

Collective Agreement

between

Brock University

and the

Brock University Faculty Association

1 July 2003

to

30 June 2006



**Brock
University**

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Article 1 - Definitions

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

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

Article 2 - Purposes

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

Article 3 - Management Rights

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

Article 4 - Policies and Practices

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

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

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

- 4.02 The Parties acknowledge the existing rights, privileges and responsibilities of members to participate in the formulation and/or recommendation of policy within the University.
- 4.03 The Parties agree that the provisions of this Agreement shall not operate so as to infringe the powers of Senate, as set out in the Act.
- 4.04 The Parties agree that the provisions of the Faculty Handbook shall apply to members so long as these do not conflict with the provisions of this Agreement. It is further agreed that if any clause of the Handbook is found to be inconsistent with provisions of this Agreement, the Agreement will prevail.

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

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

Article 5 - Parties to the Agreement

5.01 Brock University recognizes the Brock University Faculty Association as the sole and exclusive bargaining agent for members of the Bargaining Unit as defined by the Certificate issued by the Ontario Labour Relations Board, 18 December 1996, OLRB File No. 2461-96-R attached as Appendix 'A'. In addition, the University agrees that the geographic limitations stated in the above certificate, namely, "... in or out of the City of St. Catharines and the City of Hamilton ..." be read as "... within the Province of Ontario ...".

5.02 Notwithstanding 5.01, the Parties agree that the collegial process will continue to be fundamental to the life of the University. Therefore, the Union acknowledges the right of individual members to participate independently in the formulation of policies and procedures for the functioning of the University and to take part independently in the work of appropriate governing bodies, committees, councils and the Union.

5.03 Likewise, individual members may represent themselves independently when negotiating with the University or outside agencies for research and service contracts, arrangements and agreements, provided that these are consistent with the principles and provisions of Article 24 or 25, as appropriate, and with this Agreement in general. Members may be represented by the Union in any such dealings if they so wish.

5.04 When the University agrees with a member to provide alterations to workload or additional financial compensation it will advise the Union. Any such alterations will be consistent with this Agreement and will not be unreasonably denied to other members in the same circumstances should they also request such arrangements.

Article 6 - Joint Committee on the Administration of the Agreement

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

Article 7 - No Discrimination

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

Article 8 - Abuse of Professional Authority, Sexual Harassment and Harassment

8.01 Abuse of Professional Authority

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

8.02 Sexual Harassment

The Brock University Sexual Harassment Policy and Procedures that came into effect on 15 November 1991 shall be attached as Appendix 'B' to this Agreement and shall remain in effect during the life of this Agreement, with the following amendments and clarifications of the way that its terms shall apply to members of the Union:

- (a) The final sentence of Section 1.1 which reads, "The University does not condone sexual harassment" shall be taken to mean that the University and the Union oppose sexual harassment because it violates personal dignity and integrity;
- (b) Section 1.2(c) shall be interpreted so as not to limit a member's right to all of the information that she or he needs to make a full and effective defense against any allegation of improper behaviour;
- (c) The part of the definition of sexual harassment provided in Section 2.1.1(d) shall be interpreted as referring only to behaviour that the individual or group engaging in the behaviour knows, or ought reasonably to know, will interfere to a significant degree with the academic or work environment or will create an intimidating or hostile atmosphere for other reasonable people;
- (d) The definition of "Supervisor" provided in Section 2.5 shall be replaced by "the appropriate Dean" in the case of faculty members, and by "the University Librarian" in the case of professional librarians;
- (e) In no case will the Sexual Harassment Advisor include in a file the identity of the person or persons about whom a complaint has been made without also including the identity of the complainant;

- (f) The requirement in Section 4.3 that members notify the Sexual Harassment Advisor of complaints when the complainant does not wish to contact the Advisor shall not require the disclosure of the identity of either the complainant or the alleged respondent(s). The member should advise the complainant that there is a Sexual Harassment Policy and should recommend that he or she contact the Sexual Harassment Advisor on a confidential basis. Should the person decline to do so, the member is strongly advised to record the details of the conversation except the name of the person alleged to have acted inappropriately in a signed and dated memorandum to be kept by the member in a confidential file.

This record should confirm that the inquirer/complainant was advised to contact the advisor and declined to do so. The member is advised to inform the Sexual Harassment Advisor of the occurrence of this discussion, and to confirm that a confidential record has been made. This record should be made available to the University should it face legal action by the inquirer or complainant on the grounds that it did not show due diligence in dealing with the matter. The member is advised that failure to comply with these recommendations may render the member personally liable. The Parties agree to distribute an annual reminder of these recommendations;

- (g) In any meeting under Section 5, whether for mediation or some other purpose, in which a member is a complainant or a respondent, the member may be accompanied by an Union observer if he or she so wishes;
- (h) Nothing that is said in the course of mediation shall be reported as evidence in any formal hearing under Section 6 of the Policy, nor under Articles 9, 10 or 23 of this Agreement;
- (i) In any action taken under Section 6, a member who is a complainant or respondent shall be represented by the Union, and the Union may choose to be represented by legal counsel. This right of representation will extend to the Hearing including the right to call and examine witnesses on behalf of the member;
- (j) When a Hearing Panel is struck under the terms of Section 6.3, and a member of the Union is involved as either complainant or respondent, the Chair will be appointed jointly by the President of the University and the President of the Union. If the matter to be heard also involves a member of another union or organized group, the senior representative of that union or group shall also agree on the appointment of a Chair. At the request of the member who is a complainant or respondent, his or her supervisor shall be replaced by another officer of the University holding the position of Dean or University Librarian;
- (k) Under Section 6.4, if a member is either the complainant or respondent, he or she and the Union will have the right to examine the entire file, including any portion that might have been considered closed under the terms of the Policy. In addition the Union will have the right to make copies of any material at its own expense;

- (l) Any clarification of any matter relating to the file that the Sexual Harassment Advisor makes under the terms of Section 6.5 may be requested in writing by the Panel on its own behalf or on behalf of the complainant or respondent, and shall be given in writing to all of the Parties, each of whom will have the opportunity to comment on the clarification. Such clarifications shall deal only with questions of fact, and shall not offer any opinion or judgment;
- (m) Should any disciplinary action be taken against a member resulting from the Formal Hearing, it will be done under Article 9 of this Agreement;
- (n) If the complaint is sustained by the Hearing Panel, the Sexual Harassment Advisor's file and the recommendations of the Panel shall become a part of the respondent member's personnel file, but such records will be destroyed after two (2) years if no subsequent allegations of similar behaviour have since been sustained or are then under investigation;
- (o) If the complaint is not sustained, the respondent shall determine whether the file is to be maintained in his or her personnel file, or if and when it is to be destroyed;
- (p) When a complaint involving a member has reached its final disposition, the two Parties will agree upon a succinct statement of the nature of the allegation, the identities of the complainant(s) and respondent(s), the procedures of the Policy and the provisions of this Agreement that were implemented, and the disposition of the complaint. This statement may be kept in a confidential file held by the Sexual Harassment Advisor and the material in that file may be used only to address any issue about the adequacy of the University's response to a complaint, and/or in the case of a subsequent allegation of misconduct of a similar nature;
- (q) In any arbitration under Article 10 of this Agreement that arises from decisions made under the terms of the Brock University Sexual Harassment Policy and Procedures, the Parties and the arbitrator shall have the right to consider all the relevant evidence, regardless of whether or how that evidence was or was not considered by a Hearing Panel under Section 6 of the Sexual Harassment Policy and Procedures.

8.03 It is recognized that any sexual invitation by a faculty member to his/her student may carry the weight of the instructor's authority and may therefore be an unfair pressure upon the student and an exploitation of the faculty member's position.

8.04 **Harassment**

The Parties agree that they are opposed to harassment at this University. Harassment is unwarranted oral, written or physical behaviour, which is of an intimidating or abusive nature.

Article 9 - Discipline

- 9.01 Discipline shall be for just cause only. Any warning, reprimand or other discipline shall be confirmed in writing to the member and a copy placed in the member's file in the office of the appropriate Dean or University Librarian and Human Resources. Any disciplinary action shall be commensurate with the severity and frequency of the violation, and with any aggravating and/or mitigating circumstances, and, except in very serious instances, discipline shall be progressive.
- 9.02 The Parties shall make every reasonable effort to encourage informal consultation and investigation of allegations, with a view to resolving the matter, without formal disciplinary action being initiated.
- 9.03 Any member who is to be disciplined must first be informed in writing by the University, with a copy to the Union, of the specific nature of the alleged offense, including a summary of the evidence supporting the allegation and the identity of any witnesses upon whose testimony the University intends to rely. Such notice shall be sent to the member's University address and to the Union. If he or she requests, the member will then be given a week to respond in writing or at another meeting called for that purpose. At any meeting to consider the matter, the member will be accompanied by a Union representative. The Union may choose to be represented by legal counsel. However, if it intends to use legal counsel it will inform the University of its intention a week in advance. The requirement for notice may be waived by the University.
- Should a member fail to respond to the notice set out above, either personally or through a Union representative, within a week or fail to attend a meeting set up to consider the matter, the University may proceed to reach its own conclusion about the matter and take commensurate disciplinary action.
- 9.04 The fact that disciplinary action has been initiated against a member will not be used in any academic or performance assessment. The information, however, which resulted in discipline may be considered only if specifically relevant to the criteria for the recommendation or decision being made under Articles 21, 22, 34 and 35. The complete result of any discipline initiated, including any result with respect to merit assignment, will be communicated to the member at the time discipline is initiated.
- 9.05 All University personnel file records of any alleged misconduct shall be destroyed forthwith after the review of evidence required by Article 9.03 if the allegation is not substantiated.
- 9.06 The record of disciplinary action and the matters leading up to it will be kept in the member's personnel file. The record will be removed from the member's file and destroyed after two (2) years provided that no subsequent allegation of similar misconduct has been confirmed or is under investigation.

At the time the file is destroyed, the Parties will agree on a succinct statement of the nature of the allegation that led to discipline, the procedures followed in dealing with the matter and the discipline taken. This statement may be kept in a confidential file held by the Vice-President, Academic. However, if the discipline resulted from a charge of sexual harassment under Article 8, then the summary document will be maintained by the Sexual Harassment Advisor. The material in the file may only be used in the case of an allegation of similar misconduct.

- 9.07 If the member against whom the allegation was made, whether substantiated or not, requests that such records be maintained, the provisions of Article 9.06 for the destruction of records shall not apply.
- 9.08 Discipline, if taken, will be in one of the following forms, listed in increasing order of severity:
- (a) a letter of warning
 - (b) a letter of reprimand
 - (c) suspension with pay
 - (d) suspension without pay
 - (e) dismissal for cause

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

- 9.09 In the event that disciplinary action puts a member's research at risk of irreparable damage (such as the loss of live or decomposable materials, or missing the occurrence of an infrequent event), the University shall facilitate access to specific research facilities by the member or a mutually acceptable designate in order to minimize any such risk.

Article 10 - Complaints, Grievances and Arbitration

10.01 Terms

- (a) A grievance is any difference that arises between the Parties relating to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- (b) A policy grievance, defined as involving a question of general application or interpretation of this Agreement, may be initiated by the Union at Stage 2 of the grievance procedure.
- (c) A complaint is a disagreement which may lead to a grievance.
- (d) The Parties shall be bound by this Article, and shall promptly implement all decisions arrived at under the procedures described in this Article.

- (e) The Union shall have carriage of all grievances. The University shall deal only with the Union with respect to a grievance. A representative of the Union shall be present at all stages of the formal complaint, grievance and arbitration procedures.
- (f) The Parties agree that differences between them are best resolved at the earliest possible stage. To that end they agree to cooperate in the exchange of relevant information so that each Party is aware, to the extent possible, at each stage and at least one (1) week prior to an arbitration hearing, of the nature of the case that the other Party will present, including the documentary evidence that will be presented, any witnesses on whose testimony the Party intends to rely and any other relevant information. The Party requesting the information may be obliged by the other to pay the reasonable cost of the production of such information.

10.02 **Complaints**

- (a) The Parties to this Agreement shall make every reasonable effort to encourage informal, amicable and prompt settlement of complaints
- (b) Informal discussions between the persons directly involved in the matter giving rise to a complaint shall commence within twenty (20) working days of the date when the act or omission in dispute has become known, or ought reasonably to have become known, to the complainant.
- (c) The University and the Union both agree to extend their good offices in the course of such discussions in respect of appropriate support, informal mediation and/or investigation. No person involved in a complaint shall deny the right of any other person so involved to accept the offices tendered. A member making a complaint has the right to be represented by the Union during the course of the informal mediation and/or investigation.
- (d) Attempts at informal resolution shall not be unreasonably brief nor prolonged. In no case shall these last fewer than ten (10) days without the express written consent of all persons directly involved in the complaint, nor longer than thirty (30) days.
- (e) If a complaint is not resolved within thirty (30) days of the commencement of informal discussions, or if the persons directly involved agree to terminate discussions after a shorter period, the matter becomes subject to formal grievance proceedings.

10.03 **Grievances**

- (a) The Parties to a grievance shall be the Parties to this Agreement and those only.
- (b) If a formal grievance is to be filed, it shall be initiated within ten (10) working days of the matter's becoming grievable.

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

Stage 1

- (g) Within ten (10) working days of the initiation of a grievance, the President or his/her designate, ordinarily the University Librarian or the appropriate Dean, and the President of the Union, or his/her designate, shall meet to attempt to resolve the grievance.
- (h) The Party receiving formal notice shall make formal written response within ten (10) working days of the meeting between designates of the Parties.
- (i) If the grieving Party is not satisfied with the disposition of the grievance, it may submit the grievance to Stage 2, including, where appropriate, a restatement of the claim in the light of the formal exchange, provided that it acts within thirty (30) working days of the initiation of the grievance.

Stage 2

- (j) Within ten (10) working days of the receipt of notice, the President, or his/her designate, and the President of the Union, or his/her designate, shall meet to attempt to resolve the grievance.
- (k) The Party receiving formal notice shall make formal written response within ten (10) working days of the meeting between designates of the Parties.

- (l) If the grieving Party is not satisfied with the disposition of the grievance in the formal response to the notice, it may submit the grievance to Arbitration, including, where appropriate, a restatement of the claim in the light of the formal exchange, provided that it acts within ten (10) working days of receipt of the response, or, if there has been no response, within thirty (30) working days of the filing of notice of intent to proceed to Stage 2.

Arbitration

- 10.04 The Parties agree that the practices and procedures of the Labour Relations Act governing grievance arbitration of collective agreements shall generally apply, as well as the following provisions:
- 10.05 The Parties agree that they will confer no later than thirty (30) days before the scheduled Arbitration hearing and use their best efforts to resolve the grievance.
- 10.06 Arbitration shall be by a single arbitrator, unless the Parties agree to refer the matter to a three (3) person Board of Arbitration.
- 10.07 For a single arbitrator, the following shall apply:
 - (a) The Parties agree that the following persons serve as arbitrators on a rotating basis during the term of this Agreement:

Mr. Ken Swan
Ms. Paula Knopf
Mr. Kevin Burkett
Ms. Pamela Picher
Mr. Owen Shime
 - (b) The persons named in (a) above shall be asked to serve as single arbitrators in rotation according to the order in which they are listed. If an arbitrator is not available, the next person on the list shall be selected, and so on, until one of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be the next in sequence of selection. However, by mutual consent in writing, the Parties to the grievance may select a listed arbitrator out of turn or select an arbitrator not on the list. No person may be appointed as an arbitrator or a member of a Board of Arbitration which would involve a conflict of interest because of personal involvement in the subject matter of the particular dispute
 - (c) If none of the persons named in (a) above can or will act and if the Parties to the grievance cannot then agree on another arbitrator, the Parties shall ask Mr. Owen Shime, or failing him the next arbitrator from the list in (a) above, to appoint an arbitrator.

- 10.08 Where a three-person Board of Arbitration acts, the following shall apply:
- (a) Each Party to the grievance shall nominate one (1) member of the Board and a Chair shall be chosen according to the provisions for a single arbitrator.
 - (b) Where the dispute involves Academic Freedom, Discrimination or loss of employment for a member, the nominees of both Parties to the grievance and the Chair must hold or must have held a full-time academic appointment, but shall not be members of the faculty of Brock University.
- 10.09 The single arbitrator or Board of Arbitration shall give full opportunity for both Parties to the grievance to present evidence and make representations.
- 10.10 The single arbitrator or Board of Arbitration shall have no power to alter or amend any of the provisions of this Agreement or to substitute any new provisions for existing provisions, nor to give any decisions inconsistent with the terms and provisions of this Agreement.
- 10.11 The decision of the single arbitrator or Board of Arbitration, including any remedy or remedies, shall be final and binding on both Parties.
- 10.12 Each of the Parties to the grievance shall bear the fees and expenses of its appointee, if any, to the Arbitration Board. These Parties shall share equally the fees and expenses of a single arbitrator or those of the Chair of an Arbitration Board. Each Party to the grievance shall bear its own expenses of appearing at hearings.
- 10.13 In cases involving dismissal, failure to renew a probationary contract, denial of tenure or permanency, the Union shall have the right to take a dispute directly to arbitration (subject to Article 21.11 (b)(vii) and Article 23.01). In all cases involving dismissal, failure to renew a probationary contract, denial of tenure or permanency, discipline, alleged discrimination or incompetence, the burden of proof shall be on the University to establish its case.
- 10.14 Suspensions and dismissals take effect at the time specified in the notice to the individual. If the Union grieves a suspension without pay, the member will continue to receive salary and be eligible for all benefits until the grievance is decided. If the member or the Union grieves a dismissal, the member shall continue to receive salary and be eligible for all benefits until the grievance is decided or four (4) months have elapsed since the date of dismissal, whichever is the lesser.

The Parties agree to make every reasonable effort to complete the grievance/ arbitration process within the four (4) month period. In particular, the Parties agree to commit themselves to accommodating the availability of the arbitrator to ensure the earliest possible date for a hearing and to refine the issues between them so as to minimize the number of hearing days.

Arbitrators will be approached, as set out in Article 10.06, on the basis that they consider it reasonable that the hearing can be commenced and a preliminary decision rendered, perhaps without complete reasons, within the four (4) month period.

If the arbitrator's decision is delayed beyond the four (4) month period due to reasons beyond the control of either Party, the member shall continue to receive salary and be eligible for benefits until the grievance is decided.

Article 11 - Academic Freedom

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

11.05 Professional librarians shall be: free to discuss and criticize, including criticism of the University and the Union; free from censorship by the Parties; free in the choice and pursuit of scholarly activity, subject to Article 13.02 (f) and free to disseminate the results and conclusions of such scholarly activity; and free to state their professional views on matters relating to their discipline. Professional librarians have the responsibility not to practice or permit censorship in the selection or use of library materials and to strive to provide to members of the University community the fullest possible access to information sources regardless of how controversial those may be.

Article 12 - Rights and Responsibilities of Faculty Members

12.01 Faculty members shall have the right to engage in teaching, to devote a reasonable proportion of their time to research, creativity, and other scholarly activities, to participate in the deliberative and decision-making bodies of the University, to participate in the work of the Union, to participate in the activities of learned professions and societies, and to participate in community affairs.

12.02 Faculty members in the constituency affected shall be entitled to serve on search committees for positions including those of: President, Vice-President Academic, Dean(s) and any other senior academic positions reporting to the Vice-President Academic. All search committees for positions outlined above shall be represented by gender.

12.03 In their published works, faculty members shall give appropriate credit if they rely upon the work or assistance of colleagues and/or students and, when possible, shall indicate their affiliation with the University.

12.04 When addressing themselves to the community at large, faculty members retain the rights and responsibilities which flow from the exercise of academic freedom. Unless otherwise authorized, the faculty member shall not purport to speak or act on behalf of the University, but shall have the right to indicate his/her status within and affiliation with the University.

12.05 A faculty member's professional obligations and responsibilities to the University shall encompass the following: teaching; research, scholarly, professional or creative activity; service to the University and the Union. While the pattern of these duties may vary among disciplines/professions and may vary from individual to individual as described in Article 24, they constitute the faculty member's principal obligation during the academic year and include responsibilities as follows:

(a) A faculty member shall carry out his/her responsibilities for teaching with all due attention to the establishment of fair and ethical dealings with students. This includes *inter alia*:

(i) being accessible to students for academic consultation during regularly scheduled and reasonable office hours or at other times as appropriate for the department or program;

- (ii) informing students regarding course formats, assignments and methods of evaluation;
 - (iii) maintaining teaching schedules in all but exceptional circumstances and, in cases of sudden illness or emergency, making all reasonable effort to notify the department;
 - (iv) in the case of planned absences, informing the Chair and/or Dean and the students of any necessary cancellation and making mutually acceptable arrangements for dealing with the situation;
 - (v) allocating an appropriate amount of time in each regularly scheduled course of five (5) or more students for student course evaluations as specified in the procedures of the Department or Program;
 - (vi) adhering reasonably to schedules for submission of grades and evaluations;
 - (vii) exercising, with discretion, the right of faculty members to insist on order in the classroom;
 - (viii) exercising the duty of faculty members to insist on safety in the workplaces under their supervision, including the eviction of any person who poses a threat to himself/herself or others;
 - (ix) performing their responsibilities under the Health and Safety Act.
- (b) A faculty member shall be entitled to and expected to devote a reasonable proportion of his/her time to research and scholarly or creative work consistent with his or her discipline(s) or fields (see Article 24). The faculty member shall have the right to seek University support for such research/scholarship. He/she shall make reasonable efforts to make the results of such work accessible to the scholarly and general public through means appropriate to the discipline or field.
- (c) Service to the University is performed by faculty members through participation in the deliberative and/or decision-making bodies of the University, and through sharing the necessary administrative work of their departments, the University or the Union. In performance of these collegial and administrative duties, faculty members shall deal fairly and ethically with their colleagues, shall objectively assess performance of their colleagues when this is required, shall avoid discrimination and shall not infringe upon their colleagues' academic freedom, and shall observe appropriate principles of confidentiality.

12.06 (a) Brock University has two (2) campuses, one in St. Catharines, Ontario and one in Hamilton, Ontario. The home campus for existing members shall be the campus at which their office is currently located. New faculty members shall be assigned to a campus at the time of their appointment.

- (b) The University shall not relocate a member from one campus to another without reasonable prior notice, with a copy to the Union, and only on the basis of a demonstrable operational need that cannot otherwise reasonably be met.
- (c) If a member requests relocation from one campus to the other, the University shall make reasonable efforts to accommodate that request.
- (d) Faculty members shall not be required to teach more than one-half of their teaching load at locations other than their home campus.
- (e) Faculty members who are assigned to teach at locations other than their home campus, or who are required to conduct University business at locations other than their home campus, shall be reimbursed by the University for reasonable travel expenses.

12.07 When faculty are assigned to teach courses away from their home campus, the University shall provide additional research support in the amount of four hundred dollars (\$400.00) for each half-credit course they are assigned to teach away from their home campus. This amount will be deposited into the member's PDR account and such amount shall be subject to the current guidelines for eligible expenses for PDR accounts.

Faculty who are assigned to teach more than one (1) course at the same off campus location on the same day shall only be entitled to one (1) four hundred dollar (\$400) stipend for all of the courses taught at the same off campus location on that day.

12.08 Each faculty member shall submit an Annual Report to the appropriate Dean detailing his/her professorial activities and accomplishments for the year (1 May to 30 April). When reporting on research, scholarship and creative activities and efforts at generating research funds, the faculty member shall have the responsibility, upon request, to indicate the nature and relevance of these activities to his/her professorial responsibilities. An up-to-date *curriculum vitae* will be submitted with the Annual Report.

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

- (a) faculty members are encouraged to include information about relevant outside professional activities which may bring credit to themselves and/or to the University in their Annual Reports, but since these activities are undertaken in addition to the faculty members' responsibilities to the University, they are not required to do so;

- (b) if the time commitment to those activities is such as to interfere with the fulfillment of his/her duties and responsibilities to the University, the Dean may require the individual to reduce such activities appropriately, or seek a reduced load or leave without pay;
- (c) any faculty member engaging in a substantial amount of paid or unpaid outside professional activities shall discuss these activities with the Dean to ensure that it is mutually agreed that these activities are not in conflict with the faculty member's professional responsibilities to the University, as set out in Articles 12 and 24;
- (d) when a faculty member's outside activities involve the use of University facilities, supplies or services, permission for the use of such facilities, supplies or services, and agreement on reimbursement, if appropriate, shall be obtained in advance by the member from his/her Chair, Dean or designate.

12.10 Nothing in this article shall be interpreted as contradicting duties as outlined in the Letter of Appointment (Article 19.03 (f)), or as outlined in Article 24.01 (Workload).

Article 13 - Rights and Responsibilities of Professional Librarian Members

- 13.01 Both Parties acknowledge that, as the nature of professional librarians' work and qualifications are essentially academic, they are partners with faculty in the support and promotion of the University's academic goals. Professional librarian members have certain rights, duties and responsibilities which derive from the professional, academic and collegial nature of their work in the University Library. Their duties and responsibilities shall be an appropriate combination of professional practice for the University Library, service to the University, the Union, the profession and the community, and scholarly activity. The exact distribution of individual duties and responsibilities may vary from time to time and from individual to individual.
- 13.02 Professional librarian members shall be entitled to serve on search committees for positions including those of: President, Vice-President Academic, University Librarian, and Associate University Librarian.
- 13.03 The principal responsibility of professional librarian members is to support the teaching and research needs of the University community through professional practice for the University Library. Professional practice includes the following:
- (a) instructional, consultative and research assistance to library users;
 - (b) selection, acquisition, and organization of information resources;
 - (c) management of library collections, information systems and service programs within the limits of the funding allocated to the Library;
 - (d) management of the activities and resources of a library department and participation in the work of library committees.

In addition, and consistent with their principal responsibility:

- (e) Professional librarian members have the right and responsibility to provide service to the University, the Union, the profession and the community through active membership on University or Union committees and participation in professional or academic organizations.
- (f) Professional Librarians have the right and are encouraged to engage in scholarly activity related to library and information science in general, or as it pertains to the area(s) of academic specialization as specified in the member's job description as part of his or her duties. The purpose of scholarly activity conducted by a professional librarian is to increase knowledge and understanding and/or to improve his or her professional competence. Such activity is subject to evaluation in the annual performance appraisal of the professional librarian member. Professional librarians shall make reasonable efforts to make the results of such work accessible to the scholarly and general public through means appropriate to the discipline or field, and shall, in any published works that are written as a part of their duties, acknowledge their affiliation with the University whenever possible.
- (g) Professional librarians shall ensure that a reasonable balance exists between service and/or scholarly activity as defined in Article 13.03 (e) and (f) and their principal responsibilities as defined in Article 13.03 (a) through (d), and shall inform the University Librarian or designate in advance of such planned activity.
- (h) Full-time professional librarian members holding permanent appointments may apply for release time to pursue professional development activities pursuant to 13.03 (k) or scholarly activities pursuant to Article 22.02 (c) (i) through (v). The annual maximum release time for such activities shall be twenty two and one half (22.5) days, and shall be prorated for professional librarian members on reduced load. A written proposal describing the activity and the time required for it shall be submitted to the University Librarian, who shall respond in writing stating whether the application is approved or denied. In the case of denial, there shall be a written statement of reasons. Such activities are subject to evaluation in the annual performance appraisal of the professional librarian member.
- (i) Release time for approved activities shall be scheduled by mutual agreement between the professional librarian member and the University Librarian or designate. Normally, no more than two (2) weeks of entitlement may be taken in any four (4) week period. Professional librarians who are absent from campus for approved release time activities shall arrange such absence through advance consultation with the University Librarian or designate.
- (j) The University Librarian, or designate, after consultation with the relevant professional librarian members, may assign reasonable duties and responsibilities which are not in conflict with this Agreement (see Article 25). The pattern of these responsibilities may vary from individual to individual and from time to time.

- (k) Professional librarians are expected to develop, on a continuing basis, their professional knowledge and expertise. As such they are encouraged to take professional short courses, training sessions, workshops, seminars or like activities and to participate actively in appropriate professional or academic associations provided such activities do not unduly interfere with their principal responsibilities. Professional librarians have the right to seek support from the University in order to undertake these activities.
- 13.04 (a) Professional librarians have the responsibility to deal fairly and ethically with their colleagues, students, faculty and other members of the academic community, to avoid discrimination, to foster an environment conducive to learning, to respect appropriate principles of confidentiality, and to seek the highest possible standards of professional knowledge and performance.
- (b) Professional librarian members shall be free to indicate their status within and affiliation to the University but, unless otherwise authorized, shall not purport to speak or act on behalf of the University.
- 13.05 Each professional librarian member shall submit an Annual Report and an up-to-date *curriculum vitae* to the University Librarian or designate. The Annual Report shall detail the member's professional activities and accomplishments during the previous twelve (12) months (1 May to 30 April). When reporting on scholarly or service activities, the member, upon request, shall indicate the relevance of these activities to the member's professional responsibilities.
- 13.06 Professional librarians will have the same access as faculty to University wide funds to support research and travel subject to the conditions of external funding agencies.
- 13.07 Nothing in this Article shall be interpreted as contradicting duties as outlined in the Letter of Appointment (Article 20.03 (d)) or as outlined in Article 25 (Workload for Professional Librarian Members).

Article 14 - Integrity in Research and Scholarship

- 14.01 The Brock University Policy on Integrity in Research and Scholarship, as approved by the Board of Trustees on 27 June 1995, shall be attached to this Agreement as Appendix 'C', and shall have effect during the life of this Agreement with the following amendments and clarifications of the way that its terms shall apply to members of the Union:
- (a) The Parties agree that forms of misconduct in research and scholarship, other than those specified in Section 4 of the Policy, shall be limited to those that a reasonable person recognizes or ought to recognize as constituting research misconduct.

- (b) The Parties agree that the statement that, "A faculty member who prescribes a textbook that he/she has written for a course that he/she is teaching, should seek the concurrence of the Chair or Dean that the choice of text is appropriate" (p. 4), is a recommendation intended to avoid a real or perceived conflict of interest, but it is not a requirement.
- (c) The Parties agree that, notwithstanding the third paragraph of Section 5.2, Ownership of Intellectual Property, when intellectual property is developed by a person employed by a researcher and paid from funds administered by the University, and when that person functions more as an employee than as an intellectual collaborator, ownership rests with the researcher, except when there is a written agreement specifying that ownership rests elsewhere.
- (d) The Parties acknowledge that the nature of research and scholarship is such that it frequently is impossible to determine the relative contributions of collaborators until the research has been completed. As a result, the requirements in Section 5 for advance agreements and annual reviews shall be interpreted so as to ensure that the eventual ownership of intellectual property and recognition of authorship is consistent with the outcome of the research, regardless of whether that outcome is consistent with earlier agreements.
- (e) In the case of members of this Union, disciplinary action may be taken only under the terms of Articles 9 and 23 of this Agreement.
- (f) When a Committee Investigation is undertaken under Section 6.2 arising from a complaint by or about a member of this Union, the members of the Committee shall be jointly appointed by the President of the University and the President of the Union.
- (g) A complainant or respondent who is a member of this Union shall be accompanied by a Union representative during Committee hearings, and the member and the Union representative shall have the right to read all documents considered by the Committee, to give evidence to the Committee, to be present when others give evidence and, in the case of the respondent and his or her representative, to reply to evidence.
- (h) If the complaint is not sustained, the respondent shall determine whether the file is to be maintained in his or her personnel file, or if and when it is to be destroyed;
- (i) If a complaint is sustained, the complaint file will be kept in the respondent's personnel file for two (2) years, at which time it shall be destroyed, provided that no subsequent allegation of similar misconduct has been sustained or is then under investigation.

- (j) When a complaint involving a member has reached its final disposition, the two Parties will agree upon a succinct statement of the nature of the allegation, the identities of the complainant(s) and respondent(s), the procedures of the Policy and the provisions of this Agreement that were implemented, and the disposition of the case. This statement may be kept in a confidential file held by the Vice-President, Academic, and the material in that file may be used only to address any issue about the adequacy of the University's response to the allegation of misconduct, or about a subsequent allegation of misconduct of a similar nature.
- (k) In any arbitration under Article 10 of this Agreement that arises from decisions made under the terms of the Policy, the Parties and the arbitrator shall have the right to consider all of the relevant evidence, regardless of whether or how that evidence was or was not considered by a Committee Investigation under Section 6 of the Policy.

Article 15 - Accommodation of Persons with Disabilities

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

The Parties agree as follows:

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

The member and the University will agree on an Accommodation Plan and the University will make all reasonable efforts to implement the Plan.

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

Article 16 - Departmental and Program Committee

16.01 Every academic unit offering credit courses shall be governed by a departmental or program committee and every faculty member shall be a member of one (1) or more departmental or program committees.

- 16.02 (a) Recommendations on faculty appointments, non-renewal of appointment, tenure, promotion, leaves, election of chairs or directors, procedures for annual merit recommendations, curriculum development, long-term planning and student evaluations and such other matters as may be agreed to by the members will be undertaken through a Departmental Committee or a Program Committee.
- (b) The Committee will be chaired by the Department Chair or the Program Director.
- (c) The Committee will consist of all full-time members of the department or program, limited-term, probationary or tenured, and any other persons, including students, that the full-time members shall determine.
- (d) The Departmental or Program Committee will establish its own rules of procedure, including provisions of sub-committees if so desired, which shall be consistent with the provisions of this Article.

16.03 The Departmental Committee

Note: Where departmental procedures are referred to, this language encompasses program procedures, as appropriate.

- (a) The Departmental Committee shall publish its rules in October of each year, with copies furnished to each member of the Departmental Committee, to the Dean and to the Union.
- (b) In reaching departmental recommendations in respect of appointment, non-renewal of appointment, tenure, promotion, leaves and election of chairs, the full Departmental Committee shall meet at least once for discussion. In that meeting or meetings, student members, limited term, and non-full-time faculty, if any, shall be given the opportunity to express their views and then be excused from the meeting.
- (c) Voting to establish a departmental recommendation respecting appointment, non-renewal of appointment, tenure, promotion, leaves and election of chairs shall be by the tenured and probationary faculty members of the department only, or those plus the decanal delegate as provided in paragraph (d) below.

- (d) In the case of promotion to full professor or of a tenure decision where an adverse recommendation would indicate termination of employment, the department may, by a departmental decision, be assisted in determining the fairness of its recommendation by a senior member of another department or faculty. This person shall be appointed by the Dean and shall have a vote in departmental committee or sub-committee proceedings.
- (e) The Departmental Committee shall establish procedures for making annual merit recommendations for individual faculty to the Dean.
- (f) The Departmental Committee, after consulting with the Dean, shall establish common evaluation forms and a procedure for student evaluations of all departmental courses with enrollments of five (5) or more students.

16.04 **The Program Committee**

- (a) The membership of the Program Committee will initially be established by the Dean at the inception of the Program, with the advice of interested members of the University community, and in accordance with procedures approved by Senate. Faculty members shall make up the majority of the membership of each program committee, and every program committee shall consist of at least three (3) faculty members, including the director of the program. Thereafter, the membership of the Committee will be determined according to the guidelines below.
- (b) The Director of the Program shall be appointed by means of the provisions set out in Article 27.03, and shall be an ex-officio member of the Program Committee with full voting rights. The Director shall have the same rights and responsibilities as are specified for Department Chairs in Articles 16 and 27 of this Agreement and as may be mentioned in any other Article(s).
- (c) All full-time faculty members who are appointed only to the Program, or who hold a contractual cross-appointment to the Program, will be members of the Program Committee with full voting rights.
- (d) At the beginning of each academic year, the Program Committee may choose to invite certain full-time faculty members to join the Program Committee for the year. Those eligible to receive such an invitation include all full-time faculty members. Those invitees who agree to become members of the Program Committee shall have full voting rights. The membership of the Program Committee shall be confirmed by the appropriate dean and shall be consistent with the requirements of section 16.04 (a).
- (e) At the beginning of each academic year, the Program Committee may choose to invite certain other individuals to join the Program Committee for the year. Those invitees who agree to become members of the Program Committee will be permitted to vote on all matters except personnel issues (appointment, reappointment, tenure, promotion, the election of director, etc).

Article 17 - Library Council

17.01 There shall be a Library Council which shall establish its own rules of procedure, a copy of which shall be furnished to each member of the Council and to the Union.

17.02 The Library Council shall be composed of:

- (a) all professional librarian members of the Bargaining Unit;
- (b) the University Librarian and the Associate University Librarian(s), as ex-officio members.

17.03 The members of the Council will elect a chair and a secretary from among the professional librarian members holding permanent appointments at the first meeting of the Council in the fall term, and the terms of those offices shall be for one (1) year.

17.04 The Library Council shall meet at least once in each Fall and Winter term:

- (a) To establish, annually, an Appointments, Promotion and Permanence Committee which shall consist of the Associate University Librarian and three (3) professional librarian members of the Council with permanent appointments at the Librarian III or IV rank and elected by the Library Council for staggered three (3) year terms. No more than two (2) of the professional librarian members shall be from Reference Information Services. As the occasion arises, the University Librarian may add a further professional librarian member and/or a member of the University community if expertise in a specific area would assist in the evaluation process. In the case of an appointment, if the member added is not a professional librarian, then he/she will be a non-voting member of the Committee. When considering a request for promotion to Librarian IV, the Committee will be augmented by an appointee, external to the University Library, selected jointly by the Vice-President, Academic and the President of the Union. The Committee will elect its own chair.
- (b) To consider any matters it deems relevant to the administration and policies of the Library.
- (c) To make recommendations on appointments, non-renewal of appointment, permanence, promotion, leaves, election of heads, procedures for annual merit recommendations, long term planning and such other matters as may be agreed to by the members through the Library Council or sub-committee as appropriate and agreed to.
- (d) To hear reports on developments generally in the field of library and information science and specifically in the library systems of Ontario universities, to hear reports from professional conferences and workshops, and to discuss the implications of such developments for the University Library.

- (e) To consider any matter, at the call of the Chair of Library Council or whenever five (5) or more of the professional librarian members notify the Chair in writing that they wish the Council to meet.
- 17.05 There shall be a Committee of Reference Information Services, which shall establish its own rules of procedure, a copy of which shall be furnished to each member of the Committee and to the Union.
- 17.06 The Committee of Reference Information Services shall be chaired by the Head, Reference Information Services, and shall be composed of all professional librarian members who provide reference information services, and the Associate University Librarian, as an ex officio voting member.
- 17.07 The Committee shall meet at least once during each term at the call of the Chair or whenever four (4) or more of its members notify the Head, Reference Information Services that they wish the Committee to meet:
- (a) To consider and make recommendations regarding any aspect of the administration of Reference Information Services.
 - (b) To discuss professional issues of interest to reference librarians.

Article 18 - Conflict of Interest

- 18.01 Members are expected to avoid conflicts or the appearance of conflicts between their employment and personal interests.
- 18.02 An actual or potential conflict of interest arises when a member is placed in a situation in which his or her personal interests, financial or otherwise, or the interests of an immediate family member or of a person with whom there exists, or has recently existed, an intimate relationship, conflict or appear to conflict with his or her responsibilities to the University as defined in Articles 12 or 13.
- 18.03
- (a) The existence of a conflict or potential conflict does not necessarily preclude the member's involvement in the situation where the conflict has arisen, or may arise. There may be situations where a conflict once declared can be managed so as to enhance rather than undermine the member's contribution to the University. The conflict or potential conflict must be formally disclosed to the member's Dean or the University Librarian as appropriate before any decision or action is taken.
 - (b) Following consultation with the member and other appropriate persons, the Dean or University Librarian will record the resolution of the matter stating in writing the appropriate manner in which to deal with the actual or potential conflict.

- (c) No member shall knowingly participate in any decision that directly and preferentially benefits the member or any individual with whom the member has an immediate family, intimate or commercial relationship.

Article 19 - Appointments of Faculty Members

19.01 Types of Appointment - The types of appointment are:

- (a) Tenured
- (b) Probationary
- (c) Limited Term
- (d) Part Time (non-members of the Bargaining Unit)

19.02 General Requirements

- (a) The evaluation of a person's eligibility for appointment on academic grounds shall be based on teaching ability, scholarly attainments and professional distinction or, secondarily, on evidence of the person's potential in these areas.
- (b) A candidate's achievement may variously be measured by:
 - (i) the judgment of colleagues in the same or cognate disciplines;
 - (ii) the type of advanced degrees;
 - (iii) the quality (but not necessarily the quantity) of published work; or where relevant, the quality of artistic output;
 - (iv) evidence of teaching ability or potential.
- (c) Prior to appointment, a candidate for a probationary appointment shall visit the campus, be interviewed by all available members of the department as well as, when available, the appropriate Dean, and the President or Vice-President, Academic and perform publicly at least once. As part of the interview process, the candidate will be asked to outline his/her research and scholarly interests and activities. During this visit, the candidate will be scheduled to visit the BUFA office.

19.03 Terms of Appointment

- (a) (i) Initial probationary appointments at the rank of lecturer and assistant professor shall normally be for a period of thirty-six (36) months and shall terminate on the thirtieth of June. The University shall inform the Union of the reasons for making any initial probationary appointment for a period other than thirty-six (36) months.
- (ii) When an appointment is made at the rank of lecturer by virtue of the candidate lacking the degree of Doctor of Philosophy (Ph.D.), or equivalent, obtaining the Ph.D. by a specified date can be a condition for reappointment. Advancement to assistant professor shall follow immediately after completion of all of the requirements for the Ph.D., or equivalent.

- (b) (i) The establishment of qualifications equivalent to a Ph.D. shall take place at the time of appointment, and shall be certified by the department wishing to make the appointment and by the appropriate Dean to the satisfaction of the President.
- (ii) Persons shall be appointed at the rank for which their qualifications are appropriate as determined by the University in accordance with the principles of No Discrimination (Article 7) and after consultation with the department.
- (c) An initial probationary appointment as associate professor shall be for a period of not less than twenty-four (24) months nor more than thirty-six (36) months, terminating on June thirtieth.
- (d) An appointment as professor may be with tenure, or it may be for a specified number of years.

(e) Limited Term Appointments

Faculty appointed on a limited term basis shall be appointed for a term of at least twelve (12) months, except when extraordinary circumstances delay the start of the appointment. Faculty employed on a limited term basis shall be assigned a workload with a proportion of teaching that is equivalent to the norm for a continuing faculty member during the fall/winter terms. Faculty members appointed for a limited term of twelve (12) months or more shall receive all of the benefits available to continuing faculty members. If extraordinary circumstances delay the start of the appointment, the faculty member appointed for a limited term of less than twelve (12) months shall receive pro-rated benefits. Limited term appointments may be made for a maximum of three (3) years per appointment in order to:

- (i) to replace a member who is on leave or otherwise unable to carry out his/her responsibilities;
- (ii) to meet temporary variations in student enrollment;
- (iii) to replace a member appointed to a University position, for a limited term, outside of the Bargaining Unit;
- (iv) to temporarily fill tenure track vacancies until qualified people acceptable for appointment are available;
- (v) to staff programs which are funded provisionally or are of a trial nature;
- (vi) to facilitate the appointment of visiting faculty who hold a continuing appointment elsewhere. Visiting faculty are not members of the Bargaining Unit;

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

These terms will apply to any faculty member who is employed on a limited term basis on or after 1 July 2003, with the exception of the clause stating that the proportion of teaching for limited term appointees will be the norm for a continuing faculty member in the fall/winter term. This clause will take effect 1 July 2004.

- (f) Notwithstanding Article 19.03 (e) and subject to the limits prescribed in Article 19.11 (b), the University may appoint instructional faculty on a limited term basis with a maximum teaching load of eight (8) half-credit courses, or equivalent. These appointments may be made for periods of five (5) to six (6) months or for periods of ten (10) to twelve (12) months at the University's discretion.
- (g) All full-time appointments shall be made by a standard letter signed by the President or his/her designate, which shall include:
 - (i) Dates of commencement and termination of appointment;
 - (ii) Whether the appointment is of limited term, probationary or tenured;
 - (iii) If of limited term, the implications of this;
 - (iv) If probationary, the date when renewal will be considered and the date when the candidate can expect to be informed of the decision;
 - (v) Salary;
 - (vi) Rank;
 - (vii) Reference to duties as outlined in Article 12 (Rights and Responsibilities of Faculty Members) and Article 24 (Workload);
 - (viii) Reference to any additional educational qualification which the member must obtain;
 - (ix) The assignment of a home campus;
 - (x) Any other specific conditions of the offer of employment not inconsistent with this Agreement that the Parties agree are appropriate in the particular case.
 - (xi) Credit for years of service and credit for years in rank at another university, or equivalent experience elsewhere, will be specified for the purposes of calculating eligibility for academic leave.

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

- (h) All letters of appointment shall be accompanied by a copy of this Agreement and by a summary of existing benefits, including group insurance and pension plans currently in force.
- (i) The letter of appointment shall state: The enclosed Agreement is part of your contract.

19.04 **Appointment Procedures for Faculty**

- (a) Brock University and the Brock University Faculty Association agree to the principle of increasing the proportion of women in departments where they are under-represented without compromising the University's commitment to excellence. To achieve this end, the Parties agree to follow this Positive Action Policy throughout the term of this Agreement.
- (b) In the first instance, any Department with less than 35% representation of women will be deemed to have a gender imbalance.
- (c) Thereafter, once a department reaches a point where its full-time complement includes at least 35% women, the appropriate gender balance will be determined using statistical summaries of the female academics in the field of study over the preceding five (5) year period. The Joint Appointments Review Committee may provide guidelines and suggested sources of information to assist the Department in the compilation of this information. If there are more than 65% women in a department, the opposite gender imbalance will have been deemed to have occurred.
- (d) Permission to initiate a competition for any position must be obtained from the appropriate Dean before any formal action is taken.
- (e) Departments with a gender imbalance (as defined in (b) or (c) above) expecting to make an appointment will be required to submit to the Dean and to the Joint Appointments Review Committee a Positive Action Plan which assesses the current gender proportions in the Department and which establishes the goal for the hiring of women to rectify the imbalance. The Department will be required to follow Positive Action procedures in its recruitment practices.
- (f) The Department should fully discuss the qualifications, areas of competence and teaching responsibilities required for the position. The Chair of the Department should then forward to the appropriate Dean a clearly defined job description.
- (g) All vacant positions shall be advertised (excepting in 19.04 (s) and 19.04 (t) below) indicating the nature of the positions and terminal dates for applications. The wording of the advertisement must be approved by the appropriate Dean.
- (h) For departments deemed to have a gender imbalance (as per 19.04 (b) and (c)), before approving a job advertisement, Deans will ensure that a Department has adequately discussed the job advertisement with regard to its implications for women and that the department has an advertising and search strategy which will ensure that women candidates are aware of the opening and encouraged to apply.

- (i) A candidate must apply in writing to receive consideration from the Department. The Department shall make arrangements to collect, screen and answer all applications for the position. All such applications, *curricula vitae*, off-prints, correspondence and other pertinent documents shall be kept in a file open to all faculty members of the department. A short-list of candidates will be compiled by the Department on the basis of review of the file.
- (j) Discussions of the merits of the candidates shall take place in meetings of the Department. Minutes shall be kept of all such meetings. All decisions regarding the position to be filled, including any changes in the job description, shall be recorded, circulated to, and approved by the Department and forwarded to the Dean. After the hiring procedure is completed, copies of the approved minutes shall be collected and filed in the office of the Dean.
- (k) For Departments deemed to have a gender imbalance (as per 19.04 (b) and (c)), if a Department's initial short-list for interviews does not include a woman, reasons must be provided to the Dean in writing together with the dossiers of all female candidates. It is the Dean's responsibility to ensure that a woman suitable for interviewing has not been overlooked.
- (l) When the Department has met as many candidates as is practicable on the short-list and has considered the choice to be made, it will then meet to arrive at a recommendation regarding the appointment according to established departmental procedures.
- (m) The recommendation for the appointment shall be forwarded to the Dean in writing by the Chair of the Department within one (1) week of the Department's reaching a decision and may include advice respecting salary, rank and nature of the appointment. The complete dossier on the candidate will be forwarded to the Dean with the recommendation. The Chair has the responsibility to report accurately and fully the views of the Department and may file a minority report.
- (n) The Dean may reject the Departmental recommendation for good and sufficient reason conveyed to the Chair in writing.
- (o) If the Dean accepts the Department's recommendation (subject to 19.05 below, where applicable), the Dean shall make a tentative offer to the person recommended.
- (p) When the person to whom a tentative offer has been made indicates that the offer is satisfactory, the Dean will recommend that the Vice-President, Academic make the appointment.
- (q) For departments deemed to have a gender imbalance (as per 19.04 (b) and (c)), all recommendations for appointments forwarded to the President must include a brief description of the positive action procedures followed in the competition, together with an analysis of the number of male and female applicants, short-listed candidates and those interviewed.

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

19.05 Positive Action Procedures

(a) Defining the Position

The Dean shall ensure:

- (i) the presence of at least one (1) female academic on the Departmental recruitment committee; where there is no female faculty member available from within the Department, one shall be appointed by the Dean, in consultation with the Department, from outside the Department who shall have full voting rights;
- (ii) an open discussion by the Departmental Committee of the areas of specialization to be advertised and of their implications for women;

- (iii) that traditional Departmental priorities and the consequences for women's potential participation are examined by the Departmental Committee;
- (iv) that the Department discusses the levels or ranks for appointment and the probable consequences for women's participation;
- (v) that all those concerned in the recruitment process are conscious of differing male and female career patterns and take this into account in their expectations and requirements (e.g. by including mature newcomers as potential candidates for initial appointment);
- (vi) that reference is made to the University's Positive Action Policy in job advertisements and include a statement indicating that women candidates are especially encouraged to apply;
- (vii) that a job description is formulated which highlights and does not diminish women's experience and qualifications;
- (viii) that an opportunity is provided for full Departmental reaction to the proposed advertisement through the distribution of the draft advertisement prior to external circulation.

(b) Advertising

The Dean shall ensure that the Department:

- (i) advertises at an early stage in appropriate publications and relevant professional journals, including any that may be especially directed to women members of the relevant discipline;
- (ii) contacts persons chairing relevant University Departments in Canada requesting the names of possible candidates, specifically requesting that they suggest women candidates;
- (iii) contacts organizations within the profession or disciplines which specifically represent the interests of women, asking them for suggestions of possible candidates;
- (iv) contacts individual women, asking for suggestions within the profession or discipline;
- (v) requests nominations from all women of the academic staff in the academic unit and related disciplines within the University.

(c) Selection

- (i) The Dean and the Department shall adhere to the principle that where candidates are equally qualified (see Article 19.02) or not substantially apart in their qualifications, the most qualified woman shall be recommended for appointment. This would apply until the goals specified in 19.04 (b) and (c) are met.
- (ii) The appropriate Dean is required to advise the Vice-President, Academic that these Positive Action Procedures, including the selection principle in 19.05 (c) (i) have been followed especially in those cases in which no woman is recommended for appointment, in which no qualified woman has applied, or in which no qualified woman is willing to accept the position.

(d) Monitoring

- (i) The Parties agree to establish a Joint Appointments Review Committee within thirty (30) days of the signing of this Agreement which shall consist of six (6) tenured faculty members appointed jointly by the President of the University and the President of the Union. Appointment to the Committee shall be for three (3) year overlapping terms. The Joint Appointments Review Committee shall have an equal number of men and women members and shall elect a chair from among themselves.
- (ii) For Departments deemed to have a gender imbalance (as per 19.04 (b) and (c)), before approving a recommendation for appointment, the Dean shall submit to the Joint Appointments Review Committee the name or ranked short-list recommended by the Department together with the complete files of these applicants.
- (iii) Where there is no female candidate among these applicants, the Dean shall provide the Committee with the complete files of all female applicants. Within three (3) working days, the Committee will either:
 - (i) certify to the Dean that the requirements of this Article for recruiting and assessing female candidates have been met; or
 - (ii) return the appointment recommendation to the Department for reconsideration. The Review Committee shall include specific comments to be addressed in the Department's reconsideration of the appointment.
- (iv) A member of the Review Committee who is also a member of the Department whose appointment application is under review shall not vote on the application in the Review Committee. The Department shall reconsider the appointment and then provide the Dean with its reconsidered recommendation.

- (v) If the Dean is satisfied that the Departmental recommendation is appropriate, the Dean will make a tentative offer to the candidate and recommend the appointment to the Vice-President, Academic as per 19.04 (o) and (p).
 - (vi) The Joint Appointments Review Committee shall review procedures, actions, and outcomes related to recruitment and appointment of faculty members and shall report annually by July 1 to the President of the University and the President of the Union on the success of these positive action procedures and the need for revision to these procedures, if any.
 - (vii) The Review Committee shall be available to assist members and committees in academic units in the development of hiring goals and other measures to reduce gender imbalances in academic departments. The Parties shall undertake to implement measures to fulfill these goals.
 - (viii) Where a grievance relating to a recommendation for appointment under this Article is submitted to arbitration, the arbitrator shall not only decide the merits of the recommendation for appointment, but also whether proper procedures have been followed. The arbitrator shall provide an appropriate remedy, which may include an order that the most qualified woman be appointed.
- (e) Male gender imbalances shall be redressed through the procedures in this Article in a manner which parallels that of female gender imbalances.

19.06 Reappointments

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

When a probationary appointee must be considered for reappointment, the recommendation shall originate in the Department. In timing such consideration, the Chair shall be responsible for anticipating the requirements for due notice as provided in 19.06 (e) and (f), below.

- (a) In the first instance, the Chair or designate shall consult all other members of the Department. The results of the consultations shall be made known at a Department meeting. If no member views reappointment as problematic, the Department shall recommend reappointment. If a minority of at least one (1) member of the Department views the reappointment as problematic, he or she may request the Department, via a recorded vote, to invoke Article 19.06 (b).

- (b) If a majority of the members of the Department views the reappointment as problematic, evidence respecting the candidate's performance of his/her professional responsibilities, as specified in this Agreement, shall be collected and considered at subsequent meetings of the Department. The candidate shall have the right to be informed of any areas or elements of performance considered to be problematic, and have the right to appear before a meeting of the Department, accompanied, if he/she wishes, by an academic colleague, to present evidence and to answer questions. The decision of the Department on whether to recommend reappointment shall be by secret ballot.
- (c) The Chair of the Department shall forward the recommendation of the Department, the results of the Departmental vote, in writing, together with whatever documentation is deemed appropriate, to the appropriate Dean.
- (d) The Dean shall forward the Department's recommendation to the President, together with his/her own recommendation. Should the Dean feel unable to support the recommendation of the Department, he or she shall respond to the Chair of the Department, giving reasons in writing.
- (e) The President shall give notice to a faculty member who is not to be reappointed. Such notice shall be sent by registered mail on or before June 30 to the last known postal address of the faculty member as shown by the records in the University's Human Resources office.
- (f) If such notice is not sent at least twelve (12) months before the termination of the appointment, the appointee shall be granted either a terminal appointment of one (1) year from the date of notice, or twelve (12) months' salary in lieu of notice, at the discretion of the President.
- (g) Limited term appointees may be considered for reappointment without a new competition for the position. The Chair or designate shall consult all other members of the Department to determine whether they support reappointment without a new competition. The results of the consultations shall be made known at a Department meeting. If no member views reappointment as problematic, the Department shall recommend reappointment for an additional limited term. If a minority of at least two (2) members of the Department views the reappointment without a new competition as problematic, they may request the Department, via a recorded in camera vote, to hold a new competition for the limited term position as set out in 19.04.

19.07 Terms of Reappointment

- (a) Reappointment at the rank of lecturer shall normally be for one (1) or two (2) years. A faculty member who has served as lecturer in this University for a period of six (6) years shall either be promoted to assistant professor or shall not have the appointment renewed.
- (b) Reappointment at the rank of assistant professor shall be for three (3) years.

(c) Reappointment at the rank of associate professor or full professor shall be with tenure.

19.08 Grounds for non-renewal of probationary appointments shall be inability to fulfill or failure to discharge professional duties and responsibilities, or failure to meet any specific condition of the offer of employment that is consistent with this Agreement, or in the case of lecturers non-renewal pursuant to 19.07 (a).

19.09 Cross-appointment and Voluntary Transfer of Faculty

(a) An individual faculty member from one unit (herein the original unit) may request to be transferred, in whole or in part, to another academic unit (herein the receiving unit), by written application to his/her Dean.

(b) The agreement of the receiving unit, the original unit, and the appropriate Dean(s) is required for an individual faculty member's transfer.

(c) When there is disagreement between the academic units concerned, the Dean(s) will make the final decision, subject to 19.09 (b), taking into account the needs of each unit, priorities for academic development and the individual's interest in professional development. The Vice-President, Academic shall make the appointment and confirm the appointment in writing.

(d) The home unit of a cross-appointed faculty member must be specified at the time of the cross-appointment. The home unit will automatically be the academic unit allotted the larger share of the faculty member's workload except:

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

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

(e) For faculty members who are cross-appointed at the time of their appointment to the University, the home unit shall have the primary responsibility for making personnel recommendations regarding merit awards, tenure and promotion. The evaluations and recommendations of the home unit and any other unit(s) will go forward independently to the Dean in the case of merit recommendations and to the University Committee on Promotions and Tenure with respect to those matters.

- (f) For faculty members who are transferring from an original unit, within the initial three (3) years of a cross appointment, the original unit of a cross-appointed faculty member, whether it is the home unit or not, shall have the primary responsibility for making personnel recommendations regarding merit awards, tenure, and promotion. The evaluations and recommendations of the home unit and any other unit(s) will go forward independently to the Dean in the case of merit recommendations and to the University Committee on Promotions and Tenure with respect to those matters.
- (g) After three (3) years, the home unit of a cross-appointed faculty member, whether it is the original or the receiving unit, shall have the primary responsibility for making personnel recommendations regarding merit awards, tenure and promotion. The evaluations and recommendations of the home unit and any other unit(s) will go forward independently to the Dean in the case of merit recommendations and to the University Committee on Promotions and Tenure with respect to those matters.
- (h) The leave and sabbatical requests of a cross-appointed faculty member are to be processed, at the department or program level, by the home unit, but with the provisos that:
 - (i) Individuals must inform the other unit(s) at the time of their request to be included in the home unit's leaves and sabbaticals plan for a particular year. Individuals must also inform the other unit(s) of any existing plans at the time of cross-appointment;
 - (ii) The home unit must consult the other unit(s) before making final decision about a cross-appointed faculty member's leave request; and
 - (iii) There must be agreement between all units regarding changes or additions to the home unit's staffing plans when those plans directly affect the staffing plans of the other unit(s).
- (i) The proportion of a cross-appointed faculty member's workload in each of the units involved must be specified at the time of the cross-appointment. During any given year, however, this proportion may be altered on the agreement of the interested parties, including the faculty member, the academic unit(s), and the Dean(s) without necessitating a change in the home unit.
- (j) The teaching and other responsibilities allocated to a cross-appointed faculty member in a particular academic unit should be approximately proportional to the norms accepted by that unit. The aggregate assigned responsibilities of a cross-appointed faculty member should not exceed the normal load for full-time members of the home unit. In the event of a dispute, the Dean(s) (or, if necessary, the Vice-President, Academic) would arbitrate and have the final decision.
- (k) The cross-appointed faculty member has the same rights of participation, including all voting rights, in each of the units as if located as a regular full-time faculty member of those units.

(l) Cross-appointments and transfers may be made for a definite term (up to five (5) years) or be permanent. The duration of the arrangement must be specified when it is requested and approved. Any request for a further change in status, once a transfer arrangement has been made, will be regarded as a new request, and will have to follow the procedures outlined above.

(m) Adjunct professors are not covered by the provisions of this article.

19.10 **Resignations and Notice of Intent to Leave**

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

19.11 **Probationary and Tenured Faculty**

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

(b) To that end, the Parties agree that limited term instructional faculty appointments made each year under Article 19.03 (f) shall not account for more than 4% of full-time faculty member positions and that the total number of limited term appointments made each year shall not account for more than 14% of full-time faculty member positions. It is understood that two (2) five to six-month instructional faculty appointments (Article 19.03 (f)) are the equivalent of one (1) ten to twelve-month appointment.

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

(c) To that end, the Parties agree that, excepting courses taught in the Faculty of Education, no more than fifteen per cent (15%) of all scheduled credit courses taught in the period from the beginning of the spring term to the end of the winter term, commencing with the spring term of 1998, shall be taught by non-members of the Bargaining Unit, other than those excluded for reason of holding a senior administrative position with the University.

In the Faculty of Education, the proportion of courses taught by non-members of the Bargaining Unit, other than those excluded for reason of holding a senior administrative position with the University, shall not exceed by more than two percent (2%) the percentage of all courses taught by such non-members in 1997/98. The Parties agree that Additional Qualification courses in the Faculty of Education shall not be included in this calculation.

In calculating the percentage of credit courses taught by non-members of the Bargaining Unit, the number of course off-loads awarded/taken for the following reasons shall be subtracted from the total number of courses taught by non-members of the Bargaining Unit: course off-loads for new faculty (Article 24.02 (c)); approved teaching reductions (Article 24.05 (c)); BUFA Executive teaching releases (Article 40.09); leaves of absence (Article 34.25); parental leave (Article 34.36); public service leave (Article 34.27); sick leave (Article 34.32); secondments; and approved teaching load reductions for research purposes other than a sabbatical leave.

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

- (d) To that end the Parties also agree that no non-member of the Bargaining Unit may teach more than two (2) credit courses in any academic year; and that procedures for assessing the academic qualifications for such part-time faculty members who are not members of the Bargaining Unit shall be determined by the respective departments or programs.

Article 19A – Spousal/Partner Appointments

19A.01(a) Notwithstanding Article 19.03 (e) and 20.05 (a), the spouse or partner of a probationary or tenured/permanent member may be appointed to a limited term Faculty or Professional Librarian appointment for a period of not more than three (3) years in the case of a faculty appointment, or not more than two (2) years in the case of a Professional Librarian appointment.

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

- 19A.02 If the spouse or partner of a probationary or tenured/permanent member is interested in an advertised Faculty or Professional Librarian position at the University, his or her file shall be reviewed by the appropriate Departmental Committee or the Appointments, Promotion and Permanence Committee, as appropriate; and, if thought appropriate by the Committee/Appointments, Promotion and Permanence Committee, the candidates name may be added to the short list. The spouse or partner shall be recommended for the appointment unless there is another demonstrably superior candidate.

Article 20 - Appointments of Professional Librarian Members

20.01 Types of Appointment - The types of appointment are:

- (a) Permanent: An appointment, full-time (including all professional librarians working more than half-time, or on reduced load in accordance with the provisions of Article 26) which may be terminated only through resignation, retirement or dismissal for just cause under the terms of Article 23.
- (b) Probationary: An appointment initially made for two (2) years; probationary appointments end in a permanent appointment or in termination of employment.
- (c) Limited Term: An appointment for a fixed term of up to two (2) years.
- (d) Part-time (non-members of the Bargaining Unit): An appointment that is half time or less.
- (e) An individual shall be appointed to a specified position (such as Reference Librarian, Map Librarian, or Head, Collection Management Department), and shall be assigned a rank of Librarian I, II, III, or IV, depending on qualifications and experience.
- (f) Notwithstanding Article 20.01(d), professional librarian members who hold positions as Department Heads with administrative ranks of Assistant Librarian I, II or III on the date that this Agreement is signed are entitled to retain those administrative ranks for as long as they continue to hold their current positions. As Department Head positions are refilled, the administrative ranks Assistant Librarian I, II and III, will cease to exist.

20.02 General Requirements

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

20.03 Terms of Appointment

- (a) Initial probationary appointments shall be for a period of two (2) years.
- (b) In a particular case, a librarian with appropriate qualifications and professional experience may be granted a permanent appointment without serving a probationary period.
- (c) Persons shall be appointed at the rank for which their qualifications are appropriate as determined by the University in accordance with the principles of No Discrimination (Article 7), and after consultation with the Library Appointments, Promotion and Permanence Committee.
- (d) Appointments shall be made by a standard letter signed by the Vice-President, Academic, which shall include:
 - (i) date of commencement of appointment and, if applicable, of termination;
 - (ii) whether the appointment is permanent, probationary or limited term;
 - (iii) if probationary, the date when renewal will be considered and the date when the candidate can expect to be informed of the decision;
 - (iv) if limited term, the implications of this;
 - (v) salary;
 - (vi) rank;
 - (vii) reference to duties as outlined in Article 13 (Rights and Responsibilities of Professional Librarian Members) and Article 25 (Workload for Professional Librarian Members), and a copy of the job description;
 - (viii) reference to any additional educational qualification which the member must obtain;
 - (ix) any other specific conditions of the offer of employment not inconsistent with this Agreement that the Parties agree are appropriate in the particular case.
 - (x) years of service and years in a rank at another university library, or equivalent experience elsewhere, shall be recognized, and any agreed upon credit toward academic leave or vacation entitlement shall be stated in a letter of appointment.

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

20.04 **Appointment Procedures for Professional Librarians**

- (a) When a professional librarian position becomes vacant, the Vice-President, Academic, shall decide whether to fill the position. The decision shall be announced within a reasonable period of time after the position becomes vacant. The University Librarian shall consult with the Library Council on the type of appointment, rank and qualifications desired.
- (b) The following provisions apply whenever a decision to fill a position is announced in accordance with the provisions of this Agreement:
 - (i) Notice of a vacant position shall always be given in the first instance to all professional librarian members within the Bargaining Unit, and shall include the title, rank, salary range, administrative unit of the University Library to which the position is attached, a concise description of duties and responsibilities, the required qualifications, and the closing date for the competition.
 - (ii) When a vacant position is to be advertised outside the University Library, this shall be done by the University Librarian, acting with the advice of the Library Appointments, Promotion and Permanence Committee on the media in which it is appropriate to advertise or give notice of the vacancy.
- (c) The University Librarian shall give copies of all documentation provided by the candidates to the Library Appointments, Promotion and Permanence Committee. The Committee shall prepare a short-list of candidates to be interviewed which shall be submitted to the University Librarian for approval. The Library Council will have access to all documentation provided by the candidates.
- (d) The Chair of the Library Appointments, Promotion and Permanence Committee shall establish a schedule for interviewing all candidates on the approved short-list at times mutually convenient to each candidate and to the Committee and shall also arrange for each candidate to meet with Library Council. The Library Council shall forward its recommendation to the Committee, including its recommendation on appointment with permanence and on appointment rank, as specified in Article 20.03 (b) and (c).
- (e) Following completion of all interviews, the Library Appointments, Promotion and Permanence Committee shall give to the University Librarian a written statement of its recommendation and its reasons therefore.
- (f) If in agreement with the Committee's recommendation, the University Librarian shall forward the recommendation of the Committee to the Vice-President, Academic.

- (g) If the recommendation appears problematic, the University Librarian may consult with the Library Appointments, Promotion and Permanence Committee to resolve any concerns. If informal consultations fail to resolve the matter, the University Librarian may formally request a re-consideration by the Committee, giving written reasons explaining why the original recommendations were thought unacceptable. The committee will reconsider, and then shall give to the University Librarian a written statement of its recommendation and its reasons therefor.
- (h) In the case of a continuing disagreement on the recommendation between the Committee and the University Librarian which cannot be resolved with further consultation, both the Committee's recommendation and the dissenting view of the University Librarian shall be forwarded to the Vice-President, Academic, for review and decision.
- (i) The University Librarian will make a tentative offer to the recommended candidate which, if accepted, will be confirmed by a standard appointment letter, prepared in accordance with 20.03.

20.05 Limited Term Appointments

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

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

- (b) In the case of 20.05 (a) (i), (ii) or (iii), the provisions of 20.04 shall apply and the professional librarians appointed shall be members of the Bargaining Unit covered by this Agreement. In the case of 20.05 (a) (iv), the provisions of 20.06 shall apply.
- (c) If a member who is holding a limited term appointment of at least twelve (12) months receives a probationary appointment without a break in service, service in the limited term appointment may be deemed to be equivalent to probationary service toward a permanent appointment, periods of service for promotion in rank and credit toward a professional leave.

20.06 Visiting Professional Librarian

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

- (a) The length of such an appointment may not exceed two (2) years.
- (b) The University Librarian may not appoint a visiting professional librarian member without consulting in advance the Library Council.
- (c) The person appointed must be on leave from a continuing position elsewhere.
- (d) A visiting professional librarian member shall not be a member of the Bargaining Unit covered by this Agreement.

20.07 Resignations and Notice of Intent to Leave

A professional librarian member resigning from the University shall give as much notice as possible, preferably not less than three (3) months. The resignation shall take effect on a date mutually agreed upon by the member and the University.

Article 21 - Promotion and Tenure - Provisions for Full-time Faculty

21.01 University Committee on Promotions and Tenure

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

- (a) The Committee shall consist of six (6) members, one (1) from each faculty, each with the rank of full or associate professor, selected jointly by the President of the University and the President of the Union from the tenured faculty for three (3) year overlapping terms, represented by gender, and the Deans. Faculty members applying for promotion may not serve on the Committee. When reaching a decision on the recommendation of any candidate for promotion and/or tenure, the Dean of the candidate's faculty shall participate in all discussions pertaining to any candidate from his/her faculty and participate as a seventh (7th) voting member of the Committee.
- (b) The Committee shall meet to select a chair from among the faculty representatives and set deadlines for submissions. The Committee shall advise the Deans of the schedule for its work, and shall direct the Deans to convey this information to all members of faculty.

- (c) All Committee deliberations shall be *in camera*. When the Committee has discharged its duties, all minutes, letters of reference, reports of internal and external referees, and other pertinent records shall be kept secured by the Secretary to the University. If an appeal or grievance is lodged within the time permitted, all the above materials shall be retained for possible use until the matter is settled. After settlement of all appeals and/or grievances, or when no such appeals or grievances are lodged, all confidential materials shall be destroyed. Records submitted by the candidate shall be returned to that person by the Dean.
- (d) The Secretariat to the University shall provide the secretary for the Committee.

21.02 Requirements for Promotion

- (a) **General:** In evaluating a person's eligibility for promotion, attention shall be given to that person's teaching, scholarly attainments, professional achievements, and, secondarily, to his or her overall contribution to the University and the Union.
- (b) **Specific Criteria:** A candidate's achievements in Article 21.02 (a) shall be measured primarily by:
 - (i) the quality of the candidate's teaching;
 - (ii) the judgments of scholars, particularly of senior scholars in the same and cognate disciplines;
 - (iii) the quality (but not necessarily the quantity) of published work, or, where relevant, the quality of artistic or professional development and accomplishment;

And secondarily by:

- (iv) the extent and effectiveness of participation, on or off campus, in councils and committees concerned with developments in the discipline and/or teaching of the discipline, with editorial boards, or concerned with the profession of university teaching where the individual has made an essentially non remunerative contribution by virtue of special academic competence; and
 - (v) administrative and non-teaching/research responsibilities within the University and the Union.
- (c) **Special Criteria:** In addition to the criteria mentioned in 21.02 (b), the following special criteria shall apply where appropriate:
 - (i) live performances (solo or ensemble) of works for the public;
 - (ii) broadcasts, exhibits, recordings, films, video and media works and events, etc., for the public;
 - (iii) editing and/or direction of public performances;

- (iv) adjudication of festivals and competitions, master classes, consultation on curricula, workshops at the post-secondary level or with professional orchestras, theatres, or galleries, NFB, CBC, etc.; and
- (v) creativity in directing, performing, or composing, particularly when recognized by competent critics in the press or in broadcasting.

In the Faculty of Education, such special criteria may include:

- (vi) the extent of participation and effectiveness in departmental, University, regional, national and international committees and other organizations;
- (vii) the extent of participation and effectiveness in consultation and in presentation and preparation of workshops and clinics, and of materials for professionals at regional and provincial, national and international levels; and
- (viii) demonstrated effectiveness in carrying out administrative duties unique to the Faculty.

(d) Requirements by Rank

- (i) A full-time faculty member who has served as lecturer in the University for six (6) years shall either be promoted to assistant professor or shall not have the appointment renewed. This decision shall be made prior to the end of the fifth year of service.

Promotion to the rank of assistant professor shall normally depend upon the attainment of a doctoral degree or its equivalent (Article 19.03 (b)(i)).

- (ii) A lecturer shall advance to the rank of assistant professor under the conditions described in Article 19.03 (a)(ii).
- (iii) Promotion to associate professor or professor must always be based upon the criteria noted in 21.02 (c), and 21.02 (d)(iv) or 21.02 (d)(v) and in no case depend upon years of service alone.
- (iv) Promotion from assistant professor to associate professor shall be based primarily upon a record of both substantial scholarly activity and sustained satisfactory teaching.

Evidence of sustained satisfactory teaching may include: course work and all related activities; supervision of the work of graduate students and honours students at Brock and other universities; participation in seminars and colloquia; innovative methods in teaching and other contributions to the teaching activities of the University. Student course evaluations for all courses with five (5) or more students, taught by the professor since the date of last promotion or appointment must be included. Where student evaluations have not been previously conducted, this requirement and the information to be provided will be effective from July 1, 1998. Other evidence deemed useful in demonstrating satisfactory teaching may include written comments provided by colleagues regarding the candidate's reputation among peers and the basis for that reputation. The written opinions of students and/or colleagues will normally be sought. Evaluation of teaching shall be based on the instructor's effectiveness.

Evidence of substantial scholarly activity may include: the publication of books, case studies, monographs, and contributions to edited books; papers in both refereed and non-refereed journals; papers delivered at professional meetings; participation in panels; unpublished research including current work in progress both funded and unfunded; editorial and refereeing duties; creative works and performances; the development of software, hardware or equipment; scholarly contributions to pedagogy; other evidence appropriate to the discipline; and scholarship as evidenced by the candidate's depth and breadth of knowledge and general contributions to the research life of the University. The quality and originality of both published and unpublished work shall be evaluated.

Although teaching and scholarly activities are the primary criteria, a candidate's case shall be strengthened by evidence of other activities appropriate to the discipline, such as evidence of service to the University and the Union. Such evidence may include: participation in University, faculty, departmental committees; counseling students; service in professional organizations; general administrative duties; community service where the individual has made an essentially non-remunerative contribution by virtue of special academic competence.

- (v) Candidates for promotion to the rank of Professor shall normally have completed at least six (6) years of service at the rank of Associate Professor. Promotion after these minimum years of service will follow only upon demonstrated excellence and superiority in performance. A Faculty Member who has clearly established an international reputation as a scholar in his/her field, for example, by major publication or by awards indicative of the highest level of scholarly recognition is eligible to apply for promotion at any time.

A faculty member shall be eligible for promotion to full professor because of:

- 1) Sustained scholarly excellence plus sustained high quality teaching and a consistent and demonstrated record of service; or
 - 2) Sustained excellence in teaching plus a sustained high quality record of scholarly, creative or professional work and a consistent and demonstrated record of service.
- (vi) A candidate without tenure who has served as associate professor in the University and is promoted to the rank of professor shall be granted tenure.

21.03 Decanal Procedures re: Promotion and Tenure

Note: Hereafter, where departmental procedures are referred to, this language encompasses Program and Faculty Council procedures, as appropriate.

- (a) Deans shall be responsible for informing faculty of the following:
- (i) The required date for submissions of applications for tenure or promotion as determined by the Committee;
 - (ii) The format and required content of applications in (i) above as determined by the Committee.
- (b) Deans shall attempt to ensure that before being forwarded to the Committee on Promotion and Tenure, all dossiers received adhere to the Committee's guidelines. Applications which require clarification or are incomplete will be returned to the applicant or Department as appropriate. In particular, Deans shall attempt to ensure that each dossier includes:
- (i) the completed application form and required accompanying material;
 - (ii) a copy of the appropriate departmental procedures and an assurance from the Chair or designate that departmental procedures have been followed;
 - (iii) the departmental recommendation, minority reports and recorded vote;
 - (iv) confidential decanal ballots from all faculty members concerned taken after the Department has voted.
- (c) Deans shall forward dossiers to the Committee when complete.
- (d) Deans shall solicit, receive and forward any internal or external letters of evaluation noted on an application. When soliciting reports from referees, deans shall provide each prospective referee with, at a minimum, the requirements and criteria for promotion as they are described in Article 21.02, and shall ask for the referee's judgement of whether the candidate has met those criteria. The letter from the Dean soliciting reports will become a part of the dossier.

21.04 Procedures for Promotion

(a) Departmental Procedures

- (i) A Department shall develop procedures for promotions within the following guidelines and such procedures shall be published and reported to the Union;
- (ii) A candidate may be nominated by any colleague within the Department or may apply directly for promotion;
- (iii) A faculty member may refuse nomination for promotion, or may withdraw his/her name from consideration at any time in the process;
- (iv) The candidate shall be excused from the consultation at every stage, unless called upon to provide information or clarification of information;
- (v) The candidate shall assemble a dossier of appropriate information, as noted in 21.02 (c), 21.02 (d)(iv) and/or 21.02 (d)(v). The dossier shall be checked for accuracy and completeness by both the candidate and the Chair or designate, and made available to the Department;
- (vi) Confidential reports of at least three (3) approved external referees are required when promotion to full professor is under consideration. In identifying referees, members shall avoid conflicts of interest as defined in Article 18. If the candidate and the department can agree on a list of appropriate external referees, the Dean shall choose three (3) from that list and the entire list shall be made available to the Committee. If the department and the candidate cannot agree, both shall submit lists from which the Dean shall select four (4), two (2) from the candidate's list and two (2) from that of the department. The Dean shall solicit reports from the chosen referees and submit such reports directly to the University Committee on Promotions and Tenure. The Promotions and Tenure Committee may seek information from additional external referees chosen from the lists submitted above;
- (vii) The Department meeting *in camera* without the candidate, shall consider the application. Where a case appears problematic, the candidate shall be informed in writing of the specific concerns raised and shall be afforded the opportunity to provide additional information in writing and/or in person at a Department meeting. The candidate may be accompanied by a Union representative when appearing at such a meeting;

- (viii) The Department shall subsequently meet *in camera* without the candidate to further discuss the application, and to vote on the promotion. The decision and vote shall be recorded. The Chair shall inform the candidate in writing of the reasons for the recommendation, and of any specific concerns expressed by one (1) or more members of the department during the meeting. Faculty members shall defer the return of individual decanal ballots until after the results of all departmental votes have been recorded;
- (ix) The Chair of the Department shall forward the recommendation of the department, the recorded vote and the minority view, if any, to the candidate and the appropriate Dean. If the Dean has a question about a particular submission, he/she shall discuss the matter with the candidate and the Chair;
- (x) If the decision is against recommending promotion, the candidate may withdraw his/her name from further consideration or may choose to go forward to the University Committee on Promotions and Tenure;
- (xi) After the Department votes have been recorded and forwarded to the Dean, the Dean will solicit from members of the Department confidential individual ballots. The Dean will summarize the results of the ballots and forward to the University Committee on Promotions and Tenure all of the ballots and the prepared summary.

(b) University Committee on Promotions and Tenure

- (i) The Deans shall solicit submissions from Departments encouraging a thorough and orderly assembling of individual dossiers which shall facilitate evaluation of candidates.
- (ii) The Committee shall consider all submissions forwarded through the Deans, including cases in which the Department has not recommended promotion, unless the candidate has withdrawn.
- (iii) Where a case appears problematic, the candidate and the Chair of the Department shall be informed by the appropriate Dean in writing of the specific concerns to be addressed. The candidate and the Chair of the Department shall be invited to appear before the Committee either separately or together, as they desire. The candidate shall have the right to submit a case, in writing and/or in person, and shall have the right to be accompanied and/or represented by the Union and shall have the right to add additional documentation to his or her dossier up to the time of the problematic hearing. The candidate must be made aware of all factors that make the application problematic, and must have an opportunity to address those issues.
- (iv) The Committee's recommendation shall be forwarded to the President.

(c) Decision of the President

- (i) Upon receipt of a recommendation from the Committee, the President shall notify the candidate, the Department Chair and the Dean of his/her decision in writing, within six (6) weeks.
- (ii) If the decision is negative, the President shall specify to the candidate the reasons in writing, based on the recommendation of the University Committee on Promotions and Tenure.
- (iii) The candidate may appeal the decision of the President to the Appeals Committee as established in Article 21.11.

21.05 The Meaning of Tenure

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

21.06 Bases of Tenure Awards

- (a) Tenure shall be granted primarily on the basis of three (3) essential criteria: sustained satisfactory teaching, achievement in research and other scholarly activities, and clear promise of continuing intellectual and professional development. Service to the University community may strengthen a faculty member's application for tenure. Where applicable, special criteria appropriate to the discipline shall be used (see Article 21.02(c)).
- (b) The traditional right and responsibility of a faculty member, tenured or not, to academic freedom (Article 11) is recognized by the Parties.
- (c) Personal or social incompatibility shall not be a reason for denying tenure.
- (d) Failure to discharge duties and responsibilities may be grounds for denial of tenure.

21.07 Eligibility for Tenure

- (a) An untenured, probationary faculty member may apply for tenure at anytime but will normally be considered for tenure in:
 - (i) the fifth consecutive year of full-time employment as probationary lecturer, or as a probationary lecturer and assistant professor and no later than the sixth year;

- (ii) the fifth consecutive year of full-time employment as probationary assistant professor and no later than the fifth year;
 - (iii) accordance with Article 19.04 (u) in the case of a limited term appointee being converted to a probationary appointment;
 - (iv) the third consecutive year of full-time employment as associate professor and no later than the third year;
 - (v) the second year of full-time employment as professor.
- (b) A probationary faculty member at the rank of assistant professor shall be automatically recommended for tenure at the same time as he or she is recommended for promotion to a higher rank. Despite a negative vote on promotion, the candidate may still be considered for tenure on the basis of the procedures specified in Article 21.08
- (c) For purposes of assessing eligibility for tenure, sabbatical leaves shall be counted as a regular period of employment.

21.08 **Procedures for Tenure**

- (a) The Decanal Procedures shall be as set out in Section 21.03.
- (b) Departmental Procedures:
- (i) A Department shall develop procedures for tenure within the following guidelines, and such procedures shall be published and reported to the Union.
 - (ii) The candidate for tenure shall be excused from the consultation at every stage, except for purposes of supplying or clarifying information.
 - (iii) The candidate shall assemble a dossier of appropriate information:

Evidence of sustained satisfactory teaching may include: course work and all related activities; supervision of the work of graduate students and honours students at Brock and other universities; participation in seminars and colloquia; innovative methods in teaching and other contributions to the teaching activities of the University. Student course evaluations for all courses with five (5) or more students, taught by the professor since appointment, must be included. Where student evaluations have not been conducted previously, this requirement and the information to be provided will be effective from July 1, 1998. Other evidence deemed useful in demonstrating satisfactory teaching may include written comments provided by colleagues regarding the candidate's reputation among peers and the basis for that reputation. The written opinions of students and/or colleagues shall normally be sought.

Evidence of substantial scholarly activity may include: the publication of books, monographs, and contributions to edited books; papers in both refereed and non refereed journals; published case studies; papers delivered at professional meetings; participation in panels; unpublished research including current work in progress both funded and unfunded; editorial and refereeing duties; creative works and performances; the development of software, hardware or equipment; scholarly contributions to pedagogy; other evidence appropriate to the discipline; and scholarship as evidenced by the candidate's depth and breadth of knowledge and general contributions to the research life of the University. The quality and originality of both published and unpublished work shall be evaluated.

The dossier shall be checked for accuracy and completeness by both the candidate and the Chair or designate, and made available to the Department.

- (iv) The Department meeting *in camera* without the candidate, shall consider the application. Where a case appears problematic, the candidate shall be informed in writing of the specific concerns raised by members of the Department, and shall be afforded the opportunity to provide additional information in writing and/or in person at a department meeting. The candidate may be accompanied by a Union representative when appearing at such a meeting.
- (v) The Department shall subsequently meet *in camera* without the candidate to further discuss the application, and to vote on the tenure question using the following procedure: first, the Department shall vote on the question of whether or not the faculty member should be granted tenure, effective July 1 following the date of his or her application; and, if the first vote is negative and the faculty member is eligible for "deferral of tenure" as defined in Article 21.10, the Department shall vote by a separate ballot on the question of whether or not the faculty member is to undergo a further probationary period of specified length, not to exceed two (2) years.

The decision and the vote shall be recorded. The Chair shall inform the candidate in writing of the reasons for the recommendation, and of any specific concerns expressed by one (1) or more members during the meeting.

- (vi) The Chair of the Department shall forward the majority opinion of the Department, the minority opinion, if any, and the recorded final vote, to the Dean, who, in turn, shall forward this material to the University Committee on Promotions and Tenure. If the Dean has a question about a particular submission, she/he shall discuss the matter with the candidate and the Chair.
- (vii) If the decision is against a recommendation for tenure, the Chair shall inform the candidate in writing of the reasons for the recommendation.
- (viii) The Dean shall defer the solicitation of the individual ballots from faculty until after the results of all departmental votes have been recorded and forwarded to the Dean.

(c) The University Committee on Promotions and Tenure

- (i) The Deans shall solicit submissions from departments encouraging a consistent and orderly assembling of thorough individual dossiers which will facilitate evaluation of candidates.
- (ii) The Committee shall consider submissions from all candidates including cases in which the Department has not recommended tenure, unless the candidate has withdrawn.
- (iii) The Committee shall then consult the appropriate Dean on each candidate.
- (iv) Where a case appears problematic, the Chair of the Department and the candidate shall be informed, in writing of the specific concerns to be addressed, by the appropriate Dean. Both the Chair of the Department and the candidate shall be invited to appear before the Committee either separately or together as they desire. The candidate shall have the right to submit a case, in writing and/or in person, and shall have the right to be accompanied and/or represented by the Union, and shall have the right to add additional documentation to his or her dossier up to the time of the problematic hearing. The candidate must be made aware of all factors that make the application problematic, and must have an opportunity to address those issues.
- (v) The recommendation of the Committee shall be forwarded to the President.

21.09 **Decisions of the President - Tenure**

- (a) Upon receipt of a recommendation from the Committee, the President shall notify the candidate, the Department Chair and Dean of his/her decision in writing, within six (6) weeks. This decision must be one of the following:
 - (i) That the faculty member is to be granted tenure, effective July 1 following the date of the application.
 - (ii) That the faculty member is to undergo a further probationary period of specified length, not to exceed two (2) years (see Article 21.10).
 - (iii) That the faculty member shall not be reappointed following the expiration of the present appointment, subject to the provisions of Article 19.06 (e) and (f).
- (b) If the decision is to defer or to deny tenure, the President shall specify to the candidate the reasons in writing, based on the recommendation of the University Committee on Promotions and Tenure.

21.10 **Tenure - Deferrals, Denials and Appeals**

- (a) The decision that the faculty member is to undergo a further probationary period, commonly known as "deferral of tenure", shall be understood as action to encourage the candidate's further progress toward tenure and not as a first step toward denial.
- (b) Deferral of tenure automatically means renewal for the member involved.
- (c) The maximum number of deferrals of tenure which shall be allowed any faculty member is two (2), but it should not be construed that two (2) deferrals are the norm. The period of deferral in the first case shall not exceed two (2) years. The period of deferral in the second case shall not exceed one (1) year. In the event of a denial of tenure following two (2) previous deferrals, the faculty member concerned shall be subject to termination of employment upon the greater of one (1) year's notice or notice that termination of employment shall occur on June 30 of the following calendar year.
- (d) The candidate may appeal the decision of the President to the Appeals Committee as established in Article 21.11.

- (e) A faculty member who has been granted deferral of tenure under Article 21.10 will normally be reconsidered for tenure, or possible further deferral if appropriate under 21.10 (c), by the University Committee on Promotions and Tenure in the final year of a two (2) year deferral or in the year of deferral in the case of a one (1) year deferral. A faculty member who does not wish to apply for tenure or further possible deferral at the specified time, would not be required to apply to be reconsidered by the University Committee on Promotions and Tenure. However, under such circumstances, the faculty member's employment will be terminated effective the end of the current contract.

21.11 The Appeals Committee

(a) Composition:

The Appeals Committee shall be composed of six (6) tenured members of the full-time Faculty at the rank of associate or full professor and two (2) professional librarian members with permanent status at the rank of Librarian III or IV. One (1) faculty member shall be appointed from each faculty. The Committee will be represented by gender and members will be appointed jointly by the President of the University and the President of the Union. The terms shall be for two (2) years, with three (3) of the faculty members and one (1) of the professional librarian members completing their terms each year. Vacancies on the Committee shall be filled by the President and the President of the Union, jointly.

The Secretariat to the University shall provide the secretary for the Committee who shall not be the same person who served as secretary to the University Committee on Promotions and Tenure.

Except in an appeal dealing with a denial of tenure, an appeal is a reconsideration of the recommendation of the University Committee on Promotions and Tenure based on the information that was available to it and the decision of the President rather than a *de novo* review of the applicant for tenure or promotion based on a new dossier.

(b) Procedures

- (i) Notice of an appeal, stating the grounds, must be received by the Secretary to the University within six (6) weeks of the date of the letter conveying the decision giving rise to the appeal.
- (ii) See Article 22.07 regarding panel composition for promotion and permanency appeals from professional librarians.

- (iii) In the case of an appeal from a faculty member, the Hearing Panel shall be composed of at least five (5) faculty members of the Appeals Committee, who shall elect a chair from among themselves. The Hearing Panel shall not include a member of the appellant's department or for whom there exists a conflict of interest as defined in Article 18.
- (iv) In the case of an appeal from a faculty member, the Hearing Panel shall receive a report from the Chair of the Committee on Promotions and Tenure, copies of all portions of minutes pertaining to the case, the appellant's dossier, a copy of the President's reasons for his/her decision and all other materials relating to the case including access, in confidence, to all of the dossiers sent to the Committee on Promotions and Tenure for that year. Comparable information to that specified for a faculty member will be provided in the case of an appeal from a professional librarian. In conducting the appeal, the Hearing Panel shall give the appellant reasonable written notice of the time and place of all hearings and access to all materials available to the Hearing Panel, including copies of any confidential letters, these first having any identifying names deleted. If the Union requires copies of extensive materials these will be provided at the expense of the Union. Both the appellant and the President shall have the right to submit a case, in writing and/or in person, to call, examine and cross-examine witnesses, and shall have the right to be accompanied and/or represented by the Union. The Union may be represented by legal counsel. If it intends to be represented by legal counsel it will advise the University at least one (1) week in advance. The University may waive any or all of this notice requirement. Except in an appeal dealing with a denial of tenure, new or additional information not in the candidate's dossier may not be used in any appeal.
- (v) If the President has reversed a positive recommendation of the University Committee on Promotions and Tenure, the onus shall be on the President to defend his/her decision. If the appeal follows a negative recommendation of the University Committee on Promotions and Tenure, the onus shall be on the appellant to defend his/her appeal.
- (vi) The Hearing Panel shall decide, by majority vote, with all members voting, that the decision of the President shall stand or that the decision of the President shall be reversed.

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

Article 22 - Permanency and Promotion for Professional Librarian Members

22.01 Criteria for Permanent Appointment and Promotion

- (a) All relevant criteria shall be applied to all candidates for permanent appointment and promotion but they will be applied in progressively more exacting degrees depending upon the rank for which the candidate is being considered. Although permanent appointment is not tied to the achievement of a particular rank, effectiveness of performance and future promise will weigh heavily in the permanent appointment decision. Decisions on permanent appointment or promotion are based on the materials specified in Article 22.04, 22.05 and 22.06, including any additional materials that the candidate adds to the dossier before the Committee's recommendation to the University Librarian is made.

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

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

- (i) ability and effectiveness in the field of library and information science;
 - (ii) service to the University, the Union, the profession, and the community; and
 - (iii) scholarly activity.
- (b) In evaluating a professional librarian member's eligibility for permanent appointment or promotion, attention shall be given primarily:
- (i) to the effectiveness of that individual's performance in the provision of professional services for the University Library,
- and secondarily:
- (ii) to the member's overall service to the University, the Union, the profession, and the community, and
 - (iii) to the quality of the member's scholarly activities.
- (c) The promotion decision is based on the achievements of the candidate in the areas specified in this Article. The permanency decision is based on the achievements of the candidate but also on a clear promise of continuing professional and scholarly development considering the candidate's record to date.
- (d) The holding of any given rank is not tied to the holding of any given administrative position.

22.02 Criteria - Definitions

(a) Ability and effectiveness in the field of library and information science.

Demonstrated competence in performance at a professional and academic level in areas which enable the professional librarian member to contribute to the educational, research and service mission of the University. While the following activities do not form an exhaustive list, they do serve as indicators of excellence and achievement in performance: effectively applying knowledge and special skills to a position's responsibilities; initiating, planning, innovating, organizing and concluding work effectively; communicating and interacting effectively with students, faculty and other members of the University community; exercising judgment, forethought and critical thinking; and relating position responsibilities to the overall goals of the Library and the University. Areas of performance may include the following:

- (i) the identification, selection, acquisition, cataloguing and organization of information resources to support the teaching and research programs of the University;
- (ii) instruction in the use of information resources through reference services, including the ability to guide students and faculty in the development of skills in research methodology, the ability to organize, present and evaluate orientation sessions, and the ability to aid in the planning, development and implementation of the Library's formal instruction program;
- (iii) the maintenance and monitoring of the quality of library service, systems and resources;
- (iv) communication and cooperation with faculty, staff, students and others in the identification and analysis of user needs to effect improvements in library service;
- (v) the management of the activities, staff and resources of a department or unit;
- (vi) participation in the work of library committees;
- (vii) successful completion of professional short courses, training sessions, workshops, seminars or like activities.

(b) Service to the University, the Union, the profession, and the community may include the following:

- (i) participation in University and Union committees;
- (ii) consulting or service as a member of a team of experts, task force, or review committee;

- (iii) public presentations, lectures or workshops;
- (iv) committee memberships or offices held in professional organizations;
- (v) organization of and contribution to professional meetings, seminars, institutes, or similar meetings.

(c) Scholarly activity

Evidence of scholarly activity in the field of library and information science, and where appropriate, the area(s) of academic specialization as specified in the member's job description; evidence of an increasing reputation in these areas. Scholarly activity may include the following:

- (i) advancement, dissemination and synthesis of knowledge;
- (ii) attempting to secure funding for research, scholarship and creative activities as appropriate for a discipline or field;
- (iii) scholarly publications, papers and presentations;
- (iv) contributions to the development of software, hardware or technologies appropriate to the discipline or field;
- (v) developing potential external sources of support for research;
- (vi) obtaining a degree, certificate or diploma in library and information science or other academic discipline related to the member's assigned areas of specialization, beyond the qualifications previously held; the successful completion of additional credit courses in library and information science, in the area(s) of academic specialization as specified in the member's job description, or in a related field;

22.03 Requirements by Rank

- (a) Promotion to the Librarian III or IV rank must always depend upon the criteria noted in Article 22.03 (b) or 22.03 (c) and in no case shall depend upon years of service alone. (For requirements for promotion to Librarian II, see Article 22.05 (b).
- (b) A professional librarian member holding the rank of Librarian II is normally eligible to be considered for promotion upon the completion of four (4) years' service at that rank. If promotion is granted it shall be effective the first of the month after the application is received.

Promotion to Librarian III must always be based upon demonstrated competence and consistent achievement in the performance of the member's professional responsibilities pursuant to 22.02 (a). Although ability and effectiveness in the field of library and information science are the primary criteria, a candidate's case may be strengthened by evidence of service to the University, the profession, and the community pursuant to 22.02 (b), and/or scholarly activity pursuant to 22.02 (c).

In exceptional cases a professional librarian who has a sustained record of demonstrated excellence in the performance of his/her duties, pursuant to 22.02 (a), may apply for permanence and promotion simultaneously at any time after serving a minimum of eighteen (18) months of a probationary appointment. Promotion to Librarian III will not be granted prior to the awarding of permanence.

- (c) A professional librarian member holding the rank of Librarian III is eligible to be considered for promotion upon the completion of five (5) years' service at that rank. If promotion is granted it shall be effective the first of the month after the application is received.

The primary criteria for promotion to the rank of Librarian IV are a sustained record of demonstrated excellence and distinguished performance in the field of library and information science pursuant to 22.02 (a), with clear evidence of breadth and depth of knowledge in this field and the area of academic specialization. The candidate must exhibit evidence of a substantial extension of the record on which promotion to Librarian III was based. A candidate's application may be strengthened by a record of excellence in service to the University, the Union, the profession, and the community pursuant to 22.02 (b), and/or substantial scholarly activity in the field of library and information science or area of academic specialization pursuant to 22.02 (c). Such service and scholarly activity must be in addition to that considered at the time of promotion to the rank of Librarian III. Service and scholarly activity, alone or in combination, are an inadequate basis for promotion in the absence of demonstrated excellence in the performance of the candidate's primary responsibility. An application will be strengthened by evidence of recognition of the candidate's achievements beyond the Brock University community.

22.04 Application for Permanent Appointment

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

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

22.05 Application for Promotion

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

22.06 Library Council Procedures for Permanent Appointment and Promotion

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

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

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

- (h) The Library Council meeting *in camera* without the candidate, members of the Appointments, Promotion and Permanence Committee and the University Librarian, shall consider the application for permanence or promotion. Where a case appears problematic, the candidate shall be informed in writing of the specific concerns raised and shall be afforded the opportunity to provide additional information in writing and/or in person at a Library Council meeting. The candidate may be accompanied by a Union representative when appearing at such a meeting.
- (i) The Library Council shall subsequently meet *in camera* without the candidate to further discuss the application, and to vote on the permanent appointment or promotion. In response to an application for permanent appointment, the Library Council shall make its recommendation according to the terms of 22.07 (b). The decision and vote shall be recorded. The Chair of Library Council shall inform the candidate in writing of the reasons for the recommendation, and of any specific concerns expressed by one (1) or more members of the Council during the meeting. Members shall defer the return of confidential individual ballots (as noted in 22.06 (l), below) until after the results of all votes have been recorded.

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

22.07 **Committee Procedures for Permanent Appointment and Promotion**

- (a) The Library Appointments, Promotion and Permanence Committee shall meet *in camera* without the candidate to discuss an application for permanency or promotion. The Committee shall consider:
 - (i) the dossier submitted by the candidate;
 - (ii) the responses from the referees;
 - (iii) the candidate's annual performance reviews completed since the candidate's previous promotion; and
 - (iv) the recommendation of Library Council.
- (b) In response to an application for permanent appointment the Committee may recommend one of the following:
 - (i) that permanent appointment be granted at the Librarian II rank, or at the member's current rank when the initial appointment was at a rank above Librarian II;
 - (ii) that the probationary period be extended for a maximum of twelve (12) months;
 - (iii) that employment be terminated at the end of the twenty-fourth (24th) or thirty-sixth (36th) month, as appropriate, with the candidate being given at least three (3) months' prior notice.
- (c) The Chair shall forward the recommendation of the Committee, together with supporting reasons, the recorded vote and the minority view, if any, to the University Librarian together with all pertinent documentation.

- (d) If the recommendation appears problematic, the University Librarian may consult with the Library Appointments, Promotion and Permanence Committee to resolve any concerns. If informal consultations fail to resolve the matter, the University Librarian may formally request a reconsideration by the Committee, giving written reasons explaining why the original recommendation was thought unacceptable. The Committee will reconsider, and then shall give to the University Librarian a written statement of its recommendation and its reasons therefor.
- (e) In the case of a continuing disagreement on the recommendation between the Committee and the University Librarian which cannot be resolved with further consultation, both the Committee's recommendation and the dissenting view of the University Librarian shall be forwarded to the Vice-President, Academic, for review and decision.

22.08 Decision of the Vice-President, Academic

- (a) Upon receipt of a recommendation relating to permanent appointment or promotion, the Vice-President, Academic shall communicate his or her decision, in writing, to the candidate and to the University Librarian.
- (b) If the decision of the Vice-President, Academic is to extend the probationary period or to deny permanent appointment or promotion, the Vice-President, Academic shall specify the reasons, in writing, to the candidate, the University Librarian and the Union.
- (c) Appeals of decisions on permanency and promotion for professional librarian members shall be referred to the Tenure and Promotions Appeals Committee, following the procedures specified in Article 21.11. For any appeal by a professional librarian member, the Hearing Panel shall comprise three (3) faculty members from the Appeals Committee and two (2) professional librarian members with permanent appointments at the Librarian III or IV rank. In the case of an appeal against denial of promotion to Librarian IV, at least one (1) of the professional librarian members of the Hearing Panel must hold the rank of Librarian IV.
- (d) For the purposes of this procedure, denial of permanency shall be subject to the same procedures as denial of tenure.
- (e) The decision of the Hearing Panel shall be final and binding, subject to the right to grieve on the basis of alleged violation of procedures or of Article 11 (Academic Freedom) or 7 (No Discrimination) within twenty (20) working days of the Hearing Panel's having communicated its decision to the appellant and the Union. Such a grievance would be commenced at stage two of the grievance procedure.

Article 22A – Retirement

22A.01 Normally, faculty members shall retire no later than the thirtieth (30th) of June following their 65th birthday and professional librarian members shall retire no later than the first (1st) of the month coincident with or following their 65th birthday. However, faculty and professional librarian members may postpone retirement on a year-by-year basis by following the procedures set out below:

- (a) Faculty members wishing to postpone retirement shall indicate their desire to do so, in writing, to the appropriate Dean by 1 August in the academic year in which the member is scheduled to retire. Professional librarian members wishing to postpone retirement shall indicate their desire to do so, in writing, to the University Librarian eleven (11) months in advance of their scheduled retirement.
- (b) Faculty members who indicate that they wish to postpone retirement shall submit a report by September 1 that details the member's planned scholarly, teaching and service activities for the next academic year. Professional librarian members who indicate they wish to postpone retirement shall submit a report at least ten (10) months prior to the scheduled date of retirement that details the member's planned scholarly and service activities for the next year.
- (c) Members who indicate their desire to postpone retirement shall have their request considered by the departmental committee or Library Council, as appropriate. The committee/council shall then conduct a vote by secret ballot to determine whether the member's application to delay retirement is supported by the department/council. Should the member's application be supported by the department/council the member may delay retirement by one (1) year.
- (d) The secret ballot, described in 24.01 (c), shall be conducted by October 1, in the case of a faculty member, or within one (1) month of the member's report being submitted in the case of a professional librarian member. The decision of the department/council is final.
- (e) This process may be followed annually up to the limitations set out in Article 22A.03.

22A.02 Except with the prior approval of the departmental committee or Library Council, a member who takes reduced load after age 65 normally shall be on campus for the fall and winter terms.

22A.03 Faculty members must retire no later than the thirtieth (30th) of June following their 68th birthday. Professional librarian members must retire no later than the first (1st) of the month coincident with or following their 68th birthday.

22A.04 Notwithstanding any article or appendix to the contrary, members delaying retirement shall have their salary reduced by 40%. Members shall be expected to perform 100% of their duties. Members who postpone retirement shall be eligible for normal salary increases. The increases shall be applied to the nominal salary and the salary shall then be reduced by 40%, which shall be the new salary.

22A.05 Members postponing retirement shall be eligible for full pension contributions and benefits coverage based on the member's new salary (Article 22.04).

Article 23 - Dismissal

23.01 "Dismissal" means the termination of an appointment by the University without the consent of the member, before the end of the appointment period, and shall be only for just cause, and shall not be for reasons of program change or deletion. The non-renewal of a contractually limited appointment or a probationary appointment, a decision not to grant tenure or permanency, retirement, or a lay-off pursuant to this Agreement does not constitute dismissal.

23.02 "Just cause" for dismissal shall be predicated upon misdeeds that are grave and unusual, including demonstrated professional incompetence, and that directly show a member is unfit to discharge his/her professional responsibilities as defined in Article 12 (Rights and Responsibilities of Faculty Members) or Article 13 (Rights and Responsibilities of Professional Librarian Members).

23.03 Medical inability to carry out reasonable duties shall not be grounds for dismissal but shall be treated separately from dismissal cases. Article 34.32 shall apply in the case of a person so afflicted.

Procedures:

23.04 The President shall initiate dismissal procedures by notifying the member and the Union in writing to meet with him/her in the presence of the appropriate Dean or the University Librarian and the appropriate Chair, Director or Library Department Head, no earlier than seven (7) days and no later than fourteen (14) days after such notification. Such notification shall include reference to all pertinent information in this Agreement and in any other documents of the University relevant to charges germane to dismissal for cause. Where reference is made to documents other than this Agreement, a copy will be included in the notification. In this and in all further proceedings, the affected member shall have the right to be represented by the Union. The Union shall have the right to be represented at such meetings, and it may choose to be represented by legal counsel. However if it intends to use legal counsel it will inform the University of its intention one (1) week in advance. This requirement may be waived by the University. An attempt shall be made at this initial meeting to resolve the matter in a manner satisfactory to all concerned.

- 23.05 If the member fails to appear at the meeting provided for in clause 23.04, or if no satisfactory resolution is reached at the meeting, and if the President chooses to pursue the matter, the President shall inform the member and the Union in writing of the charges against him/her, by internal receipted mail or by external registered mail at the member's last known postal address on file in the University's Human Resource office, no later than twenty-one (21) days after the meeting, in enough detail to allow the member to prepare his/her defense. Failure of the President to inform the member of the charges against him/her within the designated time period shall result in the termination of the dismissal proceedings.
- 23.06 If the Union wishes to contest a member's dismissal it shall so indicate to the President in writing within twenty-one (21) days of the member receiving the written charges. If the dismissal is not contested, the University may dismiss the member.
- 23.07 Resolution of a contested dismissal shall commence at the arbitration stage of the grievance procedure, as set out in Article 10, and shall be subject to the following additional provisions:
- (a) Having written to the member informing him/her of the charges, the President may by written notice for stated cause relieve the member of some or all of his/her professional duties until the single arbitrator or arbitration panel has made its decision or until such earlier time as the President may deem appropriate. The member shall have access to the Union. Other terms and conditions of the suspension from professional duties will be specified in the letter. Salary and benefits shall continue throughout the period of such suspension (See Article 10.13).
 - (b) The decision of the single arbitrator or arbitration panel shall conclude either:
 - (i) that just cause for dismissal has not been shown; or
 - (ii) that just cause for dismissal has been shown; or
 - (iii) that just cause for disciplinary action other than dismissal has been shown.
 - (c) In the event that the arbitrator or panel finds just cause for disciplinary action, it shall decide upon the nature of that action.
 - (d) The arbitrator or panel shall have the duty and the power to adjudicate all matters in dispute including questions of the arbitrability of an issue. In particular, the arbitrator or panel shall not be barred from hearing a case on the basis of a technical irregularity.

Article 24 - Workload for Faculty Members

- 24.01 (a) Faculty members normally are full-time employees of the University and, as such, their primary employment activity will be their academic and professorial responsibilities except when there is a written agreement between the individual and the University to the contrary.

- (b) The workload of faculty shall include teaching, research/scholarly/creative activities, and service to the University and to the Union. Normally the proportionate distribution of time among those activities will be approximately 40%, 40%, and 20%, respectively, recognizing that these activities overlap. However, the workload of any individual faculty member may vary from this distribution as a result of:
 - (i) the nature of the member's appointment;
 - (ii) the administrative duties of the member;
 - (iii) diversity of paths for career development;
 - (iv) diversity in career patterns as may apply to different disciplines;
 - (v) consultations with course coordinators, teaching assistants and marker-graders.
- (c) The teaching workload is assigned by the Dean of the appropriate Faculty based on recommendations from Department Chairs and Program Directors, and in a way that is consistent with this Article.

24.02 **Normal workload**

- (a) Faculty members are entitled to have equitable workloads.
- (b) Within the workload, "teaching load" is recognized to include a complex of:
 - (i) course planning, development and direction;
 - (ii) teaching of classes, labs, tutorials and seminars;
 - (iii) implementing an appropriate form of evaluation of student learning;
 - (iv) advising students and prospective students;
 - (v) thesis supervisions.

The Parties acknowledge that the number of full-course equivalents a faculty member teaches is interdependent with class sizes, course-levels, and course-related responsibilities such as tutorial direction. Subject to Article 24.02(a), above and to Article 24A, "normal teaching load" shall be defined by the current practices with respect to the number of full-course equivalents to be taught by a faculty member, or as may hereafter be agreed to by the Parties. The necessity to provide suitable scheduling and breadth of academic programs may require reasonable year to year variation in teaching assignments and other components of workload.

- (c) The Parties agree that probationary faculty members who have not yet developed well-established research/scholarly/creative programs should give priority to that aspect of workload. To that end, Deans will remind Department Chairs and Program Directors annually that they should caution probationary faculty members against accepting overload teaching, and against undertaking demanding service commitments, until their research/scholarly/creative programs are well-established. Should the needs of the University lead it to depart from this norm by requesting a probationary faculty member voluntarily to undertake unusually extensive teaching and/or service responsibilities, the University will negotiate the terms of this arrangement with the faculty member so that it has no negative effect on the eventual decision on tenure, and it will provide written copies of this Agreement to the faculty member and the Union.
- (d) During the first year of a probationary appointment at the level of lecturer or assistant professor, a faculty member shall have a teaching load that is one-half credit lower than the normal teaching load for that department, program or faculty. The purpose of this reduction in teaching load is to permit the faculty member to develop and begin to implement a research agenda. Faculty members with teaching loads that are reduced under the terms of this article may not undertake overload teaching within the same academic year.
- (e) Effective in the spring of 2002, the Parties agree that a half-credit course will include at least thirty-nine (39) hours of scheduled time.

24.03 Research, Scholarly and Creative Activities

- (a) As part of workload a faculty member must remain active in terms of research, scholarly, and creative activities in a discipline or field, except when other arrangements have been agreed upon under the terms of Article 24.04 (b), below. These activities include, as appropriate:
 - (i) advancement, dissemination and synthesis of knowledge;
 - (ii) supervision of students and others involved in research, scholarship and creative activities;
 - (iii) attempting to secure funding for research, scholarship and creative activities as appropriate for the discipline or field;
 - (iv) scholarly publications, papers and presentations;
 - (v) live performances (including performing, composing, editing and direction), broadcasts, exhibits, recordings, films, video, media works and events, adjudication of festivals and competitions, and professional workshops as appropriate for the discipline or field;

- (vi) contributions to the development of software, hardware or technologies appropriate to the discipline or field;
- (vii) developing potential external sources of support for research.

24.04 **Alterations in Workload**

- (a) Taking into account 24.01 (a) and (b) above, an increase by the University of the normal workload of a Faculty, department, or program, including the normal teaching load component of the workload, that is larger than can reasonably be considered to be normal year-to-year variation shall occur only with the agreement by majority vote of the members of the Faculty, department or program, as appropriate. The reasons for the alteration, its duration and procedures for reassessment in the future, shall be presented to the members of the Faculty, department or program so affected, in writing, with a copy to the Union.
- (b) A faculty member or a Dean may conclude on occasion that there are good reasons for altering the normal distribution of workload among teaching, research/scholarly/creative activities, and service to the University and to the Union as set out in 24.01 (b). In particular, if a Dean believes that an individual faculty member has not been productive in the area of research and scholarship for several years, the Dean may propose an increase in the teaching portion of workload. In such cases, either the faculty member or the Dean may propose that an agreement be reached for a temporary or continuing alteration in workload and, notwithstanding any other section of this Agreement, such an alteration shall be implemented if the faculty member and Dean voluntarily agree to this arrangement. Any such agreement shall be recorded in writing, and a copy shall be given to the Union. When a faculty member has entered into any such agreement to alter his or her workload, any subsequent assessment of performance shall be based on the new distribution of workload.

Should it not be possible to mutually agree on an outcome, the Dean may set out in writing, with a copy to the Union, clear minimum performance expectations consistent with the normal distribution of workload specified in article 24.01 (b), including time frames and likely consequences for the member if there is a failure to meet these expectations, subject to articles 9, 10, 23 and 35 as appropriate.

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

24.05 The Parties further agree that the following principles will govern the assignment and scheduling of teaching responsibilities:

- (a) In the interest of research and scholarship, faculty members are not required to teach regular scheduled courses for more than two (2) terms in any academic year and those terms shall be consistent with (1), below.
- (b) In the interest of research and scholarship, a faculty member's courses will be timetabled to provide adequate time for research, creative and scholarly activity, normally by providing at least one (1) day per week free of teaching duties. The Parties agree that faculty members may be required to teach on any or all of the remaining teaching days.
- (c) In the interests of excellence in teaching, when, with the prior approval of their Department and Dean, faculty members engage in forms of course preparation or delivery that require more time than is required when teaching traditional courses, they have the right to apply to their Dean to have their distribution of workload components altered or teaching load reduced to recognize the request.
- (d) Existing practices in each Faculty or Department concerning timetabling classes to meet on Saturdays, Sundays or holidays shall continue unless the faculty members and the Dean concerned mutually agree to a change. When faculty members teach courses that continue after 7:00 in the evening, they shall not be timetabled to teach before 11:00 am on the following day, except with their prior voluntary agreement.
- (e) In the interests of fostering collegiality and mutual respect, the University undertakes to make all reasonable efforts to schedule the courses of a faculty member who so requests so as not to create undue hardship. The Parties recognize that faculty members may have familial responsibilities, medical conditions, or other extenuating circumstances and that these may be the basis for such a request. Such requests will not be unreasonably denied. The Parties also acknowledge that place of residence shall not be taken into consideration as a factor affecting attendance at the University (Article 7.02).
- (f) In the fall and winter terms the teaching day begins at 8:00 am and ends at 10:00 pm. The teaching week is defined as Monday through Thursday from 8:00 am to 10:00 pm, and Friday from 8:00 am to 6:00 pm.

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

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

Normally, a faculty member who requests a course in the daytime will be assigned a class that is scheduled between 8:00 am and 5:00 pm. However, a faculty member that has familial responsibilities, medical problems, research commitments that cannot be fulfilled at other times, or other extenuating circumstances may apply on an annual basis to the Timetabling Committee (Article 24.05 (p)) to have their classes scheduled starting in accordance with Article 24.05 (e). Such requests will not be unreasonably denied. The application to and the decision of the Timetabling Committee will be made prior to the construction of the timetable. All responses from the Registrar's Office to these requests will be in writing and copies sent to BUFA.

- (g) The Parties agree that the teaching patterns to be used by the Scheduling Office for Primary Components during the teaching day are as follows:
 - (i) One 2 hour class per week
 - (ii) One 3 hour class per week
 - (iii) Two 1 hour classes per week
 - (iv) Two 1.5 hour classes per week
 - (v) Three 1 hour classes per week

- (h) The Parties agree that exceptions to these teaching patterns occur only in the following areas:
 - (i) Education: one 4 hour class per week
 - (ii) Mathematics: four 1 hour classes per week
 - (iii) Fine Arts: one 5 hour class per week

- (i) The Parties agree that Secondary Components will conform to the following patterns:
 - (i) Seminars: 1 or 2 hour time slots
 - (ii) Tutorials: 1 or 2 hour time slots
 - (iii) Labs: 1, 2 or 3 hour time slots

- (j) The Parties agree that in order to ease the burden of scheduling, especially for large classes, there will be a more even distribution of classes throughout the entire teaching day.

- (k) No member shall be required, except with their prior voluntary agreement, to have a teaching schedule that has more than eight (8) hours between the start of the first primary or secondary teaching component and the end of the last primary or secondary teaching component on any day.

- (l) Beginning with the Spring Term of 2004, classes shall not be scheduled to meet on statutory or other holidays identified in Article 33.08.

- (m) Overload teaching shall continue to be voluntary.

- (n) In the staffing of spring and summer courses, the University must first seek qualified volunteers to teach scheduled courses as part of normal teaching load or as overload courses. If no such volunteers can be identified, and if the program curriculum requires a particular course to be taught in the spring or summer, the University may require a faculty member to teach during the spring/summer term. The faculty member will determine whether this teaching is to be part of normal teaching load, with another term free of teaching, or if it is to be on an overload basis. No faculty member shall be required to teach during the spring/summer term more frequently than one (1) year in three (3). A faculty member who is assigned to teach during the spring/summer term shall not be required to undertake extensive service responsibilities during their non-teaching term. A faculty member who has familial responsibilities, medical problems, research commitments that cannot be fulfilled at other times, or other extenuating circumstances, may apply on an annual basis to the Timetabling Committee (Article 24.05 (q)) to have their classes scheduled in the fall and winter terms, so as not to create undue hardship.
- (o) In the staffing of overload courses, qualified faculty members in the department have the right of first refusal for one (1) full course or equivalent in any academic year, except as set out in 24.02 (d).
- (p) The assignment of individual faculty teaching duties shall be consistent with the individual's discipline, qualifications and specialties.
- (q) Faculty members shall be informed of the courses they are assigned to teach as early as possible. Teaching assignments for the fall term may not be altered without the agreement of the faculty member after 31 July, and teaching assignments for the winter term may not be altered without the agreement of the faculty member after 30 November. If a course is cancelled after those dates for any reason, the faculty member shall not be required to teach another course in its place, but the course in question may be re-scheduled to a future term. If exceptional circumstances arising after the dates above make it impossible for the faculty member assigned to teach a course to do so, the Dean shall first seek a qualified volunteer to teach the course on a load or overload basis. If that effort is unsuccessful, the Dean may alter another qualified faculty member's teaching load by dropping one of his or her courses and adding the course in question to that faculty member's teaching load.
- (r) A Timetabling Committee chaired by the Registrar will be established with three (3) representatives appointed by BUFA and three (3) by the University. The Committee will have the following terms of reference:
- (i) To review and recommend changes to the process of constructing the timetable.
 - (ii) To assist the Scheduling Office in evaluating faculty members' requests under 24.05 (e) and (f).

- (s) The Office of the Registrar will forward a draft version of the timetable to departments by April 15 each year for comment. Departments will have two (2) weeks from the receipt of this draft to provide a detailed response. The Timetabling Committee shall assist the chairs and Scheduling Office in evaluating specific faculty member's requests at this time. Construction of the Timetable must be completed no later than May 20 each year.

ARTICLE 24A – NORMAL TEACHING LOAD

- 24A.01 The maximum normal teaching load for faculty members shall be two and one-half (2.5) full courses as of July 1, 2005.
- 24A.02 The maximum normal teaching load for faculty members shall be two (2) full courses as of July 1, 2006.
- 24A.03 The maximum normal teaching load may be altered under the terms of Article 24.04.
- 24A.04 Subject to Article 24A.05, during the transition to these lower maximum teaching loads, the University shall make reasonable efforts so that it does not reduce the proportion of courses taught by tenured and probationary faculty members in any Faculty below the proportion taught during 2003-04.
- 24A.05 (a) In the academic years 2005-06, 2006-07 and 2007-08 the limits that affect the number of courses taught by non-members of the Bargaining Unit in the Faculty of Education (Article 19.11 (c)) shall be adjusted to allow for a twenty per cent (20%) increase in the number of courses to be taught by non-members of the Bargaining Unit. This adjustment means that the percentage of all courses offered by the Faculty of Education, excluding additional qualification courses, that are taught by non-members of the Bargaining Unit shall not exceed a maximum of fifty-eight and one-half per cent (58.5%) during the years specified.
- (b) In the academic years 2006-07 and 2007-08 the limits that affect the number of credit courses taught by non-members of the Bargaining Unit (Article 19.11 (c)) shall be adjusted as follows: The number of courses taught by non-members of the Bargaining Unit in the Faculties of Applied Health Sciences, Social Sciences and Math and Science shall not exceed fifteen per cent (15%) of all scheduled credit courses in those Faculties as a whole; and the number of credit courses taught by non-members of the Bargaining Unit in the Faculties of Business and Humanities shall not exceed eighteen per cent (18%) of all scheduled credit courses in those faculties as a whole.

- (c) In the academic years 2005-06, 2006-07 and 2007-08 the limits that affect the total number of limited term faculty the University may employ (Article 19.11 (b)) shall be increased by a maximum of twenty per cent (20%) in the Faculties of Humanities, Business and Education. This adjustment means that the maximum number of faculty members with limited term appointments shall not exceed sixteen and eight-tenths per cent (16.8%) of all full-time faculty member positions in those three (3) faculties during the years specified. Within that overall maximum, the maximum number of instructional limited term appointments shall not exceed four and eight-tenths per cent (4.8%) of all full-time faculty positions in those three (3) faculties during the years specified.
- (d) The exceptions to Article 19.11 described in the various sections of Article 24A.05 shall expire on 30 June 2008.

Article 25 - Workload for Professional Librarian Members

25.01 General

The workload of a professional librarian member shall include those duties and responsibilities outlined in Article 13 which are consistent with the member's specialties, qualifications and position and the more specific responsibilities identified in his or her job description.

25.02 Job Description

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

25.03 **Changes to Job Descriptions**

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

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

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

25.04 **Temporary Modification of Duties and Responsibilities**

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

- (c) If, in the cases described in (a) and (b), the temporary modification is a result of another professional librarian being on leave (under the terms of Article 34), the member will be informed in writing by the University Librarian of the nature of the modification in his/her responsibilities and the duration of the modification. The nature and duration of the modification will be determined by the University Librarian in consultation with the member and the person to whom the member reports and such temporary modification shall be structured in a manner that is consistent with Articles 13 and 25.01. No temporary modification will exceed twelve (12) months unless otherwise mutually agreed.
- (d) Any such temporary modification of workload shall be reported to the Union in a timely manner.

25.05 Reassignment

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

25.06 Hours of Work

- (a) The normal work week for a professional librarian shall be on average thirty five (35) hours per week. On occasion, it may be appropriate for members to carry out some of their library responsibilities off campus and, with the prior agreement of the University Librarian or designate, they may do so. Part-time service by professional librarian members shall refer to the fraction of full-time hours worked per week. For the purposes of this subsection, a "week" means seven (7) consecutive days from Monday to Sunday.
- (b) Hours of work may include evenings, weekends and holidays because of the service component and may vary from week to week according to the time of the year and the levels of service to be provided.
- (c) A professional librarian member's workload shall be such that the required principal duties and activities, pursuant to Article 13.03 (a) through (d), can reasonably be expected to be performed during his/her normal working hours, averaged over the year. It is recognized that the pattern of work might involve longer hours during parts of the year but that members would have greater flexibility at other times.

25.07 Scheduled Duties

- (a) Scheduling is the responsibility of the Head of Reference who shall endeavour to achieve an equitable distribution among professional librarian members with due regard for the workload and preferences, in so far as possible, of individual members.
- (b) When the Head of Reference is scheduling professional librarian members to work in the evening, on weekends, or on holidays, the members will first be consulted about their preferences, and the Head of Reference will make all reasonable efforts to accommodate those preferences.

In addition, the Head of Reference will endeavour to adhere to the following guidelines:

- (i) No member shall be scheduled for more than eight (8) hours of reference service, either on the reference desk or in the Computer Commons, nor for more than four (4) hours of backup duty per week;
- (ii) No member shall be required to work more than one (1) evening per week, every second year;
- (iii) No member shall be required to work more than three (3) weekend days per term;
- (iv) No member shall be required to work more than one (1) holiday per year; as specified in Article 33.08;
- (v) No member shall be required to work more than five (5) hours per weekend day, nor be required to work later than 5:00 p.m. on any weekend shift;
- (vi) No member shall be required to work more than one (1) day of any weekend, including any holiday that immediately precedes or follows a weekend;
- (vii) No member, who is required to carry out library duties after 7:00 in the evening, shall be scheduled for reference desk duty the following day before 10:00 a.m.

Compensation for carrying out work on holidays shall be pursuant to the terms set out in Article 33.11.

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

Article 26 - Reduced Load

- 26.01 A member has the right to apply for a temporary or ongoing reduction in workload, as defined in Articles 24 and 25, at any time. Any such reduction shall apply equally to all of the major components of the member's workload, unless the member and the University agree otherwise. In the case of a professional librarian member, the reduction shall be applied so that the reduced workload comprises, primarily, professional practice as described in Article 13.02.
- 26.02 A temporary workload reduction would be subject to a career maximum of five (5) years. An ongoing reduced load shall be until the member retires or otherwise leaves the University's employ. A member must be at least 55 years of age and have ten (10) years of service to be considered for an ongoing workload reduction. An application for a reduction in workload shall give reasons why it should be granted.
- 26.03 Temporary and on-going workload reductions shall not exceed one half (1/2) of the normal workload.
- 26.04 A member applying for a workload reduction shall do so in writing to the appropriate Dean or University Librarian. The Dean or University Librarian shall consult with the Chair or supervisor of the member's department, and/or the Department or Library Council as appropriate, and make a written recommendation to the President giving reasons for that recommendation and sending a copy to the member and the Union. The application shall specify the proposed duration, the amount of reduction and the proposed alterations in workload.
- 26.05 In the case of a continuing disagreement between the Dean or University Librarian and an applicant for a reduction in workload, the application, the Dean's or University Librarian's recommendation as well as a summary of the position of the Chair or supervisor, as appropriate, or of the Department or Library Council, if appropriate, shall be forwarded to the Vice President, Academic for review and final resolution. Application shall not be unreasonably denied nor, if approved, postponed for more than twelve (12) months.
- 26.06 Holidays and vacation for members on reduced load will be pro-rated.
- 26.07 A member on a reduced-load appointment shall continue to have all of the rights and responsibilities, as set out in Article 12 and 13, that he/she had prior to the time he/she commenced his/her workload reduction, save and except where those rights and responsibilities are specifically altered by this Article 26.
- 26.08 The salary of the member opting for a reduced-load appointment is negotiable, but cannot be reduced by more than the factor of workload reduction.
- 26.09 A member who opts for a reduced-load appointment shall have a nominal salary computed, which will be the salary the member would have received if he/she had been working full-time. Nominal salary shall be pro-rated to reflect the reduction in workload.

26.10 Benefits

(a) Life Insurance

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

(b) Extended Health and Dental

Coverage as if full-time.

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

In accordance with the terms of the Long Term Disability policy the premiums and benefits would be based on actual salary and reduced work load time commitment.

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

(d) Vacation

Benefit will be pro-rated to reflect the reduced workload time commitment. For example: if a member was on reduced work load at 50% and they were previously entitled to twenty (20) full days' vacation per annum this would be pro-rated to ten (10) days per annum.

(e) Mandatory Government Benefits

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

(f) Pension

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

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

26.11 Accumulation of time toward sabbatical, as well as the time over which a sabbatical is taken, will be pro-rated according to the terms of the individual situation.

26.12 Members on a reduced-load appointment continue to be eligible for promotion, and for tenure/permanency. The intervals described in Articles 21, 22 and 34.42 shall be extended in accordance with the factor by which workload is reduced.

Article 27 - Duties of Chairs and Directors

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

27.01 Each Department shall have a Chair who, in addition to responsibilities as a member of the faculty, has other responsibilities. These responsibilities include:

(a) acting as an academic leader in the following areas:

- (i) updating, revising and developing programs;
- (ii) mentoring faculty members early in their research and teaching careers; and
- (iii) fostering an environment of excellence in teaching and research in the department.

(b) managing the operations of the Department;

(c) overseeing the administration of the Department in consultation with members of the Department;

(d) designating a deputy and advising the appropriate Dean accordingly in the event of an absence for a period longer than ten (10) working days;

- (e) submitting to the appropriate Dean in writing an estimate of the Department's budgetary requirements for the ensuing year and administering the current Departmental budget;
- (f) overseeing the use of space and equipment assigned to the Department;
- (g) chairing the Departmental Committee or designating a representative to do so;
- (h) representing the Department's interests within the University;
- (i) recommending to the Dean the teaching duties and allocating other departmental responsibilities to members of the Department, after consultation, whenever possible, with the individual faculty member, and after consultation with all available members of the Department;
- (j) convening meetings of the Department at least once each Fall and once each Winter term for the purpose of establishing matters of internal policy, or recommending policy to the appropriate bodies within the University;
- (k) annually advising a probationary appointee whether or not the appointee's performance is adequate, and where appropriate and feasible, advising remedial measures.
- (l) forwarding to the Dean or Director of Human Resources, as appropriate, annual merit assessments and recommendations for department members and staff (see Article 16.02 (e)).
- (m) providing the Chair designate with information and documents necessary to prepare to assume the office of Chair.

27.02 **Teaching Load**

- (a) Department Chairs shall have their workload redistributed so that the teaching component is reduced by a minimum of one (1) full-course during each year that they are acting as chair of a department.
- (b) Directors of Centres/Programs shall have their workload redistributed so that the teaching component is reduced by a minimum of one (1) half-course during each year that they are acting as director of a centre/program.
- (c) A chair or director who believes that his/her responsibility warrants a greater reduction in teaching load may propose such a reduction to the Dean.
- (d) In addition to the course reductions identified in 27.02 (a) and (b), each chair or director shall be granted at least one (1) half-course reduction for each three (3) year term served as chair or director. Normally, such reduction shall be used in the academic year following the members' term as chair or director.

27.03 **Appointment and Term of Office**

- (a) Except with the agreement of the Parties, only tenured full-time faculty members of the Department are eligible for appointment as chairs. Any outside appointments shall be made in accordance with Article 19 (Appointments).
- (b) During the Fall term of the final year of the Chair's term, the Departmental Committee shall record a vote indicating its choice for the next Chair.
- (c) The result of this vote shall be forwarded to the Dean who may consult further.
- (d) The Dean shall forward the results of the vote and his/her recommendation to the President.
- (e) The Chair shall be appointed by the President.
- (f) The term of office for Chair shall be for no more than three (3) years and may be renewed.
- (g) If there is a substantial disagreement on the recommendation within the Department, the Dean shall be empowered, after consultation with the Department, to recommend to the President the appointment of an interim Chair for a term of twelve (12) months or less, except if the two Parties agree upon a longer term.

27.04 **Removal From Office**

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

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

- (a) Prior to the Chair being removed from office, the Dean shall discuss with the incumbent the factors that have led to consideration of removal.
- (b) If, after the discussion with the Chair and after meeting with the Departmental Committee regarding the issue, the Dean continues to believe that removal from office is necessary, he/she shall give his/her reasons in writing to the Chair with a copy to the Union.
- (c) The Chair shall have an opportunity to address the Dean's reasons at a Departmental Committee meeting and, if the Chair chooses, the members of the Departmental Committee shall vote by secret ballot to recommend that the Chair continue in office or that he/she be removed.

- (d) After receiving the ballots from members of the Department or Program, the Dean shall advise the Chair in writing, with a copy to the Union, that he or she is to continue in office, or has been removed from office, specifying the reasons for removal.
- (e) If the Union disagrees with the Dean's decision it may file a grievance starting at Stage 2 of the Grievance Procedure.
- (f) The Chair shall have the right to resign at any stage of these procedures.
- (g) If the incumbent has served at least eighteen (18) months of his or her term, and then is removed from office or resigns after the commencement by the Dean of these removal procedures, the former Chair shall be entitled to receive the additional PDR amount associated with the position for the remainder of the normal term of office.

Article 28 - Library Department Heads

- 28.01 Library Department Heads are members who have administrative and supervisory responsibilities as a fundamental component of their positions. The Department Head oversees the operations of the Department. The Department Head's responsibilities include advising the University Librarian or designate on budgetary matters; establishing goals and priorities in consultation with the Department; coordinating work with other departments and units within the University Library; and providing leadership for the Department. Library Department Head positions are permanent positions without term except for the position of Head, Reference Information Services, which shall have a three (3) year term with the possibility of renewal.
- 28.02 In addition to responsibilities as a reference librarian, the Head, Reference Information Services, has the responsibilities of a Department Head described in 28.01 and the following responsibilities:
- (a) overseeing the administration of the Department in consultation with members of the Department and the Associate Librarian, including the scheduling of reference service and the coordination of services such as library instruction and orientation;
 - (b) allocating departmental responsibilities to members of the Department, after consultation, whenever possible, with the individual professional librarian member and other members of the Department;
 - (c) chairing Departmental meetings;
 - (d) representing the Department's interests within the Library and the University;
 - (e) supervising Departmental support staff;
 - (f) providing orientation, arranging for training and monitoring the performance of probationary appointees and, where appropriate, advising remedial measures;

- (g) preparing annual merit assessments and recommendations for department members and staff for forwarding to the Associate University Librarian;
- (h) providing the Head designate with information and documents necessary to prepare to assume the office of Head, Reference Information Services.

28.03 Every Library Department Head shall have a job description and assigned workload that are consistent with the provisions of Article 25. The workload of a Department Head shall not be substantially greater than that of other professional librarian members. Department Heads, like other members, may appeal their workload in the ways specified in Article 25. The reference responsibilities of the Head of Reference shall be sufficiently reduced to ensure that the additional responsibilities as Head outlined in sections 28.01 and 28.02 do not increase total workload to a level that is substantially greater than that of other professional librarian members.

28.04 Appointment to the position of Department Head, other than Head of Reference Information Services, shall follow the procedures set out in Article 20.04. Appointment to or renewal of the position of Head, Reference Information Services, shall observe a process recommended by Library Council and the following procedures:

- (a) Except with the agreement of the Parties, only permanent full-time professional librarians of Reference Information Services are eligible for appointment as Head. Any outside appointment shall be made in accordance with Article 20. Except with the agreement of the Parties, only permanent professional librarian members based in Reference Information Services are eligible to vote on the question of the next Head. Other persons employed in Reference Information Services shall be invited to share their views on the selection of the next Head at a meeting of the department, before being excused from the meeting.
- (b) During the fall term of the final year of the Head's term, the professional librarian members of Reference Information Services shall record a vote indicating their choice for next Head.
- (c) The result of this vote shall be forwarded to the University Librarian who may consult further.
- (d) The University Librarian shall forward the results of the vote and his/her recommendation to the Vice President, Academic.
- (e) The Head, Reference Information Services shall be appointed by the Vice President, Academic.

- (f) If there is a substantial disagreement on the recommendation within Reference Information Services, the University Librarian, after consultation with the unit, shall recommend to the Vice President, Academic the appointment of an interim Department Head for a term of twelve (12) months or less except if the two Parties agree upon a longer term.

Article 29 - Financial Exigency

- 29.01 A reduction in budgetary allocation for salaries and benefits of members, or lay-off of members for financial reasons, shall occur only in the event of, and only to the extent required by, a *BONA FIDE* case of financial exigency as declared and confirmed pursuant to this Article.
- 29.02 Prior to a declaration of a state of financial exigency, the President shall consult the Joint Committee to Administer the Agreement, and shall report to the Board in writing, with copies to the University Senate and the Union that, in his/her opinion, the University is in a state of financial exigency.
- 29.03 From the date of the Report of the President under 29.02 until the conclusion of the procedures envisioned in this Article, no personnel shall be appointed or hired, save in exceptional circumstances and after seven (7) days' notice to the Executive of the Union.
- 29.04 In the event that the Union does not agree that the University is in a state of financial exigency, or while agreeing that there is a financial exigency, the Union does not agree with the University on the dollar amount of reduction in the budgetary allocation for salaries and benefits for members, an Exigency Committee shall be constituted within thirty (30) days of the President's Report to determine whether and to what extent the University's financial condition constitutes a financial exigency, i.e., a genuine crisis involving the long-term solvency of the University.
- 29.05 The Exigency Committee shall be comprised of three (3) members from outside the Brock University community, and shall not include any person who has had any interest in the matters coming before the Committee or who is acting, or has, within a period of six (6) months preceding the date of his/her appointment, acted as solicitor, counsel or agent of either of the Parties.

The Parties shall attempt to appoint the members of the Exigency Committee jointly, but if they cannot agree, one (1) member shall be appointed by the University and one (1) by the Union, with the third, the Chair, chosen by these two (2), or, if they cannot agree, by the Chief Justice of Ontario.

The Exigency Committee shall meet within thirty (30) days of its appointment and shall report its findings to the Board of Trustees, with copies to the Union and the Senate, within sixty (60) days of its first meeting. The report shall be a public document and copies shall be made available by the Board to all interested parties.

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

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

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

Article 30 - Redeployment Due to Program Redundancy

30.01 As a part of an academic plan approved by Senate, the University may discontinue programs which no longer warrant being continued for academic reasons or in response to persisting decreased student enrollment in that program over two (2) or more years, subject to the following principles:

- (a) The discontinuance of any program which would result in the redeployment of any faculty member must be part of an academic plan approved by Senate. The University will keep the Union apprised of the planning process and its potential ramifications for individuals. Individuals affected will receive a minimum of six (6) months' advance notice of redeployment from the University.
- (b) The discontinuance of any program or service offered by the Library which would result in the redeployment of professional librarian members is subject to consultation with the Library Council (see Article 25.05 - Reassignment). The University will keep the Union apprised of the planning process and its potential ramifications for individuals. Individuals affected will receive a minimum of six (6) months' advance notice of redeployment from the University.

- (c) When a member is to be redeployed, the University will consult with that member about his or her preferences, and will invite the member to propose a suitable new position. The University will make every reasonable effort to comply with the member's wishes and to achieve a redeployment that has the agreement of the member concerned.
- (d) The Parties recognize that redeployment may necessitate retraining or upgrading of skills and qualifications and agree that the University will grant and pay for educational leave for that purpose as necessary and normally up to a maximum of two (2) academic years.
- (e) If an employee who is to be redeployed is aged sixty (60) or older, he or she may choose early retirement on terms equivalent to those of the Renewal Leave Plan, without the Reduced Load provision, rather than redeployment.
- (f) As an alternative to a potential redeployment, either the member or the University may initiate negotiations aimed at achieving a voluntary severance of the employee from the University, based on the formula set out in Article 29.19. The University will notify the Union that severance negotiations have commenced and the Union will represent the individual in the negotiations if the member so wishes.
- (g) If no agreement can be reached between the member and the University on voluntary redeployment, early retirement or voluntary severance, the University may redeploy the member, provided that the new position is consistent with the normal responsibilities of a faculty member or a professional librarian, as appropriate, as those normal responsibilities are described in this Agreement and, in particular, as they are specified in Articles 12, 13, 24 and 25 of this Agreement.
- (h) A member who is redeployed maintains tenure/permanency, rank, seniority, salary, benefits, all other benefits of this Agreement and he or she remains a member of the Bargaining Unit covered by this Agreement.

Article 31 - Working Environment and Safety

- 31.01 The Parties agree that they are bound by the Ontario Occupational Health and Safety Act.
- 31.02 The Union shall be entitled to a representative on the University Occupational Health and Safety Committee.
- 31.03 When supervising student or other employees of the University, the member will act in accordance with the Ontario Occupational Health and Safety Act, Section 27.

31.04 The Parties agree to establish a Joint Committee on the Provision of Ergonomic Work Stations within thirty (30) days of the signing of this Agreement. Each Party will name two (2) members of the Committee, and the Parties will jointly appoint two (2) members of the non-academic office staff, endeavouring to select persons interested and/or knowledgeable in this field. Committee members shall select their own chair. The Committee shall be responsible for establishing ergonomic standards for furniture, workstations, and equipment, and for determining priorities for the provision of such furniture, workstations and equipment, and for communicating these standards and priorities to the Parties. The University shall establish a budget of thirty thousand dollars (\$30,000) per year, or such other sum as the two Parties may mutually agree, during the life of this Agreement for the provision of such furniture, work stations and equipment, and it will use this budget to supply employees with such furniture, work stations and equipment according to the recommendations of the Committee. For the purposes of this article, "furniture, work stations and equipment" shall be deemed to include, but not to be limited to, chairs, desks, computer tables, and such computer peripherals as the keyboard, mouse, screen glare guard, and wrist support bar.

Article 32 - Facilities

- 32.01 The University acknowledges a continuing responsibility to maintain an environment in which the academic and professional functions of faculty members and professional librarians may be effectively carried out, and undertakes, therefore, to provide a reasonable level of facilities and support services consistent with this responsibility, which include, but are not limited to: suitable office space and furnishings; a telephone and voice mail; secretarial, library, duplicating, and audio-visual facilities; access from the member's office to the University's servers, to electronic mail, to the Internet, and to the software deemed necessary to the discipline by the Senate Standing Committee on Computing and Communications Policy; and the facilities for research or scholarship required by each discipline that are customarily provided by universities. The University agrees to maintain the existing modem pool, free of charge to members.
- 32.02 The Parties agree that computers are essential items of office equipment for faculty and professional librarian members. The University therefore undertakes to provide all newly hired faculty and professional librarian members with a computer.
- 32.03 Faculty members who can demonstrate that they have a need to upgrade their computer to fulfil their duties shall be eligible for up to \$700 every four (4) years for computer system upgrades.
- 32.04 The University shall ensure that professional librarian members are provided with a suitable computer system.

- 32.05 As personal computers are replaced in laboratories and administrative offices, they will be made available, upon request, to members who have not purchased a computer with university funds or from a research grant within the last five (5) years. When computers are allocated in this way, they will be installed in the member's office and connected to the University's servers. The University will pay the cost of the ethernet card and connection, or other connection, to the central servers, and it will pay the cost of any upgrade required in order to access the Internet. Requests will be coordinated through User Services.
- 32.06 The Parties further agree this if a member's computer ceases to function for any reason, the University will provide the member with a temporary substitute computer, should the time required for the repair of the computer exceed two (2) weeks.

Article 33 - Holidays and Vacations

- 33.01 Full-time faculty members shall be entitled to one (1) month's official vacation during each academic year (i.e. July 1 - June 30) of service.
- 33.02 Full-time professional librarian members shall be entitled to twenty-two (22) working days vacation during each calendar year of service.
- 33.03 Full-time professional librarian members shall be entitled to twenty-four (24) working days vacation in the fifteenth (15th) and subsequent calendar years of service.
- 33.04 Full-time professional librarian members shall be entitled to twenty-five (25) working days vacation in the twentieth (20th) and subsequent calendar years of service.
- 33.05 Full-time professional librarian members shall be entitled to twenty-seven (27) working days vacation in the thirtieth (30th) and subsequent calendar years of service.
- 33.06 It is the member's responsibility to ensure that this vacation entitlement is taken each year. Vacation shall be taken each year at times mutually agreeable to the member and the Department Chair, Program Director, or the University Librarian or designate, as appropriate. Agreement shall not be unreasonably sought or withheld. Pay will continue during the vacation at the member's normal basic rate.
- 33.07 Vacation entitlement for periods of service of less than one (1) year, or for part-time employment, shall be on a pro-rated basis.
- 33.08 If a professional librarian member leaves the employ of the University prior to the end of the calendar year and all or part of the vacation entitlement has not been taken, the balance of such entitlement will be added to the member's final pay cheque. Vacation taken but not earned will be deducted from the member's final pay cheque.

- 33.09 If a member contracts an illness or injury demonstrated by a medical certificate while on vacation, the days to which the illness or injury applies shall be counted as sick leave under Article 34.32. The remaining days of vacation may be rescheduled at a mutually agreeable time. Agreement shall not be unreasonably sought or withheld.
- 33.10 Faculty and professional librarian members shall be entitled to a holiday with pay on each of the following days:

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

The period beginning at 12:00 noon on Christmas Eve and ending at 11:59 p.m. on December 31 and any other day declared as a holiday by the President of the University. One (1) additional day shall be observed in conjunction with the Canada Day holiday in order to provide a four (4) day weekend, except when Canada Day falls on a Wednesday, in which case the additional day shall be observed on a day mutually agreeable to the member and the Department Chair, Program Director, or the University Librarian, as appropriate. Agreement shall not be unreasonably sought or withheld.

- 33.11 A faculty member may cancel classes for religious reasons provided that he or she makes alternative arrangements.
- 33.12 In those cases where a professional librarian is required to work on a holiday (Article 33.08), he or she may take one and one-half (1.5) days of additional paid leave at a mutually agreeable time.

Article 34 - Leaves

General Terms

- 34.01 The accumulation of credit towards academic leave by a member on leave shall be as specified in the several sections of this Article.
- 34.02 Benefits for a member on leave shall be as specified in the several sections of this Article.
- 34.03 The nominal salary for a member on leave shall be increased by any scale and service increase awarded to members in general.

- 34.04 A member on leave shall be entitled to have his/her nominal salary increased by a merit increase provided that the member submits an Annual Report to his/her Dean or the University Librarian, as appropriate, at the same time as other members, justifying the increment. In the case of Academic Leaves, merit shall be assessed on the basis of success in carrying out the activities outlined in the leave application, with due allowance for necessary or desirable alterations in those plans, and any scholarly publications or artistic creations that come to fruition during the leave. In the case of other types of leaves, merit shall be assessed on the basis of any research or scholarly activities that the member may be able to carry out despite being on leave, and any scholarly publications or artistic creations that come to fruition during the leave.
- 34.05 A member on any form of approved leave shall not during that leave be entitled to the benefits of any other form of leave.
- 34.06 A member on leave shall inform the Department, Dean or University Librarian, as appropriate, and Human Resources of his/her forwarding address(es).

Academic Leave

34.07

- (a) Academic leave may be taken in the form of a sabbatical leave in the case of faculty members, and in the form of a professional leave in the case of professional librarians.
 - (b) Members will normally serve for at least three (3) years between periods of academic leave, except when a member had carry-forward credit at the end of a previous leave, or when a member proposes and the Dean or University Librarian agrees that it is appropriate for that member to apply to take academic leave earlier than three (3) years after a previous academic leave.
 - (c) Members will not normally be allowed to take an academic leave in the six (6) months immediately before retirement. In the case that the member would be eligible to take his/her leave in that year, he/she may be considered for the leave one (1) year early.
- 34.08 The Department or Library Council, as appropriate, shall make every reasonable effort to consult with members who are on academic leave on the following issues: tenure, permanency, promotion, the appointment of a Department Chair or University Librarian, and any major changes in course offerings, especially when these matters directly affect the members on leave. (See Article 34.06).
- 34.09 Members on academic leave shall have lower priority for use of office space. Research facilities may be retained with the agreement of the Dean or University Librarian.
- 34.10 Normally, members on academic leave shall not teach paid overload courses at Brock University.

- 34.11 Upon return, the Member shall submit within three (3) months a full report to the Departmental Chair and to the Dean or University Librarian, as appropriate, setting out the progress of the leave and what was accomplished.
- 34.12 The University will provide payment of 81% of the salary of an individual for either a twelve (12) month or six (6) month academic leave. Additional consideration may be given by the University where academic leave has not been granted at the normal time. In lieu of a twelve (12) month academic leave at 81% of salary after six (6) years of full-time service, an individual may opt for a six (6) month academic leave at 100% of salary. The University's contributions, in any case, will not exceed what would be required to make the individual's net income from all sources (exclusive of special research funds and/or specific travel grants) equal to 100% of what the individual would normally receive from July 1 of the year in which the leave commences. If assistance from outside sources does not provide for a travel grant, the University may consider the provision of travel expenses. If a member accepts paid employment during his/her academic leave, such remuneration should be considered on the same basis as if it were an outside grant.
- 34.13 Members who have had a leave approved and who have voluntarily postponed a leave need not reapply but may take the leave subsequently with the approval of the University Librarian, as appropriate, or the Dean, for up to one (1) year.
- 34.14 There shall be established a Committee on Academic Leaves which shall consist of six (6) tenured faculty members with the rank of Full or Associate Professor, represented by gender and one (1) professional librarian with the rank of III or IV, appointed jointly by the Vice President, Academic and the President of the Union. Members applying for academic leave may not serve on the Committee. Members of the Committee may not vote on applications at the departmental level or at Library Council.

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

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

34.15 Where a candidate's application appears problematic by the Committee, both the candidate and the candidate's departmental Chair/University Librarian or designate shall be invited to appear before the Committee, either separately or together as they wish. The member may be accompanied by a Union representative if he or she so wishes. The candidate must be made aware of all factors that make the application problematic, and must have an opportunity to address those issues. This meeting shall take place before the Committee makes its recommendation to the Vice President, Academic.

Sabbatical Leave

34.16 The purpose of sabbatical leave is to foster the pursuit of knowledge and serve the academic and scholarly objectives of the University by affording faculty members a regular opportunity to maintain and enhance their academic and professional competence free from normal on-campus teaching, research and service obligations. Sabbatical leave is intended to promote intensive scholarly and professional activity through sustained periods of concentrated research and study, contemplation and creative work and through the extension of the range of contacts of employees to other places, experiences and ideas. The Parties to this Agreement acknowledge a joint responsibility to encourage the effective use of sabbatical leaves so as to strengthen the University in the achievement of its objectives.

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

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

A member who is eligible to apply for a six (6) month sabbatical at 81% salary may apply to take other equivalent combinations of time and remuneration up to and including twelve (12) months at 40.5% salary.

34.18 A faculty member requesting a sabbatical leave shall provide his/her Chair with a dossier including; the report of the previous sabbatical, an outline of the proposed plans which explains why these should contribute to the member's scholarly, pedagogical or professional development, an updated *curriculum vitae*, an explanation of the locale chosen, a summary of the member's preparation for that project, and a statement of scholarly and/or professional achievements since the previous sabbatical, and where applicable, plans to take paid employment elsewhere. A Department must recommend to the Committee on all applications for sabbatical leave. The Dean shall forward the Department recommendation and supporting documents to the Committee on Academic Leaves along with his/her recommendation.

Professional Leave

34.19 The purpose of professional leave is to provide professional librarian members with an opportunity to pursue a program of formal study or professional or scholarly activity, away from regular duties, which will enable them to maintain and enhance their professional effectiveness in ways that are consistent with the goals of the University. A professional leave may be granted for a professional librarian member to:

- (a) broaden the member's professional knowledge;
- (b) acquire experience in an area related to the member's responsibilities; or
- (c) engage in scholarly activity in the field of library and information science or the assigned areas of subject specialization.

34.20 A professional leave may be up to a period of one (1) year. The leave will commence no earlier than nine (9) months from the approval of the application. The University may require that a professional leave be delayed up to one (1) year on the grounds that too many members have applied to be on leave at the same time, or other administrative reasons provided to the professional librarian member in writing by the University Librarian, with reasonable notice and after consultation with the Library Council.

34.21 Credit for professional leave shall be up to one (1) year for each six (6) years of service.

A professional librarian member becomes eligible for a leave of up to twelve (12) months after the completion of six (6) years of full-time service, or for a leave of up to six (6) months after the completion of three (3) years of full-time service since the last professional leave.

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

In granting the first professional leave to a professional librarian member, credit may be given for previous service to a maximum of two (2) years.

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

34.22 A member requesting a professional leave shall submit a written application, including an updated curriculum vitae, to the Library Council, with a copy to the University Librarian. The application shall include:

- (a) a description of the program of study or professional activity which the applicant intends to undertake;
- (b) a statement on how the proposed program will provide benefits to the applicant and to the University;
- (c) the starting date and length of the proposed leave; and
- (d) an explanation of the locale chosen;
- (e) a summary of the member's preparation for the program of study or professional activity;
- (f) the report from any previous professional leave, and a statement of professional activities and/or scholarly activity since the previous professional leave;
- (g) the method in which the accomplishments of the leave will be reported to the University Librarian.

34.23

- (a) The Library Council shall give to the University Librarian a written statement of its recommendation based on the contents of the applicant's dossier and its reasons therefor.
- (b) The University Librarian shall forward the recommendation of the Library Council and supporting documents to the Committee on Academic Leaves along with his/her recommendation.
- (c) If the recommendation of the University Librarian differs from that of the Library Council, the University Librarian will consult with the Council.

Leaves of Absence Without Pay

34.24 A member may apply for and the University may grant leave of absence without pay. A member shall apply in writing to the appropriate Dean or University Librarian who shall consult with the member's department. The Dean or University Librarian shall make a written recommendation to the President, with a copy to the member, giving reasons for that recommendation. The President shall write the member, with a copy to the Union, approving or denying the leave. If the leave is approved, this letter shall set out its terms, including specification of sabbatical or professional leave credit to be accumulated.

34.25

(a) A member granted leave of absence without pay for purposes of taking employment elsewhere and who wishes to maintain group insurance coverage and participation in the pension plan shall be responsible for paying the total cost of premiums and/or contributions.

(b) Any other member granted leave without pay shall be entitled to continue participation in the group insurance and pension plans by arranging payment in advance for his/her share of the premiums or contributions.

(c) Eligibility for group insurance while on leave of absence without pay shall be in accordance with the requirements and terms of the insurance carriers.

Public Service Leave

34.26 Members who are candidates for election are entitled to paid leave for the duration of the writ, or in the cases of regional, municipal or school board elections, from Nomination Day until the end of the election.

34.27 Members who are elected to office shall be entitled to leave without pay for a period equal to the term of office, up to a cumulative maximum of six (6) years.

34.28 Members who take public service leave under Article 34.28 shall, for the period of elected service, draw their salary from, and participate in the group insurance and pension plans of, the parliament or legislature, or other body to which they have been elected.

Court Leave

34.29 Paid leave shall be granted to any member who is called for jury duty or who is compelled by subpoena to attend as a witness by any body in Canada with powers of subpoena. The member shall notify the Chair and the appropriate Dean or University Librarian and shall supply the Dean or University Librarian with a copy of the summons. The member and the Department shall make alternative arrangements to meet the member's responsibilities. Members on Court Leave shall accumulate credit in all matters as if they had not been granted any form of leave and shall lose no rights or privileges as a result of being on court leave.

34.30 Any member wishing to voluntarily appear to present evidence before any Committee, Board, Commission, Enquiry or like agency, when such appearance conflicts with scheduled duties, shall inform his/her Chair, Dean or University Librarian as appropriate, stating the agency and dates of appearance before the agency, and shall make mutually agreeable arrangements for the performance of these scheduled duties.

Sick Leave

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

34.32 The member shall inform the Chair, Dean or University Librarian, as appropriate, as soon as possible of his/her illness so adequate alternative arrangements can be made to fulfill the member's duties.

34.33 The University may, with reasonable notice, request the member provide an acceptable medical certificate stating to the extent possible the impact on the individual's ability to perform his or her duties and prognosis with respect to the member's ability to return to work.

34.34 In the event the member remains unable to perform his/her duties as a result of illness or accident after 105 days, he/she is eligible to apply for benefits in accordance with the provisions of the Long Term Disability Income Plan.

Parental Leave

34.35 All female full-time members are eligible for paid pregnancy/adoption leave of up to seventeen (17) weeks. To be eligible for paid pregnancy/adoption leave, part-time female members must have been continuously employed at Brock University for at least twelve (12) months.

34.36 The member is entitled to begin her pregnancy leave at any time within eleven (11) weeks before the expected date of birth. She shall provide the appropriate Dean or University Librarian, as appropriate, and Human Resources with three (3) months' notice in writing of the date upon which she intends to begin her leave and a medical certificate indicating the expected date of birth. She is entitled to a fixed minimum post-delivery leave of six (6) weeks after the actual date of birth of the child or ending no more than seventeen (17) weeks from the beginning of the leave, whichever is later.

Leave may voluntarily be shorter than the seventeen (17)-week period, although a member wishing to return to work before six (6) weeks post-delivery, shall provide a medical certificate to the appropriate Dean or University Librarian, as appropriate, and to Human Resources.

- 34.37 All members seeking paid pregnancy/adoption leave shall apply for Employment Insurance maternity leave benefits. The normal salary of a member who receives the employment insurance benefits shall continue for the first two (2) weeks of pregnancy/adoption leave, and 95% of such salary, less Employment Insurance maternity leave benefits, shall be provided from the University's Supplemental Unemployment Benefits Plan for up to fifteen (15) additional weeks. A member who is not entitled to Employment Insurance pregnancy/adoption leave benefits shall receive full salary from the University until she becomes eligible for E.I. benefits.
- 34.38 The member shall continue participation in the group insurance and pension plans. Arrangements to continue such participation shall be made by the member with Human Resources. The member shall be responsible for maintaining her normal contributions and the University shall make its usual contributions.
- 34.39 Should the pregnancy result in medical complications before or after the pregnancy leave, the sick leave provisions of this Article shall apply.
- 34.40 A member on pregnancy/adoption leave may take a further nine (9) weeks of paid parental leave, provided the member applies in writing a minimum of four (4) weeks prior to the expiry of her pregnancy leave and is the primary provider of childcare. The member shall apply for Employment Insurance parental leave benefits and shall receive 95% of full salary less Employment Insurance parental leave benefits during the additional nine (9) week leave.
- 34.41 Members using these provisions shall be reinstated after the leave to their position without loss of salary level or rank. Vacation and sabbatical leave entitlements shall continue to accrue during the leave and unused vacation entitlements may be carried forward to be used in the next academic year following the termination of the leave.
- 34.42 A member who has taken pregnancy/adoption leave may elect to have academic appointment decisions related to his/her promotion and/or tenure/permanency delayed for one (1) year for each leave.
- 34.43 If a member who is male assumes the primary childcare responsibility upon the birth or adoption of a child, the pregnancy/adoption leave benefits of this Agreement shall apply to him.
- 34.44 A paid leave shall be granted to any member who becomes a parent by the birth or adoption of a child. Such leave is not in addition to pregnancy/adoption leave and shall be for a period of up to five (5) consecutive working days.

Bereavement Leave

34.45 In the event of a death in a member's immediate family, the member shall be entitled to five (5) working days bereavement leave. Immediate family is defined as spouse, common-law spouse, same sex partner, child, sibling, parent, mother-in-law, father-in-law, grandparent, grandchild, foster parent, ward, or any other individual who holds a close and personal relationship to the employee.

Article 35 - Criteria for Merit Increments

35.01 Faculty Members

In recognition of the principle of merit increases and excellence, the following criteria will be taken into account. Normally, the relative weightings of the primary and secondary criteria will parallel the member's workload distribution. In exceptional cases, members may request that a different set of weights be used.

Primarily:

- (a) Teaching at all levels, which is a primary activity of the University. This includes all ways in which the teacher has influence upon the students - by lecturing, by inspiring, by encouraging, by directing. Teaching goes on, not only by formal instruction in the University, but also in day-to-day contact with the students on the campus, in their intellectual, social, and recreational environment.
- (b) Research and Creative Work, which may be measured by the quality, though not necessarily the quantity, of published work, both oral and written. In certain areas a person's original and creative work may have to be evaluated in other ways; for instance, the excellence of artistic and distinguished performance in the arts. In all cases there should be evidence that the faculty member is actively engaged in the advancement of knowledge. This may include the following: the publication of books, case studies, monographs, and contributions to edited books; papers in both refereed and non-refereed journals; papers delivered at professional meetings; participation in panels; unpublished research including current work in progress both funded and unfunded; editorial and refereeing duties; creative works and performances; the development of software, hardware or equipment; scholarly contributions to pedagogy; other evidence appropriate to the discipline; and scholarship as evidenced by the candidate's depth and breadth of knowledge and general contributions to the research life of the University. The quality and originality of both published and unpublished work shall be evaluated.

Secondarily:

- (c) Professional Competence, which may be measured by the degree to which the faculty member advances the vital system of ideas in professional fields.

- (d) Contributions to the University Community. Since by tradition a University is defined as a community of scholars responsible for its own well-being, merit in this area may be measured by participation in the academic affairs of the University. Such evidence may include the following: participation in University, faculty, departmental committees and task forces; counseling students; and general administrative duties; and/or
- (e) Contributions to the Community, particularly in a scholarly or professional role; for example, community service where the individual has made an essentially non-remunerative contribution by virtue of special academic competence or consultative work, which brings distinction to the University as well as to the individual.

35.02 Professional Librarian Members

The annual assessment of the performance of professional librarian members is based primarily on effectiveness in the field of information and library science, according to the criteria in Article 22.02 (a). Contributions to the University Community and the profession, and scholarly activity, are secondary criteria as specified in Article 22.02 (b) and (c) respectively. In the case of professional librarians with permanency, the assessment is to be based on the annual report, while in the case of probationary professional librarian members, the assessment is to be based on the most recent six-monthly report or, for members who have been employed for twelve (12) months or more, the two (2) most recent six-monthly reports.

- 35.03 In the case of full time, ongoing members appointed at a date other than 1 July, PTR and Merit increments will be prorated based on the number of months by which the appointment date precedes 1 July divided by twelve (12) for the first year of employment.

Article 36 - Access to Files

- 36.01 This Article regulates the storage and use of documents and materials used by the University in the personal assessment of a member, except for documents and materials prepared for and used in the process of consideration for promotion or the granting of tenure/permanency. Such documents and materials shall be placed in one of the member's official personnel files, which shall be kept only in the Office of the member's Dean, or in the case of a professional librarian, in the office of the University Librarian, and the Office of Human Resources. Normally, only one (1) personnel file will be kept in any one of the above offices. When more than one file is held in an office, each file in that office shall carry a note indicating the existence of the others.

36.02

- (a) Subject to subsection (b), the member, or his/her authorized representative, shall be allowed to examine his/her personnel file in the presence of a person designated by the head of the office in question during normal business hours and on reasonable notice. The member shall not be permitted to remove the file or any part thereof from the office.

- (b) Letters which have been solicited in confidence pursuant to this Agreement or established University procedures shall have identifying marks removed. The originals shall be kept in a confidential portion of the file. The file shall include an inventory of the open and confidential portions of its contents. The inventory shall not be confidential. It shall list confidential documents by date and general subject only, but shall not identify the author
 - (c) Section 36.02 (b) does not apply to letters solicited in confidence prior to the signing of the 1986-1990 Agreement. The contents of such letters may be revealed to the faculty member only after permission of the author has been obtained.
 - (d) The University shall ensure that documents and materials submitted with a request for confidential status address only those criteria that are relevant to the assessment to be made about the member and that the documents and/or materials do not violate Article 7 of this Agreement.
- 36.03 Unless specifically requested by the member, no anonymous material shall be kept in the file.
- 36.04 A member shall have the right to have included in his/her file(s), his/her written comments on the accuracy or the meaning of any of the contents of his/her file(s), and to add any relevant documents to the file(s). Material contained in a member's file(s) may be removed from the file(s) only by the mutual agreement of the member and the head of the office in question.
- 36.05 A member may, on written request and at his/her own expense, obtain copies of that part of his/her file(s) open to him/her.
- 36.06 Except as specified in this Agreement, documents and materials used by the University in the personal assessment of a member, and the documents and materials prepared for and used in the process of consideration for promotion and the granting of tenure/permanency of a member, shall not be made available to third parties except in the performance of their duties under this Agreement.
- 36.07 The University shall be entitled to use, in the course of its normal academic business, data contained in the *curricula vitarum* of members, subject to the member's agreement as to those portions of his/her *curriculum vitae* which may be so used. Members shall, at the request of their Dean or University Librarian, as appropriate, update their *curricula vitarum*. An updated *curriculum vitae* is to be provided to the Dean or University Librarian, as appropriate, with each Annual Report.

Article 37 - Privacy and Confidentiality

- 37.01 The Parties agree that members and employees of the Union have a right to privacy in their personal communications and files, whether on paper or in electronic form, and the Parties undertake to respect that right to the fullest extent possible.

Article 38 - Patents

38.01 Statement of Basic Policies

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

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

The University in keeping with its objectives of encouraging inventions by members, both within and outside the framework of the University operations, invites any member, as an alternative to private (or privately-sponsored) patent proceedings, to submit the subject matter of any invention to the University for financial and developmental assistance. The decision as to whether or not such submissions should be made to the University is at the sole option of the inventor. The acceptance of such voluntary submission by the University (and/or any associate organization such as Canadian Patents and Development Limited or Research Corporation of New York) is conditional upon the University being satisfied that the provision of such assistance is feasible under the particular circumstances. If the inventor chooses to avail himself/herself of any such assistance offered by the University then he/she accepts the conditions under which these services are offered, namely:

- (a) The patent rights with respect to the submission shall be assigned to the University which shall thereafter deal with such rights as it deems most expedient for the obtaining of a patent or patents with respect thereto and possible further promotional and/or other development.

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

38.02 Definitions

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

38.03 Procedures

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

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

Article 39 - Copyrights

39.01 Overview

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

39.02 Applicability

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

39.03 University Rights

- (a) When the University contributes significant resources to the development of copyrightable materials, as defined in 39.02, the ownership, use and rights of revision of such materials shall be governed by specific contracts between the member(s) and the University. Such contracts must be finalized before the work is commenced. A copy of any such contract will be given to the Union. The terms of a typical contract shall be consistent with this Agreement and shall, at least, address the following matters:

- (i) definition of the materials to be produced;
- (ii) scheduling and funding of the project;
- (iii) ownership and use of materials;
- (iv) licensing of the use of the materials;
- (v) rights of revision;
- (vi) definition, distribution and timing of royalty and other payments.

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

- (b) When a member is employed for the express purpose of creating or producing specific works which may be copyrightable then the University reserves complete ownership of the copyright in the material unless alternate provisions are made in writing between the member and the appropriate Dean or University Librarian, as appropriate.

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

39.04 Right of Revision

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

39.05 Termination of Employment

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

39.06 Royalties

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

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

39.07 Allocation of University Royalty Income

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

Article 40 - Rights of the Union

40.01 The University shall provide the Union with the use of centrally located, serviced office space consisting of rooms C409 and D402 in the MacKenzie Chown Complex, or mutually acceptable equivalent office space, at an annual fee of one dollar (\$1), with two (2) telephone lines and a fax line, the telephone and fax charges to be borne at internal rates by the Union. The Union shall have the use, free of charge, of the internal University postal service. External mailing costs of the Union shall be borne by the Union. The University shall allow the Union the use of all University services, computing services and audio-visual services on the same basis and at the same rates as those applicable to the most favoured University users. The University shall endeavour to provide the Union with suitable meeting rooms as required, free of charge.

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

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

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

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

40.04 The University shall act as paymaster on behalf of the Union in respect of employees of the Union, and shall pay Union employees bi-monthly by direct deposit to employees' bank/trust accounts, deduct Income Tax, Canada Pension Plan, Employment Insurance payments, benefits, and any other voluntary deductions available to the employees of the University and shall issue T4 forms by February 28 each year. Such amounts paid out shall be debited monthly to the Union's courtesy account.

- 40.05 The University agrees to prepare and provide to each member a copy of this Agreement including all appendices and to provide to the Union an additional one hundred (100) copies for its own use. The University shall endeavour to prepare copies of the Agreement within two (2) months and not more than three (3) months after the signing of this Agreement. The University also agrees to make the text of this Agreement available, and any future agreements, on the University web site within two (2) months, and not more than three (3) months, after the signing of this Agreement.
- 40.06 Service to the Union shall be treated in the same manner as committee and similar duties performed for Departments, Faculties, Library and the University as a whole for purposes of assessing and evaluating a member's annual service contributions. Individuals whose workloads include service as described above shall have their distribution of workload adjusted to accurately reflect the balance of service, teaching, or other professional responsibilities (See Articles 24 and 25).
- 40.07 The Union shall have the right at any time to call upon the assistance of representatives of the Canadian Association of University Teachers and the Ontario Confederation of University Faculty Associations. Such representatives and any other duly designated representatives or counsel for the Union shall have access to Brock University premises to consult with members, Union officials or the University. These representatives designated by the Union shall participate in discussions or negotiations with representatives of the Board/University when their authority has been communicated to the University by the Union.
- 40.08 The University Timetabler shall make all reasonable efforts to assign a weekly three (3) hour time block between the hours of 8:30 am. and 4:30 pm. in order that all Executive Committee members can attend all meetings of the Union's Executive Committee.
- 40.09 The University will provide the Union with releases from teaching equal to three (3) full courses. In years in which the Agreement is to be renegotiated, the University will provide the Union with releases from teaching equal to five and one half (5.5) full courses. In the case of a professional librarian, release from one (1) seven (7) hour shift per week for the months of September through June shall be deemed to be equivalent to one (1) full-course release from teaching, although that release time may be distributed over the week in other mutually agreeable ways. The Union shall be entitled to purchase additional course-load reductions, or equivalent, at the overload rate then in effect. This arrangement is applicable only to this Article and without prejudice to the more general arrangements for reduced workload with pro-rated pay specified in Article 26 of this Agreement. The actual division of such load reductions among the officers and/or representatives of the Union shall be decided by the Union. The Union undertakes to inform the University by May 1 of its intentions for the following academic year respecting both purchase and division of release time.

Article 41 - Information

41.01 On or before September 1 and quarterly thereafter, the University shall provide the following information to the Union for the current academic year, and will provide preliminary lists when available:

- (a) For all members, the name, rank, university mailing address, e-mail address (when available), whether tenured/permanent, probationary or limited term, if not tenured/permanent, the termination date of the appointment, and, for new appointees, gender and the initial date of appointment;
- (b) For all those members promoted as of July 1, the name and new rank;
- (c) For all those members on leave, the name, type of leave and initial and final dates of leave;
- (d) The names of all those members granted permanency or tenure as of July 1;
- (e) The names of all members who retired or otherwise left the service of the University as of June 30;
- (f) The names of Chairs/Heads of Departments and Program Directors;
- (g) Projected retirements.
- (h) The number of members at each faculty and professional rank.

41.02 On or before October 15, the University will provide the following data to the Union:

For faculty: name, age, rank, department, date of appointment, gender, status, actual salary, nominal salary, cumulative years of employment as a faculty member, date of last sabbatical, date of last change in rank, highest degree, year of highest degree.

For librarians: name, age, rank, department, date of appointment, gender, status, actual salary, nominal salary, cumulative years of employment as a professional librarian, date of last professional leave, date of last change in rank, types and years of degrees.

41.03 The University will provide the Union with copies of final correspondence to members regarding appointments, reappointments, promotions, tenure, permanency, leaves, reduced load, or similar matters, setting out the terms of such, at the time the correspondence is sent to the member. In addition, the University will provide copies of any contracts generating pay in addition to normal salary to faculty and librarian members.

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

Article 42 - No Strikes or Lockouts

- 42.01 There shall be no strikes or lockouts during the life of this Agreement.
- 42.02 In the event of a legal strike or lockout, if a member's research is at risk of irreparable damage (such as the loss of live or decomposable materials, or missing the occurrence of an infrequent event) as a consequence of his or her absence, the member may notify the Union and the appropriate Dean or the University Librarian, and the University shall facilitate access to specific research facilities by the member or a mutually acceptable designate in order to minimize any such risk. The Parties agree that this right shall continue to be observed until a new Agreement has been reached, despite the expiry of the rest of this Agreement.

- 42.03 No member shall be disciplined on the basis of his or her decision not to cross a legal picket line, or on the basis of any consequences of that decision.
- 42.04 In the event of a legal strike or lockout, the University will continue to provide the service of paymaster for employees of the Union so that they will continue to receive their salary in accordance with Article 40.04 of this Agreement. As well, any monies owing to the Union from dues deduction for days prior to a legal strike or lockout will be deposited into the Union's account on the normal deposit day and via the normal process. This provision shall continue to be observed until a new Agreement has been reached, despite the expiry of the rest of this Agreement.

Article 43 - Leaving or Re-entering the Bargaining Unit

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

Article 44 - Changes to the Brock Act

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

Article 45 - Transition to the Agreement

- 45.01 All applications for re-appointment, tenure, permanency, promotion, leave (including Faculty Renewal Leave), or reduced load that are in the process on the date that this Agreement comes into force shall be continued and concluded according to the procedures, practices and criteria prevailing before that date, unless the member indicates in writing that he or she prefers to apply under the terms of this Agreement, in which case its provisions shall apply.
- 45.02 All complaints or grievances that are in process on the date that this Agreement comes into force shall be continued and concluded according to the procedures, practices and criteria prevailing before that date, unless the Parties agree to proceed under the terms of this Agreement, in which case its provisions shall apply.

45.03 If a vacancy for a position covered by this Agreement has been advertised before the date that this Agreement comes into force, the appointment procedures and criteria prevailing before that date shall be applied until the position has been filled or readvertised, unless the Parties agree otherwise.

Article 46 - Correspondence

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

The addresses of the Parties shall be as follows:

The President
Brock University
Schmon Tower
Brock University

The President
Brock University Faculty Association
C409, Mackenzie Chown Complex
Brock University

Article 47 - Legal Liability

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

Article 48 - Duration and Amendment of the Agreement

48.01 This Agreement shall be in effect immediately on the date of signing and shall continue in force until June 30, 2006.

48.02 Amendments to this Agreement may be made at any time by mutual consent of the Parties.

48.03 Either Party may notify the other in writing within the period of ninety (90) days before the expiry of this Agreement of its desire to bargain with a view to the renewal of the Agreement, with or without modifications, and bargaining shall commence within fifteen (15) days, unless the Parties mutually agree on a different starting date. The Parties may agree to commence bargaining earlier than ninety (90) days before the expiry of this Agreement.

48.01 This Agreement shall remain in full force and effect after its expiry date until a new Agreement has been reached, or until the conciliation process prescribed by the Ontario Labour Relations Act has been completed and a legal strike or lockout has been declared.

IN WITNESS whereof, the Parties hereto have caused this Agreement to be executed in the City of St. Catharines, in the Province of Ontario, by their duly authorized officers and representatives this 18th day of September, 2003.

On behalf of the Board of Trustees
of Brock University

On behalf of the Brock University
Faculty Association

Martin Kusy

Terrance Carroll

Terry Boak

Dawn Good

Pauline McCormack

Don Dworet

David Siegal

Kathy Belicki

Darren Harper

Kimberly Benoit

Joanne McKee

Barry Grant

Margaret Grove

Pat Wilson

David Atkinson

Ann Marie Guilmette

- Appendix A -

ONTARIO LABOUR RELATIONS BOARD

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

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

DECISION OF THE BOARD; December 18, 1996

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

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

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

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

save and except:

- a) the President, Vice Presidents, Associate Vice Presidents, Deans, Associate Deans, University Secretary, Registrar, Associate Registrars, University Librarian, Associate University Librarians, Directors of Non-Academic Administrative Departments;
- b) Professional Librarians employed in the Instructional Resources Centres of the Faculty of Education

constitute a unit of employees of the responding party appropriate for collective bargaining.

Clarity Notes

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

“Timothy W. Sargeant”
for the Board

- Appendix B -

BROCK UNIVERSITY

Sexual Harassment Policy

1. PREAMBLE

- 1.1 Brock University endeavours at all times to provide a working and learning environment that is supportive of scholarship and research and the fair treatment of all employees and students of the University. The basis for interaction is mutual respect, co-operation, and understanding. The University does not condone sexual harassment because it violates personal dignity and integrity.
- 1.2 In order to develop and maintain, in all areas within its jurisdiction, an environment free of sexual harassment, it is the policy of the University:
 - (a) to promote a clear understanding and awareness of sexual harassment through the provision of educational and training programs;
 - (b) to prohibit any act of sexual harassment (subjecting those committing such acts to a range of disciplinary actions);
 - (c) to act upon complaints of sexual harassment promptly, fairly, judiciously and with due regard to confidentiality for all parties concerned, insofar as such confidentiality does not interfere with the University's obligation to investigate allegations of misconduct and to take corrective action;
 - (d) to ensure that any member of the University community who seeks recourse/redress or is involved in any proceeding under this policy is able to do so without fear of reprisal;
 - (e) to ensure that those in positions of authority communicate this policy to all who come under their jurisdiction.
- 1.3 Periods of time set out in the process described herein may be extended with the consent of all concerned parties. Such an extension of time shall not be the basis of any subsequent grievance.
- 1.4 Sexual harassment is considered by Canadian courts and the various human rights commissions in this country to be a civil wrong and, therefore, the onus and standard of proof shall be the civil "preponderance of evidence" or "on a balance of probabilities" and the burden of proof rests with the complainant(s).
- 1.5 Notwithstanding this policy, individuals have the right to seek the advice and services of the Ontario Human Rights Commission.

2. DEFINITIONS

2.1.1 Sexual harassment shall include:

- (a) any unwanted attention of a sexually-oriented or gender-oriented nature directed at an individual or group by another individual or group of the same or opposite sex who knows (or ought reasonably to know) that this attention is unwanted, or
- (b) any implied or expressed promise of reward for complying with a sexually-oriented request or advance, or
- (c) any implied or expressed threat of reprisal for refusing to comply with an implied or expressed sexually-oriented request, or
- (d) any behaviour, verbal or physical, of a gender- or sexually-oriented nature that interferes with the academic or work environment of an individual or group or creates an intimidating or hostile atmosphere.

2.1.2 Sexual harassment can be psychological or physical and can include, but is not limited to, behaviour such as:

- (a) suggestive or demeaning remarks, jokes or other types of verbal abuse of a sexual or sexist nature directed at an individual or group, or
- (b) engaging in a course of vexatious comment or conduct of a sexual nature that is unwelcome, or
- (c) graphic or suggestive comments about an individual's dress or body, or
- (d) leering, or
- (e) the display in the workplace of pornographic objects or pictures, or
- (f) unnecessary touching and/or offensive gestures, or
- (g) compromising invitations, or
- (h) unwanted requests for sexual favours, or
- (i) sexual assault (an offence under the Criminal Code).

2.2 "Advisor" means the Sexual Harassment Advisor.

2.3 "Committee" means the President's Advisory Committee regarding Sexual Harassment.

2.4 "Days" means Monday through Friday when the University is open for business.

2.5 With the exceptions as noted throughout the policy, "Supervisor" means:

- (a) Dean and Department Chair or Director in the case of faculty and other instructional personnel;
- (b) Supervisor in the case of staff members, and
- (c) Dean of Student Affairs in the case of students, or the Director of Residence if the incident occurs in Residence and involves students living in Residence.

3. STAFFING AND ORGANIZATION

3.1.1 The Sexual Harassment Advisor is appointed by the President and is responsible to the President.

3.1.2 The Terms of Reference for this position shall be:

- (a) To increase awareness of the issue of sexual harassment and of this policy on sexual harassment and to educate the University community through programs developed to address the needs of all the constituencies;
- (b) To be the official contact in receiving allegations of sexual harassment;
- (c) To provide a confidential advisory service to any individual or group on complaints of sexual harassment, which may include:
 - (i) hearing the concerns of the complainant;
 - (ii) assisting the complainant in determining if sexual harassment has occurred; and
 - (iii) delineating options for action available to the complainant.
- (iv) as appropriate, the Advisor may also:
 - a. take no further action on a complaint if the complaint is judged to be without basis or, if in the judgment of the Advisor sufficient action has been taken;
 - b. assist in the formulation of a written complaint;
 - c. initiate formal procedures;
 - d. advise the respondent and complainant of their rights and responsibilities under University policy and any relevant law of the land (e.g. Ontario Human Rights Code and the Canadian Criminal Code).

- (d) to provide counseling to Complainants and Respondents;
- (e) to act as a referral to other agencies;
- (f) to maintain complete records, as described below in sections 4 and 6.1, and pertinent statistics on all matters of sexual harassment; and
- (g) to be a member of the Committee;
- (h) to report annually to the University community through the President. The report will contain statistics on matters relating to sexual harassment while maintaining anonymity and confidentiality.

3.1.3 Annually, the President shall designate a Counselor/Therapist from the Brock University Counseling Centre who will serve as an alternate when the advisor is unavailable.

3.2 The President's Sexual Harassment Advisory Committee is appointed by the President and consists of the Advisor as an ex officio member and four (4) representatives from each of faculty, staff and students, two (2) males and two (2) females, who have an interest in sexual harassment issues and who shall normally serve for two (2) years.

4. INITIATING PROCEDURES

4.1 Normally, a complaint will be made to the Advisor by an individual or individuals who claim(s) to have been sexually harassed. Vexatious or malicious complaints will be regarded as serious offences by the University and will be dealt with accordingly.

4.2 Any member of the University may raise an issue of behalf of another; however, the Sexual Harassment Advisor shall not proceed with a complaint unless a complainant agrees, or unless not acting would constitute a threat to the University community.

4.3 It is recognized that some individuals may wish to complain initially to their Supervisor or, in the case of students, to a staff or faculty member. When complaints are initiated at this level, the Supervisor, staff or faculty member has the responsibility of maintaining confidentiality and of encouraging the complainant to talk with the Sexual Harassment Advisor. If the complainant does not wish to make this contact, the supervisor, staff or faculty member must notify the Advisor of the complaint immediately and consult with the Sexual Harassment Advisor about any further actions.

4.4 Concerns may be discussed with the Sexual Harassment Advisor at any time, but options for action will be limited to complaints brought within six (6) months following the last alleged incident of harassment. Students who have filed a complaint with the Sexual Harassment Advisor may choose to have the complaint held in abeyance until one (1) week after the final date for submission of grades to the Registrar's Office.

- 4.5 If the Advisor decides to open a file that names a respondent in regard to a complaint, the respondent must be informed immediately of the existence of that file.
- 4.6 A file consists of a closed section and an open section. The closed section consists of documents where the confidentiality of the writer must be protected, such as letters solicited in confidence concerning the complaint. An inventory of documents in the closed section will list dates and general subject matter and will be placed in the open section.
- 4.7 The respondent and the appropriate Vice-President are notified that the file has been started. The Vice-President has access to the open and closed portions of the file. During informal procedures, the respondent will have access to only the open portion of the file. The respondent may request and examine excerpts of documents in the closed files provided that the confidentiality of the writer is maintained.
- 4.8 All documents are placed in the file including complaints, mediation records, communications from the respondent and other relevant materials. No anonymous documents are included in the file.
- 4.9 If the complaint is resolved informally, the file will be retained as a confidential document in the Office of the Sexual Harassment Advisor and no reference to its existence will be contained in the respondent's personnel file.

5. INFORMAL PROCEDURES

Informal procedures include those followed by the Advisor attempting to resolve complaints with the complainant alone or with only the complainant and the respondent. They are distinguished from formal procedures where other offices or hearing boards are involved. By adopting the term "informal" the University does not imply that the activities of the Advisor have any less support and sanction of the University than the formal procedures.

- 5.1 The Advisor, upon hearing the details of a complaint, will discuss with the complainant the appropriateness of the following options:
 - (a) Action on the part of the complainant, such as writing a letter or meeting with the respondent. The complainant shall be advised to document all action and keep copies of all correspondence.
 - (b) The Advisor meeting with the respondent to discuss the complaint. This may be very specific discussion naming the complainant or may involve a more general discussion of the complaint not naming the complainant. Such meetings require several steps:
 - (i) The complainant must sign a written complaint and a release of information. The complainant may instruct the Advisor to withhold information that might identify the complainant.

- (ii) The Advisor will then meet with the respondent to clarify what took place and will convey back to the complainant, with the written permission of the respondent, any undertakings on the part of the respondent;
 - (iii) If the respondent refuses to meet or fails to respond to the request for a meeting within ten (10) days of the request, the Advisor will report the refusal or failure to respond (not the details of the complaint) to the respondent's Supervisor in writing.
- (c) If both the complainant and the Advisor are not satisfied with the results of the options described in (a) and (b), or see them as inappropriate in the circumstances, the Advisor may with the agreement of the parties involved proceed to mediation as follows:
- (i) The Advisor will give to the respondent a copy of the complaint, signed by the complainant.
 - (ii) Only mediator, complainant, and respondent shall participate in mediation meetings.
 - (iii) The mediator will ordinarily be the Advisor. However, if either the respondent or complainant objects to this individual serving as mediator, the President shall appoint a new mediator.
 - (iv) The purpose of the mediation will be to achieve a mutually satisfactory resolution. If this is achieved, an agreed upon resolution will be signed by both parties and the mediator. A copy of this Agreement will be provided to each party.
 - (v) The mediator will keep a record of the dates of all meetings with the parties and whether or not the mediation was successful.
 - (vi) Mediation shall be completed within six (6) weeks of the Advisor providing the respondent with the written complaint.
- (d) If the respondent is unwilling to proceed to mediation or if mediation does not result in an agreed upon resolution, the Advisor/mediator will inform the complainant about the remaining options; these may include information on and referral to the University's formal complaint procedure or the Human Rights Commission.
- 5.2 If at any point in processing a complaint the Advisor decides that further intervention is not appropriate, or that informal resolution is not possible, the Advisor shall inform the complainant of his/her right to request, in writing, that formal procedures be initiated (see Section 6).
- 5.3 If the Advisor and the complainant both agree that the options described in section 5.1 are not appropriate, the complainant may proceed directly to formal procedures as described in Section 6.

5.4 If at any time the complainant wishes to withdraw the complaint, normally no further action shall be taken and any ongoing process, such as mediation, will immediately end.

6. FORMAL PROCEDURES

6.1.1 To initiate formal procedures, the complainant shall provide the Advisor with a written and signed request for a formal hearing including a statement of the complaint.

6.1.2 The decision on whether or not to proceed shall be made by the Advisor.

6.1.3 If the Advisor upon hearing the details decides to not proceed, the Advisor shall inform the complainant of his/her right to appeal this decision as outlined in Section 7.

6.1.4 If the Advisor agrees to proceed, the Advisor shall communicate in writing to the respondent and the President within ten (10) days of receipt of the written request, that formal hearing procedures will be initiated, and will provide a copy of the complainant's written complaint and request for a formal Hearing.

6.2 The Advisor will advise both the complainant and the respondent of support services on campus which they may wish to consult.

6.3.1 Upon the receipt of a request for formal procedures, a three-member Hearing Panel will be struck by the President.

6.3.2 Ordinarily, the Chair of the Committee will serve as the Chair of the Hearing Panel.

6.3.3 The other two (2) members will be the Supervisor of the respondent and the Supervisor of the complainant except where both respondent and complainant have the same Supervisor or where the complaint is against the complainant's Supervisor, whereupon an additional Supervisor from the University structure - agreed on by the two members of the Hearing Panel and approved by the President - will complete the Panel. In the case where the respondent and the complainant are both students, the Dean of Student Affairs and the Dean of the Faculty of the respondent's field of study shall comprise the other two members.

6.4 Following the establishment of the Hearing Panel, the Advisor will provide the appropriate Vice-President with the file. The Panel, complainant, and respondent shall be permitted to examine the file in the presence of the Vice-President prior to the Hearing.

6.5 The Advisor shall not actively participate in any subsequent proceedings but shall be available to the Hearing Panel to clarify any matter relating to the file.

6.6 The proceedings of the Hearing Panel will be held in camera and will not be open to the public.

- 6.7.1 Both the complainant and the respondent are entitled to attend the Hearing and to bring one (1) faculty, staff or student member of Brock University. In the event that one party does not appear at the meeting, despite reasonable notice (at least ten (10) days), the Panel may proceed with the Hearing in his/her absence.
- 6.7.2 Attendance at the Hearing of any persons other than the parties, their colleague and witnesses called by a party to the Hearing for the purpose of giving relevant information is at the discretion of the Hearing Panel.
- 6.8 Both parties and the Panel may present information and question witnesses as follows:
- (a) The Chair will require prior notice as to witnesses and will provide advance notification of the names of witnesses to each party.
 - (b) Witnesses will be present only when giving their testimony.
- 6.9 The Chair is responsible for ensuring that the Hearing is concluded as expeditiously as possible, and within a period not to exceed sixty (60) days from the date of notification that formal hearing procedures will be initiated (see 6.1.5).
- 6.10.1 The decision of the Hearing Panel need not be unanimous, but at least two (2) votes shall be required to sustain the complaint.
- 6.10.2 Within ten (10) days of the conclusion of the hearing, the Hearing Panel shall submit a written decision and recommendations regarding penalties and remedies, if any, to the parties, the President and appropriate Vice-President.
- 6.10.3 Penalties and remedies for:
- (a) persons in the employ of the University may include, but shall not be limited to, reprimand, adjustment of salary, suspension and dismissal.
 - (b) persons registered as students of Brock University may include, but shall not be limited to reprimand, suspension and expulsion.
- 6.11 After formal resolution of the complaint, the file will be placed in the respondent's official personnel file maintained in accordance with existing policies, agreements or contracts with the various University groups.

7. PROCEDURES FOR APPEALS AND GRIEVANCE OF FORMAL DECISIONS

If, through the Informal Procedures and the Formal Hearing Panel, the matter is not resolved to the satisfaction of the complainant or the respondent, either of them will have recourse to the grievance or appeal procedure for his/her constituency: i.e., the grievance procedure for faculty under the BUFA Collective Agreement; the grievance procedure for unionized staff under the

CUPE Collective Agreement; the grievance procedure for staff as approved by the Board of Trustees; the appeal procedure for students as approved by the Board of Trustees.

October, 1991

- Appendix C -

BROCK UNIVERSITY

Policy on Integrity In Research and Scholarship

1.0 PREAMBLE

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

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

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

2.0 INTRODUCTION

Integrity is fundamental to the process of research and scholarship and misconduct damages the entire academic enterprise. While responsibility for maintaining standards of conduct in research and scholarship resides with all members of a research team, it is the responsibility of the University to provide an atmosphere which fosters the highest standards of integrity.

Accordingly, Brock University acknowledges and accepts responsibility for maintaining high ethical standards in research and scholarship, and agrees to investigate and resolve promptly and fairly all instances of alleged misconduct. It is the purpose of this policy to set down principles that promote integrity in research and scholarship, to define categories of misconduct in research and scholarship, and to establish procedures to investigate allegations of research misconduct.

3.0 KNOWLEDGE OF POLICY ON INTEGRITY IN RESEARCH AND SCHOLARSHIP

It is expected that all faculty, other employees, including those employed on grants and contracts, and students who engage in research at or under the auspices of Brock University will acquaint themselves with this Policy and all existing regulations and codes of conduct before commencing or continuing with any further research (Section III: 9.10 Research Ethics, Faculty Handbook; Article 11 - Academic Freedom, Article 12 - Rights and Responsibilities of Faculty

Members, Article 18 - Conflict of Interest, Article 38 - Patents, and Article 39 - Copyright of the BUFA/Brock Agreement on the Terms and Conditions of Employment for Faculty; Academic Regulations and other appropriate sections of the Undergraduate and Graduate Calendars; and all future policies and regulations or codes of conduct respecting research and scholarship that may be introduced at Brock University).

4.0 MISCONDUCT IN RESEARCH AND SCHOLARSHIP

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

4.1 Academic Dishonesty

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

4.2 Misuse of Research Funds

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

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

4.3 Government Regulations, Legal or Contractual Requirements

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

4.4 **Inappropriate Use of Intellectual Property**

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

4.5 **Conflict of Interest**

All persons engaged in research and scholarship at Brock University are expected to be scrupulous in avoiding conflicts and the perception of conflicts between employment and personal interests (see also Article 11 - Rights and Responsibilities of Faculty Members and Article 13 - Conflict of Interest, BUFA/Brock Agreement on the Terms and Conditions of Employment for Faculty). There may be situations where a conflict once declared can be managed so as to enhance rather than undermine the individual's contribution to the University. Accordingly, any person who anticipates that his/her intended action may result in a potential conflict of interest, is advised to declare the nature of the situation to the Dean of the relevant Faculty, or to another appropriate University officer so that the matter can be discussed and a considered approach taken. Failure to declare the potential conflict may result in disciplinary action.

Examples of Conflict of Interest

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

- (1) An investigator holding a research grant or contract may not use the funds to employ or otherwise reimburse a member of his/her immediate family. It is recognized that there may be exceptional circumstances such as where spouses are longtime collaborators in research, or where a family member is the only or best qualified person to do the job, as demonstrated in an open competition. In such cases, the prohibition may be waived by the Dean and the Director of Human Resources. Wherever possible another faculty member or the Chair should be identified as the supervisor of the family member so employed.
- (2) Where a faculty or staff member is responsible for specifying or approving materials, equipment or services purchased with funds administered by the University, he/she must not have any direct or indirect financial interest in the transaction. A faculty member who prescribes a textbook that he/she has written for a course that he/she is teaching, should seek the concurrence of the Chair or Dean that the choice of text is appropriate.
- (3) Members of the faculty or staff, or companies in which they or immediate family members hold an interest, may not contract with the University as a business supplier of

materials, equipment or services without the written permission of the Vice-President, Administration.

- (4) Faculty or staff who use their research in a commercial enterprise are expected to be diligent in avoiding conflict with their assigned duties and also in ensuring that the University is properly compensated for any use of its staff, facilities or equipment.

5.0 INTELLECTUAL PROPERTY

5.1 Introduction

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

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

5.2 Ownership of Intellectual Property

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

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

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

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

5.3 Rights and Responsibilities of Ownership

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

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

5.4 Theses and Project Reports

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

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

5.5 Research Data

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

A complete set of all original research data must be retained by the principal investigator for a period of five (5) years from the date of publication of results based on the data. All collaborators must have free access to the relevant data at all times, and authorization to

copy may not be withheld by any team member without valid reasons communicated in writing to the Dean of the Faculty.

5.6 Authorship

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

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

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

6.0 PROCEDURES FOR INVESTIGATING ALLEGATIONS OF MISCONDUCT

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

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

Procedures for the investigation of an allegation of misconduct are set out below and follow two stages. An Administrative Inquiry will occur in all cases of alleged misconduct. A

decision to move to a Committee Investigation is taken only where warranted by the evidence produced in the first stage.

6.1 Administrative Inquiry

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

6.2 Committee Investigation

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

- (a) The Dean will appoint a committee that will consist of three (3) persons from the University community who have appropriate knowledge and experience. The Dean will also appoint a Chair from among the members. Additional members may be appointed as appropriate to the allegation.
- (b) The Dean will instruct the Committee about details of the allegation and provide specific questions to be considered. If the complaint is not in writing, the Dean will request that the complainant provide a written statement of complaint. Copies of the specific questions and the written complaint will be made available to the respondent.
- (c) The committee will carry out a detailed examination of the facts relevant to the allegation. During the course of the investigation, the committee will have access to all relevant written materials, and will seek to conduct interviews with (at least) the person(s) making the allegation and the person(s) against whom the allegation is made. The committee may proceed with its investigation even though one or more of the parties, after having been given reasonable notice, will not agree to meet with it.
- (d) All proceedings of the committee will be held *in camera*.

- (e) The committee will complete its investigation as quickly as possible, normally within 60 days of being appointed, and submit a written report of its findings to the Dean. The report will contain a conclusion reached by the committee about whether the allegation has been substantiated, and need not be unanimous. The committee will not recommend any action.
- (f) If the Dean determines that misconduct has occurred, the Dean will advise the parties and will institute appropriate disciplinary action up to and including dismissal for employees, and expulsion for students.
- (g) If the Dean determines that misconduct did not occur, the Dean will advise the parties of the decision. If it is determined that the initial allegation of misconduct originated recklessly, or in malice or bad faith, the University may take action against the complainant.
- (h) The Dean will undertake to assure that those making an allegation in good faith and without demonstrably malicious intent are protected from reprisals or harassment.
- (i) After resolution of the complaint, the file will be placed in the respondent's official personnel file maintained in accordance with existing policies, agreements, or contracts with the various University groups.

7.0 GRIEVANCE PROCEDURES

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

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

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

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

- (1) All members of our research group at Brock University (names and titles listed below) have completed our annual review of group research initiatives (see attached material).
- (2) With respect to data from work done by undergraduate or graduate students for their theses, we have discussed authorship expectations on publications emerging from these data prior to the start of work, and undertake to continue discussion prior to submission for publication (see attached material).
- (3) We understand that all members of the research group are responsible for insuring proper acknowledgment of each member when the data are released in any form.
- (4) We acknowledge that a complete set of all original research data will be retained by the principal investigator for a period of five (5) years from the date of publication of results based on the data, and that research collaborators will have free access to the relevant data at all times.
- (5) We agree to continue ongoing discussions concerning these matters and will provide an annual update on our understandings.

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

- Appendix D -

BROCK UNIVERSITY

**A Policy on the Accommodation of Persons
With Disabilities In Employment Opportunities**

1. PREAMBLE

The Brock University Mission Statement asserts in its section on University Personnel that the University will "implement fair and progressive employment policies for all University personnel" and will "increase the number of people from visible minority groups, Canadian Native Peoples and those with disabilities, in both academic and non-academic positions". The University is addressing this aspect of its Mission through its Employment Equity Policy (approved November, 1992) and the plan derived from that policy. One part of the plan is the commitment to addressing the accommodation needs of persons with disabilities.

The Ontario Human Rights Code defines disabilities in Section 10 (1). The Code requires that persons whose disabilities preclude them from fulfilling the essential duties or requirements of their jobs, or who cannot meet bona fide and reasonable occupational requirements be accommodated with respect to employment unless the accommodation causes Brock University undue hardship.

Accommodation in employment enables the employee to perform the duties and fulfill the requirements of the job and to participate in training and career development opportunities at the University.

This policy describes how the University will meet its responsibilities with regard to reasonable accommodation. However, it is recognized that for any accommodation to be successful the person with a disability and co-workers also have a responsibility to be cooperative and accommodating.

The following statement, therefore, takes into account the University's Mission Statement and the requirement of the Ontario Human Rights Code, 1990, which calls for the reasonable accommodation of employees and applicants for employment with a disability.

2. APPLICATION AND SCOPE

This policy applies to all employees and applicants for employment who have a disability requiring accommodation.

For the purpose of this policy, accommodation is defined as adjustments or steps taken in order to meet the needs of a disabled person which permit the disabled person to perform his/her job duties and to participate in employment activities.

3. PRINCIPLES

1. Accommodations assist in the inclusion of persons with disabilities into employment activities.
2. Individuals are to be accommodated in ways which respect their dignity.
3. Accommodation is to be made only for those needs disclosed by the employee or applicant which directly relate to employment.
4. Accommodation needs are to be addressed in a way that is consistent with responsible financial management and does not pose an undue hardship on the University.

In accordance with these principles, such reasonable accommodation will be made individually, to meet the specific needs of individual employees and applicants and systematically, to make the University as a whole accessible to employees and applicants with disabilities and to meet the requirements of the University's Employment Equity Policy.

The purpose of reasonable accommodation is to enable a person to perform at least the essential requirements of the job that is posted. The essential requirements are core functions which are significant in terms of time, frequency, productivity or importance. The University is not required to create a job or so significantly alter a job as to have a different job in order to accommodate an applicant or an employee.

An employee or applicant who requires an accommodation must inform the University of this requirement and, furthermore, he/she is obligated to cooperate with the University in the provision of any accommodation. Persons with disabilities should be consulted individually in determining what accommodation is required to meet their needs and it is desirable that these needs be identified at the earliest possible stage in the recruitment process.

This Policy will be publicized to the University community.

4. ADMINISTRATIVE RESPONSIBILITY FOR ACCOMMODATION

The University has adopted the following procedure to accommodate employees who have a disability:

1. Providing for accommodation is the joint responsibility of the department or faculty/division where the individual is or would be employed, Human Resources, and other University administrative departments, as appropriate.
2. Every attempt will be made to respect the individual's wishes with respect to confidentiality. However, it is recognized that knowledge of the disability by co-workers can have a positive influence on successful accommodation.

3. The person with a disability may contact either his/her supervisor or the Employment Equity Coordinator in Human Resources to discuss his/her accommodation needs. In turn, the individual's supervisor, or potential supervisor, Director or Dean together with Human Resources staff will consult to discuss the nature of any constraints occasioned by the disability and how the individual can most appropriately be accommodated within the principles of this policy. Sources of funding external to the University to assist with the cost of the accommodation, if any, may be investigated at this point. Consultative input can be sought from the Benefits Officer or the Occupational Health and Safety Officer in Human Resources or from the Coordinator for Students with Special Needs or from others with the appropriate expertise.

The University may require supporting documentation from appropriate health care professionals outlining the nature of the disability, the employee's job related capabilities and limitations, and the nature of the specific recommended accommodation.

4. If funds are required to pay for services, equipment or other modifications, which exceed funds available to the individual's faculty or department, a written request should be forwarded from the Dean or Director to the Associate Vice-President, Administration. This request should include the type of accommodation required, the approximate cost of such accommodation, and its intended purpose. The Associate Vice-President, Administration will review the request and, if appropriate, approve it and allocate the funds to the respective Faculty or department from a centralized budget source.
5. Accommodations required due to temporary disabilities or work-related injuries will be handled by Human Resources staff or by others with the appropriate expertise.

May, 1994

- Appendix E -

Salary and Benefits Settlement

Salary Floors:

- a) Salary floors for faculty will be adjusted by 4.33% effective 1 July 2003; by 3.5% effective 1 July 2004; and by 3.6% effective 1 July 2005, to produce the following:

	<u>1 July 2003</u>	<u>1 July 2004</u>	<u>1 July 2005</u>
Professor	\$ 82,576	\$ 85,466	\$ 88,543
Associate Professor	64,743	67,009	69,421
Assistant Professor	53,995	55,885	57,897
Lecturer	41,708	43,168	44,722

- b) Salary floors for professional librarians will be adjusted by 4.33% effective 1 July 2003; by 3.5% effective 1 July 2004; and by 3.6% effective 1 July 2005, to produce the following:

	<u>1 July 2003</u>	<u>1 July 2004</u>	<u>1 July 2005</u>
Librarian IV	\$ 59,290	\$ 61,365	\$ 63,574
Librarian III	53,415	55,285	57,275
Librarian II	48,123	49,807	51,600
Librarian I	44,148	45,693	47,338

Scale Increases:

- (a) Effective 1 July 2003, scale increases of 3% will be applied to the nominal salaries of individual members at 30 June 2003.
- (b) Effective 1 July 2004, scale increases of 3% will be applied to the nominal salaries of individual members at 30 June 2004.
- (c) Effective 1 July 2005, scale increases of 3% will be applied to the nominal salaries of individual members at 30 June 2005.

PTR:

- (a) Effective 1 July 2003 faculty and professional librarian members shall have PTR increases of \$2,117 added to their nominal salaries.
- (b) Effective 1 July 2004, faculty and professional librarian members shall have PTR increases of \$1,989 added to their nominal salaries.

(c) Effective 1 July 2005, faculty and professional librarian members shall have PTR increases of \$2,064 added to their nominal salaries.

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

2003/04:	\$ 134,988
2004/05:	\$ 139,713
2005/06:	\$ 144,743

It is understood that faculty are entitled to one-half (1/2) PTR above the salary cap in 2003/04, 2004/05 and 2005/06.

Merit Increases:

(a) Effective 1 July 2003, discretionary merit increases of approximately 0.5% will be granted to continuing full-time faculty and librarian members.

(b) Effective 1 July 2004, discretionary merit increases of approximately 0.5% will be granted to continuing full-time faculty and librarian members.

(c) Effective 1 July 2005, discretionary merit increases of approximately 0.5% will be granted to continuing full-time faculty and librarian members.

(d) Librarians share of merit will equal their percentage of members in the Bargaining Unit.

Catch-Up:

(a) Effective 1 July 2003, faculty and professional librarian members shall have Catch-Up payments of \$720 added to their nominal salaries.

(b) Effective 1 July 2004, faculty and professional librarian members shall have Catch-Up payments of \$372 added to their nominal salaries.

(c) Effective 1 July 2005, faculty and professional librarian members shall have Catch-Up payments of \$477 added to their nominal salaries

Anomalies:

- (a) Anomalies are to be identified and corrected by a joint committee established by the Parties. An anomaly fund is to be created according to the following schedule:

1 July 2003: 0.08%
1 July 2004: 0.08%
1 July 2005: 0.08%

Promotional Increases:

- (a) Faculty members that are promoted to Associate Professor on or after 1 July 2000 shall have a \$1,000 promotional increase added to their nominal salary. Faculty members that are promoted to Full Professor on or after 1 July 2000 shall have a \$1,500 promotional increase added to their nominal salary.
- (b) Librarian members that are promoted to Librarian III on or after 1 July 2000 shall have a \$750 promotional increase added to their nominal salary. Librarian members that are promoted to Librarian IV on or after 1 July 2000 shall have a \$1,250 promotional increase added to their nominal salary.

Overload Stipends:

- (a) Overload stipends will be increased by 5% in 2003/04, 5% in 2004/05 and 5% in 2005/06:

	<u>2003/04</u>	<u>2004/05</u>	<u>2005/06</u>
Half Credit Course:	\$ 4,064	\$ 4,267	\$ 4,480
Full Credit Course:	\$ 8,128	\$ 8,534	\$ 8,960

Stipends for Chairs/Directors/Head of Reference:

- (a) Each Chair or Director shall have \$1,800 annually added to his/her Professional Development Reimbursement (PDR) account in addition to regular PDR.
- (b) The Head, Reference Information Services shall have \$1,800 annually added to his/her PDR account in addition to regular PDR.

Professional Development Reimbursement:

- (a) PDR amounts for members shall be \$1,300 annually, as of 1 July 2003, 1 July 2004, and 1 July 2005.

Mileage Rate:

- (a) The mileage rate shall be raised to \$0.32 per kilometer, effective on the date of ratification of this agreement.

Benefits:

- B.01 (a) As a condition of employment, each member, unless specifically exempted by legislation or regulation thereof, shall enroll and participate in:

- (i) The University Supplemental Group Medical Benefits Plan
- (ii) The University Group Life Insurance Plan
- (iii) The University Long Term Disability Insurance Plan
- (iv) The University Dental Plan
- (v) The University Vision Care Plan

- (b) The University shall pay one hundred percent (100%) of the applicable premium costs for a member's coverage under the plans, other than Long Term Disability, unless otherwise provided hereunder.

- (c) The University shall supply the Union with the following:

- (i) A copy of the master policy of the plans specified in this Article;
- (ii) Copies of all correspondence between the University and the carrier of the respective plans which pertain to dividends or other performance rebates;
- (iii) A report (in such a way as not to breach confidentiality of individuals) of all problems arising with respect to the application of these plans to employees.

- (d) The University shall provide to each member, under separate cover a booklet entitled "Employee Benefit Plans for Faculty and Librarians" - a brief summary of the principle features of all current employee benefits available to members. The booklet shall be updated every year.

- (e) For the purposes of all clauses in this Article, "spouse" shall include:

- (i) Marital partner; or
- (ii) A common-law partner;

- (f) For the purpose of all clauses in this article, "family member" shall include:

- (i) The member;
- (ii) His/her spouse (as defined above); and
- (iii) Dependent children of either spouse in his/her care.

- (g) For the purposes of claims under plans referred to in this Article, if both spouses are members of the plan, the benefits available to each shall be no less than if they were not treated as spouses.
- (h) A change in the Long Term Disability Insurance carrier shall require approval of the Union.
- (i) The University shall notify the Union, in writing, of any proposed amendments to the current plans referred to in this Article and these shall be negotiated.
- (j) In the event that any of the benefits described in this Article were to become unavailable or to be discontinued for any reason whatsoever, the University shall continue to provide benefits no less than what were provided prior to the date of such unavailability or discontinuance.

B.02 University Dental Plan

The benefits provided hereunder shall be those in effect on June 30, 2003, except as amended below:

- (i) Effective on the date of ratification of this agreement, orthodontics shall be covered, subject to a 50% co-payment, to a lifetime limit of \$3,000 per family member.
- (ii) Effective on 1 July 2004, ODA rates will be updated annually to current ODA rates.
- (iii) Effective on 1 July 2004, the 50% member co-payment for Comprehensive Basic Services and Major Restorative Services shall be eliminated.
- (iv) Effective on 1 July 2004, Major Restorative Services coverage shall be extended to include bridges and the initial provision and replacement of dentures.

B.03 University Vision Care Plan

The benefits provided hereunder shall be those in effect on June 30, 2003, except as amended below:

- (i) Effective on the date of ratification of this agreement, coverage within the limit on vision care of \$300 per family member over two (2) years shall be extended to include laser surgery.

B.04 Employee Financial Assistance Services

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

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

- (i) Retired members
- (ii) Members on Faculty Voluntary Renewal Leave

B.06 Extended Health Services

The benefits provided hereunder shall be those in effect on June 30, 2003, except as amended below:

- (i) Effective on the date of ratification of this agreement, coverage is provided for a private room in a public general hospital.
- (ii) Effective on the date of ratification of this agreement, coverage is provided for accommodation in a Long Term Care Facility up to a maximum of \$55.53 per day.
- (iii) Effective on the date of ratification of this agreement, reimbursement shall be made for standard hearing aids, repairs or replacement parts up to a maximum of \$750.00 per ear, once every two calendar years.
- (iv) Effective on 1 July 2004, the annual per trip limit on the use of ambulance transportation by land or air ambulance within Canada to the nearest hospital equipped to provide the required treatment shall be eliminated.
- (v) Effective on 1 July 2004, physiotherapy shall be covered with no cost to the member, no annual maximum, and no requirement for a referral by a physician.
- (vi) Effective on 1 July 2004, assessment and counseling by a Registered Psychologist shall be covered with a twenty dollar (\$20.00) member co-payment per visit, up to an annual maximum of one thousand dollars (\$1,000.00), with no requirement for a referral by a physician.
- (vii) Effective on 1 July 2004, all other paramedical services shall be covered with a twenty dollar (\$20.00) member co-payment per visit, up to an annual maximum of five hundred dollars (\$500.00) per type of service.

B.07 Group Life Insurance

The benefits provided hereunder shall be those in effect on June 30, 2003, except as amended below:

- (i) Effective on the date of ratification of this agreement, Group Life Insurance coverage shall be three (3) times the member's nominal salary, rounded to the next higher thousand (if not already a multiple of \$1,000), up to a maximum of \$250,000.00.

B.08 Benefits For Retired Members

Extension of the following services: mail; e-mail account; library borrowing privileges (including inter-library loans); and membership at the Athletic Facility at the faculty rate.

B.09 Survivor Benefits

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

Pensions:

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

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

- (a) The BUPC shall report to the University, with copies to the Union.
- (b) The University shall be responsible for the administration of the BUPP.
- (c) The membership of the BUPC shall be approximately proportional to the liabilities owing to different groups contributing to the BUPP, with due regard for the right of each group to be represented. For the life of this contract, total membership shall be fourteen (14), of whom seven (7) will be nominated by the Union. The Board of Trustees will determine how the other seven (7) members are to be selected.
- (d) The BUPC shall elect its own chair, who will present reports of the BUPC to the Faculty and Staff Relations Committee of the Board of Trustees.

(e) The BUPC shall make recommendations to the Board of Trustees on the appointment of auditors, actuaries and investment managers/councilors; it shall receive reports from them and scrutinize their performance and report its findings to the Board of Trustees, with copies to the Union.

(f) The Director of Human Resources as the administrator of the BUPP shall be an ex-officio voting member of the BUPC.

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

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

P.05 The Parties agree to refer the matter of developing a proposal for a Faculty Renewal/Early Retirement option within the BUPP to a Joint Committee of the Parties. If a proposal is developed by the Joint Committee it will be referred to the Pension Committee and to the Parties for consideration.