

SOURCE	University		
EFF.	96	08	01
TERM.	98	07	30
NO. OF EMP. COVERED	640		
NO. OF EMP. COVERED	SA		

COLLECTIVE AGREEMENT

BETWEEN

THE FACULTY ASSOCIATION

AND

THE BOARD OF GOVERNORS

OF

THE UNIVERSITY OF WINDSOR

July 1, 1996 to June 30, 1998

MAY - 7 1997

05289100

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS	1
ARTICLE 2	DECLARATION OF PRINCIPLES	5
ARTICLE 3	RECOGNITION	6
ARTICLE 4	DUES CHECK-OFF	6
ARTICLE 5	RIGHTS, DUTIES AND RESPONSIBILITIES	7
	Rights, Duties and Responsibilities of Faculty Members	7
	Assignment of Teaching and Counselling Duties	8
	Rights, Duties and Responsibilities in Respect of Teaching and Counselling ..	14
	Rights, Duties and Responsibilities as a Scholar Researcher	15
	Other Rights, Duties and Responsibilities	16
	Outside Activities	17
	Rights, Duties and Responsibilities in Respect of Other Assigned Duties	17
	Rights, Duties and Responsibilities of Ancillary Academic Staff	18
	Rights, Duties and Responsibilities of Librarian Members	18
ARTICLE 6	MANAGEMENT RIGHTS	23
ARTICLE 7	EXISTING PRACTICES	23
ARTICLE 9	EMPLOYMENT OF NON-MEMBERS OF THE BARGAINING UNIT ..	25
ARTICLE 10	ACADEMIC FREEDOM	26
ARTICLE 11	NO DISCRIMINATION	26
ARTICLE 12	APPOINTMENT OF MEMBERS	27
	I. Appointments (General)	27
	II Appointment of Faculty Members	27
	III. Appointment of Librarian Members	30
	IV. Appointment of Ancillary Academic Staff Members	33
ARTICLE 13	RENEWAL OF APPOINTMENTS, PROMOTION AND TENURE/PERMANENCE	35
	I. Renewal of Appointments, Promotion and Tenure of Faculty Members ...	35
	II. Renewal of Appointments, Promotion and Permanence of Librarian Members	37
	III Confirmation and Renewal of Appointments and Promotion of Ancillary Academic Staff Members	44

ARTICLE 14 DISTRIBUTED TEACHING RESPONSIBILITIES. TRANSITIONAL APPOINTMENTS. RETRAINING LEAVES. REDEPLOYMENT. REDUCED RESPONSIBILITY. VOLUNTARY CONTRACT TERMINATION AND EARLY PARTIAL RETIREMENT	46
Distributed Teaching Responsibilities	46
Transitional Appointments	47
Retraining Leaves	49
Redeployment	51
Reduced Responsibility	53
Voluntary Contract Termination	56
Early Partial Retirement	57
ARTICLE 15 FINANCIAL EXIGENCY	59
ARTICLE 16 LAY-OFF, NOTICE AND RECALL RIGHTS AND COMPENSATION AND BENEFITS	61
ARTICLE 17 SABBATICAL LEAVES	65
ARTICLE 18 POLITICAL LEAVE	72
ARTICLE 19 COURT LEAVE	73
ARTICLE 20 LEAVE OF ABSENCE WITHOUT SALARY	74
ARTICLE 21 PREGNANCY/PARENTAL/ADOPTION LEAVE	74
ARTICLE 22 CONFERENCE AND CONVENTION LEAVE	76
ARTICLE 23 STUDY LEAVE	77
Study Leave for Librarian Members	77
Study Leave for Ancillary Academic Staff and Sessional Lecturers	79
ARTICLE 24 COMPASSIONATE LEAVE	80
ARTICLE 25 POST LEAVE SALARY AND BENEFITS	81
ARTICLE 26 HOURS OF WORK FOR LIBRARIAN MEMBERS	81
ARTICLE 27 CONFIDENTIALITY AND ACCESS TO PERSONNEL FILES	82
ARTICLE 28 RIGHTS AND PRIVILEGES OF THE FACULTY ASSOCIATION AND MEMBERS	84
ARTICLE 29 DISMISSAL FOR JUST CAUSE	86
ARTICLE 30 EMPLOYMENT EQUITY	90

ARTICLE 31 RIGHTS, DUTIES AND RESPONSIBILITIES OF HEADS	92
ARTICLE 32 AMALGAMATION, CONSOLIDATION, MERGER OR EXPANSION OF THE UNIVERSITY	95
ARTICLE 33 COPIES OF This Agreement	95
ARTICLE 34 PATENTS	96
ARTICLE 35 COPYRIGHT	99
Recorded Works and License for Internal Use	100
Rights of Members to Edit, Erase or Remake All or Part of Recorded Work ..	102
Recorded Work and License for External Use	102
Sale or Assignment by a Member of Recorded Work	104
Storage, Erasure and Withdrawal of Recorded Work	105
Severability of Recorded Work	105
Use of University Production Facilities	106
ARTICLE 36 PATENTS AND COPYRIGHT	106
ARTICLE 37 NOTICES AND OFFICIAL CORRESPONDENCE PURSUANT TO AGREEMENT	107
ARTICLE 38 INFORMATION	107
ARTICLE 39 GRIEVANCE AND ARBITRATION PROCEDURE	109
STEP 1	110
STEP 2	111
STEP 3	111
Exclusions from the Grievance Procedure	112
Arbitration	112
Arbitration Board	113
ARTICLE 40 APPOINTMENT OF DIRECTORS OF SCHOOLS AND DEPARTMENT HEADS	115
ARTICLE 41 APPOINTMENT OF UNIVERSITY LIBRARIAN, LAW LIBRARIAN AND ASSOCIATE UNIVERSITY LIBRARIAN	115
ARTICLE 42 APPOINTMENT OF VICE-PRESIDENT, ACADEMIC AND DEANS ..	116
ARTICLE 43 RIGHTS AND RESPONSIBILITIES OF EXCLUDED PERSONS ON TERMINATION OF APPOINTMENT	116
ARTICLE 44 UNIVERSITY ATHLETIC FACILITIES	117

ARTICLE 45 PUBLIC LIABILITY INSURANCE	117
ARTICLE 46 VACATIONS AND HOLIDAYS FOR MEMBERS	117
ARTICLE 47 RESIGNATIONS	118
ARTICLE 48 RETIRED FACULTY MEMBERS/ PROFESSIONAL LIBRARIANS	119
ARTICLE 49 JOINT CONSULTATIVE COMMITTEE	120
ARTICLE 50 ROLE OF THE SENATE	120
ARTICLE 51 NO STRIKES OR LOCK-OUTS	121
ARTICLE 52 SALARIES AND OTHER BENEFITS	121
ARTICLE 53 VALIDITY	122
ARTICLE 54 SESSIONAL INSTRUCTORS/POSTED COURSES	122
Definition. Duties. Privileges and Responsibilities of Sessional Instructor Members	122
Appointment of Sessional Instructor Members	122
Qualification and Appointments Criteria	124
Posting Procedures	125
Applications	126
Arbitration	126
Record of Seniority	127
improper Appointments	127
Cancellation of Courses	127
Limited Term Appointment	127
Voting Privileges	127
Copies of this Agreement/Lists of Members	128
Articles Applicable to Sessional Instructors	128
Courses Spanning Intersession and Summer School	129
ARTICLE 55 SESSIONAL LECTURERS	129
Definition. Duties. Privileges and Responsibilities of Sessional Lecturers ...	129
Letter of Appointment	130
Assignment of Duties	130
Full-time and Limited Term Appointments	131
Advancement	132
General	132
ARTICLE 56 VACATIONS. HOLIDAYS AND LEAVE FOR SESSIONAL MEMBERS	132

ARTICLE 57 PREGNANCY/PATERNAL AND ADOPTION LEAVE FOR SESSIONAL MEMBERS	133
ARTICLE 58 DISCIPLINE	134
ARTICLE 59 INVESTIGATION OF ALLEGATIONS AND COMPLAINTS	134
ARTICLE 60 ETHICAL CONDUCT OF RESEARCH	137
Introduction	137
Selection and Conduct of Research	137
Supervision of Research Personnel	138
Definition of Terms	139
Data	141
Authorship	142
Investigation of Allegation(s) of Fraud And/or Misconduct in Academic Research	142
ARTICLE 61 DURATION OF AGREEMENT	145
ARTICLE A SALARIES	146
ARTICLE B SALARY AND SABBATICAL ALLOWANCE	150
ARTICLE C THE UNIVERSITY ANOMALIES FUND	150
ARTICLE D THE UNIVERSITY RETIREMENT PLAN Faculty and Certain Others	152
ARTICLE E LONG TERM DISABILITY INSURANCE PLAN	154
ARTICLE F HEALTH INSURANCE PLANS	155
ARTICLE G TUITION	156
ARTICLE H GROUP LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT PLANS	156
ARTICLE I TRAVEL AND MEMBERSHIP DUES ALLOWANCE	157
ARTICLE J TRAVEL TIME ALLOWANCE AND EXPENSES FOR EXTRAMURAL TEACHING	159
ARTICLE K CAR ALLOWANCE	160
ARTICLE L REIMBURSEMENT FOR MOVING AND STORAGE COSTS	160
Maximum Amount Allowable for Relocation Expenses	161
ARTICLE M UNIVERSITY LOANS	161

ARTICLE N	OVERLOAD STIPEND	167
ARTICLE O	CONSOLIDATION COURSES IN THE SCHOOL OF NURSING	162
ARTICLE P	WINDSOR SALARY STANDARD	162
ARTICLE Q	ANNUAL RESEARCH AWARD(S)	163
ARTICLE R	SALARY FOR SESSIONAL INSTRUCTORS	163
	Sessional Rates for Partial Courses	164
	Consolidation Courses in the School of Nursing	164
	General	164
ARTICLE S	SALARY FOR SESSIONAL LECTURERS	165
	Sessional Lecturer Rates	165
	Sessional Lecturer in Visual Arts rates	165
	Sessional Lecturer in Nursing rates	165
	LETTERS OF UNDERSTANDING	167
LETTER I	EMPLOYEE ASSISTANCE PROGRAMME	167
LETTER II	EFFECTIVE DATE OF Agreement AND RETROACTIVE PAYMENTS	167
LETTER III	COMPREHENSIVE FACULTY EVALUATION/ PERFORMANCE REVIEW	168
LETTER IV	VOLUNTARY CONTRACT TERMINATION	168
LETTER V	LIMITED TERM APPOINTMENTS	170
LETTER VI	LEGAL DEFENCE FUND	170
LETTER VII	LONG TERM DISABILITY INSURANCE PLAN Regarding Article E	171
LETTER VIII	HEALTH INSURANCE PLAN Regarding Article F	172
LETTER IX	FACULTY OF EDUCATION SECONDMENTS	172
LETTER X	RETIREMENT	172
LETTER XI	RESPONSIBILITY STIPENDS FOR AREA HEADS IN THE FACULTY OF BUSINESS ADMINISTRATION	173

LETTER XII STRATEGIC RENEWAL REPORT	173
LETTER XIII ALTERNATE DISPUTE RESOLUTION	173
LETTER XIV ONE-TIME PAYMENT	174
LETTER XV SESSIONAL MEMBERS	174
LETTER XVI PAST SERVICE PENSION CONTRIBUTIONS OF CERTAIN FEMALE MEMBERS OF THE PENSION PLAN	175
MEMORANDUM OF AGREEMENT	
Disbursement of the Pension Surplus	177
Statutory Requirements	177
Past Service Pension Contributions of Certain Female Members	177
Minimum Guaranteed Benefit	178
Best Average Earnings	178
Pension Increase for Retirees	178
Administration Fee	178
Suspension of Contributions to Pension Plan	179
Early Retirement Programme	179
APPENDIX A	
Early Retirement Programme for Members of the University of Windsor Retirement Plan for Faculty and Certain Others	180
Objectives	180
Terms and Conditions	180
Definitions	186

ARTICLE 1

DEFINITIONS

1:01 Except as otherwise expressed in this Agreement,

Academic Year means, for all members of the bargaining unit, the 12 month period commencing on the 1st day of July and ending on the 30th day of the following June,

Agreement means this Collective Agreement between the Association and the University,

Ancillary Academic Staff means those members of the bargaining unit whose salary is fully paid from University operating funds and who are designated ancillary academic staff under this Agreement and in their letter of appointment issued under Article 12:24. This group shall include those persons with academic credentials hired to carry out the following University related activities except for teaching and/or research activities normally carried out by faculty members;

- (i) Director, Legal Assistance of Windsor. (LAW)
- (ii) Designated Sports Coaches. (Human Kinetics)
- (iii) Clinical Psychologists in the Psychological Services Centre. (Psychology)

Association means the Faculty Association of the University of Windsor,

Association Council means the Council of the Faculty Association,

BAU means (i) in a departmentalized Faculty, a Department, School or equivalent,

(ii) in a nondepartmentalized Faculty, the entire Faculty,

BAU Head means (i) in a departmentalized Faculty, a Department Head, Director of a School or equivalent,

(ii) in a nondepartmentalized Faculty, the Dean,

Bargaining Unit means the unit defined in the decision of the Ontario Labour Relations Board dated May 13, 1976 and any amendments thereto,

Board of
Governors

(or Board) means the Board of Governors as provided for in the University of Windsor Act,

Consumer Price
Index Factor/
C.P.I.F.

is equal to the greater of zero or the percentage change equal to the average increase in the Canada Consumer Price index (CPI) for the preceding calendar year (CPI 1986 = 100).

Credit Course/
Course Offering

means a one (1) term credit course, as listed in the University Calendar or approved by the Senate,

Days

means calendar days,

Dean

means the chief executive officer of a Faculty and includes except where the context otherwise requires, the University Librarian and the Law Librarian,

Delegate

in the case of the Dean, means an Associate Dean, Assistant Dean, or such other person outside the bargaining unit to whom the duties of the Dean have been delegated in part or in whole, in the case of the University Librarian, means an Associate Librarian, Assistant Librarian, or such other person outside the bargaining unit to whom the duties of the University Librarian have been delegated in part or in whole,

Dependent
Child

It is understood that dependent child for the purposes of free tuition under Article G means a son or daughter of members designated under Article G who is entitled to be claimed as a dependent child within the meaning of the Income Tax Act in the taxation year in which free tuition is sought, or children not over the age of twenty-six (26) to whom the member provides regular financial support. A member seeking free tuition on behalf of a dependent child shall furnish evidence of such entitlement to the University upon application for the said course(s),

Designate of
the Dean

means Head of a Department, Director of a School, Acting Head of a Department and Acting Director of a School or, in the absence of a Head of a Department, Director of a School, Acting Head of a Department, or Acting Director of a School, such other person within the bargaining unit to whom the duties and responsibilities of a Department Head or Director of School have been delegated in part or in whole,

<u>Designate of the University Librarian</u>	means Head of a Department, Acting Head of a Department, such other person within the bargaining unit to whom the duties and responsibilities of a Department Head have been delegated in part or in whole,
<u>Designated Groups</u>	means women, visible minorities, aboriginal people and people with disabilities,
<u>Director</u>	means the Director of a School or equivalent,
<u>Divided Teaching Responsibility</u>	means a teaching load assignment in more than one BAU,
<u>Faculty Member</u>	means each member of the bargaining unit who is not a professional librarian, ancillary academic staff, or a sessional member,
<u>Head</u>	means chief academic administrator of a Department, School, or equivalent unit who is a member of the bargaining unit,
<u>Immediate Family</u>	means a spouse and/or child of a member,
<u>Law Library</u>	means the Paul Martin Law Library,
<u>Law Librarian</u>	means the chief executive officer of the Law Library,
<u>Lecturer, Assistant Professor, Associate Professor, and (Full) Professor</u>	means the faculty member ranks,
<u>Librarian I. Librarian II, Librarian III. Librarian IV</u>	means the librarian member ranks,
<u>Librarian Member</u>	means each member of the bargaining unit who is a professional librarian,
<u>Market Differential</u>	means a salary payment which is made as a result of current and historic market forces in the form of University employment opportunities or the demand for various disciplines within the universities,
<u>Member</u>	means a member of the bargaining unit,

<u>Nominal Salary</u>	means the Normal Salary which the member would have received had he/she not taken sabbatical or retraining leave or been granted reduced responsibility,
<u>Normal Salary</u>	means a member's salary exclusive of overload, stipend(s) for administrative duties, and travel-time allowance(s),
<u>Parties</u>	means the parties to this Agreement, namely the Association and the University,
<u>President</u>	means President of the university,
<u>Sabbaticant</u>	means a member on sabbatical leave,
<u>Senate</u>	means the Senate as provided for in the University of Windsor Act,
<u>Sessional Member</u>	means a Sessional Lecturer or a Sessional Instructor who is a member of the bargaining unit,
<u>Sessional Seniority</u>	means the number of credit courses accumulated from a sessional member's initial date of appointment as a sessional instructor at this University or 1987, whichever is later, or the number of credit courses taught since 1976 upon presentation by the member before December 31, 1993 of documentation which shall include, but is not restricted to, any of the following: letters from the administration referring to course(s) taught, duly completed grade sheets, teaching evaluations, and letters of appointment. Special instructors in the School of Music shall establish their sessional seniority as above by December 31, 1996 on the basis of clause 54.04(d) ,
<u>Spouse</u>	means any legally married person and includes also any person with whom the member has established a period of cohabitation of at least one year and whom the member has designated as his/her spouse, The above definition will apply to all University benefit plans, but not to the University of Windsor Retirement Plan for Faculty and Certain Others. Same-sex spouses shall be eligible for survivor benefits under the University of Windsor Retirement Plan for Faculty and Certain Others as soon as the laws applicable to the plan so permit.
<u>University</u>	means the University of Windsor as constituted by the University of Windsor Act, in certain contexts University may mean, where appropriate, the Board of Governors,

University Librarian

means the chief executive officer of the University Library,

University Library

means the Leddy Library, and includes other Library Services of the University employing professional librarians with the exception of the Law Library,

University of Windsor Act

means the University of Windsor Act, 1962-63, as amended by the University of Windsor Act, 1968-69,

Visiting Professor

is one enjoying an outstanding reputation by virtue of excellence in research, teaching or creative endeavours who is temporarily visiting the University on leave from his/her own institution and whose contribution to the University is mainly concerned with research and scholarship, and who shall not teach more than one credit course per semester, unless mutually agreed by the parties that exceptional circumstances exist,

Written or Writing

includes typewritten, printed, or photocopied.

ARTICLE 2

DECLARATION OF PRINCIPLES

2:01 The parties to this Agreement recognize that the objects and purposes of the University are the advancement of learning, the dissemination of knowledge and the intellectual, spiritual, moral, social and physical development of its members and students and the betterment of society. The parties recognize further their mutual responsibility to enhance the academic reputation of the University by providing students with an education commensurate with the highest possible academic standards, and by providing members of the bargaining unit with an appropriate atmosphere in which to pursue their academic and professional objectives, and by promoting and maintaining harmonious relations between the University and members of the bargaining unit, and by providing an amicable means for settling differences which may arise from time to time between the parties. The parties also acknowledge the right of each other and their representatives and member(s) to be treated with dignity and respect in the performance of their duties and to work in an environment free of harassment.

ARTICLE 3

RECOGNITION

- 3:01 The University recognizes the Association as the exclusive bargaining agent of all the employees in the bargaining unit. The University shall not assign duties outlined in this contract to any persons outside of the bargaining unit, nor to persons within the bargaining unit other than as specified in this Collective Agreement without consent of the Faculty Association. The University shall not create new job classifications for activities covered in this Agreement.
- 3:02 Job classifications covered in this Agreement shall include faculty (including limited term), sessional lecturers, sessional instructors, librarians, and ancillary academic staff.
- 3:03 A member of the Board of Governors, President, Vice-President, Dean, University Librarian, or other person excluded from the bargaining unit by the decision of the Ontario Labour Relations Board dated May 13, 1976 and any amendments thereto, may engage in teaching, counselling, research and other scholarly activity, and librarianship.
- 3:04 The parties agree that individuals responsible for the delivery of credit courses listed in the University Calendar taught through the Distance Education Programme shall be faculty members as part of normal workload, sessional instructors and/or faculty members on overload and will be subject to the terms of this Agreement.

ARTICLE 4

DUES CHECK-OFF

- 1/5 4:01 No member shall be required to join the Association as a condition of employment.

2/1 The University shall deduct dues once every pay period from the salary of each member of the bargaining unit.

It is **also** agreed to exclude those members appointed in accordance with Senate By-laws as Acting Dean, Acting Associate Dean, or Acting Assistant Dean, and those members appointed in accordance with this Agreement as Acting University Librarian, Acting Associate Librarian, or Acting Law Librarian, during the period of such appointment, from payment of dues or other assessments for general Association purposes uniformly and regularly payable by a member of the Association authorized in accordance with the Constitution and By-laws of the Association and certified in writing to the University by the Association.

In the case of new members of the bargaining unit, dues shall be deducted no later than thirty (30) days after the date of the bargaining unit member's appointment or re-entry into the bargaining unit.

- 4:02 The amount of dues or other assessments deducted under clause 4:01 shall be remitted to the Association by the fifteenth (15th) and the last day of the current month in which the deductions are made. The University shall make available, monthly, to the Association, a list stating the name, rank, status (e.g., limited term appointment, regular full-time, tenured), amount of dues deducted, Department and date of initial appointment of each member within the bargaining unit. The University shall with the list aforesaid provide the total number of bargaining unit members in each rank and the names of all members who have ceased to be employees of the University.
- 4:03 At the time that Income Tax T4 slips are provided to each member by the University, the University shall indicate on the T4 slips or separately in writing to each member, the deductions from his/her salary under this Article 4. The University undertakes to continue to deduct contributions to the Faculty Association Scholarship Fund from the salaries of members who so authorize the University to do so in writing and to remit the amounts so deducted to the Association on a monthly basis with a list of names of the contributors and the amount of authorized deductions remitted on behalf of the same.
- 4:04 The Association does hereby indemnify and save harmless the University against any actions arising out of the wrongful deductions of money for dues or other assessments as aforesaid resulting from the instructions of the Association.
- 4:05 The University shall endeavour to adjust the amount of dues deducted from each member within one (1) month of written notification by the Association of any changes in monthly dues or other assessments.

ARTICLE 5 **RIGHTS, DUTIES AND RESPONSIBILITIES**

i ii and iii of Faculty Members

- 5:01 The rights and responsibilities of a faculty member flow from the objects and purposes of the University which are the advancement of learning and the dissemination of knowledge, the intellectual, spiritual, moral, social and physical development of its members and students and the betterment of society; from his/her position as a faculty member; from the expectations of the University; from the requirements of the students; and from the legitimate claims of the community.

- 5:02 The primary rights, duties and responsibilities of a faculty member shall be those listed and described in clauses 5:26 to 5:38 inclusive.
- 5:03 A faculty member in fulfilling his/her duties and responsibilities shall deal ethically and fairly with colleagues and students and shall respect appropriate principles of confidentiality.
- 5:04 Faculty members are normally engaged on a full-time yearly basis from July 1 to the subsequent June 30.
- 5:05 A faculty member is entitled to take his/her uninterrupted annual vacation. The member may take part or all of his/her annual vacation at a time which shall be mutually agreed with the Dean or his/her designate to ensure the uninterrupted continuation and quality of programme(s) of the University in which the members are involved.
- 5:06 Intellectual inquiry, teaching and research, relevant to a member's professorial obligations under this Agreement, may require a faculty member to be absent from the campus from time to time. This may encompass off-campus teaching or research if such absence does not require a replacement during the period in which the faculty member is absent. However, a faculty member shall apply, normally in writing, in advance for such absence to the Dean or his/her designate, except where such activity falls within Articles 5:37 and 5:38 of this Agreement and the procedure therein. Such approval shall not be unreasonably withheld. In the event approval is withheld, the Dean shall respond in writing, with reasons, within seven (7) days of the request.

Assignment of Teaching and Counselling Duties

- 5:07 The parties recognize that:
- (a) the overall workload of faculty members comprises the following elements: teaching; research/scholarship/creative activity; service to the University; and service to the academic, professional and/or civic community, as mutually agreed between the member and the Dean; with all rights, duties and responsibilities pertaining thereto as contained in this Agreement and without limiting the generality of clauses 5:37 and 5:38;
 - (b) for purposes of this Article 5 only, the assignment of teaching loads shall be made on the basis of a twelve (12) month period extending from May 1 to the subsequent April 30; for the same purposes, Intersession and Summer Session combined are deemed to constitute a summer semester;

- (c) the teaching component of the overall workload may be assigned during the summer semester, fall semester and winter semester; however, no faculty member shall be assigned teaching duties in more than two of three semesters in any teaching year (May 1 to the subsequent April 30 as defined in Article 5:07 (b) above), except as provided for in Article 5:10 (d).

5:08

- (a) Subject to the jurisdiction of the Senate with respect to academic programmes and courses offered in a given Department, School or Faculty, and subject to the jurisdiction of the University Review Committee on Faculty Workload, the Dean or his/her designate, after consultation with faculty member(s), will assign and schedule the teaching and counselling duties and shall advise each faculty member on or prior to the last day of January of each academic year of his/her assignment for the forthcoming twelve **(12)** month period as defined in clause 5:07 (b) above. The Dean or his/her designate shall endeavour to achieve a just and equitable distribution of the teaching load among the faculty members in each BAU.
- (b) In distributing the teaching assignments the Dean or his/her designate **shall** take into account each member's research/scholarship/creative activity/service to the University and service to the academic, professional and/or civic community, as mutually agreed between the member and the Dean, with all rights, duties and responsibilities pertaining thereto as contained in this Agreement and without limiting the generality of clauses 5:37 and 5:38.
- (c) The University undertakes to ensure that the Dean of each Faculty will provide copies of the assignments of teaching loads for the members in each BAU of his/her Faculty on the following basis:
 - 1. departmentalized Faculties:
one ~~copy~~ copy to each BAU for inspection by members of that BAU;
 - 2. non-departmentalized Faculties:
three (3) copies shall be available in a public area(s) for inspection by members in that Faculty;
 - 3. a complete copy of the teaching assignments shall be sent to the Office of the Association.

Such copies shall be provided on or before the deadline for notifying faculty members of their assignments.

- 5:09 (a) The BAU Council may recommend enrolment targets and enrolment limits for the courses for the following academic year. Recommendations for limits by BAU Council shall be made on pedagogical considerations and take due account of student demand and student needs. Any recommendations made by BAUs must be forwarded to the Dean by October 31.
- (b) The BAU Head shall forward all recommendations for enrolment target and enrolment limits of the BAU Council and the minutes of such meeting(s), reasons and all supporting documentation to the Dean. The Dean shall consult with the Vice-president, Academic. The Vice-president, Academic shall make the final decision on such recommendations based on pedagogical considerations, and take due account of student demand and student needs.
- 5:10 The parties agree that, in the assignment of teaching loads as provided in clause 5:08 above, the following procedures will apply:
- (a) a faculty member whose teaching duties, as assigned under clause 5:08, include one ~~(1)~~ or two (2) semester courses scheduled during either Intersession or Summer Session will normally have his/her teaching load reduced in the fall and/or winter semester; any such assignment which includes teaching duties in only one of the two sessions which comprise the summer semester, will be made with the mutual consent of the faculty member and the Dean;
- (b) no faculty member may have more than one ~~(1)~~ semester in sequence without teaching duties, except by mutual agreement between the faculty member and the University;
- (c) nothing in this clause 5:10 precludes any other arrangement which is mutually satisfactory to the faculty member and the University;
- (d) if one or more courses or sections of a course previously assigned to a faculty member prior to the January 31 deadline is/are cancelled because of lack of student enrolment, the faculty member shall not be held indebted to the University in terms of course load assignments. The faculty member concerned shall be assigned such other responsibilities as part of his/her workload within the same semester consistent with the terms of this Agreement and in particular this Article 5;
- (e) Persons holding the title of University Professor may request from the President and may be granted on a year by year basis a reduction of one semester course per year in their normal teaching load.

- 5:11 No faculty member shall be required to teach overload without his/her consent. No faculty member granted a course release shall be paid course overload unless mutually agreed exceptional circumstances exist. No faculty member shall be required to teach at a location outside the City of Windsor unless:
- (a) the member consents; or
 - (b) the member is redeployed to teach all or part of his/her teaching duties at such location in accordance with Article 14. In the cases listed below, the parties agree that it is necessary, as defined in Article 14, to staff all of the courses required in the following programmes:
 - (i) Nursing Programme - Sarnia, Chatham;
 - (ii) M.B.A. Programme - Sarnia, Chatham;
 - (iii) Honours B.Ed. and/or M.Ed. Programme - Kitchener, Waterloo, Sarnia, Chatham; or
 - (c) the member's letter of appointment specifies that he/she is employed to teach at such location.
- 5:12 Following the initial assignment of the teaching duties of a faculty member under this section, changes may be made by the Dean only as a result of changes in circumstances which could not reasonably have been foreseen at the time of the initial assignment, and after consultation with the faculty member affected. Any such change which constitutes an increase in the teaching load, other than as overload, is subject to all of the other provisions of clauses 5:07-5:25, including review by the URCFW. Any assignment as overload is subject to all of the provisions of this Agreement with respect to overload. Should any such change require teaching in a semester which would otherwise have been free of teaching duties for the faculty member, it may be made only with the faculty member's consent. A faculty member returning from leave or extended illness after the beginning of a semester when it is not reasonably possible for him/her to fulfil his/her assigned teaching duties shall be assigned such other responsibilities as part of his/her workload within the same semester consistent with the terms of this Agreement and in particular this Article 5.
- 5:13 In cases where a course is added to the schedule of courses offered in Intersession and Summer Session and where the Dean and the faculty member mutually agree, the course may be assigned to the faculty member for the semester in question and an appropriate adjustment made in the member's teaching load for the year immediately following. The provisions of clause 5:14 will not apply in such cases.

- 5:14 There shall be no increase in the average teaching load within a Faculty unless and until the University and the Association have reached an agreement with respect thereto.
- 5:15 Both the University and the Association agree that one of the objectives of clauses 5:07-5:25 is to reduce the amount of overload teaching throughout the University.
- 5:16 There shall be established a University Review Committee on Faculty Workloads (URCFW) comprising eight **(8)** persons:
- (a) three (3) to be appointed from among the members of the Senate by the President, including the Vice-president, Academic who shall act as Chairperson;
 - (b) four **(4)** to be appointed by the Association from among the members of the Senate who are not ex officio members; and
 - (c) a non-voting employment equity/procedures assessor.
- 5:17 The URCFW shall review the teaching assignment(s) of a faculty member or faculty members upon the request of the member(s) whose workload is to be reviewed. When a request for review is received by URCFW, the statement of the basis of the request is to be sent to the Dean or designate by the member(s). Any such request, accompanied by a brief statement of the basis of the request, shall be made on or before the last day of February immediately following the assignment(s) or the fifteenth day after notification of the assignment(s) to the faculty member(s), whichever is later.
- 5:18 Any review of teaching assignment(s) of a faculty member(s), made under clause 5:17 above, will include a review of the overall workload of the faculty member(s) whose workload is being reviewed. The response of the Dean or designate with reasons for the decision shall be forwarded to the member prior to the review.
- 5:19 In each review requested under clause 5:17, the member(s) whose teaching assignment(s) and overall workload are to be reviewed, the appropriate BAU Head(s), and the appropriate Dean are all parties to the review of the teaching assignment and overall workload in question. The Chairperson shall give notice of each request for a review to the other parties thereto.

- 5:20 The URCFW shall be open to the parties at all times except for when it is making its decision under clause 5:22. The URCFW shall convene at the call of the chairperson to conduct the review requested of it and shall hear the representations of the parties and shall be provided with such information and documentation within their control as it may require. The order of presentation to the URCFW shall be as follows: the member shall present the basis of the request for review; the Dean or designate shall present the basis for the assignments; the member shall have an opportunity to respond.
- 5:21 The parties agree to furnish or cause to be furnished such information and documentation within their control as may be required by the URCFW to perform its review, including a review of the non-teaching portion of the workload(s) in question.
- 5:22 After ~~the~~ review the URCFW shall, in a majority decision,
- (i) confirm the teaching assignment for the faculty member(s), or
 - (ii) vary the teaching load of the faculty member or faculty members in order to achieve a more equitable workload within a given Faculty.
- 5:23 Except as hereinafter provided the decision of the URCFW shall be binding upon the parties and shall be implemented by the Dean or his/her designate. The decision shall be given in writing to the parties concerned no later than thirty (30) days after the written request made under clause 5:17 above.
- 5:24 Recourse to the grievance and arbitration procedures in this Agreement in cases of confirmation or variation of teaching assignment by the URCFW is limited to instances where it is alleged that the confirmation or variation
- (a) involves discrimination within the meaning of Article 11 or a breach of Article 12 of this Agreement, or
 - (b) involves violation of academic freedom within the meaning of Article 10 of this Agreement, or
 - (c) involves a procedural irregularity or defect in the application of, or failure to apply, the appropriate procedures, or
 - (d) is not just and equitable.
- 5:25 The parties agree that arbitration proceedings under clauses 5:07-5:24 shall be referred to a single arbitrator under clause 39:14 of this Agreement.

Rights, Duties and Responsibilities in Respect of Teaching and Counselling

5:26 The rights of a faculty member in respect of teaching and counselling shall be as follows:

- (a) to teach and counsel;
- (b) to ~~be~~ consulted in the assignment of his/her teaching and counselling duties;
- (c) to order the course content and employ the teaching methodology appropriate to the subject matter, consistent with academic freedom as set forth in Article 10 of this Agreement;
- (d) to apply disciplinary measures in order to maintain a learning environment;
- (e) to receive reasonable notification of assigned duties;
- (9)** to innovate teaching methods in order to improve teaching performance with due regard for the protection of the rights of students.

5:27 The responsibilities of a faculty member in respect of teaching and counselling shall be as follows:

- (a) to foster and maintain a learning environment which is productive of scholarly learning;
- (b) to deal with students fairly and ethically including respecting appropriate principles of confidentiality;
- (c) to be conscientious in the preparation, organization and revision of his/her subject matter;
- (d) to teach the assigned courses to registered students at the times and places in the academic sessions designated in the published time table except as modified by mutual agreement by the faculty member and the Dean;
- (e) to inform his/her students of course requirements, assignments, and evaluation methods and their timing;
- (f) to notify students and the Dean or his/her designate as far in advance **as** is practicable of the postponement and rescheduling of any class; postponement and rescheduling shall occur only in exceptional circumstances beyond the reasonable control of the faculty member or when prior arrangements have been made with the Dean or his/her designate;

- (g) to evaluate students' performance and comply with the procedures and deadlines for reporting and reviewing grades except in circumstances beyond the reasonable control of the faculty member;
- (h) to make himself/herself available at reasonable times for academic counselling;
- (i) to ensure as far as practicable that tutorials conducted by teaching assistants are productive of scholarly learning;
- (j) to supervise through attendance as far as practicable in the laboratories, when assigned to laboratory work, the work of the students and laboratory assistant(s);
- (k) to supervise, when applicable, students' research, practical work, theses and major papers;
- (l) to ensure the rights of students, when innovating or experimenting with teaching techniques and formats, by conforming to departmental/faculty guidelines or by obtaining the approval of the Dean or his/her designate;
- (m) to attend registration when required and to supervise his/her examinations held on the campus where the course has been taught subject to Article J;
- (n) Faculty are expected to take every precaution reasonable in the circumstances respecting the safety and health of co-workers and students in the discharge of their duties pursuant to this clause.

Rights, Duties and Responsibilities as a Scholar Researcher

5:28 Scholarly and research activity conducted by a faculty member shall be directed to the objectives of increasing knowledge and understanding, improving the scholarly competence of the teacher and of initiating students, insofar as possible, into the academic discipline.

5:29 While the nature and extent of the endeavours of each faculty member may vary, a faculty member shall have the right and responsibility to devote a reasonable proportion of his/her time to research and scholarly activity. Consulting, contract research, class preparation when it advances the state of the art, and industrial/professional activity may, to the extent they are directed to the objectives stated in clause 5:27, constitute scholarly and research activity when disseminated through publication, lectures or other appropriate means. Class preparation per se shall not be considered to be research. The University agrees to provide as far as is practicable adequate facilities for research and scholarly activities.

- 5:30 Subject to Article 5:32, a faculty member shall be free to disseminate the results of his/her research through publications, lectures and other appropriate means and shall endeavour to publish the results of his/her scholarship except where he/she considers that bona fide academic, moral and/or ethical reasons exist for withholding publication.
- 5:31 A faculty member shall, where appropriate, in his/her scholarly works acknowledge his/her affiliation with the University and any reliance on the work and/or assistance of others.
- 5:32 Where a faculty member undertakes to do research and the terms of the contract and/or research funding compel him/her to withhold dissemination of that research, then such research shall not constitute scholarly or research activity for purposes of this Agreement, unless and until the research is disseminated through publication, lectures and other appropriate means or unless the Vice-president, Academic agrees otherwise, whichever occurs first.
- 5:33 A faculty member shall report annually to the Dean or his/her designate on his/her activities in the area of research and scholarly activity and shall provide from time to time copies of papers presented and/or published, and information necessary for the administration of member-related funds administered by the University. A faculty member shall provide the Vice-president, Academic with a curriculum vitae in a form mutually agreed upon by the Senate and the Faculty Association. The member shall update his/her curriculum vitae by July 15 for the preceding academic year.
- 5:34 A faculty member in pursuing his/her research responsibilities shall not exploit in any manner students under his/her supervision by requiring participation beyond that which is the requirement for academic credit.

Other Rights, Duties and Responsibilities

- 5:35 Faculty are expected to take every precaution reasonable in the circumstances respecting the safety and health of co-workers and students in the discharge of their duties pursuant to this clause.
- 5:36 Consistent with his/her primary teaching and research responsibilities to the University, a faculty member shall have the right and responsibility, where eligible, to serve as a member of departmental, school or faculty councils and committees and, where eligible, in duly constituted bodies under the University of Windsor Act and/or this Agreement when called upon to do so or when elected to such bodies. In exercising these rights and fulfilling these responsibilities, a faculty member shall not act so as to infringe the academic freedom of any other faculty member.

Outside Activities

5:37 Consistent with his/her primary teaching and research responsibilities to the University, a faculty member shall have the right to participate in the activities of his/her profession, professional association(s), learned society(ies), professional advisory boards or professional committees. A member is encouraged to participate in outside activities which will enhance the standing both of the member and of the University.

5:38 A faculty member may engage in outside professional activity or act in a consulting or advisory capacity to public or private clients, recognizing that suitable contact with the public and private sectors offers a desirable means whereby he/she may relate his/her professional activities and teaching to current practice, trends and developments, and thereby secure stimulation and experience valuable to his/her continued growth in his/her field of special interest and in enriching his/her educational services, subject to the following:

- (a) such professional activity shall not conflict or interfere with the fulfilment of his/her duties and responsibilities to the University as provided in this Agreement;
- (b) such professional activity shall not reflect adversely or be to the detriment of the University;
- (c) a written statement of the nature, scope and extent of any professional activity which has more than a trivial impact on the member's time or of any subsequent changes (subject to rules of professional confidentiality) shall be given to the Dean or his/her designate who shall assess compliance with clause 5:37 and this clause 5:38;
- (d) the University shall be reimbursed for supplies, equipment, facilities and space used in connection with the professional activity, except that University activities shall have priority in such use;
- (e) the name of the University or the University letterhead shall not be used in correspondence between a faculty member and his/her client, or in any report he/she may submit, and the name of the University shall not appear in any publicity or commercial presentation of the results of the consulting work nor shall the faculty member represent himself/herself as an agent of the University.

Rights, Duties and Responsibilities in Respect of Other Assigned Duties

5:39 Clauses 5:01 to 5:38 inclusive apply mutatis mutandis to activities such as coaching, programme direction, play direction, staging of musical programmes and athletic events whenever these are assigned duties for faculty members.

Rights, Duties and Responsibilities of Ancillary Academic Staff

- 5:40 When the duties mentioned in clause 5:39 are assigned to ancillary academic staff members of the bargaining unit, clauses 5:41 - 5:45 concerning rights, duties and responsibilities shall apply to such members.
- 5:41 An ancillary academic staff member in fulfilling his/her duties and responsibilities shall deal ethically and fairly with colleagues and students and shall respect appropriate principles of confidentiality.
- 5:42 Ancillary academic staff members are normally engaged on a full-time yearly basis from July 1 to the subsequent June 30.
- 5:43 An ancillary academic staff member shall be entitled to four (4) weeks vacation per year and may take part or all of his/her annual vacation at a time which shall be mutually agreed with the Dean or his/her designate.
- 5:44 The parties recognize that the overall workload of ancillary academic staff members will be as contained in the member's job description.
- 5:45 The Dean or his/her designate, after consultation with ancillary academic staff member(s), will assign and schedule all duties and shall advise each ancillary academic staff member of his/her assignment.
- 5:46 Ancillary Academic Staff are expected to take every precaution reasonable in the circumstances respecting the safety and health of co-workers and students in the discharge of their duties pursuant to this clause.

Rights, Duties and Responsibilities of Librarian Members

- 5:47 There are rights, duties and responsibilities which derive from the position of a librarian member working within the University. A librarian member shall have appropriate professional and academic qualifications. A librarian member shall abide by the rules and regulations established by the University not inconsistent with this Agreement. In exercising his/her rights and in fulfilling his/her duties, a librarian member shall deal fairly and ethically with colleagues and students and shall respect appropriate principles of confidentiality.
- 5:48 The following category descriptions for librarian members foster recognition of the needs of the Library and of the University and recognition of the professionalism of individual librarian members.

- (a) A librarian member in the University Library may be engaged with, from time to time and as assigned:
 - (i) Selection, acquisition and preservation of library materials;
 - (ii) Bibliographic organization and control of library materials;
 - (iii) Direction, planning, implementation and supervision of library systems and electronic resources;
 - (iv) Collection development and management of library materials;
 - (v) Reader service, including but not limited to, general and specialized reference, interlibrary loan, orientation and bibliographic instruction;
 - (vi) Managing, planning, organizing, implementing and directing the delivery of service to the publics served by the University Library;
 - (vii) Liaison with faculty members and students.
- (b) A librarian member in the Law Library shall be engaged with, from time to time and as assigned:
 - (i) collection management, including but not limited to selection, acquisition and preservation of Library materials;
 - (ii) reader services, including but not limited to reference, interlibrary loan, orientation, bibliographic instruction;
 - (iii) bibliographic control and library systems;
 - (iv) managing, planning, organizing, implementing, and directing the delivery of service to the publics served by the Law Library; and
 - (v) liaison with faculty members and students.

5:49 The University Librarian/Law Librarian or delegate, after consultation with the librarian member, will assign and schedule workload in writing.

Overall workload shall include library service and, where appropriate, may include research and academic activity related to library service, professional service and activity, and service to the University. The University shall endeavour to achieve a just and equitable distribution of workload among professional librarians.

Workload shall be such that the duties and responsibilities assigned can be carried out within the stipulated hours of work for librarians. Workload assignment will normally be made by February 28 to take effect on July 1 of each year. Any further changes to workload shall be by mutual agreement between the member and the University Librarian/Law Librarian or their delegate as appropriate.

(a) The University Librarian/Law Librarian will provide copies of the assignments of workload for the members of the University Library/Law Library on the following basis:

- (i) Three (3) copies shall be available on Reserve in the appropriate Library.
- (ii) A complete copy of the workload assignments shall be sent to the Office of the Association.

Such copies shall be provided on or before the deadline for notifying librarian members of their assignments.

(b) There shall be established a University Review Committee on Librarian Workloads (URCLW) comprising eight (8) persons:

- (i) three (3) to be appointed by the President, including the Vice-President, Academic or delegate who shall act as Chairperson;
- (ii) four **(4)** to be appointed by the Association; and
- (iii) a non-voting employment equity/procedures assessor.

(c) The URCLW shall review the workload of a librarian member upon the request of that member. When a request for review is received by URCLW, the statement of the basis of the request is to be sent to the Chairperson and the University Librarian/Law Librarian by the librarian member. Any such request, accompanied by a brief statement of the basis of the request shall be made on or before the last day of March immediately following the assignment.

(d) Any review of workload of a librarian member made under clause 5:49(c) above will include a review of the overall workload of the librarian member whose workload is being reviewed and all other members within that division. The response of the University Librarian/Law Librarian with reasons for the decision shall be forwarded to the member ten (10) working days prior to the review.

- (e) In each review requested under clause 5:49(c), the librarian whose overall workload is to be reviewed, the Associate Librarian and the University Librarian/Law Librarian are all parties to the review of the overall workload in question. The Chairperson shall give the notice of each request for a review to the other parties thereto.
- (9) The URCLW shall be open to the parties at all times except for when it is making its decision under clause 5:49(h). The URCLW shall convene at the call of the Chairperson to conduct the review requested of it and shall hear the representations of the parties and shall be provided with such information and documentation within their control as it may require. The order of presentation to the URCLW shall be as follows: the member shall present the basis of the request for review; the University Librarian/Law Librarian or delegate shall present the basis for the assignment; the member shall have an opportunity to respond.
- (g) The parties agree to furnish or cause to be furnished such information and documentation within their control as may be required by the URCLW to perform its review.
- (h) After the review, the URCLW shall, by majority decision, direct the University Librarian/Law Librarian to:
 - (i) confirm the workload for the librarian member, or
 - (ii) vary the workload of the librarian member, in order to achieve a more equitable workload within the Library.
- (i) Except as hereinafter provided, the decision of the URCLW shall be binding upon the parties and shall be implemented by the University Librarian/Law Librarian or delegate. The letter for implementation by the University Librarian/Law Librarian or delegate shall be given to the parties concerned no later than sixty (60) days after the written request made under clause 5:49(c) above.
- (j) Recourse to the grievance and arbitration procedures in this Agreement in cases of confirmation or variation of workload by the URCLW is limited to instances where it is alleged that the confirmation or variation
 - (i) involves discrimination within the meaning of Article 11 or a breach of Article 12 of this Agreement, or

- (ii) involves violation of academic freedom within the meaning of Article 10 of this Agreement, or
 - (iii) involves a procedural irregularity or defect in the application of, or failure to apply, the appropriate procedures, or
 - (iv) is not just and equitable.
- (k) The parties agree that arbitration proceedings under clauses 5:48 -5:49 shall be referred to a single arbitrator under clause 39:14 of this Agreement.

5:50 The primary rights, duties and responsibilities of a librarian member shall include an appropriate combination of the following:

- (a) the right and the responsibility, as provided in this Agreement, to develop professionally and, where appropriate, academically, and to devote his/her energies to fostering an environment conducive to learning in the libraries;
- (b) the responsibility to carry out the approved policies and duties in the University Library or the Law Library, subject to clauses 5:46 - 5:49;
- (c) consistent with his/her primary duties and responsibilities to the University, a librarian member shall have the right and responsibility, when eligible, to serve as a member of duly constituted library committees and to participate, when eligible, in duly constituted bodies under the University of Windsor Act and/or this Agreement when called upon to do so or when elected to such bodies.

5:51 There shall be a University Library Administrative Committee to recommend the formulation of Library policy and procedures. Membership shall be as follows:

the University Librarian as Chairperson,
the Associate Librarian,
all University Library librarian members,
two representatives of the full-time library
support staff, elected annually by and from all full-time library support staff.

5:52 Librarian members are normally engaged on a full-time yearly basis from July 1 to the subsequent June 30.

5:53 Librarians are entitled to annual vacation following the provisions of clause 46:02.

- 5:54 Consistent with his/her primary duties and responsibilities, a librarian member shall have the right and responsibility to participate in the activities of his/her profession(s), professional associations and/or learned societies and is encouraged to participate in such activities which will enhance the standing of both the librarian member and the University.
- 5:55 Librarian members, when engaged in teaching, research and/or outside activities as defined in clauses 5:26 to 5:38 inclusive of this Agreement, shall have the same rights and responsibilities as faculty members, mutatis mutandis.
- 5:56 Librarians are expected to take every precaution reasonable in the circumstances respecting the safety and health of co-workers and students in the discharge of their duties pursuant to this clause.

ARTICLE 6 MANAGEMENT RIGHTS

- 6:01 The Association recognizes the rights, powers and responsibilities of the Board of Governors to manage the University as provided for in the University of Windsor Act. Such rights, powers and responsibilities shall be exercised in a just and equitable manner consistent with the provisions of this Agreement.

ARTICLE 7 EXISTING PRACTICES

- 7:01 Subject to the provisions of this Agreement, the Board of Governors undertakes to continue recognized existing practices with respect to terms and conditions of employment. The Board of Governors, however, after due notice and on reasonable and necessary grounds expressed in writing, may alter such practices. The decision of the Board of Governors to alter such practices shall be subject to the grievance and arbitration procedures established by this Agreement for the purpose of determining whether such alteration was justified on reasonable and necessary grounds. Existing practices mean practices with respect to terms and conditions of employment which are reasonable, certain, known, in force at the date of the commencement of this Agreement or during the preceding academic year.
- 7:02 The onus of establishing an existing practice within the meaning of clause 7:01 shall rest on the party or person who alleges the existence of such existing practice.

ARTICLE 8

FACILITIES AND SUPPORT SERVICES

8:01 The Board of Governors acknowledges a continuing responsibility to maintain a climate in which the academic functions of the members may be carried out, and undertakes, therefore, to continue to provide within the resources available a level of facilities and support services consistent with this responsibility, except that the level of the facilities and support services listed below may be adjusted from time to time. It is understood that the University will continue to make reasonable provision for the safety, health and environmental conditions of air, light, space and temperature of working areas in the University. A complaint of a member concerning safety, health and the environmental conditions mentioned above shall be discussed at a meeting between the complainant and a Faculty Association representative with the Vice-president, Administration and Finance and the Director of Human Resources and not under the provisions of the grievance procedure.

- (a) secretarial services, which shall be made available to members for University business, such as teaching, research, scholarly and professional activities related to University business. Priorities for the use of such secretarial services shall be determined by the BAU Head or Associate Librarian as appropriate;
- (b) telephone service;
- (c) office space. Such space may not be reassigned without notice to the member and such space shall not be unreasonably reassigned;
- (d) parking space. The University shall endeavour, subject to available space, to give priority in the assignment of parking to members in the parking lot nearest their assigned work area, provided request for such parking space has been received by April 1st of the year in question. After such date, assignment of parking will be on a first come, first served basis. Members holding valid permits to Lots G, Y, or P shall be given on their request, permits to Lot "M" without additional charge. The Association shall be entitled to appoint a member to the University Parking Committee annually. The Vice-President, Administration and Finance, shall provide to the Association an annual statement of the income and expenditures related to the operation of the University parking lots. The University shall provide the Faculty Association with sixty (60) days written notice of any intent to increase parking fees for members;
- (e) supplies and equipment;
- (9) computing services;
- (g) instructional aids;

ARTICLE 10

ACADEMIC FREEDOM

- 10:01 The fundamental purpose of the University and its unique contribution is the search for new knowledge and the free dissemination of what is known. Academic freedom in universities is essential to both these purposes in the teaching function of the University as well as in its scholarship, research, and creative work.
- 10:02 Each member shall be free in the choice and pursuit of research consistent with the objectives and purposes of the University and in the publication of the results, subject only to the normally expected level of performance of his/her other duties and responsibilities.
- 10:03 Each member shall have freedom of discussion. However, in the exercise of this freedom in the classroom, reasonable restraint shall be used in introducing matters unrelated to his/her subject. The University shall not require conformity to any religious beliefs, doctrines or practices.
- 10:04 The University shall not impose supervision or other restraints upon, nor will it assume responsibility for, what is said or written by a member acting as a private citizen. However, as a person of learning he/she shall exercise good judgment and shall make it clear that he/she is not acting as a spokesperson for the University.
- 10:05 The University shall expect and encourage each member to participate in, and contribute new ideas to, the promotion of the objectives of the University. Furthermore, it shall respect the right of each member to disagree with academic or administrative decisions. However, criticism of, or advocacy of changes in, the policies, programmes or administrative practices of the University shall be in the proper academic tradition of reasonable discussion.

ARTICLE 11

NO DISCRIMINATION

- 7/1 11:01 The parties acknowledge that the provisions of this Agreement shall apply to all members without discrimination, interference, restriction or coercion and, in carrying out their respective obligations and in exercising their respective rights under this Agreement; neither will they discriminate against any member because of race, creed, colour, age (except for retirement in accordance with the University Retirement Plan), sex, sexual orientation, marital status, family relationships (subject to Senate Policy and the terms of this Agreement),

nationality, ancestry, place of origin, political or religious affiliation or belief, clerical or lay status, physical handicap (except where such handicap would clearly prevent performance of the required duties), conviction for which a pardon has been granted, or membership or involvement in any lawful organization, nor will they engage in any other discriminatory practices prohibited by law.

15/1

Notwithstanding the foregoing, the provisions of this Article may be superseded by programmes connected with or pursuant to Employment Equity Policies of the University of Windsor or the Pay Equity Act.

ARTICLE 12

APPOINTMENT OF MEMBERS

I. Appointments (General)

- 12:01 In accordance with Section 21(1)c of the University of Windsor Act, the Board of Governors shall continue to have power to appoint members of the academic staff, but all such appointments made by the Board of Governors shall be made in accordance with the rules and regulations, with respect to qualifications for appointment, as may from time to time be adopted by the Senate, and the President shall, before making such recommendations for appointment, consult with the appropriate committee of the Senate regarding such appointments.
- 12:02 Each appointment is made by the Board of Governors on the recommendation of the President after compliance with the procedures set forth in this Article 12.
- 12:03 A letter of appointment signed by the President or his/her delegate shall be sent by mail to each person appointed to a position within the bargaining unit. Each such letter shall specify the class, length, terms and conditions of appointment including rank, and Normal Salary.
- 12:04 The University undertakes to provide to each new member, as soon as practicable after the inception of his/her employment with the University, a comprehensive pamphlet or pamphlets setting out in detail the particulars of all of the University's fringe benefit Plans.

II Appointment of Faculty Members

- 12:05 The parties recognize full-time appointments of faculty members as established by the Senate are of three (3) classes:

- (a) Appointment of Limited Term - i.e., an appointment of a specified period of one ~~(1)~~ three (3) years implying no commitment by the University of renewal or continuation beyond the specified term and limited to:

- (i) replacement of persons on sabbatical or other leave;
- (ii) engagement of distinguished visiting professors or persons with special knowledge, expertise, or experience;
- (iii) accommodation of enrolment fluctuations of probable short duration;
- (iv) accommodation of vacancies in the full-time academic staff until full-time qualified persons acceptable for appointments are available.

- 8/9999
- (b) Probationary Appointment - i.e., an appointment for a specified term during which the University undertakes to give serious consideration, in accordance with the procedures of the appropriate Senate By-law, to the granting of tenure to the faculty member involved during the last year of the total probationary period. A faculty member has the right, however, to be considered for early tenure. The total probationary period shall be:

- (i) Lecturer - the total probationary period for a Lecturer shall not exceed seven (7) years' service at this University. Further reappointment beyond the maximum probationary period shall be with tenure.
- (ii) Assistant Professor - the total probationary period for an Assistant Professor shall not exceed five (5) years' service at this University at any rank. Further reappointment beyond the maximum probationary period shall be with tenure.
- (iii) Associate Professor - the total probationary period for an Associate Professor shall not exceed four (4) years' service at this University at any rank. Further reappointment beyond the maximum probationary period shall be with tenure.
- (iv) Professor - the total probationary period for a Professor shall not exceed three (3) years' service at this University at any rank. Further re-appointment beyond the maximum probationary period shall be with tenure.

Service shall not include the period of leave under clauses 18:05 (a) and 18:05 (b) and Article 20 of this Agreement, but service at another University may be considered in determining the time required, if any, for granting of tenure.

In the event that a BAU Renewal, Promotion and Tenure Committee recommends a faculty member, who in the last year of his/her probationary

service, for tenure but that recommendation is not accepted by UCAPT, the member shall be offered a one-year, non-renewable, full-time, limited term appointment or, if agreed to by both the member and the President of the University after consultation with the BAU Head, six months' salary on the termination of his/her probationary appointment. In the event that a BAU does not recommend a faculty member, who is in the last year of his/her probationary service, for tenure and that recommendation is accepted by UCAPT, the member shall be offered either a one-year, non-renewable, full-time, limited term appointment or six months' salary on the termination of his/her probationary appointment at the discretion of the President of the University after consultation with the BAU Head.

- (c) Appointment with Tenure (or without Term) - i.e., an appointment without specified term which shall be with tenure and which shall continue until the normal retirement age or unless terminated in accordance with the provisions of this Agreement, and subject to the provisions of this Agreement with respect to lay-off;
- (d) Where a member on a probationary appointment has to take medical leave of more than six (6) weeks the member may elect to extend the period for which his/her performance must be considered for renewal of his/her appointment or for tenure by no more than the period of time for which she/he took medical leave. All deadlines and procedures relating to the consideration of renewal of the member's appointment or tenure shall be extended by the extension period so elected by the member.
- (e) In case of serious illness, extraordinary family responsibilities or other exceptional circumstances, a member may request in writing, in a letter directed to the Vice-president, Academic, to have his/her consideration for tenure extended for a period of up to three (3) years. Such extensions shall not be unreasonably denied. The Faculty Association shall be notified of all such requests in writing as soon as possible.

- 12:06
- (a) The total period of appointments of limited term at any rank shall not exceed the appropriate duration of probationary periods at that rank. Any further re-appointments shall be with tenure; this clause shall not apply to persons appointed to professorships under clause 12:06 (b).
 - (b) Persons appointed to professorships funded by an external agency under a funding agreement with the University shall be appointed for a period of not more than five (5) years which may be renewed in accordance with the appointment procedures under the Senate By-laws and this Agreement for such period as the funding is expected to continue.
 - (c) Members who have accumulated service on a limited term basis and are offered transfer to the probationary stream prior to the maximum service for the rank being accumulated shall have the option of including less than

the full amount of limited term service in the probationary period for purposes of determining the maximum probationary period where they deem such full inclusion to prejudice their chances for the award of tenure. Such an option shall be exercised prior to acceptance of the first probationary contract.

- 12:07 All limited term appointments will be considered to be at least at the rank of Lecturer and entitled to, at the minimum, the salary floor for their rank.
- 12:08 All limited term re-appointments shall be eligible for the same salary increases as probationary appointments.
- 12:09 Limited term appointments and initial probationary appointments shall normally commence on July 1 or January 1. However, in exceptional circumstances in which the teaching programme of a BAU would be seriously compromised, the University retains the right to make appointments on the following dates: when an appointee begins his/her duties between July 1 and July 31, the appointment shall be deemed to commence July 1 for a period of twelve (12) months; and when an appointee begins his/her duties after July 31 but prior to August 31, the appointment shall be to August 1 for a period of eleven (11) months. In the latter case, should the appointee's salary for eleven (11) months be less than the floor for the appointee's rank, an additional one-time payment of the difference shall be made to the appointee on or before September 30.
- (a) An initial probationary appointment commencing on January 1 shall be for a term of eighteen (18) months therefrom.
 - (b) A limited term appointment commencing on January 1 may be for a term of twelve (12) months or eighteen (18) months therefrom.
 - (c) A limited term or probationary appointment of eighteen (18) months may be deemed equivalent to either one (1) or two (2) years of service for the purposes of tenure consideration at the option of the member.

III. Appointment of Librarian Members

- 12:10 Whenever a Library position in the bargaining unit is to be filled, the University Librarian or the Law Librarian, as the case may be, shall cause to be made a search for and interview of suitable candidates. A candidate shall possess the qualifications for the appointment as adopted and applied by a Search Committee. The search procedure shall include internal advertisement of each such position and any external advertisement of such a position shall include insertion in appropriate Canadian publication(s). The University Librarian or the Law Librarian, as the case may be, after receipt of the written recommendations

of the Search Committee, shall propose to the President or his/her delegate, the appointment of such candidate(s) from among those recommended by the Search Committee, or may cause the search to continue. The University shall not discriminate against females while making all reasonable efforts to recruit and hire qualified persons for available positions.

12:1 ■ A Search Committee, in the case of the University Library, shall be composed of the following.

- (a) The University Librarian, as Chairperson;
- (b) The Associate Librarian;
- (c) Three (3) elected University Library librarian members;
- (d) A non-voting employment equity/procedures assessor;
- (e) At least one (1) of the voting members of the Committee shall be a woman.

12:12 A Search Committee, in the case of the Law Library, shall be composed of the following:

- (a) The Law Library Librarian, as Chairperson;
- (b) One (1) woman librarian member elected by the Law Library librarian members;
- (c) One (1) Law Library librarian member named by the Law Librarian; and
- (d) A non-voting employment equity/procedures assessor.

12:13 The appropriate Chairperson shall call forthwith for nominations and shall then arrange for the election of librarian members to the Committees in clauses 12:11 and 12:12.

12:14 The curriculum vitae and all written references concerning each candidate shall be made available to the Search Committee; where deemed necessary, the Chairperson shall arrange for a campus visit by and interviews of such candidate(s).

12:15 Appointments to full-time Library positions within the bargaining unit shall be made in one of the following ranks: Librarian I, Librarian II, Librarian III, Librarian IV.

12:16 All full-time appointments of Librarian members within the bargaining unit shall be in one of the following three classes:

(a) Appointment of Limited Term - i.e., an appointment of a specified period of up to three (3) years implying no commitment by the University of renewal or continuation beyond the specified term. The University shall only appoint within this class for the following purposes:

- (i) eminent visiting librarians up to one (1) year;
- (ii) replacement of sabbaticants up to one (1) year;
- (iii) replacements of librarian members on leave for the duration of said leave;

and in addition to the foregoing purposes, the Board of Governors may appoint for a period of up to one (1) year two (2) librarian members in circumstances of emergency but, if such appointee(s) is (are) engaged by the University beyond one (1) year, he/she or they shall be considered as probationary appointment(s) from the date of appointment in circumstances of emergency.

(b) Probationary Appointment - i.e., an appointment for a specified term during which the University undertakes to give consideration to renewal at yearly intervals thereafter and to granting of permanence in the last year of the probationary period subject to a performance assessment as per the criteria established in clauses **13:11** through **13:14**. A librarian member may, however, be considered for permanent appointment at any time one (1) year after his/her initial appointment. The total probationary period of:

- (i) Librarian I shall not exceed five (5) years' service at this University. Appointments after five (5) years' service shall be deemed to be permanent.
- (ii) Librarian II shall not exceed five (5) years' service at this University. Appointments after five (5) years' service shall be deemed to be permanent.
- (iii) Librarian III shall not exceed four (4) years' service at this University. Appointments after four (4) years' service shall be deemed to be permanent.
- (iv) Librarian IV shall not exceed three (3) years' service at this University. Appointment after three (3) years' service shall be deemed to be permanent.

Service shall not include the period of leave under clauses **18:05** (a) and **18:05** (b) and Article 20 of this Agreement, but service at another

University may be considered in determining the time required, if any, for granting of permanence. Please refer also to Article 17:04 (d).

In the event that a Renewal, Promotion and Permanence Committee recommends a librarian member who is in the last year of his/her probationary service for permanence but that recommendation is not accepted by UCRPPLM, the member shall be offered a one (1) year, non-renewable full-time, limited term appointment or, if agreed to by both the member and the President of the University after consultation with the University Librarian, six (6) months' salary on the termination of his/her probationary appointment. In the event that a RPP Committee does not recommend a librarian member who is in the last year of his/her probationary service for permanence and that recommendation is accepted by UCRPPLM, the member shall be offered either a one (1) year, non-renewable, full-time limited term appointment or six (6) months' salary on the termination of his/her probationary appointment at the discretion of the President of the University after consultation with the University Librarian.

- (c) Appointment with Permanence - i.e., an appointment from outside the University or a further appointment from within the University without specified term after the expiration of the probationary period continuing until the normal retirement age or until otherwise terminated in accordance with the provisions of this Agreement subject to a performance assessment as per the criteria established in clauses 13:11 through 13:14.
- 12:17 (a) Probationary or limited term appointments of eighteen (18) months may be deemed equivalent to either one (1) or two (2) years' service for the purposes of permanence consideration at the option of the member.
- (b) Probationary or limited term appointments of less than eighteen (18) months shall be deemed equivalent to one (1) year of service for the purposes of permanence consideration.

IV. Appointment of Ancillary Academic Staff Members

- 12:18 Whenever an ancillary academic position in the bargaining unit is to be filled, the BAU Head shall cause a search to be made and shall arrange for the interview of suitable candidates. A candidate shall possess the qualifications for the appointment approved by the BAU ancillary academic staff Committee (hereafter "the AAS committee"). Where teaching and research responsibilities normally performed by faculty members are to be assigned to the appointee, the appointment procedure to be followed will be the normal procedure for the appointment of faculty members. The search procedure which shall be in

accordance with Articles 12:01 - 12:04 shall include internal advertisement of each such position and when approved by the Vice-president, Academic external advertisement of such a position in appropriate Canadian publication(s). The BAU Head after receipt of the written recommendations of the AAS Committee, shall propose to the President or his/her delegate, the appointment of the candidate(s) from among those recommended by the AAS Committee, or may cause the search to continue.

- 12:19** Ancillary academic staff members shall not be appointed as substitutes for full-time Academic or Sessional Lecturer appointments.
- 12:20** Each AAS Committee shall be composed of the following:
- (a) The BAU Head as Chairperson;
 - (b) A member of the bargaining unit with appropriate experience in the work to be assigned to the successful applicant;
 - (c) Three BAU members elected by and from the BAU;
 - (d) Such other person(s) as may be required under Senate By-laws.
- 12:21** The BAU Chairperson shall call for nominations to the AAS Committee and shall then arrange for the election of members to the Committee.
- 12:22** The curriculum vitae and all written references concerning each candidate shall be made available to the AAS Committee.
- 12:23** Initial appointment to ancillary academic staff positions shall be probationary for a period of six (6) months, at which time, on the recommendation of the AAS Committee, the appointment will be terminated forthwith or confirmed. In the case of appointments to athletic coaching positions, appointees will be subject to renewal annually by the Board of Governors on the recommendation of the President, in accordance with Article 13:24 for a period of three (3) years, after which reappointments will be renewable for periods of two (2) to five (5) years (the length of the appointment to be determined by the President of the University after consultations with the AAS Committee). When the AAS Committee recommends non-renewal of the appointment of an athletic coach, the incumbent will receive one (1) month's notice of termination for each year of service, or payment in lieu of such notice, up to a maximum of twelve (12) months for twelve (12) years of service and longer.

- 12:24 A letter of appointment signed by the President or his/her delegate shall be sent by mail at least three (3) weeks before commencement of duties to each ancillary academic staff appointee, which letter shall specify the length, terms and conditions of appointment and salary.
- 12:25 The following Articles and Clauses of this Agreement shall apply to ancillary academic staff members: 1, 2, 3, 4, 5:40-5:45, 6, 7, 8, 10, 11, 12:01-12:04, 12:18-12:24, 13:22-13:27, 15, 16, 19, 20, 21, 22:03, 23:10-23:18, 24, 27, 28:04-28:10, 29, 30, 32, 33, 34, 35, 36, 37, 38, 39, 44, 45, 46:01 and 46:03, 47:03, 49, 50, 51, 52, 53, 58, 59, 60, 61 and Articles A., D., E., F., G., H., I., K., L.

ARTICLE 13 **RENEWAL OF APPOINTMENTS, PROMOTION AND TENURE/PERMANENCE**

I. Renewal of Appointments. Promotion and Tenure of Faculty Members

- 13:01 The University and the Faculty Association agree with the principle that the basis for promotion is the performance of the individual determined on the basis of job-derived criteria. All renewal, promotion and tenure decisions shall be made in accordance with the procedures for achieving employment equity adopted by the Senate. A reasonable effort shall be made to specify the criteria to be used and to communicate them to faculty members.
- 13:02 The criteria for renewal of appointment, promotion, and granting of tenure of faculty members shall continue to be as adopted and applied by the Senate. Moreover, these criteria must not systematically discriminate against women academics and shall be reviewed to ensure that they do not undervalue work which is done primarily by women.
- 13:03 No faculty member with a limited term appointment may be reappointed to the same BAU at a rank lower than that held during his/her immediately preceding appointment.
- 13:04 Subject to clause 13:02, renewal of appointment, promotion and granting of tenure and renewal of faculty members, shall continue to be by action of the Board of Governors on the recommendation of the President who shall, before making such recommendations, consult with the appropriate committee of the Senate. Where a time limit is stipulated in a procedure as outlined in the Senate By-laws or this Agreement for promotion and tenure, the administration and all persons and/or bodies bound by the time limit will take appropriate steps to ensure that the time is adhered to strictly. Nevertheless, where good and

sufficient reasons are demonstrated, the time limits may be extended in order to accommodate such reasons. However, the body or person initiating any such extension shall give due advance notice of the extension and the reasons therefore to the body or person directly affected by the extension.

In the interests of employment equity, the BAU Committees shall attempt to include, when the gender composition of the BAU permits, at least one (1) woman committee member and UCAPT shall include at least one (1) woman committee member.

- 13:05
- (a) UCAPT shall not make a negative recommendation on renewal, promotion and/or tenure without first notifying the candidate in writing of its concerns in detail (which includes all relevant documentation provided by the BAU Head to UCAPT, a copy of any current UCAPT letter to the BAU Head requesting a clear indication of issues and concerns, a copy of the response which the Head of the BAU shall be required to submit in writing to UCAPT, copies of all supporting documentation including contents of confidential letters with the author's identity remaining confidential) and affording the candidate an opportunity to make a presentation before UCAPT.
 - (b) A candidate who is being considered for promotion or early tenure may elect to withdraw his/her name from consideration by UCAPT.
 - (c) For purposes of UCAPT reviews on renewal, promotion or tenure, the Employment Equity/Procedures Assessor(s) shall be appointed by the mutual agreement of the Chair of UCAPT and the President of the Faculty Association from amongst those persons on the list of Employment Equity/Procedures Assessors who have served at least three years as Assessors on a BAU Promotion and Tenure Committee.

- 13:06
- A member who opts to appear before the Promotion and Tenure Committee at either the BAU or UCAPT level shall have the right to be represented by the Faculty Association.

The representatives shall have the same rights and role in the proceedings as the member.

- 13:07
- The recommendation of the President, or his/her failure to make a recommendation to the Board of Governors under clause 13:04 of this Agreement, shall be subject to the arbitration procedures set forth in Article 39 of this Agreement.

Recourse to arbitration shall normally be related to the following, but not limited to them in cases where the Faculty Association can demonstrate a justifiable reason for requesting Arbitration on some other ground:

- (a) involves discrimination within the meaning of Article 11 or involves a breach of Article 12,
- (b) involves violation of academic freedom within the meaning of Article 10 of this Agreement,
- (c) involves procedural irregularity or defect in the application of, or failure to apply, the appropriate Senate procedures sufficient to justify quashing the decision,
- (d) is contrary to the University Committee on Academic Promotion and Tenure (UCAPT) recommendation on the merits of the case, or
- (e) involves the unequal application of the currently prevailing norms for promotion and tenure within the University.

The decision of the arbitration board shall be final and binding upon the faculty member and the parties.

- 13:08 A candidate for Promotion or Renewal may appeal the findings of fact on which the letter from UCAPT is based, without appealing the UCAPT recommendation. In such cases normal grievance procedures shall apply.

II. Renewal of Appointments. Promotion and Permanence of Librarian Members

- 13:09 The University and the Faculty Association agree with the principle that the basis for promotion is the performance of the individual determined on the basis of job-derived criteria. All renewal, promotion and permanence decisions shall be made in accordance with the procedures for achieving employment equity adopted by the Senate.
- 13:10 The criteria governing the renewal of appointment, promotion and granting of permanence for librarian members shall be as described in clause 13:11. The criteria may be amended from time to time by the Vice-president, Academic only on the recommendation of the Librarian Criteria Committee composed of the Vice-president, Academic, the University Librarian or his/her delegate, the Law Librarian or his/her delegate, two (2) librarian members elected from and by the members of the University Library, one (1) librarian member elected from and by the Law librarian members, and a faculty member in the bargaining unit elected from and by the Senate Library Committee. Such criteria must not systematically discriminate against women librarians and shall be reviewed to ensure that they do not undervalue work which is done predominantly by women.

Criteria for Re-appointment, Promotion
and Granting of Permanence for Librarian Members
of the University of Windsor

The basic quality which must be evident for re-appointment, the granting of permanence, and the awarding of promotion is excellence and achievement in position performance and hence support of the teaching and research objectives of the University of Windsor. In this context, a librarian practices his/her profession through activities such as the selection, acquisition, and preservation of Library materials; the bibliographical control of these materials; the accessibility of the collection to users; the provision of instruction in using the Library's resources; and the planning and development of Library Systems. All the foregoing areas of activity rank in equal value.

Accordingly, paramount consideration in the granting of re-appointment or permanence and the awarding of promotion shall be given to the candidate's performance and service in his/her assigned position(s).

Secondarily, due recognition shall be given for an appropriate combination of: valuable professional and related academic contributions to the University, professional and related academic achievement, and service to the community, particularly since such contributions are not a requirement of the applicant's position, and are made outside normal working hours. Research or creative work should be rewarded, recognizing the limitations on such activities because of scheduled demands on time and energy.

The evaluation should be qualitative and quantitative, with evidence of continued efficient and effective endeavour. Evaluation should be made in comparison with the activity and quality appropriate to the candidate's specialty.

In the granting of renewal of appointment and in the awarding of promotion, experience shall only be taken into consideration insofar as it represents growth on the job in terms of increased knowledge, skills, and competence.

Permanent appointment shall be granted to a candidate with a demonstrated standard of performance and ability consistent with the criteria for his/her rank and position and with potential for future development and contribution to the Library and to the University.

General Criteria

While the following principles do not form an exhaustive list, they do serve as indicators.

- Performance in the area of the candidate's assigned responsibility. Promotion is a recognition of merit primarily based on excellence and achievement in position performance. Assessment would take into account:

- (a) Professional competence as demonstrated by knowledge applied within the position in an effective and efficient manner on an on-going basis;
 - (b) Ability to communicate and interact effectively and co-operatively with all colleagues and patrons;
 - (c) Ability to relate his/her functions to the overall goals of the Library and of the University;
 - (d) Ability to take initiative and to be innovative;
 - (e) Special skills and aptitudes (e.g., linguistic ability) which are utilized in the performance of his/her duties.
2. Broad Professional Initiative, including committee and administrative activity, as indicated by:
- (a) Supervision, or co-ordination, of Library personnel or activities;
 - (b) Demonstrated administrative ability and capacity for administration;
 - (c) Service and leadership in Library-wide and University affairs.
3. Professional and Related Academic Activities: Relevant research activity including bibliographic research and creative work should be rewarded. This may be indicated by:
- (a) Publication of books, articles, reviews, and reports of a scholarly or instructional nature, and relevant contributions of a creative nature, as well as consideration of the extent of the candidate's intellectual activity in support of the research activities of others;
 - (b) Formal study taken to broaden and/or improve language or relevant professional subject knowledge;
 - (c) Study for relevant advanced professional and/or related academic qualifications;
 - (d) Active participation in professional associations;
 - (e) Efforts for professional growth through further study (including attendance at workshops);
 - (9) Contributions in matters of Library administration (e.g., Committee work).

13: Application of Criteria to Librarian Ranks

Librarian I

It is at this rank that a professional career usually begins. To qualify for reappointment at this rank the candidate shall have met appropriate professional requirements, show potential for further successful performance, and promise of future professional activity and related academic activity as may be required.

Librarian II

As a primary criterion for reappointment or promotion to this rank, a candidate shall have a record of successful performance as a Librarian. The nature of the candidate's responsibility is to be considered, e.g., supervisory responsibility, subject area or language specialization, instructional duties. It is expected that successful candidates will have shown the capacity to develop and extend their professional and related academic expertise.

Librarian III

To qualify for appointment or promotion to this rank, the candidate must submit evidence of continuing effective and efficient performance. This would encompass demonstrated ability to handle increased responsibilities in areas of specialization and/or in an administrative capacity. With less weighting, one or more of the following criteria should also be considered: academic achievement and activities, including additional formal professional degrees, programmes of continuing education, involvement in professional and related academic activities and participation in professional organizations, including serving on committees, the presentation of papers, organization and participation in conferences, seminars, workshops; service to the Library and the University. This rank is the normal career rank for librarians.

Librarian IV

This rank is not awarded as a recognition of long services, but rather as a recognition of distinguished service, and for high professional or related academic achievement.

Re-appointment or promotion to this rank requires evidence of a record of outstanding performance, with demonstrated initiative, leadership, and creativity. **As** well as making an outstanding contribution to the Library and to the University, the candidate must submit evidence of outstanding achievement in one or more of the following areas: professional endeavours, including significant involvement in professional organizations; additional service to the Library and/or the University community. Besides having attained a high level of professional expertise, the candidate should be considered likely to continue to fulfil a vital role in the institution.

~~13.14~~ Permanence at any of the above ranks is achieved by the fulfilment of the criteria in ~~13.14~~ - ~~13.16~~ above over an appropriate period of time, and certainly by the maximum periods in clause ~~13.16~~ in this Agreement.

~~13.16~~ Renewal of appointment, promotion, and granting of permanence is by action of the Board of Governors on the recommendation of the President who, before making such recommendation, shall consult either of the following Committees:

- (a) Renewal, Promotion and Permanence Committee for University librarian Members consisting of the following:

The Associate Librarian as Chair,

Three (3) librarian members, at least two of whom shall have permanence, elected by and from all University Library librarian members,

One (1) student elected by and from student members of Senate,

A non-voting employment equity/procedures assessor,

At least one of the voting members shall be a woman;

OR

- (b) Renewal, Promotion and Permanence Committee for Law Librarian Members composed of as follows:

The Law Librarian as Chairperson (non-voting),

One (1) Law Librarian member elected by and from Law Librarian members,

One (1) faculty member elected by and from Law faculty members,

One (1) University woman librarian member elected by Law Librarian members,

One (1) student elected by and from student members of the Law Faculty Council,

A non-voting employment equity/procedures assessor.

and the President shall also consult the following committee:

- (c) University Committee on Renewal, Promotion and Permanence for librarian members consisting of the following:

Vice-president, Academic or his/her delegate, as Chairperson;

The University Librarian,

The Law Librarian,

The Associate Librarian,

Three (3) librarian members, at least two (2) of whom shall have permanence, elected by and from University Library and Law Library members having due regard to the need for both male and female representation on the Committee,

One (1) graduate student and one (1) undergraduate student elected by and from the students on the Senate,

A non-voting employment equity/procedures assessor.

The appropriate Chairperson or his/her designate, shall call for nominations and shall then arrange for the elections to each Committee.

- 13:16 No librarian member with a limited term appointment may be reappointed to the same administrative unit within the Library at a rank lower than that held during his/her immediately preceding appointment.
- 13:17 No member of the librarian member staff, except as specified in this clause will be eligible to serve as a member of any Committee on Renewal, Promotion and Permanence for the purpose of renewal, promotion and permanence, if he/she, or a sibling, spouse, child or dependent, is a candidate for promotion and/or the granting of permanence in that year. Any member of the committee who is on a probationary contract shall absent himself/herself from the discussions of the Committee while his/her case is being considered and voted upon.
- 13:18 If the University Librarian, or Acting University Librarian, Law Librarian or Acting Law Librarian, Associate Librarian or Acting Associate Librarian, (or a sibling, spouse, child or dependent) is a candidate for renewal, promotion and/or granting of permanence, his/her case will not be considered by the relevant Committee on Renewal, Promotion and Permanence, but will be referred to the President who will appoint a special committee to report directly to the University Committee on Renewal, Promotion and Permanence for librarian members. In such cases the candidate for renewal, promotion or the award of permanence will not be eligible for membership on the University Committee on Renewal,

Promotion and Permanence for librarian members, but he/she may serve where appropriate on the relevant Renewal, Promotion and Permanence Committee for University librarian members or Law librarian members.

13:19 Procedures followed in the appropriate Senate Committee(s) on Promotion and Tenure of faculty members, as well as protections concerning renewals, promotion and granting of tenure afforded to faculty members by this Agreement, shall apply mutatis mutandis to the renewal of appointments, promotion and granting of permanence of librarian members. Where a time limit is stipulated in a procedure as outlined in the Senate By-laws or this Agreement for a promotion and tenure decision, the administration and all persons and/or bodies bound by the time limit shall take appropriate steps to ensure that the time limit is adhered to strictly. Nevertheless, where good and sufficient reasons are demonstrated, the time limits may be extended in order to accommodate such reasons. However, the body or person initiating any such extension shall give due advance notice of the extension and the reasons therefore to the body or person directly affected by the extension.

13:20 A member who opts to appear before the Promotion and Tenure Committee at either the BAU or UCRPPLM level shall have the right to be represented by the Faculty Association.

The representatives shall have the same rights and role in the proceedings as the member.

13:21 The recommendation of the President or his/her failure to make a recommendation to the Board of Governors under clause 13:15 of this Agreement shall be subject to the arbitration procedures set forth in Article 39 of this Agreement.

Recourse to arbitration shall normally be related to the following, but not limited to them in cases where the Faculty Association can demonstrate a justifiable reason for requesting Arbitration on some other ground:

- (a) involves discrimination within the meaning of Article 11 or involves a breach of Article 12 of this Agreement;
- (b) involves violation of academic freedom within the meaning of Article 10 of this Agreement;
- (c) involves a procedural irregularity or defect in the application or failure to apply the procedures set out in clauses 13:07 through 13:21 inclusive, sufficient to justify quashing the decision;

- (d) is contrary to the University Committee on Renewal, Promotion and Permanence for librarian members recommendation on the merits of the case; or
- (e) involves the unequal application of the currently prevailing norms for promotion and permanence within the University.

The decision of the arbitration board shall be final and binding on the librarian member and the parties.

III Confirmation and Renewal of Appointments and Promotion of Ancillary Academic Staff Members

13:22 The University and the Faculty Association agree with the principle that the basis for the confirmation of probationary appointments, the renewal of coaching appointments and promotion is the satisfactory performance of the individual determined on the basis of job-derived criteria, and further that such confirmation, renewal and/or promotion shall be in accordance with the goals, objects and purposes of the University.

- 13:23
- (a) The paramount consideration for such confirmation, renewal or promotion shall be the candidate's performance and service in his/her assigned position(s) taking into account, where relevant according to the terms of a member's job description, professional and related academic contributions to the University, professional and related academic achievement, and service to the campus community.
 - (b) The evaluation of candidates shall be in comparison with the normal activity and quality of performance appropriate to the candidate's position and will be based upon:
 - (i) Professional competence as demonstrated by knowledge applied within the position in an effective and efficient manner;
 - (ii) Ability to communicate and interact effectively and cooperatively with colleagues, students and others;
 - (iii) Ability to relate his/her functions effectively to the objects and purposes of the University;
 - (iv) Ability to take initiative and to be innovative in performing assigned responsibilities;
 - (v) Special skills and aptitudes which are utilized in the performance of his/her duties.

- 13:24 Before deciding upon the confirmation or renewal of appointment or promotion for ancillary academic staff members, the President shall consider recommendations made by the AAS Committee of the relevant BAU with respect to each candidate.
- 13:25 Procedures followed by the AAS Committee in arriving at recommendations under clause 13:22 shall be in accordance with the principles of natural justice and without limiting the generality of such principles, the AAS Committee, prior to arriving at a recommendation under clause 13:22, shall provide the candidate with both an adequate opportunity and all necessary information to enable the candidate to make representations to the Committee either in relation to his/her candidacy and/or in response to any information before the Committee concerning his/ her candidacy.
- 13:26 The decision of the President under clause 13:22 of this Agreement shall be communicated in writing to the candidate and shall be subject to the arbitration procedures set forth in Article 39 of this Agreement.

13:27 APPLICATION OF CRITERIA TO ANCILLARY ACADEMIC STAFF RANKS

AAS I

This rank is for those with professional experience and academic potential, but lacking full professional qualifications. To qualify for appointment or re-appointment at this rank, the candidate shall have met appropriate professional requirements, and show potential for further successful performance, and promise of future professional activity and related academic activity as may be required.

AAS II

It is at this rank that a professional career usually begins. As a primary criterion for appointment, re-appointment or promotion to this rank, a candidate shall have the appropriate professional qualifications and/or a record of successful performance as an ancillary academic staff member. The nature of the candidate's responsibility is to be considered, and it is expected that successful candidate(s) will have shown the capacity to develop and extend their professional and related academic expertise.

AAS III

To qualify for appointment, re-appointment or promotion to this rank, the candidate must submit evidence of continuing effective and efficient performance at the University or other relevant job position. Primarily this would encompass demonstrated ability to handle increased responsibilities in areas of specialization and/or in an administrative capacity. However, one or more of the following criteria should also be considered: academic achievement and activities, including additional formal professional degrees, programmes of continuing education, involvement of professional and related academic activities and participation in professional organizations, including serving on committees, the presentation of papers, organization and participation in conferences, seminars, workshops; service to the BAU and the University. This rank is the normal career rank for ancillary academic staff members.

AAS IV

This rank is not awarded as a recognition of long service, but rather as a recognition of distinguished service and for high professional or related academic achievement.

Appointment, re-appointment or promotion to this rank requires evidence of a record of outstanding performance, with demonstrated initiative, leadership, and creativity at the university or other relevant job position. As well as making an outstanding contribution to the BAU and to the University, the candidate must submit evidence of outstanding achievement in one or more of the following areas: professional endeavours, including significant involvement in professional organizations; additional service to the BAU and/or the University community. Besides having attained a high level of professional achievement, the candidate should be considered likely to continue to fulfill a vital role in the institution.

ARTICLE 14 DISTRIBUTED TEACHING RESPONSIBILITIES, TRANSITIONAL APPOINTMENTS, RETRAINING LEAVES, REDEPLOYMENT, REDUCED RESPONSIBILITY, VOLUNTARY CONTRACT TERMINATION AND EARLY PARTIAL RETIREMENT

Distributed Teaching Responsibilities

- 14:01 Each teaching member of the bargaining unit shall hold his/her appointment in one principal BAU. Such member shall enjoy all rights and privileges and shall retain specific responsibilities within his/her principal BAU. Normally at least half a member's teaching load will be in the principal BAU.

- 14:02 The parties realize that benefits can be achieved through distributed teaching, that is to say, teaching outside of the principal BAU. Distributed teaching shall require this Agreement of the member.
- 14:03 A faculty member may apply for, or may be requested by his/her Dean to undertake, distributed teaching for one (1) specific course for a series of years and/or two (2) specific courses for up to three (3) teaching years in BAUs other than the principal BAU. In that event, the procedures for appointment to a secondary BAU need not be applied. However, distributed teaching shall require this Agreement of the member, the Dean, and the BAU Heads affected by the assignment. Where two (2) specific courses are to be taught in another BAU, the BAU Heads affected shall obtain approval of their respective BAU Councils. Should the distributed teaching be in a programme not administered by a BAU, agreement of the chair of the programme committee is required as well.
- 14:04 For any distributed teaching arrangement not set forth in clause 14:03, the member shall be appointed to other BAU(s) in accordance with Senate bylaws for appointment to secondary BAUs.
- 14:05 The member is entitled to have all contributions, whether they occur in the principal BAU or elsewhere, appropriately recognized in all evaluative procedures. A member shall not be disadvantaged in his/her principal BAU because of distributed teaching responsibilities.
- 14:06 The member shall have the right of appeal to the University Review Committee on Faculty Workloads under clause 5:16 of this Agreement, and shall have recourse to the normal grievance and arbitration procedures under clause 5:24 of this Agreement.

Transitional Appointments

- 14:07 The parties recognize that certain individual members may wish to pursue a second career opportunity, and the University may have staffing needs in areas where such opportunities are available. One method of accommodating such interests may involve transitional appointments. It is agreed that such transitional appointments shall be made in a collegial and non-discriminatory manner, and both parties recognize that such appointments shall be voluntary.
- 14:08 It is understood that a transitional appointment involves the teaching of one-half or more of the member's teaching load in a host BAU for a term of not more than five (5) years.

- 14:09** A member having a regular appointment with tenure may apply to his/her Dean for a transitional appointment. The home Dean shall consider the application with the appropriate Dean/Heads in the light of the operational needs of the BAUs, and the host Dean shall forward the application with his/her recommendation to the Vice-president, Academic. A copy of the application shall be sent to the President of the Faculty Association. The Vice-president, Academic shall refer the application to the host BAU and no application shall be processed further until the application has been approved by the host BAU in accordance with clause **14:14**. The Vice-president, Academic shall inform the member in writing of the final decision concerning his/her application for transitional appointment within sixty (60) days of the submission of the member's application to the Vice-president, Academic and, if affirmative, the specific rights and responsibilities (including a schedule setting out the dates on which he/she shall assume duties in the host BAU, and the provisions for retraining, if any) assigned to the member in the home and/or the host BAU(s). No member shall be required to accept a transitional appointment, but once a transitional appointment has been approved, a member shall have thirty (30) days from receipt of the written decision to either accept or reject the terms of the transitional appointment. A transitional appointment shall normally begin on any July 1 or January 1 and end on any June 30 or December 31. The limitation periods may be extended by mutual agreement of the Vice-president, Academic and the member involved.
- 14:10** A member on a transitional appointment shall continue to have the same status, seniority, and other rights, privileges and benefits as if he/she held a regular continuing appointment, including the Normal Salary and benefits and other matters affecting the status of members.
- 14:11** The member is entitled to have all contributions in both the host and the home BAU (if applicable) appropriately recognized in all evaluative processes.
- 14:12** The member or the University may terminate the member's transitional appointment to a host BAU at any time up to one hundred and eighty (**180**) days prior to the end of the term of the transitional appointment by written notice to the other party. Such termination is to be effective on any June 30 or December 31 during the five (5) year term following notice of termination. If the member's appointment to the host BAU is terminated in accordance with this clause **14:12** or otherwise by agreement between the member and the University at or before the end of five (5) years, the member shall return as of right to his/her home BAU and shall be treated except as set out in clause **14:11** for all purposes as if he/she held a regular continuing appointment in the home BAU.
- 14:13** If the member's appointment to a host BAU is continued beyond the five (5) year term, the member's appointment to the home BAU shall terminate at the end of the said five (5) year term.

- 14:14 No faculty member shall be appointed to a host BAU in contravention of Senate Procedures governing appointments as set out in Senate By-Law 20.

Retraining Leaves

- 14:15 The parties recognize that certain individual members may wish to upgrade their professional qualifications or pursue a second career opportunity. One method of accommodating such interests may involve retraining leave. It is agreed that such retraining leaves shall be granted in a collegial and nondiscriminatory manner, and both parties recognize that such leaves shall be voluntary.
- 14:16 A retraining leave shall be granted for the purpose of upgrading a member's professional qualifications with a view to enhancing the member's potential to contribute to the continuance and excellence of the programme(s) in his/her present BAU.
- 14:17 A member holding a regular appointment with tenure may apply to his/her Dean for a retraining leave. Where the retraining leave is for the purpose of upgrading, the Dean shall consider the application with the appropriate BAU Head in the light of the operational needs of the BAU and shall forward his/her recommendation to the Vice-president, Academic. The University may also invite the member to apply for a retraining leave in accordance with the provisions of this clause. A copy of the application shall be sent to the President of the Faculty Association.
- 14:18 The Vice-president, Academic shall inform the member in writing of the final decision concerning his/her application for retraining leave within sixty (60) days of submission of the member's application, and, if an affirmative decision is made, the specific rights and responsibilities and scheduling thereof to be assigned to the member. In addition, the Vice-president, Academic shall inform the member of the level of reimbursement by the University of expenses incurred by the member for tuition, books and supplies, and travel as appropriate.
- 14:19 No member shall be required to accept a retraining leave, but once a retraining leave has been approved, a member shall have thirty (30) days from receipt of the written decision to either accept or reject the terms of the retraining leave. A retraining leave shall normally begin on any July 1 or January 1 and end on any June 30 or December 31.

62 1/2

- 14:20** A member on retraining leave shall continue to have the same status, seniority and other rights, privileges and benefits as if he/she held a regular continuing appointment except for salary. The salary remuneration paid to a member on retraining leave shall normally be equivalent to seventy-five percent **(75%)** of the member's Nominal Salary. In exceptional circumstances, the Board of Governors may at its discretion grant retraining leave to up to three **(3)** members per academic year at one hundred percent **(100%)** of the member's Nominal Salary. During his/her retraining leave, a retrainee shall be deemed to continue to be in the employ of the University and shall continue while on retraining leave to be entitled to all benefits provided to other members. Time spent on retraining leave shall be included and credited as periods of University service in all matters including questions pertaining to promotion, retirement and seniority. Premiums for Ontario Health Insurance Plan coverage, Green Shield Supplemental Hospitalization and Extended Health Benefit Plans, Long Term Disability Insurance Plan coverage, the University Group Life Insurance and Accidental Death and Dismemberment Plans and all other University fringe benefit Plans shall continue during retraining leave(s) without interruption and on the same basis as during normal employment. Payments into the University Retirement Plan shall be calculated on the basis of the retrainee's Nominal Salary or his/her retraining salary allowance at the option of the retrainee. It is clearly understood that any rights to levels of participation or participation in the Plans outlined in this Article are conditional upon the Plans **so** permitting.
- 14:21** The time spent on retraining leave shall not be counted or credited toward qualifying time for sabbatical leave purposes. It is agreed and understood that years of entitlement service toward sabbatical leave accumulated shall be taken into consideration by the parties in determining future eligibility for sabbatical leave(s). However, those members who are granted a retraining leave at one hundred percent (100%) of their Nominal Salary, as set out in clause **14:20** of this Article, shall not forfeit any years of entitlement service toward sabbatical leave.
- 14:22** The member shall transmit to the Vice-president, Academic or such person as the Vice-president, Academic may nominate, reports of the studies he/she is pursuing at such intervals as the Vice-president, Academic shall specify at the same time as the notification of the University's final decision as set out in clause **14:18** of this Article.
- 14:23** The member ~~is~~ entitled to have all contributions made during the period of retraining leave appropriately recognized in all evaluative processes.
- 14:24** No member may apply for both retraining leave and sabbatical leave in the same academic year.

Redeployment

- 14:25 The parties recognize that changes in enrolment levels and patterns, and in priorities among programmes and/or courses, influence the use and allocation of the human and financial resources of the University. Consequently, the parties recognize that it may be necessary to facilitate such adjustments through the retraining for redeployment, and/or redeployment within the University of members of the full-time faculty and full-time librarian members. No member's contract of employment shall be terminated and no members shall be laid off except as provided by Articles 15 or 16. The Faculty Association has the right to represent a member through all stages of the redeployment process.
- 14:26 A proposal for redeployment of a member may be initiated by the University by giving the proposal to the member affected, or by a member by giving the proposal to the University. In the event the University makes a proposal for redeployment, the member shall have thirty (30) days in which to respond, after which the Vice-president, Academic shall, within a further sixty (60) days of receipt of the response notify the member concerned of the University's final decision and, where appropriate of terms and conditions of the member's redeployment. In the event that a member makes a proposal for redeployment, the University shall have sixty (60) days in which to notify the member concerned of the University's final decision and, where appropriate, of terms and conditions of the member's redeployment.
- 14:27 If a retraining programme is required for redeployment, the terms and conditions of this programme shall be set by mutual agreement. The Vice-president, Academic shall inform the member in writing of the final decision concerning his/her application for the retraining programme within sixty (60) days of submission of the member's application, and, if an affirmative decision is made, the specific rights and responsibilities and scheduling thereof to be assigned to the member. In addition, the Vice-President, Academic shall inform the member of the level of reimbursement by the University of expenses incurred by the member for tuition, books and supplies, and travel as appropriate.
- 14:28 In the case of a retraining programme for the purpose of partial redeployment, the home Dean shall consider the application with the appropriate Department Head(s) in the light of the operational needs of the BAUs and forward his/her recommendation to the host Dean who shall forward the application with his/her recommendation to the Vice-president, Academic.
- In the case of a retraining programme for the purpose of full redeployment the home Dean shall be informed and the host Dean shall, after consultation with the appropriate BAU Head(s), forward the application with his/her recommendation to the Vice-President, Academic.

A proposal shall be in writing and shall include a statement of the terms thereof considered agreeable by the University in the case of a proposal initiated by it, or by the member in the case of a proposal initiated by him/her. The proposal must be reasonable, taking into account, among other things, the member's field of expertise and the requirements of a particular receiving BAU.

14:29 A proposal/programme for retraining for redeployment may involve among others the following:

- (a) part-time courses within the University;
- (b) unpaid leave of absence to develop an expertise in a particular field;
- (c) part-time teaching and part-time study within the University with full salary and benefits;
- (d) part-time teaching within the University and part-time study outside the University with full salary, benefits and tuition;
- (e) partial leave to study within the University with full salary and benefits (full-time for part of a year, e.g., a term);
- 25B/1 **(9)** partial leave to study outside the University at full salary and tuition (full-time for part of a year, e.g., a term);
- (g) use of a sabbatical leave for retraining purposes (with or without supplement in salary and tuition);
- (h) early granting of sabbatical leave for redeployment;
- (i) study leave at partial salary;
- 62A/1 **(j)** study leave at full salary, failing other viable alternatives.

14:30 A proposal for redeployment may involve an appointment to another BAU or a cross appointment to other BAUs. The redeployment proposal must be reasonable and take into account, among other things, the member's field of expertise and the requirements of the BAU receiving the member, the preference of the member and the priorities of the University.

14:31 A proposal for redeployment outside the bargaining unit shall not be implemented without the consent of the member. Where a member is redeployed outside the bargaining unit, he/she shall retain the rights of a member under this Article for a three (3) year period. In the event that any

position outside the bargaining unit to which the member is redeployed is eliminated and the member is not further redeployed in accordance with this Article, the member may return to the bargaining unit with status no less than that held at the time of redeployment out of the bargaining unit and with a salary no less than that being received in the position outside the bargaining unit which has been eliminated. Nothing in this clause affects an assignment of duties not normally performed by members of the bargaining unit, and where acceptable to both parties, the University recognizes the member shall continue to be a member of the bargaining unit for all purposes.

- 14:32 No faculty member shall be appointed to a host BAU in contravention of Senate procedures governing appointment as set out in Senate Bylaw 20.
- 14:33 A member receiving notice that the University intends to implement a proposal for redeployment may grieve under Article 39 at step 3 on the grounds that the proposal for that member is either unreasonable and/or unnecessary.
- 14:34 A faculty member receiving any benefits hereunder should return to service with the University for a period of at least one (1) year (unless causes beyond his/her control prevent this), except as the University waives such obligation.
- 14:35 The provisions of this Article shall not exclude the making of any other arrangements for upgrading and redeployment which do not involve a leave period. It is agreed and understood that such arrangements must be mutually agreed upon and shall not involve a reduction in the member's annual salary. The University shall give the Association reasonable notice of any proposal, including the terms thereof and the timetable for implementation.
- 14:36 In the event of the dissolution of a BAU or of a programme(s) within a BAU in accordance with a Senate Bylaw, a member with tenure may apply for a retraining programme and the University shall, having regard to the member's potential to contribute to the excellence and continuance of the programme(s) of a host BAU, not unreasonably deny a request for such programme.

Reduced Responsibility

- 14:37 Reduced responsibility is a reduction in the normal overall workload of a faculty member agreed upon between the University and the member. It does not include a reduction in some components of a faculty member's workload based upon an increase in other components where the member's overall workload remains a normal one.

- 14:38** A faculty member having a regular appointment with tenure may apply to the Dean for reduced responsibility. The member shall discuss the application with the BAU Head prior to making same and shall normally make written application not less than one hundred and eighty (180) days prior to the commencement of the period of reduced responsibility.
- 14:39** The Dean shall consider the application with the BAU Head in the light of the operational needs of the BAU and the Dean shall forward the application with his/her recommendation to the Vice-president, Academic. A copy of the application shall be sent to the President of the Faculty Association. The Vice-President, Academic shall inform the member in writing of the final decision concerning his/her application for reduced responsibility within sixty (60) days of the submission of the member's application.
- 14:40** Reduced responsibility shall normally constitute a proportional reduction in each of the components of the faculty member's normal workload for the three (3) previous years, except where the member and the University agree to a variation. It may constitute a reduction throughout the academic year or a release from all workload for a portion of the academic year or any combination thereof. It shall normally not involve a reduction of more than two-thirds ($\frac{2}{3}$) of normal workload or a release from all workload for more than two-thirds ($\frac{2}{3}$) of the academic year. It shall normally continue for a specific period of time and shall normally begin on any July 1 or January 1 and end on any June 30 or December 31.
- 14:41** The terms of reduced responsibility are subject to agreement between the member and the University and shall be set out in writing signed by the member and the Vice-president, Academic, with a copy to the President of the Faculty Association. No member shall be required to accept reduced responsibility, but once a period of reduced responsibility has been approved a member shall have thirty (30) days from the date of receipt of written approval to either accept or reject the terms of reduced responsibility.
- 14:42** The member's actual workload with reduced responsibility shall be calculated as a percentage of the member's normal overall workload and such percentage constitutes the member's actual responsibility factor.
- 14:43** Except where otherwise provided, reduced responsibility does not affect a member's status as a member having a regular appointment with tenure; nor does it affect his/her membership in the bargaining unit. It is agreed and understood, however, that the requirement of the number of courses taught for purposes of bargaining unit membership as set out in the original certificate of certification of the bargaining unit (December 6, 1977) shall not be affected by the precedent or existence of any reduced responsibility agreement in respect of the number of courses taught by a member on reduced responsibility.

- 14:44** Each member shall have a Nominal Salary as defined in Article 1. Said Nominal Salary shall be that which would be in effect if the member were continuing on full-time status.
- 14:45** Each member on reduced-time status shall receive an actual salary prorated from the Nominal Salary proportionate to the member's actual responsibility factor.
- 14:46** For members on reduced-time status the calculation of years of qualifying service for sabbatical leave and for seniority in respect of lay-off during the period of reduced responsibility shall be the said period multiplied by the member's actual responsibility factor.
- 14:47** A member on reduced time status shall be entitled to one month's vacation during the contract year and his/her vacation salary shall be at the monthly rate of the average salary paid during the non-vacation period of the said contract year, and the member shall be eligible for travel support and eligible for free tuition in accordance with the provisions of Article G as if he/she had continued on full-time status.
- 14:48** A member on a reduced-time status shall be entitled to all facilities and support services as specified in Articles 8 and 44.
- 14:49** Except as provided for in clause 14:50 below a member with reduced responsibility shall continue to participate in all of the University's fringe benefit Plans (including the University Retirement Plan) for members from time to time in force if and so long as such plans permit. Where such plans permit, the member shall have the option of participating on the basis of his/her Nominal Salary or his/her actual salary. If the member elects to participate on the basis of his/her Nominal Salary, the member shall pay the difference in cost to the University between coverage based on his/her Nominal Salary and coverage based on his/her actual salary, in addition to his/her own normal contribution, if any. Exceptions shall be on an individual basis.
- 14:50** A member who is within five (5) years of normal retirement and who is on reduced responsibility shall continue to participate in all of the University's fringe benefit Plans (including the University Retirement Plan) for members from time to time in force if and so long as such plans permit. Where such plans permit, the member shall have the option of participating on the basis of his/her Nominal Salary or his/her actual salary. If the member elects to participate on the basis of his/her Nominal Salary the University's contribution shall be based on his/her Nominal Salary.

- 14:51 A member with reduced responsibility has the right to resume his/her normal workload, prior to the end of an agreed period of time of reduced responsibility or in the case of reduced responsibility of indefinite period of time, at any time prior to retirement. Any such resumption of normal overall workload shall normally be effective on a July 1 or a January 1 and the application shall be made at least six (6) months prior to the date on which it is intended to be effective.
- 14:52 The Association has the right to represent a member who has applied for reduced responsibility in all discussions concerning the terms of any agreement or arrangement.

Voluntary Contract Termination

- 14:53 The parties recognize that certain individuals may wish to terminate their employment with the University prior to the time of normal retirement. One method of accommodating such a termination of employment may involve voluntary contract termination. It is agreed that termination of employment shall be effected in a collegial and non-discriminatory manner and both parties recognize that such termination shall be voluntary. The Association has the right to represent a member who has applied for voluntary contract termination in all discussions concerning the terms of any agreement or arrangement.
- 14:54 A member holding a regular appointment with tenure may apply to his/her Dean for voluntary contract termination. The member shall discuss the application with the BAU Head prior to making same and shall normally make written application not less than one hundred and eighty (180) days prior to the commencement of termination.
- 14:55 The Dean shall consider the application with the BAU Head in the light of the operational needs of the BAU and the Dean shall forward the application with his/her recommendation to the Vice-president, Academic. A copy of the application shall be sent to the President of the Faculty Association. The Vice-President, Academic shall inform the member in writing of the final decision concerning his/her application for voluntary contract termination within sixty (60) days of the submission of the member's application.
- 14:56 Voluntary contract termination shall be understood to involve a voluntary separation from the employ of the University upon payment of a consideration by the University either as a lump sum or as per a mutually agreed instalment schedule.
- 14:57 Should payment be made on an instalment schedule, such payment shall be subject to all deductions which the University is required to make by law.

- 14:58 In the event that the member should die prior to the completion of the payment schedule, the balance of the instalments shall be paid to the Estate of the deceased member on the same terms and conditions as originally set out, unless the parties mutually agree to a revised instalment schedule.
- 14:59 The severance allowance paid to a member under this Article will vary from case to case. The severance allowance paid shall be calculated on the basis of the member's Normal Salary for the member's final year of employment. No member shall be paid less than six (6) months of salary if he/she initiated voluntary contract termination or twelve (12) months of salary if the University initiated voluntary contract termination. Years of service and accumulated years of sabbatical entitlement shall be taken into account in the determination of the severance allowance.
- 14:60 The disposition of the member's and the University's contribution to pension shall be at the discretion of the member, subject to the provisions of the University Retirement Plan, the Income Tax Act, and all Provincial and Federal regulations governing pension plans.
- 14:61 Copies of the signed Release Form, Schedule of Instalment Payments, and the Resignation Form relating to voluntary contract termination, as set forth in Letter of Understanding IV- Voluntary Contract Termination, shall be forwarded to the President of the Faculty Association as soon as reasonably possible upon agreement by the parties to the terms of the voluntary contract termination.
- 14:62 The provisions of this Article shall apply where applicable mutatis mutandis to librarian members.

Early Partial Retirement

- 14:63 Early Partial Retirement (E.P.R.) is a permanent reduction in workload of a faculty member as specified in clause 14:65 and agreed upon between the University and the member. It does not include Reduced Responsibility.
- 14:64 A faculty member having a regular appointment with tenure (having ten (10) years of service and aged fifty-five (55) or over) may apply to the Dean for E.P.R. The member shall discuss the application with the BAU Head prior to making same **and** shall normally make written application not less than one hundred and eighty (180) days prior to the proposed commencement of E.P.R.
- 14:65 The Dean shall consider the application with the BAU Head in the light of the operational needs of the BAU and the Dean shall forward the application with his/her recommendation to the Vice-president, Academic. A copy of the

application shall be sent to the President of the Faculty Association. The Vice-President, Academic shall inform the member in writing of the final decision concerning his/her application for E.P.R. within sixty (60) days of the submission of the member's application.

- 14:66 The workload of members on E.P.R. shall be composed primarily of teaching/appropriate library duties. On this basis, a normal teaching load and associated committee work in two (2) terms with the third (3rd) term free of University responsibilities shall satisfy the workload requirements. Where appropriate, some adjustments of teaching duties to allow for ongoing research activity may be made on an individual basis.
- 14:67 The terms of E.P.R. are subject to agreement between the member and the University and shall be set out in writing signed by the member and the Vice-President, Academic, with a copy to the President of the Faculty Association. No member shall be forced to accept E.P.R., but once E.P.R. has been approved a member shall have thirty (30) days from the date of receipt of written approval to either accept or reject the terms of E.P.R.
- 14:68 Except where otherwise provided, E.P.R. does not affect a member's status as a full-time regular faculty member with tenure; nor does it affect his/her membership in the bargaining unit.
- 14:69 Each member on E.P.R. shall receive the equivalent of sixty-six and two-thirds percent (66-2/3%) of her/his Nominal Salary as defined in Article 1. Such payment shall include Employment Standards Act (E.S.A.) vacation entitlement.
- 14:70 For members on E.P.R. the calculation of years of qualifying service for sabbatical leave and for seniority in respect of lay-off during the E.P.R. period shall be the said period multiplied by two-thirds (2/3).
- 14:71 The member shall be eligible for travel support and eligible for free tuition in accordance with the provisions of Article G as if he/she had regular full-time faculty status.
- 14:72 A member on E.P.R. status shall be entitled to all facilities and support services as specified in Articles 8 and 44.
- 14:73 A member on E.P.R. shall continue to participate in all of the University's fringe benefit plans (including the University Retirement Plan) for members from time to time in force if and so long as such plans permit. Where such plans permit, the member shall have the option of participating on the basis of his/her nominal

salary or his/her actual salary. If the member elects to participate on the basis of his/her nominal salary the University's contribution shall be based on his/her nominal salary. These provisions regarding E.P.R. are subject to necessary amendments being made to the Retirement Plan and being approved by Revenue Canada and the Pension Commission of Ontario.

ARTICLE 15

FINANCIAL EXIGENCY

- 15:01** Prior to a declaration by the Board of Governors of a state of financial exigency requiring a reduction in the University budget for the salaries and benefits of members, or termination or lay-off of members, the President shall consult the Joint Consultative Committee and shall report to the Board of Governors, the Senate and the Association that in his/her opinion the financial condition of the University is sufficiently grave to endanger the continued functioning of the academic units of the University.
- ~~15:02~~** Except for replacements, no new personnel shall be appointed or hired from the date of the Report of the President under clause 15:01 until the conclusion of the procedures envisaged by this Article ~~15~~ save in exceptional circumstances where one (1) administrative appointment is required in the circumstances of the financial exigency or with the approval of the Faculty Association Executive.
- 15:03** Within fifteen (15) days of the President's report referred to in clause 15:01 a Commission shall be constituted to determine whether and to what extent the University's financial condition constitutes a financial exigency, i.e., a genuine financial crisis involving a deficit for at least one fiscal year which is projected by generally accepted accounting principles to continue, and constituting a problem sufficiently grave that the University's continued functioning would be endangered unless the budgetary allocation for salaries and benefits of members is reduced.
- 15:04** The Commission shall be composed of three (3) members and shall not include any person who has had any interest in the matters coming before the Commission 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. One (1) member shall be nominated by the Board of Governors and one (1) member shall be nominated by the Association Council. Each of the parties shall notify the other of its nominee within ten (10) days of the President's Report. If either party fails to appoint a nominee, the appointment shall be made by the senior County Court Judge, Essex County, upon the request of either party. The two (2) members so nominated shall, within five (5) days of the appointment of the second of them, appoint a Chairperson. Failing this

Agreement of the nominees upon a Chairperson, the parties shall ask Gordon Simmons to act as Chairperson or, if he is unable to act, to appoint a Chairperson. The Commission shall meet within fifteen (15) days of its establishment and shall report its findings to the Board of Governors with a copy to the Association within forty-five (45) days of its first meeting. The Commission shall establish its own rules of procedure and shall have power to call for financial and other data or information it deems relevant and for submissions from any individuals or groups of individuals. In any event, the Board of Governors and Association shall have reasonable opportunity to make representations to the Commission. The onus shall be on the Board of Governors to establish the bona fides of the financial exigency. The Commission shall consider whether all reasonable steps have been taken to:

- (a) reduce expenditures including salaries and/or benefits in other areas,
- (b) increase revenues to the University including assistance from government and funding agencies, and
- (c) utilize interim deficit financing;

and it may consider any other matters it deems relevant.

- 15:05 The report of the Commission shall include the amount of reduction required, if any, in the budgetary allocation for salaries and benefits of members to meet the financial exigency.
- 15:06 After its consideration of the report of the Commission, the Board of Governors 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 effected which shall not exceed the amount of the reduction determined by the Commission.
- 15:07 In the event that the Board of Governors makes a declaration of a state of financial exigency, it shall transmit forthwith copies of the declaration to the President, the Senate and the Association. Within fifteen (15) days of the Board's transmittal of its declaration to the Association the parties shall meet and shall endeavour to conclude within a further thirty (30) days amendments to this Agreement to effect the reduction in the budgetary allocation for salaries and/or benefits of members as indicated in the Board's declaration.
- 15:08 Whenever the Board of Governors and Association are unable to agree within the said thirty (30) days or where the reductions agreed upon are less than the amount indicated in the Board's declaration, the parties agree to establish a Task Force forthwith to identify the areas within the University in which terminations and/or lay-offs are to take place and to identify individual members to be terminated and/or laid-off in accordance with the lay-off procedures and criteria set forth in Article 16 of this Agreement.

15:09 The Task Force shall be composed of ~~two~~ (2) members appointed by the Board of Governors and two (2) members appointed by the Association, and a Chairperson to be chosen from the following:

1. Brian Bruce
2. Bruce Outhouse
3. Dan Soberman

Each of the foregoing persons shall serve as Chairperson of the Task Force in the order listed. If he/she is not available within a reasonable period of time, but in any event not to exceed twenty-one (21) days, the next person in order shall be selected and ~~so~~ on until one (1) of the persons is available. By mutual consent, however, any one may be selected out of turn. If none of the persons is available within a reasonable time, but in any event not to exceed twenty-one (21) days, another person may be selected to serve as Chairperson by mutual consent. If such selection has not been made within fourteen (14) days, the parties shall ask Mr. Justice T. Zuber to appoint a Chairperson. The Task Force shall meet within fifteen (15) days of its establishment and shall report its findings to the Board of Governors with a copy to the Association within forty-five (45) days of its first meeting.

15:10 The decision of a simple majority of the Task Force ~~is~~ the decision of the Task Force, but if there ~~is~~ no majority the decision of the Chairperson governs.

15:11 The decision of the Task Force shall be final and binding on the parties. However, an individual member or a group of members laid off or terminated shall have recourse to the grievance and arbitration procedures of this Agreement on the grounds of unjust treatment in the application of the criteria as set out in Article 16 of this Agreement, or of a procedural irregularity or defect in the application of, or failure to apply, the procedures set out in this Article 15 sufficient to justify quashing the decision.

15:12 The Board of Governors shall not terminate any contract of a member or lay-off a member for financial reasons except in accordance with this Article 15.

ARTICLE 16 **LAY-OFF. NOTICE. AND RECALL RIGHTS**
AND COMPENSATION AND BENEFITS

31/A

16:01 The Board of Governors shall give to each member holding a full-time appointment who is laid-off, except a probationary member who is laid-off during his/her first year of full-time appointment:

See over

28/264

(a) twelve (12) months' notice or twelve (12) months' salary in lieu of notice or a combination of notice and salary equal to twelve (12) months, and

30/1

22/43

(b) one (1) month's salary for each year's service to the University following full-time appointment up to a maximum of twelve (12) months' salary.

33/52

The financial settlement pursuant to clause 16:01 (b) shall be paid automatically up to a maximum of six (6) months' salary in instalments of one (1) month's salary per month following the date of lay-off. The monthly salary shall be computed on the basis of the member's monthly salary during his/her final year of employment. If the member ~~so~~ chooses, the first six (6) months' salary shall be paid in a lump sum. Members entitled to more than six (6) months' salary by virtue of their years of service shall receive the additional instalments to which they are entitled beginning in the seventh (7th) month, only if they have not obtained alternative full-time employment.

16:02 The order of lay-off of members shall be as follows:

- (a) probationary members,
- (b) sessional lecturers,
- (c) members with tenure or permanence.

16:03 The principal criteria in the lay-off of members shall be:

27/c

- (a) in the case of probationary members, seniority as determined from the date of full-time appointment at the University and, in the case of members with tenure or permanence, seniority as determined from the date of tenure or permanence at the University; and
- (b) the possession of qualifications suitable for the continuing function of the Faculty, School, Department or Library; quality of performance in teaching and research or scholarly activity where applicable; contributions to the Faculty, School, Department or Library and the University; and, where required to distinguish between two otherwise comparable individuals, contributions to the wider community.

Those members who are at least forty (40) years of age, have tenure or permanence and have a minimum of five (5) years' seniority, and in respect of whom the sum of years of seniority or permanence from the date of tenure or permanence plus age equals at least fifty (50), shall be exempt from lay-off until all other lay-off alternatives in clause 16:02 and this clause 16:03 have been exhausted.

16:04 Sessional instructors and visiting professors shall not have their contracts renewed or shall be laid-off before probationary members, sessional lecturers and tenured members except where sessional(s) and visiting professors possess qualifications suitable for the continuing function of the Faculty, School, Department or Library and the maintenance of the quality of the teaching and scholarly activity of such Faculty, School, Department or Library.

16:05 A laid-off member eligible for free tuition at the time of lay-off shall continue to be entitled to free tuition until termination of laid-off status shall occur; the spouse and/or dependent child(ren) of a laid-off member eligible for free tuition at the time of lay-off of the member shall continue to be entitled to free tuition until termination of laid-off status of the member shall occur or he/she shall obtain alternate employment, whichever occurs earlier.

16:06 If and so long as such plans permit, a laid-off member shall be entitled at University expense to the University's Group Life Insurance coverage for members and at his/her sole expense to participate in any or all other of the University's fringe benefit Plans (including University Retirement Plan) for members from time to time in force until termination of laid-off status occurs or he/she obtains alternate employment, whichever is earlier. In addition a laid-off member shall be entitled to retain any University loan until termination of laid-off status occurs or he/she obtains alternate employment, whichever is earlier.

16:07 For the lay-off period during which the member is eligible for recall, he/she shall continue to have full access to Library facilities on the same basis as on-site members of the member's Department/Faculty and the Libraries. In addition, Departments/Faculties/the Libraries shall endeavour to maintain a full range of collegial contacts with laid-off members, and to provide them with full access to computer and laboratory facilities (recognizing, however, the priorities of on-site members) so that laid-off members may maintain their professional skills; and laid-off members shall endeavour to make use of same in order to keep up with on-going work in their fields. A member returning after three (3) years or more of lay-off may be required to affirm that such expertise has been maintained, and to submit documentation in support thereof.

16:08 Laid-off members shall be recalled in reverse order of lay-off set forth in clause 16:02 but subject to the principal criteria set forth in clause 16:03 and recall rights shall be limited as follows:

27/0

29/48

(a) Each member with tenure or permanence at the time of his/her lay-off for a period of four (4) years from the date of his/her lay-off.

(b) Each member without tenure or permanence at the time of his/her lay-off,

- (i) if his/her seniority is at least three (3) years as determined from the date of full-time appointment at the University, for a period of two (2) years from the date of his/her lay-off; and
 - (ii) if his/her seniority is less than three (3) years as determined from the date of full-time appointment at the University, for a period of one (1) year from the date of his/her lay-off.
- (c) No new appointment shall be made to any position in the bargaining unit which one or more members having recall rights is/are qualified to fill until every member so qualified and having recall rights has been offered a recall. Any member on lay-off who claims to be qualified to fill a position in a Faculty, School, Department, or Library, other than a Faculty, School, Department or Library from which he/she was laid-off, shall provide such evidence of these qualifications as is normally required of applicants for new appointments to the position in question.

16:09 Subject to clause 16:08, a laid-off member shall be considered for each and every available position in his/her field until termination of laid-off status shall occur.

16:10 Termination of laid-off status shall occur:

- (a) in the case of a member with tenure or permanence, six (6) years following the date of lay-off if the member is not recalled, and in the case of a member without tenure or permanence at the end of a period equal to his/her seniority as determined from the date of full-time appointment at the University, but in any event not less than one (1) year;
- (b) when the member is recalled:
- (c) when the member indicates in writing to the University that he/she no longer wishes to retain his/her recall rights or when the member does not accept a recall.

16:11 A notice of lay-off or recall shall be sent by Canada Post registered mail with receipted delivery to each member entitled to be recalled at his/her last known address. It shall be the responsibility of the member who has been laid-off to keep the University informed as to his/her current address.

16:12 Each member entitled to be recalled under clause 16:08 shall be given two (2) months from the date of receipt of notice under clause 16:11 to decide whether he/she will accept recall and shall be entitled to a further reasonable period of

time to fulfil other employment commitments prior to returning to the University.

- 16:13 A recalled member shall return to the seniority, tenure, continuing appointment status and rank from which he/she was laid-off. Years of service toward consideration for tenure/continuing appointment and toward sabbatical leave shall be as at the time of lay-off. The salary shall be the salary at time of his/her lay-off adjusted by the across-the-board adjustments during the period of lay-off or at some mutually agreed upon higher salary.
- 16:14 Prior to the implementation of lay-off or recall, written notification shall be given to the member(s) involved and the Association who shall have recourse to the grievance and arbitration procedures of this Agreement on the grounds of unjust treatment in the application of clauses 16:02, 16:03 and 16:08.

ARTICLE 17

SABBATICAL LEAVES

- 17:01 A sabbatical leave is a period during which a member is relieved of normal teaching and administrative duties in order to pursue a programme of independent study and research. Sabbatical leave has two **(2)** immediate purposes: to allow members to improve themselves academically or professionally; and to allow members to engage in research activities. These immediate purposes serve the further objectives of improved teaching, excellence in scholarly and artistic publications, and more useful University service.
- 17:02 The University shall continue its sabbatical leave policy to provide faculty members with an opportunity for intellectual renewal, the maintenance and advancement of their academic and professional competence, the furtherance of their research and scholarly activities and as coincidental to the foregoing the establishment and/or strengthening of personal contacts with the world wide community of scholars.
- 17:03 A sabbatical leave shall be for a period of:
- (a) six (6) months commencing either on the 1st day of July or the 1st day of January, or
 - (b) for a period of twelve (12) months commencing on the 1st day of July, or
 - (c) such other period as may be mutually agreed upon.

In the two academic years in which a member takes six (6) month sabbaticals, the total number of courses taught by the member in those two academic years shall not exceed the total number of courses he/she would teach in a normal teaching year.

17:04 Eligibility for sabbatical leave is subject to the following conditions precedent:

- (a) The applicant shall have accumulated during continuing appointment by the first day he/she plans to take sabbatical leave for a sabbatical of six (6) or twelve **(12)** months, a period of at least six (6) years of service.
- (b) Tenured faculty only with at least three (3) years of continuous service may apply for a sabbatical of six (6) months.
- (c) Applies mutatis mutandis to librarian members with permanence.
- (d) Service shall not include the period of leave under clauses 18:05(a) and 18:05(b) and Article 20 of this Agreement, but may include the period of long term disability. Prior service at this University or service at another University may be considered only if recognition of such service is stated in the letter of appointment. A faculty member who has had a sabbatical leave is eligible for further sabbatical leave(s) following successive periods of service.
- (e) The applicant shall have submitted with his/her application a detailed written statement of his/her plan of proposed study, research or other planned activity during the period of the leave to the Dean or his/her designate which should:
 - (i) specify the plan to be followed which is clearly within the applicant's demonstrated area of competence and which should have a clear focus and be attainable within the sabbatical period;
 - (ii) outline clearly and distinctly what the applicant hopes to achieve during the sabbatical period;
 - (iii) provide a timetable;
 - (iv) state the potential for sabbatical work including benefits that may accrue and anticipated significance;
 - (v) provide or indicate by written documentation that a sincere attempt has been made to obtain evidence that the applicant will be able to visit or work at any institution outside the University where he/she proposes to visit or work.

- (9) The applicant shall demonstrate in accordance with the following criteria, which may be combined in a manner consistent with other evaluations of career progress such as promotion and tenure, and progress-through-the-ranks, a record of:
- (i) scholarship and research achievement appropriate to the academic discipline within which he/she worked during the period of qualifying service;
 - (ii) appropriate professional contribution or administrative achievement within the norms of that discipline;
 - (iii) in appropriate cases, artistic production(s), exhibition(s) or performance(s) or creative activity in a form that has/have been subject to critical review during the period of qualifying service;
 - (iv) achievement(s) during and/or resulting from previous sabbatical leave(s) taken by the applicant.
- (g) For the granting of sabbatical leave for the final year of a doctoral programme the applicant should submit a detailed written statement which should:
- (i) specify the stage to which the doctoral work has advanced, with confirmation from the University where he/she is studying;
 - (ii) provide a timetable for completion of the doctoral work within the twelve (12) month period with a notation by the chief advisor that the work can be completed within that period.
- (h) Sabbaticals granted for courses of study leading to the development of new areas of teaching should involve areas approved by the appropriate Senate committee as worthy of development and would be subject to agreement by the Dean or his/her designate that there are potential openings for the teaching of such courses.

17:05 Application for sabbatical leave shall be carried out as follows:

- (a) A faculty member who is eligible for sabbatical leave shall make written application and provide a detailed written statement as required under clause 17:04 (e) to the Dean and his/her designate on or before the 1st day of September of the academic year preceding the year for which the leave is requested.

- (b) The Dean and the BAU Head (in the case of librarian members, the University Librarian or Law Librarian as appropriate and the Associate Librarian) shall provide a letter(s) of appraisal of the Plan required in clause 17:04 (e).
- (c) A member whose application for sabbatical leave has not been recommended for approval by the Council of Deans upon initial consideration shall be given an opportunity to appear before said Council of Deans in order to have his/her application reviewed in accordance with the requirements of this Article 17. The Council of Deans shall be comprised of Deans who are Chief Executive Officers of Faculties, the University Librarian and the Vice-president, Academic who shall serve as its Chair.
- (d) The Vice-president, Academic shall give at least fourteen (14) days written notice of the date and time at which the Council of Deans intends to review the application and shall refer to the specific clause and shall state in full the reason(s) for the necessity of said review.
- (e) The Faculty Association shall have the right to represent any member who opts to appear before the Council of Deans under clause 17:05 (c).
- (f) In the case of those members who do not appear before the Council of Deans, the Vice-president, Academic shall inform said members of the decision on or before December 1st of the academic year preceding the year for which the leave has been requested; in the case of members who do appear before the Council of Deans, and whose application(s) for sabbatical leave is/are denied by the Board of Governors, the Vice-President, Academic shall inform said members of the decision with reasons therefor in accordance with the provisions Article 27 no later than thirty (30) calendar days after the hereinabove specified December 1st.
- (g) If an application for sabbatical leave has been denied, it shall be the responsibility of the applicant to renew the application.

17:06 The granting of sabbatical leave shall be at the discretion of the Board of Governors on the recommendation of the President. Sabbatical leave may only be denied for failure to satisfy the requirements of clause 17:04. In the event the University denies a member's application for sabbatical leave, the University will inform the member and the President of the Faculty Association in writing, within fifteen (15) working days of communicating such denial to the member, of the requirement(s) of Article 17:04 which the member has failed to satisfy. In the event of denial of sabbatical leave the faculty member may have recourse to the grievance and arbitration procedures of this Agreement commencing at Step Three. For the arbitration proceedings arising under this clause 17:06, the parties agree to appoint, as sole arbitrator Earl Palmer, or in the event he is not available, Ross Kennedy.

17:07 A successful applicant for sabbatical leave shall undertake in writing to:

- (a) carry out his/her proposed study, research or other planned activity,
- (b) obtain written approval from the Dean or his/her designate for any substantial change(s) in the proposed activity set out in the statement submitted in accordance with clause 17:04 (e),
- (c) submit to the Vice-president, Academic, with copies to the Dean and his/her designate, within ninety (90) days of the expiry date of the faculty member's sabbatical leave a written report of his/her study, research or other such activity carried out during the period of the leave.

If after embarking on his/her proposed study, research or other planned activity the completion of same is frustrated or non-feasible the faculty member shall inform forthwith the Dean or his/her designate of his/her alternate plan(s) for the remainder of his/her sabbatical leave.

17:08 The sabbatical salary allowance, fringe benefits, pension contributions, research grants and other forms of remuneration during a sabbatical leave shall be as follows:

- (a) Where an applicant has accumulated between three (3) years and five (5) years, a sabbatical leave for six (6) months shall be at eighty percent (80%) of his/her Nominal Salary and shall include one-half (1/2) of the annual vacation.
- (b) Where an applicant has accumulated six (6) or more years either
 - 62E/1 (i) a sabbatical leave for six (6) months shall be at full Nominal Salary and shall include one-half (1/2) of the annual vacation; or
 - (ii) a sabbatical leave for twelve (12) months shall be at eighty percent (80%) of his/her Nominal Salary and shall include the annual one (1) month vacation.
- (c) Where a faculty member has held as of June 30, 1978 either nine (9) years or ten (10) years of qualifying service he/she shall be entitled at his/her first sabbatical following June 30, 1978 to either ninety percent (90%) or one hundred percent (100%) respectively of his/her Nominal Salary and shall include the annual one (1) month vacation. It is further provided that where a faculty member held as of June 30, 1978 nine (9) years of qualifying service and either he/she chooses to postpone his/her application or has his/her sabbatical leave postponed by the University where it is impracticable to ensure the quality and continuance of the programme(s) in which he/she is involved, his/her sabbatical salary allowance shall be at one hundred percent (100%) of his/her Nominal Salary and shall include the annual one (1) month vacation.

- (d) During his/her sabbatical leave, a sabbaticant shall be deemed to continue to be in the employ of the University and shall continue to be entitled to all benefits provided to other members during his/her absence. Time spent on sabbatical leave shall be included and credited as periods of University service in all matters including questions pertaining to promotion, retirement and seniority. Premiums for Ontario Health Insurance Plan coverage, Green Shield Supplemental Hospitalization and Extended Health Benefit Plans, Long Term Disability Insurance Plan coverage, the University Group Life Insurance and Accidental Death and Dismemberment Plans and all other University fringe benefit Plans shall continue during sabbatical leave(s) without interruption and on the same basis as during normal employment. Payments into the University Retirement Plan shall be calculated on the basis of the sabbaticant's Nominal Salary or his/her sabbatical salary allowance at the option of the sabbaticant. It is clearly understood that any rights to levels of participation or participation in the Plans outlined in this Article are conditional upon the Plans so permitting.
- (e) A part of the sabbatical salary allowance of a member may be recognized by the University as a research grant upon the request of the member who shall submit to the Dean or his/her designate a detailed written statement of his/her request for such recognition; the portion of the sabbatical salary allowance to be paid as a research grant shall be determined by the member, and the terms and conditions of payment of any such grant shall be determined by the University in consultation with the member, but the said terms and conditions shall not be inconsistent with the provisions of clause 17:08 (d).
- (9) A member may accept scholarships or travel funds from granting agencies, but may not accept a salaried position or be engaged in other outside activity for the purpose of increasing his/her income without the prior written approval of the Dean or his/her designate.
- 17:09 A faculty member should return to service with the University for a period equivalent to the member's sabbatical (unless causes beyond his/her control prevent this), except if the University waives such obligation.
- 17:10 A librarian member shall be entitled to apply for sabbatical leave in accordance with the provisions of this Article 17 which shall apply mutatis mutandis except that,
- (a) in determining total years of service for the purpose of qualifying for sabbatical leave, total years of service shall be reduced by one (1) year for each eight (8) weeks of study leave previously granted to the applicant since his/her last sabbatical leave, and

- (b) payment of sabbatical salary allowance under clauses 17:08 (a) and (b) shall be based on the determination of total service for qualification for sabbatical leave as provided in clause 17:10 (a) of this Agreement.
- 17:11 A successful applicant, who qualifies under clause 17:08(b) (ii) whose sabbatical leave is postponed for one (1) year by the University where it is impracticable to ensure the quality and continuance of the programme(s) in which he/she is involved may elect either to have his/her salary allowance increased by five percent (5%) of her/his Nominal Salary, or to have the year of postponement used as entitlement towards his/her next sabbatical leave.
- 17:12
 - (a) A member may elect to postpone an approved sabbatical provided he/she informs the Dean of such postponement at least one (1) week prior to the deadline for assignment of teaching duties. The year of postponement will not count as a year of service toward a future sabbatical leave.
 - (b) In exceptional circumstances which directly affect the fulfillment of the approved sabbatical Plan and which are beyond his/her control, a member may request to postpone his/her sabbatical leave for one (1) year. If the postponement of the sabbatical leave occurs after the deadline for the assignment of teaching duties, the Dean shall assign an appropriate workload, including course/section teaching assignments to the member. The year of postponement will count as a year of service. Application for postponement shall be made in writing, detailing such circumstances to the Dean. Approval of a postponement shall not be withheld unreasonably.
- 17:13 In the event that a member makes application for and receives benefits under Article 18 (Political Leave), Article 19 (Court Leave), Article 21 (Pregnancy/Paternal/Adoption Leave), and Article 24 (Compassionate Leave) while on sabbatical, the member is entitled to interrupt the sabbatical leave for a period of up to three months in accordance with the Leave provisions of the Article under which the Leave is granted. Sabbatical leave shall then resume as though there had been no interruption. In the case of Article 21, the choice of months to interrupt sabbatical leave shall be at the option of the member and reasonable notice shall be given by the member in writing to the Dean.
- 17:14 A member on sabbatical leave is entitled to notice by registered mail of any pending decisions affecting workload and/or working conditions and/or his/her status within the University. Such notice shall be provided at least thirty (30) days prior to the date at which the decision is to be finalized in order that the sabbaticant may participate in and/or vote, where applicable, on such decisions. In the event that the Canada Post Office is not in operation, notice of recall shall be by receipted courier delivery. The onus is on each member to notify the University regarding any change in address.

- 17:15 Where a grievance process is initiated by a member on sabbatical or about to go on sabbatical, all stages of grievance procedures may be suspended at the request of the member until after completion of the sabbatical term.

ARTICLE 18

POLITICAL LEAVE

- 18:01 Upon receipt of a written request, the Dean may grant political leave of absence for campaign purposes in accordance with this Article 18 to any member who intends to become a candidate for elected public office in Canada. The parties recognize, however, the responsibility of the University for ensuring the uninterrupted continuation and quality of programme(s) of the University in which members are involved and, in the light of this responsibility, leave under this Article 18 shall not be withheld unreasonably.

- 18:02 A member applying for leave under this Article 18 shall give reasonable notice of his/her intention to stand for election to public office to permit the engagement, as required, of competent substitute(s).

- 18:03 A leave of absence under clause 18:01 shall not exceed the period of issuance of Writ of Election to election day, or for a period of thirty (30) days in case of a municipal election.

- 18:04 A member on leave under clause 18:01 retains his/her status in the University and such leave shall be with full salary and all other rights, privileges and benefits subject to the obligation of the member to cooperate with his/her substitute(s), if any, as may be necessary and to reimburse the University for the cost of any substitute(s), if any, under clause 18:01, but the reimbursement shall not exceed the salary of the member during the period of leave.

- 18:05 If a member is elected to public office in Canada, he/she shall be entitled to a political leave of absence on the following basis:

63I/3

- (a) Parliament - up to a maximum of five (5) years without salary and fringe benefits;
- (b) Legislature - up to a maximum of five (5) years without salary and fringe benefits;
- (c) Other Elected Office - absence for fulfilment of recognized duties of office, but where such absence for the purpose of fulfilment of the recognized duties of office is of such a nature as to interfere with the duties and responsibilities of the member to the University, the Dean may make a pro rata adjustment of his/her salary.

A member on leave under clause 18:05 (a) or (b) shall be entitled at his/her sole expense to participate in any or all of the University's fringe benefit Plans for members from time to time in force if and so long as such plans permit.

- 18:06 In the case of political leave of absence under clause 18:05 (a) or (b), the member shall be entitled to terminate his/her leave and return to the University at the beginning of any academic year or at the beginning of any semester in Faculties of semesterized courses, if notice of his/her return is given to the Dean one hundred and fifty (150) days prior to the intended date of return.
- 18:07 If a member continues to serve in elected public office under clause 18:05 (a) or (b) after the period of five (5) years, his/her employment shall terminate forthwith.
- 18:08 If a member continues to serve in elected public office under clause 18:05 (c) after a period of six (6) years, his/her employment shall terminate forthwith if the elected public office which he/she has held during the said six (6) year period has been that of the Mayor and/or Alderman of the Corporation of the City of Windsor, or any other elected office in the said City or any other municipal entity where the responsible fulfilment of the duties of that office would require a commitment of time approximately equal to or greater than the average time spent by the Aldermen of the said City. The President may, however, on the request of the member, give written permission for a further period of leave under clause 18:05 (c) subject to the conditions of clause 18:05 (c).
- 18:09 The provision of this Article 18 shall not preclude the making of alternate arrangements acceptable to the member and Dean. The Dean shall give particulars of such arrangements to the Association.

ARTICLE 19

COURT LEAVE

- 638C/1
19:01 Leave of absence with full salary and benefits shall be granted to any member, other than a member on leave of absence without salary, to serve on a jury or attend as a witness in a proceeding which requires a member to be in attendance as a matter of civic or public duty in a court of justice or before any legal or statutory body with power to compel the attendances of witnesses before it. The University may grant such leave for such proceeding in a serious action in which the member is a plaintiff if the member's presence as a witness is required. This shall not apply in a case where the member's action is against the University.

ARTICLE 20

LEAVE OF ABSENCE WITHOUT SALARY

20:01 A member may apply to the Vice-president, Academic for, and may be granted, a leave of absence without salary for a mutually agreed period. The Dean and the BAU Head (in the case of librarian members, the University Librarian or Law Librarian as appropriate and the Associate Librarian) shall provide the Vice-President, Academic with letters of appraisal of the member's application, which shall not be deemed confidential. The parties, however, recognize that such leave should be mutually beneficial to the member and the University, and the parties recognize further the responsibility of the University for ensuring the uninterrupted continuation and quality of programme(s) of the University in which members are involved, and, in the light of this objective and responsibility, leave under this Article shall not be withheld unreasonably. A member on leave under this Article 20 shall be entitled at his/her sole expense to participate in any or all of the University's fringe benefit Plans (including the University Retirement Plan) for members from time to time in force if and so long as such plans permit. A member may terminate his/her leave and return to the University at the beginning of any academic year or at the beginning of the second (2nd) semester, if written notice of his/her return is given to the Dean (or in the case of librarian members the University Librarian or Law Librarian, as appropriate) prior to the assignment of teaching responsibilities (or in the case of librarian members, workload assignments) for the semester in which they intend to return, or by mutual agreement.

ARTICLE 21

PREGNANCY/PARENTAL/ADOPTION LEAVE

21:01 A member who is pregnant shall be entitled to leave according to the terms of this Article 21 if she is paid and employed by the University. The member shall be entitled upon her application to a pregnancy leave of at least-six (6) months from her employment, or such shorter pregnancy leave as the member may request, commencing during the period of eleven (11) weeks immediately preceding the estimated day of her delivery.

58A/026

21:02 Notwithstanding clause 21:01 and subject to clause 21:05, where the actual date of her delivery is later than the estimated day of her delivery, the pregnancy leave shall not end before the expiration of six (6) weeks following the actual date of her delivery.

21:03 The member shall give the Dean or his/her designate two (2) weeks notice in writing of the day upon which she intends to commence her pregnancy leave and furnish the Dean or his/her designate with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his/her opinion.

21:04 Subject to clause 21:05, a member may, with the consent of the Dean or his/her designate, shorten the duration of the pregnancy leave requested under clause 21:01.

21:05 A member may shorten the duration of the six (6) week period mentioned in clause 21:02 upon giving the Dean or his/her designate one (1) week's notice of her intention so to do and furnishing the Dean or his/her designate with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.

21:06 A member who does not apply for pregnancy leave under clause 21:01, and who is otherwise entitled to pregnancy leave hereunder, shall be entitled to and shall be granted pregnancy leave in accordance with this clause 21:06 upon providing the Dean or his/her designate before the expiry of two (2) weeks after she ceased to work with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his/her opinion, delivery will occur or the actual date of her delivery.

21:07 A member who intends to resume her employment on the expiration of a pregnancy leave granted to her under this Article 21 shall so advise the Dean or his/her designate and on her return to work the University shall reinstate the member to her position at not less than her salary at the time her pregnancy leave began and without loss of seniority or benefits accrued to the commencement of her pregnancy leave.

21:08 In addition to the rights to pregnancy leave granted under the foregoing clauses of this Article 21, a member shall also be entitled during pregnancy leave to a maximum of seventeen (17) weeks of such leave with full salary and all other rights, privileges and benefits.

21:09 During the unpaid part, if any, of this pregnancy leave, a member shall be entitled at her sole expense to participate in any or all of the University's fringe benefit Plans (including the University Retirement Plan) for members from time to time in force if and so long as such plans permit.

21:10 (a) Upon the request of a member on reasonable notice, the University shall grant a leave of absence of up to fourteen (14) days with full salary and all other rights, privileges and benefits and up to an additional fifteen (15) weeks without pay but with all other rights, privileges and benefits upon the adoption of a child.

6A/017
60/117100

- (b) In the case of an adoption of an infant less than two (2) years of age, at the time of adoption, a member shall be granted seventeen (17) weeks with full salary and all other rights, privileges and benefits.

21:11 A paternity leave shall be granted upon the request of a member on reasonable notice upon which the University shall, upon the birth of a child, grant a leave of absence of up to seven (7) days with full salary and all other benefits and privileges.
63F/1

21:12 The provisions of this Article 21 shall not preclude the making of alternative arrangements acceptable to the member and the Dean or his/her designate. The Dean shall give particulars of such arrangements to the Association.

21:13 A member on leave under the provisions of this Article 21 may elect to have decisions relating to his/her renewal, promotion and/or tenure and/or permanent appointment deferred for one (1) year. This clause does not apply to members on leave under clause 21:11.

ARTICLE 22 **CONFERENCE AND CONVENTION LEAVE**

22:01 When a librarian member wishes conference or convention leave, he/she shall apply to the University Librarian or Law Librarian, where applicable, and may be granted a leave, without loss of salary or other rights, privileges or benefits, to attend conferences, conventions, seminars, and workshops related to his/her field of specialization. The parties recognize, however, the responsibility of the University for ensuring the uninterrupted continuation and quality of service of the University and Law Libraries, in which librarian members are involved. In light of this responsibility, leave under this clause 22:01 shall not be withheld unreasonably.

22:02 When a faculty member wishes conference or convention leave, he/she shall apply to his/her Dean and may be granted a leave, without loss of salary or other rights, privileges or benefits, to attend conferences, conventions, seminars and workshops related to his/her field of specialization. A member shall notify the Dean or his/her designate as to how the member shall ensure the uninterrupted continuation and quality of the educational programmes and/or courses, in which the member is involved, during leave taken pursuant to this clause. The Dean shall not withhold approval of the leave unreasonably.

22:03 When an ancillary academic staff member wishes conference or convention

leave, he/she shall apply to his/her Dean and may be granted a leave, without loss of salary or other rights, privileges or benefits, to attend conferences, conventions, seminars and workshops related to his/her field of specialization, A member shall notify the Dean or his/her designate as to how the member shall ensure the uninterrupted continuation and quality of service, the educational programmes and/or courses, in which the member is involved, during leave taken pursuant to this clause. The Dean shall not withhold approval of the leave unreasonably.

- 22:04 When a sessional lecturer wishes conference or convention leave, he/she shall apply to the Dean and may be granted a leave, without loss of salary or other rights, privileges or benefits, to attend conferences, conventions, seminars and workshops related to his/her field of specialization. A member shall notify the Dean or his/her designate as to how the member shall ensure the uninterrupted continuation and quality of the educational programmes and/or courses, in which the member is involved, during leave taken pursuant to this clause. The Dean shall not withhold approval of the leave unreasonably.

ARTICLE 23

STUDY LEAVE

Study Leave for Librarian Members

- 23:01 Study leave for librarian members is intended by the parties to provide an opportunity for library-related course work, study or research. Clauses 23:01-23:09 outline the procedure to be followed when applying for librarians' study leave. Normally the study leave is to be carried out over a period of up to sixteen weeks. The leave period shall normally be taken in a single block of time, or by mutual agreement between the member and the University Librarian. The administration encourages the pursuit of graduate degrees, for example, but not limited to a masters, second masters or Ph.D degree. However, the Administration shall not restrict study leaves to this purpose alone.
- 23:02 The maximum period of study leave(s) granted to a librarian member shall not exceed sixteen (16) weeks.
- 23:03 An application for study leave is subject to the following conditions precedent:
- (a) The applicant shall have been a full-time Librarian at the University for a period of three (3) years of service. Service shall not include the period of leave under clause 18:05 (a) or (b) or the period of leave under Article 20 of this Agreement;

- (b) The applicant shall have submitted with his/her application a detailed written statement of his/her proposed library-related course work, study or research during the period of leave;
- (c) The University shall not be required to hire a replacement for the librarian member during his/her leave.

23:04 A successful applicant for study leave shall undertake in writing to:

- (a) carry out his/her proposed library-related course work, study or research;
- (b) obtain approval in writing from the University Librarian or the Law Librarian, as the case may be, to any substantial change(s) in his/her proposed library-related course work, study or research during the period of such leave;
- (c) inform forthwith the University Librarian or the Law Librarian, as the case may be, if, after embarking on his/her proposed library-related course work, study or research, the completion of same is frustrated or non-feasible and after consultation with the University Librarian or the Law Librarian, as the case may be, return to the University for assignment if he/she is so required;
- (d) submit to the University Librarian or the Law Librarian, as the case may be, within sixty (60) days after his/her expected return to the University, a written report of his/her library-related course work, study or research during such leave.

23:05 A librarian member who has had study leave is eligible for further study leave(s) following successive period(s) of qualifying service.

23:06 A librarian member on study leave shall be entitled to seventy five percent (75%) of Nominal Salary. All other rights, privileges and benefits for the member on study leave shall be as for a member on Sabbatical leave, (clause 17.08 (d)). In addition, a librarian member may apply for assistance towards the cost of a study leave for expenses such as fees, books, travel, etc. to a maximum of fifteen percent (15%) of Normal Salary.

23:07 A librarian member who is eligible for study leave shall make written application to the University Librarian or the Law Librarian, as the case may be, at least ninety (90) days prior to the date on which the study leave is to commence, and the University Librarian or the Law Librarian, as the case may be, shall inform the applicant of the decision at least thirty (30) days prior to the date on which the study leave is to commence.

23:08 The granting of study leave shall be at the discretion of the Board of Governors on the recommendation of the President who shall consult a Librarian Study Leave Committee composed of the Vice-president, Academic, as Chairperson, the University Librarian and the Law Librarian.

23:09 If an application has been denied or deferred, it shall be the responsibility of the applicant to renew the application.

Study Leave for Ancillary Academic Staff and Sessional Lecturers

23:10 Study leave for Ancillary Academic Staff and Sessional Lecturers is intended by the parties to provide an opportunity for work-related course work or study. However, the Administration shall not restrict study leaves to this purpose alone. Clauses 23:11-23:18 outline the procedure to be followed when applying for such study leave. Normally the study leave is to be carried out over a period of up to sixteen (16) weeks. The leave period shall normally be taken in a single block of time, or by mutual agreement between the member and the Dean.

23:11 The maximum period of a study leave(s) granted to an ancillary academic staff or sessional lecturer member shall not exceed sixteen **(16)** weeks.

23:12 An application for study leave is subject to the following conditions precedent:

- (a) The applicant shall have been a full-time ancillary academic staff or sessional lecturer member at the University for a period of three (3) years which shall not include the period of leave under Article 20 of this Agreement;
- (b) The applicant shall have submitted with his/her application a detailed written statement of his/her proposed work-related course work or study during the period of leave.

23:13 A successful applicant for study leave shall undertake in writing to:

- (a) carry out his/her proposed work-related course work or study;
- (b) obtain approval in writing from his/her BAU Head to any substantial change(s) in his/her proposed work-related course work or study during the period of such leave;
- (c) inform forthwith his/her BAU Head if, after embarking on his/her proposed work-related course work or study, the completion of same is frustrated or non-feasible and after consultation with his/her BAU Head return to the University for assignment if he/she is so required;

- (d) submit to his/her BAU Head within sixty (60) days after his/her expected return to the University, a written report of his/her work-related course work or study during such leave.

- 23:14 An ancillary academic staff or sessional lecturer member who has had study leave is eligible for further study leave(s) following successive period(s) of qualifying service.
- 23:15 An ancillary academic staff or sessional lecturer member on study leave shall be entitled to seventy five percent (75%) of Nominal Salary. All other rights, privileges and benefits for the member on study leave shall be as for a member on Sabbatical leave, (Clause 17:08 (d)). In addition an ancillary academic staff or sessional lecturer member may apply for assistance towards the cost of a study leave for expenses such as fees, books, travel, etc. to a maximum of fifteen percent (15%) of Normal Salary.
- 23:16 An ancillary academic staff or sessional lecturer member who is eligible for study leave shall make written application to his/her Dean at least one hundred and eighty (180) days prior to the date on which the study leave is to commence, and the Dean shall inform the applicant of the decision at least ninety (90) days prior to the date on which the study leave is to commence.
- 23:17 The granting of study leave shall be at the discretion of the Board of Governors on the recommendation of the President, who shall consult an Ancillary Academic Staff Study Leave Committee composed of the Vice-President, Academic, as Chairperson, the appropriate Dean and the Director of Human Resources, or in the case of a sessional lecturer, the Dean.
- 23:18 An application for study leave may be denied on the recommendation of the Ancillary Academic Staff Study Leave Committee or the Dean only where the proposed work-related course work or study does not pertain to the member's job-related duties and responsibilities under the job description in such manner as the Committee or the Dean shall determine to be of benefit to the service/programme.

Where the Ancillary Academic Staff Study Leave Committee or the Dean determines that the uninterrupted continuation and quality of service with which the Ancillary Academic Staff member or sessional lecturer is involved cannot be ensured, the study leave may be deferred for up to a period of one (1) year.

ARTICLE 24

SESSIONAL LEAVE

- 24:01 It is recognized that certain emergencies such as death or serious illness may arise in a member's personal life which may require his/her absence from the



63A, G
1

University for a reasonable period of time. Notification of absence shall be given to the BAU Head (or Associate Librarian, or Law Librarian) who will notify the Dean or University Librarian as appropriate prior to departure or as soon as possible thereafter. The length of absence with full salary and all other rights, privileges and benefits shall be determined by the Dean or University Librarian or Law Librarian as appropriate in accordance with this Article 24.

ARTICLE 25

POST LEAVE SALARY AND BENEFITS

25:01 Each member who is granted a leave of absence under clause 18:05 or under Article 20 shall be entitled upon his/her return from leave to resume at least at the rank held at the time of the commencement of his/her leave of absence at a salary to be negotiated with the Dean, subject to the following:

- (a) in the case of a member who engaged during his/her leave in an activity which will enhance his/her potential for contributing to his/her academic field upon return, the amount of the said salary shall not be less than the salary to which he/she would have been entitled had he/she not been granted leave of absence, without merit addition; and
- (b) in the case of a member who did not engage during his/her leave in an activity which will enhance his/her potential for contributing to his/her academic field upon return, the amount of the said salary shall not be less than the greater of his/her pre-leave salary or the minimum of the salary range for his/her rank. However, if a general decrease in the Normal Salaries of members is negotiated during the said member's leave, the salary to which the said member would be entitled upon return shall be reduced by a percentage equal to the percentage of the said general decrease.

ARTICLE 26

HOURS OF WORK FOR LIBRARIAN MEMBERS

34
2500

26:01 The normal hours of work for a librarian member shall be thirty-five (35) hours-per week. The hours of work, however, may be scheduled otherwise, subject to the following:

- (a) The hours of work for each librarian member shall be scheduled fairly and equitably during the operating hours of the Libraries.
- (b) Librarians who have reader service listed among their responsibilities in terms of clause 5:49, may be assigned to work on public holidays within the meaning of The Employment Standards Act of Ontario when the Library is open, but compensatory time-off shall accrue at the rate of one and one-half (1-1/2) hours for each hour worked. They may also be scheduled to work on Saturdays, Sundays and holidays as recognized in clause 46:03 of this Agreement other than the public holidays aforesaid,

but compensatory time-off shall accrue at the rate of one (1) day for each of such days worked (the hours of work on such days shall not exceed five (5) hours). A roster of work involving Saturdays, Sundays and holidays, including public holidays as aforesaid, shall be posted one (1) week in advance of each academic term or period of recess between the terms and no Librarian shall normally be required to work more than two (2) such days, or parts thereof, in any one (1) calendar month.

- (c) In exceptional circumstances librarians who do not have reader service listed among their responsibilities, in terms of clause 5:49, may be scheduled on reasonable notice to work on holidays including the public holidays aforesaid and/or on Saturdays and Sundays at the same compensatory time-off accrual rates as provided for in clause 26:01 (b).
- (d) The scheduling of compensatory hours/days shall be at times mutually acceptable to the Associate Librarian or Law Librarian or his/her respective delegate and the librarian member.

ARTICLE 27

CONFIDENTIALITY AND ACCESS TO PERSONNEL FILES

- 27:01 The Dean, or in the case of the librarian members, the University Librarian, shall maintain the sole personnel file recognized by this Agreement relating to each member, and the Departments of Human Resources and Finance shall maintain the benefits and payroll records of each member.
- 27:02
- (a) All documents pertaining to renewal, promotion and tenure shall be considered part of the member's personnel file. A copy of the summaries of the BAU Renewal, Promotion and Tenure Committee meetings as described in the Senate bylaws shall be placed in the member's file in ample time for the member to consider the documentation prior to his/her presentation to UCAPT/UCRPPLM.
 - (b) Upon presentation of identification, each member shall have the right to examine, by special appointment, which shall not be withheld unreasonably, during regular office hours, all of the contents of his/her personnel file.
 - (c) Confidential letters of reference shall become part of a member's personnel file as of the day on which they are received. A member shall be entitled to read the contents of such letters, except that the identity of the author(s) shall remain confidential.
 - (d) A member shall have the right to have included in the said files additional material provided by himself/herself including his/her written comments on the accuracy or meaning of any of the contents.

- (e) Written complaints by a student or others shall not be placed in a member's personnel file before the member has an opportunity to respond in writing. The response of the member shall also be placed in the personnel file. No unsubstantiated complaints or allegations shall be placed in a member's personnel file.
- 27:03 Each member shall have the right to obtain from the University, on reasonable notice in writing, at University expense, a copy, and at his/her own expense additional copies, of any or all of the contents of his/her personnel file excluding confidential letters of reference.
- 27:04 No anonymous material shall be kept by the University concerning any member or submitted as evidence in any formal or informal deliberation, action, or proceeding involving any member. If introduced, such material shall be sufficient in and of itself to invalidate the deliberation, action, or proceeding. Any such anonymous material contained in the files at the time of ratification of this Agreement shall be returned to the faculty member forthwith. Statistical information gathered as a result of any collective teacher evaluation made by students and approved by the Senate (or other appropriate University authority) shall not be considered to be anonymous material. However, non-statistical information gathered via such evaluation shall not be exempt from the provisions of this clause 27:04.
- 27:05 Letters received in relation to the appointment of a member shall be confidential and shall not be shown to the said member before or after his/her appointment.
- 27:06 Except as authorized by this Agreement or as authorized by a member in writing, or as relevant and material to collective bargaining and to the administration of this Agreement by the Faculty Association, or as relevant and material to an arbitration proceeding under this Agreement and as required by the arbitrator pursuant to his/her powers, all health and psychiatric records, transcripts, letters of reference and assessment, or material reflecting the salary history or the existing salary rate or other personal information of any member under the direct control of the University shall be kept confidential. Onus of proof of breach of confidentiality shall rest with the member. The curriculum vitae of a member shall not be regarded as personal information and shall not be considered to be confidential unless requested in writing by the member that it be kept confidential. The University shall be held blameless for the release of information contained in a member's curriculum vitae unless so requested in writing. A member should update his/her curriculum vitae when substantial amendments occur.
- 27:07 When confidential information is to be used by the University in the course of proceedings to resolve a grievance, the substance of such confidential information shall be made available in advance to the member or his/her duly authorized representative in a form which does not identify the author. Where in the opinion of the arbitrator(s) the identity of the author is central to the

resolution of the difference, the arbitrator(s) shall be supplied with the material and may make such use of it as is essential to his/her/their decision, having due regard to its confidentiality.

ARTICLE 28 **RIGHTS AND PRIVILEGES OF THE**
FACULTY ASSOCIATION AND MEMBERS

- 28:01 The University shall provide to the Faculty Association as office space the premises designated as 366 Sunset Avenue in accordance with the provisions of the lease between the University of Windsor and the Faculty Association dated September 1st 1983, or other mutually agreeable office space on terms consistent with the said lease.
- 28:02 (a) When the current lease for the premises specified in clause 28:01, or renewal thereof, expires, the Board of Governors may further renew the lease or shall at its sole discretion provide comparable premises mutually agreeable to the Faculty Association and to the Board of Governors on terms consistent with those specified in the said lease.
- (b) The Association shall continue to have the use of the internal postal service of the University, printing and duplicating services, computer facilities, audio-visual equipment and meeting rooms on the same basis and at the same rate established by the University for other University users.
- 28:03 The Association may, at its expense, make modifications to the property as set out in clause 28:02 (a), excluding structural modifications. Before making such modifications the Association shall obtain the consent of the University which consent shall not be withheld unreasonably. Upon vacating said premises the Association shall, at its expense, restore the premises to the renovated state in which the University delivered them to the Association, if required to do so by the University.
- 28:04 The Association shall have the right at any time to call upon the assistance of representatives of the Canadian Association of University Teachers (C.A.U.T.) and the Ontario Confederation of University Faculty Associations (O.C.U.F.A.), the Association of Academic Librarians of Ontario, and the Canadian Association of College and University Librarians, when dealing with or negotiating with the University. Such representatives and any other duly designated representatives shall have access to the University premises at all reasonable times to consult with members, Association officers, or University officials. When such representatives deal directly with the University officials, the extent of their authority shall be clearly defined and communicated to the University officials by the Association.

- 28:05 The President and members of the Association Council shall have the right at all reasonable times to consult with members, Association officers or University officials in the administration of this Agreement. The Association recognizes, however, the responsibility of the President and members of the Association Council for insuring the uninterrupted continuation and quality of programme(s) of the University in which the President and members of the Association Council are involved.
- 28:06 (a) In recognition of the duties of the President of the Association, he/she shall be entitled to a reduction of four (4) courses. In the event that the President is a non-teaching member, she/he shall be entitled to a reduction of two-thirds (2/3) of the weekly hours or twenty-four (24) hours per week, as appropriate.
- (b) The Chairperson of the Grievance Committee shall be entitled to a one-half (1/2) reduction of his/her normal teaching load, but in no event shall the teaching load be reduced below two (2) semester courses. In the case of a non-teaching member, she/he shall be entitled to a reduction of one-sixth (1/6) of the weekly hours or six (6) hours per week, as appropriate, if, in either case the reduction does not necessitate a replacement.
- (c) The University shall also provide one (1) course reduction (or the weekly hour equivalent) to be allocated at the discretion of the Faculty Association with three (3) months' prior notice to the University.
- (d) Notwithstanding clause 28:06 (a), (b) and (c), the Faculty Association shall be entitled to purchase three (3) course reductions in any academic year. Such courses shall be allocated at the discretion of the Association with three (3) months' prior notice to the University.
- 28:07 In addition, the President of the Association and his/her appointees upon written request may be granted leave with full salary and all other rights, privileges, and benefits to attend conferences, conventions, seminars, and workshops related to the field of collective bargaining. The parties recognize, however, the responsibility of the University for ensuring the uninterrupted continuation and quality of programme(s) of the University in which the President of the Association and his/her appointees are involved and in light of this responsibility leave under this clause 28:07 shall not be withheld unreasonably.
- 28:08 Service of any member of the Faculty Association to the Canadian Association of University Teachers (C.A.U.T.) and the Ontario Confederation of University Faculty Associations (O.C.U.F.A.) shall be considered by the University in the evaluation of the member as Other Service to the profession or community.

- 28:09 (a) Members shall have the right to serve on duly constituted governing bodies and committees of the Faculty Association. Such members shall be granted reasonable time off from other duties for this purpose provided arrangements can be made for ensuring the uninterrupted continuation and quality of programme(s) of the University in which the members are involved.
- (b) Such service shall be considered as Other Service to the University.
- 28:10 Members elected to the Board of Governors shall not be treated differently from members of the bargaining unit in respect of their terms and conditions of employment by reason of their membership on the Board of Governors.

ARTICLE 29 **DISMISSAL FOR JUST CAUSE**

- 29:01 In this Article 29, "dismissal" means the termination of an appointment by the Board of Governors,
- (a) in the case of a member having an appointment with tenure or permanence, prior to the age of retirement;
- (b) in the case of a member having an appointment of limited term, prior to the end of the specified term; or
- (c) in the case of a member having a probationary appointment, without the required notice.

Failure to renew a probationary or limited term appointment, failure to grant tenure or permanence at the end of a probationary period, or lay-off does not constitute dismissal.

- 29:02 A member may be dismissed for just cause.
- 29:03 Medical disability shall not be cause for dismissal unless the member has unreasonably refused medical attention.
- 29:04 Where it is alleged that there exists just cause for dismissal of a member, the allegation(s) shall be brought to the attention of the President. The initiation of preliminary proceedings shall be at the discretion of the President and in cases where he/she intends to proceed he/she shall inform the member in writing of the allegations which have been made against the member, together with a written summary of all relevant circumstances and the reason(s) for the intended dismissal. An informal conference, called by the President, shall then be held,

attended by the President or his/her delegate, the Dean of the Faculty, and/or his/her designate, a member of the Faculty Association Executive unless the member requests in writing that no Association representative be present and waives any claim against the Faculty Association with respect to representation, and the member against whom the allegations have been made, if he/she elects to attend. The Association has the right to be present and to make representation at this and all subsequent stages of these proceedings, unless the member waives such representation as provided for above. Where a member proceeds without the assistance of the Association, any settlement or award shall not constitute a precedent to be used against any other member, group of members, the Association or the University in any future dismissal for just cause proceedings.

29:05 Where a member declines or fails to attend the informal conference, or if no settlement is reached which is agreeable to the University and the member and the President wishes to pursue the matter, the President shall within ten (10) days of the informal conference inform the member in writing of the specific charge(s) against him/her, the reason(s) therefore and the intended action for dismissal and that, subject to written notice by the member provided for under clause 29:06, a Special Arbitration Board will conduct a hearing to determine the validity of the charge(s) and to determine whether said charge(s) constitute(s) just cause for dismissal.

29:06 If such member wishes to contest the intended dismissal, he/she shall within fourteen (14) days of the receipt of the notification by the President of the specific charge(s) against the member and the reason(s) therefore, notify the President and the President of the Association of his/her intent; whereupon the President and the President of the Association shall meet and attempt to agree upon three (3) members (one (1) of whom shall be Chairperson) to compose the Special Arbitration Board. Failing agreement on the composition of the Special Arbitration Board within ten (10) days of receipt of notification to the President and the President of the Association as aforesaid, each of the President and the President of the Association shall within a further fourteen (14) days, notify each other of his/her appointee to a Special Arbitration Board, which appointees shall be members with tenure or permanence employed on a full-time basis at another accredited University in Canada. Within a further fourteen (14) days the respective appointees of the President and President of the Association shall select a third (3rd) appointee to the Special Arbitration Board who shall act as Chairperson and who shall be chosen from among the following:

1. Bernard Adell
2. Gail Brent
3. J. D. O'Shea
4. Kathy Swinton
5. Paul Craven
6. Paula Knopf

Each of the foregoing persons shall serve as Chairperson in the order listed. If he/she is not available within a reasonable period of time, but in any event not to exceed two (2) months, the next person in order shall be selected and so on until one (1) of the persons is available. For the next arbitration thereafter, the person who is listed after the Chairperson last selected shall be next in line. By mutual consent, however, any one may be selected out of turn. If in any case none of the persons is available within a reasonable time, but in any event not to exceed ~~two~~ (2) months, another person may be selected to serve as Chairperson by mutual consent. If such selection has not been made within seven (7) days, either party may request the Minister of Labour for Ontario to make the appointment.

29:07 The President may by written notice relieve the member of some or all of his/her University duties until the Special Arbitration Board has made its decision or until such earlier time as the President may deem appropriate. No such action shall be taken except in highly exceptional circumstances which involve an immediate threat to the functioning of the University or to any member or members of the University community. Salary and benefits shall continue throughout.

29:08 Subject to the provisions of The Labour Relations Act of Ontario, the Special Arbitration Board shall have the power to establish its own procedures. Such procedures shall be in conformity with the principles of fair play and natural justice and in accordance with the minimum rules for proceedings set forth in The Statutory Powers Procedure Act, 1971, of Ontario. In particular, without limiting the generality of the foregoing, the following procedures shall be adopted at the hearing:

- (a) The parties to the arbitration shall be the member and the University.
- (b) The Special Arbitration Board shall fix the date, time and place of the hearing and shall forward a written notice of same to the parties a reasonable time in advance of the hearing. The notice shall contain a statement of the purpose of the hearing and shall also contain a statement that if the party notified does not attend at the hearing, the Special Arbitration Board may proceed in his/her absence.
- (c) The hearing shall be held in camera.
- (d) Each party shall be entitled to be present and to be represented at the hearing by counsel or agent, to call and examine witnesses, to cross-examine witnesses called by another party,, and to present argument.
- (e) Each witness shall be informed by the Special Arbitration Board of his/her right to object to answer any question under the Canada Evidence Act and The Evidence Act of Ontario.

- (9) A complete audio taped record of the hearing shall be made and a copy shall be furnished to the University and to the member on request at the expense of the party making the request.
- (g) In recognition of the fact that the procedures set forth in this Article constitute a modification of the normal grievance arbitration procedures under The Labour Relations Act of Ontario, the Special Arbitration Board shall have the powers granted to arbitrators by Section 44 (8) of the Ontario Labour Relations Act including the power:
- (i) to summon and enforce the attendance of witnesses and to compel them to give oral or written evidence on oath;
 - (ii) to administer oaths; and
 - (iii) to accept such oral or written evidence as the Special Arbitration Board in its discretion considers proper, whether admissible in a court of law or not.

29:09 The Special Arbitration Board shall reach its decision as soon as possible on the basis of the evidence adduced at the hearing. The decision of the majority shall be the decision of the Special Arbitration Board but, if there is no majority decision, the decision of the Chairperson shall be the decision of the Special Arbitration Board. The said decision shall contain findings of fact, reasons and conclusions as to whether there is just cause, and a copy of the decision shall be provided to the University and to the member. The Special Arbitration Board shall not have jurisdiction to alter or add to any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms of this Agreement. However, the Special Arbitration Board shall not be barred from hearing a grievance and rendering an award on the basis of a technical irregularity. The decision of the Special Arbitration Board shall be final and binding upon the University, the Association and the member. In its award the Special Arbitration Board shall declare:

- (a) that just cause for dismissal has not been shown and that any suspension in effect be rescinded, in which case it may rule that no record of such suspension shall be made in the member's personnel file; or
- (b) that just cause for dismissal has been shown in which case it may make such recommendations it deems just and equitable in the circumstances.

29:10 The University shall be responsible for the fees and expenses of the Special Arbitration Board. Without limiting the generality of the foregoing, such expenses may include the cost of transcripts, hearing room, witnesses called by the Special Arbitration Board and the fees and expenses of Counsel and other advisers to the Special Arbitration Board.

ARTICLE 30**EMPLOYMENT EQUITY**

30:01 The parties to this Agreement agree to the principle of employment equity for members of the designated groups as defined by Article 1.

30:02 The University shall ensure that the employment equity procedures recommended by the RCEE, the Positive Action Plan as approved by senate and all statutory obligations concerning employment equity including:

- (i) the provisions for advertising and interviewing;
- (ii) the use of employment equity/procedures assessors on every appointments, and promotion and tenure committee; and
- (iii) the review of all appointment procedures and recommendations by the Presidential Commission on Employment Equity

shall be followed in all BAU's and Libraries.

30:03 The Review Committee on Employment Equity shall remain a standing committee until employment equity for the designated groups has been achieved. The RCEE shall consist of two **(2)** persons appointed by the University, and two (2) persons from the membership of the Faculty Association appointed by the President of the Faculty Association. At least one (1) person appointed by the President of the Faculty Association shall be a member of the Faculty Association's Status of Women Committee. The RCEE shall call upon such offices as appropriate to provide information on issues of equity which are pertinent to its deliberations subject to applicable legislation. Both parties to this Agreement shall endeavour to appoint persons from among the designated groups.

30:04 The Review Committee provided for in Article 30:03 shall be responsible for:

- (i) identifying where there is a serious under-representation of members of the designated groups in any BAU and/or Library;
- (ii) recommending reasonable goals and timetables for hiring by any BAU and/or Library where serious under-representation of members of the designated groups exists;
- (iii) reviewing action taken within the University to achieve the hiring goals recommended under (ii).

13/1

- 30:05 The Review Committee provided for in Article 30:03 shall report annually its findings and recommendations to the parties to this Agreement and to the Senate. The findings and recommendations of the Review Committee shall not be subject to the grievance and arbitration procedures under Article 39 of this Agreement.
- 30:06 Consistent with the principle of employment equity:
- (a) The University shall continue to implement the Procedures recommended by the RCEE (as adopted by Senate) and the four point Positive Action Plan (as adopted by the Senate, November 17, 1988). The University accepts the principle of offering incentives to encourage hiring of qualified candidates from the designated groups.
 - (b) To ensure positive action, all full-time positions are to be advertised through the Department of Human Resources, through contact with Chairs of appropriate departments, in University Affairs, and the CAUT Bulletin, relevant professional journals and, where relevant, national newspapers, women's studies and feminist journals, and/or with associations or contact groups representing the designated groups. In addition, following approval of an advertisement, copies of all such advertisements will be transmitted to the office charged with Employment Equity matters at the University.
 - (c) The University is committed to eliminating or modifying those human resource policies, practices, and systems, whether formal or informal, shown to have an unfavourable effect on the hiring and promotion of members of designated groups.
 - (d) The parties agree that the best qualified candidate should be appointed. When the qualifications of a candidate who is a member of an under-represented designated group are approximately equal to those of the best available and acceptable candidate, then, all else being equal, the candidate from the under-represented designated group(s) shall be recommended to the BAU for consideration.
- 30:07
- (a) An Employment Equity/Procedures Assessor shall be included as a non-voting member of every appointments committee, search committee, and tenure/permanence and promotion committee, including UCAPT.
 - (b) The Chair of PCEE and the President of the Faculty Association shall prepare and approve a list of Employment Equity/Procedures Assessors; such list shall be established annually by mutual agreement. The list of Employment Equity/Procedures Assessors so appointed shall be kept by both parties in alphabetical order and all assignments from such list shall be made through contact with the Office of the Vice-president, Academic.

Assignments shall be for a set term as agreed to by the person and the Vice-president, Academic or his/her delegate and all subsequent assignments and/or assignments required because of vacancies shall be filled by the next available person on the list.

- (c) Each Employment Equity/Procedures Assessor shall be provided with all relevant appointment or promotion and tenure materials, including a copy of the BAU's goals and timetables by the Head of the BAU to which the Employment Equity/Procedures Assessor has been assigned.

- 30:08
- (a) In the evaluation of candidates for appointment, tenure/permanence and promotion to a position in or within the bargaining unit, the criteria adopted must not systematically discriminate against members of the designated groups and shall be reviewed periodically to ensure that they do not undervalue work which is done predominantly by members of the designated groups.
 - (b) Candidates shall not be disadvantaged by reason of minor career interruptions caused by family responsibilities.

ARTICLE 31

RIGHTS, DUTIES AND RESPONSIBILITIES OF HEADS

- 31:01
- In addition to the rights, duties and responsibilities that a Head has as a member of the academic staff, as set out in Article 5, he/she shall have rights, duties, and responsibilities by virtue of his/her administrative position. Subject to the jurisdiction of the Senate with respect to academic programmes, the Dean, or his/her delegate, after consultation with the Head, shall assign the duties to the Head.

- 31:02
- The primary rights, duties and responsibilities of a Head are:

- (a) to preside over meetings of the BAU Council, and bring to the attention of Council matters pertaining to the work of the BAU;
- (b) to provide leadership which will ensure the orderly and efficient operation of the BAU;
- (c) to represent his/her BAU on University Committees where called upon;
- (d) to oversee the internal administration of the BAU in consultation with members of the BAU;

- (e) to submit to the appropriate Dean in writing, after consultation with other members of the BAU, an estimate of the BAU's budgetary needs for the ensuing year;
- (9) to consult with members of the BAU, and to convey and present the recommendations of the appropriate BAU to the appropriate Dean, for appointments, renewals, promotions, or tenure, in accordance with the provisions of this Agreement;
- (g) to facilitate appropriate student involvement in the affairs of the BAU;
- (h) to assign and schedule teaching and counselling duties in accordance with clause 5:08 of this Agreement;
- (i) to perform such other duties as are specified in this Agreement;
- (j) to act as the designate of the Dean, or his/her delegate, with respect to his/her BAU as specified in this Agreement.

31:03 A faculty member who is appointed as Head or Acting Head, or Director or Acting Director of the Psychological Services Centre during his/her term of office shall:

- (a) receive the appropriate responsibility stipend as set out below:
 - (i) BAU comprised of 1 to 15 full-time faculty members and full-time secretaries and full-time technicians paid out of the operating budget of the BAU (employed more than 24 hours per week) - \$2,500.
 - (ii) BAU comprised of 16 to 24 full-time faculty members and full-time secretaries and full-time technicians paid out of the operating budget of the BAU (employed more than 24 hours per week) - \$3,000.
 - (iii) BAU comprised of 25 or more full-time faculty members and full-time secretaries and full-time technicians paid out of the operating budget of the BAU (employed more than 24 hours per week) - \$3,500.
 - (iv) For the purposes of calculating the above stipends, BAUs employing sessional lecturers shall treat each such member as equivalent to two-thirds (2/3) of a full-time faculty member when calculating the responsibility stipend.
 - (v) Director of Psychological Services Centre - \$2,500.

The responsibility stipend shall cease to be paid when the member ceases to be Head or Acting Head, or Director or Acting Director of the Psychological Services Centre.

- (b) be granted a reduction in teaching load as set out below but not such as to reduce the Head's teaching load below two (2) semester courses per academic year:
 - (i) BAU comprised of 1 to 15 full-time faculty members two (2) semester courses;
 - (ii) BAU comprised of 16 or more full-time faculty members three (3) semester courses.

This schedule applies mutatis mutandis to librarian members 31:05.

31:04 A faculty member who has completed five (5) years as Head shall be eligible to take a sabbatical leave subject to the conditions set forth in Article 17 of this Agreement. However, in consideration of the administrative and related functions performed by the BAU Head during his/her term of office, clause 17:04 (a) shall not apply.

In the interpretation of clause 17:04 (9), the following criteria may also be applied: the renewal of knowledge; the advancement of the applicant's expertise; the re-establishment of collegial contacts; the upgrading of professional skills.

In the event that the applicant does not have the requisite five (5) years of service as Head, then clause 17:04 (a) shall apply.

31:05 A librarian member who is appointed as a Library Department/Section Head, including Acting Library Department/Section Head, shall receive a responsibility stipend.

The responsibility stipend shall be based on the number of people for whom the Library Department/Section Head is administratively responsible:

- (i) 1 to 15 people - \$2,500
- (ii) 16 to 24 people - \$3,000
- (iii) 25 or more people - \$3,500

The personnel for whom the Library Department/Section Head is administratively responsible includes the Head and all librarian members, secretaries, clericals, technicians, library assistants and student employees. The calculation of numbers of said personnel shall be based upon full-time equivalence (F.T.E.).

The responsibility stipend shall cease to be paid when the member ceases to be Head, or Acting Head of the Library Department/Section.

- 31:06 A fund of not less than fifteen thousand dollars (\$15,000) shall be made available by the University for disbursement in each of the years of this Agreement from which grants may be awarded on application from Heads by the Vice-president, Academic in order to meet the cost of work-related projects (including research projects) being, or to be undertaken by the applicant. All applications made under this clause shall be in writing and shall be submitted to the Vice-president, Academic three (3) months before the project commences.

ARTICLE 32 **AMALGAMATION, CONSOLIDATION, MERGER
OR EXPANSION OF THE UNIVERSITY**

- 32:01 In the event of an amalgamation, consolidation, or merger of the University or any of its constituent units or sub-units with any other institution(s), the provisions of the Labour Relations Act of Ontario shall apply.
- 32:02 In the event of an expansion and/or extension of the University by the creation of colleges, schools or other academic units or sub-units offering academic programmes or offering of academic programmes off-campus, the employees therein who are eligible for membership in the bargaining unit shall immediately become members of the bargaining unit and the provisions of this Agreement shall apply to such persons.

ARTICLE 33 **COPIES OF This Agreement**

- 33:01 The University shall provide one (1) written copy of this Agreement to each member.
- 33:02 The University shall bear the cost of production, reproduction and distribution.
- 33:03 When a candidate is selected for an interview, the University shall inform him/her that there is a Collective Agreement in place at the University of Windsor and shall inform the candidate in writing that the Faculty Association may be contacted for information. When an appointment is made by the University, it will provide the new member with a copy of this Agreement at the University's expense.
- 33:04 The University shall provide two hundred (200) additional copies of this Agreement to the Association at cost.

ARTICLE 34

PATENTS

- 34:01 The University encourages the publication of research results, inventions and discoveries, and all other scholarly works in all fields of academic endeavour in a climate of academic freedom and without regard to potential gain from royalties and other such income.
- 34:02 It is recognized that in the interest of most effective development and utilization of an invention, and for the protection of members and the University, it may be advisable to patent an invention developed in a course of research performed at the University.
- 34:03
- (a) The University acknowledges that it has no claim or interest in any invention made by a member without the use of the University's facilities, support personnel, support services, equipment or materials or without encroaching upon University time.
 - (b) However, the Association acknowledges that the University and/or any external organization or individual which has provided funds and/or equipment for the research which leads to an invention by a member have an interest in any invention made by a member which invention is made, developed or discovered using University facilities, support personnel, support services, equipment or materials or encroaching upon University time or with the use of any facilities, equipment, services, or time funded or provided by such external organization or individual.
 - (c) For the purpose of this Article 34, the payment of salary to members, the provision of a normal academic environment in which to work, and the performance of the regular work load shall not be construed as use of the University's facilities, support personnel, support services, equipment or materials or encroaching upon University time.
- 34:04 A member who has made, discovered or developed an invention, improvement or discovery to which clause 34:03 (b) applies, shall have the sole right except when a funding or research agreement has been entered into between the University and an external organization or individual, in which case the member's rights shall be as specified in the funding or research agreement to which the member shall be a party and subject to this Article 34 to decide:
- (a) whether to seek a patent at all or to allow the public free use of his/her invention, improvement or discovery;
 - (b) whether and by what means and on what terms to patent, produce or market the invention, improvement or discovery.

Nothing herein shall obligate the University to expend money or incur other responsibilities except as expressly agreed by the University in this Article **34** or otherwise in writing.

- 34:05** All inventions resulting from research directly funded by the University or under a funding or research agreement are subject to such entitlement as shall be specified by written agreement between the University and/or external funding organization or individual and the member who is the recipient of research funds, but the economic return to the member in the case of university-provided funds shall be no less than that specified in clause **34:10** and where the funds are provided by an external funding organization or individual shall be as specified in the funding or research agreement.
- 34:06** A member shall notify the University in writing of any and all applications by him/her for letters patent in any and all countries at least thirty (30) days prior to the filing of such application. If this would endanger the timely application for letters patent, the member shall either notify the University in writing prior to the filing of the application or notify the University by telegram concurrently with the filing of the application whichever can be done earlier. Nothing in this clause **34:06** shall be deemed to remove any rights the University may have with respect to such patent.
- 34:07** The University shall be deemed to have and the member shall grant to the University a non-exclusive, royalty-free, irrevocable, indivisible and non-transferable right to use solely for the University's internal use any patented invention when such invention was made, discovered or developed using University facilities, support personnel, support services, equipment or materials or encroaching upon University time. Such right shall not include the right to commercially exploit any such invention or to license anyone so to do except as provided in this Article 34.
- 34:08** Where a member has decided to patent, produce or market, at his/her own expense, an invention, improvement or discovery to which clause 34:03 (b) applies, before an application for a patent is filed by the member he/she shall negotiate an agreement with the University which agreement shall include provisions addressed to the following issues:
- (a) the terms on which the University shall assign all its rights, title and interest in the invention to the member;
 - (b) the value of the University's facilities, support personnel, support services, equipment or material or time encroachment by the member involved in the making, discovery or development of the invention, improvement or discovery;

- (c) how and when the University shall receive the amount of the value as agreed in clause 34:08 (b) and the terms of any security or lien which the University shall take to secure the receipt of such amount; and
- (d) any other matter which is appropriate in the circumstances,

34:09 For the purposes of clause 34:08 the member shall initiate a request in writing to the office of the Vice-president, Academic, that the University conclude this Agreement referred to in clause 34:08. The Vice-president, Academic, or his/her delegate, shall within ten (10) days of the receipt of the request in writing communicate, by notice in writing delivered to the member, the University's willingness to enter into negotiation and the name of the negotiator(s) for the University. The member at his/her discretion may appoint a negotiator(s) or represent himself/herself in the negotiation. If the Vice-president, Academic fails to communicate in writing the University's willingness to negotiate within ten (10) days, or, if after receiving the reply of the Vice-president, Academic, or his/her delegate, the parties to the negotiation fail to reach agreement within thirty (30) days of a written demand to start negotiations delivered by the member to the Vice-president, Academic, the member or the University may submit the issue to arbitration under Article 39 without reference to the grievance stages, and the arbitrator shall be charged to determine the appropriate terms of this Agreement consistent with the principles expressed in this Article 34. The arbitrator may not assign to the University any costs involved in any assignment or render the University liable in any way as a guarantor or otherwise of the said patent, invention, improvement or discovery.

34:10 Where a member decides that he/she will not patent, produce or market an invention, improvement or discovery at his/her own expense but consents to the University patenting, producing or marketing the invention, before an application for patent is filed by the University, the University shall negotiate an agreement with the member. This Agreement shall provide that the member shall assign all his/her right, title and interest in the invention, improvement or discovery to the University, subject to the University and member sharing equally in the net income derived by the University from the commercial exploitation of the said invention, improvement or discovery after payment of all fees and expenses incurred by the University in the application for patent, and all other expenses incurred in the commercial exploitation of the said invention, improvement or discovery. However, if the University decides, with the consent of the inventor, to assign the prosecution of the patent application and the commercial exploitation thereof to an outside agency such as Canadian Patents and Development Limited (CPDL), thereby incurring no responsibilities or liabilities or any cost legal or otherwise in prosecuting the patent application, or commercially exploiting the invention, the income returned to the University by the agency under the terms of the then current agreement shall be shared by the faculty member receiving from fifty-five percent (55%) to seventy percent (70%) of such income, the lower amount where the use of University facilities,

support services, personnel or time encroachment was substantial, and the higher amount where such use or encroachment was small. Nothing herein shall obligate the University to expend money or incur other responsibilities except as expressly agreed by the University in this Article 34 or otherwise in writing.

- 34:11 The name of the University shall not be used in connection with inventions, improvements or discoveries without the prior written agreement of the University although nothing shall prevent the member from stating his employment, rank and title in connection with such inventions. Such statement shall not in any way imply approval, promotion or use of the invention, improvement or discovery by the University and, further, such statement shall be qualified so as not in any way to tend to expose the University to liability in law arising out of or relating to the invention, improvement or discovery.
- 34:12 Notwithstanding the provisions of clause 34:10, a member, after obtaining written authorization from the President of the Faculty Association, may negotiate an income allocation agreement with the University that is outside the guidelines specified therein. Any such agreement shall not serve as a precedent.

ARTICLE 35

COPYRIGHT

- 35:01 The University acknowledges that it has no interest in and makes no claim to any copyrights in any works authored by a member save and except when such work was made, prepared, produced, authored or otherwise developed by a member involving the use of direct University funding or the use of the University production facilities as defined in clause 35:02 (e), including personnel, equipment and material free of charge or substantially below commercial rates, the University has rights as licensee in accordance with the provisions of this Article 35. The Association acknowledges that its members have no interest in and make no claim to copyright in any official reports, correspondence, grades, assessments or similar material produced pursuant to the normal administrative duties of a member within the University.
- 35:02 For the purposes of this Article:
- (a) The word "copyright" shall be read and understood as used in the context of the Copyright Act of Canada and means the sole right to produce or reproduce the work or any Substantial **part** thereof in any material form whatever, to perform, or in the case of a lecture to deliver, the work or any substantial part thereof in public or, if the work is unpublished, to publish the work or any substantial part thereof.

- (b) The words "author" and "work" shall be read and understood as used in the context of the Copyright Act of Canada.
- (c) The words "recorded work" shall mean all finished recordings made on magnetic tape, film, phonograph record, kinescope, plate, computer disk, CD-ROM, mainframe computer file or other recording medium. However, articles, books, class notes, class syllabi and bibliographies shall not be read or understood as recorded work.
- (d) The payment of Normal Salary to the member shall not constitute direct University funding unless agreed otherwise by the member in writing.
- (e) University production facilities means equipment, computers, software or materials which are:
 - (i) provided by the University for use by members in carrying out their responsibilities as teachers and/or scholar researchers; and
 - (ii) used by a member carrying out the abovementioned responsibilities, in the making, preparation, production or development of any recorded work (s) in respect of which the member wishes to assert his/her rights as owner of the copyright therein. However, the use by a member of normally available word processing, spread sheet, database, communication, or analysis, application software installed on normally available computer facilities owned by the University, shall not constitute the use of University production facilities.
- (9) The casual use by a member of computer based resources owned by the University shall not constitute the use of the University production facilities.
- (g) A member shall not accept nor be offered by the University direct University funding or the use of the said University production facilities, including material free of charge or substantially below commercial rates, until they have written a letter, signed by the member and delivered to the Vice-president, Academic or his/her delegate stating that they have read and understand the provisions of this Article 35. A copy of the said letter shall be sent to the Association forthwith by the member.

Recorded Works and License for the Use

- 35:03 The parties agree that, in the case of recorded works made, prepared, produced, authored or otherwise developed by a member involving the use of direct University funding or the use of the said University production facilities, including material free of charge or substantially below commercial rates, the University shall have the right to the free internal use of the work for the educational and instructional purposes of the University and the University shall be deemed to be a licensee of the member for this purpose. The rights of the University shall include the right, at the University's expense, to make copies of

recorded works for the internal use of the University as set out in this clause 35:03. Nothing in this clause 35:03 shall be construed as a waiver of any copyright by the member who owns the copyright or as permission to the University or to any agent of the University to broadcast, diffuse or rediffuse the work to the general public (i.e., the University shall not broadcast to an audience not principally composed of faculty, students and staff of the University or other restricted audience in the course of internal use) other than as provided in this Article 35.

35:04 Where a member owns copyright in a recorded work made, prepared, produced, authored or otherwise developed by a member involving direct University funding or the use of the said University production facilities, including material free of charge or substantially below commercial rates:

- (a) The license for free internal use of the work for the educational and instructional purposes of the University given to the University under clause 35:03 shall, in the absence of a written agreement to the contrary, cease one (1) year after the termination of the employment of the member at the University or five (5) years from the date of completion of the work, whichever duration is less. However if the work has been amended in pursuance of Article 35:12 by the member who owns copyright the aforementioned license shall, in the absence of any further written agreement, continue for a period of five (5) years from the date of such amendment, provided such amendment is made during the existence of the aforementioned license. In the case of layoff of the member from the University the license granted to the University pursuant to this clause 35:04 (a) shall cease on the date of the said layoff. A member may grant a further license to the University upon terms and conditions to be mutually agreed.
- (b) A member who no longer owns copyright or shares copyright with one or more persons, or with respect to which there is some impediment or business arrangement which denies to the member the absolute right to comply with the intent herein, agrees to make every effort lawfully to comply with the provisions of clause 35:04 (a).
- (c) The member(s) who owns copyright on completion of a recorded work for which the University has provided direct University funding or the use of the said University production facilities, including material free of charge or at a rate substantially below local commercial rates, shall write the Vice-President, Academic or his/her delegate to inform him/her of the completion of the work. The Vice-president, Academic or his/her delegate shall reply within sixty (60) days stating whether or not the University wishes to exercise its option to secure a copy or obtain a license in accordance with the provisions of clause 35:03. If the Vice-president, Academic or his/her delegate replies that the University does not wish to exercise these rights or if the Vice-president, Academic, or his/her delegate fails to answer within sixty (60) days, it shall be understood that

the University has abandoned any right to secure a copy or obtain a license. If the member who owns copyright fails to notify the University as required, then the University maintains its rights under this Article until such a letter is written by the member(s) to the Vice-president, Academic or his/her delegate and has been disposed of in accordance with the provisions of this Article.

Rights of Members to Edit, Erase or Remake All or Part of Recorded Work

35:05 A member who owns copyright in a recorded work which is made, prepared, produced, authored or otherwise developed by the member involving the use of direct University funding or the use of the said University production facilities, including material free of charge or substantially below commercial rates shall have the right to view the recorded work when completed and to exercise the copyright by requiring the editing or erasure of any part of such material in which the member owns copyright and has the right, subject to the approval of the Dean or his/her designate, to remake such part. Such editing and erasing shall not be exercised arbitrarily but only for good artistic or educational reason. In the case of disagreement with regard to the reasons for editing or erasing recorded work the member or the University may submit the issue to adjudication by an individual experienced in such matters mutually agreed upon by the University and the Faculty Association.

35:06 In the event that a member who owns copyright has not, within thirty (30) working days after the completion of the recorded work, notified the Dean or his/her designate that he/she wishes to exercise his/her rights under the clause 35:05, the member shall be deemed to have waived his/her rights to edit, erase or remake as set out in clause 35:05. However, nothing in this clause 35:06 derogates from the provisions contained in clauses 35:10 to 35:12 inclusive. For the purposes of this Article 35, a work shall be deemed to be completed on the date when the recorded work has been put in its final form and is available to the member who owns copyright. The said member shall be informed by the University in writing when the recorded work is available.

Recorded Work and License for External Use

35:07 Where a member owns copyright in a recorded work made, prepared, produced, authored or otherwise developed by a member involving direct University funding or the use of the said University production facilities including material free of charge or substantially below commercial rates:

- (a) The member shall grant to the University a license, that includes the right to grant others the right, to use the work externally for a term of five (5) years from the date of completion of the work. However, if the work has been amended in pursuance of Article 35:12 during the existence of said license by the member who owns copyright, the aforementioned license shall, in the absence of any further written agreement, continue for a period of five (5) years from the date of such amendment.

- (b) The member shall either directly or through the agency of the Association establish by written agreement with the University the fee or royalty to be charged for use of the recorded work for external purposes by the University or others. The said agreement shall provide that the member shall formally grant to the University the license referred to in clause 35:07 (a), and this Agreement shall also set out the fee or royalty for the use of the recorded work for external purposes by the University or by others. The said agreement shall also include a budget statement that includes all estimated costs associated with the preparation, production, authoring and/or creation of the recorded work in question. The fee or royalty for the use of the recorded work by the University and the fee or royalty which the University shall charge others for the external use of the recorded work shall be established by negotiation between the University and the member. If the parties to the negotiation fail to reach agreement, with respect to the fee or royalty for the external use of the recorded work by the University and/or the fee or royalty which the University shall charge others for the external use of the recorded work, within thirty (30) days of the reply the Vice-president, Academic or his/her delegate pursuant to clause 35:07 (e), the member or the University may submit the issue to adjudication by an individual experienced in such matters mutually agreed upon by the University and the Faculty Association.
- (c) The member, if the license granted to the University pursuant to clause 35:07 (a), is not exclusive, shall not grant any other licenses at fees or royalties less than those determined in clause 35:07 (b).
- (d) The member may waive any fee, royalty or other payment provided that such waiver shall be in writing and shall be limited to the occasion and the user or users specified in the said writing, and that a copy be provided to the Association.
- (e) The member(s) owning copyright on completion of a recorded work for which the university has provided direct University funding or the use of the said University production facilities, including material free of charge or substantially below local commercial rates, shall write the Vice-President, Academic or his/her delegate to inform him/her of the completion of the work. The Vice-president, Academic or his/her delegate shall reply within sixty (60) days stating whether or not the University wishes to exercise its option to secure a copy of the work and whether or not it wishes the license to exploit the work in accordance with the provisions of clause 35:07 (a). If the Vice-president, Academic or his/her delegate replies that the University does not wish to exercise these rights or if the Vice-president, Academic or his/her delegate fails to answer within sixty (60) days, it shall be understood that the University has abandoned any right to secure a copy or obtain a license. If the copyright owner fails to notify the University as required then the University maintains its rights under this Article until such a letter is written by the member(s) to the Vice-President, Academic or his/her delegate and has been disposed of in

accordance with the provisions of this Article.

- (f) The University shall not loan or transfer a copy of the recorded work, nor allow any agent to loan or to transfer such a copy to any third party outside the University without written permission from the member(s) who own(s) the copyright(s) or from any agency duly appointed by the member(s) to represent his/her interests. A copy of such permission shall be sent by the University to the Association within thirty (30) days of receipt by the University.
- (g) Any fees or royalties or other gross income received as a consequence of the exploitation of the recorded work by the University pursuant to this clause 35:07 shall be distributed fifty percent (50%) thereof to the member and fifty percent (50%) thereof to the University, unless otherwise mutually agreed to by the member and the University.

35:08 The University shall not unreasonably restrain the external exploitation of copyright works and shall use its reasonable best efforts to promote the external commercial exploitation of recorded works falling under the provisions of clause 35:07 in the period(s) for which the University has a license under clause 35:07(a).

Sale or Assignment by a Member of Recorded Work

35:09 Where a member owns the copyright in a work in which the University has subsisting rights to use internally as set out in clauses 35:03 and 35:04 or rights to use externally as set out in clause 35:07 and the member wishes to dispose of his/her copyright by assignment, the member shall as a condition precedent to his/her right to assign:

- (a) adequately protect the University's subsisting rights to use the work internally as set out in clauses 35:03 and 35:04, and
- (b) adequately protect the University's subsisting rights to use the recorded work externally as set out in clause 35:07.

The member may request in writing the Vice-president, Academic to waive such requirements for protecting the University's subsisting rights and the University may dispense with either or both of the requirements at its discretion. In the event that the Vice-president, Academic or his/her delegate has not replied in writing delivered to the member within thirty (30) days of the receipt by the Office of the Vice-president, Academic of the written request of the member, the member shall be deemed to have received the waiver requested.

Storage, Erasure and Withdrawal of Recorded Work

- 35:10 The University shall retain possession of every recorded work transferred to it pursuant to this Article 35 in which the copyright is owned by a member and shall exercise reasonable care to ensure that any such recorded work is not erased, amended or edited without complying with the provisions of clauses 35:05 and 35:06.
- 35:11 No recorded work in which a member owns copyright shall be erased by the University without thirty (30) days prior notice of the intended erasure being given to the member, such notice to be given in writing and delivered to the member at his/her last address known to the Department of Human Resources of the University. Erasure is not contingent on acknowledgement or approval by the member, notice being solely to provide the opportunity before erasure for the member owning copyright in the recorded work to obtain copies of the work at his/her own expense.
- 35:12 A member who alone owns the copyright in a recorded work in which the University has subsisting rights under clauses 35:03, 35:04 and 35:07, and who believes his/her work to have become unsatisfactory for a proposed use due to dating or unsuitability, may require the recorded work to be amended or may require its use to be withheld, but a member may not require such amendments or withholding within two (2) years of the delivery of the recorded work to the University unless otherwise mutually agreed by the member and the University. In the case of more than one member owning the copyright in a recorded work in which the University has subsisting rights under clauses 35:03, 35:04 and 35:07, all owners of copyright in the recorded work must agree to require amendment or withholding under this clause 35:12. However, if the part of the recorded work in which a member owns copyright is severable as set out in clauses 35:13 to 35:15 inclusive, the member may require the amendment or withholding pursuant to this clause 35:12 of that part of the recorded work in which he/she alone owns the copyright. The member or the University may submit any dispute arising under this clause 35:12 to adjudication by an individual experienced in such matters mutually agreed upon by the University and the Faculty Association.

Severability of Recorded Work

- 35:13 Where more than one member owns a copyright in a recorded work in which the University has subsisting rights under clauses 35:03, 35:04 and 35:07, each copyright owner may exercise his/her rights with respect to the part of the recorded work in which the member owns the copyright if his/her part is severable from the rest of the recorded work.

- 35:14 A part is severable for the purposes of clause 35:13 if it could be erased without substantially diminishing the value of the remaining part or parts of the recorded work, or if it would be reasonably practicable to replace the part in the recorded work.
- 35:15 Where a recorded work includes non-severable parts in which copyright is owned by different persons and in which the University has subsisting rights under clauses 35:03, 35:04 and 35:07, any reference in this Article to rights of the owner of the copyright or to permission of the owner of the copyright shall be deemed to mean the unanimous permission of all such persons.

Use of University Production Facilities

- 35:16 Where the making, preparation, production or development of any recorded work requires the use of the said University production facilities, including material free of charge or substantially below commercial rates, such use shall be requisitioned in accordance with the forms developed by the University from time to time, if such forms do not violate or abridge this Agreement. Any sections of the forms which may violate or abridge this Agreement shall be deemed null and void.

ARTICLE 36

PATENTS AND COPYRIGHT

- 36:01 The provisions contained in this Article 36 shall be applicable to both Article 34 and Article 35.
- 36:02 The University shall not enter into any agreement to subcontract the services of any member of the bargaining unit to any third party whatsoever for the purposes of the writing, editing, or production of recorded works or any consultation pertaining thereto without securing to the members of the bargaining unit all the rights, privileges and benefits accorded to them in Articles 34 and 35. If the University violates this clause 36:02, this Agreement to subcontract shall not apply to members of the bargaining unit unless there is an agreement in writing between the University and the Association to waive this clause 36:02.
- 36:03 A member may waive any fee or royalty to which he/she may be entitled under Articles 34 and 35. Any such waiver shall be in writing and shall be limited to the occasion and the user specified in the said writing. A copy of the waiver shall be provided to the Association.

- 36:04 Any time prescribed by Article 34 or 35 may be enlarged or abridged by written consent of the member concerned and the written consent of the University.
- 36:05 When any document or other material is required by Article 34 or 35 to be delivered it shall be deemed to be delivered as required when sent by registered mail addressed to the appropriate recipient or when delivered to the appropriate recipient personally. Where sent by registered mail, the date of delivery shall be the date of registration.
- 36:06 Unless otherwise mutually agreed to by the member and the University, when a member or former member dies, his/her estate, heirs and beneficiaries shall retain all his/her rights and responsibilities under Articles 35 and 36.

ARTICLE 37 **NOTICES AND OFFICIAL CORRESPONDENCE**
PURSUANT TO AGREEMENT

- 37:01 Except where otherwise expressly provided, notices required to be given under the provisions of this Agreement shall be in writing and shall be sufficient if sent by registered mail addressed to the appropriate recipient or if delivered to the appropriate recipient personally.
- 37:02 Notices to and official correspondence with the University shall be addressed to the attention of the Vice-president, Academic, or his/her delegate. Notices to and official correspondence with the Association shall be addressed to the attention of the President of the Association or his/her delegate.

ARTICLE 38 **INFORMATION**

- 38:01 For the purposes of this Article 38, the Board of Governors shall provide the following information for each member in an electronic format to the Association as recorded in the University Human Resources Information System:
- (a) surname, second initial, first name, sex, birth date, immigration status, University start date, appointment type, principal BAU, secondary BAU(s), rank, leave of absence, Normal Salary, overload amount, administrative stipend amount, administrative title, annual dues, home address, year of first degree, year of highest degree, highest degree, pension plan start date, normal retirement date, actual retirement date and resignation date. Said information shall be provided on or about July 15, November 1, and January 30, in two compilations as follows:

- (i) all listed data with the exception of salary data will be supplied to the Faculty Association; and
 - (ii) all of the listed data which will be supplied to the individual designated by the Faculty Association to receive and hold in confidence confidential salary information concerning members;
 - (b) a list of names of members leaving and re-entering the bargaining unit within thirty (30) days of their leaving or re-entry;
 - (c) a current copy of the University Retirement Plan, Actuarial Report on the University Retirement Plan, Long Term Disability Insurance Plan and any other fringe benefit Plans;
 - (d) a copy of the annual audited financial statements of the University as approved by the Board of Governors;
 - (e) a list of names of all sessional member appointments, a list of names of non-member sessionals shown by Department or equivalent identifier, a list of courses to be taught by each such appointment. These lists shall be provided to the Faculty Association June 1, August 1, October 1 and February 1;
 - (f) if not provided in the annual audited financial statement of the University, a summary of the total salary expenditures incurred by the University for all members of the Faculty Association bargaining unit;
 - (g) for the purposes of this Article 38, the President of the Faculty Association shall designate in writing to the Vice-president, Academic a person who is authorized to receive salary information of the membership, subject to clause 27:06.
- 38:02 The Association shall provide to the University a current copy of the Constitution of the Association and a current list of the executive officers of the Association.
- 38:03 The Board of Governors shall provide the Faculty Association with a list of successful applicants for sabbatical and with the number of sabbatical denials by December 15 of the academic year preceding the year for which the leave has been requested.
- 38:04 The University undertakes to provide to each new member, as soon as practicable after the inception of his/her employment with the University, a comprehensive pamphlet or pamphlets setting out in detail the particulars of all of the University's fringe benefit Plans.

38:05 The University undertakes to cooperate with University and governmental bodies by providing, within a reasonable time, information as may be appropriately required from time to time.

38:06 The Board of Governors recognizes the right of the Faculty Association to tax its members for dues in accordance with their Constitution and By-laws and agrees to provide to the Association the information necessary for the purpose of such assessment on the basis of a mill rate.

The Faculty Association agrees to provide to the Board of Governors the official minutes of the meeting of the Association at which its members approved of the mill rate principle for the assessment and collection of membership dues. The Faculty Association shall provide to the Board of Governors as well a copy of its amended Constitution.

ARTICLE 39 **GRIEVANCE AND ARBITRATION PROCEDURE**

39:01 The parties agree that they will use their best efforts to encourage informal, amicable and prompt settlement of complaints and grievances arising from the interpretation, application, administration or alleged violation(s) of this Agreement. However, the parties recognize that one of the cornerstones of collective bargaining is a viable grievance procedure allowing for a prompt and fair hearing of matters arising from the interpretation, application, administration or alleged violation(s) of this Agreement. Except as otherwise provided in this Agreement, the procedures outlined below shall be the sole method for the resolution of complaints or grievances arising from the interpretation, application, administration or alleged violation(s) of this Agreement.

39:02 A representative of the Faculty Association shall have the right to be present at all steps of the grievance procedure and to represent the grievor at all steps. Notwithstanding the preceding, however, only the Association and the University shall have the right to proceed with grievances beyond step 1.

39:03 The parties shall be bound by and shall promptly implement all decisions arrived at under the procedures described in this Article 39.

39:04 All communications required by this Article 39 to be in writing shall be delivered personally or by registered mail.

39:05 Types of Grievances:

- (a) Individual Grievance - a grievance by a member, who is solely affected, that the terms and conditions of this Agreement have been violated, misapplied or misinterpreted. The grievance may be initiated by the member or by the Association.
- (b) Group Grievance - a grievance by more than four **(4)** members who are affected, that the terms and conditions of this Agreement have been violated, misapplied or misinterpreted. A group grievance shall involve more than four **(4)** members and may be initiated by the Association at step 2 or 3. The members involved in the grievance shall be listed on the grievance form.
- (c) Policy Grievance - a grievance arising directly between the Association and the University concerning the interpretation, application, administration or violation of the provisions of this Agreement which has implications generally for Association members. The grievance may, but need not relate to an actual dispute involving an individual member or group of members. Nothing in the Article shall be deemed to preclude the Association from initiating, as a Policy grievance, a grievance which is also the subject of an individual grievance or a group grievance, nor shall the initiation of a Policy grievance preclude such individual or group grievances which are approved by the Association. The Association shall have the right to bring grievances to the University at step 3.
- (d) University Grievance - the University shall have the right to bring grievance(s) against groups of members commencing at step 3 and against an individual member commencing at step 1.

39:06 The grievance procedure shall be as follows:

STEP I

Any complaint may be presented orally and discussed informally between the grievor and his/her Department Head, or in a non-departmentalized Faculty, with the Dean; for a librarian member, with the Associate Librarian or Law Librarian, as applicable. The grievor may request a representative of the Faculty Association to be present at this meeting. Such complaint shall be discussed within fourteen (14) working days of the occurrence of the incident or the date when grounds for a grievance were known or should reasonably have been known by the grievor. In the event the complaint is not satisfactorily resolved at step 1 within ten (10) working days of the informal discussion, the grievor shall present a formal grievance in writing to the Faculty Association. The Faculty Association, after approval of the said grievance, shall forward a copy to the Dean, University or Law Librarian as applicable upon receipt of the grievance.

STEP 2

The Dean, (University or Law Librarian, as applicable) shall meet with the grievor and his/her Association representative no later than ten (10) working days after receipt of the written grievance. Every reasonable attempt shall be made to resolve the grievance. In the event a settlement is reached at the meeting, it shall be immediately put to writing and signed by the Dean (or University or Law Librarian, as applicable) and the Faculty Association. If no resolution is reached at the meeting, the Faculty Association may forward a copy of the grievance to the Vice-president, Academic within ten (10) working days of the said meeting.

STEP 3

The Vice-President, Academic, or his/her delegate, shall meet with the President of the Association, or his/her delegate, within ten (10) working days of receipt of the grievance. Every effort shall be made to resolve the grievance. The Vice-President, Academic shall provide a written response stating the disposition of the grievance within seven (7) working days of such meeting to the Faculty Association, with a copy to the grievor.

- 39:07 The identity of the member(s) who file individual and group grievances shall be kept confidential by the Vice-President, Academic, Deans, Department Heads, the Faculty Association and by those to whom it is necessary to communicate this information for the purposes of resolving said grievances.
- 39:08 Any recommendation for the resolution of a grievance by a BAU Head or other member of the bargaining unit shall have no force and effect unless and until ratified in writing by the Dean, the University Librarian or the Law Librarian as the case may be.
- 39:09 The University undertakes to supply to the President of the Association a current list of delegates authorized to act for the Deans, the University Librarian, the Law Librarian or the Vice-president, Academic.
- 39:10 Should the grievance against the University involve a decision at Step 2, such grievance shall be commenced at Step 3; should the grievance against the University involve a decision at Step 1, such grievance shall be commenced at Step 2; grievance(s) contemplated by clauses 13:07 and 13:21 of this Agreement shall proceed directly to arbitration.

39:11 Should a grievance arise directly between the University and the Association, such grievance shall be commenced at Step 3.

39:12 The Association shall have the right to bring grievance(s) on behalf of groups of members commencing at Step 3; the University shall have the right to bring grievance(s) against groups of members commencing at Step 3 and against an individual member commencing at Step 1; nothing in this clause 39:12 shall preclude informal discussion prior to the lodging of the written grievance at Step 3.

Exclusions from the Grievance Procedure

39:13 The grievance and arbitration procedures under this Article shall not be available for resolution of disputes exclusively concerned with:

- (a) dismissal for just cause under Article 29 of this Agreement;
- (b) promotion, tenure and renewal of contract except as expressly provided in clauses 13:07 and 13:21 of this Agreement;
- (c) financial exigency, except as expressly provided under Articles 15 and 16 of this Agreement.

Arbitration

39:14 (a) Except for the grievance(s) referred to specifically in clause 39:13, where a grievance is not resolved to the satisfaction of both parties at Step 3, the Association or the University may, within fourteen (14) working days of receipt of the report of the Vice-president, Academic, or his/her delegate, serve notice that it intends to proceed to arbitration by a single arbitrator as hereinafter provided for in this clause 39:14.

(b) The parties hereby authorize and appoint the following persons to serve as a panel of six (6) arbitrators on a rotating basis for the duration of this Agreement:

1. Bernard Adell
2. Gail Brent
3. Ken Swan
4. Paula Knopf
5. Joe Roach
6. Don Carter

Each of the foregoing arbitrators shall serve singly in the order listed. If he/she is not available within a reasonable period of time, but in any event not to exceed one (1) month, the next arbitrator in order shall be selected and so on

until one of the arbitrators is available. For the next arbitration thereafter the arbitrator who is listed after the arbitrator last selected shall be next in line. By mutual consent, however, any one may be selected out of turn. If in any case none of the arbitrators is available within a reasonable time, but in any event not to exceed one (1) month, another arbitrator may be selected by mutual consent. If such selection has not been made within seven (7) days, either party may request the Minister of Labour for Ontario to make the appointment.

- (c) The arbitrator shall hear and determine the grievance and shall issue a decision and the decision is final and binding upon the parties and upon any member affected by it. The arbitrator shall have jurisdiction to award such remedy or remedies as he/she may deem to be appropriate except the award of costs against either party, but shall not have jurisdiction to amend or add to any of the provisions of this Agreement, to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms of this Agreement. However, the arbitrator shall not be barred from hearing a grievance and rendering an award on the basis of a technical irregularity.
- (d) The appropriate arbitration provision of the Labour Relations Act of Ontario shall be deemed to apply to the time for taking any step in this clause 39:14.
- (e) Each of the parties to the arbitration shall share the fees and expenses of the arbitrator equally.

Arbitration Board

- 39:15 (a) In the event that a grievance arising from denial of tenure on the grounds set out in clause 13:07 is not resolved, the Association may within fourteen (14) days of notice of the recommendation of the President to the grievor or within fourteen (14) days of the date the grievor becomes aware of the failure of the President to make a recommendation serve written notice to the University that it intends to proceed to arbitration and such notice shall contain the name of its appointee to the arbitration board. The recipient of the said notice shall, within fourteen (14) days of the receipt of the notice of the other party that it intends to proceed to arbitration, notify in writing such other party of its appointee to the arbitration board. The respective appointees shall, within a further fourteen (14) days, select a third appointee to the arbitration board who shall act as Chairperson and who shall be chosen from among the following:
- 1. Bernard Adell
 - 2. Gail Brent
 - 3. Ken Swan
 - 4. Paula Knopf
 - 5. Joe Roach
 - 6. Don Carter

Each of the foregoing persons shall serve as Chairperson of the arbitration board in the order listed. If he/she is not available within a reasonable period of time, but in any event not to exceed one (1) month, the next person in order shall be selected and so on until one (1) of the persons is available. For the next arbitration thereafter the person who is listed after the Chairperson last selected shall be next in line. By mutual consent, however, any one may be selected out of turn. If in any case none of the persons is available within a reasonable time, but in any event not to exceed one (1) month, another person may be selected to serve as Chairperson by mutual consent. If such selection has not been made within fourteen **(14)** days, either party may request the Minister of Labour for Ontario to make the appointment.

- (b) The arbitration board shall hear and determine the grievance and shall issue a decision and the decision is final and binding upon the parties and upon any member affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the Chairperson governs. The arbitration board shall have jurisdiction to award such remedy or remedies as it may deem to be appropriate, except the award of costs to either party, but shall not have jurisdiction to amend or add to any of the provisions of this Agreement, to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms of this Agreement. However, the arbitration board shall not be barred from hearing a grievance and rendering an award on the basis of a technical irregularity.
- (c) The appropriate arbitration provision of the Labour Relations Act of Ontario shall be deemed to apply to the time for taking any step in this clause 39:15.
- (d) Each of the parties to the arbitration shall pay the fees and expenses of his/her or its nominee and shall share the fees and expenses of the Chairperson equally.

39:16 Notwithstanding anything in this Article 39 to the contrary, the University and the Association may agree at any time in respect of any grievance which is submitted to arbitration to have the grievance arbitrated either by a single arbitrator in which case clause 39:14 applies or by an arbitration board in which case clause 39:15 applies.

ARTICLE 40 **APPOINTMENT OF DIRECTORS OF SCHOOLS**
AND DEPARTMENT HEADS

40:01 In accordance with Section 21(1) (c) of the University of Windsor Act, the Board of Governors shall continue to have the power to appoint and remove on the recommendation of the President, the Directors of Schools and the Heads of academic Departments and divisions of the University. All such appointments made by the Board of Governors shall be made in accordance with the rules and regulations, with respect to qualifications for appointment, as may from time to time be adopted by the Senate, and the President shall, before making such recommendations for appointment, consult with the appropriate committee of the Senate regarding such appointments.

ARTICLE 41 **APPOINTMENT OF UNIVERSITY LIBRARIAN,**
LAW LIBRARIAN AND ASSOCIATE UNIVERSITY LIBRARIAN

41:01 (a) The appointment of the University Librarian and the Law Librarian shall be made by the Board of Governors on the recommendation of the President who shall first consult a Librarian Appointment Committee composed of three (3) representatives appointed by the President to include the Vice-President, Academic who shall be Chairperson and three (3) librarian members elected by and from the librarian members. In addition, the Committee shall include a non-voting employment equity/procedures assessor. The procedure for the Appointment of Deans of Undepartmentalized Faculties shall apply mutatis mutandis.

(b) The appointment of the Associate University Librarian shall be made by the Board of Governors on the recommendation of the President who shall first consult a Librarian Appointment Committee composed of the University Librarian who shall be Chairperson, two (2) representatives appointed by the President, and three (3) librarian members elected by and from the University Library librarian members. In addition, the Committee shall include a non-voting employment equity/procedures assessor. The procedure for the appointment of Associate Deans shall apply mutatis mutandis.

41:02 The term of appointment of the University Librarian, the Law Librarian and Associate University Librarian shall be as determined by the Board of Governors on the recommendation of the President.

41:03 An Acting University Librarian, Acting Law Librarian or Acting Associate Librarian may be appointed by the Board of Governors on the recommendation of the President in the absence of or pending the appointment of a University Librarian, Law Librarian or Associate Librarian, but such appointment shall not exceed a maximum of one (1) year.

41:04 The Librarian Appointment Committees shall consider applications and/or nominations by librarian members as well as applications and/or nominations received from other sources.

41:05 The provisions of Article 30 shall apply to an appointment under this Article 41.

ARTICLE 42 **APPOINTMENT OF**
VICE-PRESIDENT, ACADEMIC AND DEANS

42:01 In accordance with Section 21(1)(c) of the University of Windsor Act, the Board of Governors shall continue to have the power to appoint and remove on the recommendation of the President, the Vice-president, Academic, the Deans, Associate and Assistant Deans of the Faculties of the University. All such appointments made by the Board of Governors shall be made in accordance with the rules and regulations, with respect to qualifications for appointment, as may from time to time be adopted by the Senate, and the President shall, before making such recommendations for appointment, consult with the appropriate committee of the Senate regarding such appointments.

ARTICLE 43 **RIGHTS AND RESPONSIBILITIES OF EXCLUDED**
PERSONS ON TERMINATION OF APPOINTMENT

43:01 The Association recognizes that a member of the Board of Governors, President, Vice-president, Dean or other person who is excluded by law or agreement from the bargaining unit by virtue of holding such an appointment and who would otherwise fall within the scope of the bargaining unit shall, at the termination of such appointment, automatically become a member of the bargaining unit with all of the rights and responsibilities attendant thereto as if he/she had been a member continuously throughout the duration of such appointment.

43:02 An excluded person shall continue in the Faculty, Department or School or Library in which he/she holds an academic appointment without displacing a full-time member.

43:03 For purposes of determining the salary scale and progress-through-the-rank increments of a former Dean on his/her re-entry into the bargaining unit as a faculty member, the Normal Salary shall be his/her salary as at the last day of his/her term as Dean minus the decanal stipend specified in the annual letter of reappointment and paid as a responsibility allowance which ceases to be paid on the termination of the decanal responsibilities.

ARTICLE 44

UNIVERSITY ATHLETIC FACILITIES

- 4:01 The University shall continue to permit members, their spouses, dependents and occasional guests to utilize University Athletic Facilities free of charge for non-instructional recreational purposes in accordance with the rules and regulations established and posted by the University from time to time.

ARTICLE 45

PUBLIC LIABILITY INSURANCE

- 45:01 Subject to the express provisions of the current policy(ies) of insurance providing such coverage, the University shall continue to maintain the present Public Liability Insurance insuring, among others, members who are acting within the scope of their employment, against liability claims, (including property damage, personal injury, libel and slander) up to a limit of one million dollars (\$1,000,000).

ARTICLE 46

VACATIONS AND HOLIDAYS FOR MEMBERS

- 46:01 During each year of employment, a faculty member shall be entitled to one (1) month's vacation unless the period of employment during the employment year is less than the full year in which case the vacation entitlement shall be prorated. Payment for vacation entitlement is included in the annual salary of each member.

- 46:02 (a) For purposes of calculating vacation entitlement, an employment year **shall** be deemed to be July 1 to the subsequent June 30. In each year of employment, a librarian member shall be entitled to take twenty-two (22) working days, unless the period of employment is less than the full year, in which case the vacation entitlement shall be prorated. On July 1 of each year, if a member has completed twenty (20) years of employment, the member shall be entitled to twenty-five (25) working days vacation.

- (b) Vacation entitlement is not cumulative, except that a librarian member subject to sub-clause (c) of this clause, may take his/her vacation prior to December 31 following the end of the employment year in which the vacation has been earned.

- (c) The said vacation shall be arranged at a mutually agreed time to ensure the uninterrupted continuation and quality of service in the University Library or Law Library in which librarian members are involved.

46:03 Subject to the provisions of Article 26 applicable to librarian members, the following holidays shall be recognized by the University and may be observed by members:

53/090

Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
New Year's Day
Good Friday
Victoria Day

and any other day(s) proclaimed as a holiday(s) by the University or as a holiday by federal or provincial authorities.

46:04 The University shall maintain for librarian members the same number of holidays with pay enjoyed by them during the preceding contract year.

46:05 An ancillary academic staff member shall be entitled to four (4) weeks vacation per year and may take part or all of his/her annual vacation at a time which shall be mutually agreed with the Dean or his/her designate.

ARTICLE 47

RESIGNATIONS

47:01 Except as provided in clause 47:04, a faculty member may terminate his/her employment by resignation only on December 31 or June 30 of the academic year by written notice to the University on or before the preceding October 31 in the case of a December 31 resignation, or, on or before the preceding April 30 in the case of a June 30 resignation.

47:02 A librarian member may terminate his/her employment by resignation effective on thirty (30) days prior written notice.

- 47:03 An ancillary academic staff member may terminate his/her employment by resignation only on June 30 of the academic year by written notice to the University on or before the preceding April 30.
- 47:04 A faculty member currently employed by the University or on leave whose original date of employment with the University was on or before September 1, 1970 shall be entitled to resign, retire or otherwise separate from the University on August 31 in the year of such resignation, retirement or separation provided that in the event of a resignation or other separation a written notice of intent is given on or before the preceding June 30.

ARTICLE 48

**RETIRED FACULTY MEMBERS/
PROFESSIONAL LIBRARIANS**

- 48:01 The parties recognize that some retired faculty members and Professional Librarians are capable of continuing to make substantial scholarly contributions. Accordingly the University may appoint any such retired faculty members and Professional Librarians for a limited term at an appropriate Professorial/Librarian rank.
- 48:02 Such appointee shall have the same rights of access to University facilities as a member holding professorial rank provided that, with regard to secretarial services and private office space, the appointee shall be entitled only to such services and office space as may be arranged between the appointee and the BAU Head, taking into account the operational requirements of the BAU.
- 48:03 Such appointee may teach and may apply for University and other research grants provided he/she is properly qualified and approved for such teaching and/or grants.
- 48:04 Any faculty member or Professional Librarian retired from this University shall have the same library privileges as members.
- 48:05 Appointments under this Article, either part-time or full-time, shall not be used as replacement of or in lieu of regular faculty or Librarian appointments.

ARTICLE 49

JOINT CONSULTATIVE COMMITTEE

- 6/1
- 49:01 The parties agree to form for the duration of this Agreement, a Joint Consultative Committee, to be comprised of three (3) representatives of each party. The Committee shall be constituted within fourteen (14) days after the date of signing of this Agreement.
- 49:02 The Joint Consultative Committee shall attempt:
- (a) to maintain and develop a spirit of cooperation and mutual respect;
 - (b) to review matters arising from the administration, interpretation and operation of this Agreement and other matters of mutual concern but excluding any dispute which is currently being resolved under the grievance procedures in this Agreement;
 - (c) to facilitate better working relationships between the University and the Association and members; and
 - (d) to foster better communications between the various components of the University community.
- 49:03 The Committee shall meet not later than fourteen (14) days after the request of either party, but in any event the Committee shall meet at least twice yearly. Each member of the Committee shall receive notice not less than five (5) working days before the scheduled date of the meeting, and shall receive the agenda of the meeting at least forty-eight (48) hours in advance.
- 49:04 A representative of the University and a representative of the Association shall be designated as joint Chairpersons. They shall alternate in presiding over meetings and they shall be responsible for determining and circulating the agenda and notices.

ARTICLE 50

ROLE OF THE SENATE

- 50:01 The parties recognize the rights, powers and responsibilities of the Senate as provided for in the University of Windsor Act; nothing in this Agreement shall operate to infringe such rights, powers and responsibilities.
- 50:02 In the event that the Senate acts so as to change the terms and conditions of employment of any member, the Faculty Association reserves the right to negotiate over the implications of such changes, whether or not such matters are covered by this Agreement and whether or not this Agreement is in force.

ARTICLE 51

NO STRIKES OR LOCK-OUTS

- 51:01 The Association shall not call, cause or authorize, nor will any member take part in any strike ~~so~~ long as this Agreement continues to operate. In the event of an actual or impending breach of this Article 51 by a member or members, the Association shall forthwith advise its members of their obligation under this Article. The University shall not call, cause, authorize or sanction a lock-out so long as this Agreement continues to operate.
- 51:02 No member is under an obligation to carry out the duties of any University employee engaged in a strike, nor shall he/she be subject to disciplinary action for failing to do so. 4/1
- 51:03 (a) In the event that a member exercises his/her right to recognize a strike under clause 51:02 of this Agreement, it will be the responsibility of the member to inform his/her BAU Head or Associate Librarian of the workload assignments that will not be performed and the amount of time that will be lost by the member during the strike.
- (b) The time lost during the strike shall be without pay based on a pro-ration of the member's Normal Salary.
- (c) Should the member desire to make up such lost time, a plan may be submitted to his/her BAU Head or Associate Librarian which outlines how the work ~~is~~ to be made ~~up~~.
- (d) The BAU Head or Associate Librarian may recommend such a plan to the Dean or University Librarian for approval.
- (e) Once the approved plan has been implemented the members lost pay shall be restored and paid.
- (9) The member shall have the option to return to work at any time during the strike. It will be the responsibility of the member to inform the BAU Head or Associate Librarian if and when he/she returns to work and at this time, normal pay shall resume.

ARTICLE 52

SALARIES AND OTHER BENEFITS

- 52:01 The salaries and other benefits of members shall be determined in accordance with Articles A to S inclusive.

ARTICLE 53

VALIDITY

- 53:01 The parties agree to meet to re-negotiate any Article or part thereof invalidated by judicial or legislative act.
- 53:02 If any Article or part thereof be declared invalid, the remainder of this Agreement shall remain in full force and effect for the term of this Agreement.

ARTICLE 54 **SESSIONAL INSTRUCTORS/POSTED COURSES**

Definition. Duties. Privileges and Responsibilities of Sessional Instructor Members

- 54:01 The Board of Governors recognizes that while the appointment of persons to sessional positions is not in general a satisfactory substitute for full-time academic appointments, save and except for the category of sessional lecturer as defined in this Agreement, it may be necessary to appoint sessional instructors due to specific circumstances in which financial restraints make full-time academic appointments difficult. The University will make all reasonable efforts not to rely on such appointments.
- 54:02 sessional instructor - means a member of the Bargaining Unit who is a clinical instructor in the School of Nursing, or who is a special instructor in the School of Music or who is scheduled to teach one (1) or more credit courses during the Fall and Winter semesters provided that he/she teaches no more than six (6) courses per academic year with no more than three (3) courses per semester in the Fall and Winter semesters and no more than one (1) course in each of Intersession and Summer School. The parties agree that the persons included within the definition of Sessional Instructor are not faculty, professional librarians, or ancillary academic staff as defined in Article 12.
- 54:03 Teaching duties comprise the only function for sessional instructors.

Appointment of Sessional Instructor Members

- 54:04 (a) Appointments of sessional instructors are made by the Board of Governors on the recommendation of the President in accordance with clauses 12:01 and 54:05 of this Agreement. Normally a Letter of Appointment signed by the President or his/her delegate shall be sent by mail at least eight (8) weeks before the commencement of classes to each appointee, which letter shall specify the course number(s), length, terms and conditions of appointment, including number of instructional hours and/or required lab hours per course, and salary (including Employment Standards Act vacation entitlement) and sessional seniority as defined in Article 1. A copy of the current Agreement shall be sent with the letter of initial appointment.

- (b) In exceptional circumstances in which time would not allow for the normal appointment procedure required under this Agreement e.g., illness of a member originally scheduled to teach; opening of new sections of course(s); unanticipated commencements of Leave of Absence, etc., the University retains the right to appoint sessional instructors on the recommendation of the BAU Appointments committee. The Board of Governors shall inform the President of the Association of each appointment made and the circumstances thereof within fourteen (14) calendar days of the appointment. Any individual so appointed shall complete the University Application Form and provide such other supporting academic documents as the BAU may require. Reappointment of such an individual shall be subject to the normal appointments procedure of clause 54:05.
- (c) The following table of equivalents shall be used for the purpose of calculating the sessional seniority of sessional instructors in Nursing:

Fall/Winter Semester

<u>taught per week</u>	<u>course equivalent</u>
20-24	5 courses
13-19	4 courses
8-12	3 courses
5-7	2 courses
1-4	1 course

Intersession

2 weeks	1 course
4 weeks	2 courses

- (d) The following table of equivalents shall be used for the purpose of calculating the sessional seniority of special instructors in the School of Music per semester:

<u>number of hours taught per week</u> (course equivalent and/or conducting master class(es))	
15.5 - 21 hours	1.5 courses
7.5 - 14 hours	1.0 course
0.5 - 7 hours	0.5 course

54:05 With the exception of appointments made under clause 54:04(b) all sessional instructor appointments shall be made on the recommendation of the BAU

Council in accordance with Senate By-laws and clauses 54:07 and 54:08 and the applicable Employment Equity legislation.

Qualification and Appointments Criteria:

- 54:06 (a) Qualifications shall consist of teaching competence and academic credentials. The following factors shall be used to measure teaching competence:
- (i) teaching experience in the same (or similar) courses;
 - (ii) teaching experience generally;
 - (iii) teaching evaluations from the University of Windsor or elsewhere, when available;
 - (iv) references from other teachers and colleagues.

The following factors shall be used in determining academic credentials:

- (i) graduate degree(s) relevant to the subject matter of the course; normally a Master's Degree and/or professional degree in an appropriate area and/or professional registration or certification appropriate to his/her field of study shall be sufficient for the appointment of a sessional instructor;
 - (ii) graduate work in the area of the subject matter of the course;
 - (iii) related professional experience or applied research where applicable;
 - (iv) research, publications, creative works, etc., relevant to the subject matter of the course.
- (b) The University acknowledges that the criteria used in selecting among applicants to fill posted course offerings will be qualifications, subject to the following six course rule. When a course is posted, applicants who have taught the same or similar courses six (6) or more times as a sessional instructor at the University of Windsor who are not employed in a full-time capacity outside the bargaining unit, and who have a demonstrated record of successful teaching as measured by the criteria in clause 54.06 (a), shall be considered preferred applicants for that course. If there is one or more preferred applicant(s) for a course, the course shall be assigned to the preferred applicant who has taught the course the greatest number of times as a sessional instructor at the University of Windsor.

- (c) When the qualifications as defined in this Article are judged to be relatively equal, the appointment shall be made as follows:
- (i) except where the six course rule applies, the posted course(s) shall be distributed on an equitable rotation from semester to semester from among the faculty, librarians, ancillary academic staff or sessional lecturer applicants, all of whom take preference over sessional instructor applicants.
 - (ii) except where the six course rule applies, when only sessional instructors apply for posted course(s) and qualifications are judged to be relatively equal, sessional seniority as defined in Article 1 will be the determinative factor provided that the seniority is equal to or greater than five (5). Except for non-Canadian applicants who have taught during the 1993-1996 academic years, the University shall give preference to Canadian citizens and/or landed immigrants subject to prevailing laws.

Sessional Lecturers who apply for posted courses during intersession or summer session shall be considered as sessional instructors for these sessions.

Posting Procedures

- 54:07**
- (a) All posted courses which cannot be staffed by full-time faculty members or by sessional lecturers as part of their normal teaching load shall be publicly posted within the Faculty/Department/School for at least two **(2)** weeks prior to consideration of an application by the BAU Appointments Committee. A copy of each posting shall be forwarded by the Dean to the Faculty Association forthwith.
 - (b) Applications from candidates both from within and outside the bargaining unit shall be referred to the BAU Appointments Committee for recommendation as envisaged by clause 12:01 and 54:05 of this Agreement. No candidate shall be considered for appointment without having completed the University Application Form and provided such other supporting academic documents as the BAU Appointments Committee may require.
 - (c) Faculty, librarians, and ancillary academic staff are entitled to apply for posted courses and to be paid on an overload basis under Article N. Sessional Lecturers are entitled to apply for posted course(s) and are entitled to be paid under Article N during fall and winter semesters and as a sessional instructor during intersession and summer school and are entitled to be paid for the course under Article R. Sessional instructors are entitled to apply for posted course offerings and to be paid for the course under Article R.

Applications

- 54:08
- (a) Any sessional instructor who has taught as a sessional instructor at the University of Windsor in any previous two **(2)** years and has submitted to his/her BAU a written statement of interest in employment shall be deemed to have applied for all sessional course offering(s) available in that Faculty/Department/School for which he/she is qualified. A written statement of interest in employment shall be accepted at any time by the Faculty/Department/School during the academic year but shall expire on March 1 of each academic year unless renewed on or before March 1.
 - (b) Candidates who have taught previously at the University of Windsor shall not be required to complete the Application Form or supply letters of recommendation for each re-appointment.
 - (c) Applications from candidates both from within and outside the bargaining unit shall be referred to the BAU Appointments Committee.
 - (d) When posted courses are offered through the Office of the Dean in a Departmentalized Faculty, the Executive Council of the Faculty concerned shall assume the responsibilities of the BAU Council under this Agreement with respect to applications, appointments and any other clause pertaining to sessional instructors.

Arbitration

- 54:09
- Where a sessional instructor is an unsuccessful candidate for a course offering(s), he/she shall have access to the arbitration procedures set forth in Article 39 of this Agreement.

Recourse to arbitration shall normally be related to the following, but not limited to them in cases where the Faculty Association can demonstrate a justifiable reason for requesting Arbitration on some other ground:

- (a) involves discrimination within the meaning of Article 11 of this Agreement;
- (b) involves violation of academic freedom within the meaning of Article 10 of this Agreement;
- (c) involves procedural irregularity or defect in the application of, or failure to apply, the appropriate procedures sufficient to justify quashing the decision; or
- (d) is contrary to the BAU Council recommendation on the merits of the case.

The decision of the arbitration board shall be final and binding upon the sessional member and the parties.

Record of Seniority

- 54:10** Upon request, a sessional instructor shall be given the Faculty/Department/School's record of his/her updated qualifications and seniority.

If a member who is an unsuccessful candidate for a posted course offered under this Article grieves a decision not to appoint or to recommend him/her for that course, the BAU shall provide the Association with the qualifications and seniority (if applicable) of the successful candidate that formed the basis for the recommended appointment, or the appointment, within seven (7) working days of the Association's request for the documentation.

Improper Appointments

- 54:11** In the event that it has been found that an improper appointment has been made by the University, the member who should have been appointed to the course by virtue of the clauses in this Article shall receive full salary and seniority (if applicable) for the course to which he/she should have been appointed.

Cancellation of Courses

- 54:12** The following rules apply to sessional course cancellations:
- (a) The University shall not cancel an appointment made to a sessional instructor in order to have the duties performed by a faculty member with a full-time appointment.
 - (b) If a member accepts an appointment and that course is subsequently cancelled and no equivalent position is found for him/her, he/she shall receive fifteen percent (15%) of the agreed salary as outlined in the Letter of Appointment.

Limited Term Appointment

- 54:13** A sessional instructor who has received a limited term appointment shall, without losing other rights through that appointment, not lose his/her sessional seniority.

Voting Privileges

- 54:14** For purposes of ratification of this Agreement, sessional instructors shall retain voting privileges in accordance with the Constitution of the Faculty Association of the University of Windsor from September 1 to August 31 of the year in which they are employed.

Copies of this Agreement/Lists of Members

- 54:15
- (a) The University shall provide a copy of this Agreement to each sessional instructor who has not already received a current copy by virtue of a previously held appointment at this University. The cost of providing an Agreement shall be borne by the University.
 - (b) A list of names and addresses of record of sessional instructors appointed during the current academic year shall be forwarded to the Faculty Association on March 1 of each year.

Articles Applicable to Sessional Instructors

- 54:16
- (a) The following Articles and Clauses of this Agreement shall apply to sessional instructors: 1 (Definitions), 2 (Declaration of Principles), 3 (Recognition), 4 (Dues Check-Off), 5:01-5:37 (Rights, Duties & Responsibilities), 6 (Management Rights), 7 (Existing Practices), 8 (Facilities and Support Services), 10 (Academic Freedom), 11 (No Discrimination), 12:01 (Appointment of Members), 15 (Financial Exigency), 16 (Lay ~~OFF~~, Notice, and Recall Rights and Compensation and Benefits), 19 (Court Leave), 24 (Compassionate Leave), 27 (Confidentiality and Access to Personnel Files), 28 (Rights and Privileges of the Faculty Association and Members), 29 (Dismissal for Just Cause), 30 (Employment Equity), 32 (Amalgamation, Consolidation, Merger or Expansion of the University), 33 (Copies of this Agreement), 34 (Patents), 35 (Copyright), 36 (Patents and Copyright), 37 (Notices and Official Correspondence Pursuant to Agreement), 39 (Grievance and Arbitration Procedures), 44 (University Athletic Facilities), 45 (Public Liability Insurance), 50 (Role of the Senate), 51 (No Strikes or Lock-Outs), 52 (Salaries and Other Benefits), 53 (Validity), 54 (Sessional Instructors/Posted Courses), 56 (Vacations, Holidays, and Leave for Sessional Members), 57 (Pregnancy, Paternal and Adoption Leave for Sessional Members), 58 (Discipline), 59 (Investigation of Allegations and Complaints), 61 (Duration of Agreement), D.4 (Pension Plan for Sessional Members), I. (Travel and Membership Dues Allowance), J. (Travel Time Allowance and Expenses for Extramural Teaching), K. (Car Allowance), and R. (Salary for Sessional Instructors).
 - (b) Sessional instructors may join the Pension Plan, being the University of Windsor Retirement Plan for Faculty and Certain Others, pursuant to eligibility requirements of the Pension Benefits Act of Ontario and will be notified in writing of this right by the University.

Courses Spanning Intersession and Summer School

- 4:17 (a) In the event credit courses are offered during the summer period in a time frame which spans both intersession and summer school, but are otherwise similar in format and contact hours to the same credit courses offered in a fall or winter semester, such courses shall be deemed to be one semester courses.
- (b) When such course(s) are taught by a sessional instructor who has not reached the maximum allowable number of courses for the academic year, the course and seniority credit shall be counted in the academic year during which the course begins. Otherwise, the course and seniority credit shall be counted in the subsequent year.

ARTICLE 55

SESSIONAL LECTURERS

Definition. Duties. Privileges and Responsibilities of Sessional Lecturers

- 55:01 (a) Sessional lecturer, when used in this Agreement, refers to a member of the bargaining unit:
- (i) whose salary is fully paid from University operating funds, and
 - (ii) who is not in full-time employment with any other employer, and
 - (iii) who is not a retiree of the University, and
 - (iv) who on April 30, 1993 occupied the position of a Salaried Sessional Instructor or Salaried Clinical Instructor in Nursing and has done so for two **(2)** or more years.
- (b) Sessional lecturers are appointed for an eight (8) month period from September 1 to April 30 and carry out teaching duties as their principal function.
- (c) In the event of lay off, sessional lecturers shall be subject to Article 16 of this Agreement and, in accordance with clause 16:02 shall be laid off after probationary members but before members with tenure or permanence.
- (d) It is understood that a member qualifying as a sessional lecturer under this clause will be reappointed from year to year as a sessional lecturer until the member has retired, quit, been dismissed for just cause or been laid off in accordance with the terms of this Agreement.

Letter of Appointment

- 55:02 Within twenty-one (21) working days from July 1, each sessional lecturer, sessional lecturer in Nursing and sessional lecturer in Visual Arts will be sent a Letter of Appointment which shall be signed by the President or his/her delegate and shall specify the terms and conditions of the appointment and the salary.

Assignment of Duties:

- 55:03 (a) The Dean or his/her designate, after consultation with each sessional lecturer member, will assign and schedule her/his duties and shall advise each sessional lecturer member of his/her assignment by January 31.
- (b) Sessional lecturers shall be scheduled to teach six (6) credit courses during the Fall and Winter Semesters. Except that where the sessional lecturer at the expiry of the previous Agreement had a teaching load of five (5) courses he/she shall maintain the right to elect to teach his/her five (5) course teaching load with the salary adjustment stipulated in Article S.
- (c) Sessional lecturers in Nursing shall be scheduled to teach from 416 to 624 hours during the Fall and Winter semesters. A sessional lecturer in Nursing who at the expiry of the previous Agreement had a teaching load of 300 hours or more and of between 416 and 624 hours of clinical instruction shall maintain the right to elect to continue such a teaching load with the salary adjustment stipulated in Article S.
- (d) Sessional lecturers in Visual Arts shall be scheduled to teach four (4) studio courses during the Fall and Winter Semesters.

55:04 Articles and Clauses Applicable to Sessional Lecturers:

The following Articles and clauses of this Agreement shall apply to sessional lecturers: 1 (Definitions), 2 (Declaration of Principles), 3 (Recognition), 4 (Dues Check-Off), 5:01-5:37 (Rights, Duties and Responsibilities), 6 (Management Rights), 7 (Existing Practices), 8 (Facilities and Support Services), 10 (Academic Freedom), 11 (No Discrimination), 15 (Financial Exigency), 16 (Lay Off, Notice, and Recall Rights and Compensation and Benefits), 19 (Court Leave), 20 (Leave of Absence Without Salary), 22 (Conference and Convention Leave), 23:10-18 (Study Leave), 24 (Compassionate Leave), 27 (Confidentiality and Access to Personnel files), 28 (Rights and Privileges of the Faculty Association and Members), 29 (Dismissal for Just Cause), 30 (Employment Equity), 32 (Amalgamation, Consolidation, Merger or Expansion of the University), 33 (Copies of this Agreement), 34 (Patents), 35 (Copyright), 36 (Patents and Copyright), 37 (Notices and Official Correspondence Pursuant to Agreement), 39 (Grievance and Arbitration Procedures), 44 (University Athletic Facilities), 45 (Public Liability

Insurance), 50 (Role of the Senate), 51 (No Strikes or Lock-Outs), 52 (Salaries and Other Benefits), 53 (Validity), 54 (Sessional Instructors/Posted Courses), 55 (Sessional Lecturers), 56 (Vacations, Holidays and Leave for Sessional Members), 57 (Pregnancy, Paternity and Adoption Leave for Sessional Members), 58 (Discipline), 59 (Investigation of Allegation and Complaints), 61 (Duration of Agreement), D.4 (University Retirement Plan), E (Long Term Disability), G. (Tuition), I. (Travel and Membership Dues Allowance), J. (Travel Time Allowance and Expenses for Extramural Teaching), K. (Car Allowance), M. University Loans, and S (Salary for Sessional Lecturers).

In addition to the above, all sessional lecturers shall be covered for the following benefits with the University of Windsor paying 100% of the premium costs for eight (8) months and the sessional lecturer paying one hundred percent (100%) of the premium costs for four **(4)** months:

- (i) Green Shield Supplemental Hospitalization Plan and Green Shield Extended Health Benefits (Article F)
- (ii) Group Life (Article H)
- (iii) Accidental Death and Dismemberment (Article H)
- (iv) Green Shield Dental Plan 35 (Article F)
- (v) Green Shield Vision Plan (\$80.00/24 months) (Article F)

Sessional lecturers may join the Pension Plan, being the University of Windsor Retirement Plan for Faculty and Certain Others, pursuant to eligibility requirements of the Pension Benefits Act of Ontario and will be notified in writing of this right by the University.

Full-time and Limited Term Appointments

- 55:05 In the event that a tenure-track or limited term position becomes available in a BAU in which a Sessional Lecturer(s) is/are employed, the BAU Head shall inform him/her of the position.
- 55:06 A sessional lecturer who is appointed to a limited term position shall be entitled to revert to his/her sessional lecturer position at the expiry of the limited term appointment without a reduction in his/her level or losing any rights, privileges or benefits as a sessional lecturer as outlined in this Agreement.

Advancement:

55:07 There will be three ranks of sessional lecturers:

Sessional Lecturer I, Sessional Lecturer II, Sessional Lecturer III. Advancement from Sessional Lecturer I and from Sessional Lecturer II shall be on the recommendation of the BAU on the basis of criteria developed by the BAU and approved by the Vice-president, Academic. Persons appointed as sessional lecturers shall not be appointed at a level lower than they currently hold as a salaried sessional instructor. Persons appointed as sessional lecturers who possess or acquire the appropriate terminal degree shall be appointed to the second level, viz. Sessional Lecturer II.

General

55:08 For purposes of ratification of this Agreement, sessional lecturers shall retain voting privileges in accordance with the Constitution of the Faculty Association of the University of Windsor from September 1 to August 31 of the year in which they are employed.

55:09 Sessional lecturers shall have the right to apply for Teaching/Graduate Assistants.

55:10 No sessional lecturer shall be reappointed at a Level lower than the Level he/she held in the previous academic year.

ARTICLE 56 **VACATIONS, HOLIDAYS AND LEAVE**
FOR SESSIONAL MEMBERS

56:01 The University will comply with the Employment Standards Act (E.S.A.) in regard to calculating into sessional rates, the vacation pay entitlement. For sessional lecturers, the vacation entitlement falls within the eight (8) month contract on working days not to conflict with teaching duties.

56:02 No sessional member shall be required to work, teach, or be on campus on any of the following holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, nor on any holiday declared by the President of the University. A sessional member shall be entitled to observe holidays of his/her religion without **loss** of pay or penalty.

56:03 In the event of illness or other bona fide emergency not covered elsewhere in this Agreement, a sessional member shall be granted leave with full pay and benefits for a period of up to two (2) weeks. The member will provide the appropriate medical documentation if requested to do so.

ARTICLE 57 PREGNANCY/PATERNAL AND ADOPTION LEAVE
FOR SESSIONAL MEMBERS

- 57:01 (a) A sessional lecturer who is pregnant, and who has been employed as a sessional lecturer for at least one (1) semester in the academic year prior to her expected day of delivery, shall be entitled to take one (1) unpaid semester as pregnancy leave without loss of membership in the bargaining unit. The member shall be entitled at her sole expense to participate in any or all of the University's fringe benefit Plans (including the University Retirement Plan) for members from time to time in force if and so long as such plans permit.
- (b) In addition, if such member expects to deliver during the semester in which she is teaching, she shall be entitled to a paid pregnancy leave for twelve (12) weeks with full salary and all other rights, privileges and benefits. The said entitlement shall only be applicable during the fall and winter terms in which the member is pregnant and any unused portion of the paid entitlement may not be carried over to the next academic year. The University agrees that it will not discriminate against any sessional lecturer who elects to exercise this option.
- 57:02 (a) Upon reasonable notice the University shall grant a leave of absence of up to fourteen (14) days with full salary and all other rights, privileges and benefits upon the adoption of a child.
- (b) Upon reasonable notice a sessional lecturer/sessional lecturer in Visual Arts/sessional lecturer in Nursing shall be granted an additional 15 weeks leave without pay but with all other rights, privileges and benefits upon the adoption of a child.
- 57:03 The University shall grant a paternity leave of up to seven (7) consecutive days. Such leave shall be granted upon the request of a member upon the birth of a child, with full salary and all other benefits and privileges.
- 57:04 The provisions of this Article shall not preclude the making of alternative arrangements acceptable to the member and the Dean or his/her designate. The Dean shall give particulars of such arrangements to the Association.
- 57:05 A sessional instructor who is pregnant, and who has been employed as a sessional instructor for at least one (1) semester in the academic year prior to her expected day of delivery, shall be entitled to take one (1) unpaid semester off teaching as pregnancy leave without loss of membership in the bargaining unit. In addition, if such member expects to deliver during the semester in which she is teaching, she shall be entitled to a pregnancy leave of two (2) weeks with full

salary and all other rights, privileges and benefits, such leave to be taken within the six **(6)** weeks prior to, or following her expected date of delivery. The University agrees that it will not discriminate against any sessional instructor who elects to exercise this option.

ARTICLE 58

DISCIPLINE

58:01 Discipline of a member shall be only for just cause.

ARTICLE 59 INVESTIGATION OF ALLEGATIONS AND COMPLAINTS

59:01 Allegations of misconduct, financial mismanagement or administrative malfeasance on the part of a member from any source shall be transmitted in writing with supporting documentation to the appropriate Dean. The Dean shall forward copies of the allegation(s) and documentation to the member and to the President of the Faculty Association within fourteen (14) working days of receipt of the allegation(s). Within a further sixty (60) working days, the University shall inform the member and the President of the Faculty Association in writing of the decision and any disciplinary measures to be taken. In instances in which the President of the University decides that the allegation(s) are unfounded, or in which the President decides to take no action, all material relating to the allegation(s) shall be removed from the file of the member and destroyed within a further ten (10) working days. In instances, however, in which the President of the University decides to take disciplinary action against the member, the member against whom the allegation(s) has/have been made shall have recourse to the Grievance and Arbitration procedures as set out in Article 39. The provisions of clause 27:04 shall apply to all documentation related to the above procedure.

59:02 The Faculty Association has the right to challenge the decision of the Human Rights Commissioner to inquire into a complaint in any area where the Association may feel that the inquiry may not be within the powers of the Office of the Human Rights Commissioner.

- (a) When a complaint is brought to the Human Rights Commissioner concerning a member of the bargaining unit and the Human Rights Commissioner decides the complaint is not frivolous or vexatious, the Human Rights Commissioner shall verbally inform the member and the Faculty Association of the complaint within five (5) working days of receipt of the complaint, direction or information whether he/she is referring the complaint to another jurisdiction or is initiating an investigation or conciliation.

- (b) The Human Rights Commissioner shall conduct the investigation and/or conciliation proceedings in strictest confidence and without prejudice.
 - (c) The member shall have the right to consult with the Faculty Association. At the option of the member, the Faculty Association is entitled to represent the member at all stages of the investigation or conciliation and at every other proceeding whether formal or informal. The Association's representative shall have the same rights and role in the proceedings as the member.
 - (d) A copy of the complaint and full documentation shall be delivered to the member within fourteen (14) working days of the receipt of the complaint, direction or information. Where a member elects to be represented by the Faculty Association, a copy of the complaint and full documentation shall be simultaneously delivered to the representative of the Faculty Association.
 - (e) The Human Rights Commissioner shall submit his/her report and all original documentation relating to the matter to the President of the University within forty (40) working days of the initial complaint, direction or information which led to the investigation or conciliation. Copies of the report shall be delivered to the member and the Faculty Association representative within a further fourteen (14) working days.
- (9) The member shall be informed of the intended disposition of the matter including any discipline imposed upon the member by the President of the University within twenty-one (21) working days of the President's receipt of the report.
- (i) In instances in which the President of the University decides that the complaint is unfounded, or in which the President decides to take no action, all documentation relating to the complaint shall be destroyed.
 - (ii) In instances in which the President of the University decides to take disciplinary action against the member, the report and original documentation shall remain in the possession of the Office of the President for a period of five (5) years from the date of the filing of the report. Thereafter, the file shall be destroyed in its entirety.
 - (iii) Where disciplinary action is taken by the President of the University, the member shall have recourse to the grievance and arbitration process under this Agreement in Article 39 commencing at step 3.

- 59:03 (a) When a member of the bargaining unit is requested to appear before the Senate Executive Sub-committee on Procedures and Discrimination, the Human Rights Commissioner or any similar body exercising an investigative or quasi-judicial function, the member may elect to be represented by the Faculty Association in any and all dealings with said committee or officer and shall be notified of such right, in writing, by the committee or officer.
- (b) Whenever the Senate Executive Sub-committee on Procedures and Discrimination, the Human Rights Commissioner or any similar body exercising an investigative or quasi-judicial function undertakes an investigation into the conduct of a member or engages in conciliation to which the member is a party, within fourteen (14) working days of receipt of complaint, direction or information initiating the investigation or conciliation, the member shall be provided with a copy of the complaint, direction or information and informed of his/her right to consult with and be represented by the Faculty Association at all stages of the investigation or conciliation and every other proceeding whether formal or informal.
- 59:04 (a) All conciliation proceedings involving members shall be held in strictest confidence by the Human Rights Commissioner, the parties and all witnesses and all other persons involved in the proceedings. No material concerning any conciliation shall be included in a member's personnel file.
- (b) In the event that the Human Rights Commissioner investigates the conduct of a member, the Human Rights Commissioner shall send a copy of any report which he/she makes as a result of the investigation to the member within fourteen (14) working days of the submission of the report to the President. The report to the President shall be held in strictest confidence. Any discipline imposed by the President pursuant to such a report must be initiated within twenty-one (21) working days of the submission of the report to the President.
- 59:05 If the conduct of a member has been under investigation by the Senate Executive Sub-committee on Procedures and Discrimination, or any similar body exercising an investigative or quasi-judicial function, any report, findings or recommendations shall be made available in writing to the member within fourteen (14) working days of issuance. Discipline pursuant to such a report, finding or recommendation may be initiated only within twenty-one (21) working days of its issuance.
- 59:06 Discipline imposed by the President of the University pursuant to a finding that a member has committed sexual harassment may be initiated only within twenty-one (21) working days of the decision of the Committee on Sexual Harassment.

59:07 With respect to all procedures in this Article, the member shall have recourse to the Grievance and Arbitration procedures as set out in Article 39 and the provisions of clause 27:04 shall apply to all documentation related to the procedures under this Article.

ARTICLE 60

ETHICAL CONDUCT OF RESEARCH

INTRODUCTION

60:01 The policies set forth in this Article outline general principles upon which the ethical conduct of research should be based and apply to all members of the bargaining unit conducting research at the University of Windsor. Procedures are established for the effective handling of allegation(s) of research misconduct. These procedures are designed to protect the rights of members, the University, the Councils and other outside funding agencies.

Individual research units within the University may develop more specific policies appropriate for their individual disciplines if they deem it necessary. Research unit policies must be consistent with the ones outlined herein and, where they affect the terms and conditions of employment, approved by the parties in writing.

SELECTION AND CONDUCT OF RESEARCH

- 60:02
- (a) Research projects should be selected, funding should be accepted and research should be conducted with due consideration for University policies and guidelines on research ethics. Existing University regulations or guidelines include Research Policy and Procedures (1991), Policy Statement on Research Personnel (1991), policy and regulations governing ownership of intellectual property, Guidelines for Research Involving Human Subjects (1991), and procedures for research involving animals. All direct funding sources used in the conduct of research should be acknowledged in resulting publications in accordance with the granting body's policies.
 - (b) The primary responsibility for the selection and conduct of research rests with the individuals performing the research. In addition, in the case of collaborative or team research, the research director or principal investigator has an accountability for the research of the group or team. In the case of research conducted by graduate student(s) for major papers or projects, theses or equivalent, or dissertations, the instructor, advisor, or research director of the student(s) shall provide and explain these policies to the student(s) and shall satisfy him/herself that the student(s) understand the requirements within the policies in relation to the research being

carried out by the student(s). The instructor, advisor or research director shall take reasonable steps that he/she deems necessary to ensure that research carried out by the student(s) does not violate the policies and, in particular, shall require the student(s) to give a signed undertaking that they have not violated the policies in any way.

SUPERVISION OF RESEARCH PERSONNEL

60:03

- (a) The principal investigator is ultimately responsible for all aspects of the research project, including supervision. The following recommendations are to be used as guidelines for the supervision of research personnel.
- (b) The immediate responsibility for supervision of research personnel should be specifically assigned to a particular faculty member (usually the principal investigator) in each research unit.
- (c) The ratio of other research personnel, especially research trainees, to senior investigators should be small enough to allow effective communication and continuous supervision of all aspects of the research. If research associates or post-doctoral fellows are part of a research unit, it is recognized that they may have responsibility for day-to-day, intermediate supervision of junior members of the group.
- (d) The principal investigator should oversee the designing of research and the processes of acquiring, recording, examining, interpreting and storing data; simply editing publications is inadequate.
- (e) Continual transfer of information among members of a research group is expected save and except where a Research Agreement signed by the parties is in force that has confidentiality provisions to protect intellectual property. Collegial discussions among all research personnel in a research unit should be held regularly to identify individual responsibilities, to contribute to the scholarly efforts of group members, and to provide informal review.
- (f) With the assistance of the Office of Research Services, the principal investigator should provide each new member of the research unit with applicable governmental and institutional requirements for the conduct of research involving human subjects, animals, radioactive or other hazardous substances or recombinant DNA, as appropriate, the research unit's guidelines for ethical conduct of research, as well as any other information that is directly relevant to the research activity, such as guidelines for use of archival material.

DEFINITION OF TERMS

UU:04 The parties agree that factors intrinsic to the process of academic research such as uncertainty, honest error, conflicting data, or honest differences in interpretation or assessment of data and/or of experimental design do not constitute fraud and/or misconduct.

Conflict of Interest occurs when

a person has a duty to decide fairly or to vote on an issue, and there is a reasonable presumption that the person stands to be benefitted or harmed from a certain resolution of the issue beyond the expected professional benefit from academic publication or presentation of the results. A person is not in a conflict of interest merely by virtue of prior knowledge of the issue or the person about whom a decision is being made; or common professional or social relations with a person about whom a decision is to be made.

Contract research means

mission-oriented research, the nature, scope and deliverables of which, in both scientific and fiscal terms, are clearly delineated in a legal contract between the signatories.

Falsification of data means

to knowingly publish data with the purpose of deceiving the reader or listener that are known to be wrong or that were obtained by deliberate acts of falsification.

Fraud and/or misconduct in academic research means:

- (i) fabrication, falsification or plagiarism;
- (ii) material failure to comply with relevant federal or provincial statutes or regulations for the protection of researchers, human subjects, the health and safety of the public, or for the welfare of laboratory animals;
- (iii) material failure to recognize by due acknowledgement the substantive contributions of others, including students, or the use of unpublished material of others without permission, or the use of archival materials in violation of the rules of the archival source;
- (iv) material failure to obtain the permission of the author before making significant use of new information, concepts or data obtained through access to manuscripts or grant applications during the peer review process;
- (v) material misuse of the research funds of the university, federal or provincial granting councils or other sponsors of research;

- (vi) failure to disclose to the sponsors, or to those who commission the research, any conflicts of interest, as defined above;
- (vii) failure by researcher(s) to disclose conflicts of interest as defined above to the person or agency engaging them to carry out reviews of research grant applications or manuscripts for publication, or the testing of products for sale or distribution to the public.

Intellectual property means

a product of the intellect to which the generator(s) may legitimately claim legal rights.

Member means

a member of the bargaining unit as defined in this Agreement between the University of Windsor and the Faculty Association.

Misuse of research funds means

not following the financial guidelines of the granting agency or applicable internal University guidelines on the management and disbursement of such funds. Technical violations of guidelines do not constitute misuse of research funds.

Parties means

the University of Windsor and the Faculty Association of the University of Windsor.

Plagiarism means

representing the work and/or ideas of another person as one's own in any academic communication, or assisting another person to do so.

Publication means

for the purpose of these guidelines, any production or documentation that is recorded for the purposes of public retrieval. This includes any book, journal article, technical or other report, or research paper, in print, typescript, or manuscript or stored in information retrieval systems.

Research means

systematic work undertaken to acquire new knowledge or to study a particular question.

Research personnel means

technical assistants, graduate or undergraduate students, postdoctoral fellows, research associates, professional consultants, visiting scholars and such other persons who are assisting in the research.

Research unit means

a group operating in part or in whole to undertake systematic work for the acquisition of new knowledge or study of a particular question; it may be a Basic Administrative Unit (BAU), research centre, institute or group, or facility located at the University of Windsor or elsewhere in formal affiliation with the University of Windsor.

DATA

- 60:05
- (a) Data generated by the researcher(s) shall belong to the researcher(s) unless there is a written contract to the contrary.
 - (b) The following guidelines should be observed as applicable, with regard to data gathering, retention and storage. Permanent records that could be used to establish the ethical nature of the research, including data listings and computer codes shall be retained by the laboratory or unit in which they are generated for a minimum of five (5) years unless determined otherwise by the Dean of Graduate Studies and Research or alternate, as determined by him/her, for the purpose of verifying, reproducing, or extending published results. With the knowledge and authorization of the principal investigator, a member of the research team may make copies of the primary data for his/her own use, but the immediate supervisor and all collaborators shall have free access at any time to all original data or evidence and products of the research. In certain instances it may not be necessary to save the raw data, but to provide instead the algorithm for generating the data. Authorization to make copies may not be withheld without valid reasons, which must be communicated in writing to the Dean of the Faculty or his/her delegate and to the Vice-president, Academic or, in cases involving graduate students, to the Dean of Graduate Studies and Research or his/her alternate as well as the Vice-president, Academic.
 - (c) Members are only responsible for data that is in their possession and not if it belongs to libraries, archives, or other laboratories. Any non-trivial financial costs involved in the retention of such data when required by the University shall be borne by the University.

- (d) Potential conflict with the ethical requirement to maintain control over data in order to preserve anonymity and confidentiality of research participants shall be resolved by reference to the University Ethics Committee. Retention of and access to data shall be consistent with the University Guidelines on Research Involving Human Subjects.
- (e) Provision of material products - such as cell lines, bacterial clones, other specific organisms and substances, or software developed and prepared during research - to third parties for non-commercial research purposes within or outside the research unit should be made with the approval of the principal investigator.

AUTHORSHIP

60:06 Fraud and/or misconduct in academic research includes attribution of authorship to persons other than those who have made a significant intellectual or a practical contribution to the work. Purely formal association with the research project such as the headship of a laboratory or Faculty where the Head or Dean or his/her delegate had no direct research involvement may be noted as an acknowledgement but not as authorship. General supervision of the research group is also not sufficient for authorship but may be acknowledged. Technical help, data collection or critical reviews of the manuscript prior to publication may be acknowledged in a separate paragraph.

INVESTIGATION OF ALLEGATION(S) OF FRAUD AND/OR MISCONDUCT IN ACADEMIC RESEARCH

60:07 It is recognized that individuals may seek counsel from the Dean of the relevant Faculty or his/her delegate and from the Secretary and General Counsel to the University before making allegation(s). The Dean or his/her delegate should have a sense of fairness and be able to distinguish between misconduct, differences of opinion and incompetence. The Dean or his/her delegate has the responsibility to inform the member concerned, to make reasonable, confidential and thorough inquiries and to make every effort to resolve the matter informally. Where no written allegation(s) is forthcoming no action shall be taken and no record(s) shall be kept.

60:08 No imputation of fraud and/or misconduct in research by member(s) of the bargaining unit may be made except as prescribed in accordance with the provisions of this Article.

60:09 (a) All allegation(s) of fraud and/or misconduct in research shall be in writing, signed and directed to the Dean of the relevant Faculty or his/her delegate. In the event the Dean is a named party in the allegation(s), the Dean's responsibilities in these matters shall fall to the Vice-President, Academic.

- (b) The Dean or his/her delegate shall formally acknowledge, in writing, receipt of the **allegation(s)** and inform the individual(s) making the **allegation(s)** of the process outlined in this Article. The Dean or his/her delegate shall also indicate to the individual(s) that unless he/she hears to the contrary, the written **allegation(s)** shall be forwarded to the member concerned within five (5) working days.
- (c) The member(s) named in the **allegation(s)** shall be informed of the **allegation(s)** by the Dean or his/her delegate in writing, including a complete copy of the signed **allegation(s)**, within five (5) working days of the written and signed **allegation(s)** by the Dean or his/her delegate.
- (d) After a reasonable inquiry, the Dean or his/her delegate shall determine whether the **allegation(s)** have sufficient substance to warrant investigation. Within five (5) working days after the notification required in (c) above, the Dean or his/her delegate shall inform the following individuals in writing whether or not an investigation will take place: the President of the University or his/her delegate, the member(s) named in the **allegation(s)**, and the President of the Faculty Association. In the event that the Dean decides that no investigation will take place, the **allegation(s)** shall be dismissed, no action taken, and all documentation pertaining to the **allegation(s)** shall be destroyed immediately.

60:10

- (a) In the event an investigation is to occur the Dean of the relevant Faculty or his/her delegate shall investigate the written **allegation(s)** promptly, fairly, judiciously, and in a confidential manner. The member(s) shall be notified in writing by the Dean or his/her delegate that he/she has the right to be represented by the Association and that he/she should contact the Association before responding to the **allegation(s)**. The member(s) against whom the **allegation(s)** have been made shall be given a full opportunity to respond verbally or in writing to the **allegation(s)**. Complete copies of all new or additional information shall be delivered to the member(s) within two (2) working days of receipt by the Dean or his/her delegate.
- (b) A representative of the Association shall be present at all meetings involving the member(s) named in the **allegation(s)** during the course of the formal investigation. Any statements made by the member(s) and/or his/her representative of the Association during these discussions or meetings shall be strictly without prejudice and the representative of the Faculty Association shall have the same rights and role in the proceedings as the member(s).

- (c) If a member is accused of research fraud and/or misconduct and if questions pertaining to the member's data are relevant to the accusation, the member shall make his/her data available during the formal investigation process or to the arbitrator adjudicating the case according to the procedures of this Article. A member shall only be responsible for providing access to data that are in his/her possession and not for data that may be stored in archives, libraries or other institutions which the University may consult at its expense and according to the rules of the host institution. The member shall be indemnified by the University for any material loss that occurs as a consequence of access to his/her data in conjunction with the investigation.

60:11 The Dean or his/her delegate shall communicate his/her findings in writing to the President of the University within fifty (50) working days of the date when the member was in receipt of the written allegation(s) made against him/her. The President, within sixty (60) working days from the date when the member was in receipt of the written allegation(s) made against him/her, shall inform the member against whom the allegation(s) were made, and the President of the Faculty Association, in writing of the intended disposition of the allegation(s), including any sanctions imposed upon the member as a result of him/her having been found guilty of fraud and/or misconduct. In the event that the allegation(s) against the member is not upheld no sanction shall be imposed and all records pertaining to the allegation(s) and investigation shall be destroyed immediately.

60:12 Any discipline imposed on a member for fraud and/or misconduct in research shall be subject to the Grievance and Arbitration Procedures of this Agreement in Article 39 commencing at step 3.

60:13 Notwithstanding any other disciplinary measures, any statement by a senior member of the administration or of the Board of Governors that a member was guilty of the allegation(s) should be treated as constituting discipline and should be fully grievable and arbitrable, with all evidence being heard de novo, unless the statement is withdrawn unconditionally in writing.

60:14 (a) In the event that the Faculty Association serves notice to the University that it is proceeding to arbitration, the parties agree the issue shall be heard by a single arbitrator under the provisions of Article 39 of this Agreement. The arbitrator shall hear all the evidence de novo.

- (b) Should the matter be referred to an arbitrator, the University shall bear the onus of proving just and sufficient cause. The arbitrator shall have the power to reduce the penalty imposed by the University.

- (c) No person consulted by the University concerning the case shall be appointed an arbitrator in any subsequent arbitration proceedings dealing with the allegation(s) against the member being investigated.

60:15 If the President of the University decides after formal investigation not to proceed against the member named in the allegation(s), or if the arbitrator decides in favour of the member, the University shall remove all documentation from the member's file(s) and shall, at the sole discretion of the member, destroy the documentation or transfer it to the member. The University shall retain any arbitration report which shall be a public document. The University agrees to take such steps as may be necessary and reasonable to protect the reputation and credibility of persons wrongfully accused of fraud and/or misconduct in research.

60:16 The University agrees to take such steps as may be necessary to protect the rights of members of the bargaining unit who make allegation(s) in good faith or whom the University calls as witnesses and who give evidence in good faith, including, as a minimum, legal counsel and other legal costs should they be sued for their participation in the formal investigation undertaken by the Dean or his/her delegate or in the arbitration proceedings.

60:17 The University agrees that it shall initiate disciplinary action against those who make allegation(s) of fraud and/or misconduct in research that are reckless, malicious or not in good faith and it shall take all reasonable steps to restore the reputation of the individual(s) who are falsely accused.

60:18 The parties agree that if an allegation(s) of fraud and/or misconduct in research is sustained in relation to research that is funded by an outside agency or has been published or submitted for publication, the President of the University shall inform the agency or publisher concerned of that decision. If the outside agency or publisher has been informed of the proceedings before a judgment has been rendered, the President of the University shall send a copy of his/her decision, or that of the arbitrator, to the agency or publisher concerned. The member named in the allegation(s) shall be given copies of all documents (both internal and those sent to external individuals, agencies or publishers) pertaining to the said allegation(s).

ARTICLE 61

DURATION OF AGREEMENT

61:01 (a) This Agreement shall be deemed to commence on July 1, 1996 and remain in effect until June 30, 1998.

*

ARTICLE A

SALARIES

The parties agree that, during the term of this Agreement, all references to C.P.I.F. in Article A are to be read as C.P.I.F. = 1.3%.

- A.1 Salary minima in dollar amounts for faculty, professional librarian and ancillary academic staff member ranks shall be as follows. Salaries of faculty, professional librarian and ancillary academic staff members which are below the new minima will be adjusted to the new minima.

TABLE A.1: Academic Years 1996/97 and 1997/98 MINIMA		
Faculty <u>July 1, 1996</u>	Librarian <u>July 1, 1996</u>	AAS <u>July 1, 1996</u>
Lecturer - \$33,312 Assistant - \$40,487 Associate - \$50,737 Professor - \$64,575	Lib. I - <u>\$30,750</u> Lib. II - \$34,337 Lib. III - \$42,025 Lib. IV - \$53,300	AAS I - \$33,312 AAS II - \$40,487 AAS III - \$50,737 AAS IV - \$64,575
<u>July 1, 1997</u>	<u>July 1, 1997</u>	<u>July 1, 1997</u>
Lecturer - \$34,145 Assistant - \$41,499 Associate - \$52,005 Professor - \$66,189	Lib. I - <u>\$31,519</u> Lib. II - \$35,195 Lib. III - \$43,076 Lib. IV - \$54,632	AAS I - \$34,145 AAS II - \$41,499 AAS III - \$52,005 AAS IV - \$66,189

- A.2 (a) For the purpose of this Article the Normal Salary of each faculty, professional librarian and ancillary academic staff member for the 1996/1997 and 1997/1998 academic years shall be defined in accordance with Article 1 as the salary set forth in the letter sent by the University to the said member confirming rank and salary for the 1996/1997 and 1997/1998 academic years.

- (b) For the purpose of this Article the Normal Salary for the 1996/1997 and 1997/1998 academic years of each faculty and professional librarian member who was on sabbatical leave for the 1996/1997 and 1997/1998 academic years shall be deemed to be his/her Nominal Salary (as defined in Article 1) for that year.
- (c) The Normal Salary of each full-time faculty and professional librarian member shall be increased by a Windsor Salary Standard adjustment in accordance with Article P. The amount of the Windsor Salary Standard Adjustment in accordance with Article P shall be determined by the member's rank for the current academic year.
- A.2 (d) (i) The Normal Salary of each full-time faculty, professional librarian and ancillary academic staff member shall be increased by the following percentage and dollar amounts negotiated for scale improvement, differentiated salary adjustment and progress-through-the-ranks:

TABLE A.2 (d) (i):		
<u>Scale Increments:</u>		
Rank	July 1/96 Scale	July 1/97 Scale
Lecturer Assistant Professor Associate Professor Professor	C.P.I.F.	C.P.I.F.
Librarian I Librarian II Librarian III Librarian IV	C.P.I.F.	C.P.I.F.
AAS I AAS II AAS III AAS IV	C.P.I.F.	C.P.I.F.

A.2 (d) (ii)

1996/1997		1997/1998
Date	Jan. 1/97	July 1/97
<u>Salary Range</u>	<u>D.S.A.</u>	<u>D.S.A.</u>
less than \$52,499	\$3,500	\$0
\$52,500 to \$54,999	\$3,063	\$0
\$55,000 to \$57,499	\$2,625	\$0
\$57,500 to \$59,999	\$2,188	\$0
\$60,000 to \$62,499	\$1,750	\$0
\$62,500 to \$64,999	\$1,313	\$0
\$65,000 to \$67,499	\$875	\$0
\$67,500 to \$69,999	\$438	\$0
\$70,000 and above	\$0	\$0

For the purpose of calculating differentiated salary adjustments for the 1996/97 academic year, each member shall be placed in a salary range based on the previous year's Normal Salary, including the Windsor Salary Standard adjustment, if applicable.

A.2 (d) (iii)

TABLE A.2 (d) (iii) Differentiated Salary Adjustment Professional Librarians		
	1996/1997	1997/1998
Date	Jan. 1/97	July 1/97
<u>Salary Range</u>	<u>D.S.A.</u>	<u>D.S.A.</u>
less than \$45,000	\$2,975	\$0
\$45,000 to \$47,499	\$2,650	\$0
\$47,500 to \$49,999	\$2,300	\$0
\$50,000 to \$52,499	\$1,950	\$0
\$52,500 to \$54,999	\$1,500	\$0
\$55,000 to \$57,499	\$1,200	\$0
\$57,500 to \$59,999	\$775	\$0
\$60,000 to \$62,499	\$400	\$0
\$62,500 and above	\$0	\$0

For the purpose of calculating differentiated salary adjustments for the 1996/97 academic year, each member shall be placed in a salary range based on the previous year's Normal Salary, including the Windsor Salary Standard adjustment, if applicable.

A.2 (d) (iv)

<u>Salary Range</u>	July 1, 1996 P.T.R.	Jan. 1, 1998 P.T.R.
up to \$65,000	\$0	\$1,200
\$65,001 - 85,000	\$0	\$800
greater- \$85,000	\$0	\$500

For the purpose of calculating progress-through-the-ranks for the 1997/98 academic year, each member shall be placed in a salary range based on the July 1, 1997 Normal Salary, including the Windsor Salary Standard adjustment, if applicable.

- A.2 (e) If a member's Normal Salary for the year in question is less than the applicable salary minimum for his/her rank, it shall be increased to the said minimum before the application of clauses A.2(c) and A.2 (d) (i) and (iv), whichever is applicable.
- A.3 The Nominal Salary for each faculty and professional librarian member on sabbatical leave shall be increased as provided in clauses A.2(c) and A.2 (d) (i), (ii), (iii) and (iv), whichever is applicable.
- A.4 Where applicable, **all** continuing regular full-time faculty, librarian, and ancillary academic staff members shall receive the differentiated salary adjustment January 1, 1997 and a progress-through-the-ranks increment January 1, 1998.

ARTICLE B **SALARY AND SABBATICAL ALLOWANCE**

- B.1 A letter signed by the Vice-president, Academic or his/her delegate, shall be sent by the University to each member stating his/her Normal Salary or Nominal Salary and itemizing each component **as** calculated under Article A for 1996/1997 within forty-five (45) days from the signing of this Agreement and for 1997/1998 within forty-five (45) days from July 1, 1997.
- B.2 On or before **forty-five (45)** days prior to the commencement of sabbatical leave, a letter shall be sent by the Vice-president, Academic or his/her delegate, to each **sabaticant** stating whether his/her Sabbatical Salary Allowance **is** to be paid as a research grant, or **as** a salary, or as a combination of both.

ARTICLE C **THE UNIVERSITY ANOMALIES FUND**

- C.1 In order to alleviate anomalies of full-time faculty and librarian members in the University, the Board of Governors shall establish a University Anomalies Fund of fifty thousand dollars (\$50,000) in the last year of the contract specifically to address gender inequities.
- C.2 An Anomalies Committee to administer the anomalies fund shall be formed by October 1, 1997. The Committee shall include at least one (1) woman and shall consist of two (2) individuals appointed by the President, two **(2)** members appointed by the President of the Faculty Association, and a fifth (5th) individual mutually agreed upon by the Committee. The mutually agreed upon fifth (5th) person shall chair all meetings and shall vote only in the event of a tie.

- 3 The first task of the anomalies Committee shall be to develop procedures and criteria for granting anomaly allocations. The second task shall be to distribute the designated gender-based anomalies fund. For awards granted to correct gender-based anomalies, the Committee shall consider the critical variables identified by the Hildebrandt study, most importantly the number of years since first degree and/or the number of years of service at University of Windsor and the BAU to which the women are attached.
- C.4 The Committee, by June 30, 1998, shall administer the entire anomalies fund towards the alleviation of anomalies in salaries, and where granted, anomaly awards shall be folded into Normal Salary as of June 30, 1998. These awards are not retroactive.
- C.5 All applications by members for awards from the University Anomalies Fund, accompanied by such documentation as the Committee may require, shall be made to the President on a schedule established by the Anomalies Committee.
- C.6 (a) Every woman faculty and woman librarian member who was on staff in 1997/98 shall be automatically considered for a gender-based anomaly award as described in Article C.1 above.
- (b) Any member or any Dean/Director/Department Head/University Librarian/Law Librarian or his/her designate acting on behalf of a member may apply to the anomalies Committee for an anomalies award based on an alleged inequity or anomaly in the member's Normal Salary rate. Applications shall be in writing and shall provide as much information as is available to the applicant. Each application shall be signed by the member, and a copy thereof furnished to the President, the Anomalies Committee, the Dean/University Librarian/Law Librarian, and the Department Head/Director.
- C.7 Within fourteen (14) days following the awarding of anomalies the President or his/her delegate shall inform the Faculty Association of the distribution of anomalies funds. This information shall include the number and size of anomalies units as distributed by rank to members within each BAU and Library.
- C.8 After the monies have been disbursed, the Anomalies Committee shall undertake a review of salaries taking into account the variables indicated in the Hildebrandt Study to determine whether any anomalies remain.
- C.9 The Faculty Association shall also be provided with a yearly statement of the disbursements indicating the amounts granted and the names of recipients thereof.

ARTICLE D

THE UNIVERSITY RETIREMENT PLAN **FOR Faculty and Certain Others**

- D.1 The University of Windsor Retirement Plan for Faculty and Certain Others as amended and restated to July 1, 1988, shall be continued by the University except as hereinafter provided.
- D.2 The Chairman of the Retirement Committee constituted in accordance with clause 15.01 of the said Plan shall call meetings of the Retirement Committee on at least a quarterly basis.
- D.3 Members of the Faculty Association who did not join the University of Windsor Retirement Plan for Faculty and Certain Others during those years when they held Limited Term Appointments be given the option to buy back past service for all such years on the following basis:
- (a) Members must contribute in full their contributions with fund rated interest;
 - (b) The University will contribute such amounts as are necessary to provide for the benefit;
 - (c) The amounts in parts (a) and (b) above are to be determined by the Plan's consulting Actuaries, William M. Mercer Ltd.;
 - (d) It is recognized by the parties that the buy back of such past service is based on "Minimum Guarantee" and not "Money Purchase" by virtue of Federal Income Tax regulations;
 - (e) Those exercising this buy back option recognize that there may be certain Income Tax Restrictions pertaining to their contributions and that the University and the Faculty Association shall not be held responsible and shall be saved harmless from any negative impact upon the member of such regulations or restrictions as established by Revenue Canada;
 - (f) The foregoing is applicable only to those individuals who meet the following criteria:
 - (i) those who held the status of Limited Term Appointment commencing on or after July 1, 1976 continuously through to June 30, 1989, or
 - (ii) those whose initial appointment on or after July 1, 1976 was that of Limited Term Appointment and who then were appointed to a tenure track position;

- (g) The University shall investigate the feasibility of allowing members to pay monies over time; however, it is recognized that this may not be permissible under the rules and regulations' set forth by either Revenue Canada or the Pension Commission of Ontario;
 - (h) Hereafter, Limited Term Appointments be given the option to join the University of Windsor Retirement Plan for Faculty and Certain Others. Pension Plan membership is not mandatory for Limited Term Appointments.
- D.4 Sessional members may join the Pension Plan, being the University of Windsor Retirement Plan for Faculty and Certain Others, pursuant to eligibility requirements of the Pension Benefits Act of Ontario. Sessional members who are eligible and have not yet elected to join the Pension Plan shall be notified in writing of this right on every letter of appointment. The University will develop a process for notifying **sessionals** of their eligibility, in consultation with the Faculty Association, that will be approved by December 31, 1994.
- D.5 An annual report shall be submitted by the said Retirement Committee to the Association and the Board of Governors.
- D.6 The parties agree that for those recommendations, if any, brought forth by the said Retirement Committee in the course of the performance of its duties as provided in the said Plan, that are mutually agreeable to the said parties, every reasonable effort shall be made to implement them as soon as possible.
- D.7 The University undertakes to establish a Retired Members Pension Committee to examine the adequacy of the retirement benefits provided by the University to former faculty members and Librarians who have retired under the University of Windsor Retirement Plan for Faculty and Certain Others. The Retired Members Pension Committee shall be constituted so as to have equal representation from the University and the Faculty Association. The Committee shall submit a report, including recommendations, within one year after the signing of this Agreement to the Association and the Board of Governors.
- D.8 All reasonable efforts shall be made by the University to negotiate Reciprocal Transfer agreements to achieve pension portability with other Universities. The University undertakes to study the question of the portability of pension plans among the Universities in Ontario.
- D.9 A booklet which summarizes the said University Retirement Plan, including the revisions provided for in this Article, after approval of same by the Retirement Committee, shall be distributed by the University at its expense to all persons covered by the said Plan.

- D.10 Five copies of the official text of the said Plan shall be placed on reserve in the University Library and five copies shall be forwarded to the Association Office. The said copies shall be kept up-to-date by the University which shall forward all revisions, additions and supplements to the said official text.
- D.11 Notwithstanding anything in this Article, each present member in the Faculty of Education shall have the right to continue to make pension payments to the Teachers' Superannuation Commission in lieu of payments to the said University of Windsor Plan and the University shall continue to contribute its share to the said Commission for each member who exercises his/her right under this clause, provided the Teachers' Superannuation Commission permits the continuation of such pension payments.
- D.12 All changes in benefits in the University of Windsor Retirement Plan for Faculty and Certain Others as provided in this Article apply to all members of the Plan who retire on and after July 1, 1990.
- D.13 The disposition of any surplus that may arise in the University of Windsor Retirement Plan for Faculty and Certain Others shall be determined jointly by the Board of Governors of the University of Windsor and the Faculty Association.
- D.14 The grievance and arbitration procedure under this Agreement shall apply to complaints and grievances concerning pensions of members under the Plan. Each retired former employee who, if he/she were not retired, would be a member for the purposes of this clause, i.e., each such retired person shall have access to the grievance and arbitration procedures for the resolution of complaints and grievances concerning his/her pension.

ARTICLE E **LONG TERM DISABILITY INSURANCE PLAN**

- ✓ E.1 Subject to the express provisions of the current policy of insurance, all members (including a member appointed for a limited term of at least one (1) year) shall pay the full cost of the amended Long Term Disability Insurance Plan, effective October 1st, 1987.
- (a) During the period of one hundred and five (105) calendar days following the onset of continuous illness, the said member shall be paid his/her Normal Salary during the said period as he/she would have been paid had he/she not suffered such illness.
- (b) That if continuous illness extends for a period in excess of one hundred and

five (105) calendar days, the said member shall be covered from and after the 105th day of such illness by the said Plan to provide benefits equal to sixty-six and two-thirds percent (66 2/3%) of his/her first eighteen hundred dollars (\$1,800.00) Normal Salary plus fifty percent (50%) of his/her next thirty-six hundred dollars (\$3,600.00) Normal Salary plus forty percent (40%) of the balance of his/her Normal Salary immediately prior to the date of accident or sickness to a maximum monthly benefit of four thousand dollars (\$4,000.00) during such period as he/she is continuously ill and unable to perform his/her duties or until he/she attains the normal retirement date, whichever event shall occur first.

- (c) The maximum length of benefit period for accident and sickness will be the member's normal retirement date. For members hired on July 1st, the normal retirement date is June 30th of the contract year following attainment of age sixty-five (65). For members hired on September 1st, the normal retirement date is August 31st of the contract year following the attainment of age sixty-five (65).

ARTICLE F

HEALTH INSURANCE PLANS

- F.1 Except as provided in clause F.2, the University shall continue to pay for each full-time member (including a member appointed for a limited term of at least one (1) year), and his/her eligible dependents under such Plan, the full cost of the present Green Shield Supplemental Hospitalization Plan and Green Shield Extended Health Benefit Plan or such other reasonable substitutes which provide a benefit plan(s) at least as good as the current Plan(s) subject to mutual agreement with the Association.

76/9
70 I, K
100

- F.2 The University shall reimburse upon receipt of an official invoice from an "Insurance Carrier" each full-time member as at June 30, 1990 (including a member appointed for a limited term of at least one (1) year) who subscribes to a Health Insurance Plan and who is a resident of the United States of America an amount equal to the dollar amount which the University would have paid had such a member been a resident of Ontario and eligible for coverage in accordance with clause F.1. The said invoice must be in the member's or his/her spouse's name. The foregoing, as mentioned, is applicable to those members as at June 30, 1990 only.

- F.3 (a) Effective October 1, 1990, the University shall pay on behalf of all members covered by this Agreement, one hundred percent (100%) of the Subscriber Rate for:

70E/100
71/2

- (i) the Green Shield Dental Plan 35 (including \$1,500 additional cost) at current O.D.A. rates;
- (ii) Green Shield vision Plan (\$80.00/24 months).

70G/100

- (b) Effective October 1, 1990, the University shall pay on behalf of all full-time retired members one-half (1/2) of the Subscriber Rate for:
 - (i) the Green Shield Dental Plan 35 (including \$1,500 additional cost) at current O.D.A. rates.

ARTICLE G

TUITION

G.1 The following shall be entitled to free tuition for any credit course(s) taken in the University:

- (a) Members and, with the member's written consent, their dependant(s) and spouse are eligible for free tuition for credit courses approved by the Senate of the University of Windsor. Dependants are defined as children of the employee for whom the member is entitled to claim tax exemption under the Income Tax Act in the year in which the free tuition privilege is requested, or children not over the age of twenty-six (26) to whom the member provides regular financial support.
- (b) Members receiving benefits under the Long-Term Disability Plan, their spouses and dependants, the spouses and dependants of members who die in service, and members who retire from the University of Windsor and their spouses and dependants shall also continue to enjoy the benefit of free tuition.

The free tuition provision set out in this Article shall apply to faculty members, librarian members, ancillary academic staff, and sessional lecturers.

ARTICLE H GROUP LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT PLANS

70c/100
76/c
H.1 The University shall continue to pay the full cost of the present Group Life Insurance and Accidental Death and Dismemberment Plans as amended July 1, 1985 for each full-time member (including a member appointed for a limited term of at least one (1) year), subject to the express provisions of such Plans.

72/200
H.2 Effective July 1, 1985 the Group Life Insurance Plan's coverage for the said member shall be equal to three (3) times (x) his/her Normal Salary to a maximum of Two Hundred Thousand Dollars (\$200,000).

H.3 Effective July 1, 1985 the Accidental Death and Dismemberment Plan's coverage for the said member shall be equal to three (3) times (x) his/her Normal Salary to a maximum of Two Hundred Thousand Dollars (\$200,000).

- 4.4 The University shall provide written details respecting the termination of the life insurance policy to members who are retiring, no later than January 31st in that calendar year.

ARTICLE I **TRAVEL AND MEMBERSHIP DUES ALLOWANCE**

- I.1 (a) A fund of not less than Nine Hundred and fifty dollars (\$950.00) multiplied by the number of full-time faculty and librarian members for July 1, 1996, Four Hundred and seventy-five dollars (\$475.00) multiplied by the number of sessional lecturers/sessional lecturers in Visual Arts/sessional lecturers in Nursing in each BAU and Six Hundred and twenty-five dollars (\$625.00) multiplied by the number of ancillary academic staff members in each BAU shall be made available to full-time members, including sessional lecturers/sessional lecturers in Visual Arts/sessional lecturers in Nursing, and ancillary academic staff in each Faculty and Library for payment of the costs of travel, accommodation and other related expenses incurred for attendance at learned or professional conferences, symposiums or for other authorized University travel and for payment of the membership dues of professional or learned societies, for academic journals and for professional development.
- (b) Effective July 1, 1997, the Nine Hundred and fifty dollars (\$950.00) for each full-time faculty and librarian member shall be computed at the previous year's amount times 1.(C.P.I.F.). For purposes of this clause I.1, C.P.I.F. shall be read as C.P.I.F. = 0 (zero).
- (c) At the end of the year, unexpended funds in the Travel and Membership fund for each BAU, including sessional lecturers/sessional lecturers in Visual Arts/sessional lecturers in Nursing and ancillary academic staff shall be carried over to the next year in the Travel and Membership fund for the same BAU. Funds carried over shall not be included in the calculation of the fund under Article I.1 (a).
- I.2 Requests for travel and membership dues allowance may be initiated by the member, the Dean or his/her designate, the University Librarian or Law Librarian, but requests initiated by the member shall be approved by his/her Dean (or his/her designate), the University Librarian or Law Librarian as the case may be. Approval of a request under this Article shall be in accordance with criteria developed by the BAU.

- I.3 A travel expense form shall be made available by the University.
- I.4 Requests for travel advances and travel plans shall be submitted to the Dean, or his/her designate, University Librarian or Law Librarian as the case may be, at least fifteen (15) days before the commencement of travel. If the travel is cancelled or part of the moneys advanced is not expended, the advance or part unexpended shall be returned immediately to the Dean or his/her designate, the University Librarian or Law Librarian as the case may be.
- I.5 A member may claim only actual expenses incurred and appropriate vouchers shall be submitted for such expenses.
- I.6 Travel **by** private car shall be reimbursed at the rate specified in Article K or the equivalent economy plane ticket, whichever is less. If there are no flights available, the equivalent of a coach train ticket shall be the basis of comparison.
- I.7 The University shall have no responsibility for the private car used. It shall be the responsibility of the member when using his/her private car to verify with the University adequate insurance coverage to indemnify and save harmless the University of and from any liability by reason of the use or operation of his/her private car; when two (2) or more members are travelling together in a private car, only the owner may claim the car allowance.
- I.8 Effective July 1, 1996, the maximum daily allocation of monies for meals, including gratuities actually expended, shall be as follows:

Breakfast-	\$ 8.16
Lunch -	\$15.30
Dinner -	\$22.44

The parties agreed that C.P.I.F. value as defined in Article 1 of this Agreement will be operative for this clause I.8 for the life of this Agreement. Accordingly, effective July 1, 1997, the maximum daily allocation of monies for meals, including gratuities actually expended, shall be computed at previous year's rates times 1.(C.P.I.F.).

- I.9 Other related expenses may be reimbursed subject to approval by the Dean or his/her designate, the University Librarian, or the Law Librarian as the case may be.

ARTICLE J

TRAVEL TIME ALLOWANCE AND EXPENSES FOR EXTRAMURAL TEACHING

J.1 Where travel is required for extramural teaching and related librarian duties at locations specified in this Article, the University shall pay travel time allowance and expenses as provided herein.

J.2 The travel time allowance payable to each member who engages in extramural teaching shall be paid at the following rates per semester course at the locations hereinafter specified:

(a)	Chatham	\$454.37
(b)	Leamington	\$359.49
(c)	Sarnia	\$757.70
(d)	Wallaceburg	\$757.70
(e)	Waterloo	\$757.70 (6 trips)

J.3 The University shall also pay the following expenses for each member who engages in extramural teaching at the locations hereinafter specified:

(a) Chatham and Leamington

- (i) The University shall pay a food allowance of Fifteen Dollars and Eighty-Eight Cents (\$15.88) per diem.
- (ii) The University shall reimburse members for accommodation and associated costs incurred as a result of inclement weather or other unforeseen circumstances.

(b) Sarnia and Wallaceburg

The University shall pay a food and lodging allowance of Forty-Seven Dollars and Sixty-Nine Cents (\$47.69) per diem.

(c) Waterloo

The University shall pay a food and lodging allowance of Eighty-Four Dollars and Sixty-Two Cents (\$84.62) per diem.

J.4 The University shall pay a mileage allowance in accordance with Article K to each member who engages in extramural teaching.

J.5 The travel time allowance payable to librarian members who engage in librarian duties related to extramural teaching shall be paid at the following rates per semester course at the locations hereinafter specified:

- (a) Chatham \$454.37
- (b) Leamington \$359.49
- (c) Sarnia \$757.70
- (d) Wallaceburg \$757.70
- (e) Waterloo \$757.70 (6 trips).

J.6 Members who are engaged in teaching courses, internships of practica or who are conducting field trips in locations off-campus not covered in clause J.2 shall be reimbursed for reasonable costs for meals and/or accommodations incurred and for mileage in accordance with Article K of this Agreement but only on the prior written authorization of the Vice-president, Academic.

ARTICLE K **CAR ALLOWANCE**

K. ■ Effective July ■, 1990 the University shall reimburse each member at the rate of Twenty-Nine Cents (29¢) per kilometre for each kilometre driven in a private car in the course of his/her authorized University travel.

ARTICLE L REIMBURSEMENT FOR MOVING AND STORAGE COSTS

L.1 The University shall reimburse each new member for the cost of reasonable travel and living expenses incurred by the said member and his/her spouse in visiting the University for an interview. Such visits shall, if possible, be organized such that one visit will suffice and shall normally be restricted to two or three days.

L.2 Each new member shall be reimbursed for actual relocation expenses as follows up to the maximum amount set forth in clause L.4, on presentation of vouchers, and on the understanding that one-third (1/3) of the total cost actually paid on behalf of each such member shall be returned to the University by said member for each year less than three (3) that he/she remains with the University, should it be his/her decision to take an appointment at another University within that period:

- (a) Where it is necessary for a new member to take up his/her duties before it is practical to move his/her family, the said member shall be reimbursed by the University for reasonable living expenses incurred;
- (b) When the new member's family moves to Windsor concurrently with the said member, the University shall reimburse the said member for transportation

for the family unit. Where practical, transportation shall be by automobile:

- (c) The University shall also reimburse each new member for living expenses for a reasonable period if the member is not able to take possession of his/her residence immediately;
- (d) The University shall pay for the packing, moving and unpacking of each new member's personal and household effects;
- (e) The University shall also pay insurance for each new member's effects while in the hands of the carrier, and for temporary storage where the member finds it necessary to vacate his/her present residence before he/she is able to take possession of his/her residence in Windsor. However, such temporary storage shall not exceed six (6) weeks.

L.3 Limited Term Appointee with a one (1) year appointment shall be entitled to receive one-third (1/3) of the appropriate maximum amount specified in the schedule set forth in clause L.4. Limited Term Appointees with a two (2) year appointment shall be entitled to receive two-thirds (2/3) of the appropriate amount; such allowances shall be subject to the same conditions applicable to faculty members.

Maximum Amount Allowable for Relocation Expenses

- L.4
- (a) North America within a radius of sixteen hundred (1600) kilometers from Windsor - \$2,000 (Two thousand dollars);
 - (b) North America exceeding a radius of sixteen hundred (1600) kilometers from Windsor - \$4,000 (Four thousand dollars);
 - (c) Outside North America - \$5,500 (Five thousand five hundred dollars).

ARTICLE M

UNIVERSITY LOANS

M.1 University loans of up to Five Thousand Dollars (\$5,000) shall continue to be available at a rate of interest equivalent to the prime rate established by Canadian chartered banks from time to time, plus one percent (1%), and shall be repayable on mutually agreed terms, for members in need of funds for the publication of dissertations, travel costs in connection with the academic betterment of the individual member (e.g., presentation of dissertations for degrees), and for any other endeavour that would be beneficial to the member and the University.

ARTICLE N

OVERLOAD STIPEND

- N.1 A faculty member who teaches more than the normal teaching load shall be paid overload stipend as follows:

July 1, 1996 - June 30, 1998 - \$3,200 per course;

- N.2 Any request for overload payment must be approved in writing by the Vice-President, Academic.

ARTICLE O

CONSOLIDATION COURSES IN THE SCHOOL OF NURSING

- O.1 The University shall continue to pay a stipend to each full-time regular faculty member who teaches a School of Nursing Consolidation course. The stipend shall be paid on the basis of one-twelfth (1/12) of the said member's Normal Salary for a four (4) week Consolidation course.

ARTICLE P

WINDSOR SALARY STANDARD

- P.1 (a) The Windsor Salary Standard for each rank is the median of the average salaries of the Ontario Universities for the said rank using the data from "Survey of Average Salaries for University Professors Per Statistics Canada Data for Faculty without Administrative Duties and excluding Medical Faculty" dated during April of each respective year.
- (b) On or about March 31 of 1998 the value of the Windsor Salary Standard will be computed for each rank using the procedure set forth in clause P.1 (a) but using the latest available release of the said Statistics Canada Data pertaining to the period July 1 of the preceding year to June 30 of the current year. This will be compared to current average salaries for each rank at the University of Windsor. Where a positive adjustment is needed to bring the average salaries at the University of Windsor in each rank to the Windsor Salary Standard such an adjustment will be made in accordance with clauses P.1(c) and P.2. Where, after a comparison between the average salary at the University of Windsor in each rank and the Windsor Salary Standard, a negative adjustment is indicated to bring the salary level in the particular rank at the University of Windsor into conformity with the Windsor Salary Standard, no negative adjustment shall be made.
- (c) Only where a positive adjustment is warranted in accordance with this Article shall each member of each rank receive a non-retroactive adjustment to his/her Normal Salary of the preceding year representing the difference

between the Windsor Salary Standard and the current average salaries for each rank(s) at the University of Windsor so that the average salary of each rank at the University of Windsor shall be equal to or above the Windsor Salary Standard.

- P.2 The equivalent percentage Windsor Salary Standard shall apply mutatis mutandis for librarian members by rank based on the following equivalences between faculty member ranks and librarian member ranks for the purpose of determining the Windsor Salary Standard for librarian members:

Librarian IV	Professor
Librarian III	Associate Professor
Librarian II	Assistant Professor
Librarian I	Lecturer

- P.3 The parties agree that the Windsor Salary Standard adjustment shall not take effect until June 30, 1998. On June 30, 1998 where a positive adjustment is warranted the member shall receive an adjustment to his/her Normal Salary on June 30, 1998.

ARTICLE Q **ANNUAL RESEARCH AWARD(S)**

- Q.1 The University undertakes to use every reasonable effort to attract funding for the establishment of Annual Research Award(s) for not less than Five Thousand Dollars (\$5,000.00).

ARTICLE R **SALARY FOR SESSIONAL INSTRUCTORS**

- R.1 (a) Effective January 1, 1997 sessional instructors shall be paid as per the following proposed classification scheme:

Classification Pay Rates for Sessional/Special/Clinical instructors		
<u>CLASS</u>	<u>COURSES TAUGHT</u>	<u>STATUS</u>
Sessional/Special/ Clinical Instructor	1 - 6 per year	- member of the bargaining unit - may opt out of Faculty Association membership - union dues are mandatory

R.1 (b)

January 1, 1997	July 1, 1997
\$3,500 per course including the Employment Standards Act (ESA) vacation pay	\$3,600 per course including Employment Standards Act (ESA) vacation pay

Sessional Rates for Partial Courses

R.2 In the event that a sessional instructor is employed under this clause for less than twenty (20) hours, he/she shall be paid in accordance with the rates below:

January 1, 1997 - June 30, 1998
\$82.06 per hour total compensation including Employment Standards Act (E.S.A.) vacation entitlement.

Sessional Instructor (Clinical)

R.3 January 1, 1997 - June 30, 1998
\$49.22 per hour total compensation including E.S.A. vacation entitlement

Special Instructor (School of Music)

R.4 July 1, 1997 - June 30, 1998
\$35.00 per hour total compensation including E.S.A. vacation entitlement

Consolidation Courses in the School of Nursing

R.5 The University shall continue to pay a stipend to each sessional member who teaches a School of Nursing consolidation course. The stipend shall be on the basis of one-half (1/2) of the rate for lecture hours for a four (4) week consolidation course.

General

R.6 Any additional hours required for laboratories or other non-lecture settings shall be paid in terms of the following formula: number of instructional hours as stated in the Letter of Appointment times the basic salary rate, divided by two.

ARTICLE S

SALARY FOR SESSIONAL LECTURERS

- س.1 Effective July 1, 1996 sessional lecturers shall be paid in accordance with the salary levels specified hereafter except that a sessional lecturer who elects under clause 55:05(b) to continue teaching a load of five (5) courses shall receive five/sixths (5/6) of the salary here specified, or his/her 1995/96 salary whichever is the greater;

Sessional Lecturer Rates:

LEVEL 1: 80 percent of the minimum salary for Lecturer under this Agreement for the current year for six (6) courses;

LEVEL 2: 80 percent of the minimum salary for Assistant Professor under this Agreement for the current year for six (6) courses;

LEVEL 3: 80 percent of the minimum salary for Associate Professor under this Agreement for the current year for six (6) courses;

S.2 Sessional Lecturer in Visual Arts rates:

LEVEL 1: 80 percent of the minimum salary for Lecturer under this Agreement for the current year for four **(4)** studio courses (312 hours over two semesters);

LEVEL 2: 80 percent of the minimum salary for Assistant Professor under this Agreement for the current year for four (4) studio courses (312 hours over two semesters);

LEVEL 3: 80 percent of the minimum salary for Associate Professor under this Agreement for the current year for four (4) studio courses (312 hours over two semesters);

S.3 Sessional Lecturer in Nursing rates:

LEVEL 1

(i) 56 percent of the minimum salary for Lecturer under this Agreement for the current year for 416 hours (two eight hour days per week for two semesters),

(ii) 85 percent of the minimum salary for Lecturer under this Agreement for the current year for 624 hours (three eight hour days per week for two semesters),

(iii) For teaching loads of 300 hours or more and of between 416 and 624 hours as elected under clause 55:05(b) the salary will be prorated.

LEVEL 2

- (i) 56 percent of the minimum salary for Assistant Professor under this Agreement for the current year for 416 hours (two eight hour days per week for two semesters),
- (ii) 85 percent of the minimum salary for Assistant Professor under this Agreement for the current year for 624 hours (three eight hour days per week for two semesters),
- (iii) For teaching loads of 300 hours or more and of between 416 and 624 hours as elected under clause 55:05(c) the salary will be prorated.

LEVEL 3

- (i) 56 percent of the minimum salary for Associate Professor under this Agreement for the current year for 416 hours (two eight hour days per week for two semesters),
- (ii) 85 percent of the minimum salary for Associate Professor under this Agreement for the current year for 624 hours (three eight hour days per week for two semesters),
- (iii) For teaching loads of 300 hours or more and of between 416 and 624 hours as elected under clause 55:05(c) the salary will be prorated.

LETTERS OF UNDERSTANDING

The following are Letters of Understanding between the Board of Governors and the Faculty Association of the University of Windsor. The parties hereby adopt and incorporate by reference the following Letters of Understanding.

LETTER I **EMPLOYEE ASSISTANCE PROGRAMME**

It is agreed that both parties, following the conclusion of negotiations, will jointly review the feasibility and potential structure of an Employee Assistance Programme.

LETTER II **EFFECTIVE DATE OF Agreement** **AND RETROACTIVE PAYMENTS**

The University hereby confirms its understanding reached with the Faculty Association that:

1. Retroactivity shall be provided as follows to:
 - (a) all faculty members, librarian members and ancillary academic staff members on the active payroll both as of July 1, 1996 and the date of signing of this Agreement;
 - (b) all faculty members, librarian members and ancillary academic staff members on the active payroll as of July 1, 1996, who have subsequently retired shall receive the pro rata amount for the period July 1, 1996, until the date of retirement;
 - (c) sessional lecturers who were on the active payroll for any period between July 1, 1996, and the date of signing this Agreement shall receive the difference between the stipend received for all courses taught during that period and the stipend for their rank in accordance with Article S.
2. The provisions of Letter II, Section 1(a), (b) and (c) shall apply mutatis mutandis to the period July 1, 1997 to June 30, 1998.

LETTER III

**COMPREHENSIVE FACULTY EVALUATION/
PERFORMANCE REVIEW**

The Faculty Association acknowledges the use of the comprehensive Faculty Evaluation (Aleamoni process) on a trial basis. The Administration agrees to negotiate the implementation of any such process with the Faculty Association before it is adopted as the basis for the performance review of faculty and librarian members.

LETTER IV

VOLUNTARY CONTRACT TERMINATION

The parties have agreed within the context of Article 14 Voluntary Contract Termination to the utilization in their generality of the following forms:

- a) Release Form
- b) Schedule of Instalment Payments and
- c) Resignation Form.

The above forms have been identified and signed by the parties on June 24, 1983.

RELEASE

I,, of the City of Windsor, in the County of Essex and Province of Ontario, for myself, my heirs, executors, administrators and assigns, in consideration of the payment to me by the University of Windsor (hereinafter called the "University"), of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and in consideration of the acceptance by the University of my resignation from employment dated the day of, and in consideration of the compensation set forth in Schedule "A" attached hereto, hereby remise, release and forever discharge the University, its successors, assigns, officers and agents, of and from all actions, causes of action, suits, claims and demands of every nature or kind, which I may now have or which I may ever in the future have, whether under any Statute or Law, or otherwise, arising out of my termination of employment with the University.

For the consideration aforesaid I hereby covenant and agree not to make any claim or commence or maintain any action or proceeding against any person or corporation in which any claim could arise against the University for contribution or indemnity under any Statute or Law or otherwise in respect of my termination of employment with the University.

IN WITNESS WHEREOF I have hereunto set my hand and seal this day of

SIGNED, SEALED AND DELIVERED
in the presence of

SCHEDULE "A"

Attached to and forming part of the Release executed
by and dated the day of

In consideration of the resignation from employment of, effective the day of, the University of Windsor (hereinafter called the "University"), agrees to pay to the lump sum of or the sum of without interest, payable in equal instalments of each as elected by the member resigning. The first of such instalments shall be due and payable on the day of..... and the remaining instalments shall be due and payable on the day of..... in each year thereafter, to and including the day of on which day the last instalment shall be due and payable.

The lump sum or the instalments referred to above shall be subject to all deductions which the University is required to make by Law.

In the event that should die prior to the day of the balance of the instalments due and payable hereunder shall be paid to the Estate of..... at the same time and on the same terms and conditions as herein set forth.

DATED at Windsor, Ontario this day of

UNIVERSITY OF WINDSOR
Per:

RESIGNATION

I,, hereby tender my resignation from employment with the University of Windsor, effective the day of

DATED at Windsor, Ontario this day of

Resignation accepted this day of

UNIVERSITY OF WINDSOR
Per:

LETTER V

LIMITED TERM APPOINTMENTS

The parties agree that, for the purpose of giving the University flexibility during the academic restructuring process, up to twelve (12) nine-month Limited Term Appointments may be made in each of the 1997/98 and 1998/99 academic years, subject to the following conditions. All other Limited Term Appointments shall be made according to all the provisions of Articles 12 and 13.

Except as otherwise stated below, the terms and conditions applying to nine-month Limited Term Appointments shall be as those applied to Limited Term Appointments generally;

1. Nine-month Limited Term Appointments shall cover the period between August 15 and May 15 and shall include three weeks vacation.
2. In the event of reappointment a nine-month Limited Term Appointee shall be entitled to maintain her/his benefits during the period in which he/she is not employed by the University by paying 100% of the costs to maintain their benefits and payments into the University Retirement Plan for the period between May 16 and August 14.
3. All nine-month Limited Term Appointments will be considered to be at least at the rank of Lecturer and entitled to, at the minimum, the salary floor for their rank pro-rated for the nine-month period.
4. All nine-month Limited Term re-appointments shall be eligible for the same salary increases as probationary appointments but pro-rated for the nine-month period.
5. Twelve-month Limited Term Appointees employed in the 1996/97 academic year who are renewed for the 1997/98 academic year to a Limited Term position shall be reappointed for a twelve-month period. Any Limited Term Appointee who has a twelve-month appointment in 1997/98 and is renewed for 1998/99 shall have a twelve-month appointment in 1998/99.

LETTER VI

LEGAL DEFENCE FUND

The parties agree to establish the Legal Defence Fund to be administered by the Legal Defence Fund Committee. The terms of reference shall include the following:

1. If a matter involving a member of the bargaining unit proceeds to a formal hearing before a University-created quasi-judicial tribunal with jurisdiction over members of the University, for example, the Senate Executive Sub-Committee on Procedures and Discrimination, or the Human Rights Commissioner, the member shall be entitled to legal representation. The Legal Defence Fund Committee will determine the amount of disbursement for the cost of representation.
2. The Legal Defence Fund Committee shall be composed of six (6) members, three (3) appointed by the President of the University and three (3) appointed by the Faculty Association. The Chair will rotate annually between a Chair appointed by the Faculty Association and a Chair appointed by the President of the University.
3. The Legal Defence Fund Committee will consider applications for funds to cover the cost of legal representation for members of the bargaining unit involved in hearings under paragraph 1 of this Letter. The Committee shall award reasonable legal costs, provided there are monies in the fund, to an upper limit of Five Thousand dollars (\$5,000) per member per hearing.
4. The Legal Defence Fund Committee will provide the President of the University and the President of the Faculty Association with an annual report of the operations of the Legal Defence Fund Committee which will include the opening and the closing balance for the year, receipts, interest earned and a summary of the purpose of all expenditures.
5. Neither the University nor the Faculty Association will be responsible in any way for the advice, or counsel provided by a lawyer whose fees are paid from the Legal Defence Fund.
6. It is agreed that the Faculty Association and the University of Windsor shall each contribute four thousand dollars (\$4,000) to the Legal Defence Fund on or about October 1 of each year.

LETTER VII

LONG TERM DISABILITY INSURANCE PLAN

Regarding Article E

The parties agree that the contract of insurance entered into by the University with London Life Insurance Company on July 1, 1993 for the provision of Long Term Disability coverage to members of the Faculty Association and in force until terminated by the University or the company satisfies in full the obligation of the University under Article E of this Agreement to provide such coverage.

LETTER VIII

HEALTH INSURANCE PLAN

Regarding Article F

1. Effectivethe date of ratification of this Agreement, the parties agree to amend the Dental Plan 35 to give effect to a check-up once every nine (9) months.
2. The parties agree to establish a Joint Committee composed of two representatives appointed by the Faculty Association and two representatives appointed by the University of Windsor.

The purpose of the Joint Committee is to review and make recommendations regarding the list of medications to be covered by the Prescription Drug Plan. Without limiting the generality of the foregoing, the Joint Committee will make recommendations as to which non-prescription drugs should be on the list. The Committee shall also consider and make recommendations as to the adoption of a Formulary.

The Joint Committee shall make its recommendations no later than December 1, 1996. Recommendations of the Joint Committee shall be implemented, subject to this Agreement of the parties.

LETTER IX

FACULTY OF EDUCATION SECONDMENTS

It is agreed that, for the specific purpose only of alleviating any emergency staffing problems in the Faculty of Education, the University, after making all reasonable efforts in accordance with the appointments procedures contained in this Agreement and Senate By-laws to fill faculty positions, may appoint in any given year of this contract up to four (4) teachers from Boards of Education. Fourteen (14) days prior to making any such appointment, the Vice-president, Academic will inform the Faculty Association in writing of the University's decision to do so and such decision shall be grievable under Article 39 of this Agreement commencing at Step 3.

LETTER X

RETIREMENT

It is agreed that the University of Windsor Retirement Plan for Faculty and Certain Others shall be amended in accordance with the Memorandum of Agreement concerning disbursement of the Pension Plan Surplus effective July 1, 1996, and dated September 1996.

LETTER XI**RESPONSIBILITY STIPENDS
FOR AREA HEADS
IN THE FACULTY OF BUSINESS ADMINISTRATION**

The responsibility stipend paid to Area Heads in the Faculty of Business Administration shall be as set forth for Area Heads in clause 31:03 of the 1993-1996 Agreement until June 30, 1997.

If appointments are made after June 30, 1997 which require members to undertake the present or greater duties than those currently performed by Area Heads, the payment of stipends to such appointees shall be negotiated by the University and the Faculty Association.

LETTER XII**STRATEGIC RENEWAL REPORT**

Any decisions of the Senate arising from the Strategic Renewal Report (Academic Structure) approved April 26, 1996 which contradict the provisions in this Agreement, or render them inoperative, shall be negotiated between the Faculty Association and the University.

LETTER XIII**ALTERNATE DISPUTE RESOLUTION**

1. On the signing of this Agreement, the parties undertake to establish a Joint Committee to review alternate mechanisms of dispute resolution, for the purposes of reducing the likelihood of arbitration, as well as mechanisms for reducing the cost of arbitration.
2. The Joint Committee shall be composed of six (6) members, three (3) to be appointed by the Faculty Association and three (3) to be appointed by the President of the University, with the chair to alternate from meeting to meeting between a chair appointed by each of the parties.
3. The Joint Committee will consider the feasibility of implementing policies under which some or all grievances would be referred to mediation, policies under which the parties would agree to a statement of facts prior to arbitration and any other policies that would avoid or reduce the costs of arbitration.
4. It is agreed that the Joint Committee will conclude and submit its review and recommendations to the President of the University and the President of the Faculty Association by December 31, 1996. It is further agreed that the

University and the Faculty Association will submit the recommendations of the Joint Committee to their respective principals for consideration, approval and implementation.

LETTER XIV

ONE-TIME PAYMENT

The parties agree that each full-time faculty member, professional librarian, ancillary academic staff and sessional lecturer member who is on payroll as at November 30, 1996 shall receive a one-time five hundred dollar (\$500.00) bonus on November 30, 1996.

LETTER XV

SESSIONAL MBE

The parties have agreed on the following:

1. All Sessional Instructors who were at Level III prior to the signing of this Agreement shall continue to be paid a stipend of \$3,700 (including the Employment Standards Act vacation entitlement) when appointed to teach a one-semester credit course. Following the signing of this Agreement, the first time only a Sessional Instructor who was previously at Level III is appointed to teach a course under this Agreement he/she shall receive a one-time two hundred dollar (\$200.00) bonus on November 30th, or January 15, or July 15, as appropriate.
2. A Sessional Lecturer who was at Level III prior to the signing of this Agreement shall continue to be paid a stipend of \$3,700 (including the Employment Standards Act vacation entitlement) when appointed to teach a one-semester credit course during Intersession or Summer School. A Sessional Lecturer who is appointed to teach a course as a Sessional Instructor during Intersession or Summer School is not entitled to receive a two hundred dollar (\$200.00) bonus.
3. A Nursing Clinical Instructor who is currently at Level III shall continue to be paid an hourly rate of \$51.00 (including the Employment Standards Act vacation entitlement). Following the signing of this Agreement, the first time only a Nursing Clinical Instructor who was at Level III is appointed to teach a course under this Agreement he/she shall receive a one-time two hundred dollar (\$200.00) bonus on November 30th, or January 15, or July 15, as appropriate.
4. It is agreed that effective on the date of ratification of this Agreement there shall be no advancement to the Sessional Instructor Level III, given that the parties have agreed to a single rate for Sessional Instructors.

LETTER XVI

**PAST SERVICE PENSION
CONTRIBUTIONS OF CERTAIN FEMALE
MEMBERS OF THE PENSION PLAN**

1. The University and the Faculty Association agree to allocate from the Pension Plan surplus an amount to be used for the employer's cost of the pension contribution for the past service of certain female members of the University of Windsor Retirement Plan for Faculty and Certain Others (hereafter "the employer's cost allocation").
2. The employer's cost allocation shall be calculated by the Plan Actuary by reference to the employer's cost specified on the list of female members appended to the letter from William M. Mercer dated August 7, 1996 as may be amended pursuant to clause 6 and the employer's cost for any other female members agreed by the University and the Association in respect of the period of service for which each such member was employed by the University for which no contribution was made by or for the member to the Pension Plan but would have been made had the member been male.
3. The employer's cost allocation shall be administered by the University in accordance with the terms and conditions of this Letter of Understanding.
4. Subject to clause 8, the employer's cost allocation shall be used only to provide payments to the Pension Plan calculated by the Actuary in accordance with Section 3 of the Pension Plan as the employer's cost of pension contributions for past service under clause 2.
5. The University shall have responsibility for no costs other than the employer's cost nor to provide any funds for the employer's cost of pension contributions for past service from any source other than the Pension Plan surplus.
6. Any amendments to the list of female members specified in clause 2 of this Letter of Understanding shall be by mutual agreement between the parties and made on or before October 31, 1996.
7. Each eligible member may submit one application to the University to make a past service pension contribution and such application must be submitted by March 31, 1997. No applications will be considered after that date.

The application may be:

- (i) to make one past service pension contribution for all or any portion of the period of service specified in clause 2; or
 - (ii) to make two approximately equal payments of the past service pension contribution for the period elected by the member, it being agreed that such payments be made on March 31, 1997 and on March 31, 1998, and based upon 2 separate calculations by the Actuary of the contribution required for the past service period elected by the member.
- 8. At the time of making the application, each applicant shall provide the University with the employee contribution calculated by the Actuary in accordance with Section 3 of the Pension Plan and the interest achieved from the investment of the Plan funds.
- 9. If the employer's cost allocation is not exhausted by April 30, 1997 any uncommitted funds shall be used by the University as funds for the VER Programme.
- 10. Legal costs to the parties incurred from litigation by members of the Plan arising from the disbursement of the pension surplus for the purpose of restoring past service pension contributions of certain female members of the Pension Plan are to be charged against the Pension Plan surplus.
- 11. Payment by the University of the employer's contribution is subject to:
 - (i) unconditional withdrawal by the Faculty Association of all grievances related to the Women's Pension Issue.
 - (ii) unconditional waiver of any other proceedings by the Faculty Association in respect of pension contributions of female members for past service, prior to July 1, 1995.
 - (iii) written notification by the Faculty Association to members of the bargaining unit that:
 - (a) the employer's cost allocation under paragraph 1 of this Letter is being made at the Association's request.
 - (b) the Faculty Association has made an unconditional withdrawal of all grievances related to the Women's Pension issue.
 - (c) the Faculty Association has agreed to retract all allegations that the University or any employee of the University in any way behaved in a discriminating, or any improper or unlawful manner in the past or present in relation to the Women's Pension Issue.

- (d) that all terms and conditions of the Plan in relation to the eligibility of members of the Plan to contribute payments to the Plan have at all times been agreed to by the Association.

- 12. The contents of the notification to the members of the Association shall be subject to the mutual agreement of the Association and the University.

MEMORANDUM OF AGREEMENT **DISBURSEMENT OF THE PENSION SURPLUS**

The following terms and conditions shall govern the disbursement of the fund surplus of the University of Windsor Retirement Plan for Faculty and Certain Others as determined by the Plan's Actuary as at July 1, 1995. In this Memorandum of Agreement the term "Member" shall be read and understood as it is used in the University of Windsor Retirement Plan for Faculty and Certain Others. The Pension Plan's Actuary will have final authority on the amounts associated with each cost item consistent with the terms of this Agreement.

STATUTORY REQUIREMENTS

The items agreed upon herein are subject to their permissibility under the requirements of the Income Tax Act of Canada and the Pension Benefits Act of Ontario. It is to be noted that with respect to those amendments to the Pension Plan for Faculty and Certain Others required to effect this agreement which generates "Past Service Pension Adjustments" (P.S.P.A.), as determined by Revenue Canada, the possibility of a "non status" ruling may occur. Should this event transpire, the parties agree that all Members of the Pension Plan must accept the P.S.P.A. This may require the withdrawal of some R.R.S.P. monies for only those individuals who have no R.R.S.P. contribution room remaining. However, the parties further agree that the Pension Plan's Actuary will be instructed to make application for an exemption from Revenue Canada i.e., exempt from status, so as to eliminate the requirement for withdrawal of R.R.S.P. assets. In the event that any provision(s) of this Memorandum of Agreement cannot be implemented due to statutory requirement(s), the parties agree to resume negotiations within two (2) weeks of notification by the Regulatory body.

PAST SERVICE PENSION CONTRIBUTIONS OF CERTAIN FEMALE MEMBERS

The University and the Faculty Association agree to allocate \$427,000 from the Pension Plan surplus to be used for the University's cost of the pension contribution for past service of certain female members of the Pension Plan pursuant to the Letter of Understanding concerning Past Service Pension Contributions of Certain Female Members Of The Pension Plan.

MINIMUM GUARANTEED BENEFIT

Effective September 1, 1996, for active employees the Minimum Guaranteed Benefit for all past and future pensionable service shall be:

- (a) 1.35% of the Member's Best Average Earnings not in excess of the Average Canada Pension Plan Base; plus
- (b) 2.00% of the Member's Best Average Earnings in excess of the Average Canada Pension Plan Base multiplied by the Member's Pensionable Service.
- (c) The parties agree the cost of this change is to be borne by the Pension Plan surplus as at July 1, 1995.

BEST AVERAGE EARNINGS

- (a) Effective September 1, 1996, for purposes of calculating the Minimum Guaranteed Benefit, "Best Average Earnings" means twelve times the average of the Members' monthly earnings in the forty-eight months of highest earnings (not necessarily consecutive months), with the University prior to retirement, death or termination and, in the case of an Employee with less than forty-eight months continuous service, means twelve times the average of the Member's monthly earnings during the total period of such service with the University.
- (b) The parties agree the cost of this change is to be borne by the Pension Plan surplus as at July 1, 1995.

PENSION INCREASE FOR RETIREES

The parties agree that effective July 1, 1996, anyone who was a retiree as of September 1, 1995 shall receive an increase of 2.5% in the Minimum Guarantee portion of their Pension Plan. The parties further agree that the entire cost of this increase shall be borne by an appropriation of the surplus in the Pension Plan as at July 1, 1995 in the amount of \$570,000.

ADMINISTRATION FEE

The Faculty Association and the University agree that for the term of this Agreement eighty-thousand dollars (\$80,000) shall be allocated to the University from the Pension Plan surplus to be used up to a maximum of forty thousand dollars (\$40,000) for each Plan year as an administration fee. The University shall send a financial statement on a yearly basis to the Association showing the disbursement of the said administration fee.

SUSPENSION OF CONTRIBUTIONS TO PENSION PLAN

Effective October 1, 1996, there shall be a suspension of contributions to the Pension Plan by Members and by the University until the total amount of the suspended contributions is exhausted. The amount of contributions to be suspended by Members shall be \$4,000,000 and by the University, \$5,486,000. The University shall allocate the following sums from the amount of its suspended contribution:

- (i) \$1,486,000 to be used to establish a Retirement Allowance Fund pursuant to the provisions of Appendix A, Part B of this Memorandum, and
- (ii) The remaining amount of suspended contributions (\$4,000,000) shall be allocated by the University at its discretion.

EARLY RETIREMENT PROGRAMME

78/11 The Early Retirement Programme shall consist of a Voluntary Early Retirement Plan and a Retirement Allowance as set out below.

Voluntary Early Retirement (VER)

1.
 - (a) The VER Plan as amended herein is extended to August 31, 1998.
 - (b) Effective September 1, 1996, Members who have attained the age of fifty-five (55) years and whose age plus years of service at the University of Windsor equal seventy (70) or more before August 31, 1998, will be eligible to participate in the VER Plan. Years of service for the purpose of eligibility only shall include service by Faculty and Librarian members at other academic or research institutions or, in the case of AAS, Sessional and Certain Other Members, any other organization.
 - (c) The VER bridge benefit shall be 0.65% of the lesser of the Member's Best Average Earnings and the Average Canada Pension Plan Base multiplied by the Member's pensionable service.
 - (d) The parties agree that three million seven hundred and fifteen thousand dollars (\$3,715,000) shall be allocated from the pension plan surplus to a reserve to fund the VER Plan within the Pension Plan.
2. The provisions of the VER Plan are as set forth in Appendix A.

Retirement Allowance

1. There shall be a Retirement Allowance Fund established upon ratification of this Agreement to be distributed as set out in Appendix A.

2. The Retirement Allowance Fund to be used for the Early Retirement Programme shall not exceed \$1,486,000.
3. The cost of the Fund shall be borne out of the suspension of the University's contributions to the Pension Plan in the amount of such cost.

**APPENDIX A
EARLY RETIREMENT PROGRAMME
FOR MEMBERS OF THE UNIVERSITY OF WINDSOR
RETIREMENT PLAN FOR FACULTY AND CERTAIN OTHERS**

OBJECTIVES

1. To achieve savings for the University
2. To facilitate faculty renewal.

TERMS AND CONDITIONS

A. Voluntary Early Retirement (VER) Plan

This Voluntary Early Retirement (VER) Plan shall be implemented in accordance with the following provisions:

1. Participation in the VER Plan by Members of the University of Windsor Retirement Plan for Faculty and Certain Others shall be voluntary.
2. Members shall be eligible for voluntary early retirement upon acquiring 70 points, with a minimum age of fifty-five (55) years, occurring either on or before the effective date of the VER Plan or thereafter at any time up to and including August 31, 1998.

(a) **Unreduced Benefit**

Members granted voluntary early retirement shall suffer no actuarial reduction in the Minimum Guarantee portion of their pension unless required by the regulatory authorities governing the operation and administration of the Pension Plan. It is understood that the present federal regulations require reductions unless the Member meets at least one of the following rules:

- (i) is age sixty (60) years or more;
- (ii) has acquired 80 or more points as defined in Revenue Canada Regulations;
- (iii) has achieved at least 30 years of service as defined in Revenue Canada Regulations;
- (iv) a Member becomes totally and permanently disabled.

(b) Reduced Benefits

If a Member retires without meeting at least one of the four **(4)** Revenue Canada regulations as set forth in 2 (a), then the lifetime pension is to be reduced by 1/4 of 1% for each month by which the pension commencement precedes the date at which the unreduced benefit could have been paid had the Member continued employment.

3. This programme shall become effective upon ratification of this Agreement and remain in effect until August 31, 1998.
4. A bridge benefit shall be implemented upon voluntary early retirement and remain in effect until the end of the month during which the Member attains age sixty-five (65) years. The benefit amount shall be equal to 0.0065 X (times) the C.P.P. average wage base X (times) the years of pensionable service. In the event of the death of a Member between the dates of early retirement and normal retirement, the bridge benefit shall be reduced to 60% and paid to his/her spouse or dependent children as defined in Revenue Canada Regulations until the Member would have attained age sixty-five (65) years.
5. The fringe benefits shall include:
 - (a) One X (times) the Normal Salary at early retirement for life insurance coverage until the normal retirement date of the Member.
 - (b) OHIP coverage until age sixty-five (65) years.
 - (c) Major medical or extended health care including Green Shield Canada Travel Assistance until normal retirement date (pursuant to Article F.1).
 - (d) Dental care until the normal retirement date (pursuant to Article F.3).
 - (e) Tuition fee waiver pursuant to Article G.

- (9) If improvements in these fringe benefits are provided in subsequent contracts, these improvements shall be extended to retirees on the Early Retirement Programme.

NOTE 1: The cost of these voluntary early retirement fringe benefits shall be borne by the University and not be charged to the Pension Plan.

- (g) In the event of the death of a Member between his/her early and normal retirement dates, or age sixty-five (65) years as it applies to certain other fringe benefits, the spouse and/or dependent children shall continue to be covered by these fringe benefits. Such benefits to be paid/provided until the date the deceased Member would have attained the normal retirement date.

NOTE 2: If government programmes are initiated which provide fringe benefits for Members who have opted for VER, then the financing of the benefit(s) in question will be assumed by the government in which case the University shall utilize any such savings to top up such plans so that the benefits are equal to or better than those already provided to the Members of the Pension Plan through this Agreement.

6. (a) Applications for VER must be submitted in writing to the Office of Human Resources with a copy to the Vice-president, Academic and the President of the Faculty Association within three (3) months of ratification of this Agreement. Within thirty (30) working days of the final date for receipt of applications, Members must be notified by the Early Retirement Joint Committee (ERJC) of the disposition of their application with a copy to the Vice-president, Academic and the President of the Faculty Association.
- (b) All approved applicants must commence their early retirement on the June 30th, or August 31st, pursuant to clause 47:04 of this Agreement, immediately following their achieving eligibility. For purposes of clarity, those who have already acquired 70 points as of September 1, 1996 shall retire on June 30, 1997 or August 31, 1997 pursuant to clause 47:04 of this Agreement. The requirement for approved applicants to take early retirement is subject to the proviso that the Member(s) receive a full retirement allowance.
- (c) All unsuccessful applicants for VER must receive the complete list of successful applications, and the order of selection, by the date on which the selections are announced.
7. Indexing of pensions as outlined in the current Retirement Plan shall apply to all **early** retirees. Future indexing improvements given to VER recipients shall apply equally to all VER recipients, except that the bridge benefit will not be indexed.

8. Annually, by September 1, all material will be transmitted to the Faculty Association concerning gross and net costs, replacement factors such as numbers, salaries, rank and any other information which will enable the Faculty Association to evaluate the performance of the programme. A master summary of this information shall be provided by the University and made available to the Faculty Association upon the completion of the programme after August 31, 1998. Confidential information may require that the transmission of these statements be on a generalized or averaged basis.
9. Any other previously agreed to rights and privileges accorded to regular retirees shall be extended to voluntary early retirees.
10. The University shall provide expert professional outside group counselling for those interested in voluntary early retirement within the forty-five (45) days following the ratification of this Agreement. The cost of this counselling shall be charged to the Pension Plan Surplus, up to a maximum of \$20,000.
11. Eligibility for this programme shall be based on the point system as described in item 2 of this Appendix A. Where the number of eligible applicants exceeds the funds, agreed applicants shall be ranked on the basis of age and years of service at the University of Windsor. Where a tie in points arises for the last position available, the tie shall be broken by the highest number of months of actual full-time service at the University of Windsor. If this does not break the tie, then all such Members shall be considered successful applicants in that year. Eligibility for this programme shall be determined by the Joint Chairs of the ERJC.
12. Those not eligible for the rule of 70/55, but with ten (10) years or more of pensionable service at the University of Windsor and age fifty-five (55) years or older, shall be eligible for the following actuarial reductions which are less than the full actuarial reductions stipulated in section 14:
 - (a)
 1. One-third (1/3) of one percent (1%) for each of the first sixty (60) months by which the pension commencement date precedes the Normal Retirement Date; and
 2. One-half (1/2) of one percent (1%) for each additional month in excess of sixty (60) months, if any, by which the pension commencement date precedes the Normal Retirement Date.
 - (b) Costs associated with the foregoing shall not be charged to the VER Plan Fund.

13. Fringe benefits as listed in item 5. of this Appendix A will also be available to Members referred to in item 12. Such fringe benefits shall not be charged to the Pension Plan.
14. Members who are fifty-five (55) years of age but with less than ten (10) years of service at the University of Windsor, may retire early at full actuarial reduction.
15. There shall be a review mechanism available to Members which shall provide them with access to the necessary facts which will enable them to determine the validity of the decision of the Joint Chairs of the ERJC. A review may be requested in writing to the Office of Human Resources. An appeal must be made within two weeks of the release of the names of those taking early retirement. A successful review shall not remove another Member from the list of those eligible to take early retirement. Decisions taken after review by the ERJC minus the two Chairs shall be final and binding. In the event of a tie, the ERJC shall select a disinterested third party to make the decision. Grievance and arbitration procedures of this Agreement shall not apply.
16. A Member may request an actuarial calculation of his/her VER monthly pension once per annum.
17. Interpretations and the mode of administration of this VER Plan agreement, once ratified, shall be made by the ERJC. In the event of an impasse, the ERJC shall select a disinterested third party to make the decision.
18. Three million, seven hundred and fifteen thousand dollars (\$3,715,000) of the surplus declared by the Pension Plan actuary on July 1, 1995 shall be used exclusively to fund the VER Plan. If all of the funds are not utilized by August 31, 1998, then such funds shall be set aside for future VER negotiations or such purpose as may be jointly determined by the Faculty Association and the University of Windsor. Any statutory or regulatory requirement found to limit the ability to charge the cost of the VER Plan against the Pension Plan surplus will be handled on a cost neutral basis. Cost neutral basis means that the University will be allowed to adjust its contributions to the Pension Plan to take into account any direct payments that must be made to the Early Retirees due to the inability to charge the enhanced portion pension payments to the surplus. The debit of each VER departure will amount to the actuarial value of the ultimate benefit minus the normal benefit. Cost neutral basis does not mean that the Members of the Plan or the University will be required to contribute additional funds for purposes of this VER Plan. Unfunded liabilities and current service costs are not to be deducted from the fund reserved exclusively for the VER Plan.

19. The actuaries of the respective parties may make recommendations for purposes of developing language consistent with the terms of this Memorandum and suitable for amending the Retirement Plan text, subject to the approval of both parties.
20. The provisions of the VER Plan in this Appendix A are subject to the approval of the Ontario Pension Commission and the Department of National Revenue in addition to the ratification of the Board of Governors and the Faculty Association of the University of Windsor.
21. The disposition of any uncommitted VER reserve as at June 30, 1997 will be subject to further negotiations by the parties. It is clearly understood that the VER reserve does not include the Retirement Allowance.
22. The University agrees to make every reasonable effort to continue VER and/or Early Retirement Programmes beyond August 31, 1998.

B. Retirement Allowance

- I. -
 - (a) There shall be a Retirement Allowance Fund established on ratification of this Agreement to fund Retirement Allowances as part of the Early Retirement Programme as described in this Memorandum.
 - (b) The Retirement Allowance Fund to be used for the Early Retirement Programme shall not exceed \$1,486,000.
 - (c) The cost of the Fund shall be borne out of the suspension of the University's contributions to the Pension Plan in the amount of such cost.
2. The parties agree that any Member retiring under the terms and conditions of the Voluntary Early Retirement (VER) Plan shall be eligible to receive a Retirement Allowance subject to the VER Plan procedures for ranking. When the number of eligible applicants exceeds the retirement allowance funds, agreed applicants shall be ranked on the basis of their age and the length of full-time service at the University of Windsor provided that the applicant(s) have at least six (6) years service at the University of Windsor. Subject to governing and prevailing Income Tax Regulations:
 - (i) a payment of eight percent (8%) of annual salary prorated by days for each year from the date of early retirement to the normal retirement date adjusted by subtracting two (2) years. The following formula sets forth this provision: $.08 \times (\text{times}) \text{ nominal salary} \times (\text{times}) [\text{normal retirement minus two (2) years minus VER date}]$ and
 - (ii) A payment of 0.5% for each year of service at the University of Windsor.

3. In the event there are insufficient funds to award a full Retirement Allowance, a partial Retirement Allowance shall be offered to the Member. The Member shall have the right to accept or refuse the said partial Retirement Allowance. If the Member refuses the partial Retirement Allowance, the next highest ranked Member shall be offered a Retirement Allowance.

DEFINITIONS

Actual Full-time Service Credit for VER and Retirement Allowance Eligibility:

This means the sum of the following:

1. A year or a fraction of a year when a Member is working at the University of Windsor or its predecessors or any other academic or research institution for faculty and librarian Members or any other organization for AAS and Certain Others on a full-time basis and for sessional members on an equivalent pro-rated basis.
2. A sabbatical which will be based on a year or fraction of a year and as multiplied by the percentage of maximum pension contribution during that period.
3. A year or fraction of a year while on authorized sick leave or disability leave as provided by Section 4:01 of the Pension Plan text.
4. Leave of absence authorized by the University (with pay only), provided that the Member is contributing to the University of Windsor Pension Plan. The percentage of maximum pension contribution shall also apply for this time period as a factor.

Age

Age shall be defined as the age of the Member during the Plan Year (July 1 - June 30) in the year of early retirement.

VER

VER stands for Voluntary Early Retirement and applies to that Plan where eligibility is limited by seventy (70) points and fifty-five (55) years of age.

Top Up

Top Up refers to the additional funds the University must pay to purchase additional benefit coverage if a government benefit programme is established and covers a benefit programme which provides less coverage than is already enjoyed by the Member.

Date of Implementation

date of Implementation is that date in a given year which coincides with the effective retirement date of the Member at which time he/she may begin early retirement.

Mail

All mail must be sent registered or hand delivered.

Successful Applicant

A successful applicant:

- (a) meets the criteria of eligibility; and
- (b) for whom there is sufficient funding to carry his/her costing in the VER Plan; and/or
- (c) is tied (as described in part 11) and who meets conditions (a) and (b).

Unsuccessful Applicant

An unsuccessful applicant is an applicant who does not meet the criteria listed in the above terms and conditions for a successful applicant.

Early Retirement Joint Committee (ERJC)

The ERJC shall consist of three Members appointed by the President of the University and three Members appointed by the Executive Committee of the Faculty Association. There shall be Joint Chairs and all shall vote. In the event of a tie, a third disinterested party shall be agreed to by the ERJC and he/she shall make the decision.

THE TERMS OF **THIS** AGREEMENT HAVE BEEN APPROVED

BY

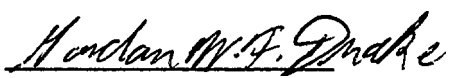
BOARD OF GOVERNORS

AND

FACULTY ASSOCIATION

Signed for the parties this 10th day of February, 1997

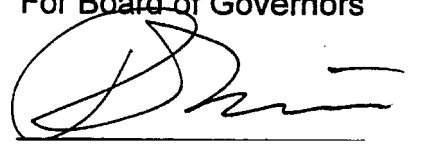
For Faculty Association

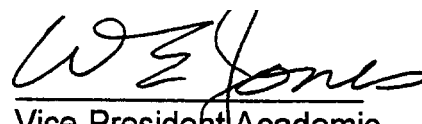

President


Chief Negotiator


Chief Negotiator

For Board of Governors


President


Vice-President Academic
Vice-President Academic