercise of academic freedom. Unless otherwise authorized, the faculty member shall not purport to speak or act on behalf of the University, but shall have the right to indicate his/her status within and affiliation with the University.
- 12.05 a. Faculty members shall carry out their responsibilities for teaching with all due attention to the establishment of fair, ethical, and respectful dealings with students. This includes *inter alia*:
- i. being accessible to students for academic consultation during regularly scheduled and reasonable office hours or at other times as appropriate for the Department or Program;
 - ii. informing students regarding course formats, assignments and methods of evaluation in a timely manner according to Senate and departmental policy;
 - iii. maintaining teaching schedules in all but exceptional circumstances and, in cases of sudden illness or emergency, making all reasonable effort to notify the Department;
 - iv. in the case of planned absences, informing the Chair and/or Dean and the students of any necessary cancellation and making mutually acceptable arrangements for ensuring that responsibilities are met appropriately;
 - v. allocating an appropriate amount of time in each regularly scheduled course of five (5) or more students for student course evaluations as specified in the procedures of the Department or Centre;

- vi. adhering to reasonable schedules for submission of grades and evaluations. When a member believes a schedule cannot be adhered to, he/she will advise the appropriate Chair and/or Dean;
 - vii. exercising, with discretion, their right to insist on order in their classroom, their own workplaces, and research facilities under their supervision;
 - viii. performing their responsibilities under the Occupational Health and Safety Act, R.S.O. 1990, CHAPTER O.1.
- b. Faculty members have the right to seek support for their research, scholarship, or creative work. They shall make reasonable efforts to make the results of such work accessible to the scholarly and general public through means appropriate to the discipline or field.
 - c. Service to the University is performed by faculty members through participation in the deliberative and/or decision-making bodies of the University, and through sharing the necessary administrative work of their departments, the University or the Union. In performance of these collegial and administrative duties, faculty members shall deal fairly, ethically, and respectfully with their colleagues; shall objectively assess performance of their colleagues when this is required; shall avoid discrimination; shall observe appropriate principles of confidentiality; and shall not infringe upon their colleagues' academic freedom.

Annual Report and Use of Teaching Evaluations

- 12.06 a. Faculty members have the right and responsibility to submit an Annual Report to the appropriate Dean detailing their professorial activities and accomplishments with respect to teaching, research, and service during the preceding year (May 1 to April 30). An up-to-date *curriculum vitae* will be submitted with the Annual Report.
- b. When reporting on research, scholarship and creative activities and efforts at generating research funds, the faculty member shall have the responsibility, upon request, to indicate the nature and relevance of these activities to his/her professorial responsibilities.
 - c. When reporting on teaching, faculty members shall provide information about their teaching during the evaluation period by means of student evaluations and, if desired by the member, additional information as described in Article 21.11 (a) (Promotion and Tenure – Provisions for Full-time Faculty). The Parties agree that no single measure provides complete information about teaching quality and effectiveness. Therefore, when assessing teaching quality and effectiveness, Deans shall ensure that all evidence provided by the member is evaluated in the full context of available information.

- d. The Parties agree that student course evaluations are not public documents and are the property of the instructor. The Parties further agree that the results of student course evaluations shall be made available by members to their Deans during the Annual Review process and other processes as provided for in this Agreement as a source of information about teaching quality and effectiveness.
- e. The Parties agree to review together during the life of this Agreement, under the auspices of the Joint Committee on the Administration of the Agreement (JCAA), the validity, interpretation, and use of student evaluations of teaching in assessing the quality and effectiveness of teaching as required in this Agreement.

Home Campus Assignments

- 12.07 a. Brock University has two (2) campuses, one in St. Catharines, Ontario and one in Hamilton, Ontario. The home campus for existing members shall be the campus at which their office is currently located. New faculty members shall be assigned to a campus at the time of their appointment.
 - b. The University shall not relocate a member from one campus to another without reasonable prior notice, with a copy to the Union, and only on the basis of a demonstrable operational need that cannot otherwise reasonably be met.
 - c. If a member requests relocation from one campus to the other, the University shall make reasonable efforts to accommodate that request.
 - d. Faculty members shall not be required to teach more than one-half of their teaching load at locations other than their home campus.
 - e. Members who are assigned to teach at locations other than their home campus, or who are required to conduct University business at locations other than their home campus, shall be reimbursed by the University for reasonable travel expenses.
- 12.08 When faculty are assigned to teach courses away from their home campus, the University shall provide additional research support in the amount of four hundred dollars (\$400.00) for each half-credit course they are assigned to teach away from their home campus. This amount will be deposited into the member's PDR account and such amount shall be subject to the current guidelines for eligible expenses for PDR accounts.

Faculty who are assigned to teach more than one (1) course at the same off campus location on the same day shall only be entitled to one (1) four hundred

dollar (\$400.00) stipend for all of the courses taught at the same off-campus location on that day.

Outside Activities

12.09 The nature of the professional competence of many faculty members affords opportunities for the exercise of that competence outside the member's University duties, on both remunerative and non-remunerative bases. Recognizing that such outside professional activities can bring benefits to and enhance the reputation of the University and the capacities of faculty, the Parties agree that faculty members have the right to engage in part-time outside activities paid or unpaid, providing that such activities do not interfere with their obligations, duties and responsibilities as full-time employees of the University, and subject to the following conditions:

- a. faculty members are encouraged to include information about relevant outside professional activities which may bring credit to themselves and/or to the University in their Annual Reports, but since these activities are undertaken in addition to the faculty members' responsibilities to the University, they are not required to do so;
- b. if the time commitment to those activities is such as to interfere with the fulfillment of his/her duties and responsibilities to the University, the Dean may require the individual to reduce such activities appropriately, or seek a reduced load or leave without pay;
- c. any faculty member engaging in a substantial amount of paid or unpaid outside professional activities shall discuss these activities with the Dean to ensure that it is mutually agreed that these activities are not in conflict with the faculty member's professional responsibilities to the University, as set out above and in Article 24 (Workload for Faculty Members);
- d. when a faculty member's outside activities involve the use of University facilities, supplies or services, permission for the use of such facilities, supplies or services, and agreement on reimbursement, if appropriate, shall be obtained in advance by the member from his/her Chair, Dean or his/her designate.

12.10 Nothing in this Article shall be interpreted as contradicting duties as outlined in the Letter of Appointment (Article 19.03 (k) – Appointment of Faculty Members), or as outlined in Article 24 (Workload for Faculty Members).

ARTICLE 13 – RIGHTS AND RESPONSIBILITIES OF PROFESSIONAL LIBRARIAN MEMBERS

- 13.01 Both Parties acknowledge that, as the nature of professional librarians' work and qualifications are essentially academic, they are partners with faculty in the support and promotion of the University's academic goals. Professional librarian members have certain rights, duties and responsibilities which derive from the professional, academic and collegial nature of their work in the University Library. Their duties and responsibilities shall be an appropriate combination of: (a) professional practice for the University Library; (b) service to the University, the Union, the profession and the community; and (c) scholarly activity. The exact distribution of individual duties and responsibilities may vary from time to time and from individual to individual.
- 13.02 Professional librarian members shall be entitled to serve on search committees for positions including those of President, Provost and Vice-President, Academic, University Librarian, and Associate University Librarian(s).
- 13.03 The principal responsibilities of professional librarian members are to:
- a. support the teaching, learning and research needs of the University community through professional practice for the University Library. Professional practice consists of those duties outlined in the job descriptions of professional librarian members and may include the following:
 - i. the selection, development, organization, management, dissemination, assessment, and preservation of information resources;
 - ii. professional consultation and assistance in the use of information resources through reference services; guidance to students and faculty in the development of skills in research methodology; organization, presentation and evaluation of library instruction sessions; and participation in the planning, development and implementation of the Library's information literacy initiatives;
 - iii. the ongoing development, promotion and assessment of library services, systems and resources;
 - iv. communication, collaboration, and liaison with faculty, staff, students and others in the identification and analysis of user needs to effect improvements in library service;
 - v. the management of the activities, staff and resources of a department or unit;
 - vi. participation in the work of library committees.
 - b. Professional librarians are expected to develop, on a continuing basis, their professional knowledge and expertise to support their professional practice. As such they are encouraged to participate in webcasts, teleconferences, or like activities, and successfully complete professional short courses, training

sessions, workshops, and seminars. Professional librarians have the right to seek support from the University in order to undertake these activities.

- c. In addition, and consistent with their principal responsibilities, professional librarian members have the right and are encouraged to:
 - i. provide service to the University and the Union through participation in the deliberative and decision-making bodies of the University, and active membership on University and Union committees.
 - ii. provide service to the profession and the community through active participation in professional and/or academic organizations, including but not limited to the following activities: the planning and implementation of workshops and conferences; leadership roles in scholarly, library, and professional associations; co-operative work with other libraries; and the use of professional expertise in service to the community at large. Professional librarian members are encouraged to participate in such activities that will enhance their standing and that of the University.
- d. Professional Librarians have the right and are encouraged to engage in scholarly activity related to library and information science in general, or to the area(s) of academic specialization as specified in the member's job description as part of his/her duties. The purpose of scholarly activity conducted by a professional librarian is to increase knowledge and understanding and/or to improve his/her professional competence. Scholarly activity includes bibliographic work; research and publication in librarianship or other subject areas; creative work; completed course work, degrees, or programs of study; and other activity as in Article 22.02 (c) (Permanency and Promotion for Professional Librarian Members). Such activity is subject to evaluation in the annual performance review of the professional librarian member. Professional librarians shall make reasonable efforts to make the results of such work accessible to the scholarly and general public through means appropriate to the discipline or field, and shall, in any published works that are written as part of their duties, acknowledge their affiliation with the University whenever possible.
- e. The University Librarian, or his/her designate, after consultation with the relevant professional librarian members, may assign reasonable duties and responsibilities which are not in conflict with this Agreement (see Article 25 – Workload for Professional Librarian Members). The pattern of these responsibilities may vary from individual to individual and from time to time.
- f. Professional librarian members who are assigned to give instructional or other presentations related to their professional practice at locations other than the St. Catharines campus shall be reimbursed by the University for reasonable travel expenses.

- 13.04 Professional librarians have the responsibility to deal fairly, ethically and respectfully with their colleagues, students, faculty and other members of the academic community, to avoid discrimination, to foster an environment conducive to learning, to respect appropriate principles of confidentiality, and to seek the highest possible standards of professional knowledge and performance. This includes *inter alia*:
- a. being accessible to students, faculty and other members of the academic community during reasonably scheduled office hours, as appropriate, and/or at other times;
 - b. in the case of planned absences, informing and collaborating with the University Librarian or his/her designate to make mutually acceptable arrangements for ensuring that responsibilities are met appropriately.
- 13.05 Professional librarian members shall be free to indicate their status within and affiliation to the University but, unless otherwise authorized, shall not purport to speak or act on behalf of the University.
- 13.06 Each professional librarian member shall submit an Annual Report and an up-to-date *curriculum vitae* to the University Librarian or his/her designate. The Annual Report shall detail the member's professional activities and accomplishments during the previous twelve (12) months (May 1 to April 30). When reporting on scholarly or service activities, the member, upon request, shall indicate the relevance of these activities to his/her professional responsibilities.
- 13.07 Professional librarians will have the same access as faculty to University-wide funds to support research and travel subject to the conditions of external funding agencies.
- 13.08 Nothing in this Article shall be interpreted as contradicting duties as outlined in the Letter of Appointment (Article 20.03 (f) (Appointment of Professional Librarian Members)) or as outlined in Article 25 (Workload for Professional Librarian Members).

ARTICLE 14 – INTEGRITY IN RESEARCH AND SCHOLARSHIP

- 14.01 The Brock University Policy on Integrity in Research and Scholarship, as approved by the Board of Trustees on June 27, 1995, shall be attached to this Agreement as Appendix 'B', and shall have effect during the life of this Agreement with the following amendments and clarifications of the way that its terms shall apply to members of the Union:
- a. The Parties agree that forms of misconduct in research and scholarship, other than those specified in Section 4 of the Policy, shall be limited to those that a reasonable person recognizes or ought to recognize as constituting research misconduct.
 - b. The Parties agree that the statement that, "A faculty member who prescribes a textbook that he/she has written for a course that he/she is teaching should seek the concurrence of the Chair or Dean that the choice of text is appropriate" is a recommendation intended to avoid a real or perceived conflict of interest, but it is not a requirement.
 - c. The Parties agree that, notwithstanding the third paragraph of Section 5.2 of the Policy, when intellectual property is developed by a person employed by a researcher and paid from funds administered by the University, and when that person functions more as an employee than as an intellectual collaborator, ownership rests with the researcher, except when there is a written agreement specifying that ownership rests elsewhere.
 - d. The Parties acknowledge that the nature of research and scholarship is such that it frequently is impossible to determine the relative contributions of collaborators until the research has been completed. As a result, the requirements in Section 5 of the Policy for advance agreements and annual reviews shall be interpreted so as to ensure that the eventual ownership of intellectual property and recognition of authorship is consistent with the outcome of the research, regardless of whether that outcome is consistent with earlier agreements.
 - e. In the case of members of this Union, disciplinary action may be taken only under the terms of Articles 9 (Discipline) and 23 (Dismissal) of this Agreement.
 - f. When a Committee Investigation is undertaken under Section 6.2 of the Policy arising from a complaint by or about a member of this Union, the members of the Committee shall be jointly appointed by the President of the University and the President of the Union.
 - g. A complainant or respondent who is a member of this Union shall be accompanied by a Union representative during Committee hearings, and the

member and the Union representative shall have the right to read all documents considered by the Committee, to give evidence to the Committee, to be present when others give evidence and, in the case of the respondent and his/her representative, to reply to evidence.

The respondent and the Union shall each be given a copy of the Committee's report.

- h. The original complaint, the Committee's report, the Dean's determination, and any disciplinary notation that flows from the Dean's determination shall be collectively referred to as the record.
- i. If the complaint is not sustained, the respondent shall determine whether the record is to be maintained in his/her personnel file, or if and when it is to be destroyed.

The University shall take such steps as may be necessary and reasonable to protect the reputation and credibility of members wrongfully accused of misconduct in research, including written notification of the decision to all agencies, publishers, or individuals who were informed by the University of the investigation.

- j. If a complaint is sustained, the complaint file will be kept in the respondent's personnel file for two (2) years, at which time it shall be destroyed, provided that no subsequent allegation of similar misconduct has been sustained or is then under investigation.

At the time the record is destroyed, the Parties will agree upon a succinct statement of the nature of the allegation, the identities of the complainant(s) and respondent(s), the procedures of the Policy and the provisions of this Agreement that were implemented, and the disposition of the case. This statement may be kept in a confidential file held by the Provost and Vice-President, Academic, and the material in that file may be used only to address any issue about the adequacy of the University's response to the allegation of misconduct, or about a subsequent allegation of misconduct of a similar nature.

- k. In any arbitration under Article 10 (Complaints, Grievances and Arbitration) of this Agreement that arises from decisions made under the terms of the Policy, the Parties and the arbitrator shall have the right to consider all of the relevant evidence, regardless of whether or how that evidence was or was not considered by a Committee Investigation under Section 6 of the Policy.

ARTICLE 15 – ACCOMMODATION OF PERSONS WITH DISABILITIES

15.01 The Brock University Policy on Accommodation of Persons with Disabilities in Employment Opportunities dated November 1994 shall have effect during the life of this Agreement with the following amendments and clarifications of the way its terms shall apply to members of the Union.

The terms of the Brock University Policy on Accommodation of Persons with Disabilities in Employment Opportunities, as it applies to faculty and professional librarian members, shall not be amended nor shall the Policy be replaced without the prior agreement of the Union.

A copy of the Brock University Policy on Accommodation of Persons with Disabilities in Employment Opportunities, including any amendments agreed to by the Parties, will be made available on the University Secretariat's website (www.brocku.ca/secretariat).

The Parties agree as follows:

- a. That should a member request accommodation for a disability, including any modification of an existing accommodation, he/she will contact Human Resources. The member may be represented or accompanied by an advocate appointed by the Union. References to members throughout this Article will be understood to include the advocate.
- b. If appropriate, accommodation will be considered in any aspect of the member's workload.
- c. The member or the University may consult, jointly or separately, with people who have appropriate expertise both inside and outside the University. Each will keep the other fully informed of the consultations and any results of these consultations.

The member and the University will agree on an Accommodation Plan and the University will make all reasonable efforts to implement the Plan. The Parties agree that Accommodation Plans should be agreed to and implemented in as timely a manner as possible.

- d. Accommodations will include, when and to the degree appropriate, modification of performance review and of the time requirements for tenure/permanency and promotion decisions. Any such arrangement will be recorded as part of the Accommodation Plan. In addition, such arrangement will be undertaken so as to facilitate, insofar as possible, the member meeting the accepted standard for tenure, promotion, performance review, etc., rather than to define a different standard.

ARTICLE 16 – DEPARTMENTAL AND CENTRE COMMITTEES

16.01 Committee Responsibilities

- a. Every academic unit offering credit courses shall be governed by a Departmental or Centre Committee and every faculty member shall be a member of one (1) or more Departmental or Centre Committees.
- b. Deans and Associate Deans shall not participate in Department or Centre meetings unless invited by the Department or Centre to do so.

16.02 Committee Membership and Responsibilities of Departments and Centres

- a. The Committee will be chaired by the Department Chair or the Centre Director or his/her designate.
- b. The Committee will consist of all full-time members of the Department or Centre, limited-term, probationary or tenured, and any other persons, including students, that the full-time members shall determine.
- c. The Departmental or Centre Committee will establish its own rules of procedure, including provisions of sub-committees, if so desired, which shall be consistent with the provisions of this Article.
- d. Departmental or Centre Committees are required to meet at least once per term and when Department or Centre business necessitates.
- e. Recommendations on faculty appointments, reappointment, tenure and promotion, leaves, election of Chairs or Directors, rules for making annual performance reviews and such other matters as may be agreed to by the members will be undertaken through a Departmental Committee or a Centre Committee.
- f. The Department or Centre Committee is responsible, *inter alia*, for academic and long term planning and student evaluations. All members of Departments or Centres will have a full and equal opportunity to contribute to matters under discussion except where limited elsewhere in this Agreement.

16.03 The Role of the Departmental Committee

- a. The Departmental Committee shall review, approve and publish its rules by October of each year, with copies furnished to each member of the Departmental Committee, to the Dean and to the Union. Departments shall indicate in their submissions any changes to their departmental rules from the previous year's rules.

- b. In reaching departmental recommendations in respect of appointment, reappointment, tenure and promotion (see Article 19 – Appointment of Faculty Members; and Article 21 – Promotion and Tenure: Provisions for Full-time Faculty), leaves (see Article 34 – Leaves) and election of Chairs (see Article 27.03 – Duties of Chairs and Centre Directors), the full Departmental Committee shall meet at least once for discussion. In that meeting or meetings, student members and limited term and non-full-time faculty, if any, shall be given the opportunity to express their views and then be excused from the meeting. Tenured and probationary faculty members may then discuss the issue further before voting.
- c. Voting to establish a departmental recommendation respecting appointment, reappointment, tenure and promotion, leaves and election of Chairs shall be by the tenured and probationary faculty members of the Department only, or those plus the decanal delegate as provided in paragraph (d) below. All such votes shall be by secret ballot.
- d. In the case of promotion to Professor or of a tenure decision where an adverse recommendation would indicate termination of employment, the Department may, by a departmental decision, be assisted in determining the fairness of its recommendation by a senior member of another Department or Faculty. This person shall be appointed by the Dean and shall have a vote in Departmental Committee or sub-committee proceedings.
- e. In its departmental rules, the Department Committee shall establish the process of advising the Dean on annual performance reviews of individual faculty. Final decisions within the Faculty with respect to performance review are the responsibility of the Dean following consultation with the appropriate Chair.
- f. The Departmental Committee, after consulting with the Dean, shall establish procedures for the format, content, and collection of student evaluations of all departmental courses with enrollments of five (5) or more students. In addition to student evaluations, other methods of evaluation may also be practiced (examples include teaching portfolios, written testimonials from colleagues, and peer review) (see Article 21.11 (a) (iv) – Promotion and Tenure: Provisions for Full-time Faculty).
- g. A joint committee will be established to consider the role of Graduate Program Directors, including their selection and responsibilities. This committee will report within the first year of this Agreement. The committee will be composed of three members appointed by BUFA and three members appointed by the University. The Chair of the Committee will be chosen from amongst its members.

16.04 The Role of the Centre Committee

- a. When a Centre has been established by the Senate, its Centre Committee shall be comprised of all of those faculty who hold either appointment or cross-appointment in that Centre. Faculty members shall make up the majority of the membership of each Centre Committee, and every Centre Committee shall consist of at least three (3) faculty members, including the Director of the Centre. Thereafter, the membership of the Centre Committee will be determined according to the guidelines below.
- b. The Director of the Centre shall be appointed by means of the provisions set out in Article 27.03 (Duties of Chairs and Directors), and shall be an ex-officio member of the Centre Committee with full voting rights. The Director shall have the same rights and responsibilities as are specified for Department Chairs in Articles 16 and 27 (Duties of Chairs and Centre Directors) of this Agreement and as may be mentioned in any other article(s).
- c. All full-time faculty members who are appointed only to the Centre, or who hold a contractual cross-appointment to the Centre, will be members of the Centre Committee with full voting rights.
- d. At the beginning of each academic year, the Centre Committee may choose to invite certain faculty members to join the Centre Committee for the year. Those eligible to receive such an invitation include all faculty members. Those invitees who agree to become members of the Centre Committee shall have full voting rights. The membership of the Centre Committee shall be confirmed by the appropriate Dean and shall be consistent with the requirements of section 16.04 (a).
- e. At the beginning of each academic year, the Centre Committee may choose to invite certain other individuals to join the Centre Committee for the year. Those invitees who agree to become members of the Centre Committee will be permitted to vote on all matters except appointments, reappointments, tenure, promotion, and the election of Director.
- f. Cross-appointment to a Centre does not negate membership in the original home department, except with the written agreement of the member.
- g. In its Centre rules, the Centre Committee shall establish the process of advising the Dean on annual performance reviews of individual faculty. Final decisions within the Faculty with respect to performance review are the responsibility of the Dean following consultation with the appropriate Director and/or Chair.

16.05 **Restructuring of a Faculty, Department or Centre**

- a. Restructuring a Faculty, Department, or Centre may be undertaken only with the approval of the Senate and concurrence of the Board. Such restructuring requires an academic plan approved by Senate and formal consultation with the Faculties, Departments, and/or Centres directly affected. Department and/or Centre Committees shall be entitled to vote on their support or non-support of the proposed restructuring and may recommend changes to the proposal. The results of these votes and any recommended changes to the proposal shall be forwarded to Senate via the appropriate Senate committee(s) for consideration prior to Senate's deciding on the academic merits of the proposed change.
- b. Where restructuring results in substantial change to a faculty member's scholarly responsibilities, the terms of Article 30.01 (c) through (h) (Redeployment Due to Program Redundancy) shall apply.

ARTICLE 17 – LIBRARY COUNCIL

- 17.01 There shall be a Library Council which shall establish its own rules of procedure, a copy of which shall be furnished to each member of the Council and to the Union.
- 17.02 The Library Council shall be composed of:
- a. all professional librarian members of the Bargaining Unit;
 - b. the University Librarian and the Associate University Librarian(s), as exofficio members.
- 17.03 The members of the Council will elect a chair and a secretary from among the professional librarian members holding permanent appointments at the first meeting of the Council in the Fall term. The terms of those offices shall be for one (1) year.
- 17.04 The Library Council shall meet at least once in each Fall and Winter term:
- a. To establish, annually, a Library Promotion and Permanence Committee with membership as follows:
 - i. An Associate University Librarian and three (3) professional librarian members of the Council with permanent appointments at the Librarian III or IV rank and elected by the Library Council for staggered three (3) year terms.
 - ii. As the occasion arises, the University Librarian may add a further professional librarian member and/or a member of the University community, if expertise in a specific area would assist in the evaluation process.
 - iii. When considering an application for promotion to Librarian IV, the Committee will be augmented by an appointee, external to the University Library, selected jointly by the Provost and Vice-President, Academic and the President of the Union.
 - iv. The Committee will elect its own chair.
 - b. To consider any matters it deems relevant to the administration and policies of the Library.
 - c. To make recommendations on appointments, extension of probationary appointments, permanence, promotion, leaves, election of heads, procedures for annual performance reviews, long term planning and such other matters as may be agreed to by the members through the Library Council or subcommittee as appropriate and agreed to.

- d. To hear reports on developments generally in the field of library and information science and specifically in the library systems of Ontario universities, to hear reports from professional conferences and workshops, and to discuss the implications of such developments for the University Library.
- e. To consider any matter, at the call of the Chair of Library Council or whenever five (5) or more of the professional librarian members notify the Chair in writing that they wish the Council to meet.

ARTICLE 18 – CONFLICT OF INTEREST

- 18.01 Members are expected to avoid conflicts or the appearance of conflicts between their employment and personal interests.
- 18.02 An actual or potential conflict of interest arises when a member is placed in a situation in which his/her personal interests, financial or otherwise, or the interests of an immediate family member or of a person with whom there exists, or has recently existed, an intimate relationship, conflict or appear to conflict with his/her responsibilities to the University as defined in Articles 12 (Rights and Responsibilities of Faculty Members) or 13 (Rights and Responsibilities of Professional Librarian Members).
- 18.03
- a. The existence of a conflict or potential conflict does not necessarily preclude the member's involvement in the situation where the conflict has arisen, or may arise. There may be situations where a conflict once declared can be managed so as to enhance rather than undermine the member's contribution to the University. The conflict or potential conflict must be formally disclosed to the member's Dean or the University Librarian as appropriate before any decision or action is taken.
 - b. Following consultation with the member and other appropriate persons, the Dean or University Librarian will record the resolution of the matter stating in writing the appropriate manner in which to deal with the actual or potential conflict.
 - c. No member shall knowingly participate in any decision that directly and preferentially benefits the member or any individual with whom the member has an immediate family, intimate or commercial relationship.

ARTICLE 19 – APPOINTMENT OF FACULTY MEMBERS

19.01 Types of Appointment

The types of appointment covered by this Collective Agreement (i.e. members of the Bargaining Unit) are:

- a. tenured
- b. probationary
- c. limited term

The types of appointment not covered by this Collective Agreement (i.e. non-members of the Bargaining Unit) are:

- d. part-time
- e. Adjunct

19.02 General Requirements

- a. The evaluation of a person's eligibility for appointment on academic grounds shall be based on teaching ability, scholarly attainments and professional distinction or, secondarily, on evidence of the person's potential in these areas.
- b. A candidate's achievement may variously be measured by:
 - i. the judgment of colleagues in the same or cognate disciplines;
 - ii. the type of advanced degrees;
 - iii. the quality (but not necessarily the quantity) of published work; or where relevant, the quality of artistic output;
 - iv. evidence of teaching ability or potential.
- c. Prior to appointment, a candidate for a probationary or tenured appointment shall visit the campus, be interviewed by all available members of the Department as well as, when available, the appropriate Dean, and the President or Provost and Vice-President, Academic. As part of the interview process, the candidate will be asked to present publicly.
- d. Candidates for probationary and tenured appointments shall be scheduled to visit the BUFA Office to meet with a representative of the Union prior to accepting an appointment.

Candidates for limited term appointments who visit the campus as part of the appointment process shall be scheduled to visit the BUFA Office to meet with a representative of the Union prior to accepting an appointment.

Candidates for limited term appointments who do not visit the campus as part of the appointment process shall have a telephone consultation scheduled with the BUFA office prior to accepting an appointment.

19.03 Terms of Appointment

- a. Initial probationary appointments at the rank of Lecturer and Assistant Professor shall normally be for a period of thirty-six (36) months and shall terminate on the thirtieth of June. The University shall inform the Union of the reasons for making any initial probationary appointment for a period other than thirty-six (36) months.
- b. When an appointment is made at the rank of Lecturer by virtue of the candidate lacking the degree of Doctor of Philosophy (Ph.D.), or equivalent, obtaining the Ph.D. by a specified date can be a condition for reappointment. Advancement to Assistant Professor shall follow immediately after completion of all of the requirements for the Ph.D., or equivalent.
- c. The establishment of qualifications equivalent to a Ph.D. shall take place at the time of appointment, and shall be certified by the Department wishing to make the appointment and by the appropriate Dean to the satisfaction of the President or his/her designate.
- d. Persons shall be appointed at the rank for which their qualifications are appropriate as determined by the University in accordance with the principles of Article 7 (No Discrimination) and after consultation with the Department.
- e. **Sabbatical Credit** - Candidates who are appointed and who have held either (1) a tenured or probationary appointment at another institution immediately prior to accepting an appointment at Brock University and who have unused sabbatical credit from that appointment; or (2) one or more continuous limited term appointments immediately prior to accepting an appointment at Brock University and who have not applied that service toward a sabbatical leave, are eligible for sabbatical credit as follows:
 - i. If the candidate has less than two (2) years of unused sabbatical credit or service in a limited term appointment(s) that has not been applied towards a sabbatical, the candidate may be granted sabbatical credit at the discretion of the Dean;
 - ii. if the candidate has two (2) to three (3) years of unused sabbatical credit or service in a limited term appointment that has not been applied towards a sabbatical, the candidate shall receive one (1) year of sabbatical credit;
 - iii. if the candidate has four (4) to five (5) years of unused sabbatical credit or service in a limited term appointment that has not been applied

towards a sabbatical, the candidate shall receive two (2) years of sabbatical credit;

- iv. if the candidate has six (6) or more years of unused sabbatical credit or service in a limited term appointment that has not been applied towards a sabbatical, the candidate shall receive three (3) years of sabbatical credit;
- v. candidates with other relevant experience also may be granted sabbatical credit at the discretion of the Dean.

Candidates who receive sabbatical credit upon appointment are not eligible to commence their first sabbatical at the University for two (2) full years from the start of their appointment.

- f. **Travel and Moving Allowance** - Candidates who accept a probationary or tenured appointment at the University are eligible to be reimbursed for travel and moving expenses as follows:

- i. Eligible expenses shall be those identified in the University's Travel and Moving Expenses For New Appointees Policy.
- ii. The University shall reimburse legitimate, reasonable and receipted moving expenses up to \$5000, plus 50% of any additional expenses to an overall maximum reimbursement of \$7500.
- iii. Expenses will only be reimbursed if the move is completed within two (2) years of the start date of the appointment.
- iv. Expenses will only be reimbursed if the move is 40 kilometres closer to and within 60 kilometres of the member's home campus.
- v. If the member leaves the University before completing thirty-six (36) months of full-time employment, the member must reimburse the University for moving expenses paid on a pro-rata basis for each month less than thirty-six (36) months of employment.

Candidates who accept a limited term appointment at the University are eligible to be reimbursed for travel and moving expenses as follows:

- vi. Eligible expenses shall be those identified in the University's Travel and Moving Expenses For New Appointees Policy.
- vii. The University shall reimburse legitimate, reasonable and receipted moving expenses up to \$2000, plus 50% of any additional expenses to an overall maximum reimbursement of \$3000.
- viii. Expenses will only be reimbursed if the move is 40 kilometres closer to and within 60 kilometres of the member's home campus.
- ix. If the member leaves the University before completing the term of the appointment, the member must reimburse the University for moving expenses paid on a pro-rata basis.
- x. Additional allowable expenses may be approved at the Dean's discretion.

- g. An initial probationary appointment as Associate Professor shall be for a period of not less than twenty-four (24) months nor more than thirty-six (36) months, terminating on June 30.
- h. An appointment as Professor may be with tenure, or it may be for a specified number of years.
- i. **Limited Term Appointments (LTAs)** - Faculty appointed on a limited term basis shall be appointed for a term of at least twelve (12) months, except when extraordinary circumstances delay the start of the appointment. Faculty employed on a limited term basis shall be assigned a workload with a proportion of teaching that is equivalent to the norm for a continuing faculty member during the fall/winter terms. During the term of the appointment, faculty members appointed for a limited term of twelve (12) months or more shall receive PDR and all of the benefits (extended health, dental, life insurance, LTD, AD&D and pension) available to continuing faculty members.

If extraordinary circumstances delay the start of the appointment, the faculty member appointed for a limited term of less than twelve (12) months shall receive pro-rated benefits. Limited term appointments may be made for a maximum of three (3) years per appointment with the understanding that the length of the appointment must be justified by the nature of the circumstances below that have required that the appointment be for a limited term. Limited term appointments may be made only in order to:

- i. replace a member who is on leave or otherwise temporarily unable to carry out his/her responsibilities;
- ii. meet temporary variations in student enrolment;
- iii. replace a member appointed to a University position, for a limited term, outside of the Bargaining Unit;
- iv. temporarily fill tenure track vacancies until qualified people acceptable for appointment are available;
- v. staff programs which are funded provisionally or are of a trial nature;
- vi. facilitate the appointment of visiting faculty who hold a continuing appointment elsewhere. Visiting faculty who accept a paid appointment under this Collective Agreement are members of the Bargaining Unit;
- vii. facilitate the appointment of visiting artists.

The University will provide the Union with a report on limited term appointments no later than October 31 each year listing each such appointment and which of the categories above applies in each case and specifying the circumstances that required that the appointment be for a limited term rather than a probationary appointment.

- j. Notwithstanding Article 19.03 (i) and subject to the limits prescribed in Article 19.13, the University may appoint instructional faculty on a limited term basis (ILTAs) with a maximum teaching load of four (4) half-credit courses per term or eight (8) half-credit courses per academic year, or equivalent. The University may assign a different per term maximum (i.e. greater than four (4) courses per term) with the member's prior agreement. These appointments may be made for periods of six (6) months or for periods of twelve (12) months at the University's discretion. During the term of the appointment, members appointed as Instructional Faculty shall receive PDR (pro-rated, if applicable) and all of the benefits (extended health, dental, life insurance, LTD, AD&D and pension) available to continuing faculty members.

- k. All full-time appointments shall be made by a standard letter signed by the President or his/her designate which shall include the following information:
 - i. dates of commencement and termination of appointment;
 - ii. whether the appointment is of limited term, probationary or tenured;
 - iii. if of limited term, the implications of this;
 - iv. if probationary, the date when renewal will be considered and the date when the candidate can expect to be informed of the decision;
 - v. salary;
 - vi. rank;
 - vii. reference to duties as outlined in Article 12 (Rights and Responsibilities of Faculty Members) and Article 24 (Workload for Faculty Members);
 - viii. reference to any additional educational qualification which the member must obtain, if applicable;
 - ix. the assignment of a home campus;
 - x. any other specific conditions of the offer of employment not inconsistent with this Agreement that the Parties agree are appropriate in the particular case, if applicable;
 - xi. credit for years of service and credit for years in rank at another university, or equivalent experience elsewhere, will be specified for the purposes of calculating eligibility for academic leave, if applicable;
 - xii. confirmation of the number of years of service at another university in a full-time limited-term, probationary and tenured position;
 - xiii. research start-up funding, if applicable;
 - xiv. reimbursement of moving expenses, if applicable;
 - xv. salary increase upon completion of Ph.D., if applicable; and
 - xvi. the statement "The enclosed Agreement is part of your contract."

Letters of appointment shall not specify any criterion for reappointment other than those found in this Agreement.

1. All letters of appointment shall be accompanied by a copy of this Agreement and by a summary of existing benefits, including group insurance and pension plans currently in force.

19.04 **Employment Equity**

- a. The Parties agree that the University is better able to advance its essential functions, namely the pursuit, creation and dissemination of knowledge through teaching and research, if members of designated groups (Article 19.04 (a)(ii)) are well represented in the Bargaining Unit. To that end, the Parties agree to the principle of employment equity and agree to work toward increasing the proportions of women, Aboriginal peoples, persons with disabilities, and members of visible minorities in the Bargaining Unit through the appointment of members of designated groups to probationary and tenured positions while sustaining the University's commitment to excellence. Consistent with that principle:
 - i. Where two or more applicants are equally qualified as the best candidate (see Article 19.02) or not substantially apart in their qualifications as the best candidate, and one of these applicants is a self-identified member of a designated group, then the applicant who is a self-identified member of a designated group shall be recommended for appointment.
 - ii. For the purposes of this Article, the Parties recognize women, Aboriginal peoples, persons with disabilities and members of visible minorities as designated groups. Any Department/Centre with more than 40% representation of women (i.e. women hold more than 40% of the probationary and tenured positions in the Department/Centre) will be deemed to have achieved a gender balance and, in this instance, the employment equity procedures in this Article will apply to candidates from the other designated groups (i.e. Aboriginal peoples, persons with disabilities, and members of visible minorities).
- b. The Parties agree that this commitment to employment equity is not intended to prevent a Department from recommending, nor a Dean from approving the appointment of, the best available candidate (see Article 19.07 (m)).
- c. The University and the Union shall each identify an appropriately qualified Employment Equity Advisor who will provide expert advice to the University, the Union, the JCEE, and departments on employment equity issues.

The Employment Equity Advisors will also advise the Union and University on methods for increasing the diversity of the applicant pool for positions covered by this Collective Agreement.

19.05 Departmental Employment Equity Plans

- a. Each Department will establish a Departmental Employment Equity Plan. If applicable, Centres will also establish employment equity plans. These plans must outline specific steps the Department/Centre will take to eliminate barriers to employment for designated groups in the Department/Centre's recruitment and appointment procedures. The plans must be consistent with this Article and ensure that, at a minimum:
 - i. an opportunity is provided for full departmental reaction to all proposed advertisements through the distribution of the draft advertisement prior to external circulation;
 - ii. an open discussion by the Departmental Committee occurs regarding the implications of the areas of specialization to be advertised, as well as traditional departmental priorities, for members of designated groups;
 - iii. where possible, at least one member of a designated group is represented on each recruitment committee. Where there is no member of a designated group available from within the Department/Centre, one shall be appointed by the Dean, in consultation with the Department/Centre, from outside the Department/Centre. This person shall have full voting rights.

- b. Each Departmental Employment Equity Plan must:
 - i. include a summary of the current number of probationary and tenured members in the Department/Centre, as well as the number of self-identified members of each designated group;
 - ii. outline the employment equity procedures to be followed in the Department/Centre's recruitment and selection practices;
 - iii. be filed with the Joint Committee on Employment Equity (JCEE) and included in the departmental procedures that are sent to the Dean and the Union each year.
 - iv. include goals for the hiring of members of under-represented designated groups. It is understood that these goals are not intended to alter the Parties' commitment to hire the best available candidate (Article 19.04 (b)).

- c. The Chair of the Department, or his/her designate, is responsible for monitoring the application of the Departmental Employment Equity Plan and the employment equity procedures as outlined in this Article. The Chair or his/her designate may seek assistance from the Employment Equity Advisors and the JCEE.

19.06 Joint Committee on Employment Equity (JCEE)

- a. The Joint Committee on Employment Equity (JCEE) shall monitor the employment equity processes described in this Article. The Committee shall consist of six (6) tenured faculty members appointed jointly by the President of the University and the President of the Union. Appointment to the Committee shall be for three (3) year overlapping terms. The Committee shall be gender balanced with representation of other designated groups, where possible, and shall elect a chair from among themselves.

Prior to the consideration of applications, the JCEE shall meet with the Employment Equity Advisors (see Article 19.04 (c)) to review the employment equity provisions of Article 19.

- b. Prior to June 1 each year, each Dean will provide the JCEE with a summary of the number of self-identified members of designated groups who made applications, were short-listed, recommended, and/or appointed within his/her Faculty during the previous twelve (12) month period. This information combined with the Departmental Employment Equity Plans will be used by the JCEE to review procedures, actions, and outcomes related to recruitment and appointment of faculty members. The JCEE shall report annually by July 1 to the President of the University and the President of the Union on the success of these employment equity procedures and the need for revision to these procedures, if any.
- c. A member of the JCEE who is also a member of a Department that is forwarding a recommended short-list for review shall not vote on that recommendation in the JCEE.

19.07 Appointment Procedures for Faculty

- a. Departments are required to follow the appointment procedures as outlined in this Collective Agreement and, consistent with those procedures, shall adhere to the principle of no discrimination (Article 7) in its recruitment practices.
- b. Permission to initiate a competition for any position must be obtained from the appropriate Dean before any formal action is taken.
- c. Search committees will be composed of the Departmental Committee, a sub-committee of the Department, or members of any and all departments in which the appointment shall take place. Appointments to search committees will be made by Departmental Committees in accordance with their departmental rules (Article 16.03 (a) – Departmental and Centre Committees).
- d. The Department shall fully discuss the qualifications, areas of competence and teaching responsibilities required for the position. The Chair of the

Department shall then forward to the appropriate Dean a clearly defined job description.

- e. All vacant positions shall be advertised (excepting in Articles 19.08 (c) and (d)) indicating the nature of the positions and terminal dates for applications. The wording of the advertisement must be approved by the appropriate Dean before the position can be posted and the Dean shall ensure:
 - i. that each advertisement for a Bargaining Unit position includes, at a minimum, the following statement: Brock University is actively committed to diversity and the principles of employment equity and invites applications from all qualified candidates. Women, Aboriginal peoples, members of visible minorities, and people with disabilities are especially encouraged to apply and to voluntarily self identify as a member of a designated group as part of their application. Candidates who wish to be considered as a member of one or more designated groups should fill out the Self-Identification Form and include the completed form with their application;
 - ii. that each advertisement directs candidates where to find the Self-Identification Form referred to above; and
 - iii. that the Department advertises at an early stage in appropriate publications, relevant professional journals, or other appropriate venues, including any that may be especially directed to designated group members of the relevant discipline.
- f. A candidate must apply in writing to receive consideration from the Department. The Department shall make arrangements to collect, screen and answer all applications for the position. All such applications, *curricula vitarum*, off-prints, correspondence and other pertinent documents shall be kept in a file open to all faculty members of the Department. A short-list of candidates will be compiled by the Department on the basis of review of the file.
- g. Candidates for probationary and tenured appointments are to be selected for the short-list on the basis of the criteria in articles 19.02 (a), 19.02 (b) and 19.04. Normally, at least three (3) candidates will be short-listed for probationary and tenured appointments, except in cases where there are fewer than three (3) qualified candidates. It is understood that the cost of the interview is not a consideration when deciding whether an applicant should be included on the short-list.
- h. If a Department's initial short-list for interviews does not include a self identified member of a designated group, reasons must be provided to the Dean in writing together with the dossiers of all self-identified members of designated groups who are candidates for the position.

- i. The Parties recognize that differing career patterns may be more common among members of designated groups and that this should be taken into account in assessing the experiences and qualifications of members of these groups.
- j. The Dean or his/her designate shall submit the following to the JCEE, normally within five (5) working days of receiving the short-list from the Department/Centre:
 - i. the name or ranked short-list recommended by the Department together with the complete files of these applicants;
 - ii. the departmental rationale, if any, for not including a self-identified member of a designated group on the short-list (see Article 19.07 (g));
 - iii. the advertisement for the position; and
 - iv. the complete files of all applicants who are self-identified members of designated groups.
- k. The JCEE will review the materials submitted under 19.07 (j) and respond to the Dean normally within three (3) working days. The response shall be either to:
 - i. certify to the Dean and the Department that the requirements of this Article for recruiting and assessing candidates who are members of a designated group have been met; or
 - ii. return the recommended short-list to the Dean and Department/Centre for reconsideration. The JCEE shall include specific comments to be addressed in the reconsideration of the short-list. The Department shall consider the JCEE's comments before making a final decision with respect to the short-list. The Department shall inform the Dean of its final decision with respect to the short-list.
- l. Discussions of the merits of the candidates shall take place in meetings of the Department or search committee. Minutes shall be kept of all such meetings. All decisions regarding the position to be filled, including any changes in the job description, shall be recorded, circulated to, and approved by the Department and forwarded to the Dean. After the hiring procedure is completed, copies of the approved minutes shall be collected and filed in the office of the Dean.
- m. When the Department or search committee has interviewed the short-listed candidates and has considered the choice to be made, it will make a recommendation regarding the appointment according to established departmental procedures.

If, in the Department's view, there are no candidates who meet the criteria for appointment, the Department may recommend to the Dean that no appointment be made and/or the search be continued.

- n. The recommendation for the appointment shall be forwarded to the Dean in writing by the Chair of the Department within one (1) week of the Department's reaching a decision and may include advice respecting salary, rank and nature of the appointment.
- o. The Chair has the responsibility to report accurately and fully the views of the Department and shall file a minority report, if a minority viewpoint has been expressed.
- p. All recommendations for appointments forwarded to the Dean must include:
 - i. the candidate's complete dossier; and
 - ii. a brief description of the employment equity procedures followed in the competition.
- q. The Dean may reject the departmental recommendation for good and sufficient reason conveyed to the Chair in writing.
- r. If the Dean accepts the Department's recommendation, the Dean shall make a tentative offer to the person recommended. Before making a tentative offer, the Dean shall ensure that the provisions of Article 19 have been followed.
- s. When the person to whom a tentative offer has been made indicates that the offer is satisfactory, the Dean will recommend that the Provost and Vice-President, Academic make the appointment. The Dean will inform the JCEE of the outcome of the search.

19.08 Exceptional Appointments

- a. Where a grievance relating to a recommendation for appointment under this Article is submitted to arbitration, the arbitrator shall not only decide the merits of the recommendation for appointment, but also whether proper procedures have been followed. The arbitrator shall provide an appropriate remedy which may include an order that the most qualified self-identified member of a designated group be appointed.
- b. When an Advisory Committee on the Appointment of a Dean is considering recommending an outside candidate for the position, the Department in which the candidate is to be hired must be consulted before the recommendation is made.

- c. When both Parties agree that there is an emergency, a limited term appointment may be made on the authorization of the President or his/her designate.
- d. A full-time limited term appointment may be converted to a probationary full-time appointment without advertising if all of the following prerequisites obtain:
 - i. the limited term appointment was advertised;
 - ii. at the time of the conversion, the candidate has the same qualifications and rank normally expected for the probationary appointment;
 - iii. the Dean and a majority of the Department are in agreement that the probationary appointment not be advertised; and
 - iv. the proposal to convert the appointment has been approved by the President.
- e. If a full-time, ten (10) to twelve (12) months, limited term appointment is converted to a probationary full-time appointment, then credit for years of service under the full-time, ten (10) to twelve (12) months, limited term appointment toward sabbatical and tenure and promotion shall be counted as follows:
 - i. If the limited term appointment was for ten (10) to twelve (12) months, the member shall receive one (1) year of sabbatical credit and shall be required to go forward for tenure no later than the fifth (5th) year of the probationary appointment.
 - ii. If the appointee has served two (2) limited term appointments (i.e. appointments of ten (10) to twelve (12) months in duration) in consecutive academic years immediately preceding the probationary appointment, the member shall receive two (2) years sabbatical credit and shall be required to go forward for tenure no later than the fourth (4th) year of the probationary appointment.
 - iii. If the appointee has served three (3) or more limited term appointments (i.e. appointments of ten (10) to twelve (12) months in duration) in consecutive academic years immediately preceding the probationary appointment, the member shall receive three (3) years sabbatical credit and shall be required to go forward for tenure no later than the fourth (4th) year of the probationary appointment.

19.09 Reappointments

- a. The Dean shall ensure on an annual basis that a probationary appointee has been advised whether or not his/her performance is adequate, and where appropriate and feasible, that remedial measures have been recommended.

- b. When a probationary appointee must be considered for reappointment, the recommendation shall originate in the Department. In timing such consideration, the Chair shall be responsible for anticipating the requirements for due notice as provided in 19.09 (b) (v) and 19.09 (b) (vi).
 - i. In the first instance, the Chair or his/her designate shall consult the members of the Departmental Committee, after they have had the opportunity to view the member's application for reappointment. The results of the consultations shall be made known at a department meeting. If no member views reappointment as problematic, the Department shall recommend reappointment. If a minority of at least two (2) members of the Department view the reappointment as problematic, they may request the Department, via a recorded vote, to invoke Article 19.09 (b) (ii).
 - ii. If a majority of the members of the Department views the reappointment as problematic, as determined via a recorded vote, evidence respecting the candidate's performance of his/her professional responsibilities, as specified in this Agreement, shall be collected and considered at subsequent meetings of the Department. The candidate shall have the right to be informed of any areas or elements of performance considered to be problematic, and have the right to appear before a meeting of the Department, accompanied if he/she wishes, by an academic colleague or a Union representative, to present evidence and to answer questions. The decision of the Department on whether to recommend reappointment shall be by secret ballot.
 - iii. The Chair of the Department shall forward the recommendation of the Department, the results of the departmental vote, in writing, together with whatever documentation is deemed appropriate, to the appropriate Dean.
 - iv. The Dean shall forward the Department's recommendation to the President, together with his/her own recommendation. Should the Dean feel unable to support the recommendation of the Department, he/she shall respond to the Chair of the Department giving reasons in writing.
 - v. The President shall give notice to a faculty member who is not to be reappointed. Such notice shall be sent by receipted mail on or before June 30 to the last known postal address of the faculty member as shown by the records in the University's Human Resources office.
 - vi. If such notice is not sent at least twelve (12) months before the termination of the appointment, the appointee shall be granted either a terminal appointment of one (1) year from the date of notice, or twelve (12) months' salary in lieu of notice, at the discretion of the President.
 - vii. Limited term appointees may be considered for reappointment without a new competition for the position. The Chair or his/her designate shall consult all other members of the Department to determine whether they support reappointment without a new competition. The results of the consultations shall be made known at a Department meeting. If no

member views reappointment as problematic, the Department shall recommend reappointment for an additional limited term. If a minority of at least two (2) members of the Department views the reappointment without a new competition as problematic, they may request the Department, via a recorded *in camera* vote, to hold a new competition for the limited term position as set out in Articles 19.07 through 19.08.

19.10 Terms of Reappointment

- a. Reappointment at the rank of Lecturer shall normally be for one (1) or two (2) years. A faculty member who has served as Lecturer in this University for a period of six (6) years shall either be promoted to Assistant Professor or shall not have the appointment renewed.
- b. Reappointment at the rank of Assistant Professor shall be for three (3) years.
- c. Reappointment at the rank of Associate Professor or Professor shall be with tenure.
- d. Grounds for non-renewal of probationary appointments shall be inability to fulfill or failure to discharge professional duties and responsibilities, or failure to meet any specific condition of the offer of employment that is consistent with this Agreement, or in the case of Lecturers, non-renewal pursuant to 19.10 (a).

19.11 Cross-appointment and Voluntary Transfer of Faculty

- a. An individual faculty member from one unit (herein the original unit) may request to be transferred, in whole or in part, to another academic unit (herein the receiving unit), by written application to his/her Dean.
- b. The agreement of the receiving unit, the original unit, and the Provost and Vice-President, Academic is required for an individual faculty member's transfer.
- c. When there is disagreement between the academic units concerned, the Provost and Vice-President, Academic will make the final decision, subject to 19.11 (b), taking into account the needs of each unit, priorities for academic development and the individual's interest in professional development. The Provost and Vice-President, Academic shall make the appointment and confirm the appointment in writing.
- d. The home unit of a cross-appointed faculty member must be specified at the time of the cross-appointment. The home unit will automatically be the academic unit allotted the larger share of the faculty member's workload except:

- i. in the case where the cross-appointment is on a half and half basis; or
- ii. when the cross-appointment is for one (1) year or less.

In these cases, the faculty member has the right to select which of the academic units will be the home unit for the term of the cross-appointment.

- e. If a new appointment is to be a cross-appointment then the appropriate Dean or Deans must first identify the departments that are willing to participate in the cross-appointment and invite each such department to appoint one (1) or more members to the search committee. The search committee members shall then elect a chair. The search shall follow the procedures identified in this Article and search committee members shall keep their own departments informed about the search. When the search committee recommends a candidate for appointment, each Department involved in the cross-appointment will vote on the recommendation following the procedures specified in Article 16 (Departmental and Centre Committees).
- f. The Dean or Deans may identify the home department of a cross-appointed member before the search commences. If the home department has not been identified in advance, the search committee shall recommend to the appropriate Dean or Deans the home department when recommending the candidate for appointment.
- g. For faculty members who are cross-appointed at the time of their appointment to the University, the home unit shall have the primary responsibility for making personnel recommendations regarding performance review, tenure and promotion. The evaluations and recommendations of the home unit and any other unit(s) will go forward independently to the Dean in the case of performance review recommendations and to the University Committee on Promotion and Tenure with respect to those matters.
- h. For faculty members who are transferring from an original unit, within the initial three (3) years of a cross-appointment, the original unit of a cross-appointed faculty member, whether it is the home unit or not, shall have the primary responsibility for making personnel recommendations regarding performance review, tenure, and promotion. The evaluations and recommendations of the home unit and any other unit(s) will go forward independently to the Dean in the case of performance review recommendations and to the University Committee on Promotion and Tenure with respect to those matters.
- i. After three (3) years, the home unit of a cross-appointed faculty member, whether it is the original or the receiving unit, shall have the primary responsibility for making personnel recommendations regarding performance review, tenure and promotion. The evaluations and recommendations of the

home unit and any other unit(s) will go forward independently to the Dean in the case of performance review recommendations and to the University Committee on Promotion and Tenure with respect to those matters.

- j. The leave and sabbatical requests of a cross-appointed faculty member are to be processed by the home unit, but with the provisos that:
 - i. Individuals must inform the other unit(s) at the time of their request to be included in the home unit's leaves and sabbaticals plan for a particular year. Individuals must also inform the other unit(s) of any existing plans at the time of cross-appointment;
 - ii. The home unit must consult the other unit(s) before making final decision about a cross-appointed faculty member's leave request; and
 - iii. There must be agreement between all units regarding changes or additions to the home unit's staffing plans when those plans directly affect the staffing plans of the other unit(s).
- k. The proportion of a cross-appointed faculty member's workload in each of the units involved must be specified at the time of the cross-appointment. During any given year, however, this proportion may be altered on the agreement of the interested parties, including the faculty member, the academic unit(s), and the Dean(s) without necessitating a change in the home unit.
- l. The teaching and other responsibilities allocated to a cross-appointed faculty member in a particular academic unit should be approximately proportional to the norms accepted by that unit. The aggregate assigned responsibilities of a cross-appointed faculty member should not exceed the normal load for full-time members of the home unit. In the event of a dispute, the Dean(s) (or if necessary, the Provost and Vice-President, Academic) would arbitrate and have the final decision.
- m. The cross-appointed faculty member has the same rights of participation, including all voting rights, in each of the units as if located as a regular full-time faculty member of those units.
- n. Cross-appointments and transfers may be made for a definite term (up to five (5) years) or be permanent. The duration of the arrangement must be specified when it is requested and approved. Any request for a further change in status, once a transfer arrangement has been made, will be regarded as a new request, and will have to follow the procedures outlined above.
- o. Adjunct professors are not covered by the provisions of this Article.

19.12 Resignations and Notice of Intent to Leave

- a. Faculty members resigning from the University shall give as much notice as possible, preferably not less than three (3) months. Resignations shall take effect on June 30 or on a date mutually agreed upon by the faculty member and the University.
- b. Faculty members retiring from the University shall give as much notice as possible and not less than three (3) months. Retirements shall take effect on June 30 or December 31 or on a date mutually agreed upon by the faculty member and the University.

19.13 Limited-Term Appointments and Non-BUFA Teaching of Credit Courses

The Parties agree that the educational mission of the University can be carried out only if most credit courses are taught by full-time continuing faculty members, because it is only under such circumstances that the University can ensure that the norm is that persons teaching courses are also actively engaged in research and scholarship; it is only under such circumstances that the University can ensure that faculty members are reasonably available to students for consultation, thesis supervisions and reading courses; it is only under such circumstances that the University can ensure the integrity of its academic programs; and it is only under such circumstances that the University can continue to rely upon faculty members to perform many of the administrative tasks that are essential to its functioning.

- a. To that end, the Parties agree that limited term instructional faculty appointments (ILTAs) made each year under Article 19.03 (j) shall not account for more than 7% of full-time faculty member positions and that the total number of limited term appointments made each year shall not account for more than 14% of full-time faculty member positions. It is understood that two (2) six-month instructional faculty appointments (Article 19.03 (j)) are the equivalent of one (1) twelve-month appointment.

The University shall report to the Union no later than October 31 of each year, giving the number and type of limited term appointments (both LTAs and ILTAs) and the number of tenured and tenure track appointments then existing in the University.

- b. To that end, the Parties agree that, excepting courses taught in the Faculty of Education, no more than fourteen percent (14%) of all scheduled credit courses taught in the period from the beginning of the spring term to the end of the winter term shall be taught by non-members of the Bargaining Unit, other than those excluded for reason of holding a senior administrative position with the University.

In the Faculty of Education, the proportion of courses taught by non-members of the Bargaining Unit, other than those excluded for reason of holding a senior administrative position with the University, shall not exceed 48.75%. The Parties agree that Additional Qualification courses in the Faculty of Education shall not be included in this calculation. In calculating the percentage of credit courses taught by non-members of the Bargaining Unit, the number of course off-loads awarded/taken for the following reasons shall be subtracted from the total number of courses taught by non-members of the Bargaining Unit:

- i. course off-loads for new faculty (Article 24.04 (a)(i)(5));
- ii. approved teaching reductions (Article 24A.01 (c));
- iii. BUFA Executive teaching releases (Article 40.09);
- iv. leaves of absence (Article 34.05);
- v. parental leave (Article 34.09);
- vi. public service leave (Article 34.06 (b));
- vii. sick leave (Article 34.08);
- viii. secondments; and
- ix. approved teaching load reductions for research purposes other than a sabbatical leave.

The University will report, by August 1 each year, the percentage of all scheduled credit courses taught by non-members of the Bargaining Unit from the beginning of the spring term to the end of the winter term, for courses excluding the Faculty of Education and the Faculty of Education separately.

- c. To that end, the Parties also agree that no non-member of the Bargaining Unit may teach more than two (2) credit courses in any academic year. In the Centre for Continuing Teacher Education, a non-member of BUFA may teach more than two (2) Additional Qualification courses as long as the total stipends for Additional Qualification courses paid to the non-member in any academic year does not exceed the equivalent of two (2) full-course stipends at the instructor rate agreed upon by the University and CUPE, Local 4207 for that academic year. Procedures for assessing the academic qualifications for such part-time faculty members who are not members of the Bargaining Unit shall be determined by the respective departments or programs.

ARTICLE 19A – SPOUSAL/PARTNER APPOINTMENTS

- 19A.01 The Parties are committed to the principle of recruiting the best available faculty and professional librarian members in their pursuit of excellence. Increasingly, recruitment involves spouses who are both academics. In such cases, it is desirable for Brock University to benefit from the combined excellence of both the preferred candidate and candidate's spouse. Accordingly, spousal appointments may be made in accordance with this Article.
- 19A.02 Spousal appointments are intended as positions from which the spouse may find a more permanent position within the University.
- 19A.03 Notwithstanding Article 19.03 (i) (Appointment of Faculty Members) and 20.05 (a) (Appointment of Professional Librarian Members), the spouse or partner of a probationary or tenured/permanent member may be appointed to a limited term faculty or professional librarian appointment for a period of up to three (3) years in the case of a faculty appointment, or up to two (2) years in the case of a professional librarian appointment.

Prior to any such appointment, the Departmental Committee or the Library Council, as appropriate, must consider and approve the appointment. In deciding whether or not to approve the appointment, the Departmental Committee or the Library Council, as appropriate, shall consider all relevant factors including the academic qualifications and experience of the candidate and the needs of the Department/Library. If in favour of such an appointment, the Departmental Committee/Library Council shall make a recommendation to the Dean or University Librarian, as appropriate. The appointment shall be granted or denied by the Provost and Vice-President, Academic.

- 19A.04 If the spouse or partner of a probationary or tenured/permanent member is interested in an advertised Faculty or Professional Librarian position at the University, his/her file shall be reviewed by the appropriate Departmental Committee or, in the case of a professional librarian appointment, the search committee; and, if thought appropriate by the Departmental Committee/search committee, the candidate's name may be added to the short-list. The spouse or partner shall be recommended for the appointment unless there is another demonstrably superior candidate.

In the case of a search for a tenure-track position, a spousal hiring shall take priority when two applicants, one of whom might be a member of a designated group, as described in Article 19 (Appointment of Faculty Members), are equally qualified as the best candidate or not substantially apart in their qualifications as the best candidate.

ARTICLE 20 – APPOINTMENT OF PROFESSIONAL LIBRARIAN MEMBERS

20.01 Types of Appointment - The types of appointment are:

- a. **Permanent:** An appointment, full-time (including all professional librarians working more than half-time, or on reduced load in accordance with the provisions of Article 26 (Reduced Load)) which may be terminated only through resignation, retirement or dismissal for just cause under the terms of Article 23 (Dismissal).
- b. **Probationary:** An appointment initially made for two (2) years. Probationary appointments end in a permanent appointment, in termination of employment, or may be extended for a maximum of twelve (12) months, as per Article 22.07 (b)(ii) (Permanency and Promotion for Professional Librarian Members).
- c. **Limited term:** An appointment for a fixed term of up to two (2) years.
- d. **Part-time (non-members of the Bargaining Unit):** An appointment that is half time or less.
- e. An individual shall be appointed to a specified position (such as: Liaison Librarian, Head, Map Library, or Head, Library Systems and Technologies), and shall be assigned a rank of Librarian I, II, III, or IV, depending on qualifications and experience.

20.02 General Requirements

- a. The minimum qualifications for appointment as a librarian shall be a graduate degree from an ALA-accredited school of library and information science or its equivalent. In addition, a Master's degree in an academic subject may be required.
- b. Prior to appointment, a candidate shall visit the campus for an interview as laid out in the appointment procedures (Article 20.04). During this visit, the candidate will be scheduled to visit the BUFA office to meet with a representative of the Union.

20.03 Terms of Appointment

- a. Initial probationary appointments shall be for a period of two (2) years.
- b. In a particular case, a librarian with appropriate qualifications and professional experience may be granted a permanent appointment without serving a probationary period.

- c. Persons shall be appointed at the rank for which their qualifications are appropriate as determined by the University in accordance with the principles of no discrimination (Article 7), and after consultation by the University Librarian with the search committee.

- d. **Professional Leave Credit** - Candidates who are appointed and who have held either (1) a full-time permanent or full-time probationary professional librarian appointment at another institution immediately prior to accepting an appointment at Brock University and who have unused professional leave credit from that appointment; or (2) held one or more continuous full-time limited term appointments as a professional librarian member immediately prior to accepting an appointment at Brock University and who have not applied that service toward a professional leave, are eligible for a professional leave as follows:
 - i. If the candidate has less than two (2) years of unused professional leave credit or service in a limited term appointment(s) that has not been applied towards a professional leave, the candidate may be granted professional leave credit at the discretion of the University Librarian;
 - ii. if the candidate has two (2) to three (3) years of unused professional leave credit or service in a limited term appointment that has not been applied towards a professional leave, the candidate shall receive one (1) year of professional leave credit;
 - iii. if the candidate has four (4) to five (5) years of unused professional leave credit or service in a limited term appointment that has not been applied towards a professional leave, the candidate shall receive two (2) years of professional leave credit;
 - iv. if the candidate has six (6) or more years of unused professional leave credit or service in a limited term appointment that has not been applied towards a professional leave, the candidate shall receive three (3) years of professional leave credit;
 - v. candidates with other relevant experience also may be granted professional leave credit at the discretion of the University Librarian.

- e. **Travel and Moving Allowance** - Candidates who accept a probationary or permanent appointment at the University are eligible to be reimbursed for travel and moving expenses as follows:
 - i. Eligible expenses shall be those identified in the University's Travel and Moving Expenses For New Appointees Policy.
 - ii. The University will reimburse legitimate, reasonable and receipted moving expenses up to \$3000, plus 50% of any additional expenses to an overall maximum reimbursement of \$5000.
 - iii. Expenses will only be reimbursed if the move is completed within two (2) years of the start date of the appointment.

- iv. Expenses will only be reimbursed if the move is 40 kms closer to and within 60 kms of the member's home campus. This requirement may be waived at the University Librarian's discretion.
- v. If the member leaves the University before completing thirty-six (36) months of full-time employment, the member must reimburse the University for moving expenses paid on a pro-rata basis for each month less than thirty-six (36) months of employment.

Candidates who accept a limited term appointment at the University are eligible to be reimbursed for travel and moving expenses as follows:

- vi. Eligible expenses shall be those identified in the University's Travel and Moving Expenses For New Appointees Policy.
- vii. The University will reimburse legitimate, reasonable and receipted moving expenses up to \$1000, plus 50% of any additional expenses to an overall maximum reimbursement of \$2000.
- viii. Expenses will only be reimbursed if the move is 40 kms closer to and within 60 kms of the member's home campus. This requirement may be waived at the University Librarian's discretion.
- ix. If the member leaves the University before completing the term of the appointment, the member must reimburse the University for moving expenses paid on a pro-rata basis.

Additional allowable expenses may be approved at the University Librarian's discretion.

- f. Appointments shall be made by a standard letter signed by the Provost and Vice-President, Academic which shall include:
 - i. date of commencement of appointment and, if applicable, of termination;
 - ii. whether the appointment is permanent, probationary or limited term;
 - iii. if probationary, the date when permanence will be considered and the date when the candidate can expect to be informed of the decision;
 - iv. if limited term, the implications of this;
 - v. salary;
 - vi. rank;
 - vii. reference to duties as outlined in Article 13 (Rights and Responsibilities of Professional Librarian Members) and Article 25 (Workload for Professional Librarian Members) and a copy of the job description;
 - viii. reference to any additional educational qualification which the member must obtain, if applicable;
 - ix. any other specific conditions of the offer of employment not inconsistent with this Agreement that the Parties agree are appropriate in the particular case, if applicable;

- x. credit for years of service and credit for years in a rank at another university library, or equivalent experience elsewhere, will be specified for the purposes of calculating vacation entitlement and eligibility for academic leave, if applicable;
 - xi. reimbursement of moving expenses, if applicable;
 - xii. confirmation of the number of years of service as a professional librarian at another university or comparable institution.
- g. All letters of appointment shall be accompanied by a copy of this Agreement and by a summary of existing benefits, including group insurance and pension plans currently in force.
 - h. The letter of appointment shall state: The enclosed Agreement is part of your contract.

20.04 Appointment Procedures for Professional Librarians

- a. Permission to initiate a competition for any position must be obtained from the University Librarian before any formal action is taken. The decision shall be announced within a reasonable period of time after the position becomes vacant. The University Librarian shall consult with the Library Council on the type of appointment, rank and qualifications desired.
- b. The University Librarian shall establish a search committee with respect to each appointment, with membership as follows:
 - i. An Associate University Librarian and three (3) professional librarians elected by the Library Council. At least two (2) of the elected professional librarians shall have permanent appointments.
 - ii. The person to whom the candidate will report shall also serve on the Committee, except when that person is the University Librarian.
 - iii. As the occasion arises, the University Librarian may add a member of the University Community as a non-voting member of the search committee if expertise in a specific area would assist in the evaluation process.
 - iv. The committee shall elect its own chair.
- c. The following provisions apply whenever a position is filled in accordance with the provisions of this Agreement:
 - i. Notice of a vacant position shall always be given in the first instance to all professional librarian members within the Bargaining Unit, and shall include the title, rank, salary range, administrative unit of the University Library to which the position is attached, a concise description of duties and responsibilities, the required qualifications, and the closing date for the competition.

- ii. When a vacant position is to be advertised outside the University Library, this shall be done by the University Librarian, acting with the advice of the search committee on the media in which it is appropriate to advertise or give notice of the vacancy.
- d. The University Librarian shall give copies of all documentation provided by the candidates to the search committee. The Library Council will have access to all documentation provided by all candidates. The committee shall prepare a short-list of candidates to be interviewed which shall be submitted to the University Librarian for approval.
- e. The chair of the search committee shall establish a schedule for interviewing all candidates on the approved short-list at times mutually convenient to each candidate and to the committee and shall also arrange for each candidate to meet with Library Council. The Library Council shall forward its recommendation to the committee, including its recommendation on appointment with permanence and on appointment rank, as specified in Article 20.03 (b) and (c).
- f. Discussions of the merits of the candidates shall take place *in camera* at meetings of the search committee. Minutes shall be kept of all decisions of such meetings. After the hiring procedure is completed, copies of the approved minutes shall be collected and filed in the Office of the University Librarian.
- g. Following completion of all interviews, the search committee shall give to the University Librarian a written statement of its recommendation and its reasons therefor, along with the minority view, if any.
- h. If in agreement with the committee's recommendation, the University Librarian shall forward the recommendation of the Committee to the Provost and Vice-President, Academic.
- i. If the recommendation appears problematic, the University Librarian may consult with the search committee to resolve any concerns. If informal consultations fail to resolve the matter, the University Librarian may formally request a reconsideration by the committee, giving written reasons explaining why the original recommendations were thought unacceptable. The committee will reconsider, and then shall give to the University Librarian a written statement of its recommendation and its reasons therefor.
- j. In the case of a continuing disagreement on the recommendation between the committee and the University Librarian which cannot be resolved with further consultation, both the committee's recommendation and the dissenting view of the University Librarian shall be forwarded to the Provost and Vice-President, Academic, for review and decision.

- k. The University Librarian will make a tentative offer to the recommended candidate which, if accepted, will be confirmed by a standard appointment letter, prepared in accordance with 20.03 (f).

20.05 Limited Term Appointments

- a. Limited term appointments, with a duration of up to two (2) years, may be made:
 - i. to replace a member who is on leave or otherwise unable to carry out his/her normal duties for a period of time;
 - ii. to complete a project or task requiring qualifications or expertise which are not available among the professional librarian members of the Bargaining Unit;
 - iii. to meet the demands of Library service which vary from time to time;
 - iv. to facilitate the appointment of a visiting professional librarian. Visiting professional librarians who accept a paid appointment under this Collective Agreement are members of the Bargaining Unit.

The University will provide the Union with a report on limited term appointments no later than October 31 each year listing each such appointment and which of the categories above applies in each case.

- b. In the case of 20.05 (a) (i), (ii) or (iii), the provisions of 20.04 shall apply and the professional librarians appointed shall be members of the Bargaining Unit covered by this Agreement.
- c. If a member who is holding a limited term appointment of at least twelve (12) months receives a probationary appointment without a break in service, service in the limited term appointment may be deemed to be equivalent to probationary service toward a permanent appointment, periods of service for promotion in rank and credit toward a professional leave.

20.06 Visiting Professional Librarian

The University may appoint a visiting professional librarian to carry out a special project requiring specific qualifications or expertise which are such that it cannot be taken on by professional librarian members of the Bargaining Unit, or in order to implement personnel exchanges with other universities or organizations. In such an event, the following provisions shall apply:

- a. The length of such an appointment may not exceed two (2) years;
- b. The University Librarian may not appoint a visiting professional librarian member without consulting in advance the Library Council;

- c. The person appointed must be on leave from a continuing position elsewhere; and
- d. A visiting professional librarian member shall not be a member of the Bargaining Unit covered by this Agreement, unless that member accepts a paid appointment under this Collective Agreement.

20.07 Resignations and Notice of Intent to Leave

- a. A professional librarian member resigning from the University shall give as much notice as possible, preferably not less than three (3) months. The resignation shall take effect on a date mutually agreed upon by the member and the University.
- b. Professional librarian members retiring from the University shall give as much notice as possible and not less than three (3) months. Retirements shall take effect on June 30 or December 31 or on a date mutually agreed upon by the professional librarian member and the University.

ARTICLE 21 – PROMOTION AND TENURE – PROVISIONS FOR FULL-TIME FACULTY

21.01 There shall be a University Committee on Promotion and Tenure, herein also referred to as "the Committee".

21.02 The Committee

- a. The Committee shall consist of:
 - i. The Provost and Vice-President, Academic, who shall act as the chair of the Committee. The Provost and Vice-President, Academic shall be a non-voting member of the Committee.
 - ii. Six (6) faculty members, one (1) from each Faculty. Each faculty member on the Committee must be tenured and hold the rank of Professor or Associate Professor. These faculty members shall be represented by gender and selected jointly by the President of the University and the President of the Union for three (3) year overlapping terms. Faculty members who are expected to apply for promotion within three years of their appointment to the Committee may not serve on the Committee.
 - iii. The Dean of each Faculty. When the Committee is reaching a decision on the recommendation of any candidate for promotion and/or tenure, the Dean of the candidate's Faculty shall participate in all discussions pertaining to any candidate from his/her Faculty and participate as a seventh (7th) voting member of the Committee.
- b. The Committee shall meet to set deadlines for submissions. The Committee shall advise the Deans of the schedule for its work, and shall direct the Deans to convey this information to all members of faculty.
- c. All Committee deliberations shall be *in camera*. When the Committee has discharged its duties, all minutes, letters of reference, reports of internal and external referees, and other pertinent records shall be kept secured by the Secretary to the University. If an appeal or grievance is lodged within the time permitted, all the above materials shall be retained for possible use until the matter is settled. After settlement of all appeals and/or grievances, or when no such appeals or grievances are lodged, all confidential materials shall be destroyed. Records submitted by the candidate shall be returned to that person by the Dean.
- d. The Provost and Vice-President, Academic shall provide the secretary for the Committee.
- e. Prior to the consideration of dossiers, the Committee shall meet to review the provisions of this Article. This review shall include discussion of the criteria

and evidence upon which tenure and promotion decisions are made and the diverse forms of scholarship that exist across the University (see Article 21.11 (a), (b), and (c)).

21.03 **The Meaning of Tenure**

Tenure refers to appointment without term. Such an appointment may be terminated only through resignation or retirement, dismissal for cause (Article 23 - Dismissal) or under the financial exigency procedures (Article 29 – Financial Exigency). Tenure is the basic mechanism for the protection of academic freedom. Tenure is a privilege and carries a significant measure of responsibility, but it is a privilege to which all probationary faculty may aspire.

21.04 **Criteria for Tenure**

- a. Tenure shall be granted on the basis of clear promise of continuing intellectual and professional development as demonstrated by:
 - i. sustained satisfactory and effective teaching during the probationary appointment or previous relevant teaching experience; and
 - ii. clear evidence of ongoing high quality scholarly or creative work.
- b. Evidence of service to the University community and the Union may be used to strengthen a faculty member's application for tenure.
- c. Awarding of tenure must always be based on the criteria noted in 21.04 (a) and (b), evidence of teaching, scholarly activity and service noted in Article 21.11 (a), (b), and (c). In no case shall the tenure decision depend upon years of service alone.
- d. Personal or social incompatibility shall not be a reason for denying tenure.
- e. Failure to discharge professional obligations and responsibilities as defined in this Collective Agreement may be grounds for denial of tenure.

21.05 The traditional right and responsibility of a faculty member, tenured or not to academic freedom (Article 11 – Academic Freedom) is recognized by the Parties.

21.06 **Eligibility for Tenure**

- a. An untenured, probationary faculty member will normally be considered for tenure in:
 - i. the fifth (5th) consecutive year of full-time employment as a probationary Lecturer, or as a probationary Lecturer and Assistant Professor and no later than the sixth year;

- ii. the fifth (5th) consecutive year of full-time employment as a probationary Assistant Professor and no later than the fifth year;
- iii. accordance with Article 19.08 (e) (Appointment of Faculty Members) in the case of a limited term appointee being converted to a probationary appointment;
- iv. the third (3rd) consecutive year of full-time employment as an Associate Professor and no later than the third year;
- v. the second (2nd) year of full-time employment as a Professor.

These timelines may be adjusted in accordance with Article 34.08 (f) (Leaves).

- b. Notwithstanding the normal timeframes identified in Article 21.06 (a), an untenured, probationary faculty member may apply for tenure at any time. If a faculty member chooses to apply for tenure earlier than the normal timeframes identified in Article 21.06 (a), the member shall be subject to the same procedures, criteria, and expectations for evidence as an application made at the normal time.
 - c. For purposes of assessing eligibility for tenure, sabbatical leaves shall be counted as a regular period of employment.
- 21.07 A member applying for tenure shall also apply for promotion to Associate Professor at the same time.

21.08 Eligibility for Promotion to Assistant Professor

- a. A full-time faculty member who has served as a Lecturer in the University for six (6) years shall either be promoted to Assistant Professor or shall not have the appointment renewed. This decision shall be made prior to the end of the fifth (5th) year of service.
- b. Promotion to the rank of Assistant Professor shall normally depend upon the attainment of a doctoral degree or its equivalent (Article 19.03 (c) – Appointment of Faculty Members).
- c. A Lecturer shall advance to the rank of Assistant Professor under the conditions described in Article 19.03 (b).

21.09 Eligibility for Promotion to Associate Professor

- a. Promotion from Assistant Professor to Associate Professor shall be based upon the criteria noted in 21.04 (a) and (b) and evidence referred to in 21.04 (c).

21.10 Eligibility for Promotion to Professor

- a. A faculty member shall be eligible for promotion to Professor because of:
 - i. Sustained scholarly excellence plus sustained high quality teaching and a consistent and demonstrated record of service; or
 - ii. Sustained excellence in teaching plus a sustained high quality record of scholarly, creative or professional work and a consistent and demonstrated record of service.
- b. Candidates for promotion to the rank of Professor shall normally have completed at least six (6) years of service at the rank of Associate Professor, including two (2) full years of service at the rank of Associate Professor at Brock University. Promotion after these minimum years of service will follow only upon demonstrated excellence and superiority in performance.
- c. A faculty member who has clearly established an international reputation as a scholar in his/her field, for example, by major publication or by awards indicative of the highest level of scholarly recognition, is eligible to apply for promotion at any time.
- d. A candidate without tenure who has served as Associate Professor in the University and is promoted to the rank of Professor shall be granted tenure.
- e. Promotion to Professor must always be based upon the criteria noted in 21.10 (a), as supported by evidence of teaching, scholarly activity and service noted in Article 21.11 (a), (b), and (c), as well as the confidential reports obtained from external referees (Article 21.13 (f)). In no case shall promotion to Professor depend upon years of service alone.

21.11 Evidence of Teaching, Scholarly Activity and Service

In a University, the varied nature of teaching, scholarly or creative work, and service oriented to academic disciplines, fields of professional activity, and the community requires flexibility in the character, assessment and weighting of evidence for tenure and promotion.

- a. Evidence used to demonstrate the quality and effectiveness of teaching in support of an application for tenure or promotion may include, with relative weighting as appropriate:
 - i. course work and all related activities;
 - ii. supervision of the work of graduate and undergraduate students at Brock and other universities;
 - iii. contributions to seminars and colloquia relevant to teaching and learning;

- iv. innovative methods in teaching and other contributions to the teaching activities of the University;
- v. written comments of colleagues who have observed the candidate's teaching first-hand and at the invitation of the candidate;
- vi. written comments provided by colleagues regarding the candidate's reputation in the area of teaching and learning among peers and the basis for that reputation;
- vii. written comments of students about the candidate's teaching;
- viii. additional material relevant to teaching and learning collected by the candidate on his/her own initiative (e.g. a teaching portfolio).
- ix. supervision of student practica and/or internships where specific professional credentials are required of the supervisor to allow students to obtain certification or licensure.

Student course evaluations for all courses with five (5) or more students taught by the candidate since the date of last promotion or appointment must be included.

- b. Evidence used to demonstrate the quality of scholarly activity or creative work in support of an application for tenure or promotion may include the following items, with relative weighting as appropriate:
 - i. the publication of books, case studies, monographs, and contributions to edited books;
 - ii. papers in peer refereed journals;
 - iii. the judgments of scholars through letters of reference, particularly of senior scholars in the same and cognate disciplines;
 - iv. papers delivered at professional meetings;
 - v. contributions to panels, workshops, and clinics;
 - vi. consulting with government, related professionals, and agencies, or preparation of instructional, clinical, curriculum or policy materials for such agencies;
 - vii. editorial and refereeing duties;
 - viii. the creation, performance, direction, programming, design, and staging of creative works for the public, or curation of exhibitions, particularly when recognized by competent external peers;
 - ix. adjudicating festivals and competitions, master classes, consulting on curricula, workshops at the post-secondary level or with professional orchestras, choirs, theatres, galleries, or professional residencies;
 - x. the development of software, hardware or equipment;
 - xi. scholarly contributions to pedagogy;
 - xii. scholarly contributions to agencies, communities, governments, or organizations and the extent to which the faculty member's professional services are in demand by such organizations outside the University;

- xiii. scholarship as evidenced by the candidate's depth and breadth of knowledge and general contributions to the research life of the University;
- xiv. attempting to secure funding for research scholarship and creative activities as appropriate for a discipline or field;
- xv. other publications demonstrating a high quality of scholarship with significant public impact; and
- xvi. other evidence appropriate to the discipline.

The quality and originality of all scholarly and creative work shall be evaluated.

- c. Although teaching and scholarly activities are the primary criteria for promotion and tenure decisions, evidence of other activities appropriate to the discipline or field and service to the University and the Union may be used to strengthen a candidate's case. Such evidence may include, with relative weighting as appropriate:
 - i. participation in University, Faculty, Departmental and Union committees;
 - ii. counselling students;
 - iii. service in and recognition by regional, national and international committees and other organizations, including professional organizations;
 - iv. general administrative duties and administrative duties unique to a candidate's Faculty;
 - v. community service where the individual has made an essentially non-remunerative contribution by virtue of special academic competence;
 - vi. administrative and non-teaching/research responsibilities within the University and the Union.

21.12 Decanal Procedures for Promotion

- a. Deans shall be responsible for informing faculty of the following:
 - i. The required date for submissions of applications for tenure or promotion as determined by the Committee; and
 - ii. the format and required content of applications in (i) above as determined by the Committee.
- b. Deans shall attempt to ensure that, before being forwarded to the Committee on Promotion and Tenure, all dossiers received adhere to the Committee's guidelines. Applications which require clarification or are incomplete will be returned to the applicant or Department as appropriate. In particular, Deans shall attempt to ensure that each dossier includes:

- i. the completed application form and required accompanying material;
 - ii. a copy of the appropriate departmental rules and an assurance from the Chair or his/her designate that departmental rules have been followed; and
 - iii. the departmental recommendation, minority reports (if any) and recorded vote.
- c. Deans shall forward complete dossiers to the Committee.
- d. Deans shall solicit, receive and forward any internal or external letters of evaluation noted on an application. When soliciting letters from referees, Deans shall provide each prospective referee with, at a minimum, the requirements and criteria for promotion as they are described in Article 21.04 (a) and (b) or 21.10 (a), as appropriate, and shall ask for the referee's judgment on whether the candidate has met those criteria. The letter from the Dean soliciting reports will become a part of the candidate's dossier.

21.13 Departmental Procedures for Promotion

- a. Each Departmental Committee shall develop its own procedures for promotions within the following guidelines and shall publish such procedures (see Article 16.03 (a) – Departmental and Centre Committees).
- b. A candidate may be nominated by any colleague within the Department or may apply directly for promotion.
- c. A faculty member may refuse nomination for promotion, or may withdraw his/her name from consideration at any time in the process.
- d. The candidate shall be excused from the consultation at every stage, unless called upon to provide information or clarification of information.
- e. The candidate shall assemble a dossier of appropriate information, as noted in 21.04 (a) and (b) or 21.10 (a), as appropriate; and evidence of teaching, scholarly activity and service as noted in 21.11 (a), (b), and (c). The dossier shall be checked for accuracy and completeness by both the candidate and the Chair or his/her designate, and made available to the Department.
- f. Confidential letters of evaluation from at least three (3) approved external referees are required when promotion to Professor is under consideration. In identifying referees, members shall avoid conflicts of interest as defined in Article 18 (Conflict of Interest). If the candidate and the Department can agree on a list of appropriate external referees, the Dean shall choose three (3) from that list and the entire list shall be made available to the Committee. If the Department and the candidate cannot agree, both shall submit lists from which the Dean shall select four (4), two (2) from the candidate's list and two (2)

from that of the Department. The Dean shall solicit letters from the chosen referees and submit such letters directly to the University Committee on Promotion and Tenure. The Promotion and Tenure Committee may seek information from additional external referees chosen from the lists submitted above.

- g. The Department, meeting *in camera* without the candidate, shall consider the application. When the Departmental Committee requires further information or is considering a negative decision, the candidate shall be informed in writing of the specific questions or concerns raised and shall be afforded the opportunity to provide additional information in writing and/or in person at a Department meeting. The candidate may be accompanied by a Union representative when appearing at such a meeting.
- h. The Department shall subsequently meet, *in camera* without the candidate, to further discuss the application, and to vote by secret ballot (see Article 16.03 (c) – Departmental and Centre Committees) on the promotion. Only full-time tenured and probationary faculty members may vote (see Article 16.03 (c) – Departmental and Centre Committees). A member who is unable to attend the meeting at which the vote on promotion will take place may submit a sealed ballot to the Chair who shall include the ballot in the counting process at the meeting. When more than one candidate is to be considered, a separate, sealed ballot must be submitted for each case. The decision and vote shall be recorded. The Chair shall inform the candidate in a timely manner in writing of the reasons for the recommendation, and of any specific concerns expressed by one (1) or more members of the Department during the meeting.
- i. Following the meeting at which the vote on promotion has taken place, a voting member may submit to the Dean, in confidence, written comments about a candidate's application. Such written submissions must be signed to ensure that the comments have come from an appropriate source. The Dean shall include such written submissions, with the name and signature of the individuals who submitted them removed so as to make the source of the submissions anonymous, in the candidate's dossier that is forwarded to the University Committee.
- j. The Chair of the Department shall forward the recommendation of the Department, the recorded vote and the minority view, if any, to the candidate and the appropriate Dean. If the Dean has a question about a particular recommendation, he/she shall discuss the matter with the candidate and the Chair.
- k. If the decision is against recommending promotion, the candidate may withdraw his/her name from further consideration or may choose to go forward to the University Committee on Promotion and Tenure.

21.14 University Committee on Promotion and Tenure: Procedures for Promotion

- a. The Deans shall solicit submissions from departments encouraging a thorough and orderly assembling of individual dossiers which shall facilitate evaluation of candidates.
- b. The Committee shall consider all submissions forwarded through the Deans, including cases for which the Department has not recommended promotion, unless candidates have withdrawn their applications.
- c. Where the Committee requires further information or is considering a negative decision, the candidate and the Chair of the Department shall be informed by the appropriate Dean in writing of the specific concerns to be addressed. The candidate and the Chair of the Department shall be invited to appear before the Committee either separately or together, as they desire. The candidate shall have the right to submit further information, in writing and/or in person, and shall have the right to be accompanied and/or represented by the Union and shall have the right to add additional documentation to the dossier up to the time of the meeting with the Committee. The candidate must be made aware in advance and in writing of all factors that have drawn the application into question, and must have an opportunity to address those issues. The Committee will hold a recorded vote of all members of the Committee following this information hearing.
- d. The Committee's recommendation, along with reasons for such a recommendation, shall be forwarded to the President.

21.15 Decision of the President: Procedures for Promotion

- a. Upon receipt of a recommendation from the Committee, the President shall notify the candidate, the Department Chair and the Dean of his/her decision in writing, within six (6) weeks.
- b. If the decision is negative, the President shall specify in writing to the candidate the reasons, based on the recommendation of the University Committee on Promotion and Tenure.
- c. The candidate may appeal the decision of the President to the Appeals Committee as established in Article 21A.01 (Promotion and Tenure Appeals).

21.16 Decanal Procedures for Tenure

The Decanal Procedures for tenure shall be as set out in Article 21.12.

21.17 Departmental Procedures for Tenure

- a. Each Departmental Committee shall develop its own procedures for tenure within the following guidelines and shall publish such procedures (see Article 16.03 (a) – Departmental and Centre Committees).
- b. The candidate for tenure shall be excused from the consultation at every stage, except for purposes of supplying or clarifying information.
- c. The candidate shall assemble a dossier of appropriate information as noted in 21.04 (a) and (b), and evidence of teaching, scholarly activity and service as noted in 21.11 (a), (b), and (c). The dossier shall be checked for accuracy and completeness by both the candidate and the Chair or his/her designate, and made available to the Department.
- d. To provide the Committee additional perspectives, frameworks, or context with which to interpret accurately and appropriately the discipline-specific evidence presented by the candidate under Article 21.11, a confidential letter of evaluation from an approved external referee is required when tenure is under consideration for faculty members appointed on or after July 1, 2008. In identifying this referee, members shall avoid conflicts of interest as defined in Article 18 (Conflict of Interest).

If the candidate and the Department can agree on a list of appropriate external referees, they shall provide that list to the Dean who shall select a referee. If the Department and the candidate cannot agree, both shall submit lists from which the Dean shall select two (2) referees, one (1) from the candidate's list and one (1) from that of the Department. The Dean shall solicit a letter(s) from the chosen referees and submit the letter(s) directly to the University Committee on Promotion and Tenure.

- e. The Department meeting, *in camera* without the candidate, shall consider the application. When the Departmental Committee requires further information or is considering a negative decision, the candidate shall be informed in writing of the specific questions or concerns raised by members of the Department, and shall be afforded the opportunity to provide additional information in writing and/or in person at a department meeting. The candidate may be accompanied by a Union representative when appearing at such a meeting.
- f. The Department shall subsequently meet, *in camera* without the candidate, to further discuss the application, and to vote by secret ballot (Article 16.03 (c) – Departmental and Centre Committees) on the tenure question. Only full-time tenured or probationary faculty members may vote (Article 16.03 (c) – Departmental and Centre Committees). The procedure for voting on the tenure question shall be as follows: First, the Department shall vote on a separate

ballot on the question of whether or not the faculty member should be granted tenure, effective July 1 following the date of his/her application. A member who is unable to attend the meeting at which the vote on tenure will take place may submit a sealed ballot to the Chair who shall include the ballot in the counting process for this first vote at the meeting. When more than one candidate is to be considered, a separate, sealed ballot must be submitted for each case. If the first vote is positive, then the voting on tenure is deemed to be complete at this point. However, if the first vote is negative and the faculty member is eligible for "deferral of tenure" as defined in Article 21.20, the Department shall vote by a separate ballot on the question of whether or not the faculty member is to undergo a further probationary period, not to exceed two (2) years. A member who is unable to attend the meeting at which the vote on tenure will take place may submit a sealed ballot for this second possible vote to the Chair who shall include the ballot in the counting process for this second vote at the meeting. When more than one candidate is to be considered, a separate, sealed ballot must be submitted for each case.

- g. The final decision of the Departmental Committee and the results of each separate vote shall be recorded. The Chair shall inform the candidate in a timely manner in writing of the reasons for the decision and of any specific concerns expressed by one (1) or more members during the meeting.
- h. Following the meeting at which the vote on tenure has taken place, a voting member may submit to the Dean, in confidence, written comments about a candidate's application. Such written submissions must be signed to ensure that the comments have come from an appropriate source. The Dean shall include such written submissions, with the name and signature of the individuals who submitted them removed so as to make the source of the submissions anonymous, in the candidate's dossier that is forwarded to the University Committee.
- i. The Chair of the Department shall forward the majority opinion of the Department, the minority opinion, if any, and the recorded final votes, to the Dean, who, in turn, shall forward this material to the University Committee on Promotion and Tenure. If the Dean has a question about a particular recommendation, he/she shall discuss the matter with the candidate and the Chair.

21.18 University Committee on Promotion and Tenure: Procedures for Tenure

- a. The Deans shall solicit submissions from departments encouraging a consistent and orderly assembling of thorough individual dossiers which will facilitate discussion of candidates' applications.

- b. The Committee shall consider all submissions forwarded through the Deans, including cases in which the Department has not recommended tenure, unless the candidates have withdrawn their applications.
- c. The Committee shall then consult the appropriate Dean on each candidate's application.
- d. Where the Committee requires further information or is considering a negative decision, the candidate and the Chair of the Department shall be informed in writing by the appropriate Dean of the specific questions or concerns to be addressed. The candidate and the Chair of the Department shall be invited to appear before the Committee, either separately or together, as they desire. The candidate shall have the right to submit further information, in writing and/or in person, to be accompanied and/or represented by the Union, and to add additional documentation to his/her dossier up to the time of the further information hearing with the Committee. The candidate must be made aware in advance and in writing of all factors that have drawn the application into question and must have an opportunity to address those issues. The Committee will hold a recorded vote of all members of the Committee following this information hearing.
- e. The Committee's recommendation, along with the reasons for such a recommendation, shall be forwarded to the President.

21.19 Decision of the President: Procedures for Tenure

- a. Upon receipt of a recommendation from the Committee, the President shall notify the candidate, the Department Chair and the Dean of his/her decision in writing within six (6) weeks. This decision must be one of the following:
 - i. The faculty member is to be granted tenure, effective July 1 following the date of the application;
 - ii. the faculty member is to undergo a further probationary period, not to exceed two (2) years (see Article 21.20); or
 - iii. the faculty member shall not be reappointed following the expiration of the present appointment, subject to the provisions of Article 19.09 (b)(v) and 19.09 (b)(vi) – Appointment of Faculty Members.
- b. If the decision is to defer or to deny tenure, the President shall specify in writing to the candidate the reasons, based on the recommendation of the University Committee on Promotion and Tenure.
- c. The candidate may appeal the decision of the President to the Appeals Committee as established in Article 21A.01 (Promotion and Tenure Appeals).

21.20 Deferral of Tenure

- a. The decision that the faculty member is to undergo a further probationary period, commonly known as “deferral of tenure,” shall be understood as action to encourage the candidate's further progress toward tenure and not as a first step toward denial.
- b. Deferral of tenure automatically means renewal for the member involved.
- c. The maximum number of deferrals of tenure which shall be allowed any faculty member is two (2). However, it should not be construed that two (2) deferrals are the norm. The period of deferral in the first case shall not exceed two (2) years. The period of deferral in the second case shall not exceed one (1) year. In the event of a denial of tenure following two (2) previous deferrals, the faculty member concerned shall be subject to termination of employment upon the greater of one (1) year's notice or notice that termination of employment shall occur on June 30 of the following calendar year.
- d. A faculty member who has been granted deferral of tenure under Article 21.20 will normally be reconsidered for tenure, or possible further deferral if appropriate under Article 21.20 (c), by the University Committee on Promotion and Tenure in the final year of a two (2) year deferral or in the year of deferral in the case of a one (1) year deferral. A faculty member who does not wish to apply for tenure or further possible deferral at the specified time would not be required to apply to be reconsidered by the University Committee on Promotion and Tenure. Under such circumstances, the faculty member's employment will be terminated effective the end of the current contract.

ARTICLE 21A – PROMOTION AND TENURE APPEALS

21A.01 The Appeals Committee

- a. The Appeals Committee shall consist of:
 - i. Six (6) faculty members, one (1) from each Faculty. Each faculty member on the Appeals Committee must be tenured and hold the rank of Associate Professor or Professor.
 - ii. Two (2) professional librarian members. Each professional librarian member on the Appeals Committee must have permanent status and hold the rank of Librarian III or IV.
- b. The Appeals Committee will be represented by gender and members will be appointed jointly by the President of the University and the President of the Union. The terms shall be for two (2) years, with three (3) of the faculty members and one (1) of the professional librarian members completing their terms each year. Vacancies on the Committee shall be filled by the President of the University and the President of the Union, jointly. The Appeals Committee shall elect a chair from among themselves.

21A.02 Appeal Procedures

- a. An appeal dealing with a deferral of tenure or a denial of promotion is a reconsideration of the recommendation of the University Committee on Promotion and Tenure. The appeal will be based on the information that was available to the Promotion and Tenure Committee at the time it made its final recommendation and the decision of the President. This is not a *de novo* review of the application for promotion based on a new dossier.
- b. In the case of an appeal dealing with denial of tenure, any new information shall be considered by the Appeals Committee. An appeal of denial of tenure is a *de novo* review of the application.
- c. Prior to the consideration of dossiers, the Appeals Committee shall meet to review the provisions of Articles 21 (Promotion And Tenure: Provisions For Full-Time Faculty) and 21A (Promotion And Tenure Appeals). This review shall include discussion of the criteria and evidence upon which tenure and promotion decisions are made and the diverse forms of scholarship that exist across the University.

21A.03 Appeal Procedures

- a. A brief written Notice of Appeal must be submitted to the Secretary of the University within six (6) weeks of receiving the decision of the President

regarding the member's application for promotion and/or tenure. The Notice of Appeal must include the grounds for such an appeal.

- b. The Secretary to the University will send to the appellant a written acknowledgement of receiving the Notice of Appeal, which will include reference to these procedures and notice that BUFA has been given a complete listing of the applications and final recommendations of the Promotion and Tenure Committee considered at the same time. Further, the listing given to BUFA will provide the final recommendation made by the University Committee on Promotion and Tenure on each application.
- c. The Secretary to the University will send to the President of the University and the Chair of the Promotion and Tenure Committee a copy of the Notice of Appeal.
- d. The Secretary to the University will convene a meeting of the Appeals Committee within one month of receiving the Notice of Appeal.
- e. The Appeals Committee will strike a Hearing Panel to hear the appeal as follows:
 - i. The Hearing Panel will be determined by the Appeals Committee that is in place on July 1 following the President's letter to the member.
 - ii. In the case of an appeal from a faculty member, the Hearing Panel shall be composed of at least five (5) faculty members of the Appeals Committee who shall elect a chair from among themselves.
 - iii. In the case of an appeal from a professional librarian member, the Hearing Panel shall be composed of two (2) professional librarian members and at least three (3) faculty members, all of whom are from the Appeals Committee, who shall elect a chair from among themselves.
 - iv. In the case of an appeal dealing with promotion to Librarian IV, a current Librarian IV should serve on the Hearing Panel (see Article 22.08 (c) (Permanency and Promotion for Professional Librarian Members). If there is no Librarian IV on the Appeals Committee, the President of the University and the President of the Union shall jointly appoint a Librarian IV to serve on the Hearing Panel.
 - v. The Hearing Panel must not include a member of the appellant's Department or for whom there exists a conflict of interest as defined in Article 18 (Conflict of Interest).
- f. The Provost and Vice-President, Academic will appoint a secretary to the Hearing Panel. Because the secretary to the Hearing Panel is an employee of the University, and therefore an employee of one of the parties to the appeal, he/she must not provide the Hearing Panel any opinion about appeals procedure or the matter under appeal.

- g. If deemed necessary by the Hearing Panel, the University will provide counsel to assist in the consideration of the appeal. When such counsel meets with the Hearing Panel, both parties may have an observer in attendance.
- h. The appellant and President shall notify the Secretary to the University if they intend to be assisted and/or represented by an advisor and, if so, to identify the advisor.
- i. The Secretary to the University will make the following information available to the Hearing Panel, the appellant, and the appellant's advisor within two (2) weeks of the Notice of Appeal:
 - i. a copy of the final report of the Chair of the University Committee on Promotion and Tenure;
 - ii. copies of all portions of minutes pertaining to the case being appealed;
 - iii. the appellant's dossier as presented to the University Committee on Promotion and Tenure, including any information presented up to the time that the Committee made its final decision;
 - iv. a copy of the President's letter to the appellant (reasons for the final decision);
 - v. the dossiers of all of the candidates considered for promotion and tenure at the same time as the appellant; and
 - vi. all other relevant materials related to the case being appealed.
- j. Dossiers processed by the University Committee on Promotion and Tenure in the same year as the appellant's application for promotion or tenure will be made available to the appellant through the Secretary to the University. The appellant may review these dossiers in the Office of the Secretary to the University and may request copies of any of these dossiers, in whole or in part. The Secretary to the University shall provide such copies in a timely manner. In the case of confidential letters, identifying names will be deleted prior to copying. The appellant will treat the material and information from the dossiers, whether copied or not, as confidential, and may only discuss such information with their advisor and the Hearing Panel. At the end of the appeal, all materials obtained from the Secretary to the University will be returned to the Secretary for shredding. Both the appellant's advisor and President's advisor shall be granted access to the dossiers identified above.
- k. The parties acknowledge that access to dossiers of other candidates during an appeal is consistent with Article 36.06 (Access to Files) and that the Union will not file complaints or grievances under Article 10 (Complaints, Grievances and Arbitration) concerning the use of dossiers, as described in this Article, from faculty whose dossiers are used as part of an appeal.

- l. Within two (2) weeks of being provided with all the materials described in 21A.03 (i), the appellant must submit a written Appeal document to the Chair of the Hearing Panel, detailing the grounds for his/her appeal.
- m. In cases where the President has reversed a positive recommendation of the University Committee on Promotion and Tenure, the President shall provide a full written statement of the grounds for his/her decision to the Hearing Panel, the appellant, and the appellant's advisor.
- n. Written notice of the Appeal Hearing, including a statement of the issues to be heard by the Hearing Panel, and who, if anyone, will be acting as advisors to the appellant and to the President, shall be sent to all parties at least ten (10) days prior to the Appeal Hearing(s).
- o. If there is a change in advisors, either within the ten (10) days leading up to the Appeal Hearing, or during the hearing process, the other party has the right to require a ten (10) day adjournment of proceeding.

21A.04 The Appeal Hearing

- a. The Appeal Hearing will be a confidential hearing open only to those who are a party to the proceedings. Specifically, those who are party to the hearing are as follows:
 - i. the members of the Hearing Panel;
 - ii. the appellant;
 - iii. the appellant's advisor;
 - iv. the President (or his/her designate);
 - v. the President's advisor;
 - vi. the secretary to the Hearing Panel; and
 - vii. two (2) observers, one (1) appointed by the Union and one (1) appointed by the University.

Where a party chooses not to attend, the Hearing Panel will decide if it is appropriate to proceed in that party's absence. If the Hearing Panel proceeds, it will provide at least ten (10) days written notice of any further proceedings.

21A.05 Preliminary Matters

- a. The Chair will read the Notice of Hearing into the record.
- b. The Chair will ask for acknowledgement from the parties that each received the Notice of Hearing and that it properly set out the issue(s) to be heard by the Hearing Panel.

- c. If the receipt of Notice of Hearing is not acknowledged, the secretary to the Hearing Panel will be asked to give evidence regarding the mailing of the Notice.
- d. The Chair of the Hearing Panel will ask each party if it has any objections to the constitution of the Hearing Panel. Responses will be noted and recorded. If an objection is raised, the party raising the objection will be asked to immediately outline the objection. The Hearing Panel will then determine the merits of the objection.

21A.06 Presentation of an Appeal

- a. The appeal will be conducted by each party making its submissions.
- b. If the appeal follows the President's decision to reverse a positive recommendation of the Committee on Promotion and Tenure, the onus will be on the President to defend his/her decision. If the appeal follows a negative recommendation of the Committee on Promotion and Tenure, the onus will be on the appellant to demonstrate his/her appeal should be granted.
- c. The party bearing the onus shall proceed first in its argument, followed by the other party. The party bearing the onus shall then have the right to reply.
- d. Members of the Hearing Panel are free to ask questions of either party at any time during the hearing.
- e. If either party wishes to introduce evidence, as distinguished from making submissions to the Hearing Panel as to how the appeal should be determined, the party wishing to introduce evidence shall give the other party at least ten (10) days notice of such prior to the date of the appeal. The notice shall set out the material facts upon which it intends to rely.
- f. Circumstances may arise where relevant information to the appeal becomes available to one of the parties in the days preceding or during the Appeal Hearing. In such cases, the other party has the right to be informed in a timely manner of this new information and may request a further ten (10) days to respond. The party receiving notification of new information may waive or reduce the ten (10) day time limit.

21A.07 Panel Deliberation and Notification

- a. Upon conclusion of the Hearing, the Chair of the Hearing Panel will assure a prompt and careful consideration of the submissions made by both parties.

- b. The Hearing Panel may reconvene the Hearing (with all parties present) to request further information and clarification.
- c. The Hearing Panel will reach a decision within ten (10) days of the final Hearing date. Hearing Panel members who have been absent from the Appeal Hearing are not eligible to participate in the deliberation or the decision of the Hearing Panel.
- d. The Hearing Panel shall decide, by majority vote with all eligible members voting, that the decision of the President shall stand or that the decision of the President shall be reversed. There must be a minimum of five (5) Hearing Panel members voting on the appeal.
- e. The decision of the Hearing Panel shall be final and binding and can only be subject to grievance on the basis of one or more alleged violations of (1) procedures (Article 21 – Promotion and Tenure: Provisions for Full-Time Faculty; and Article 21A); (2) Article 11 (Academic Freedom); or (3) Article 7 (No Discrimination). If the decision of the Hearing Panel is to be grieved, notice of grievance must be filed within twenty (20) working days of the Hearing Panel’s communicating its decision to the appellant and the Union. Such grievance would commence at stage two of the grievance procedure.
- f. The Hearing Panel will normally advise the parties of its decision within seven (7) days of reaching the decision. The notification will be in writing and will contain the reasons for the decision.

21A.08 Timing

An appeal will normally be concluded by December 31 of the year in which the appeal was filed.

21A.09 Exceptions to the Procedures

In the interest of an expeditious process, parts of the appeals process can be waived with the agreement of both parties.

ARTICLE 22 – PERMANENCY AND PROMOTION FOR PROFESSIONAL LIBRARIAN MEMBERS

22.01 Criteria for Permanent Appointment and Promotion

- a. Permanency shall be granted primarily on the basis of effective professional practice during the probationary period and clear promise of continuing intellectual and professional development. All relevant criteria shall be applied to candidates for permanent appointment and promotion, but they will be applied in progressively more exacting degrees depending upon the rank for which the candidate is being considered. Permanent appointment is not tied to the achievement of a particular rank. Decisions on permanent appointment or promotion are based on the materials specified in Articles 22.04, 22.05 and 22.06, including any additional materials that the candidate adds to the dossier before the Committee's recommendation to the University Librarian is made.

If permanency is granted upon initial appointment, the decision will be based on the same criteria and committee review as all permanent appointment evaluations.

The criteria used for permanent appointment and promotion decisions, applied as appropriate to the individual member's position, shall include the following:

- i. effective professional performance in the field of library and information science;
 - ii. service to the University, the Union, the profession, and the community; and
 - iii. scholarly activity.
- b. In evaluating a professional librarian member's eligibility for permanent appointment or promotion, attention shall be given primarily:
 - i. to the effectiveness of that individual's performance in the provision of professional services for the University Library; and secondarily:
 - ii. to the quality of the member's overall service to the University, the Union, the profession, and the community; and
 - iii. to the quality of the member's scholarly activities.
 - c. The promotion decision is based on the achievements of the candidate in the areas specified in this Article. The permanency decision is based on the achievements of the candidate but also on a clear promise of continuing professional and scholarly development considering the candidate's record to date.

- d. The holding of any given rank is not tied to the holding of any given administrative position.

22.02 **Criteria – Definitions**

- a. Evidence used to demonstrate effective professional performance in the field of library and information science.

Demonstrated competence in performance at a professional and academic level in areas which enable the professional librarian member to contribute to the educational, research and service mission of the University. While the following activities do not form an exhaustive list, they do serve as indicators of excellence and achievement in performance:

- i. effectively applying knowledge and professional expertise to a position's responsibilities;
- ii. initiating, planning, innovating, organizing and concluding work effectively;
- iii. communicating, collaborating and interacting effectively with students, faculty and other members of the University community;
- iv. exercising sound judgment in decision-making;
- v. adapting to and integrating new methods and technologies in the provision of library service; and
- vi. relating position responsibilities to the overall goals of the Library and the University.

Areas of performance include the duties documented in the candidate's job description and relevant areas of professional practice outlined in 13.03 (a).

- b. Evidence used to demonstrate quality of service to the University, the Union, the profession, and the community may include the following:

- i. participation in University and Union committees;
- ii. consulting or service as a member of a team of experts, task force, or review committee;
- iii. public presentations, lectures or workshops;
- iv. committee memberships or offices held in professional organizations;
- v. organization of and contribution to professional meetings, seminars, institutes, or similar meetings;
- vi. professional expertise used in service to the community at large.

- c. Scholarly activity

Evidence used to demonstrate the quality of scholarly activity in the field of library and information science or other areas as specified in the member's job

description. Scholarly activity may include the following items, with relative weighting as appropriate:

- i. the publication of books, bibliographic work, case studies, monographs, and contributions to edited books;
- ii. papers in peer refereed journals;
- iii. papers delivered at professional meetings;
- iv. papers in edited professional publications;
- v. participation in panels;
- vi. editorial and refereeing duties;
- vii. creative works;
- viii. contributions to the development of software, hardware or technologies appropriate to the discipline or field;
- ix. attempting to secure funding for research, scholarship and creative activities as appropriate for a discipline or field;
- x. other scholarship appropriate to the discipline, as evidenced by the candidate's depth and breadth of knowledge and general contributions to the research life of the University;
- xi. obtaining a degree, certificate or diploma in library and information science or other academic discipline related to the member's assigned areas of specialization, beyond the qualifications previously held;
- xii. the successful completion of additional credit courses in library and information science, in the area(s) of academic specialization as specified in the member's job description, or in a related field;
- xiii. obtaining a degree, certificate or diploma in a subject area beyond the qualifications previously held; the successful completion of credit courses.

22.03 Requirements by Rank

- a. An application for permanency from a professional librarian member with a rank of Librarian I shall be evaluated primarily on the effectiveness of that individual's performance in the provision of professional services for the University Library. Particular attention shall be given to the quality of the candidate's performance of duties outlined in his/her job description. A successful outcome for the permanency application shall also be deemed to be a successful outcome for promotion to the rank of Librarian II as in Article 22.05(b).
- b. Promotion to the Librarian III or IV rank must always depend upon the criteria noted in Article 22.03 (c) or 22.03 (d) and in no case shall depend upon years of service alone
- c. A professional librarian member holding the rank of Librarian II is normally eligible to be considered for promotion upon the completion of four (4) years' service at that rank. If promotion is granted, it shall be effective the first of the

month after the application is received. Promotion to Librarian III must always be based upon demonstrated competence and consistent achievement in the performance of the member's professional responsibilities pursuant to Article 22.02 (a). Although effective professional performance in the field of library and information science is the primary criterion, a candidate's case may be strengthened by evidence of service to the University, the profession, and the community pursuant to Article 22.02 (b), and/or scholarly activity pursuant to Article 22.02 (c). In exceptional cases, a professional librarian who has a sustained record of demonstrated excellence in the performance of his/her duties, pursuant to Article 22.02 (a), may apply for permanence and promotion simultaneously at any time after serving a minimum of eighteen (18) months of a probationary appointment. Promotion to Librarian III will not be granted prior to the awarding of permanence.

- d. A professional librarian member holding the rank of Librarian III is eligible to be considered for promotion upon the completion of five (5) years' service at that rank. If promotion is granted, it shall be effective the first of the month after the application is received. The primary criteria for promotion to the rank of Librarian IV are a sustained record of demonstrated excellence and distinguished performance in the field of library and information science pursuant to Article 22.02 (a), with clear evidence of breadth and depth of knowledge in this field and the area of academic specialization. The candidate must exhibit evidence of a substantial extension of the record on which promotion to Librarian III was based. A candidate's application may be strengthened by a record of excellence in service to the University, the Union, the profession, and the community pursuant to Article 22.02 (b), and/or substantial scholarly activity in the field of library and information science or area of academic specialization pursuant to Article 22.02 (c). Such service and scholarly activity must be in addition to that considered at the time of promotion to the rank of Librarian III. Service and scholarly activity, alone or in combination, are an inadequate basis for promotion in the absence of demonstrated excellence in the performance of the candidate's primary responsibility. An application will be strengthened by evidence of recognition of the candidate's achievements beyond the Brock University community.

22.04 Application for Permanent Appointment

- a. A professional librarian member holding a probationary appointment shall be considered for permanent appointment in the course of the second year of employment.
- b. No later than six (6) months prior to the end of the probationary period, the University Librarian shall so notify the member and the Library Council, the notification to include the date by which application must be made.

- c. An application for permanent appointment shall be made in writing by the candidate and be sent to the University Librarian. The application shall be accompanied by a dossier consisting of a *curriculum vitae* and any other documentation which the member wishes to submit as evidence of fulfilling the criteria specified in Article 22.01 (a).
- d. The dossier shall be forwarded to the Chair of the Library Council together with copies of the periodic reviews completed in the sixth (6th), twelfth (12th), and eighteenth (18th) month of the probationary period by the candidate's supervisor.

22.05 Application for Promotion

- a. With the exception of promotion described in Article 22.05 (b), application for promotion shall be initiated by the individual professional librarian member.
- b. When a professional librarian member holding a probationary appointment at the Librarian I rank is granted a permanent appointment, the member shall be promoted to the rank of Librarian II.
- c. With the exception noted in Article 22.05 (b), a professional librarian member shall not be considered for promotion without the member's consent and may withdraw from consideration at any time in the process.
- d. An application for promotion to Librarian III or Librarian IV shall be made in writing by the candidate and be sent to the University Librarian. The application shall be accompanied by a dossier consisting of a *curriculum vitae*, copies of the annual performance reviews for the last four (4) years in the case of application for promotion to Librarian III, and for the last five (5) years in the case of application for promotion to Librarian IV, and any other documentation which the candidate wishes to submit as evidence of fulfilling the criteria specified in Article 22.03 (c) or 22.03 (d), as appropriate. The dossier shall be forwarded by the University Librarian to the Library Council.

22.06 Library Council Procedures for Permanent Appointment and Promotion

- a. The Library Council shall develop procedures for permanent appointments and promotions within the following guidelines and such procedures shall be published and reported to the Union.
- b. A member may withdraw his/her name from consideration at any time in the process.
- c. The candidate shall be excused from the consultation at every stage, unless called upon to provide information or clarification of information.

- d. When a candidate is seeking promotion to Librarian III, confidential reports of at least two (2) referees, one (1) of whom shall be external to the University Library, are required.
- e. Confidential reports of at least three (3) approved referees external to the University Library are required when promotion to Librarian IV is under consideration. When proposing referees, the candidate will report on any conflicts of interest, as defined in Article 18 (Conflict of Interest). If the candidate and the Library Council can agree on a list of appropriate external referees, the University Librarian shall choose three (3) from that list and the entire list shall be made available to the Library Council. If the Library Council and the candidate cannot agree, both shall submit lists from which the University Librarian shall select four (4), two (2) from the candidate's list and two (2) from that of the Library Council.
- f. The University Librarian shall solicit reports from the chosen referees for candidates seeking promotion to Librarian III and Librarian IV and submit such reports directly to the Library Promotion and Permanence Committee. The Committee may seek information from additional external referees chosen from the lists submitted above. When writing to any referee, the University Librarian shall include:
 - i. a copy of the dossier submitted by the candidate; and
 - ii. a copy of Article 22.

Each referee shall be asked to comment on the candidate's professional performance and capabilities on the basis of the referee's knowledge of the candidate's work and/or of the documentation submitted by the candidate, and to provide a supporting rationale for the appraisal, relating the appraisal to the criteria for promotion.

- g. The Library Council, meeting *in camera* without the candidate, members of the Library Promotion and Permanence Committee and the University Librarian, shall consider the application for permanence or promotion. Where a case appears problematic, the candidate shall be informed in writing of the specific concerns raised and shall be afforded the opportunity to provide additional information in writing and/or in person at a Library Council meeting. The candidate may be accompanied by a Union representative when appearing at such a meeting.
- h. The Library Council shall subsequently meet, *in camera* without the candidate, to further discuss the application and to vote on the permanent appointment or promotion. Notwithstanding that Associate University Librarians are *ex officio* members, they shall not vote. In response to an application for permanent appointment, the Library Council shall make its

recommendation according to the terms of Article 22.07 (b). The decision and vote shall be recorded. The Chair of Library Council shall inform the candidate in writing of the reasons for the recommendation, and of any specific concerns expressed by one (1) or more members of the Council during the meeting. Members shall defer the return of confidential individual ballots (as noted in Article 22.06 (k)) until after the results of all votes have been recorded.

- i. The Chair of Library Council shall forward the recommendation of the Council, the recorded vote and the minority view, if any, to the candidate and the University Librarian. If the University Librarian has a question about a particular submission, he/she shall discuss the matter with the candidate and the Chair of Library Council.
- j. If the decision is against recommending promotion, the candidate may withdraw his/her name from further consideration or may choose to go forward to the Library Promotion and Permanence Committee.
- k. After the Library Council votes have been recorded and forwarded to the University Librarian, the University Librarian will solicit from members of the Library Council confidential individual ballots. The University Librarian will summarize the results of the ballots and forward to the Library Promotion and Permanence Committee all of the ballots and the prepared summary.

22.07 Committee Procedures for Permanent Appointment and Promotion

- a. The Library Promotion and Permanence Committee shall meet *in camera* without the candidate to discuss an application for permanency or promotion. The Committee shall consider:
 - i. the dossier submitted by the candidate;
 - ii. the responses from the referees, if applicable;
 - iii. the candidate's annual performance reviews completed since the candidate's previous promotion; and
 - iv. the recommendation of Library Council.
- b. In response to an application for permanent appointment the Committee may recommend one of the following:
 - i. that permanent appointment be granted at the Librarian II rank, or at the member's current rank, when the initial appointment was at a rank above Librarian II;
 - ii. that the probationary period be extended for a maximum of twelve (12) months; or

- iii. that employment be terminated at the end of the twenty-fourth (24th) or thirty-sixth (36th) month, as appropriate, with the candidate being given at least three (3) months' prior notice.
- c. The Chair shall forward the recommendation of the Committee, together with supporting reasons, the recorded vote and the minority view, if any, to the University Librarian together with all pertinent documentation.
- d. If the recommendation appears problematic, the University Librarian may consult with the Library Promotion and Permanence Committee to resolve any concerns. If informal consultations fail to resolve the matter, the University Librarian may formally request a reconsideration by the Committee, giving written reasons explaining why the original recommendation was thought unacceptable. The Committee will reconsider, and then shall give to the University Librarian a written statement of its recommendation and its reasons therefor.
- e. In the case of a continuing disagreement on the recommendation between the Committee and the University Librarian which cannot be resolved with further consultation, both the Committee's recommendation and the dissenting view of the University Librarian shall be forwarded to the Provost and Vice-President, Academic for review and decision.

22.08 Decision of the Provost and Vice-President, Academic

- a. Upon receipt of a recommendation relating to permanent appointment or promotion, the Provost and Vice-President, Academic shall communicate his/her decision, in writing, to the candidate and to the University Librarian.
- b. If the decision of the Provost and Vice-President, Academic is to extend the probationary period or to deny permanent appointment or promotion, the Provost and Vice-President, Academic shall specify the reasons, in writing, to the candidate, the University Librarian and the Union.
- c. Appeals of decisions on permanency and promotion for professional librarian members shall be referred to the Promotion and Tenure Appeals Committee, following the procedures specified in Article 21A (Promotion and Tenure Appeals). For any appeal by a professional librarian member, the Hearing Panel shall comprise three (3) faculty members from the Appeals Committee and two (2) professional librarian members with permanent appointments at the Librarian III or IV rank. In the case of an appeal against denial of promotion to Librarian IV, at least one (1) of the professional librarian members of the Hearing Panel must hold the rank of Librarian IV.
- d. For the purposes of this procedure, denial of permanency shall be subject to the same procedures as denial of tenure.

- e. The decision of the Hearing Panel shall be final and binding, subject to the right to grieve on the basis of alleged violation of procedures or of Article 11 (Academic Freedom) or 7 (No Discrimination) within twenty (20) working days of the Hearing Panel's having communicated its decision to the appellant and the Union. Such a grievance would commence at stage two of the grievance procedure.

ARTICLE 22A – RETIREMENT

22A.01 Mandatory retirement in the Province of Ontario was eliminated effective December 12, 2006, allowing members of the Bargaining Unit to work past the age of sixty-five (65).

22A.02 The terms of the long term disability benefit (LTD) coverage available to Bargaining Unit members do not extend past the June 30 immediately following a member's sixty-fifth (65th) birthday. Accordingly, members of the Bargaining Unit who work beyond the June 30 following their sixty-fifth (65th) birthday are not eligible for LTD benefit coverage.

22A.03 The Brock University Pension Plan (BUPP), the Canadian Income Tax Act and other relevant statutes govern the administration of the pension plan, including the right of Bargaining Unit members to participate in the pension plan. Accordingly, members of the Bargaining Unit who work beyond age sixty-five (65) are eligible to participate in the pension plan in accordance with and to the extent allowed by the terms of the BUPP, the Canadian Income Tax Act, and other relevant statutes.

22A.04 Phased Retirement

- a. Eligibility: Full-time faculty and librarian members (known hereafter as participants) are eligible to take advantage of phased retirement providing that the member is: (1) sixty (60) to sixty-seven (67) years old; and (2) has at least ten (10) full years of service at Brock University. This means that the member is not eligible to start the phased-in program before the age of sixty (60), but may declare in advance of age sixty (60) that he/she intends to take advantage.
- b. Phased Retirement must only commence on July 1.
- c. Participants choosing to enter the phased retirement program must give written notice to their Dean or University Librarian, as appropriate, at least twelve (12) months in advance of the date on which they plan to begin phased retirement.
- d. Participants shall phase in their retirement over a three year period. Their responsibilities over this three year period shall be between 150% and 200% of a full-time annual workload, with a minimum workload of 25% and a maximum workload of 75% in any one of the three (3) years. Participants will continue the full range of their normal duties (teaching, research/scholarly/creative activity, and service) as agreed with the Dean. Duties will be proportionate to the member's percentage workload in each year of the three year period, except in the case of professional librarian members whose workload shall consist exclusively of professional practice

(see Article 25.01 (b)(i) – Workload for Professional Librarian Members).
At the end of the three year phased-in period, the participants must retire.

- e. Notice of participation in the phased retirement program, and the agreed to phased retirement agreement must include the workload in each year and how the participants will accept their retirement allowance.

Once agreed to, these arrangements and the participant's choice to phase-in his/her retirement shall be irrevocable except under the following circumstances:

- i. If the participant qualifies for long-term disability benefits during the phased retirement program, he/she may opt out of the phased retirement program and retire instead of receiving long-term disability benefits. In this case, the member's phased retirement supplement shall be pro-rated to reflect the proportion of the three-year phased retirement period worked before retirement; or
 - ii. Upon request of a participant, the Dean may approve retirement before the end of the phased retirement period. If approval is granted by the Dean or University Librarian, as appropriate, the member's phased retirement supplement shall be pro-rated to reflect the proportion of the three-year phased retirement period worked before retirement.
- f. A participant's nominal salary is the salary that would have been received if the member was not participating in phased retirement. Throughout the period of phased retirement, the participant's nominal salary will be adjusted by any salary increase for which the member is eligible under the Collective Agreement.

A participant's actual salary during the three-year phased retirement period will be a pro-rated proportion of his/her nominal salary, concomitant with the reduced workload in each year.

- g. If a participant is a member of the Brock University Pension Plan (BUPP), he/she has the option to contribute to the BUPP based on his/her nominal or actual salary. The corresponding contribution made by the University, in accordance with the BUPP, will also be based on the option elected by the member.
- h. Sick leave, extended short-term sick leave, and long-term disability will be paid on the basis of the participant's actual salary in each year of the phased retirement. Long-term disability benefits will be payable only up to the participant's retirement date, subject to the restriction in Article 22A.02.

All other benefits (including professional development reimbursement) will continue as though the participant has a full-time workload and will be

based on his/her nominal salary in each year of the phased retirement program.

- i. Participants will not accumulate years of service toward, nor are members eligible to take, academic leaves while participating in the phased retirement program.
- j. Participants shall receive a phased retirement supplement equal to 75% of the nominal annual salary that they received in the year immediately before their participation in phased retirement.

In the notice of participation in the phased retirement program, the participant shall indicate how the phased retirement supplement is to be allocated over the three (3) years of his/her phased retirement plan. The supplement may be paid in one, two, or three installments, understanding that any amount paid before retirement must be reported as T4 income in accordance with CRA rules. In no case shall the member elect to receive a proportion of the supplement that, when combined with actual salary for the year, exceeds the member's nominal salary for that year.

ARTICLE 23 – DISMISSAL

- 23.01 "Dismissal" means the termination of an appointment by the University without the consent of the member, before the end of the appointment period, and shall be only for just cause, and shall not be for reasons of program change or deletion. The non-renewal of a contractually limited appointment or a probationary appointment, a decision not to grant tenure or permanency, retirement, or a lay-off pursuant to this Agreement do not constitute dismissal.
- 23.02 "Just cause" for dismissal shall be predicated upon misdeeds that are serious and that directly show a member is unfit, or unwilling (i.e. repeated demonstrated failure) to discharge his/her responsibilities as defined in Article 12 (Rights and Responsibilities of Faculty Members) or Article 13 (Rights and Responsibilities of Professional Librarian Members).
- 23.03 Medical inability to carry out reasonable duties shall not be grounds for dismissal but shall be treated separately from dismissal cases. Article 34.08 (b) through Article 34.08 (d) (Leaves) shall apply in the case of a person so afflicted.

Procedures:

- 23.04 The President shall initiate dismissal procedures by notifying the member and the Union in writing to meet with him/her in the presence of the appropriate Dean or the University Librarian, no earlier than seven (7) days and no later than fourteen (14) days after such notification. Such notification shall include a summary of the evidence supporting the allegation, reference to all pertinent information in this Agreement and in any other relevant documents of the University, and the identity of any witnesses upon whose testimony the University intends to rely. The Union shall be granted access to review and copy at the Union's expense any documents referred to in the notification prior to the member meeting with the University. In this and in all further proceedings, the affected member shall have the right to be represented by the Union. The Union shall have the right to be represented at such meetings, and it may choose to be represented by legal counsel. However, if it intends to use legal counsel, it will inform the University of its intention one (1) week in advance. This requirement may be waived by the University. An attempt shall be made at this initial meeting to resolve the matter in a manner satisfactory to all concerned.
- 23.05 If the member fails to appear at the meeting provided for in Article 23.04, or if no satisfactory resolution is reached at the meeting, and if the President chooses to pursue the matter, the President shall inform the member and the Union in writing of the charges against him/her by receipted mail at the member's last known postal address on file in the University's Human Resource office, no later than twenty-one (21) days after the meeting, in enough detail to allow the member to prepare his/her defense. Failure of the President to inform the member of the

charges against him/her within the designated time period shall result in the termination of the dismissal proceedings.

- 23.06 If the Union wishes to contest a member's dismissal, it shall so indicate to the President in writing within twenty-one (21) days of the member's receiving the written charges. If the dismissal is not contested, the University may dismiss the member.
- 23.07 Resolution of a contested dismissal shall commence at the arbitration stage of the grievance procedure, as set out in Article 10 (Complaints, Grievances and Arbitration), and shall be subject to the following additional provisions:
- a. Having written to the member informing him/her of the charges, the President may, by written notice for stated cause, relieve the member of some or all of his/her professional duties until the single arbitrator or arbitration panel has made its decision or until such earlier time as the President may deem appropriate. The member shall have access to the Union. Other terms and conditions of the suspension from professional duties will be specified in the letter. Salary and benefits shall continue throughout the period of such suspension (See Article 10.10 – Complaints, Grievances and Arbitration).
 - b. The decision of the single arbitrator or arbitration panel shall conclude either:
 - i. that just cause for dismissal has not been shown; or
 - ii. that just cause for dismissal has been shown; or
 - iii. that just cause for disciplinary action other than dismissal has been shown.
 - c. In the event that the arbitrator or panel finds just cause for disciplinary action, the arbitrator or panel shall decide upon the nature of that action.
 - d. The arbitrator or panel shall have the duty and the power to adjudicate all matters in dispute including questions of the arbitrability of an issue. In particular, the arbitrator or panel shall not be barred from hearing a case on the basis of a technical irregularity.

ARTICLE 24 – WORKLOAD FOR FACULTY MEMBERS

24.01 Faculty members are entitled to have equitable workloads.

24.02 Workload

The duties and responsibilities comprising the workload of faculty members fall into three (3) categories.

- a. Teaching includes scheduled and unscheduled teaching. Scheduled teaching consists of graduate and undergraduate lectures, laboratories, studios and seminars. Scheduled teaching entails course preparation including the development and preparation of course material for student use and an appropriate form of student evaluation, curriculum development and revision, supervision of course coordinators and teaching assistants, and grading and timely submission of grades. Unscheduled teaching consists of the supervision of graduate and undergraduate research theses and projects, including service on thesis supervisory committees, supervision of directed readings, independent studies, internships, and practica. These activities shall form the basis of departmental considerations of workload associated with teaching.
- b. Research/scholarly/creative activities, recognizing the varied nature and outcomes of scholarly or creative work in different academic disciplines and fields of professional activity (described in Article 21.11 (b) – Promotion and Tenure: Provisions for Full-time Faculty). These activities shall form the basis of departmental considerations of workload associated with research, scholarly, and creative activity.
- c. Service, which includes participation in University, Faculty, Departmental and Union committees; counselling students on academic matters; service on and recognition by regional, national and international committees and other organizations, including: professional organizations; general administrative duties and administrative duties unique to a candidate's Faculty; community service where the individual has made an essentially non-remunerative contribution by virtue of special academic competence; and administrative and non-teaching/research responsibilities within the University and the Union. These activities are described in Article 21.11 (c) (Promotion and Tenure: Provisions for Full-time Faculty) and shall form the basis of departmental considerations of workload associated with service.

24.03 Workload Distribution

- a. The proportionate distribution of time devoted to the components of total workload of faculty members shall normally be 40% teaching, 40% research/scholarly/creative activities, and 20% service to the University and the Union.

- b. The distribution of time devoted to these components of workload may change in accordance with Article 24.03 (c), or in accordance with the terms of other Articles of this Collective Agreement.
- c. A faculty member or a Dean may conclude on occasion that there are good reasons for altering the normal proportionate distribution of workload among teaching, research/scholarly/creative activities, and service to the University and to the Union. In particular, if a Dean believes that an individual faculty member has not been productive in the area of research and scholarship for several years, the Dean may propose an increase in the teaching portion of workload. In such cases, either the faculty member or the Dean may propose that an agreement be reached for a temporary or continuing alteration in workload and, notwithstanding any other section of this Agreement, such an alteration shall be implemented if the faculty member and Dean voluntarily agree to this arrangement. Any such agreement shall be recorded in writing, and a copy shall be given to the Chair and the Union. This change in workload distribution shall be reflected in the Annual Departmental Workload Plan (ADWP, described later in this Article) with respect to duties and responsibilities assigned.

Should it not be possible for the faculty member and Dean to mutually agree on an alteration in workload distribution, the Dean may set out in writing, with a copy to the Union, clear minimum performance expectations consistent with the normal distribution of workload specified in Article 24.03 (a), including time frames and likely consequences for the member if there is a failure to meet these expectations, subject to Articles 9 (Discipline), 10 (Complaints, Grievances and Arbitration), 23 (Dismissal) and 35 (Performance Review), as appropriate.

Likely consequences may include increased teaching or service responsibilities. If the Dean identifies increased teaching or service as a likely consequence, the Union shall have the right to grieve on the basis that the proposed likely consequence is unreasonable. If a grievance is filed, the member's workload shall not be altered until the grievance is settled.

When a faculty member has entered into any such agreement to alter his/her workload, any subsequent assessment of performance shall be based on the new distribution of workload.

24.04 Normal Departmental Workload Standards (NDWS)

- a. Each Department shall approve a NDWS that conforms with the provisions of this Article and includes its:

- i. normal expectations for teaching include scheduled and unscheduled teaching responsibilities.

In addition to reasonable unscheduled teaching responsibilities, the maximum normal scheduled teaching load for faculty members shall be two (2) full graduate or undergraduate courses.

The normal teaching load shall be such combination of scheduled and unscheduled teaching as to deliver successfully academic programs and to meet the operating obligations of the Department and University.

Scheduled teaching may vary among members of the Department and from year-to-year for an individual member for one or more of the following reasons:

1. a faculty member's workload distribution may differ from 40/40/20 (Article 24.03) in accordance with other provisions of this Collective Agreement;
2. a faculty member does more or less than the departmental standard for unscheduled teaching responsibilities;
3. a faculty member does more or less than the departmental standard for research/scholarly/creative activities;
4. a faculty member does more or less than the departmental standard for service to the University and the Union; and/or
5. Lecturers and Assistant Professors holding probationary, tenure track appointments are awarded a one-half course teaching release in either the first or second year, as the member chooses, of the probationary appointment. The purpose of this reduction in teaching load is to permit the faculty member to develop and begin to implement a research agenda. Faculty members with teaching loads that are reduced under the terms of this Article may not undertake overload teaching within the same academic year.

- ii. normal expectations for scholarly, research or creative activities.
- iii. normal expectations for service to the University and the Union, including administrative load.

- b. The nature of certain scheduled courses may result in different levels of required effort depending on a number of factors. The Department, in creating its NDWS, shall establish equivalencies among scheduled courses based on factors such as: class size; the number of scheduled contact hours;

requirements for field or practicum supervision; and the format or medium of delivery of the course.

The Department may also consider unscheduled teaching responsibilities (Article 24.02 (a)) that exceed normal expectations for unscheduled teaching (Article 24.04 (a)(i)) in establishing equivalencies.

In establishing equivalencies, the ability to deliver academic programs successfully and to meet the operating obligations of the Department and the University shall be considered.

- c. The NDWS shall be made available to all members of the Department or Centre. A copy shall be provided to the Union and will be available to any member upon request.

24.05 Annual Departmental Workload Plan (ADWP)

- a. Each Department will prepare, approve and submit to the Dean by December 1 each year an ADWP that describes the specific ways in which the Department, in accordance with its NDWS and the terms of this Article, will meet its obligations to teaching, research/scholarly/creative activities, and service including administrative load in the next academic year.
- b. Individual members may make contributions different from the NDWS. Taking these differences into account, the Department will consider the following for the upcoming year:
 - i. graduate and undergraduate courses to be taught by the Department, course enrollments for these courses, and the instructors to be assigned to these courses;
 - ii. graduate and undergraduate thesis, project, practicum, and other independent study students to be supervised;
 - iii. teaching resources available within the Department including: the number of full-time faculty available; any limited term appointments to be made, if relevant; the part-time teaching budget of the Department, including the number of Graduate Teaching Assistants available; and any arrangements made under the provisions of this Collective Agreement that change responsibilities of full-time faculty members in the area of teaching;
 - iv. Research, scholarly, and creative activities to be undertaken within the Department (Article 24.02 (b));
 - v. service and administrative responsibilities to be undertaken by members of the Department (Article 24.02 (c)).

When preparing the ADWP, the Department shall include reference to the specific teaching and known service responsibilities of individual faculty

members, as well as any extraordinary research, scholarly, and creative activities of faculty members that have influenced the ADWP.

The supervision of students registered for a thesis, a project, or independent study cannot be assigned without the member's consent. Scheduled teaching loads greater than two full courses cannot be assigned without the member's consent.

24.06 **Approval of the NDWS or ADWP**

- a. The Dean shall accept a NDWS or ADWP as approved by the Department provided that it permits the Department to fulfill all of its teaching, research/scholarly/creative activities, and service obligations and that it is consistent with the terms of this Article. If the Dean is unable to accept the NDWS or ADWP, he/she shall indicate to the Department in writing:
 - i. that the NDWS or ADWP is not acceptable;
 - ii. how the proposed NDWS or ADWP does not allow the unit to fulfill its teaching, research/scholarly/creative activity, and/or service obligations; and
 - iii. what changes in the NDWS or ADWP would be necessary to gain approval.

The Dean shall also meet with the Department to address his/her concerns and endeavour to come to agreement on an acceptable NDWS or ADWP. If no agreement is reached, the Dean shall assign a NDWS or ADWP consistent with the terms of this Collective Agreement. The assigned NDWS or ADWP shall remain in effect until such a time as the Department proposes a NDWS or ADWP that is acceptable under the terms of this Collective Agreement. In assigning such a NDWS or ADWP, no faculty member shall be required to teach more than two (2) scheduled full-credit courses as is consistent with the terms of this Collective Agreement.

- b. The NDWS shall be reviewed annually by the Department and either be approved in its existing form or modified and approved in its new form. The Department shall provide the Dean with a copy of the approved NDWS with any changes noted no later than December 1 of each year.
- c. The NDWS and ADWP shall be ratified by a majority vote of all full-time faculty members of the Department or Centre.

24.07 The Parties agree that they have made substantial and significant revisions to this Article during the negotiation of this Collective Agreement. The intent of these revisions is to change the process whereby equitable workload, including teaching workload, is determined and assigned. In making these changes, the Parties have not agreed to increase or decrease workload, including teaching workload, as

existed prior to these revisions being made, nor have the Parties agreed to allow any past practice inconsistent with the terms of the current or previous (2006-2008) Collective Agreements to continue.

ARTICLE 24A – TEACHING ASSIGNMENTS AND SCHEDULING PATTERNS

24A.01 The Parties agree that the following principles will govern the assignment and scheduling of teaching responsibilities:

- a. In the interest of research and scholarship, faculty members are not required to teach regular scheduled courses for more than two (2) terms in any academic year and those terms shall be consistent with Article 24A.01 (n).
- b. In the interest of research and scholarship, a faculty member's courses will be timetabled to provide adequate time for research, scholarly and creative activities, normally by providing at least one (1) day per week free of teaching duties. The Parties agree that faculty members may be required to teach on any or all of the remaining teaching days.
- c. In the interests of excellence in teaching, when, with the prior approval of their Department and Dean, faculty members engage in forms of course preparation or delivery that require more time than is required when teaching traditional courses, they have the right to apply to their Dean to have their distribution of workload components altered or teaching load reduced to recognize the request.
- d. Existing practices in each Faculty or Department concerning timetabling classes to meet on Saturdays, Sundays or holidays shall continue unless the faculty members and the Dean concerned mutually agree to a change. When faculty members teach courses that continue after 7:00 pm in the evening, they shall not be timetabled to teach before 11:00 am on the following day, except with their prior voluntary agreement.
- e. In the interests of fostering collegiality and mutual respect, the University undertakes to make all reasonable efforts to schedule the courses of a faculty member who so requests so as not to create undue hardship. The Parties recognize that faculty members may have familial responsibilities, medical conditions, or other extenuating circumstances and that these may be the basis for such a request. Such requests will not be unreasonably denied. The Parties also acknowledge that place of residence shall not be taken into consideration as a factor affecting attendance at the University (Article 7.02 – No Discrimination).
- f. In the fall and winter terms, the teaching day begins at 8:00 am and ends at 10:00 pm. The teaching week is defined as Monday through Thursday from 8:00 am to 10:00 pm, and Friday from 8:00 am to 6:00 pm.

The division of teaching blocks within the day is defined as:

- i. Early Day - Commencing at or after 8:00 am and ending at or before 5:00 pm;
- ii. Day - Commencing at or after 9:00 am and ending at or before 5:00 pm.
- iii. Late Afternoon - Commencing at or after 5:00 pm and ending at or before 7:00 pm;
- iv. Evening - Commencing at or after 7:00 pm and ending at or before 10:00 pm.

Normally, a faculty member who requests a course in the daytime will be assigned a class that is scheduled between 8:00 am and 5:00 pm. However, a faculty member who has familial responsibilities, medical problems, research commitments that cannot be fulfilled at other times, or other extenuating circumstances, may apply on an annual basis to the Timetabling Committee (Article 24A.01 (r)) to have his/her classes scheduled starting in accordance with Article 24A.01 (e). Such requests will not be unreasonably denied. The application to and the decision of the Timetabling Committee will be made prior to the construction of the timetable. All responses from the Registrar's Office to these requests will be in writing and copies sent to BUFA.

- g. The Parties agree that the teaching patterns to be used by the Scheduling Office for primary components during the teaching day are as follows:
 - i. one 2 hour class per week;
 - ii. one 3 hour class per week;
 - iii. two 1 hour classes per week;
 - iv. two 1.5 hour classes per week; and
 - v. three 1 hour classes per week.

The term class refers to lectures, seminars, tutorials, laboratories, or studios that constitute the primary component of a course.

- h. The Parties agree that exceptions to these teaching patterns occur in the following areas:
 - i. Education- one 4 hour class per week;
 - ii. Mathematics- four 1 hour classes per week; and
 - iii. Fine Arts- one 5 hour class per week;
- i. The Parties agree that secondary components will conform to the following patterns:
 - i. Seminars- 1 or 2 hour time slots;
 - ii. Tutorials- 1 or 2 hour time slots; and
 - iii. Labs- 1, 2 or 3 hour time slots;

- j. The Parties agree that in order to ease the burden of scheduling, especially for large classes, there will be a more even distribution of classes throughout the entire teaching day.
- k. No member shall be required, except with their prior voluntary agreement, to have a teaching schedule that has more than eight (8) hours between the start of the first primary or secondary teaching component and the end of the last primary or secondary teaching component on any day.
- l. Classes shall not be scheduled to meet on statutory or other holidays identified in Article 33.10 (Holidays and Vacations).
- m. Overload teaching shall continue to be voluntary.
- n. In the staffing of spring and summer courses, the University must first seek qualified volunteers to teach scheduled courses as part of normal teaching load or as overload courses. If no such volunteers can be identified, and if the program curriculum requires a particular course to be taught in the spring or summer, the University may require a faculty member to teach during the spring/summer term. The faculty member will determine whether this teaching is to be part of normal teaching load, with another term free of teaching, or if it is to be on an overload basis. No faculty member shall be required to teach during the spring/summer term more frequently than one (1) year in three (3). A faculty member who is assigned to teach during the spring/summer term shall not be required to undertake extensive service responsibilities during their non-teaching term. A faculty member who has familial responsibilities, medical problems, research commitments that cannot be fulfilled at other times, or other extenuating circumstances, may apply on an annual basis to the Timetabling Committee (Article 24A.01 (r)) to have his/her classes scheduled in the fall and winter terms, so as not to create undue hardship.
- o. In the staffing of overload courses, qualified faculty members in the Department have the right of first refusal for one (1) full course or equivalent in any academic year, except as set out in 24.04 (a)(i)(5).
- p. The assignment of individual faculty teaching duties shall be consistent with the individual's discipline, qualifications and specialties.
- q. Faculty members shall be informed of the courses they are assigned to teach as early as possible. Teaching assignments for the fall term may not be altered without the agreement of the faculty member after July 31, and teaching assignments for the winter term may not be altered without the agreement of the faculty member after November 30. If a course is cancelled after those dates for any reason, the faculty member shall not be required to teach another

course in its place, but the course in question may be re-scheduled to a future term. If exceptional circumstances arising after the dates above make it impossible for the faculty member assigned to teach a course to do so, the Dean shall first seek a qualified volunteer to teach the course on a load or overload basis. If that effort is unsuccessful, the Dean may alter another qualified faculty member's teaching load by dropping one of his/her courses and adding the course in question to that faculty member's teaching load.

- r. A Timetabling Committee chaired by the Registrar will be established with three (3) representatives appointed by BUFA and three (3) by the University. The Committee will have the following terms of reference:
 - i. to review and recommend changes to the process of constructing the timetable; and
 - ii. to assist the Scheduling Office in evaluating faculty members' requests under 24A.01 (e) and (f).
- s. The Office of the Registrar will forward a draft version of the timetable to departments by April 15 each year for comment. Departments will have two (2) weeks from the receipt of this draft to provide a detailed response. The Timetabling Committee shall assist the chairs and Scheduling Office in evaluating specific faculty member's requests at this time. Construction of the Timetable must be completed no later than May 20 each year.
- t. Examinations shall not be scheduled on the Saturday of Easter weekend.

ARTICLE 25 – WORKLOAD FOR PROFESSIONAL LIBRARIAN MEMBERS

25.01 General

- a. The workload of a professional librarian member shall include those duties and responsibilities outlined in Article 13 (Rights and Responsibilities of Professional Librarian Members) which are consistent with the member's specialties, qualifications and position and the more specific responsibilities identified in his/her job description.
- b. The duties and responsibilities of a professional librarian member shall be an appropriate combination of (1) professional practice for the University Library; (2) service to the University, the Union, the profession and the community; and (3) scholarly activity.

The proportionate distribution of time among these activities shall be one of the following:

- i. 100% professional practice; or
- ii 90% professional practice for the University Library with 10% scholarly activity and/or service to the University, the Union, the profession and the community; or
- iii. 80% professional practice for the University Library and 20% scholarly activity and/or service to the University, the Union, the profession and the community. It is understood that at least 10% of a member's time will be devoted to scholarly activity under this distribution.

Prior to the commencement of each academic year, full-time professional librarian members holding permanent, probationary, or limited term appointments cumulatively greater than one (1) year shall advise the University Librarian of their intended proportionate distribution of duties for the upcoming year. Limited term appointments of one (1) year or less will have their proportionate distribution of time assigned by the University Librarian.

When previously unforeseen circumstances warrant, professional librarian members may request an in-year adjustment to their selected workload distribution pattern. Such a request will neither be unreasonably sought nor denied.

Scholarly and/or service activities performed under workload distribution patterns (ii) and (iii) shall reflect the mission and goals of the University Library and are subject to evaluation in the annual performance review according to the criteria in Article 22.02 (b) and (c) (Permanency and Promotion for Professional Librarian Members).

- c. Additional time for scholarly activity, beyond the maximum 20% allowed for in 25.01 (b), may be requested in exceptional circumstances. A written description of the activity and the time required for it shall be submitted to the University Librarian. The University Librarian shall respond in writing stating whether the application is approved or denied. In the case of denial, there shall be a written statement of reasons. Such activities shall reflect the mission and goals of the University Library and, if approved, are subject to evaluation in the annual performance review of a professional librarian member.
- d. Professional librarians shall ensure that a reasonable balance exists between service and/or scholarly activity as defined in Article 13.03 (c) and (d) (Rights and Responsibilities of Professional Librarian Members) and their principal responsibilities as defined in Article 13.03 (a) and (b) (Rights and Responsibilities of Professional Librarian Members), and shall ensure that their participation in service and scholarly activity does not unduly interfere with their principal responsibilities. The exact distribution of individual duties and responsibilities may vary from time to time and from individual to individual. It is recognized that the pattern of work might involve longer hours during parts of the year but that members would have greater flexibility at other times.

25.02 Job Description

- a. A job description shall be prepared or modified by the University Librarian or his/her designate, in consultation with the incumbent member, if there is one, and with the person(s) to whom the member reports. The provisions of such a job description shall constitute a reasonable workload and shall be generally consistent with the professional nature of the position.
- b. Once the description has been agreed to by the University Librarian and the incumbent member, copies shall be forwarded to the Provost and Vice-President, Academic, Human Resources and the Union.
- c. Any significant differences between the University Librarian and the incumbent member over the provisions of the job description shall be referred to the Library Promotion and Permanence Committee for review and advice. Such reference will include the original written job description and the proposed job description. Such review shall take place in a timely manner. Should unresolved differences remain after this review, they shall be noted by the University Librarian and shall be forwarded to the Provost and Vice-President, Academic, along with the proposed job description and the advice of the Library Promotion and Permanence Committee, for decision.

25.03 **Changes to Job Descriptions**

- a. Changes to a job description may be proposed by a professional librarian member or by the University Librarian or his/her designate:
 - i. in response to increased demands on, or significant developments in, library services; or
 - ii. to ensure that the provisions of a job description constitute a reasonable workload, consistent with Article 25.06.

Such changes shall be discussed by the member and the University Librarian or his/her designate in consultation with the person to whom the member reports.

- b. Once the changes have been agreed to by the University Librarian and the incumbent member, copies of the revised job description shall be forwarded to the Provost and Vice-President, Academic, Human Resources, and the Union.
- c. Any significant differences between the University Librarian and the incumbent member over the provisions of the job description shall be referred to the Library Promotion and Permanence Committee for review and advice. Such reference will include the original written job description and the proposed job description. Such review shall take place in a timely manner. Should unresolved differences remain after this review, they shall be noted by the University Librarian and shall be forwarded to the Provost and Vice-President, Academic, along with the proposed job description, and the advice of the Library Promotion and Permanence Committee, for decision. Prior to any such decision being made, the member shall have the right to present his/her case to the Provost and Vice-President, Academic.

25.04 **Temporary Modification of Duties and Responsibilities**

- a. The University Librarian or his/her designate may, at the request of a professional librarian member and in consultation with the member and the person to whom the member reports, temporarily modify the member's responsibilities.
- b. The University Librarian or his/her designate may, in consultation with the member and the person to whom the member reports, make a temporary modification to a professional librarian member's responsibilities in exceptional and short-term circumstances to meet the essential needs of Library service. An increase in librarian workload, which is in response to changing circumstances, shall not be unreasonably large and shall not be considered as establishing new norms.

- c. If, in the cases described in (a) and (b), the temporary modification is a result of another professional librarian being on leave (under the terms of Article 34 - Leaves), the member will be informed in writing by the University Librarian of the nature of the modification in his/her responsibilities and the duration of the modification. The nature and duration of the modification will be determined by the University Librarian in consultation with the member and the person to whom the member reports and such temporary modification shall be structured in a manner that is consistent with Articles 13 and 25.01. No temporary modification will exceed six (6) months unless otherwise mutually agreed.
- d. In the first instance, the University Librarian shall attempt to accommodate any temporary modification of duties and responsibilities under Article 25.04 (Workload for Professional Librarian Members) by temporarily altering the member's normally assigned responsibilities. In the case that a temporary modification of duties and responsibilities cannot reasonably be accommodated under the various provisions of Article 25 (Workload for Professional Librarian Members), the member shall be entitled to a temporary, appropriate, and reasonable adjustment to compensation.

25.05 Reassignment

A professional librarian member may be assigned new responsibilities, or may be reassigned to a different position, with his/her consent, provided that the new responsibilities or position are consistent with the provisions of Article 13 (Rights and Responsibilities of Professional Librarian Members). If the responsibilities of a position held by a professional librarian member must be altered, or if the member must be reassigned to a different position without the member's consent, and if the altered or new responsibilities are not appropriate to the member's education, qualifications and experience, the member shall be provided with any required further education or training at the University's expense as per Article 30.01 (d) (Redeployment Due to Program Redundancy). Reasonable written notice of any such alteration of responsibilities or reassignment shall be provided to the persons concerned and to the Union stating the circumstances that make the change necessary. A professional librarian member who is reassigned shall retain permanent appointment, rank, seniority, salary, and years of service.

25.06 Hours of Work

- a. The normal work week for a full-time professional librarian shall be on average thirty-five (35) hours per week. On occasion, it may be appropriate for members to carry out some of their library responsibilities off campus. Such requests shall not be unreasonably denied by the University Librarian. Part-time service by professional librarian members shall refer to the fraction of full-time hours worked per week. For the purposes of this subsection, a "week" means seven (7) consecutive days from Monday to Sunday.

- b. Hours of work may include evenings, weekends and holidays because of the service component and may vary from week to week according to the time of the year and the levels of service to be provided.
- c. A professional librarian member's workload shall be such that the required duties and activities, pursuant to Article 13.03 (a) through (d) (Rights and Responsibilities of Professional Librarian Members) and Article 25.01 (Workload for Professional Librarian Members), can reasonably be expected to be performed during his/her normal working hours, averaged over the year.

25.07 Scheduled Duties

- a. Scheduled duties shall be assigned with an effort to achieve an equitable distribution among professional librarian members and with due regard for the workload and preferences, in so far as possible, of individual members.
- b. Before professional librarian members are scheduled to work in the evening, on weekends, or on holidays, the members will first be consulted about their preferences, and all reasonable efforts to accommodate those preferences will be made. In addition, an effort will be made to adhere to the following guidelines:
 - i. no member shall be scheduled for more than six (6) hours of reference service per week;
 - ii. no member shall be required to work more than one (1) evening per week, every second year;
 - iii. no member shall be required to work more than three (3) weekend days per term;
 - iv. no member shall be required to work more than one (1) holiday per year, as specified in Article 33.10 (Holidays and Vacations);
 - v. no member shall be required to work more than five (5) hours per weekend day, nor be required to work later than 5:00 pm on any weekend shift;
 - vi. no member shall be required to work more than one (1) day of any weekend, including any holiday that immediately precedes or follows a weekend;
 - vii. no member, who is required to carry out library duties after 7:00 pm in the evening shall be scheduled for reference desk duty the following day before 10:00 am.

Compensation for carrying out work on holidays shall be pursuant to the terms set out in Article 33.13 (Holidays and Vacations).

- c. The Parties recognize that, apart from scheduled duties, librarian members, as professional employees, are responsible for establishing their own priorities and managing their own time in fulfilling their duties and responsibilities.
- d. Professional librarian members shall have the right to request reconsideration of their scheduled duties by the University Librarian.
- e. When a professional librarian member is scheduled to work a shift of five (5) hours on a Saturday or Sunday, he/she will be entitled to a full day off in lieu.

ARTICLE 26 – REDUCED LOAD

- 26.01 A member has the right to apply for a temporary or ongoing reduction in workload, as defined in Articles 24 (Workload for Faculty Members) and 25 (Workload for Professional Librarian Members), at any time. Any such reduction shall apply equally to all of the components of the member's workload, unless the member and the University agree otherwise.
- 26.02 A temporary workload reduction would be subject to a career maximum of seven (7) years. An ongoing reduced load shall be subject to a career maximum of ten (10) years. A member on an ongoing reduced load shall either retire or otherwise leave the University's employ at the end of the ongoing reduced load. A member must have ten (10) years of service at Brock University to be considered for an ongoing workload reduction. Service earned during a temporary workload reduction shall be pro-rated (e.g. a member who takes a 50% reduced load for seven (7) years will have earned 3.5 years of service for the purpose of applying for an ongoing reduced load). An application for a reduction in workload shall give reasons why it should be granted.
- 26.03 Temporary and ongoing workload reductions shall not exceed one-half (1/2) of the normal workload.
- 26.04 A member applying for a workload reduction shall do so in writing to the appropriate Dean or University Librarian. The Dean or University Librarian shall consult with the chair or supervisor of the member's Department, and/or the Department or Library Council as appropriate, make a written recommendation to the President giving reasons for that recommendation and send a copy to the member and the Union. The application shall specify the proposed duration, the amount of reduction, and the proposed alterations in workload.
- 26.05 In the case of a continuing disagreement between the Dean or University Librarian and an applicant for a reduction in workload, the application, the Dean's or University Librarian's recommendation as well as a summary of the position of the Chair or supervisor, as appropriate, or of the Department or Library Council, if appropriate, shall be forwarded to the Provost and Vice-President, Academic for review and final resolution. Application shall not be unreasonably denied nor, if approved, postponed for more than twelve (12) months.
- 26.06 Holidays and vacations for members on reduced load will be pro-rated.
- 26.07 The teaching load of a member on a reduced load appointment shall be assigned in accordance with Article 24 (Workload for Faculty Members).
- 26.08 A member on a reduced load shall continue to have all of the rights and responsibilities, as set out in Articles 12 (Rights and Responsibilities of Faculty Members) and 13 (Rights and Responsibilities of Professional Librarian

Members), that he/she had prior to the time he/she commenced his/her workload reduction, save and except where those rights and responsibilities are specifically altered by this Article 26.

26.09 The salary of the member opting for a reduced-load appointment is negotiable, but cannot be reduced by more than the factor of workload reduction.

26.10 A member who opts for reduced load shall have a nominal salary computed which will be the salary the member would have received if he/she had been working full-time. Nominal salary shall be pro-rated to reflect the reduction in workload.

26.11 **Benefits**

a. Life Insurance

Premiums and benefits based on nominal full-time (100%) salary.

b. Extended Health and Dental

Coverage as if full-time.

c. Short Term (105 day sick leave) and Long Term Disability

In accordance with the terms of the Long Term Disability policy, the premium and benefits would be based on actual salary and reduced workload time commitment.

Short term sick leave is paid by the University but would also be paid in the same way. For example, if a faculty member is on reduced load at 50% with an actual salary of \$42,000 per annum, he/she would be paid at that rate for the first 105 days of any illness and thereafter, if eligible, he/she would receive 60% of \$42,000 (pre-disability salary) for the remaining time. Under the Long Term Disability plan, this is a non-taxable benefit.

d. Vacation

Benefit will be pro-rated to reflect the reduced workload time commitment. For example, if a member was on reduced workload at 50% and he/she was previously entitled to twenty-two (22) full days' vacation per annum, this would be pro-rated to eleven (11) days per annum.

e. Mandatory Government Benefits

Canada Pension Plan, Employment Insurance, Holidays, and Workers Compensation would be based on actual earnings and be in accordance with government regulations at the time of the reduced workload.

f. Pension

Pension participation shall be based on nominal full-time salary subject to Canada Revenue Agency limitations on the accumulation of pension service credit for time not worked or periods of reduced pay, with normal cost-sharing between employee and employer.

Canada Revenue Agency allows an employee to earn up to five (5) years of pension credit for periods of reduced pay or temporary absences. This applies to any situation in which an employee contributes to the Pension Plan at the nominal full-time salary while receiving an actual salary which is less. For example, an employee continuing pension contributions based on full salary, while on a 50% reduced workload can receive full pension credit for a maximum of ten (10) years. As academic leaves would also be included in this calculation, it is possible that a member on reduced load for ten (10) years would reach the five (5) year maximum prior to retirement in which case the member would no longer be allowed to contribute based on the nominal salary (100%) and would have to contribute on the actual salary, as would the University.

- g. Professional development reimbursement shall not be pro-rated for members on reduced load.

26.12 Accumulation of time toward academic leave, as well as the time over which an academic leave is taken, will be pro-rated according to the terms of the individual situation.

26.13 Members on reduced load continue to be eligible for promotion, and for tenure/permanency. The intervals described in Articles 21 (Promotion and Tenure – Provisions for Full-time Faculty), 22 (Permanency and Promotion for Professional Librarian Members) and 34.09 (h) (Leaves) shall be extended in accordance with the factor by which workload is reduced.

ARTICLE 27 – DUTIES OF CHAIRS AND CENTRE DIRECTORS

Note: References to Department, Department Chairs and Department Committees in this Article also encompass Centres, Directors of Centres, and Centre Committees, except as provided in Article 27.02.

- 27.01 Each Department shall have a Chair who, in addition to responsibilities as a member of the faculty, has other responsibilities. The primary responsibility of a member as Chair is to represent the interests of his/her Department. This responsibility includes:
- a. acting as an academic leader in the following areas:
 - i. updating, revising and developing programs;
 - ii. orienting departmental faculty and staff to departmental policies, procedures, and practices;
 - iii mentoring faculty members early in their research and teaching careers; and
 - iv. fostering an environment of excellence in teaching and research in the Department.
 - b. managing the operations of the Department;
 - c. overseeing the administration of the Department in consultation with members of the Department;
 - d. designating a deputy and advising the appropriate Dean accordingly in the event of an absence for a period longer than five (5) working days;
 - e. submitting to the appropriate Dean in writing an estimate of the Department's budgetary requirements for the ensuing year and administering the current departmental budget;
 - f. overseeing the use of space and equipment assigned to the Department;
 - g. chairing the Departmental Committee or designating a representative to do so, and preparing the departmental meeting agenda in a timely manner;
 - h. consulting with all members of the Department on its needs and academic goals;
 - i. encouraging participation in departmental activities;
 - j. representing the Department's interests to the Dean and within the University;
 - k. recommending teaching duties of departmental members to the Dean ;

- l. allocating non-teaching responsibilities to faculty members after appropriate consultation;
- m. convening meetings of the Department at least once each fall and once each winter term for the purpose of establishing matters of internal policy, or recommending policy to the appropriate bodies within the University;
- n. annually advising a probationary appointee whether or not the appointee's performance is adequate, and where appropriate and feasible, advising remedial measures;
- o. advising the Dean annually on performance review of faculty members based on criteria and procedures established by the Departmental Committee;
- p. forwarding to the Dean annual performance review recommendations for staff;
- q. providing the Chair-elect with information and documents necessary to prepare to assume the office of Chair;
- r. chairs are not responsible for deciding upon or implementing disciplinary action against members of the Union.

27.02 Teaching Load

- a. This Article (27.02) applies only to Chairs and Directors appointed in accordance with Article 27.03 (e).
- b. Department Chairs shall have their workload redistributed so that the teaching component is reduced by a minimum of one (1) full course during each year that they are acting as Chair of a Department.
- c. Directors of Centres shall have their workload redistributed so that the teaching component is reduced by a minimum of one (1) half-course during each year that they are acting as Director of a Centre.
- d. The teaching reductions specified in 27.02 (b) and 27.02 (c) are intended to provide Chairs and Directors with sufficient opportunity to balance teaching, research, and service successfully under most circumstances. In addition to the workload redistribution identified in Articles 27.02 (b) and (c), Chairs and Directors, and/or their Departmental or Centre Committees on their behalf, may request additional teaching reductions for specific years in which they serve as Chair or Director in order to address an administrative workload for the Chair or Director that is anticipated to be significantly higher than the Faculty norm for a particular year.

Requests will be assessed and approval determined by the appropriate Dean based on a combination of the following factors, with relative weighting as appropriate: the number of faculty, part-time instructors, and administrative staff appointed to the Department; the number of undergraduate degree programs offered; the number of undergraduate majors registered; the presence of a graduate program or programs, especially those for which the Chair or Director is directly responsible administratively; the relative complexity of scheduling for which the Chair is responsible (e.g. external placement of students); and emergent issues directly related to University business that may arise from time to time (e.g. undergraduate or graduate program appraisals, external accreditation processes). Requests for additional teaching reductions under this Article will not be unreasonably sought nor denied.

- e. In addition to the course reductions identified in 27.02 (b) and (c), each Chair or Director shall be granted, as the member chooses, either: (1) at least one (1) half-course reduction for each three (3) year term served as Chair or Director; or (2) an additional year of sabbatical credit for each three (3) year term served as Chair or Director. Normally, if a member chooses the course reduction option, such reduction shall be used in the academic year following the member's term as Chair or Director.
- f. A Chair or Director may teach overload courses while on teaching workload reduction with the written approval of the appropriate Dean. Such approval normally will be granted only for academic reasons related to the viability of academic programs in which the Chair or Director provides unique expertise in whose absence the program(s) would be significantly and negatively affected.

27.03 Appointment and Term of Office

- a. Except with the agreement of the Parties, only tenured full-time faculty members of the Department, normally at the rank of Associate Professor or above, are eligible for appointment as chair. Any outside appointments shall be made in accordance with Article 19 (Appointment of Faculty Members).
- b. During the fall term of the final year of the Chair's term, the Departmental Committee shall record a vote indicating its choice for the next Chair.
- c. The result of this vote shall be forwarded to the Dean who may consult further.
- d. The Dean shall forward the results of the vote and his/her recommendation to the President.
- e. The Chair shall be appointed by the President.

- f. The term of office for Chair shall be for no more than three (3) years and may be renewed.
- g. If there is a substantial disagreement on the recommendation within the Department, the Dean shall be empowered, after consultation with the Department, to recommend to the President the appointment of an interim Chair for a term of twelve (12) months or less, except if the two Parties agree upon a longer term.

27.04 **Removal From Office**

The Parties recognize the University's right to remove a Chair from office for sufficient reason.

If a Dean concludes that it may be necessary for the University to remove a Chair from office before the normal end of his/her term, the following procedures shall be followed and the member may be accompanied by a Union representative at any or all stages of these procedures:

- a. Prior to the Chair being removed from office, the Dean shall discuss with the incumbent the factors that have led to consideration of removal.
- b. If, after the discussion with the Chair and after meeting with the Departmental Committee regarding the issue, the Dean continues to believe that removal from office is necessary, he/she shall give his/her reasons in writing to the Chair with a copy to the Union.
- c. The Chair shall have an opportunity to address the Dean's reasons at a Departmental Committee meeting and, if the Chair chooses, the members of the Departmental Committee shall vote by secret ballot to recommend that the Chair continue in office or that he/she be removed.
- d. After receiving the ballots from members of the Department, the Dean shall recommend continuation or removal from office to the President of the University who shall decide whether the Chair shall continue in office. The President of the University shall advise the Chair in writing, with a copy to the Union, that he/she is to continue in office, or has been removed from office, specifying the reasons for removal.
- e. If the Union disagrees with the President's decision, it may file a grievance starting at Stage 2 of the Grievance Procedure.
- f. The Chair shall have the right to resign at any stage of these procedures.

- g. If the incumbent has served at least eighteen (18) months of his/her term, and then is removed from office or resigns after the commencement by the Dean of these removal procedures, the former Chair shall be entitled to receive the additional PDR amount associated with the position for the remainder of the normal term of office.

ARTICLE 28 – LIBRARY DEPARTMENT HEADS

28.01 Library Department Heads are professional librarian members who have administrative and supervisory responsibilities as a fundamental component of their positions. Library Department Head positions are positions without term.

The responsibilities of all Library Department Heads include:

- a. overseeing the administration of the Department in consultation with members of the Department, and allocating departmental responsibilities to members of the Department, after consultation, whenever possible, with the individual professional librarian members and other members of the Department;
- b. advising the University Librarian or his/her designate on budgetary matters;
- c. establishing goals and priorities in consultation with the Department;
- d. providing leadership for the Department;
- e. representing the Department's interests within the Library and the University;
- f. supervising departmental support staff;
- g. mentoring professional librarian members in their professional responsibilities;
- h. chairing departmental meetings or designating a representative to do so;
- i. coordinating work with other departments and units within the University Library; working collaboratively with other departments and units within the Library and the University to promote the goals of the University;
- j. providing orientation, arranging for training and monitoring the performance of probationary professional librarian members and, where appropriate, advising remedial measures;
- k. advising the University Librarian or his/her designate annually on performance review of professional librarian members;
- l. forwarding to the University Librarian or his/her designate annual performance review recommendations for staff;
- m. designating a deputy, as appropriate, and advising the University Librarian of his/her designate accordingly in the event of an absence for a period of longer than five (5) working days.

- 28.02 Every Library Department Head shall have a job description and assigned workload that are consistent with the provisions of Article 25 (Workload for Professional Librarian Members). The workload of a Department Head shall not be substantially greater than that of other professional librarian members. Department Heads, like other members, may appeal their workload in the ways specified in Article 25 (Workload for Professional Librarian Members).
- 28.03 Appointment to the position of Department Head shall follow the procedures set out in Article 20.04 (Appointment of Professional Librarian Members).

ARTICLE 29 – FINANCIAL EXIGENCY

- 29.01 A reduction in budgetary allocation for salaries and benefits of members, or lay-off of members for financial reasons, shall occur only in the event of, and only to the extent required by, a *BONA FIDE* case of financial exigency as declared and confirmed pursuant to this Article.
- 29.02 Prior to a declaration of a state of financial exigency, the President shall consult the Joint Committee to Administer the Agreement (JCAA) and shall report to the Board in writing, with copies to the University Senate and the Union that, in his/her opinion, the University is in a state of financial exigency.
- 29.03 From the date of the Report of the President under Article 29.02 until the conclusion of the procedures envisioned in this Article, no personnel shall be appointed or hired, save in exceptional circumstances and after seven (7) days' notice to the Executive of the Union.
- 29.04 In the event that the Union does not agree that the University is in a state of financial exigency, or while agreeing that there is a financial exigency, the Union does not agree with the University on the dollar amount of reduction in the budgetary allocation for salaries and benefits for members, an Exigency Committee shall be constituted within thirty (30) days of the President's Report to determine whether and to what extent the University's financial condition constitutes a financial exigency, i.e. a genuine crisis involving the long-term solvency of the University.
- 29.05 The Exigency Committee shall be comprised of three (3) members from outside the Brock University community, and shall not include any person who has had any interest in the matters coming before the Committee or who is acting, or has, within a period of six (6) months preceding the date of his/her appointment, acted as solicitor, counsel or agent of either of the Parties.
- The Parties shall attempt to appoint the members of the Exigency Committee jointly, but if they cannot agree, one (1) member shall be appointed by the University and one (1) by the Union, with the third, the chair, chosen by these two (2), or, if they cannot agree, by the Chief Justice of Ontario.
- The Exigency Committee shall meet within thirty (30) days of its appointment and shall report its findings to the Board of Trustees, with copies to the Union and the Senate, within sixty (60) days of its first meeting. The report shall be a public document and copies shall be made available by the Board to all interested parties.
- 29.06 The University shall be responsible for all fees and expenses incurred in the Committee's investigation.

- 29.07 The Exigency Committee shall establish its own procedures and shall have power to retain an auditor and to call for financial and other data or information it deems relevant as well as for submissions from individuals or groups of individuals. The University, the Union and the Senate shall have reasonable opportunity to make representations to the Committee. The onus shall be on the University to establish a *BONA FIDE* case of financial exigency.
- 29.08 The Exigency Committee shall determine whether all reasonable steps have been made to:
- a. reduce expenditures including reduction in staff by normal attrition or voluntary early retirement or reductions of salaries and benefits in other areas;
 - b. increase revenues to the University including divestment of property and assistance from government and funding agencies; and
 - c. explore the use of interim deficit financing and such other methods as it deems appropriate.
- 29.09 The decision of the Committee, which is the decision of the majority of its members, or if no majority, the decision of the Chair, shall, when it is at issue, conclude that there is a financial exigency or there is not. If there is a financial exigency, the report shall include the dollar amount of reduction required, if any, in the budgetary allocation for salaries and benefits of members to meet the financial exigency.
- 29.10 After consideration of the report of the Exigency Committee, the University may declare a state of financial exigency and, if so, it shall indicate in its declaration the amount of reduction in the budgetary allocation for salaries and/or benefits of members to be affected which shall not exceed the amount of reduction determined by the Exigency Committee. If the decision of the Exigency Committee is unacceptable to the Board of Trustees, it may appeal to the Exigency Committee within thirty (30) days for a review. The Exigency Committee shall review its decision and shall respond within thirty (30) days of the request.
- 29.11 In the event that the University declares a state of financial exigency, it shall transmit forthwith copies of the declaration to the Senate and the Union. The declaration shall be a public document and copies of it shall be made available by the Board to all interested parties. Within fifteen (15) days of the University's transmittal of its declaration to the Union, the Parties shall meet and shall endeavour to conclude within a further thirty (30) days amendments to this Agreement, or other measures subject to ratification by the membership of the Union, to effect the reduction in the budgetary allocation for salaries and/or benefits of members as indicated in the University's declaration.

- 29.12 In the event that the University and the Union are unable to agree within the said thirty (30) days or where the reductions agreed are less than the amount stipulated in the University's declaration, the President shall prepare a report which shall identify those departments in which there are to be lay-offs in accordance with Article 29.19.
- 29.13 The President shall present the report to the University Senate with a copy to the Union. The President in his/her report may exempt from lay-off a maximum of the greater of one (1) member in a department or 15% of the members in a department.
- 29.14 Senate shall discuss the report, using its own procedures, and return it to the President within thirty (30) days with comments and recommendations for revision.
- 29.15 The President shall consider the Senate's comments and recommendations as well as the comments and recommendations received from the Union, and shall revise the report where deemed necessary and return the revised report to Senate.
- 29.16 Senate shall discuss the report and return it to the President within fifteen (15) days proposing additional revisions if deemed necessary.
- 29.17 The President shall issue a final report identifying those departments in which there are to be lay-offs and the member(s) to be laid off.
- 29.18 a. The selection of persons to be laid off shall be on the basis of:
- i. quality of performance in teaching and research or scholarly activity in the case of faculty members; the quality of professional librarianship in the case of professional librarians; and
 - ii. length of full-time employment as a member at Brock University.
- b. Where two persons are considered substantially equal in the application of the factors listed in Article 29.18 (a), then the decision shall be made on the basis of service to the Department or University Library, the University and the community.
- 29.19 The following rights and benefits shall apply to members laid off for reasons of financial exigency:
- a. For a first probationary appointee, notice of six (6) months or pay in lieu of notice.
 - b. For a second probationary appointee or a tenured faculty member or permanent professional librarian, twelve (12) months' notice or pay in lieu of notice.

- c. In addition to (a) or (b), severance pay based on one (1) month's pay for each year of service to a maximum of twenty-four (24) months' pay at the normal base salary, but in no case less than six (6) months' pay. In the event that a laid-off member is sufficiently close to retirement that notice or pay in lieu of notice plus severance pay is greater than the amount which the individual would have normally been paid had the exigency not been declared, total payment shall be limited to the latter amount.
- d. The right of first refusal on full-time and part-time (overload) academic or professional positions which may become available and for which members are qualified. Where a member is reappointed any excess of lay-off benefits will be returned to the University.
- e. The right to be considered for administrative positions which may become available and for which members are qualified.
- f. The granting of Adjunct status and the use of scholarly facilities, including office and laboratory space and library and computer services, etc.
- g. Waivers of tuition for laid-off members, their spouses, and dependents in accordance with Appendix D of this collective Agreement.
- h. The rights enumerated in (d), (e), (f) and (g) above to be in force for five (5) years or until the laid-off member obtains alternative full-time academic or comparable professional employment, whichever is less.

ARTICLE 30 – REDEPLOYMENT DUE TO PROGRAM REDUNDANCY

- 30.01 As a part of an academic plan approved by Senate, the University may discontinue programs which no longer warrant being continued for academic reasons or in response to persisting decreased student enrollment in that program over two (2) or more years, subject to the following principles:
- a. The discontinuance of any program which would result in the redeployment of any faculty member must be part of an academic plan approved by Senate. The University will keep the Union apprised of the planning process and its potential ramifications for individuals. Individuals affected will receive a minimum of six (6) months' advance notice of redeployment from the University.
 - b. The discontinuance of any program or service offered by the Library which would result in the redeployment of professional librarian members is subject to consultation with the Library Council (see Article 25.05 – Workload for Professional Librarian Members). The University will keep the Union apprised of the planning process and its potential ramifications for individuals. Individuals affected will receive a minimum of six (6) months' advance notice of redeployment from the University.
 - c. When a member is to be redeployed, the University will consult with that member about his/her preferences, and will invite the member to propose a suitable new position. The University will make every reasonable effort to comply with the member's wishes and to achieve a redeployment that has the agreement of the member concerned.
 - d. The Parties recognize that redeployment may necessitate retraining or upgrading of skills and qualifications and agree that the University will grant and pay for educational leave for that purpose as necessary and normally up to a maximum of two (2) academic years.
 - e. If an employee who is to be redeployed is aged sixty (60) or older, he/she may choose early retirement on terms equivalent to those of the Renewal Leave Plan, without the Reduced Load provision, rather than redeployment.
 - f. As an alternative to a potential redeployment, either the member or the University may initiate negotiations aimed at achieving a voluntary severance of the employee from the University, based on the formula set out in Article 29.19 (Financial Exigency). The University will notify the Union that severance negotiations have commenced and the Union will represent the individual in the negotiations, if the member so wishes.
 - g. If no agreement can be reached between the member and the University on voluntary redeployment, early retirement or voluntary severance, the

University may redeploy the member, provided that the new position is consistent with the normal responsibilities of a faculty member or a professional librarian, as appropriate, as those normal responsibilities are described in this Agreement and, in particular, as they are specified in Articles 12 (Rights and Responsibilities of Faculty Members), 13 (Rights and Responsibilities of Professional Librarian Members), 24 (Workload for Faculty Members) and 25 (Workload for Professional Librarian Members) of this Agreement.

- h. A member who is redeployed maintains tenure/permanency, rank, seniority, salary, benefits, all other benefits of this Agreement and he/she remains a member of the Bargaining Unit covered by this Agreement.

ARTICLE 31 – WORKING ENVIRONMENT, OCCUPATIONAL HEALTH AND SAFETY

- 31.01 The Parties agree that they are bound by the Ontario Occupational Health and Safety Act, R.S.O. 1990, CHAPTER 0.1.
- 31.02 The Union shall be entitled to two (2) representatives on the University Occupational Health and Safety Committee who shall be provided by the University with appropriate training and certification from an accredited source with expertise in health and safety matters as they pertain to the University environment.
- 31.03 When supervising students or employees of the University, members will perform their responsibilities under the Ontario Occupational Health and Safety Act, R.S.O. 1990, CHAPTER 0.1.
- 31.04 Members who believe that there is a risk to health or safety shall draw such potential risks to the attention of a health and safety staff member in the Department of Human Resources and Environment, Health & Safety as well as one of the Faculty Association representatives on the University Occupational Health and Safety Committee. The Health and Safety staff member will respond to the member regarding these concerns in a timely manner.
- 31.05 If the Union believes that a member's concerns about health and safety have not been responded to satisfactorily, it may raise the issue in a meeting of the Joint Committee on the Administration of the Agreement (JCAA). Either party may also raise general health or safety issues at meetings of the JCAA. In a case of the Union's raising an issue at the JCAA, the University shall, if not resolved by the JCAA, investigate such issues brought forward for discussion and report back to the Union in a timely fashion.
- 31.06 The Parties agree to the continuance of a Joint Committee on the Provision of Ergonomic Work Stations (established in Article 31.04 of the previous Collective Agreement (2003-2006)). Each Party will continue to appoint members to the committee as outlined in the Terms of Reference for the Committee, endeavouring to select persons interested and/or knowledgeable in this field. Committee members shall select their own chair. The committee shall be responsible for establishing ergonomic standards for furniture, workstations, and equipment, and for determining priorities for the provision of such furniture, workstations and equipment, and for communicating these standards and priorities to the Parties.

The University shall: (1) include these standards in any request for proposals for the purchase of new furniture, workstations and equipment; (2) ensure that these standards are met when purchasing new furniture, workstations and equipment;

and (3) ensure that these standards are met when retrofitting existing offices and laboratories with furniture, workstations or equipment.

Members who require ergonomic furniture, workstations or equipment on the basis of a *bona fide* and reasonable accommodation need that is consistent with the ergonomic standards set by the committee, will make a request through their Dean or the University Librarian, as appropriate, and/or the Office of Human Resources and Environment, Health & Safety. It is understood that a member's request should be weighed against the ergonomic standards set by the committee and not necessarily the furniture, workstations or equipment available through the University's preferred providers. If denied, the member may present his/her case to the Joint Committee on the Provision of Ergonomic Workstations and Equipment, who will make recommendations to the University on the reasonableness of the request. For the purposes of this Article, "furniture, work stations and equipment" shall be deemed to include, but not to be limited to, chairs, desks, computer tables, and such computer peripherals as the keyboard, mouse, screen glare guard, and wrist support bar. By June 30 each year, the committee shall present to the Parties a written report that details its expenditures on furniture, workstations and equipment for the past fiscal year, as detailed in this Article.

ARTICLE 32 – FACILITIES

32.01 The University acknowledges a continuing responsibility to maintain an environment in which the academic and professional functions of faculty members and professional librarians may be effectively carried out, and undertakes, therefore, to provide a reasonable level of facilities and support services consistent with this responsibility, which include, but are not limited to: suitable private office space and furnishings; a telephone and voice mail; administrative assistance; mail services (within a reasonable distance from the member's office); library, photocopying (within a reasonable distance from the member's office), and audio-visual facilities; access from the member's office to electronic mail, to the Internet, and to the software necessary to the discipline; and the facilities for research or scholarship required by each discipline that are customarily provided by universities. Where members are required to relocate temporarily, the University shall ensure reasonable access to and reasonable continuity of these services. The University agrees to maintain the existing modem pool free of charge to members.

With respect to "private office space" (Article 32.01, above), the Parties recognize that, at times, it may not be possible for the University to fulfill this commitment because of operational needs or physical space limitations. If the University is not able to fulfill this commitment it may require members to share office space for periods of up to one (1) year. Members who are required to share office space with any other employee of the University shall have \$1000 deposited to their PDR account for each subsequent year they are required to share office space.

The University shall make every effort to ensure that shared laboratory space is allocated prudently with respect to the compatibility of the research needs of members working in shared spaces.

By September 30 each year, the University shall report to the Union the name and department of each member who is required to share office space or laboratory space.

32.02 The Parties agree that members cannot fulfill their academic responsibilities without the support of adequate computing infrastructure. Therefore, the University agrees to provide and maintain computing resources, including hardware and software, as are required for fulfilling the basic and typical faculty or librarian responsibilities. Each member shall be provided with:

- a. one computer (including monitor, keyboard, mouse, and necessary cables) capable of connecting to the University network and capable of running such software applications as described in Article 32.02 (b);
- b. software applications, provided either via the network or copied to individual machines appropriately, according to University ITS policy, to perform basic

email, calendar, word processing, spreadsheet and database analysis, and presentation functions; and

- c. access to networked printing resources in each Department or Centre.

If a member's primary computer ceases to function adequately and cannot be restored to normal function as determined by University ITS staff, the University shall provide a substitute computer in a timely manner.

32.03 To further support the ongoing computing needs of members, the University agrees to provide one of the following, as the member chooses, every four (4) years:

- a. A standard computing system (as described in Article 32.02 (a) through Article 32.02 (c)) through the redeployment of University computers; or
- b. A maximum of \$700 toward the purchase of a computer system of the member's choosing, understanding that any additional amount required for the purchase will come from other sources already available to the member.

Members shall submit requests for either a standard computer system or a maximum of \$700, as described in Article 32.03 (a) and (b), to their Dean or the University Librarian, as appropriate.

32.04 A member who resigns or retires may purchase the computer that had been provided by the University under Article 32.02 or which was purchased using University-administered funds, for the current market value as determined by the University's ITS Department. If a member purchases a computer under this Article, the University will remove only the software that is licensed to the University.

- 32.05
- a. The University shall ensure that facilities normally used for teaching on Brock's St. Catharines and Hamilton campuses are reasonably equipped with instructional technology suitable for the type of instruction that will normally take place in the course assigned to a particular room.
 - b. Where this equipment is not permanently installed in rooms, it shall be made available and delivered if the request is: (1) reasonable; and (2) made at least five (5) working days in advance of the required delivery.

ARTICLE 33 – HOLIDAYS AND VACATIONS

- 33.01 Full-time faculty members shall be entitled to one (1) month (22 working days) of official vacation during each academic year of service.
- 33.02 Full-time professional librarian members shall be entitled to twenty-two (22) working days of vacation during each calendar year of service.
- 33.03 Full-time professional librarian members shall be entitled to twenty-five (25) working days of vacation in the twelfth (12th) and subsequent calendar years of service.
- 33.04 Full-time professional librarian members shall be entitled to twenty-seven (27) working days of vacation in the sixteenth (16th) and subsequent calendar years of service.
- 33.05 Full-time professional librarian members shall be entitled to thirty (30) working days of vacation in the twenty-first (21st) and subsequent calendar years of service.
- 33.06 It is the member's responsibility to ensure that this vacation entitlement is taken each year. Vacation shall be taken each year at times mutually agreeable to the member and the Department Chair, Centre Director, or the University Librarian or his/her designate, as appropriate. Agreement shall not be unreasonably sought or withheld. Pay will continue during the vacation at the member's normal basic rate.
- 33.07 Vacation entitlement for periods of service of less than one (1) year, or for part-time employment, shall be on a pro-rated basis.
- 33.08 If a professional librarian member leaves the employ of the University prior to the end of the calendar year and all or part of the vacation entitlement has not been taken, the balance of such entitlement will be added to the member's final pay cheque. Vacation taken but not earned will be deducted from the member's final pay cheque.
- 33.09 If a member contracts an illness or injury demonstrated by a medical certificate while on vacation, the days to which the illness or injury applies shall be counted as sick leave under Article 34.08 (Leaves). The remaining days of vacation may be rescheduled at a mutually agreeable time. Agreement shall not be unreasonably sought or withheld.

33.10 Faculty and professional librarian members shall be entitled to a holiday with pay on each of the following days:

New Year's Day
Family Day
Good Friday
Easter Sunday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day

Also, the period beginning at 12:00 noon on December 24 and ending at 11:59 p.m. on December 31.

Any other day declared as a holiday by the President of the University.

One (1) additional day shall be observed in conjunction with the Canada Day holiday in order to provide a four (4) day weekend, except when Canada Day falls on a Wednesday, in which case the additional day shall be observed on a day mutually agreeable to the member and the Department Chair, Centre Director, or the University Librarian, as appropriate. Agreement shall not be unreasonably sought or withheld.

33.11 Faculty members may cancel class for religious reasons provided that they make alternative arrangements.

33.12 Faculty members shall not be required to attend scheduled examinations that conflict with the member's religious observance. In these cases, the member shall inform the Chair and/or Dean and make mutually acceptable arrangements for ensuring responsibilities are met appropriately.

33.13 In those cases where a professional librarian is required to work on a holiday (Article 33.10), he/she may take two (2) days of additional paid leave at a mutually agreeable time.

ARTICLE 34 – LEAVES

34.01 General Terms

- a. The accumulation of credit towards academic leave by a member on leave shall be as specified in the several sections of this Article.
- b. Benefits for a member on leave shall be as specified in the several sections of this Article.
- c. The nominal salary for a member on leave shall be increased by any scale and service increase awarded to members in general.
- d. A member on any form of approved leave shall not, during that leave, be entitled to the benefits of any other form of leave.
- e. A member on leave shall inform the Department, Dean or University Librarian, as appropriate, and Human Resources of his/her forwarding address(es).

34.02 Academic Leave

- a. Academic leave may be taken in the form of a sabbatical leave in the case of faculty members, and in the form of a professional leave in the case of professional librarians.
- b. Members will normally serve for at least three (3) years between periods of academic leave, except when a member had carry-forward credit at the end of a previous leave, or when a member proposes and the Dean or University Librarian agrees that it is appropriate for that member to apply to take academic leave earlier than three (3) years after a previous academic leave.
- c. Members will not normally be allowed to take an academic leave in the six (6) months immediately before retirement. In the case that the member would be eligible to take his/her leave in that year, he/she may be considered for the leave one (1) year early.
- d. The Department or Library Council, as appropriate, shall make every reasonable effort to consult with members who are on academic leave on the following issues: appointments, reappointments, tenure, permanency, promotion, the appointment of a Department Chair or University Librarian, and any major changes in course offerings, especially when these matters directly affect the members on leave (See Article 34.01 (e)).
- e. Members on academic leave shall have lower priority for use of office space; however, the University will make reasonable efforts to accommodate

members' requests for retaining the use of adequate and appropriate office space during the leave, provided such is required for the member to fulfill his/her obligations as approved in the academic leave plan. Research facilities may be retained with the agreement of the Dean or University Librarian.

- f. Normally, members on academic leave shall not teach paid overload courses at Brock University.
- g. Upon return, the member shall submit within three (3) months a full report to the Departmental Chair and to the Dean or University Librarian, as appropriate, setting out the progress of the leave and what was accomplished.
- h. The University will provide payment of 85% of the salary of an individual for either a twelve (12) month or six (6) month academic leave. Additional consideration may be given by the University where academic leave has not been granted at the normal time. In lieu of a twelve (12) month academic leave at 85% of salary after six (6) years of full-time service, an individual may opt for a six (6) month academic leave at 100% of salary. The University's contributions, in any case, will not exceed what would be required to make the individual's net income from all sources (exclusive of special research funds and/or specific travel grants) equal to 100% of what the individual would normally receive from July 1 of the year in which the leave commences. If assistance from outside sources does not provide for a travel grant, the University may consider the provision of travel expenses. If a member accepts paid employment during his/her academic leave, such remuneration should be considered on the same basis as if it were an outside grant.
- i. Effective July 1, 2007, members who (1) have not taken an academic leave in their career; (2) are within the first ten (10) years of a probationary or tenured/permanent appointment at Brock University; and (3) apply for and are granted an academic leave shall receive 90% of their actual salary during that leave, rather than 85% as described in Article 34.02 (h). Members who do not meet all three (3) of these criteria are eligible for academic leave in accordance with Article 34.02 (h).
- j. Members who have had a leave approved and who have voluntarily postponed a leave need not reapply but may take the leave subsequently with the approval of the University Librarian or the Dean, as appropriate, for up to one (1) year.
- k. There shall be established a Committee on Academic Leaves, represented by gender, which shall consist of six (6) tenured faculty members with the rank of Professor or Associate Professor, and one (1) professional librarian with the rank of III or IV, appointed jointly by the Provost and Vice-President, Academic and the President of the Union. Members applying for academic

leave may not serve on the Committee. Members of the Committee may not vote on applications at the departmental level or at Library Council.

The Committee shall receive applications from faculty members and professional librarians who are planning to proceed on sabbatical or professional leave and make its recommendations to the Provost and Vice-President, Academic. The Committee's recommendations shall be based on the contents of the applicant's dossier, the recommendation of the Department or the Library Council, and the recommendation of the Dean or University Librarian. The Provost and Vice-President, Academic shall respond to the member either approving or denying the leave. The reasons for any denial shall be set out in writing to the member with a copy to the Committee on Academic Leaves, the appropriate Dean or University Librarian and the Union, and shall be based only on the grounds that there is insufficient evidence of research/scholarly/creative activity since any previous academic leave; that the member's proposed leave is unlikely to contribute to his/her scholarly, professional or pedagogical development; and/or in the case of professional leaves that the leave is not sufficiently in the interests of the University.

The Committee shall select a chair and set deadlines for submissions. The Committee shall advise the Deans and the University Librarian of the proposed schedule for its work and shall direct the Deans and the University Librarian to convey this information to all members.

1. Where the Committee requires further information or is considering a negative decision, both the candidate and the candidate's departmental Chair or, in the case of a professional librarian member, the person to whom the member reports shall be invited to appear before the Committee, either separately or together as they wish. The candidate's Dean or the University Librarian, as appropriate, shall also be invited to appear. The member may be accompanied by a Union representative if he/she so wishes. The candidate must be made aware in advance and in writing of all factors that have drawn the application into question, and must have an opportunity to address those issues. This meeting shall take place before the Committee makes its recommendation to the Provost and Vice-President, Academic.

34.03 **Sabbatical Leave**

- a. The purpose of sabbatical leave is to foster the pursuit of knowledge and serve the academic and scholarly objectives of the University by affording faculty members a regular opportunity to maintain and enhance their academic and professional competence free from normal on-campus teaching, research and service obligations. Sabbatical leave is intended to promote intensive scholarly and professional activity through sustained periods of concentrated research and study, contemplation and creative work and through the

extension of the range of contacts of employees to other places, experiences and ideas. The Parties to this Agreement acknowledge a joint responsibility to encourage the effective use of sabbatical leaves so as to strengthen the University in the achievement of its academic objectives.

- b. All faculty members are eligible for sabbatical leave on the basis of one (1) full year's leave for every six (6) years of full-time employment at Brock University. The minimum sabbatical leave shall be of six (6) months' duration, from January 1 or July 1 which may be granted after three (3) years' full-time employment at Brock University. In some instances, it may be possible for a faculty member to take a year's sabbatical leave before the end of six (6) years' service by contracting with the University to return for the balance of the six (6) year period. The University may require that a six (6) month sabbatical leave be delayed up to six (6) months due to departmental or administrative reasons provided to the faculty member in writing by the Dean, with reasonable notice and after consultation with the Department. In granting the first sabbatical leave to a faculty member, credit may be given for previous service to a maximum of three (3) years.

With the prior written approval of the appropriate Dean and the Provost and Vice-President, Academic, a faculty member who has accumulated six (6) years of sabbatical credit may accumulate up to an additional two (2) years credit.

A member who is eligible to apply for a six (6) month sabbatical at 85% salary may apply to take other equivalent combinations of time and remuneration up to and including twelve (12) months at 42.5% salary.

- c. A faculty member requesting a sabbatical leave shall provide his/her Chair with a dossier including:
 - i. the report of the previous sabbatical;
 - ii. an outline of the proposed plans which explains why these should contribute to the member's scholarly, pedagogical or professional development;
 - iii. an updated *curriculum vitae*
 - iv. an explanation of the locale chosen;
 - v. a summary of the member's preparation for that project;
 - vi. a statement of scholarly and/or professional achievements since the previous sabbatical; and, where applicable,
 - vii. plans to take paid employment elsewhere.

A Department must recommend to the Committee on all applications for sabbatical leave. The Dean shall forward the Department recommendation and supporting documents to the Committee on Academic Leaves along with his/her recommendation.

34.04 Professional Leave

- a. The purpose of professional leave is to provide professional librarian members with an opportunity to pursue a program of formal study or professional or scholarly activity, away from regular duties, which will enable them to maintain and enhance their professional effectiveness in ways that are consistent with the academic goals of the University. A professional leave may be granted for a professional librarian member to:
 - i. broaden the member's professional knowledge;
 - ii. acquire experience in an area related to the member's responsibilities; or
 - iii. engage in scholarly activity in the field of library and information science or the assigned areas of subject specialization.
- b. A professional leave may be up to a period of one (1) year. The University may require that a professional leave be delayed up to one (1) year on the grounds that too many members will be on leave at the same time, or other administrative reasons provided to the professional librarian member in writing by the University Librarian, with reasonable notice and after consultation with the Library Council.
- c. A professional librarian member becomes eligible for a leave of up to twelve (12) months after the completion of six (6) years of full-time service, or for a leave of up to six (6) months after the completion of three (3) years of full-time service since the last professional leave, except in the case of a member's first career professional leave.

Normally, a professional librarian member may not take a professional leave in his/her first six (6) years of service at the University. However, if the member wishes to take a leave after his/her first three (3) years of full-time service, he/she shall be eligible for professional leave of up to three (3) months. If the member elects to take such a leave, he/she shall lose any additional professional leave credit that may have accumulated during that three (3) year period.

In granting the first professional leave to a professional librarian member, credit may be given for previous service to a maximum of three (3) years.

With the prior written approval of the University Librarian and the Provost and Vice- President, Academic, a professional librarian member who has accumulated six (6) years of professional leave credit may accumulate up to an additional two (2) years credit.

- d. A member requesting a professional leave shall submit a written application, including an updated *curriculum vitae*, to the Library Council, with a copy to the University Librarian. The application shall include:
 - i. a description of the program of study or professional activity which the applicant intends to undertake;
 - ii. a statement on how the proposed program will provide benefits to the applicant and to the University;
 - iii. the starting date and length of the proposed leave;
 - iv. an explanation of the locale chosen;
 - v. a summary of the member's preparation for the program of study or professional activity;
 - vi. the report from any previous professional leave, and a statement of professional activities and/or scholarly activity since the previous professional leave;
 - vii. the method in which the accomplishments of the leave will be reported to the University Librarian.
- e. The Library Council shall give to the University Librarian a written statement of its recommendation based on the contents of the applicant's dossier.
- f. The University Librarian shall forward the recommendation of the Library Council and supporting documents to the Committee on Academic Leaves along with his/her recommendation.
- g. If the recommendation of the University Librarian differs from that of the Library Council, the University Librarian will consult with the Council.

34.05 Leaves of Absence Without Pay

- a. A member may apply for and the University may grant leave of absence without pay. A member shall apply in writing to the appropriate Dean or University Librarian who shall consult with the member's Department. The Dean or University Librarian shall make a written recommendation to the President, with a copy to the member, giving reasons for that recommendation. The President shall write the member, with a copy to the Union, approving or denying the leave. If the leave is approved, this letter shall set out its terms, including specification of sabbatical or professional leave credit to be accumulated.
- b. A member granted leave of absence without pay for purposes of taking employment elsewhere and who wishes to maintain group insurance coverage and participation in the pension plan shall be responsible for paying the total cost of premiums and/or contributions.

- c. Any other member granted leave without pay shall be entitled to continue participation in the group insurance and pension plans by arranging payment in advance for his/her share of the premiums or contributions.
- d. Eligibility for group insurance while on leave of absence without pay shall be in accordance with the requirements and terms of the insurance carriers.

34.06 Public Service Leave

- a. Members who are candidates for election are entitled to paid leave for the duration of the writ, or in the cases of regional, municipal or school board elections, from Nomination Day until the end of the election.
- b. Members who are elected to office shall be entitled to leave without pay for a period equal to the term of office up to a cumulative maximum of six (6) years.
- c. Members who take public service leave under Article 34.06 (b) shall, for the period of elected service, draw their salary from, and participate in the group insurance and pension plans of, the parliament or legislature, or other body to which they have been elected.

34.07 Court Leave

- a. Paid leave shall be granted to any member who is called for jury duty or who is compelled by subpoena to attend as a witness by any body in Canada with powers of subpoena. The member shall notify the Chair and the appropriate Dean or University Librarian and shall supply the Dean or University Librarian with a copy of the summons. The member and the Department shall make alternative arrangements to meet the member's responsibilities. Members on court leave shall accumulate credit in all matters as if they had not been granted any form of leave and shall lose no rights or privileges as a result of being on court leave.
- b. Any member wishing to voluntarily appear to present evidence before any Committee, Board, Commission, Enquiry or like agency, when such appearance conflicts with scheduled duties, shall inform his/her Chair, Dean or University Librarian, as appropriate, stating the agency and dates of appearance before the agency, and shall make mutually agreeable arrangements for the performance of these scheduled duties.

34.08 Sick Leave

- a. In cases where members are unable to perform their duties as a result of illness or accident, they shall be entitled to full salary and benefits for up to 105 days.

- b. The member shall inform the Chair, Dean or University Librarian, as appropriate, as soon as possible of his/her illness so adequate alternative arrangements can be made to fulfill the member's duties.
- c. The University may, with reasonable notice, request the member provide an acceptable medical certificate stating, to the extent possible, the impact on the individual's ability to perform his/her duties and prognosis with respect to the member's ability to return to work.
- d. In the event the member remains unable to perform his/her duties as a result of illness or accident after 105 days, he/she is eligible to apply for benefits in accordance with the provisions of the Long Term Disability Income Plan, except as described in Article 22A.02 (Retirement).
- e. Members over the age of 65 are required to join the Extended Short Term Disability Plan, and premiums will be deducted monthly. The Extended Short Term Disability Plan will provide members who qualify according to the terms of the plan with a non-taxable benefit equal to sixty per cent (60%) of salary up to a maximum of \$1,154 per week for up to thirteen (13) weeks beyond the expiration of the normal sick leave of 105 days (Article 34.08 (a)).
- f. A member who is on an approved sick leave of 105 days or longer may elect to have academic appointment decisions related to his/her tenure or permanency delayed by one (1) year for each leave.

34.09 Parental Leave

- a. All female full-time members are eligible for paid pregnancy/adoption leave of up to seventeen (17) weeks. To be eligible for paid pregnancy/adoption leave, part-time female members must have been continuously employed at Brock University for at least twelve (12) months.
- b. The member is entitled to begin her pregnancy leave at any time within eleven (11) weeks before the expected date of birth. She shall provide the appropriate Dean or University Librarian, as appropriate, and Human Resources with three (3) months' notice in writing of the date upon which she intends to begin her leave and a medical certificate indicating the expected date of birth. She is entitled to a fixed minimum post-delivery leave of six (6) weeks after the actual date of birth of the child or ending no more than seventeen (17) weeks from the beginning of the leave, whichever is later. Leave may voluntarily be shorter than the seventeen (17)-week period, although a member wishing to return to work before six (6) weeks post delivery, shall provide a medical certificate to the appropriate Dean or University Librarian, as appropriate, and to Human Resources.

- c. All members seeking paid pregnancy/adoption leave shall apply for Employment Insurance maternity leave benefits. The normal salary of a member who receives the employment insurance benefits shall continue for the first two (2) weeks of pregnancy/adoption leave, and 95% of such salary, less Employment Insurance maternity leave benefits, shall be provided from the University's Supplemental Unemployment Benefits Plan for up to fifteen (15) additional weeks. A member who is not entitled to Employment Insurance pregnancy/adoption leave benefits shall receive full salary from the University until she becomes eligible for Employment Insurance benefits.
- d. The member shall continue participation in the group insurance and pension plans. Arrangements to continue such participation shall be made by the member with Human Resources. The member shall be responsible for maintaining her normal contributions and the University shall make its usual contributions.
- e. Should the pregnancy result in medical complications, before or after the pregnancy leave, the sick leave provisions of this Article shall apply.
- f. A member on pregnancy/adoption leave may take a further eighteen (18) weeks of paid parental leave, provided the member applies in writing a minimum of four (4) weeks prior to the expiry of her pregnancy leave and is the primary provider of childcare. The member shall apply for Employment Insurance parental leave benefits and shall receive 95% of full salary less Employment Insurance parental leave benefits during the additional eighteen (18) week leave.
- g. Members using these provisions shall be reinstated after the leave to their position without loss of salary level or rank. Vacation and sabbatical leave entitlements shall continue to accrue during the leave and unused vacation entitlements may be carried forward to be used in the next academic year following the termination of the leave.
- h. A member who has taken pregnancy/adoption leave may elect to have academic appointment decisions related to his/her promotion and/or tenure/permanency delayed for one (1) year for each leave.
- i. If a member who is male assumes the primary childcare responsibility upon the birth or adoption of a child, the pregnancy/adoption leave benefits of this Agreement shall apply to him.
- j. A paid leave shall be granted to any member who becomes a parent by the birth or adoption of a child. Such leave is not in addition to pregnancy/adoption leave and shall be for a period of up to five (5) consecutive working days.

34.10 Bereavement/Compassionate Leave

- a. It is recognized that certain circumstances may arise in the member's personal or family life which may require his/her absence from the University for a limited period of time. To that end, members are entitled to bereavement/compassionate leave as follows:
 - i. In the event of a death or serious illness in a member's immediate family, the member shall be entitled to up to ten (10) working days bereavement/compassionate leave. Immediate family is defined as spouse, common-law spouse, same sex partner, child, sibling, parent, mother-in-law, father-in-law, grandparent, grandchild, foster parent or ward;
 - ii. In the event of a death or serious illness for any other individual who holds a close and personal relationship to a member, he/she shall be entitled to up to five (5) working days bereavement/compassionate leave;
 - iii. Additional bereavement/compassionate leave may be granted at the discretion of the Dean or University Librarian.

ARTICLE 35 – PERFORMANCE REVIEW

35.01 The Parties agree that the purpose of performance review is to advise and guide faculty and professional librarian members with a view to ensuring that individual performance is consistent with the expectations set out in this Collective Agreement.

35.02 In the case of a faculty member, the member's performance will be reviewed based on the criteria in Articles 12 (Rights and Responsibilities of Faculty Members), 21 (Promotion and Tenure – Provisions for Full-time Faculty) and 24 (Workload for Faculty Members).

In the case of a professional librarian member, the member's performance will be reviewed based on the criteria in Articles 13 (Rights and Responsibilities of Professional Librarian Members), 22 (Permanency and Promotion for Professional Librarian Members) and 25 (Workload for Professional Librarian Members).

If relevant, performance review will take into account a member's reduced load (Article 26 – Reduced Load).

35.03 Each faculty and professional librarian member will participate in a performance review each year, which will include a review of his/her Annual Report. Performance review for faculty members is the responsibility of the Dean following consultation between the appropriate Chair and member. Performance review for professional librarian members is the responsibility of the University Librarian following consultation between the appropriate department head or Associate University Librarian and the member.

35.04 If a Dean or the University Librarian believes that the outcome of a particular performance review may be that performance is not consistent with the expectations set out in this Collective Agreement, he/she will meet with the member, who may be accompanied by a Union representative, to explain the basis for this judgment, and to consider the member's verbal or written response.

35.05 A member who is advised that his/her performance is not consistent with the expectations set out in this Collective Agreement will receive a written explanation detailing the reasons for this finding and detailed advice about what he/she must do in order to more adequately meet expectations. The University will provide a copy of this written explanation to the Union.

35.06 Should the Union disagree with a member's performance review, the issue may be addressed through the dispute resolution mechanisms outlined in Article 10 (Complaints, Grievances, and Arbitration).

ARTICLE 36 – ACCESS TO FILES

- 36.01 This Article regulates the storage and use of documents and materials used by the University in the personal assessment of a member, except for documents and materials prepared for and used in the process of consideration for promotion or the granting of tenure/permanency. Such documents and materials shall be placed in one of the member's official personnel files which shall be kept only in the Office of the member's Dean, or in the case of a professional librarian, in the office of the University Librarian, and the Office of Human Resources. Normally, only one (1) personnel file will be kept in any one of the above offices. When more than one file is held in an office, each file in that office shall carry a note indicating the existence of the other(s).
- 36.02
- a. Subject to subsection (b), the member, or his/her authorized representative, shall be allowed to examine his/her personnel file in the presence of a person designated by the head of the office in question during normal business hours and on reasonable notice. The member shall not be permitted to remove the file or any part thereof from the office.
 - b. Letters which have been solicited in confidence pursuant to this Agreement or established University procedures shall have identifying marks removed. The originals shall be kept in a confidential portion of the file. The file shall include an inventory of the open and confidential portions of its contents. The inventory shall not be confidential. It shall list confidential documents by date and general subject only but shall not identify the author.
 - c. Article 36.02 (b) does not apply to letters solicited in confidence prior to the signing of the 1986-1990 Collective Agreement. The contents of such letters may be revealed to the faculty member only after permission of the author has been obtained.
 - d. The University shall ensure that documents and materials submitted with a request for confidential status address only those criteria that are relevant to the assessment to be made about the member and that the documents and/or materials do not violate Article 7 (No Discrimination) of this Agreement.
- 36.03 Unless specifically requested by the member, no anonymous material shall be kept in the file.
- 36.04 A member shall have the right to have included in his/her file(s), his/her written comments on the accuracy or the meaning of any of the contents of his/her file(s), and to add any relevant documents to the file(s). Material contained in a member's file(s) may be removed from the file(s) only by the mutual agreement of the member and the head of the office in question.

- 36.05 A member may, on written request and at his/her own expense, obtain copies of that part of his/her file(s) open to him/her.
- 36.06 Except as specified in this Agreement, documents and materials used by the University in the personal assessment of a member, and the documents and materials prepared for and used in the process of consideration for promotion and the granting of tenure/permanency of a member shall not be made available to third parties except in the performance of their duties under this Agreement.
- 36.07 The University shall be entitled to use, in the course of its normal academic business, data contained in the *curricula vitarum* of members, subject to the member's agreement as to those portions of his/her *curriculum vitae* which may be so used. Members shall, at the request of their Dean or University Librarian, as appropriate, update their *curricula vitarum*. An updated *curriculum vitae* is to be provided to the Dean or University Librarian, as appropriate, with each Annual Report.

ARTICLE 37 – PRIVACY AND CONFIDENTIALITY

- 37.01 The Parties agree that members and employees of the Union have a right to privacy in their personal communications and files, whether on paper or in electronic form, and the Parties undertake to respect that right to the fullest extent possible.
- 37.02 The Parties recognize the importance of safety and security and the role that video surveillance plays in maintaining such; however, the Parties agree that space assigned to the Union under Article 40.01 (Rights of the Union) of this Collective Agreement will not be subject to electronic surveillance by the University.

ARTICLE 38 – PATENTS

38.01 Statement of Basic Policies

With the exception of contract research or research covered by Article 38.04, and subject to the special rights hereinafter reserved in this paragraph, the University waives any claim to the ownership of, or beneficial interest in, any invention developed by a member (notwithstanding that such invention might be intellectually conceived in the course of University work). Accordingly, the inventor of any such invention is free to publish the details of the invention and to prosecute patent proceedings with respect to said invention in Canada and elsewhere at his/her own expense or at the expense of a privately arranged sponsor. In the case of any invention developed in the course of, or as a result of, research involving University support and/or facilities and/or equipment, the inventor shall disclose to the appropriate Dean or University Librarian, as appropriate, and the Vice-President Research, the member's intention to file a patent application in Canada or elsewhere and the prosecution thereof. The member shall inform the appropriate Dean, or the University Librarian, as appropriate, and the Vice-President Research of the outcome of such an application within ninety (90) days of the decision. The member shall grant the University a non-exclusive, royalty free, irrevocable and non-transferable license to use solely for the University's internal use the patented device, equipment or process under all patents arising from any invention developed in the course of, or as a result of, research involving University support and/or facilities and/or equipment to enable the University to practice the invention in the University, but without the right to commercially exploit, sub-license or sell any product or process which is patented or arises from patented invention.

Where the member chooses to exercise his/her option to file for a patent at his/her own expense, the member is responsible for informing co-creators (e.g. students, post-doctoral fellows, co-investigators) of his/her intention to file for a patent. The member is solely liable for any actions that arise from such filings and shall indemnify the University against any actions from co-creators or sponsors.

It is to be further agreed that the rights of the Parties might be, in the case of research funded by a sponsor, subject to any special stipulations or equities that such fund-granting body might establish as a condition or term of any such grant, contract, contribution agreement or collaborative research agreement.

The University in keeping with its objectives of encouraging inventions by members, both within and outside the framework of the University operations, invites any member, as an alternative to private (or privately sponsored) patent proceedings, to submit the subject matter of any invention to the University for financial and developmental assistance. The decision as to whether or not such submissions should be made to the University is at the sole option of the inventor. The acceptance of such voluntary submission by the University is conditional

upon the University being satisfied that the provision of such assistance is feasible under the particular circumstances. If the inventor chooses to avail himself/herself of any such assistance offered by the University, then he/she accepts the conditions under which these services are offered, namely:

- a. The patent rights with respect to the submission shall be assigned to the University which shall thereafter deal with such rights as it deems most expedient for the obtaining of a patent or patents with respect thereto, additional research and/or technology development, licensing agreements and possible further promotional and/or other development.
- b. From the date of such assignment to the University by the inventor, the University shall thereafter be responsible for the legal and other expenses and costs involved in the prosecution of patent proceedings and possible subsequent further investigation, development, and promotion, with the understanding that the University or outside agency, in such event, would be subsequently entitled to indemnification for such expenses and costs, by way of deduction from any proceeds (whether capital or income) which might thereafter be received with respect to the assigned invention. The net remainder of any such proceeds would then be divided equally between the inventor and the University. The funds acquired by the University shall be used by the University for the support of research by members. Such funds shall be deposited to a University trust account. Disbursements shall be reported annually to the Parties to this Agreement.
- c. With respect to contract research undertaken by the University, members must recognize any limitations of their patent or publication rights arising from the contract to which they are a party.
- d. Notwithstanding the foregoing special considerations applicable in case of such contract research, the University shall, at the time of negotiation of any such contract and at the request of the principal investigator involved or where it otherwise deems it expedient, negotiate with the sponsor, in the event of a legal assignment or licensing of patent rights being required, to obtain the most favourable possible terms for the University and the inventors.

38.02 **Definitions**

The term "invention" as used in this Article shall include not only the statutory definitions of the term as set forth in the Canadian Patent Act but also any invention which may be patented under the laws of any foreign patent jurisdiction. The use of the term "inventor" as used in this Article is extended accordingly.

38.03 **Procedures**

Any member desiring to use the University's assistance in pursuing a patent shall follow whatever procedures the University has adopted for such purposes as of that date.

38.04 The University maintains first right to patent for anything invented or developed by a professional librarian member as a specific part of his/her assigned responsibilities, unless it agrees in writing to some other arrangement.

ARTICLE 39 – COPYRIGHTS

39.01 Overview

The Copyright Act of Canada recognizes that the author of a work shall be the first owner of the copyright except where the author is employed under a contract of service and the work was made in the course of this employment. In this case, the employer of the author(s) shall be the first owner of the copyright if there is no agreement to the contrary. Pursuant to the latter, the University agrees and undertakes to transfer to the author(s) and hereby transfers to the author(s) ownership of the copyright(s) in any materials produced by faculty, subject to any exceptions hereinafter specifically mentioned.

39.02 Applicability

Copyright applies to all original educational, bibliographic, literary, dramatic, musical and artistic works including, among others: lecture and seminar materials, distributed learning materials, books, writings, musical works, sculpture, paintings, photographs, films, audio and video tapes, computer programs, electronic media, dictionaries and encyclopedias.

39.03 University Rights

- a. When the University contributes significant resources to the development of copyrightable materials, as defined in 39.02, the ownership, use and rights of revision of such materials shall be governed by specific contracts between the member(s) and the University. Such contracts must be finalized before the work is commenced. A copy of any such contract will be given to the Union. The terms of a typical contract shall be consistent with this Agreement and shall, at least, address the following matters:
 - i. definition of the materials to be produced;
 - ii. scheduling and funding of the project;
 - iii. ownership and use of materials;
 - iv. licensing of the use of the materials;
 - v. rights of revision; and
 - vi. definition, distribution and timing of royalty and other payments.

Significant resources shall be resources provided (exclusive of salaries and benefits, external grants and the provision of ordinary working facilities (as defined in Article 32 – Facilities)) at least equivalent to a stipend for a half-credit course as defined in this Agreement.

- b. When a member is employed for the express purpose of creating or producing specific works which may be copyrightable, then the University reserves complete ownership of the copyright in the material unless alternate

provisions are made in writing between the member and the appropriate Dean or University Librarian, as appropriate.

- c. Apart from copyright, the University will have the ownership and property right in the master copy of all commissioned works as described in Article 39.03 (b).

39.04 Right of Revision

The University acknowledges the sole right of members to revise the contents of works, or portions of works, which they have created.

39.05 Termination of Employment

If a member's employment with the University terminates for any reason, that member's rights under this Article shall continue unless otherwise agreed to by the University and the member or his/her estate. Copyright materials (as defined by Article 39.02) created by a member will not be used at the University after the member's termination without the agreement of the member.

39.06 Royalties

In all cases where a member prepares copyright material using significant resources provided by the University (as defined in Article 39.03 (a)), any royalty income will be distributed between the University and the member on the following bases:

- a. The University shall receive 75% of all earned royalties or other income until all University costs assigned to the preparation or development or distribution of the material are recovered. These costs will not exceed the amount of significant resources provided by the University as defined in 39.03 (a).
- b. Once all assignable costs have been recovered, the University will receive 25% of royalties or other income.
- c. The balance of the royalties shall be distributed to the members commensurate with their contribution to the copyright work.

- 39.07 Subject to the terms of Article 39.05, in all cases where a member prepares copyright material using significant resources provided by the University (as defined in Article 39.03 (a)), the member shall grant the University a non-exclusive, royalty free, irrevocable and non-transferable license to use the copyrighted material solely for the University's internal use but without the right to commercially exploit, sub-license or sell any copyrighted material.

39.08 **Allocation of University Royalty Income**

Royalty or other income from copyright work accruing to the University in excess of the income necessary to meet assignable costs will be made available for the development of other copyright works and the support of research and scholarly publication by members. Such funds shall be deposited to a University trust account. Disbursements shall be reported annually to the Union.

ARTICLE 40 – RIGHTS OF THE UNION

40.01 The University shall provide the Union with the use of centrally located, serviced office space consisting of rooms C409, D401 and D402 in the MacKenzie Chown Complex, or mutually acceptable equivalent office space, at an annual fee of one dollar (\$1), with five (5) telephone lines and a fax line, the telephone and fax charges to be borne at internal rates by the Union. The Union shall have the use, free of charge, of the internal University postal service. External mailing costs of the Union shall be borne by the Union. The University shall allow the Union the use of all University services, computing services and audio-visual services on the same basis and at the same rates as those applicable to the most favoured University users. The University shall endeavour to provide the Union with suitable meeting rooms as required, free of charge.

During the life of this Collective Agreement (i.e. the Collective Agreement that became effective July 1, 2008), the University and the Union will attempt to agree on additional or alternate office space arrangements for the Union's use. The JCAA will discuss the issue of the office space currently assigned to BUFA and whether alternate, mutually agreeable, improved space may currently be or become available to assign to BUFA.

The Union has the right to have Parking Services reserve up to three (3) parking spaces per day, on a pay per use basis, for guests of the Union.

40.02 The University shall arrange for a courtesy account, with a separate account number, for use only by the Union, to which charges incurred by the Union shall be debited for subsequent payment by the Union. The Union agrees to abide by the accounting procedures of the University for this purpose.

40.03 The University shall collect Union membership dues by means of monthly salary deduction for all members. The total amount of dues so collected will be deposited to the Union's account, at the same time as the payday for members. The University shall provide a monthly list stating the name, salary, Union dues deducted in that month, and Union dues deducted for the year-to-date for each member. An annual statement of the Union dues, which have been deducted from his/her salary during the calendar year, shall be provided to each member on his/her T4 Income Tax form by February 28 each year.

At the commencement of the Agreement, the Union shall advise the University in writing of the amount or mill rate of its monthly dues. Thereafter, the Union shall give the University ten (10) days' notice, in writing, of any change in the mill rate or dues of the Union.

40.04 The University shall act as paymaster on behalf of the Union in respect of employees of the Union, and shall: pay Union employees bi-monthly by direct deposit to employees' bank/trust accounts; deduct Income Tax, Canada Pension

- Plan, Employment Insurance payments, benefits, and any other voluntary deductions available to the employees of the University; and shall issue T4 forms by February 28 each year. Such amounts paid out shall be charged monthly to the Union's courtesy account.
- 40.05 The University agrees to prepare and provide to each member a copy of this Agreement including all appendices and to provide to the Union an additional one hundred (100) copies for its own use. The University shall endeavour to prepare copies of the Agreement within two (2) months of the signing of this Agreement. The University also agrees to make the text of this Agreement available, and any future agreements, on the University website within two (2) months of the signing of this Agreement. A hard copy and an electronic file of the Agreement indicating all changes shall be sent to the BUFA office in a timely manner following the signing of this Agreement.
- 40.06 Service to the Union shall be treated in the same manner as committee and similar duties performed for Departments, Faculties, Library and the University as a whole for purposes of assessing and evaluating a member's annual service contributions. Individuals whose workloads include service, as described above, shall have their distribution of workload adjusted to accurately reflect the balance of service, teaching, or other professional responsibilities (see Articles 24 – Workload For Faculty Members and 25 – Workload For Professional Librarian Members).
- 40.07 The Union shall have the right at any time to call upon the assistance of representatives of the Canadian Association of University Teachers and the Ontario Confederation of University Faculty Associations. Such representatives and any other duly designated representatives or counsel for the Union shall have access to Brock University premises to consult with members, Union officials or the University. These representatives designated by the Union shall participate in discussions or negotiations with representatives of the Board/University when their authority has been communicated to the University by the Union.
- 40.08 The University Timetabler shall make all reasonable efforts to assign a weekly three (3) hour time block between the hours of 9:00 am to 4:00 pm in order that all Executive Committee members can attend all meetings of the Union's Executive Committee.
- 40.09 The University will provide the Union with releases from teaching equal to seven (7) full courses each academic year. In years in which the negotiation of this Collective Agreement extends past September 1, the University will provide the Union with releases from teaching equal to nine (9) full courses for that academic year. Unused course releases may be carried forward by the Union. The Union shall be entitled to purchase additional course-load reductions, or equivalent, at the overload rate then in effect. This arrangement is applicable only to this Article and without prejudice to the more general arrangements for reduced workload

with pro-rated pay specified in Article 26 (Reduced Load) of this Agreement. The actual division of such load reductions among the officers and/or representatives of the Union shall be decided by the Union. The Union undertakes to inform the University by May 1 of its intentions for the following academic year respecting both purchase and division of release time.

In the case of a professional librarian member, release from one (1) seven-hour (7- hour) shift per week for a ten-month (10-month) period shall be deemed to be equivalent to one (1) full course release from teaching, although that release time may be distributed over the week in other mutually agreeable ways. In the event that a professional librarian member's workload cannot be reduced by the amount of release time purchased by the Union, the member will be paid an overload stipend (e.g. a half-course overload stipend will be paid if the Union purchases the equivalent of one (1) seven-hour (7-hour) shift per week for a five- month (5-month) period).

ARTICLE 41 – INFORMATION

41.01 On or before September 1, January 1 and May 1 of each year, the University shall provide the following information electronically and in hard copy to the Union for the current academic year, and, upon request, will provide preliminary lists if available:

- a. for all members, the name, age, rank, department, faculty, date of appointment, gender, status, actual salary, nominal salary, e-mail address (when available), whether tenured/permanent, probationary or limited term, if not tenured/permanent, and the termination date of the appointment;
- b. for faculty members, the information will include cumulative years of employment as a faculty member, date of last sabbatical, date of last change in rank, highest degree, and year of highest degree;
- c. for professional librarian members, the information will include cumulative years of employment as a professional librarian, date of last professional leave, date of last change in rank, and types and years of degrees; and
- d. the number of members at each professional and faculty rank.

41.02 On or before September 1 each year, the University shall provide the following information to the Union for the current academic year:

- a. for all those members who were promoted as of July 1, the name and new rank and the names of all of those members granted permanency or tenure as of July 1;
- b. for all those members on leave, the name, type of leave and initial and final dates of leave;
- c. the names of all members who retired or otherwise left the service of the University as of June 30;
- d. the names of Chairs of Departments and Centre Directors and the amount of course or workload release granted for that academic year; and
- e. for all those members hired during the current academic year, the name, starting salary, rank, department and faculty.

41.03 The University will provide the Union with copies of final correspondence to members regarding appointments, reappointments, promotions, tenure, permanency, leaves, reduced load, or similar matters, setting out the terms of such, at the time the correspondence is sent to the member. In addition, the

- University will provide copies of any document generating pay in addition to normal salary to faculty and librarian members.
- 41.04 The University will advise the Union of members leaving or re-entering the Bargaining Unit within a month of their having done so by providing a list of names, corresponding rank and department, and e-mail addresses.
- 41.05 The University will advise the Union of members' going on or returning from Long Term Disability.
- 41.06 The University shall provide the Union with copies of the agenda, associated papers and minutes of the Board of Trustees and its committees, including the Pension Committee, the Senate and its committees and sub-committees where these are not deemed by the Board or Senate to be confidential, and with copies of:
- a. budget drafts as presented to the appropriate Senate Committee;
 - b. the annual audited financial statement of the University, together with a copy of the auditor's report;
 - c. formal position statements on policy issues to the government, the community or the media at the same time as the release; and
 - d. a copy of each general mailing from the University to members.
- 41.07 The Union shall provide the University with a list of the members of the Executive Committee of the Union, and all other persons authorized to represent the Union on execution of this Agreement. The Union will advise the University of any subsequent changes in the lists as they occur.
- 41.08 The Joint Committee to Administer the Agreement (JCAA) shall review the exchange of information periodically. Any agreed increases or changes in format of information shall be covered in a letter of understanding.

ARTICLE 42 – NO STRIKE OR LOCKOUTS

- 42.01 There shall be no strikes or lockouts during the life of this Agreement.
- 42.02 Members have the right to decline to perform the duties of other University employees during any legal strike by, or lockout of, those employees.
- 42.03 No member shall be disciplined on the basis of his/her decision not to cross a legal picket line, or on the basis of any consequences of that decision.
- 42.04 The Parties agree that, in the event of a legal strike or lockout, the following rights shall continue to be observed until a new Collective Agreement has been reached, despite the expiry of the rest of this Collective Agreement:
- a. In the event that a legal strike or lockout puts a member's research at risk of irreparable damage, the University shall facilitate access to specific research facilities by the member or a mutually acceptable designate in order to minimize any such risk. Irreparable damage includes, but is not limited to, physical harm to animal specimens, loss of live or decomposable materials, missing the occurrence of an infrequent event, and damage to sensitive equipment.
 - b. The University will continue to provide the service of paymaster for employees of the Union so that they will continue to receive their salaries in accordance with Article 40.04 (Rights of the Union) of this Agreement.
 - c. Any monies owing to the Union from members' dues deduction for days prior to a legal strike or lockout will be deposited into the Union's account on the normal deposit day and via the normal process.
 - d. Eligible members will continue to receive pregnancy/adoption and parental leave benefits as provided for under, and in accordance with, Article 34.09 (Leaves).

ARTICLE 43 – LEAVING AND RE-ENTERING THE BARGAINING UNIT

- 43.01 A member who becomes ineligible for membership in the Bargaining Unit by virtue of accepting a senior academic administrative position, accepting a position with the University other than as a faculty member or professional librarian, or leaving the employ of the University, shall cease to be a member of the Bargaining Unit on the day that his/her new status commences.
- 43.02 Any employee of the University who becomes eligible for membership in the Bargaining Unit by virtue of leaving a senior academic administrative position and becoming a faculty member or professional librarian shall become a member of the Bargaining Unit on the day that his/her new status commences.

ARTICLE 44 – CHANGES TO THE BROCK ACT

44.01 The University agrees to consult with the Union prior to requesting any changes to the Brock University Act of the Province of Ontario. The University will provide full disclosure of any such requested changes.

ARTICLE 45 – TRANSITION TO THE AGREEMENT

- 45.01 All applications for reappointment, tenure, permanency, promotion, leave , or reduced load that are in the process on the date that this Agreement comes into force shall be continued and concluded according to the procedures, practices and criteria prevailing before that date, unless the member indicates in writing that he/she prefers to apply under the terms of this Agreement, in which case its provisions shall apply.
- 45.02 All complaints or grievances that are in process on the date that this Agreement comes into force shall be continued and concluded according to the procedures, practices and criteria prevailing before that date, unless the Parties agree to proceed under the terms of this Agreement, in which case its provisions shall apply.
- 45.03 If a vacancy for a position covered by this Agreement has been advertised before the date that this Agreement comes into force, the appointment procedures and criteria prevailing before that date shall be applied until the position has been filled or readvertised, unless the Parties agree otherwise.

ARTICLE 46 – CORRESPONDENCE

46.01 Unless otherwise specified in the Agreement, all correspondence between the Union and the University arising out of this Agreement or incidental thereto shall pass between the President of the University and the President of the Union. Where written notice is specified in the Agreement, the University internal mail service is deemed adequate.

The addresses of the Parties shall be as follows:

The President
Brock University
Schmon Tower
Brock University

The President
Brock University Faculty Association
D402, Mackenzie Chown Complex
Brock University

ARTICLE 47 – LEGAL LIABILITY

47.01 The University shall maintain liability insurance of not less than five million dollars (\$5,000,000) insuring members who are acting within the scope of their employment against liability claims.

47.02 Upon request, the University will summarize and report to the Union the following aspects of the University's liability coverage, described in Article 47.01:

- a. the General Liability Policy Declaration which shall include the limit of liability, deductibles to be paid, and the period of coverage;
- b. the Educational Institutions Errors and Omissions Liability Policy Declaration which shall include the limit of liability, deductibles to be paid, and the period of coverage;
- c. the Certificate of Excess Insurance which shall include the limit of liability, deductibles to be paid, and the period of coverage; and
- d. the Subscribers Agreement which shall include an outline of the parameters of coverage as they pertain to members of the Union.

The Parties understand that in meeting the requirements of this Article (47.02) the University is bound, and shall not be required by this Agreement to violate, the non-disclosure terms of the above-noted insurance policy.

On request, the University will confirm for members their liability coverage in particular situations.

ARTICLE 48 – DURATION AND AMENDMENT OF THE AGREEMENT

- 48.01 This Agreement shall be in effect immediately on the date of signing and shall continue in force until June 30, 2011.
- 48.02 Amendments to this Agreement may be made at any time by mutual consent of the Parties.
- 48.03 Either Party may notify the other in writing within the period of ninety (90) days before the expiry of this Agreement of its desire to bargain with a view to the renewal of the Agreement, with or without modifications, and bargaining shall commence within fifteen (15) days, unless the Parties mutually agree on a different starting date. The Parties may agree to commence bargaining earlier than ninety (90) days before the expiry of this Agreement.
- 48.04 This Agreement shall remain in full force and effect after its expiry date until a new Agreement has been reached, or until the conciliation process prescribed by the Ontario Labour Relations Act has been completed and a legal strike or lockout has been declared.

IN WITNESS whereof, the Parties hereto have caused this Agreement to be executed in the City of St. Catharines, in the Province of Ontario, by their duly authorized officers and representatives this 5th day of December, 2008.

On behalf of the Board of
Trustees of Brock University

On behalf of the Brock
University Faculty Association

- APPENDIX A -

ONTARIO LABOUR RELATIONS BOARD

2461-96-R Brock University Faculty Association (Unincorporated #2), Applicant v. **Brock University**, Responding Party.

BEFORE: Timothy W. Sargeant, Vice-Chair, and Board Members J. A. Rundle and R. R. Montague.

DECISION OF THE BOARD; December 18, 1996

1. No statement of desire to make representations has been filed with the Board within the time fixed by the Board following the taking of the representation vote pursuant to the Board's direction of November 20, 1996.

2. Having regard to the agreement of the parties, the Board further finds that:

all employees of Brock University employed as full-time faculty and full-time professional librarians in or out of the City of St. Catharines and the City of Hamilton including:

- a. full-time teaching staff at the rank of Professor, Associate Professor, Assistant Professor or Lecturer who hold probationary, tenured or limited term appointments including those on renewal leave;
- b. those who are appointed to teach on a full-time basis, provided such appointees have the primary responsibility for teaching two or more full, or the equivalent of full and half courses in any academic year and who are appointed for a period of at least eight consecutive months; and

c. Professional Librarians

save and except:

- a. the President, Vice-Presidents, Associate Vice-Presidents, Deans, Associate Deans, University Secretary, Registrar, Associate Registrars, University Librarian, Associate University Librarians, Directors of Non-Academic Administrative Departments;
- b. Professional Librarians employed in the Instructional Resources Centres of the Faculty of Education constitute a unit of employees of the responding party appropriate for collective bargaining.

Clarity Notes

- a. Faculty members on the Board of Trustees shall be members of the bargaining unit but will not participate in BUFA business during the period they are on the Board i.e. they will not hold office in BUFA or serve on a BUFA committee but will be allowed to vote at BUFA meetings. Should they do so they would be assumed to have voluntarily resigned from the Board. Faculty members on the Board will remove themselves from discussions and will not vote on matters related to the remuneration or benefits, terms of employment, rights or privileges available to employees of the University that are directly related to compensation or that are negotiated in a collective fashion for a class or group of employees of the University.
 - b. The parties agree that notwithstanding the forgoing Daryl Ann Dickman and Helgi Kernahan are included in the bargaining unit.
3. On the taking of the representation vote directed by the Board, more than fifty per cent of the ballots cast by employees in the bargaining unit were cast in favour of the applicant.
 4. A certificate will be issued to the applicant.
 5. The Registrar will destroy the ballots cast in the representation vote taken in this matter following the expiration of 30 days from the date of this decision unless a statement requesting that the ballots should not be destroyed is received by the Board from one of the parties before the expiration of such 30 day period.
 6. Meeting and hearing dates set previously are hereby cancelled.
 7. The responding party is directed to post copies of this decision immediately, adjacent to all copies of the “Notice of Vote and of Hearing” posted previously. These copies must remain posted until the date that had been set for the hearing.

“Timothy W. Sargeant”

for the Board

- APPENDIX B -

BROCK UNIVERSITY

Policy on Integrity In Research and Scholarship

1.0 PREAMBLE

Early in 1994, the Social Sciences and Humanities Research Council (SSHRC), the Natural Sciences and Engineering Research Council (NSERC), and the Medical Research Council (MRC) produced a policy statement on Integrity in Research and Scholarship. Development of this policy had been underway since 1991, and resulted from a series of consultations among the three Councils and representatives of the research community.

While the Tri-Council statement was the immediate stimulus for a Brock University policy on integrity in research and scholarship, this policy is not restricted solely to programs that benefit from Council funding. Thus, the policy applies to all personnel at Brock who are involved in the research process and research programs: faculty, staff, students, and volunteers. Some policy sections overlap with existing Collective Agreements, regulations and procedures that address specific constituencies of the Brock community. When overlap occurs, the existing Collective Agreements, regulation(s) and procedure(s) will prevail.

Where it appears in this document, "University" refers to Brock University and "University Officer" refers to the Dean of the relevant Faculty, or to one of the following individuals: Provost and Vice-President, Academic; Vice-President, Administration; Associate Vice-President, Academic; Associate Vice-President, Administration; Dean of Student Affairs.

2.0 INTRODUCTION

Integrity is fundamental to the process of research and scholarship and misconduct damages the entire academic enterprise. While responsibility for maintaining standards of conduct in research and scholarship resides with all members of a research team, it is the responsibility of the University to provide an atmosphere which fosters the highest standards of integrity. Accordingly, Brock University acknowledges and accepts responsibility for maintaining high ethical standards in research and scholarship, and agrees to investigate and resolve promptly and fairly all instances of alleged misconduct. It is the purpose of this policy to set down principles that promote integrity in research and scholarship, to define categories of misconduct in research and scholarship, and to establish procedures to investigate allegations of research misconduct.

3.0 KNOWLEDGE OF POLICY ON INTEGRITY IN RESEARCH AND SCHOLARSHIP

It is expected that all faculty, other employees, including those employed on grants and contracts, and students who engage in research at or under the auspices of Brock University will acquaint themselves with this Policy and all existing regulations and codes of conduct before commencing or continuing with any further research (Section III: 9.10 Research Ethics, Faculty Handbook; Article 11 - Academic Freedom, Article 12 - Rights and Responsibilities of Faculty Members, Article 18 - Conflict of Interest, Article 38 - Patents, and Article 39 - Copyright of the BUFA/Brock Agreement on the Terms and Conditions of Employment for Faculty; Academic Regulations and other appropriate sections of the Undergraduate and Graduate Calendars; and all future policies and regulations or codes of conduct respecting research and scholarship that may be introduced at Brock University).

4.0 MISCONDUCT IN RESEARCH AND SCHOLARSHIP

Misconduct in research and scholarship, as defined herein, will not be condoned and may be cause for disciplinary action. Misconduct in research and scholarship may have several components. Principal among them are the following categories.

4.1 Academic Dishonesty

Examples of research and scholarly misconduct in this category include, but are not restricted to, all cases of falsification or fabrication of scientific results, plagiarism by copying another's work and passing it off as the plagiarist's own, and/or forgery of documents including academic credentials.

4.2 Misuse of Research Funds

Research funds must always be used strictly in accordance with the regulations governing the disbursement of such funds and with the general regulations of Brock University (Research Policies and Procedures, 1992; Central Purchasing Department Policies and Procedures Manual, 1991; or as amended).

Failure to comply with the regulations of Brock University and/or the sponsor of the research may result in the freezing or closing of the research grant/contract account(s) of the individual researcher. If the University is satisfied that funds have been obtained or used in a fraudulent manner, it (a) will take such action as it considers appropriate (see Section 6.1), (b) will advise the sponsoring agency, and (c) may refer the matter to the appropriate authorities for further investigation and action.

4.3 Government Regulations, Legal or Contractual Requirements

Research or scholarly misconduct in this category includes the failure to comply with all applicable laws as well as government and University regulations. Particular attention is drawn to those laws or regulations related to protection of research workers, human subjects and members of the public. Examples include the Atomic Energy Control Act, the Occupational Health and Safety Act, the Environmental Protection Act, the Ontario Animals for Research Act, and the Guidelines of the Canada Council on Animal Care.

4.4 Inappropriate Use of Intellectual Property

Examples of misconduct in this category include inappropriate claims to ownership, by persons other than the creator(s), of the tangible products of research and scholarly activity as set out in Section 5.0 of this policy document.

4.5 Conflict of Interest

All persons engaged in research and scholarship at Brock University are expected to be scrupulous in avoiding conflicts and the perception of conflicts between employment and personal interests (see also Article 12 - Rights and Responsibilities of Faculty Members and Article 18 - Conflict of Interest, BUFA/Brock Agreement on the Terms and Conditions of Employment for Faculty). There may be situations where a conflict once declared can be managed so as to enhance rather than undermine the individual's contribution to the University. Accordingly, any person who anticipates that his/her intended action may result in a potential conflict of interest, is advised to declare the nature of the situation to the Dean of the relevant Faculty, or to another appropriate University officer so that the matter can be discussed and a considered approach taken. Failure to declare the potential conflict may result in disciplinary action.

Examples of Conflict of Interest

The following instances (modified from Brock Research Policies and Procedures, September 1992), while not exhaustive, are illustrative of situations which may lead to a direct or indirect conflict of interest. They are intended to provide only a general outline of the sort of behaviour by persons engaged in research that may be judged to constitute a conflict of interest.

1. An investigator holding a research grant or contract may not use the funds to employ or otherwise reimburse a member of his/her immediate family. It is recognized that there may be exceptional circumstances such as where spouses are longtime collaborators in research, or where a family member is the only or best qualified person to do the job, as demonstrated in an open competition. In such cases, the prohibition may be waived by the Dean and the Associate Vice-

President, Human Resources. Wherever possible another faculty member or the Chair should be identified as the supervisor of the family member so employed.

2. Where a faculty or staff member is responsible for specifying or approving materials, equipment or services purchased with funds administered by the University, he/she must not have any direct or indirect financial interest in the transaction. A faculty member who prescribes a textbook that he/she has written for a course that he/she is teaching, should seek the concurrence of the Chair or Dean that the choice of text is appropriate.
3. Members of the faculty or staff, or companies in which they or immediate family members hold an interest, may not contract with the University as a business supplier of materials, equipment or services without the written permission of the Vice-President, Administration.
4. Faculty or staff who use their research in a commercial enterprise are expected to be diligent in avoiding conflict with their assigned duties and also in ensuring that the University is properly compensated for any use of its staff, facilities or equipment.

5.0 INTELLECTUAL PROPERTY

5.1 Introduction

Intellectual property includes inventions, publications, computer software, works of art, industrial and artistic designs, as well as other creations that can be protected under patent, copyright, or trademark laws.

In Canada, intellectual property protection comes in various forms, such as copyrights, patents, trademarks, industrial designs, and trade secrets. Intellectual property may be licensed or assigned. Licensing intellectual property is the act of giving someone temporary permission to use the item subject to the owner receiving (or not, if they choose) a royalty. Assigning intellectual property rights is the act of giving them to another entity or person; it is a transfer of ownership. This transaction might include the transfer of money.

5.2 Ownership of Intellectual Property

With respect to intellectual property developed by faculty members, ownership is set out in Article 38 - Patents, and Article 39 - Copyright of the BUFA/Brock Agreement on the Terms and Conditions of Employment for Faculty.

With respect to intellectual property developed by a student, ownership remains with the student. However, as a condition of using University facilities to develop potentially marketable research products such as computer programs, electronic/mechanical devices or video programs, the student is required as a

minimum to grant the University a royalty-free license to use such intellectual property for internal use.

With respect to intellectual property developed by University staff, or staff employed by a researcher on funds administered by the University, ownership rests with the University unless specific arrangements to the contrary have been made. If the University decides not to pursue a patent or copyright on a particular item created by a staff member, the University may enter into an agreement with the staff member under which the staff member may apply for patent or copyright.

An exception to these principles may occur when the sponsor of the research insists that the intellectual property be owned by itself or by the University as a condition of the contract.

5.3 Rights and Responsibilities of Ownership

Except as provided in Article 11 - Academic Freedom, Article 38 - Patents, and Article 39 - Copyright of the BUFA/Brock Agreement on the Terms and Conditions of Employment for Faculty, the University recognizes that the owners of intellectual property should be free to make all decisions concerning the development and use of their property, including commercial use, as long as the decisions are consistent with the University's research policy and contractual constraints that may apply in individual cases.

Given the variety of types of intellectual property associated with research and scholarly activities, including computer programs and student theses and project reports, it is not possible to establish in advance specific guidelines regarding ownership that would cover them all. However, as a general principle it is required that students, supervisors, and other members of research groups engage in continued dialogue and have clear understandings and agreements concerning the expected use and attributions of research ideas and data collected at Brock University, including publication or commercial exploitation of the results, data bank deposition and public or other outside accessibility. Details of the agreement shall be recorded on the appropriate form and a copy forwarded to the Chair(s) of the Department(s), or other appropriate University officer. Ownership of data may also be affected by the terms of a research contract that has supported the work.

5.4 Theses and Project Reports

The University recognizes that the student has ownership of project reports and holds copyright to completed Bachelor's or Master's theses. The international copyright notice shall appear in a prominent place on the title page of each thesis or project report copy.

A student who has worked closely with a supervisor, or as part of a research group, should understand that the rights to publish, patent, or commercially exploit the

results of the research may need to be shared with the supervisor and/or other members of the research group, and with the University. In those cases in which the work has been supported in part by research grants or contracts, there may be other conditions affecting any patent or commercial exploitation. All such circumstances and conditions should be reviewed in the understandings and agreements prepared in advance of the work (see Section 5.3).

5.5 Research Data

The University recognizes that research is conducted and data are acquired in different manners. In the case of collaborative work, all members of the research team are responsible for insuring proper acknowledgment of each member when the data are released in any form.

A complete set of all original research data must be retained by the principal investigator for a period of five (5) years from the date of publication of results based on the data. All collaborators must have free access to the relevant data at all times, and authorization to copy may not be withheld by any team member without valid reasons communicated in writing to the Dean of the Faculty.

5.6 Authorship

It is recognized that authorship implies significant intellectual contribution to the work. More specifically, "...authorship of published work includes all those who have materially contributed to, and share responsibility for, the contents of the publication, and only those people..." (Tri-Councils of Canada, 1994).

Anticipated co-authorship and ordering of authors on publications arising from student theses should be reviewed in the understandings and agreements reached prior to the work being undertaken (see Section 5.3). At the time the writing is undertaken and thereafter prior to submission for publication, the understandings and agreements should be reviewed in light of the actual contributions of the various co-authors to the final manuscript(s).

Although a graduate student may normally expect senior authorship on a publication arising solely from the thesis, patterns of co-authorship will be influenced by considerations of the involvement and contribution of the supervisor and others in a research group. Relevant contributions to be taken into account include, but are not limited to, definition of the questions asked and hypotheses tested, development of the research design and measurement procedures, data collection, organization and interpretation, and the actual writing of the manuscript.

6.0 PROCEDURES FOR INVESTIGATING ALLEGATIONS OF MISCONDUCT

When faculty, staff or students have reason to believe that scholarly misconduct has occurred, the individual has a responsibility to report the allegation to an appropriate University officer, after seeking an explanation from the person directly if he/she is comfortable doing so. Failing resolution, the allegation of scholarly misconduct, with all appropriate pertinent details, should be directed in confidence to the Dean of the relevant Faculty, or to another appropriate University officer.

At all stages of any Administrative Inquiry or Committee Investigation, confidentiality shall be maintained to protect the reputation of all those involved, as well as the reputation of the University. However, it must be understood that as a result of the University's obligation to funding agencies and to the public in general, confidentiality cannot be guaranteed in all circumstances. Where it is required to disclose information the University will attempt, where possible, to advise the person who supplied the information of the required disclosure. It should also be understood that the University cannot take responsibility for breaches of confidentiality by the complainant, the respondent or anyone outside the investigative process of the University.

Procedures for the investigation of an allegation of misconduct are set out below and follow two stages. An Administrative Inquiry will occur in all cases of alleged misconduct. A decision to move to a Committee Investigation is taken only where warranted by the evidence produced in the first stage.

6.1 Administrative Inquiry

This inquiry, to be conducted by the Dean of the relevant Faculty or other appropriate University officer, provides the opportunity for consultation, clarification, mediation, and settlement as appropriate to each allegation. If, after reviewing the situation with the complainant, and following consultation as required with individuals from within and outside the University, the Dean or other University officer believes the allegation does not warrant further inquiry, or the matter is resolved to the satisfaction of the parties, the complainant will be so advised and the matter will end. If however, the Dean or other University officer believes the allegation warrants further investigation, he/she will discuss the allegation and grounds supporting it with the appropriate Vice-President. If, following such discussion, the Dean or other University officer determines that the allegation cannot be satisfactorily resolved from the results of the Administrative Inquiry, a Committee Investigation process, as set out in Section 6.2, will be started as soon as feasible. If however, substantiated evidence of financial fraud or other illegal activity is revealed during the Administrative Inquiry, the Dean or other University officer may take such disciplinary and protective action as required by the evidence and independent of the committee investigation procedures.

6.2 Committee Investigation

The Dean of the relevant Faculty will initiate the Committee Investigation whether or not a University officer other than the Dean may have been the point of contact or have conducted an Administrative Inquiry,

- a. The Dean will appoint a committee that will consist of three (3) persons from the University community who have appropriate knowledge and experience. The Dean will also appoint a Chair from among the members. Additional members may be appointed as appropriate to the allegation.
- b. The Dean will instruct the Committee about details of the allegation and provide specific questions to be considered. If the complaint is not in writing, the Dean will request that the complainant provide a written statement of complaint. Copies of the specific questions and the written complaint will be made available to the respondent.
- c. The committee will carry out a detailed examination of the facts relevant to the allegation. During the course of the investigation, the committee will have access to all relevant written materials, and will seek to conduct interviews with (at least) the person(s) making the allegation and the person(s) against whom the allegation is made. The committee may proceed with its investigation even though one or more of the parties, after having been given reasonable notice, will not agree to meet with it.
- d. All proceedings of the committee will be held *in camera*.
- e. The committee will complete its investigation as quickly as possible, normally within 60 days of being appointed, and submit a written report of its findings to the Dean. The report will contain a conclusion reached by the committee about whether the allegation has been substantiated, and need not be unanimous. The committee will not recommend any action.
- f. If the Dean determines that misconduct has occurred, the Dean will advise the parties and will institute appropriate disciplinary action up to and including dismissal for employees, and expulsion for students.
- g. If the Dean determines that misconduct did not occur, the Dean will advise the parties of the decision. If it is determined that the initial allegation of misconduct originated recklessly, or in malice or bad faith, the University may take action against the complainant.
- h. The Dean will undertake to assure that those making an allegation in good faith and without demonstrably malicious intent are protected from reprisals or harassment.

- i. After resolution of the complaint, the file will be placed in the respondent's official personnel file maintained in accordance with existing policies, agreements, or contracts with the various University groups.

7.0 GRIEVANCE PROCEDURES

Any action that the University takes in responding to a complaint under this Policy may be reviewed under existing complaint and grievance procedures. In the case of faculty, the grievance procedure under the BUFA/Brock Collective Agreement for Faculty and Professional Librarians; for unionized staff, the grievance procedure under the CUPE Collective Agreement; for other staff, the grievance procedure as approved by the Board of Trustees; for students, the appeal procedure as approved by the Board of Trustees.

8.0 BIBLIOGRAPHY

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**Agreement under the
Brock University Policy on Integrity in Research and Scholarship
Pertaining to “Intellectual Property” Understandings**

The University understands that this Agreement is a minimum requirement and expects that Departments may wish to develop more extensive documents that directly apply to their discipline. In this regard, the University understands that "research group" could be any combination of faculty, staff or students engaged in a scholarly endeavour.

The statements that follow paraphrase the principles set down in Section 5.0 (Intellectual Property) of the **Brock University Policy on Integrity in Research and Scholarship**. In particular, the signators to this Agreement understand and agree on the expected use and attributions of research ideas and data collected, including publication or commercial exploitation of the results, data deposition and public or other outside accessibility. We have appended any specific details of our understanding and agreements related to the points below, and forwarded copies to the Chair of the Department of, and to the Dean of the Faculty of:

1. All members of our research group at Brock University (names and titles listed below) have completed our annual review of group research initiatives (see attached material).
2. With respect to data from work done by undergraduate or graduate students for their theses, we have discussed authorship expectations on publications emerging from these data prior to the start of work, and undertake to continue discussion prior to submission for publication (see attached material).

3. We understand that all members of the research group are responsible for insuring proper acknowledgment of each member when the data are released in any form.
4. We acknowledge that a complete set of all original research data will be retained by the principal investigator for a period of five (5) years from the date of publication of results based on the data, and that research collaborators will have free access to the relevant data at all times.
5. We agree to continue ongoing discussions concerning these matters and will provide an annual update on our understandings.

Principal Investigator
Faculty Research Associate(s)
Staff Research Technician(s)
Post-doctoral Fellow(s)
Graduate Student(s)
Undergraduate Student(s)
Volunteer(s)

- APPENDIX C -

Salary and Benefits Settlement

Salary Floors:

- a. Salary floors for faculty ranks will be adjusted by 4.35% effective July 1, 2008; by 4.35% effective July 1, 2009; and by 4.35% effective July 1, 2010, to produce the following:

	<u>July 1, 2008</u>	<u>July 1, 2009</u>	<u>July 1, 2010</u>
Professor	\$99,934	\$104,281	\$108,817
Associate Professor	\$78,352	\$81,760	\$85,317
Assistant Professor	\$65,346	\$68,189	\$71,155
Lecturer	\$50,475	\$52,671	\$54,962

- b. Salary floors for professional librarian ranks will be adjusted by 4.35% effective July 1, 2008; by 4.35% effective July 1, 2009; and by 4.35% effective July 1, 2010, to produce the following:

	<u>July 1, 2008</u>	<u>July 1, 2009</u>	<u>July 1, 2010</u>
Librarian IV	\$71,753	\$74,874	\$78,131
Librarian III	\$64,644	\$67,456	\$70,390
Librarian II	\$58,239	\$60,772	\$63,416
Librarian I	\$53,428	\$55,752	\$58,177

Scale Increases:

- a. Effective July 1, 2008, increases of 2.5% will be applied to the June 30, 2008 nominal salary of each continuing member (i.e. members who held an appointment on June 30, 2008). In addition, increases equal to 1% of the mean nominal salary for all Bargaining Unit members in 2007-08 (i.e. \$1,016) will be applied to the June 30, 2008 nominal salary of each continuing member (i.e. members who held an appointment on June 30, 2008).
- b. Effective July 1, 2009, increases of 2.5% will be applied to the June 30, 2009 nominal salary of each continuing member (i.e. members who held an appointment on June 30, 2009). In addition, increases equal to 1% of the mean nominal salary for all Bargaining Unit members in 2008-09 will be applied to the June 30, 2009 nominal salary of each continuing member (i.e. members who held an appointment on June 30, 2009).
- c. Effective July 1, 2010, increases of 2.5% will be applied to the June 30, 2010 nominal salary of each continuing member (i.e. members who held an

appointment on June 30, 2010). In addition, increases equal to 1% of the mean nominal salary for all Bargaining Unit members in 2009-10 will be applied to the June 30, 2010 nominal salary of each continuing member (i.e. members who held an appointment on June 30, 2010).

Progress Through the Ranks (PTR) Increases:

- a. Effective July 1, 2008, increases equal to 2.4% of the mean nominal salary for all Bargaining Unit members in 2007-08 will be applied to the June 30, 2008 nominal salary of each continuing member (i.e. members who held an appointment on June 30, 2008) who is eligible to receive a PTR increase (see (d) re: Salary Caps, below). The actual PTR increase for eligible members in 2008-09 is \$2,438.
- b. Effective July 1, 2009, increases equal to 2.4% of the mean nominal salary for all Bargaining Unit members in 2008-09 will be applied to the June 30, 2009 nominal salary of each continuing member (i.e. members who held an appointment on June 30, 2009) who is eligible to receive a PTR increase (see (d) re: Salary Caps, below).
- c. Effective July 1, 2010, increases equal to 2.4% of the mean nominal salary for all Bargaining Unit members in 2009-10 will be applied to the June 30, 2010 nominal salary of each continuing member (i.e. members who held an appointment on June 30, 2010) who is eligible to receive a PTR increase (see (d) re: salary caps, below).

- d. Salary caps for all ranks will be determined at two and one-half (2.5) times the Assistant Professor floor:

2008-09:	\$ 163,365
2009-10:	\$ 170,473
2010-11:	\$ 177,888

It is understood that faculty are entitled to one-half (1/2) PTR above the salary cap.

- e. The Joint Committee on the Administration of the Collective Agreement (JCAA) will appoint a committee to study and report on the issue of PTR caps and how these caps might be implemented. This Committee will review and report on issues including grandparenting, phase-in time, nature of caps, etc. This Committee will report to the JCAA by December 31, 2009.

Catch-Up Increases:

- a. Effective July 1, 2008, increases equal to 0.85% of the mean nominal salary for all Bargaining Unit members in 2007-08 will be applied to the June 30, 2008

nominal salary of each continuing member (i.e. members who held an appointment on June 30, 2008). The actual catch-up increase for eligible members in 2008-09 is \$864.

- b. Effective July 1, 2009, increases equal to 0.85% of the mean nominal salary for all Bargaining Unit members in 2008-09 will be applied to the June 30, 2009 nominal salary of each continuing member (i.e. members who held an appointment on June 30, 2009).
- c. Effective July 1, 2010, increases equal to 0.85% of the mean nominal salary for all Bargaining Unit members in 2009-10 will be applied to the June 30, 2010 nominal salary of each continuing member (i.e. members who held an appointment on June 30, 2010).

Anomalies:

- a. Anomalies are to be identified and corrected once during the life of this Collective Agreement by a joint committee established by the Parties. An anomaly fund is to be created according to the following schedule:

July 1, 2008: 0.08%
 July 1, 2009: 0.08%
 July 1, 2010: 0.08%

Promotional Increases:

- a. Faculty members who are promoted to Associate Professor shall have a promotional increase equal to the value of one-half (1/2) of a PTR increment added to their nominal salary. Faculty members who are promoted to Professor shall have a promotional increase equal to the value of one (1) PTR increment added to their nominal salary. Promotional increases will be applied to a member's nominal salary on the date the member's promotion comes into effect.
- b. Librarian members who are promoted to Librarian III shall have a promotional increase equal to the value of one-half (1/2) of a PTR increment added to their nominal salary. Librarian members who are promoted to Librarian IV shall have a promotional increase equal to one (1) PTR increment added to their nominal salary. Promotional increases will be applied to a member's nominal salary on the date the member's promotion comes into effect.

Overload Stipends:

Effective:	<u>July 1, 2008</u>	<u>July 1, 2009</u>	<u>July 1, 2010</u>
Half Credit Course:	\$ 5,600	\$ 5,800	\$ 6,000
Full Credit Course:	\$ 11,200	\$ 11,600	\$ 12,000

Stipends for Chairs/Directors:

- a. Effective on the following dates, each Chair or Director shall have the following amounts added annually to his/her Professional Development Reimbursement (PDR) account in addition to regular PDR:

July 1, 2008: \$4,500
July 1, 2009: \$4,650
July 1, 2010: \$4,800

- b. Members who are Chairs and Directors (Article 27) may choose to take 50% or 100% of this annual stipend as a taxable payment, rather than having the full amount deposited to his/her PDR account. If the member chooses to take part or all of this stipend as a taxable payment, he/she may elect to be paid the taxable portion of the stipend as either (1) twelve (12) monthly payments; (2) two (2) equal instalments (i.e. one instalment half-way through the year and the other instalment at the end of the year); or (3) one (1) instalment at the end of the year. Members who will be serving as Chair or Director in the upcoming academic year will indicate in writing, prior to May 31 each year, whether they wish to receive 0%, 50% or 100% of this stipend as taxable income and their preferred payment option. Members who do not indicate a preference will have the full stipend deposited to their PDR account.

Professional Development Reimbursement (PDR):

- a. PDR amounts for members shall be \$1,500 annually in 2008-09; \$1,600 annually in 2009-10; and \$1,700 annually in 2010-11.
- b. If applicable, any unspent balance shall be carried forward.
- c. If applicable, members will be able to run an overdraft on PDR accounts in the amount of four years allowance, subject to normal approvals. Should a member leave the University, the amount of the overdraft would be deducted from that member's final cheque.
- d. PDR accounts will be administered in accordance with Canada Revenue Agency Guidelines.

Mileage Rate:

- a. The mileage rate shall be raised to \$0.44 per kilometer, effective January 1, 2009.

Benefits:

- B.01 a. As a condition of employment, each member, unless specifically exempted by this Agreement, legislation or regulation thereof, shall enroll and participate in:
- i. the University Supplemental Group Medical Benefits Plan;
 - ii. the University Group Life Insurance Plan;
 - iii. the University Long Term Disability Insurance Plan;
 - iv. the University Extended Short Term Sick Leave Plan for members over the age of 65;
 - v. the University Dental Plan;
 - vi. the University Vision Care Plan.
- b. The University shall pay one hundred percent (100%) of the applicable premium costs for a member's coverage under the plans, other than Long Term Disability and extended Short Term Sick Leave for members over the age of 65, unless otherwise provided hereunder.
- c. The University shall supply the Union with the following:
- i. a copy of the master policy of the plans specified in this Appendix;
 - ii. copies of all correspondence between the University and the carrier of the respective plans which pertain to dividends or other performance rebates;
 - iii. a report (in such a way as not to breach confidentiality of individuals) of all problems arising with respect to the application of these plans to employees.
- d. The University shall provide to each member, under separate cover a booklet entitled "Employee Benefit Plans for Faculty and Librarians" - a brief summary of the principle features of all current employee benefits available to members. The booklet shall be updated every year.
- e. For the purposes of all clauses in this Appendix, "spouse" shall include:
- i. marital partner; or
 - ii. a common-law partner.
- f. For the purpose of all clauses in this Appendix, "family member" shall include:
- i. the member;
 - ii. his/her spouse (as defined above); and
 - iii. dependent children of either spouse in his/her care.
- g. For the purposes of claims under plans referred to in this Appendix, if both spouses are members of the plan, the benefits available to each shall be no less than if they were not treated as spouses.

- h. A change in the Long Term Disability Insurance carrier shall require approval of the Union.
- i. The University shall notify the Union, in writing, of any proposed amendments to the current plans referred to in this Appendix and these shall be negotiated.
- j. In the event that any of the benefits described in this Appendix were to become unavailable or to be discontinued for any reason whatsoever, the University shall continue to provide benefits no less than what were provided prior to the date of such unavailability or discontinuance.

B.02 University Dental Plan

The benefits provided hereunder shall be those in effect on June 30, 2008, except as amended below:

- i. Major Restorative Benefit – improve current coverage to include dental implants and dental surgery, and increase annual maximum benefit from \$1,500 to \$2,000.

B.03 University Vision Care Plan

The benefits provided hereunder shall be those in effect on June 30, 2008, except as amended below:

- i. Effective on July 1, 2008 – the limit for dependants age 16 or under will be \$375/year.

B.04 Employee Financial Assistance Services

The University, in consultation with the Union, will make its best effort to arrange with a financial institution better than market rates and terms and conditions for the members.

B.05 The following shall be entitled to access, receive and send electronic mail under the same conditions as the current members:

- i. retired members
- ii. members on Faculty Voluntary Renewal Leave

B.06 Extended Health Services

The benefits provided hereunder shall be those in effect on June 30, 2008, except as amended below:

- i. orthotics – change benefit from \$225/pair, two pairs/year, to an overall maximum of \$500 per year.
- ii. paramedical – extend coverage under psychological benefits to include Master’s in Social Work.

B.07 Group Life Insurance

The benefits provided hereunder shall be those in effect on June 30, 2008.

B.08 Benefits for Retired Members

- i. Extension of the following services: mail; e-mail account; library borrowing privileges (including inter-library loans); and membership at the Athletic Facility at the faculty rate.
- ii. For members who retire on or after July 1, 2006 only (i.e. members who retired prior to July 1, 2006 do not qualify), a Health Care Spending Account (HCSA) of \$2,000 per retiree per year effective July 1, 2006; \$2050 per retiree per year effective January 1, 2009; \$2,100 per retiree per year effective January 1, 2010; and \$2,150 per retiree per year effective January 1, 2011. In order to qualify for this HCSA, members must retire with at least eight (8) years or more of service at Brock University and be at least 55 years of age at the time of retirement. Members cannot receive this HCSA at the same time that they are receiving bridging benefits from Brock University.
- iii. Unused funds in a HCSA can be carried over by a maximum of one (1) year subject to Canada Revenue Agency (CRA) regulations.

B.09 Survivor Benefits

Effective July 1, 2004, all benefits under Extended Health Services, the University Dental Plan, the University Vision Plan, and the Tuition Waiver for dependents, shall continue for the family of the deceased for a period of twelve (12) months.

B.10 At the request of the Union, the joint LTD and Benefits Advisory Committee will conduct a review of GreenShield’s usual and customary limits as they pertain to items and services for which there is a co-pay and/or global maximum. If appropriate, the Committee will make recommendations for changes to Green Shield.

Pensions:

P.01 Any amendments to the Brock University Pension Plan (BUPP) shall require prior approval of the University and the Union. Neither the University nor the Union shall withhold consent for amendments that are required by changes in either the Federal or the Provincial statutes or regulations emanating therefrom.

P.02 The Brock University Pension Committee (BUPC) shall remain an advisory and consultative sub-committee of the Board of Trustees.

- a. The BUPC shall report to the University, with copies to the Union.
- b. The University shall be responsible for the administration of the BUPP.
- c. The membership of the BUPC shall be approximately proportional to the liabilities owing to different groups contributing to the BUPP, with due regard for the right of each group to be represented. For the life of this contract, total membership shall be fourteen (14), of whom seven (7) will be nominated by the Union. The Board of Trustees will determine how the other seven (7) members are to be selected.
- d. The BUPC shall elect its own chair, who will present reports of the BUPC to the Financial, Planning, Audit and Human Resources Committee of the Board of Trustees.
- e. The BUPC shall make recommendations to the Board of Trustees on the appointment of auditors, actuaries and investment managers/councilors; it shall receive reports from them and scrutinize their performance and report its findings to the Board of Trustees, with copies to the Union.
- f. The Associate Vice-President, Human Resources, as the administrator of the BUPP, shall be an ex-officio voting member of the BUPC.

P.03 A member of BUPP upon leaving the employment at the University shall have the option to withdraw the funds belonging to him/her any time before reaching the age of 69 years.

P.04 Short Term Fixed Income Investment Return Option: Members will, at age 62 and thereafter, have the right to transfer portions of their Money Purchase Account balance to a short term account in accordance with the terms outlined in the Brock University Pension Plan Short Term Investment Option.

- APPENDIX D -

BROCK UNIVERSITY

**Terms and Conditions of the Brock University Tuition Waiver
Policy for Dependents**

Eligibility:

To be eligible to apply for waiver of tuition the applicant must meet the following criteria:

1. a. Be the spouse of a permanent faculty or staff member, OR
b. be a child of a permanent faculty or staff member, OR
c. be the spouse or child of a retired or deceased permanent faculty or staff member.
2. Children must be under 26 years of age and be financially dependent on the faculty or staff member.
3. The current faculty or staff member must have been employed on a permanent basis for a period of one year prior to confirmation of registration.
4. The current faculty or staff member must be a permanent employee at the time of registration.

Conditions:

1. Tuition waiver is for credit courses offered in undergraduate and graduate programs, excepting those graduate programs classified as cost recovery by the Ontario Council on Graduate Studies (OCGS). Audited and non-credit courses are not included.
2. The waiver of tuition covers the cost of tuition only. Ancillary fees are not included and must be paid at confirmation of registration.
3. Where the faculty or staff member is permanent but less than full-time (i.e. eligible for 80%, 60%, or 40% tuition benefits), the spouse or child will be required to pay the difference in tuition costs at the time of confirmation of registration.
4. In order to maintain the privilege of tuition waiver, the spouse or child must be promoted and/or pass the course(s) in which they are enrolled.
5. Should a spouse or child not successfully complete a course or withdraw from a course, it will be necessary for that student to pay the tuition or withdrawal fees in order to re-establish the privilege of tuition waiver prior to their next confirmation of registration.
6. Tuition waiver for spouses and children is a taxable benefit for the faculty or staff member receiving the benefit and, accordingly, the applicable benefit amount will appear on the faculty or staff member's T4 slip.
7. A copy of this waiver of tuition, approved by Human Resources, must be presented by the spouse or faculty member at confirmation of registration.

Terms and Conditions of the Brock University Educational Assistance Policy for Employees

Eligibility:

To be eligible to apply for educational assistance the faculty or staff member must be a permanent employee at the time of confirmation of registration. This includes employees whose job type is recognized as Permanent Full-time, Permanent Part-time or Permanent Seasonal.

Conditions:

1. Educational assistance is for Brock undergraduate and graduate credit courses only. Audited and non-credit courses are not included.
2. The waiver of tuition covers the cost of tuition only. Ancillary fees are not included and must be paid at confirmation of registration.
3. Where the faculty or staff member is permanent but less than full-time (i.e. eligible for 80%, 70%, 60%, or 40% tuition benefits), they will be required to pay the difference in tuition costs at the time of confirmation of registration.
4. In order to maintain the privilege of educational assistance, the employee must be promoted and/or pass the course(s) in which they are enrolled.
5. Should the employee not successfully complete a course or withdraw from a course, he/she will be required to pay the tuition or withdrawal fees in order to reestablish the privilege of educational assistance prior to their next confirmation of registration.
6. A copy of this Educational Assistance Application, approved by Human Resources, must be presented by the employee at confirmation of registration.