

COLLECTIVE AGREEMENT
BETWEEN
BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY
AND
LAKEHEAD UNIVERSITY FACULTY ASSOCIATION

JULY 1, 1993
TO
JUNE 30, 1996

JAN 24 1994

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ARTICLE 1: PURPOSE

- 1.01** The parties acknowledge the objects and purposes of the University to be those set out in Article 3 of The Lakehead University Act, 1965, namely: (A) the advancement of learning and the dissemination of knowledge; and (B) the intellectual, social, moral and physical development of its members and the betterment of society. The parties further acknowledge that all members of the University community have a responsibility to work toward the attainment of these goals.
- 1.02** It is the purpose of this Agreement to promote and maintain harmonious relations between the Board of Governors and the members of the bargaining unit.

ARTICLE 2: DEFINITIONS

academic rank	the classification of a member who has a full-time appointment as one of the following: Professor; Associate Professor; Assistant Professor; Lecturer; or an appointment as a Sessional Lecturer.
academic term:	the Fall (September to December), Winter (January to April), Spring (May to June), or Summer (July to August) term, which collectively constitute the academic year.
academic year:	the twelve month period commencing on the first day of July and ending on the thirtieth day of the following June.
Act:	The Lakehead University Act (1965) as may be amended from time to time.
Agreement:	this collective agreement between the Association and the Board.
Association:	the Lakehead University Faculty Association.
bargaining unit:	the two units combined defined in the decision of the Ontario Labour Relations Board dated September 27, 1979.
Board:	the Board of Governors of the University.
Chair:	the chair of any Department in the Faculty of Arts & Science or a Department within a School in the Faculty of Professional Studies.
Chief Librarian:	the Chief Librarian of the Library and/or his/her delegate.
contract year:	the twelve month period commencing on the first day of July and ending on the thirtieth day of the following June.
day:	a working day, i.e. Mondays to Fridays inclusive but excluding statutory holidays pursuant to Article 36.02.
Dean:	the Dean of a Faculty or his/her delegate.

department:	a department in the Faculty of Arts and Science; a department within a school in the Faculty of Professional Studies; a functional unit within the Library.
department head in the Library:	a librarian member who holds a department head position in the Library.
Director:	the Director of a school in the Faculty of Professional Studies.
Director of Human Resources:	the Director of Human Resources of the University and/or his/her delegate.
employee:	an individual employed by the Board on a full-time or part-time basis.
employer:	the Board , or its successor, or officers delegated by the Board to act on its behalf.
Faculty:	the Faculty of Arts and Science, the Faculty of Professional Studies, or any other Faculty created by the University.
faculty member:	a member with academic rank,
formal meeting of a department:	for purposes of this Agreement only, a meeting that includes the following procedures: <ul style="list-style-type: none"> - five days' written notice of the meeting and of the issue to be discussed pursuant to 28.01.03 and 28.05; - a quorum of at least fifty percent of the faculty members in the department; - a formal motion and vote on the substantive issue; - the right of the member who is affected by the substantive issue to speak on his/her own behalf; and, - official minutes which include a list of those present and of the number voting for and against the substantive motion.
full-time faculty member:	a faculty member appointed by the Board to the rank of Lecturer, Assistant Professor, Associate Professor or Professor.
joint appointment:	the appointment of a member whose services are shared between any combination of Department / School / Centre / Institute.
Librarian member:	a member with librarian rank.
Librarian rank:	the classification of a member as one of the following: Librarian I, Librarian II, Librarian III, Librarian IV.

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Library:	the University Library.
member:	an employee in the bargaining unit pursuant to Article 3.
parties:	the Association and the Board.
President:	the President and Vice-Chancellor of the University or his/her delegate.
President of the Association:	the President of the Association or his/her delegate.
school:	a school in the Faculty of Professional Studies.
Senate:	the Senate of the University.
Sessional Lecturer member:	a faculty member teaching two or more full course equivalents or having eighteen or more contact hours per week of field instruction during the Fall/Winter terms.
Spouse:	(a) a member's spouse by virtue of a legal marriage, or (b) a member's partner is eligible to qualify as a spouse under the following terms: A male member may elect as a spouse a female partner who is represented as his spouse . A female member may elect as a spouse a male partner who is represented as her spouse.
University:	Lakehead University as constituted by the Act.

ARTICLE 3: RECOGNITION AND COMPOSITION OF THE BARGAINING UNIT

3.01 The Board recognizes the Association as the exclusive bargaining agent of all employees who are members of the full-time academic staff at Lakehead University in the City of Thunder Bay with the academic rank of Lecturer, Assistant Professor, Associate Professor, Professor, or Sessional Lecturer **teaching** two or more full course equivalents or having **eighteen** or more contact hours per week of **field** Instruction during the **Fall/Winter** terms, all full-time professional librarians and part-time professional librarians meeting the criteria **set** out in Article **13.04** and to the extent provided therein, **employed** by Lakehead University in the City of Thunder Bay, save and except the Resident, **Vice-Presidents**, Deans, the Chief Librarian and persons above the rank of Chief **Librarian**, members of the Board, individuals holding administrative **positions** provided that more than fifty percent of their salary at the University is received for their administrative functions, Research Associates, Research Assistants, Post-Doctoral Fellows, academic staff employed at Lakehead University while on leave from other employers.

- 3.02 3.02.01 Faculty members excluded from the bargaining unit by virtue of their membership on the Board shall not be treated differently from members of the bargaining unit with respect to conditions of employment.
- 3.02.02 If a faculty member who is a member of the Board files a grievance and such grievance is referred to arbitration, the member shall be deemed to have resigned from the Board.
- 3.02.03 If a faculty member who is a member of the Board accepts appointment as an officer of the Association, accepts appointment to any Association committee concerned with collective bargaining, or undertakes to represent the Association in a collective bargaining or labour relations capacity, the member shall be deemed to have resigned from the Board.
- 3.02.04 Upon resigning or being deemed to have resigned from the Board, the faculty member shall immediately and automatically become a member of the bargaining unit.

ARTICLE 4: NO DISCRIMINATION

- 4.01 The Board and the Association agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any member of the bargaining unit in any matter with regard to conditions of employment as provided in this Agreement by reason of race, creed (i.e. religious affiliation or belief), colour, age (except for retirement as provided for in this Agreement), sex, sexual orientation, marital status, nationality, ancestry, political affiliation, family relationship, physical handicap (except where the handicap seriously impedes the carrying out of required duties) nor by reason of membership/non-membership or activity/lack of activity in the Association. Where members participate in contributory benefit schemes, they shall be subject to the terms and provisions of such schemes.
- 4.02 No member of the bargaining unit shall take part in formal discussions or determinations regarding the individual terms and conditions of employment of a member of his/her family.

ARTICLE 6: ASSOCIATION MEMBERSHIP AND DUES

- 5.01 The Board shall provide the Association by November 1st of each year with a list of the names, ranks and departments of all members of the bargaining unit, and shall notify the Association of additions and deletions to this list within two weeks after such additions and deletions have been made.
- 5.02 While membership in the Association shall not be a condition of employment, Association dues shall be deducted by the Board from the monthly salary payment of all members of the bargaining unit. The Board shall remit the dues to the Association within thirty days of the end of the pay period, together with a statement listing the names and academic classifications or librarian rank of members from whose salaries the dues have been deducted and the amount deducted from each member.
- 5.03 The Treasurer of the Association shall notify in writing the Director of Finance of the Board of any authorized change to the dues structure of the Association by no later than the first day of the month in which the change is to become effective. The dues structure shall not

require deductions which are incompatible with the Board's payroll system, but reasonable effort will be made to accommodate requested changes.

- 5.04 The Board shall provide to each member, either on his/her T4 income Tax slip or in other suitable written format, an annual statement of the Association dues which have been deducted from his/her salary during the calendar year.
- 5.05 The Association shall indemnify and save harmless the Board from any claim or liability made against it pursuant to the deduction or non-deduction of the Association dues, except where an error has been made by the Board.

ARTICLE 6: CORRESPONDENCE

- 6.01 Except where otherwise expressly provided in this Agreement, correspondence between the parties with respect to the administration of this Agreement shall be between the President of the University or his/her delegate and the President of the Association or his/her delegate. Correspondence to the President of the Association shall be addressed to his/her University Department, School or Library.
- 6.02 Except where otherwise expressly provided in this Agreement, the University's internal mail service shall be deemed adequate for the exchange of correspondence, including the giving of notice, required by this Agreement. The effective date for receipt of any correspondence shall be two working days from the date of mailing unless there is evidence to the contrary.

ARTICLE 7: COPIES OF THE AGREEMENT

- 7.01 The Board shall provide each member with one copy of this Agreement. The Board shall provide the Association with additional copies of the Agreement at cost.

ARTICLE 8: UNIVERSITY GOVERNANCE AND OPERATIONS

8.01 Board of Governors

The Association recognizes the rights, powers and responsibilities of the Board to operate and manage the University in accordance with The Lakehead University Act, 1965. The Board shall exercise those rights, powers, and responsibilities which are pursuant to this Agreement in a fair and reasonable manner.

8.02 University Senate

The Board and the Association recognize the rights, powers, and responsibilities of the Lakehead University Senate in accordance with The Lakehead University Act, 1965.

8.03 Collegiality

The Board acknowledges the reasonable, certain, and known rights and responsibilities of members to participate in the formulation and/or recommendation of academic and Library policies and procedures within the University. The involvement and participation of members in the selection of senior academic administrators is accepted and supported by the Board.

8.04 Support Services

The Board shall provide an adequate level of services and supplies in support of the academic and professional functions of members and professors emeriti.

ARTICLE 9: ASSOCIATION RELATIONSHIP

- 9.01 The Board shall provide to the Association its proposals to amend The Lakehead University Act, 1967. The Board shall advise the Association of any request it shall receive from the Government of Ontario for a submission concerning The Act.
- 9.02 **Authorized representatives of the Association** shall be permitted to transact official business of the Association with members or with official representatives of the Board on University property provided such business shall not interfere with or interrupt normal University operations.
- 9.03 The Association shall have access to the following University services at standard University rates for internal users: telephones, mail, printing, computer use, meeting rooms, audiovisual aids, and general office services. The Board shall provide the Association with the use of office space, with the rental rate to be negotiated.
- 9.04 The Association shall have the right to appoint one person to the University Parking Committee.
- 9.05 The Association shall inform the Board of the names of its officers and other authorized representatives within seven days of their selection.
- 9.06 In years in which this Agreement is to be re-negotiated, the Association's Chief Negotiator shall not be assigned teaching responsibilities in the Spring or Summer terms. In the event that the Chief Negotiator is a librarian member, the Board shall authorize a reduction of working hours to a maximum of twelve (12) hours per week in the four (4) weeks preceding the last date on which negotiations may be opened and continuing during the period of negotiations. The Association has the right to purchase a one-half of a full-course equivalent to be assigned to the Chief Negotiator.
- 9.07 In years in which this Agreement is to be renegotiated, the Board shall authorize a reduction in scheduled working hours for each librarian member of the bargaining team, during the period of negotiations, of the hours used for negotiating to a maximum of twelve (12) working hours per week.
- 9.08 The President of the Lakehead University Faculty Association shall have observer status at regular general meetings of the Board of Governors. Pursuant to the By-Laws of the Board of Governors, an observer is a member of the University community who is invited by the Board to attend or participate in discussion at Board meetings, as approved by the Board. Unless specifically invited to do so, an observer does not attend special Board meetings, nor meetings of Board committees, including Committee of the Whole.
- 9.09 The Chair of the Board of Governors shall have observer status at regular general meetings of the Lakehead University Faculty Association. Unless specifically invited to attend, this observer status does not apply for special general meetings of the Association. As an

observer, the Chair of the Board could participate in discussion on the invitation to do so by the meeting chairman.

- 9.10** The Board shall establish and maintain a Joint Benefits Committee of six members, to which the Association shall have the right to appoint half the members.
- 9.11** The President of the Association shall receive a teaching load reduction of one-half of a full course equivalent. Should the Association President be a librarian member, that Individual shall receive a reduction of six (6) hours per week. The Association has the right to purchase an additional one full course equivalent to be assigned by the Association to its President and/or its Chief Grievance Officer and in the event either position is filled by a librarian member, the Association may purchase an additional 12 hours per week. The Association has the further right to purchase one half of one full course equivalent or six (6) hours in the case of a librarian member, pursuant to Article 9.06 above.

ARTICLE 10: JOINT COMMITTEE FOR ADMINISTERING THE AGREEMENT

- 10.01** A Joint Committee for Administering the Agreement shall be established within ten days of the ratification, by both parties, of this Agreement.
- 10.02** The Joint Committee shall consist of three persons appointed by the Board and two faculty members and one librarian member appointed by the Association, with each party entitled to two votes.
- 10.03** The terms of reference of the Joint Committee shall be:
- (A) To assist the parties in creating and maintaining harmonious relationships by providing a means for discussing issues concerning the administration of the Agreement and the relationship in general between the Board and the Association, including issues not specifically covered by this Agreement;
 - (B) To perform functions assigned to it pursuant to this Agreement; and
 - (C) To consider issues and problems associated with the administration, interpretation, and operation of this Agreement that are submitted to it by either or both parties, excluding formal grievances.
- 10.04** (A) The Joint Committee shall meet on the giving of at least seven days notice by either party.
- (B) One of the Association appointees shall serve as Chair from July 1 to December 31, and one of the Board appointees shall serve as Chair from January 1 to June 30.
 - (C) A quorum shall be three voting members.

ARTICLE 11: HEALTH AND SAFETY

- 11.01 The Board shall maintain a Lakehead University Occupational Health and Safety Committee, pursuant to the Ontario Occupational Health and Safety Act as amended from time to time,
- 11.02 The Association shall have the right to appoint one faculty member and one librarian member to the Lakehead University Occupational Health and Safety Committee.

ARTICLE 12: ACCESS TO INFORMATION

- 12.01 The Board shall provide the Association with the following information and data:
- (A) By November 1st of each year, a list of all members, by Department/School, Library, including academic rank, Librarian rank, type of appointment, year of appointment, years of first and last degree, and highest degree earned;
 - (B) By November 1st of each year, salary and age data on all faculty members sufficient to construct a scattergram of age versus salary. Data are to be provided in a format which does not divulge any individual salary information;
 - (C) By April 1st of each year, the number of sessional academic staff members by Department/School, the number of courses taught by sessional staff, the total annual salary cost for sessional staff and a current seniority list for all sessional members.
 - (D) By October 1st of each year, the total cost of academic and Librarian salaries and benefits for the previous financial year, as reported to the Committee of Finance Officers of the Universities of Ontario;
 - (E) At the same time as candidates are informed of the President's recommendations to the Board with respect to promotion, tenure, and/or renewal, the names of members who were considered for renewal of probationary appointment, tenure, and/or promotion, the decision of the Promotion, Tenure, and Renewal Committee for each member, the President's recommendation to the Board for each member, and by June 1st of each year the decision of the Board for each member so considered;
 - (F) By June 1st of each year, the names of members, by Department/School, who were granted Sabbatical or Study Leave for the coming academic year, and the duration of each leave, and by April 1st of each year, the total salary figure expended for full-time term appointments made to replace members who were on Sabbatical or Study Leave during that academic year;
 - (G) The Association shall be included on the circulation list for agendas, meeting materials, and Minutes of the Board, and for financial and staffing reports prepared for the Senate Budget Committee by the Office of the Vice-president (Administration);
 - (H) Copies of the University's Operating Budget and Audited Financial Statements when approved by the Board of Governors;

- (I) Copies of format University briefs, submitted in response to requests from the Ontario Council on University Affairs, the Federal Government, or the Provincial Government, which directly address the terms and conditions of employment of members; and,
- (J) Copies of the pension and group insurance policies, triennial actuarial reviews of the pension plan, and measurement surveys supplied to the Joint Benefits Committee.
- (K) By November 1st of each year, age and salary of each librarian.

12.02 The Board shall authorize Statistics Canada to release copies of the standard Salary Analyses of Full-time Teachers at Lakehead University to C.A.U.T. and to O.C.U.F.A.

12.03 The Association shall provide the Board with the following information:

- (A) copies of general newsletters from the Association to members of the bargaining unit, to be sent to the Vice-President (Administration) and the Director of Human Resources at the same time as the general mailing;
- (B) copies of any formal printed statements or briefs concerning the University to be made public by the Association;
- (C) a current copy of the constitution of the Association; and
- (D) copies of formal Association briefs, submitted in response to CAUT and/or OCUFA which directly address the terms and conditions of employment of faculty members.

ARTICLE 13: EMPLOYMENT OF NON-MEMBERS

- 13.01** Nothing herein shall prevent a member of the Board, President, Vice-President, Dean, Chief Librarian, or any other person excluded from the bargaining unit by the decision of the Ontario Labour Relations Board, dated September 27, 1979, as amended from time to time, from performing instructional work, research and scholarly activities, and professional librarian functions and activities.
- 13.02** Nothing herein shall prevent the performance of instructional work by persons registered at Lakehead University at Thunder Bay as graduate or undergraduate students and who are regularly employed on a part-time basis in teaching, demonstrating, tutoring or marking.
- 13.03** Nothing herein shall prevent the performance of instructional work by Sessional Lecturers.
- 13.04** Nothing herein shall prevent the performance of professional librarian work by professional librarians employed on a part-time basis. Professional librarians regularly employed on a part-time basis (i.e. for more than three consecutive months) for more than twenty-one hours per week shall be members of the bargaining unit, but for such members the following articles of this Agreement shall not apply: 16 (Rights and Responsibilities - Librarian Members), 20 (Appointments), 21 (Performance Reviews), 24 (Promotions), 32 (Lay-off (Librarians)), 34 (Retirement, Resignation, and Clearance Upon Termination), 36 (Employment Benefits), and 37 (Leaves of Absence). Professional librarians employed on a part-time basis either for

periods of less than three consecutive months, or for twenty-one or less hours per week, shall be excluded from the bargaining unit.

- 13.05** Openings for professional librarians to be employed on a part-time basis of twenty-one or less hours per week and for less than three consecutive months shall be posted in the Library. Members of the bargaining unit with full-time appointments may apply for such openings, but such work shall not be treated as overtime work and the regular salary rate for the position shall apply.
- 13.06** Except as provided for in this Article, no instructional or professional Library work shall be performed by persons who are not members of the bargaining unit.

ARTICLE 14: PERSONNEL FILES

- 14.01** Personnel files maintained by the Board about members of the bargaining unit are records of the employment history of the member in the University. Subject to the provisions of this Agreement, the contents and use of the personnel file are for decisions respecting terms and conditions of the employment of a member. The purpose of this Article is to ensure that the files fairly represent the member's employment history.
- 14.02** There shall be one personnel file maintained in the office of the President or in such other location designated by the President for each member which shall include some or all of the following items:
- (A)** pre-employment materials including correspondence associated with the application, curriculum vitae, transcripts, and letters of reference;
 - (B)** copies of letters relating to Board actions respecting the member, including initial appointment, annual renewal of appointment, granting of a continuing appointment, approved leaves of absence, administrative appointments, etc.;
 - (C)** correspondence related to the member's employment between the member, the President, the **Dean/Chief Librarian**;
 - (D)** materials relating to recommendations on salary, tenure, continuing appointment, and promotion;
 - (E)** materials respecting professional development and achievement;
 - (F)** copies of the faculty member's annual reports; and
 - (G)** copies of the librarian member's **performance** reviews.
- 14.02.01** The Dean and the Chair (A and Science)/Director (Professional Studies) and the Chief Librarian (Library) may keep a personnel file on a member, but such files shall not constitute *the* member's personnel file. Copies of some or all of the material kept in the personnel file may also be kept in the other files listed in 14.02.01. The official file and copies thereof shall be clearly marked as confidential. All the **restrictions** specified in this article which apply to the official personnel file apply equally to all copies of the files.

- 14.03** An inventory sheet shall be included in each **personnel file**.
- 14.04** No anonymous material, except **teaching** evaluations approved by the Senate or Faculty Council, **shall** be kept in a member's **personnel file**. Any anonymous material **in** a member's **personnel file** when this **Agreement** comes **into effect** shall be removed and destroyed.
- 14.05** Confidential material kept in a member's official file shall be subject to the following rules of storage:
- (A)** confidential material is limited to signed letters of reference solicited with the **knowledge** of the member, and any other letter **or** document transmitted in confidence which the member, **his/her Chair/Director**, the Chief Librarian, the Dean, the President, the Director of Human Resources, or a Committee solicit pursuant to this Agreement; and,
 - (B)** a member shall receive an inventory of the confidential materials in **his/her** file on request to the President, such an inventory to include the date and **general** subject matter of the Confidential material.
- 14.06** The **personnel file** shall be the only source of confidential personal employment information used in any official University proceeding. The **official** documents constituting the file shall be the paper originals or, in the event the **original** document is received in facsimile or electronic form, an accurate **paper** copy. Such material may be used as follows:
- (A)** renewal of a probationary appointment, pursuant to Article 23;
 - (B)** tenure, pursuant to Article 25;
 - (C)** promotion, pursuant to Article 26;
 - (D)** grievance and **arbitration**, pursuant to Article 30; and,
 - (E)** other **proceedings** with the written permission of the member
- and in addition, the official file for librarians shall include
- (F)** appointment, pursuant to Article 20;
 - (G)** performance reviews, pursuant to Article 21.
- 14.07** Upon written request to the President, a member **and/or** an agent authorized in writing by the member shall have the **right** to examine the contents **of his/her** official **file** in the President's office, except for confidential material described in **14.05(A)**. Such examination shall be in the presence of a person designated by the President. The member shall not be allowed to remove the official file or any part thereof from the **President's** office. Upon written request the member shall obtain at **his/her** expense copies of the documents to which **he/she** has **the** right of examination.
- 14.08** A member shall have the right to include in **his/her** official file written comments on the accuracy or meaning of any of the non-confidential contents of the file, and to add to the file any documents that **he/she** **deems** relevant.

- 14.09 No information contained in the personnel file of a member, in a member's file kept in the Dean's office, or Chief Librarian's office, or in University payroll records, shall be made available to any other person or institution, except as authorized by this Agreement, by law, by the member in writing, or by the President for internal University administrative purposes. Access required by law shall be granted only to an individual holding a subpoena or a search warrant, and shall be granted only by the Vice-president or someone designated by him/her in writing. The Vice-president shall notify the member concerned immediately, stating the person or persons granted access and the legal reasons for granting this access unless such notification is prohibited by legal statute.

ARTICLE 15: ACADEMIC FREEDOM

- 15.01 The parties recognize that the University, in pursuing its objects and purposes, subscribes to the principle of academic freedom which encourages the search for knowledge and its free exposition.
- 15.01.01** Faculty members have the right to examine, question, teach, learn, investigate, speculate, comment, publish, and criticize, without deference to prescribed doctrines. Academic freedom makes possible commitment that may result in strong statements of beliefs and positions, and protects against any University penalty for exercising that freedom. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge.
- 15.01.02** Librarian members have the right and responsibility to make knowledge, ideas, and information freely available, no matter how controversial, without deference to prescribed doctrine or institutional censorship. Academic freedom also ensures the member's right to disseminate the results of his/her research and to express his/her professional opinion freely and publicly, without University penalty for exercising that freedom. Members recognize that academic freedom involves a duty to use that freedom in a responsible way.

ARTICLE 16: RIGHTS AND RESPONSIBILITIES

16.01 Faculty Members

- 16.01.01** The responsibilities of faculty members at Lakehead University shall encompass an appropriate combination of teaching, research and other scholarly activities, administrative activities, and service to the profession and community.
- 16.01.02** The primary responsibility of a Sessional Lecturer shall be to teach, however, nothing shall prevent a sessional lecturer from voluntarily engaging in research, other scholarly activities, administrative activities, and service to the profession and community.
- 16.01.03** The following articles are not applicable to Sessional Lecturers: Article 23 (Renewal), Article 25 (Tenure), Article 26 (Promotion), Article 27 (Outside Professional Activities), and Article 37 (Leaves of Absence).

16.02 Teaching

- 16.02.01** A faculty member shall accept **his/her** teaching assignments and schedules communicated to **him/her** by the Dean of the Faculty. The Dean shall seek the advice of the **Department/School, through the Chair (Arts and Science)/Director (Professional Studies)**, on an appropriate **assignment** of teaching responsibilities. Failure by the **Chair (Arts and Science)/Director (Professional Studies)** to provide such advice when **requested** shall not preclude the Dean from **assigning** teaching responsibilities for the coming year to **individual** faculty members, nor shall it excuse the faculty member from **his/her** responsibility to accept the teaching **assignment**. **Reasonable** effort shall be made to achieve a just and equitable distribution of the departmental **teaching** load among faculty members of the **Department/School, taking** into account other aspects of each faculty member's workload. Normally the Dean shall accept **the advice** of the **Department/School**. If the Dean has difficulty accepting any **aspect** of the **Department/School's** advice, **he/she** may ask the **Department/School** to reconsider the matter and to provide whatever additional **information** it believes to be relevant. If the Dean departs from the departmental advice, **he/she** shall advise the **Department/School** in writing of the reasons for doing so.
- 16.02.02** A faculty member who believes that **his/her assigned** teaching load is excessive in **relation** to the teaching loads of other faculty members in **his/her Department/School** and Faculty has the **right** to have the Dean review **his/her** assigned teaching load. If the faculty member's concern is substantiated as a result of the review and the load cannot **reasonably** be reduced, **he/she** shall receive compensation in the form of either additional pay or a comparable reduction in assigned teaching load in a subsequent term or year.
- 16.02.03** The **geographical** location of **Lakehead** University and the desire to serve the people of Northwestern Ontario **necessitate** the **teaching** of courses in off-campus locations and during Spring and Summer terms. In these cases the assignment of **teaching** loads pursuant to **16.02.01** is subject to the following conditions:
- (A) the courses offered are within the Continuing Education plan approved by the Senate;
 - (B) no faculty member shall be required to teach more than one full course or two half courses off-campus in each academic year;
 - (C) no faculty member shall be required to teach more than one full course or two half courses in the Spring or Summer terms in any academic year;
 - (D) no faculty member shall be required to teach in four consecutive terms, nor shall **he/she** be required to teach both the Summer and Spring terms of any academic year; and,
 - (E) a faculty member, but excluding sessional lecturers, teaching at an off-campus location shall receive financial compensation pursuant to the **Article** on Salaries.

- 16.02.04 A faculty member, but excluding sessional lecturers, shall not be required in any academic year to teach more than one full course or two half courses that begin on or after 6:00 p.m.
- 16.02.05 A faculty member is expected to foster a learning environment that is conducive to scholarly learning, to treat students fairly and ethically, and to be conscientious in the preparation, organization, and revision of his/her course materials.
- 16.02.06 At the commencement of each course, a faculty member shall prepare and make available to the students written information concerning course requirements, assignments, evaluation procedures, penalties for late filing of assignments and any other relevant material, and shall file a copy of this written information with his/her Chair. A faculty member shall be available to students for academic counselling as required.
- 16.02.07 A faculty member shall notify students and his/her Chair as far *in advance* as is practicable of the rescheduling of any instructional activity. Rescheduling shall occur only in **exceptional** circumstances beyond the reasonable control of the faculty member or when prior approval has been obtained from the Chair and prior arrangements have been made with the students. Such approval shall not be unreasonably withheld.
- 16.02.08 A faculty member shall evaluate students' performance and shall supervise, when appropriate, students' research, practical work, theses, and major papers.
- 16.02.09 A faculty member shall supervise the work of teaching and laboratory assistants assigned to him/her.
- 16.02.10 A faculty member shall comply with procedures approved by Senate for **conducting** examinations and for reviewing students' **marks** and grades, and with **reporting** deadlines communicated to him/her by the Dean.
- 16.02.11 Faculty members shall attend registration when required and shall arrange for the adequate supervision of their examinations.
- 16.02.12 **Overload**
Proposed course offerings which cannot be staffed by members with full-time appointments as part of their normal teaching load shall be posted internally, in the **departmental** office. The Dean, in selecting staff for these courses, shall consult the Chair (**Arts and Science**)/**Director** (Professional Studies), taking into account the qualifications of the member, his/her teaching and research record, and **service** to the University. The teaching of overload courses shall not hinder the fulfillment of the member's responsibilities.

16.03 **Research and Other Scholarly Activ**

- 16.03.01 Faculty members have the right and the responsibility to devote a reasonable proportion of their time to research and other scholarly activities so as to advance knowledge and understanding and to maintain scholarly competence. Insofar as it is possible the Board shall attempt to provide adequate facilities for these purposes.

- 16.03.02** Faculty members shall, where appropriate, indicate in their published work(s) their affiliation with Lakehead University and acknowledge the work and co-operation of others.
- 16.03.03** Research and other scholarly activities shall include, but may not necessarily be limited to, the following:
- (A)** Investigations, conducted individually or in co-operation with others, so that the results are (a) published in refereed journals, conference proceedings, or as patents, or (b) are presented at conferences or seminars and are available for peer review;
 - (B)** Any studies or works that may be published as books, chapters in books, or disseminated by other suitable means in a manner which makes them available for peer review; and,
 - (C)** Experimentation with teaching techniques and formats, provided the results are disseminated by suitable means in a manner which makes them available for peer review.
- 16.03.04** It is recognized that a level of scholarly competence may be achieved by a faculty member such that, without extensive publication, he/she becomes an acknowledged authority in his/her field, and is regularly consulted by established researchers or authorities outside the University. Evidence of such extensive use as a research resource shall be accepted as evidence of scholarly activity.
- 16.03.05** The immediate and regular preparation for routine instructional activities shall not be considered as research in the context of this Article.
- 16.03.06** When the conditions of a research grant do not provide explicit direction, a faculty member shall obtain the prior written approval of his/her Dean in order to employ any member of his/her family under a University-administered research grant.

16.04 Administrative Responsibilities

- 16.04.01** Consistent with their primary teaching and scholarly responsibilities, faculty members shall participate in the governance of the University through active membership on appropriate bodies such as Department and Faculty Councils, and shall participate to a reasonable extent in other University bodies, including Faculty and University committees and Senate, when called upon to do so or when elected to such bodies.
- 16.04.02** While exercising administrative responsibilities, faculty members shall treat academic colleagues, other employees and students ethically, so that objectivity, fairness, and absence of discrimination are maintained in all deliberations, including assessment of performance of any colleague, other employee or student. Faculty members shall not infringe on their colleagues' academic freedom, and shall observe the principles of confidentiality in a manner consistent with the performance of their collegial responsibilities.

16.04.03 A faculty member's participation in the activities of the Lakehead University Faculty Association is a recognized administrative activity in the context of this Article.

16.05 Service to the Profession and the Community

16.05.01 A member has the right to participate in the governance of his/her professional organizations, including but not limited to membership on committees of such organizations.

16.05.02 The parties encourage service to the community that enhances or extends the reputation of the University.

16.05.03 In activities that extend to the community, faculty members shall retain the rights and responsibilities associated with academic freedom. Except when specifically authorized to speak on behalf of the University, members must make it clear that their positions and opinions are personal.

16.06 Annual Report

16.06.01 Each faculty member shall submit to his/her Chair (Arts and Science)/Director (Professional Studies) three copies of an Annual Report by May 31st of each year. The Annual Report shall include the previous May 1st to April 30th period. One copy of this Report shall be filed in the office of the Chair (Arts and Science)/Director (Professional Studies) and two copies shall be forwarded to the Dean, one of which shall be placed in the faculty member's official file in the President's Office.

16.06.02 The Annual Report, which shall be completed on a standardized form supplied by the Dean, shall include only the following information:

- (A) teaching responsibilities undertaken, and evidence of teaching delivery and teaching performance;
- (B) books and papers published;
- (C) conference papers given;
- (D) research and other scholarly work in progress;
- (E) graduate degrees awarded or graduate studies in progress and the expected date of completion, university, and title of thesis;
- (F) awards and other honours received;
- (G) Departmental, Faculty, Senate, Board, Association and other University activities;
- (H) contributions to the faculty member's profession;
- (I) contributions to the faculty member's community;

- (J) an account of the academic activities pursued by the faculty member during a term or terms in which he/she did not have an assigned teaching responsibility;
- (K) research grants and contracts awarded, name of granting body, research title, amount awarded and the date awarded;
- (L) a statement of his/her outside professional activities in the previous year, and,
- (M) any other information that the faculty member deems relevant.

16.06.03 Following review of the Annual Report, the Dean may offer constructive suggestions with respect to a member's teaching performance and shall endeavour to provide support for the purpose of enhancing the faculty member's performance.

16.07 Librarian Members

16.07.01 A member has certain rights, duties and responsibilities which derive from his/her position as a professional librarian in the University Library. In exercising his/her rights and in fulfilling his/her duties and responsibilities a member shall deal fairly and ethically with colleagues and Library users and shall respect the principles of confidentiality in a manner consistent with the performance of his/her professional role.

16.08 Professional Services (Librarian Members)

16.08.01 The primary responsibilities of members are the selection, organization and dissemination of information to support the academic pursuits of the University. Such responsibilities are achieved by providing professional consultation and assistance to Library users, and by developing and maintaining the Library collection consistent with the academic and other general information needs of the University.

16.08.02 Subject to Library and University policies, a member has the responsibility to use his/her special training and knowledge in providing to all members of the University community access to Library materials and facilities. He/she has the right and responsibility to exercise professional judgement in the performance of his/her duties, also subject to Library and University policies.

16.08.03 Members have the right and responsibility to develop their professional expertise. Subject to the approval of the Chief Librarian, members have the right to pursue activities leading to their professional development such as attending conferences and workshops and the observation of systems and procedures for possible implementation in the Library.

16.08.04 Members may be responsible for the supervision of support staff and for participation in the administration of the Library.

16.09 Service to the University (Librarian Members)

- 16.09.01 A member has the **right** and responsibility, when eligible, to serve as a member of duly constituted Library and University committees, when invited **or** elected, to the extent that such Involvement does not prevent the member from fulfilling **his/her** primary responsibilities. Such committee service shall be discussed in advance with the Chief Librarian to ensure that this service is not in conflict **with** the member's primary responsibilities.
- 16.09.02 A member's **participation** in the activities of the Association **shall** be recognized as service to the University in the context of this Article. As long as Library requirements are met, and subject to the fulfillment of the scheduled public services **of** the Library, members shall have the right to attend L.U.F.A. general meetings during the working day upon prior notification of the Chief Librarian.

16.10 Service to the Profession and Community (Librarian Members)

- 16.10.01 A member has the right to participate in the activities of **his/her** profession, professional associations **and/or** learned societies. **He/she** is encouraged to participate in such activities which will enhance the standing of both the member and the University, provided that such activities do not interfere with **his/her** obligations, duties and responsibilities to the University and subject to the **following** conditions:
- (A) if the Chief Librarian has cause for concern, a member **shall**, upon written request, make **available** to the Chief Librarian information in writing on the scope of outside activities of a substantial nature. When the time commitment to those activities is such as to interfere with fulfillment of **his/her** service to the University, the member shall take corrective action to ensure the fulfillment of **his/her** service; and,
 - (B) when a member's activities involve the use of University facilities, supplies or services, permission for the use of such facilities, supplies or services, and agreement on appropriate reimbursement therefor, shall be obtained in advance by the member from the Chief Librarian.
- 16.10.02 In activities that extend to **the** community, a member shall retain the rights and responsibilities associated with academic freedom. Except when specifically authorized to speak on behalf of the University, a member must make it clear that **his/her** position and opinions are personal.

16.11 Research and Other Scholarly Activities (Librarian Members)

- 16.11.01 Although not required to do **so**, a member may be involved in research to the extent that such involvement does not prevent **him/her** from fulfilling **his/her** primary responsibilities.
- 16.11.02 Such research, if any, shall be outside the member's responsibilities to the University. A member engaged in research with the concurrence of the Chief

Librarian shall be **eligible to** apply for the use of University facilities and for financial support.

16.11.03 The purpose of research conducted by a member shall be to increase **knowledge** and understanding and to improve the professional competence of librarians.

16.11.04 Upon **written** request by the Chief Librarian, a member shall submit by May 1st a summary of **the** nature, scope and specific achievements of any research of scholarly and creative activities **carried** out in the preceding **year**.

16.12 **Annual Report (Librarian Members)**

16.12.01 Each librarian member shall submit to the Chief Librarian an annual report by May **31st** of each year. The annual report shall include the previous May **1st to April 30th** period. A copy of the annual **report** will be placed in the librarian member's official **file**.

16.12.02 The annual report, **which** shall be completed on a standardized form supplied by the Chief Librarian, shall include the following information:

- (A) professional service activities **relating** to assigned duties and responsibilities;
- (B) service to the University;
- (C) service to **the** profession and community; and
- (D) research and other scholarly activities.

ARTICLE 17: POSITION DESCRIPTIONS FOR PROFESSIONAL LIBRARIANS

The following procedure **will** be used to establish position descriptions and **to** make subsequent revisions.

17.01 The duties and responsibilities of each professional librarian position shall be described in an appropriate position description. All such position descriptions shall be accessible to all members.

17.02 A proposed position description **shall** be prepared **by** the Chief Librarian, after consultation with the incumbent member if there is one. The provision of such position descriptions shall constitute a reasonable workload and shall be **generally consistent** with the professional nature of the position and With a **thirty-five** hour work week.

17.03 The Chief Librarian shall forward the proposed position description to the Director of Human Resources, along **with** the name of the incumbent member who assisted in its preparation. Any **significant** differences between the Chief Librarian and the incumbent member over the provisions of the position description shall be noted by the Chief Librarian and these shall be forwarded to the **Director** of Human Resources **along** with the proposed position description **itself**.

- 17.04 The Director of Human Resources shall attempt to resolve any differences between the Chief Librarian and the incumbent over the provisions of the position description. The Director of Human Resources shall prepare a final draft of the position description and, irrespective of agreement between the Chief Librarian and the incumbent, shall forward it to the Position Evaluation Committee for consideration.
- 17.05 The Position Evaluation Committee shall consist of the Vice-President (Administration) as Chair, the Director of Human Resources, and one person appointed by the Association, who shall not be a Librarian member of the bargaining unit.
- 17.06 The responsibility of the Position Evaluation Committee shall be to ensure that each position description accurately describes the duties and responsibilities expected of a member holding the position. In addition, the Committee shall attempt to resolve any outstanding differences between the Chief Librarian and the incumbent member if such differences still remain.
- 17.07 The position descriptions shall be implemented only after the above procedure has been completed.
- 17.08 The work activities with respect to a given position may change with time. A review of each position description may be initiated by the Chief Librarian or on request by the incumbent member.
- 17.09 Copies of the position description shall be forwarded to the Incumbent and to the Association within 20 days following the approval by the Position Evaluation Committee.

ARTICLE 18: WORKLOAD FOR LIBRARIAN MEMBERS

- 18.01 On the average the workload for a member is 35 hours per week. In addition to the duties and responsibilities specified in the position description for each member, the Chief Librarian may also assign reasonable duties which are not in conflict with this Agreement.

The Chief Librarian shall indicate to the member the length of time the assignment is expected to take and whether such an assignment is expected to recur. Whenever possible, the member concerned shall be consulted with respect to the additional duties to be assigned.

- 18.02 For hours worked in excess of the normal workload, equivalent time off shall be scheduled, the day and time being subject to the approval of the Chief Librarian.
- 18.03 The Chief Librarian has responsibility for the scheduling of evening and weekend duties of members, taking into account the following:
- (A) the needs and priorities of the Library;
 - (B) the member's engagement in committee service; and,
 - (C) any other relevant factors.

Whenever possible, the member concerned shall be consulted with respect to the schedule to be assigned. A member shall not be scheduled for more than one evening and one weekend shift per week for reference and information desk services, except for special

conditions such as staff shortages owing to vacations, illness, vacancies, special projects, etc.

- 18.04 Librarians assigned to work by the Chief Librarian on statutory holidays as defined in Article 36.02 shall be entitled to **compensatory** time off at the rate of **one** and a half hours for each hour worked. The **scheduling** of such **time** off shall be subject to the approval of the Chief Librarian.

ARTICLE 19: APPOINTMENT OF FACULTY MEMBERS

19.01 Types of Appointments

19.01.01 Appointments for faculty members shall be:

- (A) tenured;
- (B) probationary;
- (C) ~~limited~~ term; ~~or~~
- (D) sessional.

19.01.02 Tenured Appointments

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

19.01.03 Probationary Appointments

- (A) A probationary **appointment** shall continue up to six years and leads to consideration for tenure unless otherwise terminated pursuant to this Agreement. A probationary appointment is a period of appraisal **during** which time the member is expected to **meet** the criteria and standards of performance required for the granting **of** tenure.
- (B) Except as provided in 19.01.04, the initial full-time appointment to any academic rank normally shall be a probationary appointment for a **period** of three years.
- (C) An academic year in which a member with a probationary appointment spends an accumulated period of more than six months on **leave(s)** pursuant to Article 37 shall not count toward the three years of the member's initial or renewed probationary appointment.
- (D) Probationary appointments normally commence on July 1st. When such an appointment commences after July 1st but prior to December 31st, the probationary period shall be deemed to have commenced on the previous July 1st. When such an appointment commences on or after January 1st but prior to June 30th, the probationary period shall be deemed to have commenced on the next July 1st.

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

19.01.04 **Limited Term Appointments**

- (A) A limited term appointment is for a stated period of time, and carries no implication of renewal or continuation beyond the stated term and no implication that the appointee shall be considered for tenure.
- (B) Limited term appointments may be made to:
- (a) bring distinguished visitors to the University;
 - (b) provide replacements for members on leave;
 - (c) respond to a specific teaching or research need which, for budgetary and/or academic reasons, is not intended to result in a continuing appointment; or,
 - (d) to fill a position for which there has been inadequate opportunity to conduct a satisfactory search for a probationary or tenured appointee.
- (C) The Board shall inform the Association of the period and purpose of each limited term appointment.
- (D) A member with academic rank on a limited term appointment who accepts an immediately subsequent probationary appointment in the same Department shall be credited for the time spent on the limited term appointment, to a maximum of two years, when he/she is being considered for renewal of the probationary appointment, for tenure, for promotion, and for Sabbatical and Study Leave.

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

19.02 Appointment Procedures for Full-Time Faculty Members

- 19.02.01** When a vacancy has been approved for staffing, the Department/School concerned shall establish a search procedure, which shall be communicated in writing to the Dean by the Chair (Arts and Science)/Director (Professional Studies). The Department/School may delegate its responsibilities under 19.02 to an Appointments Committee consisting of one or more members. If an Appointments Committee is established, the search procedure should describe the nature of the involvement, if any, of the remaining members of the Department/School in the process. "Department/School" means "Appointments Committee" in 19.02.02 through 19.02.07, if such has been established.
- 19.02.02** The Department/School shall consult with the Dean to jointly establish an appropriate description of the duties and responsibilities of the position and the desired qualifications of a successful candidate. Such criteria should be related to departmental needs and objectives and, for tenure-stream appointments, consistent with the established criteria for renewal of probationary appointments and the granting of tenure. The Dean and the Department/School shall consider the Faculty Employment Equity Policy in all appointments.
- 19.02.03** New appointments for full-time positions shall be advertised within the University and outside the University in suitable publications such as University Affairs and the CAUT Bulletin. Where appointments must be made urgently for academic reasons, or in the case of contractually-limited term appointments, the Dean, after consulting with the Department/School may authorize exceptions to this requirement. Advertising shall be designed to reach qualified individuals legally entitled to work in Canada. The placing of advertisements and receipt of applications shall be the responsibility of the University administration.
- 19.02.04** The Department/School shall recommend its preferred candidate to the Dean, shall include supporting documentation, and shall recommend, after consultation with the Dean, the type of appointment, rank, salary, probable teaching duties and other responsibilities, and other expectations and/or conditions of appointment. The Department/School's report to the Dean shall include the dissenting opinions, if any, of Department/School members.
- 19.02.05** Normally the Dean shall accept the recommendation and shall forward it to the Vice-President (Academic). The Dean may reject the recommendation for good and sufficient reason related to the candidate's qualifications or the procedures followed, including the adequacy of the search for qualified individuals legally entitled to work in Canada. In such cases the Dean shall meet with the Department/School to advise it of his/her reasons for rejecting the recommendation.
- 19.02.06** If the Department/School and the Dean cannot agree on a final recommendation, the Dean shall submit both his/her recommendation and the report of the Department/School to the Vice-president (Academic).

- 19.02.07 The Vice-president (Academic) shall make a recommendation to the President.
- 19.02.08 The successful candidate shall be appointed by the Board on the recommendation of the President, but no person shall be appointed whose application, curriculum vitae, and proposed type of appointment have not been submitted to the Department/School for review.
- 19.02.09 The President shall provide each successful candidate with a letter of appointment containing the following information:
- (A) the date at which the appointment commences;
 - (B) type of appointment;
 - (C) salary for the first year of the appointment;
 - (D) rank;
 - (E) Department or School in which the candidate is to be appointed;
 - (F) any other terms and conditions pertaining to the appointment, particularly conditions that would affect renewal of a probationary appointment or the granting of tenure and the Faculty Employment Equity Policy;
 - (G) probable departmental teaching duties and other responsibilities for the first year of the appointment; and,
 - (H) a statement that the appointment is subject to the provisions of the Agreement.

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

19.03 Appointment Procedures for Sessional Lecturer Members

- 19.03.01 Sessional Lecturer positions to be filled shall be posted on relevant departmental/school bulletin boards for a period of no less than two weeks and, whenever possible, no less than two months in advance of the commencement of the appointment. Such posting shall include the following: date of posting; title of the position; starting date; duration and location; qualifications preferred; and date of application closure.
- Position vacancies may be filled without posting in the event of unanticipated course enrolment increases such that an additional section is established or in order to fill emergency replacements.
- 19.03.02 The criteria used in the appointment to a sessional lecturer position shall include academic qualifications, ability to perform the various duties of the position, and applicable prior experience.
- (A) A Sessional Lecturer member who has taught two or more full-course equivalents for at least the three previous Fall/Winter terms shall have

the right of first refusal on sessional positions for which he/she is qualified.

- (B) When the above factors are considered to be relatively equal among two or more candidates, seniority shall apply.
- (C) Seniority of a Sessional Lecturer member shall be calculated as the total number of full-course equivalents taught by a Sessional Lecturer since September, 1988, and in the Department/School in which the position is to be filled. If there is a break in service of more than two consecutive years, any courses taught prior to that break will not be included in the calculation of seniority.
- (D) Where courses are available, Sessional Lecturer members are entitled to teach up to, but are not limited to, three full-course equivalents in the combined Fall/Winter term and one full-course equivalent in each of the Spring/Summer terms.

ARTICLE 20: APPOINTMENT OF LIBRARIAN MEMBERS

20.01 **General Conditions**

20.01.01 Appointment as a professional librarian shall be limited to persons with the following minimum qualifications:

- (A) an undergraduate degree from a recognized university; and,
- (B) a degree from a library school accredited by the American Library Association, or by a comparable Canadian accrediting body if such is established, or a comparable combination of experience and formal qualifications.

20.01.02 Appointments shall be made to one of the following ranks: Librarian I, Librarian II, Librarian III, Librarian IV.

20.01.03 Unless specifically provided otherwise in the letter of appointment, a member is employed 12 months a year, including vacation time and statutory holidays.

20.01.04 Appointments may be made at any time during the year, and shall be one of the following types:

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

20.02 Limited Term Appointment

20.02.01 A limited term appointment is for a stated period of time and carries no implication of renewal or continuation beyond the stated term and no implication that the appointee shall be considered for a continuing appointment.

20.02.02 A limited term appointment may be made to:

- (A) provide a replacement for a member on leave;
- (B)** meet specific Library needs of limited duration; ~~or~~
- (C)** fill a position for which there has been inadequate opportunity to conduct a satisfactory search for a probationary appointee.

20.02.03 The total consecutive years a member may serve ~~on~~ limited term appointment(s) shall not exceed two years without the agreement of the Association, except where the limited term appointment(s) is funded entirely from granting agencies external to the University. In this latter instance, the total consecutive years a member may serve in a limited term capacity shall not exceed the duration of the external funding without the agreement of the Association.

20.02.04 in addition to the information provided to the Association pursuant to 12.01, the Board shall inform the Association of the period and purpose of any limited term appointment.

20.03 Probationary Appointment

20.03.01 A probationary appointment shall be for one year. During that Year performance judged to be ~~unsatisfactory~~ shall be just cause for termination of the probationary appointment pursuant to 20.03.03. The probationary appointment may be extended for up to one additional year when

- (A) the member's performance has been marginally satisfactory and, in the opinion of the Chief Librarian, may be expected to improve, or
- (B)** in the opinion of the Chief Librarian the probationary period has not **provided** a suitable opportunity for the member to demonstrate satisfactory performance.

20.03.02 A probationary appointment is a period ~~of~~ appraisal during which time the member ~~is~~ expected to meet the standards of performance required for a continuing appointment.

20.03.03 The member shall be informed within five (5) days of each quarterly performance review of the result of the review. If the member's performance is judged clearly unsatisfactory following a quarterly review, he/she may be informed that, if the unsatisfactory performance persists, he/she may be given one month's notice of termination of the probationary appointment. If the member's performance is judged marginally unsatisfactory following a quarterly review, he/she may be informed that, if his/her performance is judged to be unsatisfactory at a subsequent quarterly review, he/she may be given one month's notice of

termination of the probationary appointment. The member shall be given advice and support for improvement **throughout** the probationary period.

20.03.04 The member shall be informed within five (5) days of the twelve (12) month evaluation that:

- (A) **he/she** is offered a **continuing** appointment effective at the **beginning** of the thirteenth (13th) month;
- (B) **he/she** is offered an extension of the probationary period; **or**
- (C) **his/her** appointment shall terminate and **he/she** shall receive one month's notice or pay in lieu thereof.

20.03.05 A member on an **extended** probationary appointment shall be informed within five (5) days of the final evaluation that:

- (A) **he/she** is offered a **continuing** appointment effective at the **beginning** of the month following the end of the extended probationary period; **or**
- (B) **his/her** employment shall terminate and **he/she** shall receive one month's notice or pay in lieu thereof.

20.04 Continuing Appointment

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

20.05 Appointments and Promotions Committee

20.05.01 There shall be an Appointments and Promotions Committee with three members. The Committee shall consist of the **Chief** Librarian serving as chairman and two librarians with continuing appointments selected by librarian members of the **bargaining** unit.

20.05.02 The two members shall serve for a term of two years with a new representative **being** selected each year. Terms commence as of a given July 1st and terminate twenty-four (24) months thereafter.

20.05.03 The Committee shall consider applications for appointment and promotion.

20.05.04 Any member of the Committee who has applied for appointment to a new position or for promotion shall be excused from the Committee and an alternative member shall be selected by the librarian members of the **bargaining** unit.

20.05.05 If a member of the Committee selected by the membership **resigns** or is unable to serve for any other valid reason, an alternate member shall be selected by the librarian members of the **bargaining** unit to serve out that term or appropriate portion thereof.

20.06 Appointment Procedures

20.06.01 When a vacancy has been **approved** for staffing, the Chief Librarian shall convene a **meeting** of the Appointments and Promotions Committee.

- 20.06.02 The Appointments and Promotions Committee shall review the duties and responsibilities of the vacant position and the qualifications desired in a successful candidate. For vacancies below the department head level, the department head will meet with the Appointments and Promotions Committee in its review of the duties and responsibilities of this position.
- 20.06.03 Notice of a vacancy, of the desired qualifications, and of the application deadline shall be sent to all librarian members. Vacancies may be advertised outside the University in suitable publications such as Feliciter, University Affairs and/or the CAUT Bulletin. The placing of advertisements and the receipt of applications shall be the responsibility of the University Administration.
- 20.06.04 The Appointments and Promotions Committee shall review the internal and external applications received and shall interview all qualified applicants it selects. For applications below the department head level, the department head shall be included in the interview process. The Chief Librarian shall select the successful applicant giving consideration to the evaluation of the applicants by the Committee and, where applicable, the department head.
- 20.06.05 A limited term appointment may be made without following the above procedures at the discretion of the Chief Librarian.
- 20.06.06 The Chief Librarian shall provide the successful applicant with a letter of appointment containing the following information:
- (A) the date at which the appointment commences;
 - (B) type of appointment;
 - (C) starting salary;
 - (D) rank;
 - (E) department in which the candidate is to be appointed;
 - (F) any other terms and conditions pertaining to the appointment which are not inconsistent with the provisions of this Agreement;
 - (G) a copy of the position description for the position; and
 - (H) a statement that the appointment is subject to the provisions of this Agreement.

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

20.07 Appointment of Department Heads

- 20.07.01 A member may be appointed as head of a Library department by the Chief Librarian, pursuant to 20.06.
- 20.07.02 Upon appointment as a department head, a member shall serve a trial period which shall not exceed one year. At the conclusion of the trial period, the

member either shall be confirmed as head of the department if his/her professional performance during the trial period was satisfactory, or shall be returned to his/her former rank and the salary he/she would be receiving if the appointment had not been made.

- 20.07.03 A rank no lower than Librarian III shall be acquired by appointment as department head.

ARTICLE 21 - PERFORMANCE REVIEWS FOR LIBRARIANS

- 21.01 21.01.01 Reviews of a member's performance as a professional librarian shall be conducted pursuant to this Article. Conclusions reached in the course of a review shall be reasonable and consistent with the information used in the review.

- 21.01.02 Formal evaluations of a member's performance may be used in any University appraisal of the member.

21.02 **Performance Criteria**

- 21.02.01 The duties and responsibilities of a member which may be subject to performance review encompass four fields of activity:

- (A) professional service;
- (B) service to the University;
- (C) service to the profession and the community; and
- (D) research and other scholarly activities.

- 21.02.02 A review of a member's professional service performance shall be based on the following criteria as they relate to the member's assigned duties and responsibilities during the period in review:

- (A) accuracy and thoroughness of work, including quality and consistency of performance and effective application of knowledge and skills;
- (B) organization of work, including the ability to set priorities, to choose efficient means of accomplishing goals and to use time effectively;
- (C) quantity and timeliness of work, including the level of productivity and ability to meet deadlines;
- (D) judgement, including recognition of problems, decision making and the ability to assess alternate solutions and the consequences of recommendations;
- (E) communication skills, including the ability to communicate effectively in speech and in writing, and the ability to gain the confidence, cooperation and respect of others;
- (F) initiative, including choosing objective, resourcefulness and creative innovation, flexibility and responsiveness to new ideas; and
- (G) supervisory skills, where applicable.

- 21.02.03 A review of a member's performance in service to the University, service to the profession and the community, and research and other scholarly activities, shall be based on the following criteria:

- (A) effectiveness of service to the University, as evidenced by successful service on University committees, activities that further the welfare of the University, etc.;
- (B) active participation in professional and/or scholarly organizations, and/or professionally related community service; and
- (C) scholarly ability (where a member is engaged in research or other scholarly activity pursuant to 16.11), as evidenced by the execution of research, by publication in librarianship, information science, bibliography or other related areas of professional expertise, and/or by presentation of work at conferences or seminars in a form that is available for review.

21.03 The standards of performance that can be reasonably expected within the various criteria stated in 21.02 vary with the experience, administrative responsibilities, type of appointment and position of the members.

21.04 Performance in a Probationary Appointment

21.04.01 The professional service performance of a member on a probationary appointment shall be formally reviewed at three (3) month intervals. The Chief Librarian shall be responsible for the formal reviews and shall consult with the member's department head, if any.

21.04.02 The performance of a member shall be reviewed on the basis of the criteria described in 21.02.02.

21.04.03 The Chief Librarian shall provide the member with a written copy, including copies of all documentation, of his/her evaluation of a member's performance at least three (3) days in advance of a meeting with the member to discuss his/her performance. The member shall sign the report to signify that he/she has read the review and has discussed his/her performance at the meeting with the Chief Librarian. The signature does not indicate that the member agrees with the evaluation.

21.04.04 At the conclusion of a probationary or extended probationary period, a performance review pursuant to this Article that concludes that the member has not met the standards of performance required for a continuing appointment shall be just cause for termination of the appointment.

21.05 Performance in a Continuing Position

21.05.01 The parties recognize that no periodic, structured performance review substitutes for regular communication between the Chief Librarian and a member, for constructive staff relations or for addressing staff problems promptly and reasonably.

21.05.02 The performance of a member on a continuing appointment shall be formally reviewed in May or June of each year by the Chief Librarian, who shall consult with the member's department head, if any. The performance review shall be for the immediately preceding period from May 1st to April 30th. At the meeting held pursuant to 21.05.06, an exchange of information on the state of Library operations and of issues of concern shall be encouraged.

- 21.05.03 The performance of a member shall be reviewed on the basis of the criteria described in 21.02.
- 21.05.04 Prior to **carrying out the performance** review, the Chief Librarian, on **his/her** own initiative **may**, or on the **request** of the member shall, obtain written **information** about and/or evaluation of the member's work from other librarians, University colleagues, library users **and/or** professional associates. When the Chief Librarian does so on **his/her** own initiative, **he/she** shall **so inform** the member in **advance**.
- 21.05.05 **Depending** on the degree of a member's participation in service to the University pursuant to 16.09, in **service** to the profession and the community pursuant to 16.10 and in research and other scholarly activities pursuant to 16.11, professional service performance pursuant to 21.02.02 shall be given a **weighting** of eighty-five to ninety-five percent (**85-95%**) and other performances pursuant to 21.02.03 shall be given a weighing of fifteen to five percent (**15-5%**).
- 21.05.06 The Chief Librarian shall provide the member with a **written** copy, including copies of **all** documentation, of **his/her** evaluation of a **member's** performance at least three (3) days in advance of a meeting with the member to discuss **his/her** performance. The member shall sign the **report** to **signify** that **he/she** has read it and has **discussed his/her** performance at the **meeting** with the Chief Librarian. If there is disagreement with the evaluation, the member shall so indicate upon the signing of the report. Within three (3) days of the **meeting** the member shall provide a concise written statement of **his/her** reasons for dissent and this statement shall be attached to and become part of the evaluation **report**. Failure to supply a statement of disagreement shall be taken as acceptance of the Chief Librarian's evaluation.

21.06 **Performance in a Headship Trial Period**

- 21.06.01 The performance of a member in a trial period as a department head pursuant to 20.06.02 shall formally be reviewed at the mid-point and the conclusion of the trial period.
- 21.06.02 The procedures described in 21.05.02, 21.05.03, 21.05.04, 21.05.05 and 21.05.06 shall **apply** to reviews conducted pursuant to 21.06.01.

21.07 **Documentation**

All documentation used on a review shall be dated and attached to the report prepared by the Chief Librarian with respect to **the review**, and **filed** in the member's personal file. No anonymous material may be **used**. When the Chief Librarian believes that confidential material, from the member's file or gathered pursuant to 21.05.04, should be used, the member shall be given a **typed** copy of such confidential material, edited to remove statements that could identify the author.

ARTICLE 22: PROMOTION, TENURE, AND RENEWAL COMMITTEE

- 22.01 There shall be one Promotion, Tenure, and Renewal Committee in each Faculty responsible for making recommendations to the President concerning:

- (A) the renewal of probationary appointments:
- (B) the **granting** of tenure to members holding **probationary** appointments; and,
- (C) the promotion of members.

22.02 22.02.01 The composition of the Promotion, Tenure, and Renewal Committee shall be as follows:

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

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

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

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

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

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

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

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

22.02.03 Replacements when needed shall be appointed by the Chair of the Promotion, Tenure, and Renewal Committee, and they must be tenured, they must come

whenever possible from the same rank as the members they are replacing, and they shall be those individuals who received the next highest number of votes to the members who are elected by the Faculty.

- 22.03** A member ~~elect~~ed or appointed to the ~~Promotion, Tenure, and Renewal~~ Committee shall serve in all cases except:
- (A) if ~~he/she~~ is to be considered ~~for~~ promotion in that year in which case ~~he/she~~ shall not serve for any Promotion hearings;
 - (B) if a ~~candidate~~ who is to be considered by the Committee can ~~successfully~~ demonstrate to the Chair prior to October 10th in ~~cases~~ of renewal and ~~tenure~~, or prior to February 16th in cases of promotion, ~~that~~ the member is improperly biased and therefore incapable of ~~rendering~~ a fair judgement, in which case ~~he/she shall~~ not serve for that candidate's ~~hearing~~;
 - (C) if ~~he/she is~~ the President of the Association or its ~~Chief~~ Grievance Officer; or
 - (D) if ~~he/she~~ has not met the requirements of "satisfactory performance" as ~~set~~ forth in Article 35.01.04, in the preceding year.
- 22.04** The Executive Assistant to the ~~President~~ shall conduct the elections of the Promotion, Tenure, and Renewal Committees by October 1st of each year. The Board and the Association each shall appoint one scrutineer for the elections.
- 22.05** The President shall convene a meeting of all Promotion, Tenure, and Renewal committees to be chaired by the President or Vice-President (Academic) by October 15th of each year for the purpose of familiarizing all Committee members with the responsibilities and procedures of the Committees, including recognition of the Faculty Employment Equity Policy.
- 22.06** A quorum for a Promotion, Tenure, and Renewal Committee shall consist of the full voting membership.
- 22.07** To achieve a recommendation for tenure or promotion the candidate must receive at least six positive votes. To achieve a recommendation for renewal the candidate must receive at least five positive votes.

ARTICLE 23: RENEWAL OF PROBATIONARY APPOINTMENT

23.01 Criteria for Renewal

- 23.01.01 To receive a recommendation for renewal, the member must show reasonable progress toward meeting the criteria for tenure, pursuant to 25.01.
- 23.01.02 It is the candidate's responsibility to provide the Promotion, Tenure, and Renewal Committee with ~~sufficient~~ information for it to make a reasoned evaluation with respect to the criteria.

23.02 Renewal Procedure

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

23.02.02 By September 30th the member shall indicate to the President through the Dean whether he/she wishes to be considered for tenure or whether he/she wishes to be considered for renewal. If the member chooses to be considered for tenure, he/she shall proceed pursuant to Article 25. If the member chooses to be considered for renewal, he/she shall supply the President and Chair (Arts and Science)/Director (Professional Studies) of his/her Department/School with the following information by September 30th:

- (A) a copy of his/her current curriculum vitae;
- (B) copies of the written information given to students pursuant to Article 16.02.06 for all courses taught by the candidate during the probationary period;
- (C) a copy of those materials the candidate wishes to use as evidence of fulfillment of his/her teaching responsibilities;
- (D) a copy of those materials which the candidate wishes to use as evidence of fulfillment of his/her research and other scholarly activities; and,
- (E) any other information which the candidate feels would aid his/her case.

23.03 The President shall assemble an information file for each candidate containing the candidate's letter of appointment, the materials described in 23.02.02, and the results of teaching evaluations that have been collected in accordance with policies and procedures approved either by Senate or by Faculty Council, and shall make this file accessible to all Promotion, Tenure, and Renewal Committee members. When the President believes that confidential material from the member's personal file should be used, the member shall be given a typed copy of any such confidential materials, edited to remove statements that could identify the author and without the author being identified. The Committee shall have the same copy and shall know the identity of the author.

23.04 The Chair (Arts and Science)/Director (Professional Studies) of each Department/School in which a candidate for renewal of probationary appointment works shall solicit from each full-time faculty member in the Department/School other than the candidate and Chair/Director, a signed, written opinion on the renewal of the probationary appointment, impressing upon the members the need to relate opinions and comments to the criteria for renewal pursuant to 23.01, the Faculty Employment Equity Policy, and to any formal departmental criteria which are not inconsistent with this Agreement. In cases in which the candidate holds a joint appointment, the Chair (Arts and Science)/Director (Professional Studies) of the candidate's principal Department/School shall solicit signed, written opinions from each full-time faculty member and the Chair (Arts and Science)/Director (Professional Studies) in the candidate's secondary Department/School(s). The opinion shall be written on a standard form providing for (A) a simple statement that the full-time faculty member does or does not support the renewal of the probationary appointment, and (B) comments by which the member provides a reasoned basis for supporting or not supporting the application

for renewal of the probationary appointment. The Chair (Arts and Science)/Director (Professional Studies) shall retain a copy of each opinion received and shall forward the originals to the President at least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee.

- 23.05** At least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee the Chair (Arts and Science)/Director (Professional Studies), and in the case of joint appointments with the Centre for Northern Studies, the Director of the Centre for Northern Studies, shall supply the President with his/her own written recommendation concerning the candidate and shall provide the candidate with a copy of the recommendation.
- 23.06** At least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee to consider the candidate's renewal, the Chair (Arts and Science)/Director (Professional Studies) shall advise the candidate in writing, with a copy to the President, of the number of faculty members supporting and not supporting the renewal and shall provide him/her with unattributed typed copies of the reasons given for the support or lack of support.
- 23.07** The candidate shall be invited to appear before the Committee and shall have the right to be accompanied by a colleague from the University. The candidate and/or his/her colleagues shall have the right to address the Committee, to respond to questions, and to hear any new information which may be given relative to his/her candidacy.
- 23.08** **23.08.01** The Promotion, Tenure, and Renewal Committee, in considering whether the candidate meets the criteria for renewal, shall take into account:
- (A) the contents of the information file pursuant to 23.03;
 - (B) any relevant conditions specified in the candidate's letter of appointment which are not inconsistent with 23.01;
 - (C) the opinions of his/her colleagues, pursuant to 23.04;
 - (D) the recommendation of his/her Chair (Arts and Science)/Director (Professional Studies) and the Director of the Centre for Northern Studies as it applies pursuant to 23.05;
 - (E) any departmental criteria submitted to the Promotion, Tenure, and Renewal Committee which are not inconsistent with 23.01; and
 - (F) the Faculty Employment Equity Policy.
- 23.08.02** Members of the Committee shall record their vote on an official ballot and shall write on the ballot a reasoned opinion supporting the vote.
- 23.08.03** The Chair of the Committee shall prepare a written report from the Committee on each candidate which shall include the recommendation of the Committee, the result of the ballot vote, and any comments which the Chair wishes to make. Attached to the report and forming part of it shall be the original ballot of each Committee member. The report shall be forwarded to the President.
- 23.09** The candidate shall be informed by the President in writing by December 1st of the Committee's recommendation to the President and of the President's recommendation to the

Board. The candidate shall receive a copy of the Committee report, including typed copies of the ballots. If the President's recommendation to the Board is inconsistent with the recommendation of the Committee, the President shall advise the candidate in writing of the reasons for his/her decision.

- 23.10** All materials in an information file about a candidate, written Departmental opinions, records or evidence taken at hearings, materials used in arriving at the decision, and the Committee ballots shall be retained by the President.
- 23.11** A decision of the Board, insofar as it is consistent with the recommendations of the President and the Promotion, Tenure, and Renewal Committee, may be grieved only on the grounds of violation of discrimination pursuant to Article 4, of significant procedural irregularity pursuant to Articles 22 or 23, or of violation of academic freedom pursuant to Article 15.

ARTICLE 24 - PROMOTIONS (LIBRARY MEMBERS)

24.01 Promotion means a change in rank from Librarian I to Librarian II, from Librarian II to Librarian III or from Librarian III to Librarian IV.

24.02 Application for Promotion

24.02.01 An application for promotion shall be submitted in writing to the Chief Librarian no later than January 15th in any given year.

24.02.02 An application shall include a current curriculum vitae, a copy of those materials the candidate wishes to use as evidence of fulfillment of his/her duties and responsibilities, a description of his/her professional development and scholarly activities and any other information which the candidate thinks would aid his/her case.

24.02.03 In addition to the material described in 24.02.02, a candidate shall include a list of three or more possible referees.

24.03 Promotion Procedures

24.03.01 The Appointments and Promotions Committee shall meet to consider any applications for promotion during April or May.

24.03.02 For promotion to Librarian III or Librarian IV, the Chief Librarian shall solicit letters of reference respecting the member's professional performance and capabilities from two referees chosen from the candidate's list. The Chief Librarian may solicit up to two (2) additional references or assessments with respect to the member's professional performance and capabilities, and if so doing, shall inform the candidate and shall submit the names of up to four (4) persons who could be asked to serve as referees. The candidate shall have the right to comment in writing on the names suggested and to have such comments included in his/her official file. If the candidate can successfully demonstrate to the Chief Librarian that a proposed referee(s) is(are) incapable of rendering a reasoned and unbiased judgement, the name(s) of the person(s) shall be removed from the list. If the candidate makes no comments within five (5) days, the Chief Librarian may select referees from the original list.

- 24.03.03** When the Chief Librarian writes to any referee, he/she shall include:
- (A) **copies** of the materials submitted by the candidate pursuant to **24.02.02**; and
 - (B) **a copy** of Article **24**.
- 24.03.04** Each **referee shall be asked** to comment on the member's **professional** performance and capabilities **on** the basis of the **referee's knowledge** of the member's work **and/or** of the materials **submitted** to him/her, and to provide a supporting rationale for **his/her** appraisal, relating the appraisal to the criteria for the promotion.
- 24.03.05** The comments **of the** referees, which must be received in written **form**, shall be edited by the **Chief Librarian** to remove anything which might identify the authors, and each shall **be** retyped.
- No **less** than five (**5**) days prior to the **meeting** of the Appointments and Promotions Committee, the candidate shall be provided with **unattributed** edited copies of the referees' comments.
- The Appointments and Promotions Committee shall receive the same edited copies of the referees' comments, but the authors shall be identified for the Committee.
- 24.03.06** The Appointments and Promotions Committee shall consider:
- (A) the **materials** submitted by the candidate;
 - (B) the **responses** from the referees, if any; and
 - (C) the formal performance review made pursuant to Article **21**.
- 24.03.07** The candidates shall be invited to appear before the Committee and shall have the right to **be** accompanied by a colleague from the University.
- 24.03.08** if the Committee requires clarification of any responses from referees **and/or** performance reviews, it shall invite the writer to provide clarification.
- 24.03.09** To obtain a recommendation for **promotion**, a candidate must receive the support of the Chief Librarian plus at least one other member of the Promotion Committee. Members of the Committee shall record their vote on an official ballot and shall **write** on the ballot a reasoned opinion supporting the vote.
- 24.03.10** The Chief Librarian shall prepare a report from the Committee on each candidate which shall include the recommendation of the Committee, the result of the **ballot** vote and any comments which the Chief Librarian wishes to make. Attached to the **report** and forming part of it shall be the official ballot of the Committee.
- 24.03.11** The Chief Librarian shall inform the candidate in **writing** by June 15th of the result of **his/her** application for promotion. The candidate shall receive a copy of the report from the Committee. If the application **is** denied, the Chief Librarian shall advise the candidate at the same time the reasons for the decision.

24.03.12 Unless there are reasonable procedural or substantive grounds for not doing so, the recommendation of the Promotion Committee shall be accepted.

24.04 **Criteria for Pr** _____

24.04.01 For evaluating each application for promotion, the following general criteria shall apply:

- (A) the performance criteria pursuant to 21.02, with an emphasis on demonstration of judgement, initiative and the ability to communicate and interact effectively;
- (B) competent fulfilment of the duties and responsibilities of the member's position or positions;
- (C) ability to work constructively with other Library staff and toward the interests of the Library and the University; and
- (D) where appropriate pursuant to 16.09, 16.10 and 16.11, consistent contribution and individual achievement in service to the University, in service to the community and profession and in research or other scholarly work.

24.04.02 In addition to the above general criteria, the following specific criteria for different ranks shall apply:

- (A) for promotion to Librarian II a member shall:
 - i) hold a continuing appointment; and
 - ii) have a minimum of one (1) year of full time professional experience in a university library;
- (B) for promotion to Librarian III a member shall:
 - i) hold a continuing appointment;
 - ii) have a minimum of seven (7) years of full time professional experience, of which at least five (5) were in a university library;
 - iii) have given valued service to the Library;
 - iv) have developed his/her professional expertise; and
 - v) have given valued service to the profession and/or the University; and
- (C) for promotion to Librarian IV a member shall:
 - i) hold a continuing appointment;
 - ii) if hired after July 1, 1993, hold a Master's degree, but exceptional services to the profession or scholarship may compensate for lesser degree qualifications;
 - iii) have a minimum of five (5) years of service as a department head in a university library or a minimum of ten (10) years of full-time professional experience, of which at least five (5) were in a university library;
 - iv) have given valued service to the Library;
 - v) show evidence of sustained professional development; and
 - vi) show evidence of professional leadership and/or professional scholarship and/or valued service to the University which

represents a contribution that is additional to the requirements of **24.04.02(B)(vi)**.

- 24.04.03 A member with a **minimum** of five (5) years of service as a department who ceases to be a head as a direct result of **Library** reorganizations shall continue to be eligible for promotion to the rank of **Librarian IV**.

ARTICLE 26: TENURE

25.01 **Criteria for Tenure**

- 25.01.01 To receive a **recommendation** for tenure, the member must have the qualifications required to support **effectively** the University's teaching programs and research and other scholarly **activities**. In particular, the member must:
- (A) be a full-time member of the **teaching** staff and hold the academic rank of Assistant Professor or above;
 - (B) hold a doctorate or the degree normally considered to be terminal in **his/her** discipline;
 - (C) have at least five years of experience in university teaching or a combination of at least three years of university teaching experience plus at least four years of relevant professional practice;
 - (D) demonstrate that the quality of **his/her** teaching is satisfactory as may be established by the evaluation of **his/her** teaching;
 - (E) demonstrate a **visible** activity in the **field** of research or other scholarly activities that **goes** beyond the doctoral thesis or the equivalent; and,
 - (F) have, when invited to do **so**, accepted and discharged reasonable administrative **responsibilities** within the University community.
- 25.01.02 Where the criteria in **25.01.01(B), (D), and/or** (E) cannot be met, the Promotion, Tenure, and Renewal Committee may consider that:
- (A) exceptional quality of teaching, which shall be demonstrated by an **evaluation** of **his/her** teaching, may compensate for a lesser research output on the part of the candidate;
 - (B) exceptional research and scholarly output, as confirmed by peer opinion, may compensate for a lesser **teaching** performance on the part of the candidate or, for lesser **degree** qualifications pursuant to **25.01.01(B)**; or,
 - (C) exceptional competence in the activities of administrative service or in professional and/or community service related to the work of the candidate, coupled with teaching of a satisfactory quality, may compensate for a lesser research output on **his/her** part.

25.01.03 It is the candidate's responsibility to provide the Promotion, Tenure, and Renewal Committee with sufficient information for it to make a reasoned evaluation with respect to the criteria

Tenure Procedure

25.02 When a member applies for tenure pursuant to **19.01.03(G)** or **23.02.02**, he/she shall supply the President and Chair (Arts and Science)/Director (Professional Studies) of his/her Department/School with the following information by September 30th:

- (A) a copy of his/her current curriculum vitae;
- (B) copies of the written information given to students pursuant to Article **16.02.06** for all courses taught by the candidate during the probationary period;
- (C) a copy of those materials the candidate wishes to use as evidence of fulfillment of his/her teaching responsibilities;
- (D) a copy of those materials which the candidate wishes to use as evidence of fulfillment of his/her research and other scholarly activities; and,
- (E) any other information which the candidate feels would aid his/her case.

25.03 The President shall assemble an information file for each candidate containing the candidate's letter of appointment, a copy of the President's letter to the candidate pursuant to Article **23.09**, the materials described in **25.02**, and the results of teaching evaluations that have been collected in accordance with policies and procedures approved either by Senate or by Faculty Council, and shall make this file accessible to all Promotion, Tenure, and Renewal Committee members. When the President believes that confidential materials from the member's personal file should be used, the member shall be given a typed copy of any such confidential materials, edited to remove statements that could identify the author and without the author being identified. The Committee shall have the same copy and shall know the identity of the author.

25.04 25.04.01 The Chair (Arts and Science)/Director (Professional Studies) of each Department/School in which a candidate for tenure works shall solicit from each full-time faculty member in the Department/School other than the candidate and Chair/Director, a **signed**, written opinion on the tenure, impressing upon the members the need to relate opinions and comments to the criteria for tenure pursuant to **25.01**, the Faculty Employment Equity Policy, and to any formal departmental criteria which are not inconsistent with this Agreement. In cases in which the candidate holds a joint appointment, the Chair (Arts and Science)/Director (Professional Studies) of the candidate's principal Department/School shall solicit **signed**, written opinions from each full-time faculty member and the Chair (Arts and Science)/Director (Professional Studies) in the candidate's secondary Department/School(s). The opinion shall be written on a standard form providing for (A) a simple statement that the full-time faculty member does or does not support the tenure, and (B) comments by which the member provides a reasoned basis for supporting or not supporting the application for tenure. The Chair (Arts and Science)/Director (Professional Studies) shall retain a copy of each opinion received and shall

forward the **originals** to the President at least fifteen days before the **meeting** of the Promotion, Tenure, and Renewal Committee.

25.04.02 When a candidate for **tenure** may also be eligible for renewal, the Chair (**Arts and Science**)/**Director** (Professional Studies) shall conduct a separate review pursuant to **Article 23.04**.

25.05 At least **fifteen** days before the meeting of the Promotion, Tenure, and Renewal Committee, the Chair (**Arts and Science**)/**Director** (Professional Studies), and in the case of joint appointments with the Centre for **Northern** Studies, the Director of the Centre for Northern Studies, shall supply the **President** with **his/her** own written recommendation **concerning** the candidate and shall provide the candidate with a copy of the recommendation.

25.06 At least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee to consider the candidate's tenure, the Chair (**Arts and Science**)/**Director** (**Professional** Studies) shall advise the candidate in writing, with a copy to the President, of the number of faculty members supporting and not supporting tenure and shall provide **him/her** with **unattributed** typed copies of the reasons **given** for the support or lack of support.

25.07 The candidate shall be invited to appear before the Committee and shall have the **right** to be accompanied by a **colleague from the** University. **The** candidate and/or **his/her** colleague shall have the right to address the Committee, to respond to questions and to hear any new information which may be **given relative** to **his/her** candidacy.

25.08 25.08.01 The Promotion, Tenure, and Renewal Committee, in considering whether the candidate meets the criteria for tenure, shall take into account:

- (A) the **contents** of the information file pursuant to **26.03**;
- (B) any relevant conditions specified in the candidate's letter of appointment which are not inconsistent with **25.01**;
- (C) the opinions of **his/her** colleagues, pursuant to **25.04**;
- (D) the recommendation of **his/her** Chair (**Arts and Science**)/**Director** (**Professional** Studies) and the Director of the Centre for Northern Studies as it applies pursuant to **25.05**;
- (E) any departmental **criteria** submitted to the Promotion, Tenure, and **Renewal** Committee which are not inconsistent with **25.01**; and
- (F) the Faculty Employment Equity Policy.

25.08.02 Members of **the** Committee shall record their vote on an official ballot **and** shall **write** on the ballot a reasoned opinion supporting the vote.

25.08.03 The Chair of the Committee shall prepare a written report from the Committee on each candidate which shall include the recommendation of the Committee, the result of the ballot vote, and any comments which the Chair wishes to make. Attached to the report and **forming** part of it shall be the **original ballot** of **each Committee** member. The report **shall** be forwarded to the President.

- 25.09** The candidate shall be informed by the President in writing by December 1st of the Committee's recommendation to the President and of the President's recommendation to the Board. The candidate shall receive a copy of the Committee report, including typed copies of the ballots. If the President's recommendation to the Board is inconsistent with the recommendation of the Committee, the President shall advise the candidate in writing of the reasons for his/her decision.
- 25. 0** All materials in an information file about a candidate, written Departmental opinions, records or evidence taken at hearings, materials used in arriving at the decision, and the Committee ballots shall be retained by the President.
- 25. 1** A decision of the Board which does not result in termination of employment may be grieved only on the grounds of violation of discrimination pursuant to Article 4, of significant procedural irregularity pursuant to Articles 22 or 25, or of violation of academic freedom pursuant to Article 15.

ARTICLE 26: PROMOTION

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

26.02 Criteria for Promotion

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

- (A) be a full-time tenured or probationary member of the teaching staff;
- (B) hold a doctorate or the degree normally considered to be terminal in his/her discipline, except that research or other scholarly work which is available for peer review and which represents a contribution to the member's discipline or profession may compensate for lesser degree qualifications; and,
- (C) have fulfilled his/her teaching responsibilities satisfactorily.

It is the candidate's responsibility to provide the Promotion, Tenure, and Renewal Committee with sufficient information for it to make a reasoned evaluation with respect to each of (B) and (C) above.

26.02.02 To receive promotion to the rank of Associate Professor the member shall:

- (A) be a full-time tenured member of the teaching staff;
- (B) hold a doctorate or the degree normally considered to be terminal in his/her discipline;
- (C) have fulfilled his/her teaching responsibilities satisfactorily;
- (D) have done research or other scholarly work which is available for peer review and which represents a continuing contribution to the member's discipline or profession that is additional to the doctoral thesis or to the

work done in connection with the degree considered to be terminal in his/her discipline; and,

- (E) have, when invited to do so, accepted and discharged reasonable administrative responsibilities within the University community.

It is the candidate's responsibility to provide the Promotion, Tenure, and Renewal Committee with sufficient information for it to make a reasoned evaluation with respect to each of (B) to (E) above.

26.02.03 Where all the criteria in **26.02.02 (B) to (D)** have not been met, the Promotion, Tenure, and Renewal Committee shall consider that:

- (A) exceptional quality of teaching, which shall be demonstrated by peer and/or student evaluation of his/her teaching, may compensate for a lesser research and other scholarly output;
- (B) exceptional research and scholarly output may compensate for lesser degree qualifications Pursuant to **26.02.02 (B)**;
- (C) exceptional competence in the activities of administrative service or in professional and/or community service related to the work of the candidate, coupled with teaching of a satisfactory quality, may compensate for a lesser research and other scholarly output; or,
- (D) exceptional quality of teaching, which shall be demonstrated by peer and/or student evaluation of his/her teaching, in combination with exceptional competence in the activities of administrative service or in professional and/or community service related to the work of the candidate, may compensate for a lesser research and other scholarly output and for lesser degree qualifications.

26.02.04 To receive promotion to the rank of Professor the member shall:

- (A) be a full-time tenured member of the teaching staff;
- (B) hold a doctorate or the degree normally considered to be terminal in his/her discipline, but exceptional research and other scholarly output may compensate for lesser degree qualifications;
- (C) have fulfilled his/her teaching responsibilities satisfactorily;
- (D) have done research or other scholarly work which is available for peer review, which represents a contribution to the member's discipline that is additional to the requirements of **26.02.02 (D)**, and which indicates that the candidate has maintained an active contribution to the advancement of scholarly knowledge and/or of the member's profession. A sustained teaching record of exceptional quality which is demonstrated by peer and/or student evaluation, or a sustained and distinguished record of administrative accomplishment within the University coupled With teaching of good quality which is demonstrated

by peer and/or student evaluation, may compensate for a moderate research and scholarly output;

- (E) have at least ten years of a combination of full-time teaching and/or research in a university or equivalent institution and/or professional experience relevant to teaching and/or research at the university level; and,
- (F) have, when invited to do so, accepted and discharged reasonable administrative responsibilities within the University community.

It is the candidate's responsibility to provide the Promotion, Tenure, and Renewal Committee with sufficient information for it to make a reasoned evaluation with respect to each of (B) to (F) above.

26.03 Promotion Procedure

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

- (A) a copy of his/her current curriculum vitae;
- (B) a copy of those materials the candidate wishes to use as evidence of fulfillment of his/her teaching responsibilities;
- (C) a copy of those materials which the candidate wishes to use as evidence of fulfillment of his/her research and other scholarly activities; and,
- (D) any other information which the candidate feels would aid his/her case.

A member who applies for promotion to the rank of Professor shall supply the President by November 1st with three additional copies, if possible, of all material listed in (A) through (D) which the candidate wishes to have circulated to external appraisers.

- 26.04 26.04.01** For each candidate for promotion to Professor, the Dean after consultation with the Chair (Arts and Science)/Director (Professional Studies) shall assemble a list of at least six persons external to the University who could be asked to submit appraisals of the written materials submitted by the candidate as evidence of the quality of his/her scholarship and/or of his/her teaching performance. The Dean shall present this list to the candidate by November 16th. Within five days from this date, the candidate shall advise the Dean if any of the persons named on the list should not be asked to serve as external appraiser on the grounds of unfair or improper bias. If the candidate can successfully demonstrate to the Dean that the person(s) objected to is(are) incapable of rendering an unbiased judgement, the name(s) of the person(s) shall be removed from the list. If the candidate makes no objection within five days, then the Dean shall recommend to the President three persons from the list who will serve as external appraisers. The candidate may name one additional

external appraiser, and shall notify the President of his/her choice by no later than November 30th.

- 26.04.02** When the President writes to any external appraiser, he/she shall include:
- (A) copies of the materials submitted by the candidate pursuant to 26.03;
 - (B) a copy of the criteria for promotion to Professor pursuant to 26.02.04, including a copy of 26.02.02(D);
 - (C) a copy of that section of Article 16 referring to Research and Other Scholarly Activities (i.e. 16.031; and
 - (D) a copy of the Faculty Employment Equity Policy.
- 26.04.03** Each external appraiser shall be asked to evaluate the candidate, on the basis of the materials submitted to him/her, and to provide a supporting rationale for his/her appraisal, relating the appraisal to the criteria set forth in 26.02.04(D).
- 26.04.04** The reports of the external appraisers, which must be received in written form, shall be edited by the President to remove anything which might identify the authors, and each shall be retyped. No less than five days prior to the meeting of the Promotion, Tenure, and Renewal Committee to consider his/her promotion, the candidate shall be provided with unattributed edited copies of the appraisers' reports. The Promotion, Tenure, and Renewal Committee shall receive the same edited copies of the appraisers' reports, but the author of each report shall be identified for the Committee.
- 26.05** The President shall assemble an information file for each candidate containing the candidate's letter of appointment, the materials described in 26.03, and the results of teaching evaluations that have been collected in accordance with policies and procedures approved either by Senate or by Faculty Council, and shall make this file accessible to all Promotion, Tenure, and Renewal Committee members. The information file for candidates for promotion to Professor also shall contain the edited reports of the external appraisers, pursuant to 26.04.04. When the President believes that confidential materials from the member's personal file should be used, the member shall be given a typed copy of any such confidential materials, edited to remove statements that could identify the author and without the author being identified. The Committee shall have the same copy and shall know the identity of the author.
- 26.06** The Chair (Arts and Science)/Director (Professional Studies) of each Department/School in which a candidate for promotion works shall solicit from each full-time faculty member in the Department/School other than the candidate and Chair/Director, a signed, written opinion on the promotion, impressing upon the members the need to relate opinions and comments to the criteria for promotion pursuant to 26.02, the Faculty Employment Equity Policy, and to any formal departmental criteria which are not inconsistent with this Agreement. In cases in which the candidate holds a joint appointment, the Chair (Arts and Science)/Director (Professional Studies) of the candidate's principal Department/School shall solicit signed, written opinions from each full-time faculty member and the Chair (Arts and Science)/Director (Professional Studies) in the candidate's secondary Department/School(s). The opinion shall be written on a standard form providing for (A) a simple statement that the full-time faculty member does or does not support the promotion, and (B) comments by which the member

provides a reasoned basis for supporting or not supporting the application for promotion. The Chair (Arts and Science)/Director (Professional Studies) shall retain a copy of each opinion received and shall forward the originals to the President at least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee.

- 26.07** At least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee, the Chair (Arts and Science)/Director (Professional Studies), and in the case of joint appointment with the Centre for Northern Studies, the Director of the Centre for Northern Studies, shall supply the President with his/her own written recommendation concerning the candidate and shall provide the candidate with a copy of the recommendation.
- 26.08** At least fifteen days before the meeting of the Promotion, Tenure, and Renewal Committee to consider the candidate's promotion, the Chair (Arts and Science)/Director (Professional Studies) shall advise the candidate in writing, with a copy to the President, of the number of faculty members supporting and not supporting promotion and shall provide him/her with unattributed typed copies of the reasons given for the support or lack of support.
- 26.09** The candidate shall be invited to appear before the Committee and shall have the right to be accompanied by a colleague from the University. The candidate and/or his/her colleague shall have the right to address the Committee, to respond to questions and to hear any new information which may be given relative to his/her candidacy.
- 26.10**
- 26.10.01** The Promotion, Tenure, and Renewal Committee, in considering whether the candidate meets the criteria for promotion, shall take into account:
- (A) the contents of the information file pursuant to 26.05;
 - (B) any relevant conditions specified in the candidate's letter of appointment which are not inconsistent with 26.02;
 - (C) the opinions of his/her departmental colleagues, pursuant to 26.06;
 - (D) the recommendation of his/her Chair (Arts and Science)/Director (Professional Studies) and the Director of the Centre for Northern Studies as it applies pursuant to 26.07;
 - (E) any departmental criteria submitted to the Promotion, Tenure, and Renewal Committee which are not inconsistent with 26.02; and
 - (F) the Faculty Employment Equity Policy.
- 26.10.02** Members of the Committee shall record their vote on an official ballot and shall write on the ballot a reasoned opinion supporting the vote.
- 26.10.03** The Chair of the Committee shall prepare a written report from the Committee on each candidate which shall include the recommendation of the Committee, the result of the ballot vote, and any comments which the Chair wishes to make. Attached to the report and forming part of it shall be the original ballot of each Committee member. The report shall be forwarded to the President.
- 26.11** The candidate shall be informed by the President in writing by May 1st of the Committee's recommendation to the President and of the President's recommendation to the Board. The

candidate shall receive a copy of the Committee report including typed copies of the ballots. If the President's recommendation to the Board is inconsistent with the recommendation of the Promotion, Tenure, and Renewal Committee, the President shall advise the candidate in writing of the reasons for his/her decision.

- 26. 2** All materials in an Information file about a candidate, written Departmental opinions, records or evidence taken at hearings, materials used in arriving at the decision, and the Committee ballots shall be retained by the President.
- 26. 3** A decision by the Board, insofar as it is consistent with the recommendations of the President and the Promotion, Tenure, and Renewal Committee, to deny promotion to a candidate on his/her first or second application, may be grieved only on the grounds of violation of discrimination pursuant to Article 4, of significant procedural irregularity pursuant to Articles 22 or 26, or of violation of academic freedom pursuant to Article 15.

ARTICLE 27: OUTSIDE PROFESSIONAL ACTIVITIES

- 27.01** Outside professional activities conducted with professional and academic responsibility can enhance the reputation of the University and the abilities of its academic staff. While a member has a primary obligation to fulfill his/her University responsibilities, he/she has the right to engage in outside professional activities subject to the following conditions:
- 27.01.01** Such activities shall not hinder the fulfillment of the member's obligations to the University;
- 27.01.02** Such activities shall not require the commitment of a block of time on a regular basis which might interfere with the member's normal timetable for teaching activities, nor shall such activities require the member to devote more than an average of one working day per five-day week on an annual basis;
- 27.01.03** A member shall notify his/her Dean in writing of the nature and scope of any such proposed non-trivial professional activities. If the proposed activity involves the teaching at another educational institution of a course related to the member's professional expertise, the member shall obtain the prior written permission of his/her Dean, and such permission shall not be unreasonably withheld;
- 27.01.04** The name of the University and University letterhead shall not be used in such activities unless agreed to in advance by the member's Dean, although nothing shall prevent a member from stating the nature and place of his/her employment, rank, and title in connection with such professional activities, provided that he/she shall not purport to represent the University or to speak for it, or to have its approval, unless such approval has been given in advance in writing by the Dean;
- 27.01.05** Use of University facilities, equipment, supplies, services or other personnel shall require prior written authorization from the member's Dean or from the appropriate administrative officer. Financial arrangements for such use shall be made in advance. University activities shall have priority in the use of such facilities, equipment, supplies, services and personnel;

- 27.01.06 A member engaged in outside professional activities shall hold the University harmless against any loss or damage that the University may suffer from such activities; and,
- 27.01.07 In preparing his/her Annual Report, each member shall include a statement of his/her outside professional activities in the previous year.
- 27.02 If the Dean has cause for concern, he/she has the right to review a member's current or proposed outside professional activities and may require the member to provide information concerning the time devoted to current and past outside professional activities. The Dean shall inform the member in writing of the results of the review and, if necessary, of any corrective action which might be required of the member.
- 27.03 **Non-University Employment**
- If the Dean has cause for concern about a member who is engaged in non-University employment which is not related to his/her area of professional expertise, the Dean has the right to conduct a review as outlined in 27.02. The Dean shall inform the member in writing of the results of the review and, if necessary, of any corrective action which might be required of the member.

ARTICLE 28: APPOINTMENT AND RES ———— IES OF CHAIRS AND DIRECTORS

- 28.01 **Appointment of Chairs in the Faculty of Arts and Science, and Directors and Chairs in the Faculty of Professional Studies**
- 28.01.01 The Chair of a Department or the Director of a School shall be appointed, in writing, by the Board on the recommendation of the President. A Chair or Director shall be a full-time faculty member with academic rank. The appointment shall be for three years or for a specified lesser term acceptable to the President, the appointee, and the Department or School in which the appointee holds his/her academic appointment.
- 28.01.02 Prior to making his/her recommendation to the Board, the President shall obtain a recommendation from the Department in Arts and Science or School in Professional Studies and advice from the Vice-president (Academic) and the Dean.
- 28.01.03 The Department in Arts and Science or the School in Professional Studies may decide, in a formal meeting, either:
- (A) to recommend that the incumbent Chair or Director be reappointed; or,
 - (B) to appoint a Nomination Committee pursuant to 28.01.04 or 28.01.05 with the responsibility of making a recommendation to the Department in Arts and Science or the School in Professional Studies.
- 28.01.04 The Nomination Committee for a Department Chair in Arts and Science or a School Director in Professional Studies shall be composed of:

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

The **structure** of the Nomination Committee may **be altered** by formal **agreement** between the Department or School and the Dean when it is not possible to **fulfill** the numerical requirements of **(A)** above.

28.01.05 The Nomination Committee for a Chair in Professional Studies shall be composed of:

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

28.01.06 The Nomination Committee shall solicit nominations from **members** of the Department or School. If there is an approved vacancy in the Department or School, the Committee may advertise the position of Chair or Director in external publications pursuant to the Appointment procedure in this Agreement. Taking into account **factors** such as academic and administrative competence, the Committee shall **establish** a short list of candidates and shall present **this** list to the members of the Department or School for their comments. A report based on these comments and containing, if possible, at least two names, shall **be** approved by the Nomination Committee and submitted to the Department or School. The Department, or School **shall** vote by ballot to select its candidate from those named in the report of the Nomination committee. The report of the Nomination Committee and the name of the **Department's** or School's candidate shall be submitted to the President.

28.01.07 **If** the President endorses the Department's or School's candidate, **he/she** shall recommend such an appointment to the Board. The President may refuse to endorse the Department's or School's candidate if **he/she** has significant **concerns** about the **candidate's** academic and/or administrative capabilities or about **his/her** ability to work with the Dean or Director in a productive fashion. If the President does not endorse the Department's or School's candidate, **he/she** shall refrain from **making** a **recommendation** to the Board, and **shall** meet with the Department or School to advise it of these concerns prior to its consideration of alternate candidates.

28.01.08 When a temporary vacancy exists due to the absence of the Chair or Director or when a vacancy cannot be filled for bona fide reasons, the President may appoint an Acting Chair or Acting Director for a period of not more than twelve months. The appointment shall be made after consultation with the Vice-President (Academic) and Dean, who shall have consulted with the Department or School. An Acting Chair or Acting Director has all the rights and responsibilities of a Chair or Director.

28.02 **Responsibilities of Department Chairs in Arts and Science and School Directors in Professional Studies**

28.02.01 The Chair or Director provides academic leadership, represents the Department or School, and works to achieve progress and development in all matters affecting the academic life of the Department or School, the Faculty, and the University.

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

The Chair or Director is administratively responsible to the Dean.

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

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

28.03 Responsibilities of Department Chairs in Professional Studies

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

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

The Chair is **administratively** responsible to the Director of the School.

28.03.02 A **Chair** of a Department in Professional Studies shall have the following particular responsibilities:

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

28.04 In recognition of the administrative responsibilities of a Chair or Director, due consideration shall be given to a reduction in **his/her assigned** teaching responsibilities.

28.05 A Chair or Director or Acting Chair or Acting Director may have **his/her** appointment terminated by the Board **for** just cause **on** the recommendation of the President. A statement of non-confidence approved by the Department in Arts and Science or the School in Professional Studies by ballot vote at a formal meeting of the **Department** **or** School chaired by the Dean, shall be considered just cause.

ARTICLE 29: DISCIPLINARY MEASURES

29.01 Discipline of a member shall be only for just cause.

ARTICLE 30: GRIEVANCE AND ARBITRATION

30.01 The parties agree to use every reasonable effort to encourage the informal, amicable, and prompt resolution of grievances arising from the administration, interpretation or application of this Agreement.

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

30.03 **Definitions**

30.03.01 **Academic Status Grievance**

An academic status grievance shall be a dispute or difference arising from a peer evaluation of an **academic** nature and relating to the scholarly qualities and performance of a member. Such a grievance shall be a dispute or difference arising out of the application, interpretation, administration or alleged violation of Article 23 (Renewal of Probationary Appointments), 25 (Tenure), or 26 (Promotion), except where the grievance alleges violation of discrimination under Article 4 or of the procedures established under Articles 23, 25, or 26, in which cases the grievance shall proceed as an ordinary grievance, commencing at Step III.

30.03.02 **Ordinary Grievance**

An ordinary grievance shall be any dispute or difference (**other** than those defined in 30.03.01) arising out of the application, interpretation, administration, or alleged violation of the **provisions** of this Agreement.

30.03.03 **Types of Grievances**

Each formal grievance shall be classified as one of the following and shall not subsequently be reclassified:

- (A) an "individual grievance", which shall be one involving a single member and shall be initiated by the member or by the Association. If the Association initiates an individual grievance, the member concerned must sign the **formal** grievance. An individual grievance shall not proceed beyond Step III of the grievance procedure without the written consent of the Association;
- (B) a "group grievance", which shall be one involving more than one member and which by virtue of this Article can be presented as an individual grievance. It shall be initiated by the Association and shall name the members involved;

- (C) an "Association grievance", which shall be one arising directly between the Association and the Board concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, but which is not an Academic Status Grievance;
- (D) a "Board grievance", which shall be one arising directly between the Board and the Association.

30.04 The following grievances shall be filed at Step III (30.07.03) of this procedure:

- (A) Association grievances
- (B) Board grievances
- (C) Academic status grievance.?
- (D) Individual grievances that involve the dismissal or suspension of a member, or that involve allegations of discrimination or procedural irregularities as described in 30.03.01.

In the above instances, the grieving party shall submit a written grievance to the Board's designated Grievance Officer within fifteen days of the date on which the event(s) giving rise to the grievance occurred, or within fifteen days of the date upon which the grievor knew or ought to have known of the event(s) giving rise to the grievance. Where the grieving party is an individual member, the member shall send a copy of the grievance to the President of the Association. Where the grieving party is the Board, the grievance shall be submitted to the President of the Association. The grievance shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought.

30.05 Time Limits

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

30.06 The contents of Article 1 (Purpose) shall not be made the subject of a grievance.

30.07 Steps of the Grievance and Arbitration Procedure

30.07.01 Step I: Informal Stage

A member should discuss informally a grievance with his/her Dean/Chief Librarian as soon as possible after the date on which the event(s) giving rise to the grievance occurred, or the date upon which the grievor ought to have known of the event(s) giving rise to the grievance. If the grievance is resolved at this stage, the agreed resolution shall, at the discretion of the Dean/Chief Librarian and the member, be put in writing and countersigned by the member.

and the Dean/Chief Librarian. The Dean/Chief Librarian shall forward a copy of any such signed resolution to the Association. Such resolution shall not constitute a precedent to be used against the Board, the Association, or any other member.

30.07.02 **Step II: Formal Stage**

If the informal procedure described at Step I of this Clause is unsuccessful in resolving the dispute or difference, the grievor may present a formal grievance to the Dean/Chief Librarian. A formal grievance shall be in writing signed by the member and shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought. A formal grievance shall be presented within twenty days of the date on which the event(s) giving rise to the grievance occurred or within twenty days of the date upon which the grievor ought to have known of the event(s) giving rise to the grievance. No later than five days following the receipt of the formal grievance, the Dean/Chief Librarian shall meet with the grievor, who shall have the right to be accompanied and officially represented by an Association representative, and the parties shall make every reasonable effort to resolve the grievance. In the event that a resolution is reached, it shall be immediately put in writing and signed by the Dean/Chief Librarian and the grievor. In the event that the Association is not a signatory to the resolution, the Dean/Chief Librarian shall send a copy of the resolution to the President of the Association, but such resolution shall not constitute a precedent to be used against the Board, the Association, or any other member. In the event that no resolution is reached, the Dean/Chief Librarian shall forward in writing to the grievor and to the President of the Association a statement of his/her position within five days of the date of the meeting specified in 30.07.02.

30.07.03 **Step III: Grievance Officer**

If the formal procedure described in 30.07.02 is unsuccessful in resolving the dispute or difference which gave rise to the grievance, or if no response has been received within the time limit, or if the grievance is filed pursuant to 30.04, the grieving party shall submit a written grievance to the Board's designated Grievance Officer within fifteen days from the date of the meeting specified in 30.07.02. Where the grieving party is an individual member, the member shall send a copy of the grievance to the President of the Association. Where the grieving party is the Board, the grievance shall be submitted to the President of the Association.

The grievance shall be in writing, shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, the remedy sought and, if applicable, shall include a statement as to the reason that the disposition of the grievance offered at Step II was unsatisfactory. The Board's Grievance Officer shall be responsible for seeing that a response in writing is submitted to the grievor and to the Association within twenty days of receipt of the grievance. In the meantime, the Board's Grievance Officer, or the President of the Association in the case of a Board grievance, shall convene a meeting of the parties concerned with the grievance.

30.07.04 **Step IV: Arbitration**

In the event ~~that~~ the grievance is not resolved at Step III, the Association or the Board shall **inform** the other party within fifteen days of the receipt of the response of its Intent to proceed to Arbitration.

30.08 Arbitration Procedures

30.08.01 Within five days of receipt of the notice of Intent to proceed to arbitration described in 30.07.04, a representative of the Board and a representative of the Association shall meet to establish an arbitration board to hear and decide the grievance. If the arbitration board is to be comprised of three members, pursuant to 30.08.03, the parties shall name their nominees at this meeting.

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

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

Except as specified in 30.08.03, the foregoing arbitrators shall serve as single arbitrators in rotation according to the order in which they are listed. If an arbitrator is not available within a reasonable period of time, but in any case not to exceed six weeks, the next arbitrator on the list shall be selected, and so on until one of the arbitrators is available. If none of the arbitrators on the list is available **within** the six week period and if the parties do not agree on another arbitrator who is available within six weeks, either party may request the Minister of Labour to appoint an **arbitrator**.

For the next arbitration thereafter the arbitrator whose name appears on the list immediately after that of the last arbitrator selected shall be next in **sequence** of selection. By mutual agreement, the parties may select a listed arbitrator out of **turn**, or select an arbitrator not **on** the list.

No person may be appointed an arbitrator who has been involved in an attempt to negotiate **or** resolve **the** grievance, or who has acted as a member of a panel or committee which has been involved in the case at any level.

30.08.03 Academic Status grievances, as described in 30.03.01, shall be heard by a three member **arbitration** board comprised of a nominee appointed by the Association, a nominee appointed **by** the Board, and a chairman appointed pursuant to 30.08.02.

30.09 30.09.01 The arbitrator or arbitration board shall have the jurisdiction to dispose of a grievance, including whether a grievance is arbitrable, by any arrangement which it deems to be just and equitable. but shall not have the jurisdiction to amend or add to any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms of this Agreement.

- 30.09.02 The decision of the arbitrator or arbitration board shall be final and binding upon the parties. In grievances decided by a three-member arbitration board, the decision of the majority shall be the decision of the arbitration board, and where there is no majority decision, the decision of the chairmen shall be the decision of the arbitration board.
- 30.10 Each party shall bear the fees and expenses of its own nominee to an arbitration board and the parties shall jointly and equally bear the fees and expenses of the chairman. In cases involving a single arbitrator, the costs of the arbitration hearings shall be shared equally by the parties. In both cases, the cost of presenting the case to arbitration shall be borne by the respective parties.
- 30.11 Association Grievance Officers, whose names have been submitted to the Board pursuant to 9.05, shall be entitled to devote a reasonable amount of time to processing grievances so long as there is no interference with the scheduled teaching responsibilities or in the case of librarians, scheduled responsibilities of the Grievance Officer or the members.

ARTICLE 31: LAY-OFF OF MEMBERS FOR FINANCIAL REASONS

- 31.01 Lay-offs of members for financial reasons shall occur only when a bona fide financial crisis exists and only to the extent required to alleviate the crisis. A bona fide financial crisis exists when there has been a substantial financial deficit, which is projected, on the basis of reasonable assumptions, to continue for at least one year, and which threatens the long-term well-being of the University, in particular its academic functions. The onus of proof shall be on the Board to establish that a bona fide financial crisis exists.
- 31.02 When the President has reason to believe that the circumstances described in 31.01 exist and that the lay-off of members is therefore required, he/she shall notify the Association in writing of his/her belief and shall establish a three person Financial Advisory Committee. The Association and the Board shall each appoint one person to the Committee within five days of the above notification. The appointees shall have ten days to agree upon a Chair. If the appointees cannot agree within ten days on a Chair, a Chair shall be appointed pursuant to 30.08.02.
- 31.03 The President shall submit to the Committee a written proposal in which he/she states the justification for believing that a financial crisis, as defined in 31.01 exists, the magnitude, in dollars, of the financial crisis and the remedial actions that he/she considers necessary to meet the crisis, including the dollar amount of the reduction in the budgetary allocation for salaries and benefits of members.
- 31.04 The initial tasks of the Financial Advisory Committee shall be to study the proposal submitted by the President and advise the President on the validity of the crisis and the feasibility of the remedial actions which he/she has proposed. The Committee may make recommendations as to further remedial actions that may be undertaken in addition to, or instead of, those proposed by the President.
- 31.05 The Financial Advisory Committee shall establish its own procedures. The Committee shall have access to available information pertinent to the financial crisis and deemed relevant by the Committee. The Committee may consult with any person or group of persons from inside or outside the University and shall consider any submissions made by the Senate or the Association.

- 31.06** The Committee shall present its report to the President within 30 days of the naming of the Chair. The Committee shall include in its report the dollar amount of the reduction in the salary and benefits budget for members and shall give full and complete reasons for all findings contained in the report. The President shall forward copies of the Committee's report to the Senate and the Association, and these bodies shall have 20 days in which to provide the President with comments. Once the President has received these comments, he/she shall inform the committee in writing whether he/she intends to accept or reject the Committee's report or any part of it, and, if he/she intends to reject any or all of it, shall provide the Committee with the reasons that have led him/her to reject the report.
- 31.07** The Committee shall have 15 days in which to reconsider its report in the light of the President's disagreement and following such reconsideration, shall submit a final report to him/her. After due consideration of the final report of the Financial Advisory Committee, the President shall report to the Board on the University's financial position and shall make his/her final recommendations for meeting the problem, including the lay-off of members. The President may alter or reject the final recommendations of the Financial Advisory Committee for just and sufficient reasons, which reasons shall be included in his/her report to the Board. The President's report shall include copies of the Financial Advisory Committee's final report. Following receipt of the President's report, the Board may declare a financial crisis and, if so, shall specify the amount of reduction in the budgetary allocation for salaries and benefits of members.
- 31.08** If the Board approves the President's recommendation to lay off members for financial reasons, the President shall seek the advice of the Senate on an appropriate distribution of such reductions among the University's Departments/Schools and programs. The Senate shall have 20 days in which to present its advice to the President. Reasonable effort shall be made to distribute the reductions in a manner which permits the University to continue to provide the best academic program possible in the circumstances. If the President has difficulty accepting any aspect of the Senate's advice, he/she shall explain his/her difficulty and shall ask the Senate to reconsider the matter and to provide whatever additional information and/or advice it believes to be relevant within a further 20 days. If the President departs from the Senate's advice in making his/her final recommendations concerning the lay-off of members, he/she shall advise the Senate in writing of his/her reasons for doing so.
- 31.09** Any time limits in this Article may be extended up to a maximum of two months with the written agreement of the parties, and such agreement shall not be unreasonably withheld by either party. In the event the Financial Advisory Committee, the Senate or the Association fails to do any action or to submit any report or comment, as appropriate, within the time limits set out in this Article, the Board shall have the right to proceed without such action, report or comment.
- 31.10** There shall be no increase to the authorized establishment pursuant to 32.01 and there shall be no additional positions created in the administrative or support staffs of the University, from the date the President notifies the Association of his/her belief that a financial crisis exists, pursuant to 31.02 until the Board has determined what action will be taken on the recommendations made by the President pursuant to 31.07. The Board shall have the right to make replacement appointments to any existing academic, administrative or support staff positions that become vacant during this period. The Board shall have the right to make sessional appointments during this period.

ARTICLE 32: LAY- MEMBERS FOR ACADEMIC REASONS

- 32.01 The Board shall determine, for each **Department/School** an authorized staff establishment, being the number of full-time academic staff to which the **University** has made or **is prepared** to make a continuing commitment. The **Board** shall advise Senate at **least** six calendar weeks prior to the meeting at which the authorized establishment is to be determined and shall request Senate's recommendations. The Board, in determining **the** authorized establishment, shall give due consideration to any recommendations made by Senate and shall endeavour to ensure that the authorized establishment reflects the long-term **academic** priorities of the University. The **establishment**, which may differ from the actual number of staff at any particular time, shall be reviewed regularly by the **Board** and may be adjusted. Copies of the authorized establishment shall be sent to the Senate and the Association.
- 32.02 Subject to 32.04, reduction in the actual number of members in any **Department/School** in order to accommodate adjustments to the authorized establishment **shall** take place through attrition, including retirement, death, or resignation, **or** through voluntary redeployment or transfer where the member's **qualifications** meet existing **or** planned requirements, voluntary retraining where practicable to meet existing or planned requirements, or partial leaves.
- 32.03 Lay-offs of members pursuant to this Article shall occur only when **an exceptional** academic reason exists and only to the extent required by that reason. For the purposes of this Article, exceptional academic reasons which would **justify** such adjustments are a significant decrease in course **registrations** in a **Department/School** over a period of at least two years, or a recommendation from Senate to discontinue a program. A program **is** any academic program of studies distinguished by a defined set of requirements **leading** to a degree or diploma. When such exceptional academic circumstances arise, the procedures described in 32.04 to 32.10 shall be implemented, The onus of proof **shall** be on the Board to establish that an exceptional academic reason exists.
- 32.04 When the Board believes that an exceptional academic reason as set out in 32.03 exists and that adjustments to the authorized establishment of a **Department/School** are necessary and the measures 32.02 have not and cannot produce **the** desired reduction in a reasonable period of time, and that the lay-off of members is **therefore** required, the President shall establish a three-person Academic Commission. The **Academic** Commission shall consist of: one person appointed by the President who shall serve as Chair, the Chair of the Senate Academic Committee, and, one person appointed by the Association. The Academic Commission shall establish its own procedures, and shall have access to available information pertinent to the academic problem and deemed relevant by the Commission. The Commission may consult with any person or group of persons from inside and outside the University, and shall consult with any **Department/School** concerned.
- 32.05 The Academic Commission shall examine the academic reasons for and the extent of the problems giving **rise** to the situation, and shall present a preliminary report to the President, with copies at the same time to the Senate and the Association, within thirty days of the date on which its **establishment** was announced by the President. The **Preliminary report** shall contain the **results** of the Commission's examination and recommendations on both short- and long-term actions which might be appropriate, together with the academic consideration on which the recommendations are based. The report shall include recommendations on any immediate actions that can be taken that do not involve the lay-off of members. The Senate and the Association shall have twenty days in which to provide the Commission and the President with comments on the report and its implications.

- 32.06** Following receipt of comments from the Senate and the Association, the Academic Commission shall prepare a final report within twenty days, making such detailed recommendations as seem appropriate to the Academic Commission, including recommendations, if necessary, on the number of any lay-offs in the Department/School concerned, and commenting upon the extent and nature of the potential impact, if any, of the recommendations on the academic programs of the University. The Commission may also include a recommendation to vary the seniority list in accordance with the criteria described in 33.01. The Academic Commission shall include in its report the reasons for its recommendations and any supporting documents which are appropriate. The report shall be submitted to the President with a copy at the same time to the Senate and the Association. The Senate and the Association shall have twenty days in which to provide the President with comments on the final report.
- 32.07** After due consideration of the final report of the Academic Commission the President shall make his/her final recommendations to the Board, including the lay-off of members. The President may alter or reject the final recommendations of the Academic Commission for just and sufficient reasons, which reasons shall be included in his/her report to the Board. The President's report shall include copies of the Academic Commission's final report. Following receipt of the President's report, the Board may lay off one or more members for academic reasons.
- 32.08** Layoff for academic reasons shall not occur until all reasonable alternative means of making the necessary reduction (as described in 32.02) have been considered and implemented as far as is reasonably practicable.
- 32.09** Any time limits in the Article may be extended up to a maximum of two months with the written agreement of the parties, and such agreement shall not be unreasonably withheld by either party. In the event the Academic Commission, the Senate or the Association fails to do any action or to submit any report or comment, as appropriate, within the time limits set out in this Article, the Board shall have the right to proceed without such action, report or comment.
- 32.10** The Board shall have the right to make appointments to the academic, administrative, or support staffs in the period of time from the date the President announces the appointment of the Academic Commission until the Board has determined what action will be taken on the recommendations made by the President pursuant to 32.07. When making an appointment during this period, the Board shall invite applications from members in the affected Department/School before advertising externally, and, subject to subsisting collective agreements, shall give preference to such a member who applies and who is or can reasonably become qualified to meet the requirements of the vacant position. No appointment(s) shall be made in the affected Department/School during this period of time.
- 32.11** For the purposes of this Article, a reasonable period of time for a member to become qualified to fill a position in the bargaining unit shall be no more than one year, and no more than three months for a position outside the bargaining unit.

LAY-OFF (LIBRARIANS)

- 32.12** Lay-off of members pursuant to this Article shall occur only for the following reasons:
- (A) financial reasons - lay-offs of members for financial reasons shall occur only when a bona fide financial crisis exists and only to the extent required to alleviate the crisis. A bona fide financial crisis exists when there has been a substantial deficit, which is projected, on the basis of reasonable assumptions, to continue for at least one year, and which threatens the long-term well-being of the University, in particular its academic functions. The onus of proof shall be on the Board to establish that a bona fide financial crisis exists; or
 - (B) exceptional operating circumstances - lay-off of members for exceptional operating circumstances shall occur only to accommodate a major and continuing organizational restructuring of the Library operations. The onus of proof shall be on the Board to establish the need for a major and continuing organizational restructuring of the Library operations.

The procedures described in 31.02 - 31.10 shall be implemented in the financial circumstances described above in 32.12(A). The procedures described in 32.13 to 32.19 shall be implemented in the exceptional operating circumstances described in 32.12(B).

- 32.13** When the Board believes that an exceptional operational circumstance as set out in 32.12(B) exists and that the lay-off of members is therefore required, the President shall establish a three person Library Advisory Committee. The Library Advisory Committee shall consist of the Chief Librarian, the President of L.U.F.A. or his/her designate, and one member named by the President. The Committee shall establish its own procedures, and shall have access to any and all available information pertinent to the exceptional operational circumstance and deemed relevant by the Committee. The Committee may consult with any Person or group of persons from inside and outside the University, and shall consult with the professional librarians.
- 32.14** The Committee shall examine the exceptional operational reasons for and the extent of the problems giving rise to the circumstance. The Committee shall make such detailed recommendations as seem appropriate on both short- and long-term actions which might be needed, on the number of lay-offs, and on any immediate actions that can be taken that do not involve the lay-off of members. It shall comment upon the extent and nature of the potential impact, if any, of the recommendations on the academic programs of the University. The Committee shall include in its report the reasons for its recommendations and any supporting documents which are appropriate. The report shall be submitted to the President, and a copy shall be given to the Association, within twenty days of the date on which its establishment was announced by the President. The Association shall have fifteen days in which to provide the President with comments on the Committee's report.
- 32.15** After due consideration of the final report of the Committee, the President shall make his/her final recommendations to the Board, including the lay-off of members. The President may alter or reject the final recommendations of the Library Advisory Committee for just and sufficient reasons, which reasons shall be included in his/her report to the Board. The President's report shall include copies of the Committee's report. Following receipt of the President's report, the Board may lay off one or more members.

- 32.16 Lay-off of members for an exceptional operational circumstance shall not occur until all reasonable **alternative** means of **making** the necessary reduction (including early retirement, partial **leaves**) have been **considered** and implemented as far as is reasonably practicable.
- 32.17 Any time limits in this Article **may** be extended up to a maximum of one month with the written agreement of the parties, and such agreement shall not be unreasonably withheld or requested by either **party**. In the event the Association fails to do any action or to submit **any** comment within the time limits set out in this Article, the Board shall have **the** right to proceed without such action **or** comment.
- 32.18 The Board shall have the right to make appointments to the academic, administrative, or support staffs in the period of time from the date the President announces the appointment of the Library Advisory Committee **until** the Board has determined what action will be taken on the recommendations made by the President pursuant to 32.15. When **making** an appointment during this period, the Board shall invite applications from members before advertising externally, and shall give preference, subject to collective agreements, to such a member who applies and who is or can reasonably become qualified to meet the requirements of the vacant position. **No** **appointment(s)** of professional librarians shall be made in the Library during this period of time.
- 32.19 For the purposes of this Article, a reasonable period of time for a member to become qualified to fill **a** position outside the bargaining unit shall be no more than three months.
- 32.20 Members shall be laid off in reverse order of date of hire within the following sequence:
- (A) first, members on part-time appointment;
 - (B) second, members on limited term appointment;
 - (C) third, members on probationary appointment; and
 - (D) fourth, members on continuing appointment in rank sequence, **i.e.** commencing with Librarian 1.
- 32.21 For purposes of this Article, date of hire is established by **the** date upon which current uninterrupted employment commenced in a position with librarian rank. Current uninterrupted employment is not affected by leave taken in accordance with provisions of this Agreement. If two or more members have the same date of hire, the order of lay-off shall be determined by the number of years since the granting of a member's first degree, those with a lower number being laid off **prior** to those with a higher number. Failing a distinction, the order of lay-off shall be determined by lot.
- 32.22 Members being laid off shall be given written notice as follows:
- (A) members on part-time appointments shall be given notice in accordance with the Employment Standards Act;
 - (B) members on limited term appointment shall be given one month's notice; notwithstanding the foregoing, term employment shall cease on the date stated in **the** letter of appointment if that date is prior to the expiration of the one month's notice in writing;

- (C) members on probationary appointment shall be given two months' notice in writing; and
- (D) members holding **continuing** appointments shall be given four months' notice in writing.

- 32.23 At the Board's discretion, members being laid off may be given payment in lieu of notice.
- 32.24 Members with **continuing** appointments who **are at least forty years of age**, who have **at least six years of current continuous full-time service** with the University, and for **whom** the sum of their age plus **their years of service** is at **least fifty-five** shall be exempt from lay-off until all other lay-off procedures provided for in this Article have been completed.
- 32.25 The President shall notify in writing each member who **is** being laid off and shall state the reason for the lay-off pursuant to this Article.
- 32.26 Laid-off Librarian members shall retain their recall rights as provided for in **32.27** and shall receive written notice of all vacancies **being** filled in the Library, in academic positions and in administrative **positions** at Grade **7** or above in the University, within that period, such notice to be mailed to **the** member's last known address. The member is **responsible** for keeping the University informed of **his/her** current address.
- 32.27 A laid-off librarian member shall have the right of first refusal following the day of layoff for any vacancy in the **bargaining** unit which **was** filled prior to the vacancy by a librarian member for the following periods of time as appropriate:
- (A) continuing librarian members with six years or more of service, for a period of four years;
 - (B) continuing members **with** less than six years of service, **three** years;
 - (C) probationary librarian members, **one year**.
- 32.28 The order of right to recall shall be the reverse of the order of lay-off.
- 32.29 A laid-off member shall have one month from the date the offer of re-employment is made, as provided for in **32.26** and **32.27** to indicate acceptance thereof, and shall have up to three months from the date the offer is made to take up the position.
- 32.30 Any member who rejects an offer of a librarian position in the **bargaining** unit made pursuant to this Article or who fails to respond within the one month provided for **in 32.29** or who informs the University that **he/she** is no longer interested in re-employment with the University shall have forfeited all further rights accorded laid-off members.
- 32.31 A member who, pursuant to **32.18 and/or 32.19**, accepts employment in the University in an area other than the Library shall **retain** the full **right** of first refusal for any librarian position in the bargaining unit.
- 32.32 While subject to recall, laid-off members shall have the right to use the Library and such other specific University facilities as may reasonably be made available. In addition, such a member who is not employed on a full-time basis elsewhere may elect to continue coverage

in the insured benefit Plans at the member's expense and in accordance with the provisions of the plans until he/she is no longer eligible for recall.

- 32.32** All laid-off members and their dependents and spouses shall have the right to tuition waiver in the University for the recall period, or until alternate employment is secured, whichever comes first.
- 32.33** If recalled, laid-off members shall retain seniority, appointment status, and rank rights as at the time of lay-off.
- 32.34** Lay-off shall not be treated, described, or recorded as dismissal for cause.

ARTICLE 33: PROCEDURE FOR LAY-OFF OF FACULTY PURSUANT TO ARTICLES 31 AND 32

33.01 Within Departments or Schools which have been identified pursuant to the procedures outlined either in Article 31 or Article 32 members shall be laid off in the following order:

- (A) first, members of limited-term appointment;
- (B) second, members on probationary appointment, in reverse order of hire; and,
- (C) third, tenured members or continuing members, as appropriate, in reverse order of date of hire.

33.02 For purposes of this Article, date of hire is established by the date upon which current uninterrupted employment commenced in a position with academic rank. Current uninterrupted employment is not affected by leave taken in accordance with provisions of this Agreement. If, within a Department/School two or more members have the same date of hire, the order of lay-off shall be determined by the number of years since the granting of a member's first degree, those with a lower number being laid-off prior to those with a higher number. Failing a distinction, the order of lay-off shall be determined by lot.

33.03 In order to preserve the primacy of the University's academic function, the sequence of lay-offs outlined in 33.01 may be varied. Any variation of the sequence of lay-offs shall be done only for bona fide academic reasons when the academic program of the affected Department/School can no longer be offered except with a variation. If the Dean believes the sequence of lay-offs outlined in 33.01 should be varied, he/she shall inform the Association and the member(s) in writing, stating what the specific variation he/she believes is necessary and the reason why the academic program of the affected Department/School is best served by the variation.

33.04 Members being laid off for reasons of financial crisis will be given written notice as follows:

- (A) members on term appointments shall be given three months' notice in writing; notwithstanding the foregoing, term employment shall cease on the date stated in the letter of appointment if that date is prior to the expiration of the three months' notice;
- (B) members on a probationary appointment shall be given six months' notice in writing; and,

- (C) **members** holding tenured or continuing appointments shall be given six months' notice in writing.

33.05 Members being laid off for academic reasons will be given written notice as follows:

- (A) members on term appointments shall be given three months' notice in writing; notwithstanding the foregoing, term employment shall cease on the date stated in the letter of appointment if that date is prior to the expiration of the three months' notice;
- (B) members on a probationary appointment shall be given six months' notice in writing; and,
- (C) members holding tenured or continuing appointments shall be given six months' notice in writing.

33.06 At the Board's discretion, members being laid off may be given payment in lieu of notice.

33.07 In addition to the notice or payment in lieu of notice described in **33.04** and **33.06** above,

- (A) a faculty member holding a first probationary appointment who is laid off shall receive a termination allowance equal to six months' salary (at his/her salary rate at the time of termination);
- (B) a faculty member holding a second probationary appointment who is laid off shall receive a termination allowance equal to twelve months' salary (at his/her salary rate at the time of termination); and,
- (C) a member holding a tenured or continuing appointment who is laid off shall receive a termination allowance equal to one month's pay (at his/her salary rate at the time of termination) for each completed year of service, to a minimum allowance of the equivalent of fifteen months' salary and to a maximum of twenty months' salary.

33.08 In addition to the notice or payment in lieu of notice described in **33.05** and **33.06** above.

- (A) a faculty member holding a first probationary appointment who is laid off shall receive a termination allowance equal to nine months' salary (at his/her salary rate at the time of termination);
- (B) a faculty member holding a second probationary appointment who is laid off shall receive a termination allowance equal to fifteen months' salary (at his/her salary rate at the time of termination); and,
- (C) a member holding a tenured or continuing appointment who is laid off shall receive a termination allowance equal to one month's pay (at his/her salary rate at the time of termination) for each completed year of service, to a minimum allowance of the equivalent of twenty-four months' salary and to a maximum of thirty months' salary.

33.09 Members with tenured or continuing appointments who are at least forty years of age, who have held for at least six years a current continuous full-time appointment with the

University, and for whom the sum of their age plus their years of current continuous full-time appointment with the University is at least fifty-five, shall be exempt from lay-off until all other lay-off procedures provided for in this Article have been completed.

- 33.10** The President shall notify in writing each probationary member recommended for lay-off and each tenured or continuing member recommended for lay-off. In both cases the notice of lay-off shall state the reasons for the lay-off pursuant to Article 31 or Article 32.
- 33.11** Laid-off members shall retain their recall rights as provided for in 33.12 and shall receive written notice of all vacancies being filled in academic positions and in administrative positions at Grade 10 or above in the University within that period, such notice to be mailed to the member's last known address. It is the member's responsibility to keep the University informed of his/her current address.
- 33.12** A laid-off member shall have the right of first refusal following the date of lay-off for any vacancy in his/her Department/School unless the Board can demonstrate that the post is so specialized that it cannot be filled by the laid-off member or by an rearrangement of duties within the member's Department/School for the following periods, as appropriate:
- (A) tenured and continuing members, for a period of four years;
 - (B) members in a second probationary appointment, for a period of three years; and,
 - (C) members in a first probationary appointment for a period of two years.
- 33.13** The order of right to be recalled shall be the reverse of the lay-off.
- 33.14** A laid-off member shall have one month in which to accept an offer of re-employment as provided for in 33.11 and 33.12 and shall have up to nine months to terminate other employment in order to take up a position in the bargaining unit, and up to three months in order to take up a position that is not in the bargaining unit.
- 33.15** When accepting a recall, a member shall be required, as a condition of recall, to repay any termination payments (not including any payment received in lieu of notice) which exceeds what his/her salary would have been for the period he/she continued to occupy his/her former position.
- 33.6** Any member who rejects an offer of a position as provided for in 33.12 or who fails to respond within the one month provided for in 33.14 or who informs the University that he/she is no longer interested in re-employment with the University shall have forfeited all further rights accorded laid-off members.
- 33.7** A member who, pursuant to 33.11, accepts employment in the University in an area other than his/her original Department/School shall retain the full right of first refusal for any position in that original Department/School.
- 33.18** While subject to recall, laid-off members shall have the right to use the Library and such other specific University facilities as may reasonably be made available. In addition, such member who is not employed on a full-time basis elsewhere may elect to continue coverage in the insured benefit plans at the member's expense and in accordance with the provisions of the plans until he/she is no longer eligible for recall.

- 33.19** All laid-off members and their dependents and spouses shall have the right to tuition waiver in the University for the recall period, or until alternate employment is secured, whichever comes first.
- 33.20** laid-off members shall retain seniority, tenure and academic rank rights as at the time of lay-off after accepting reappointment at the University.
- 33.21** Lay-off shall not be treated, described, or recorded as dismissal for cause.

ARTICLE 34: RETIREMENT, RESIGNATION, AND CLEARANCE UPON TERMINATION

34.01 Retirement

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

34.02 Early Retirement

A member who has not attained his/her 56th birthday may apply for early retirement by giving six months' notice in writing to his/her Dean/Chief Librarian. Early retirement in such cases shall be granted at the discretion of the Board. A member who is at least 55 years of age or who has twenty-five years of service to the University, may elect to retire early, but must give six months' notice in writing to his/her Dean/Chief Librarian. The effective date of such retirement shall be June 30th.

34.03 Partial Early Retirement (effective July 1, 1994)

- (A) Members may give notice of intention to partially retire to the Dean/Chief Librarian by July 1st in any year with the partial retirement to commence on June 30th following. For the first year of this agreement only, members may give their intention to retire by January 1, 1994.
- (B) A notice of intention to partially retire is irrevocable unless cancellation is mutually agreeable to the Member and the Dean/Chief Librarian.
- (C) Members must have attained the age of 55 years on July 1st in the year commencing partial retirement.
- (D) Members must have 15 years of full-time service with Lakehead University.
- (E) The terms of partial retirement are subject to agreement between the member and the Dean/Chief Librarian and shall be set out in writing and approved and signed by the member and the Vice-President (Academic). No member shall be forced to accept partial retirement.
- (F) The workload of members on partial retirement shall be composed primarily of teaching/appropriate library duties. The normal teaching load of a member on partial retirement shall consist of two-thirds of a full teaching load. The normal period of library duty shall consist of two-thirds of full-time duty as arranged to the mutual agreement of the member and the Chief Librarian.

- (G) The reduction in salary shall be commensurate with the reduction in workload. That is, if a member takes a normal reduction of one-third of full workload, he/she shall take a reduction of one-third of full salary.
- (H) Members on partial retirement shall maintain their status as members of the bargaining unit, and shall be entitled to benefits based upon actual salary as it applies to particular benefits, and to sharing the premium cost on other benefits in proportion to their reduced salary.

34.04 Resignation

A faculty member may resign effective June 30th of any year by giving five months' written notice to his/her Dean. A member who is a department head in the Library may resign effective the end of any month by giving two (2) months' written notice to the Chief Librarian. Other members in the Library may resign effective the end of any month by giving one (1) month's written notice to the Chief Librarian. A member who has given notice of resignation shall not be entitled to any leave beyond the effective date of his/her resignation. Requirements with respect to the effective date of the resignation and/or length of notice may be waived by mutual agreement between the member and the Board.

34.05 Clearance Upon Termination

Upon termination of employment the member's final salary payment shall be made on the last day of the month concerned or as soon thereafter as all financial and material obligations of the member to the University are fulfilled. Such obligations include: submission of students' final marks; return of keys, library books, audio/visual and other equipment; reimbursement for goods and services; submission of travel expense reports and the reimbursement of outstanding travel advance balances; and, fulfillment of all contractual obligations to the Board pursuant to this Agreement and/or any other contract which exists between the member and the Board.

ARTICLE 35: SALARIES

35.01 Regular Salary

- 35.01.01** Regular Salary is the annual salary rate of a member engaged in full-time employment with the University excluding any stipends and/or payments for overload teaching or in the case of a librarian for overtime work. The salary of a member employed on a full-time basis for less than an academic year shall be pro-rated on the basis of his/her Regular Salary. The salary of a member who is on leave pursuant to Article 37 shall be pro-rated on the basis of his/her Regular Salary.
- 35.01.02** Regular Salaries shall be adjusted annually, and the adjusted salaries shall take effect as of July 1st. Salary adjustments for individual members shall include some or all of the following components:
 - (A) a scale increment;
 - (B) a career development increment;
 - (C) a merit increment; and,
 - (D) an anomaly adjustment.

35.01.03 The scale increment shall be a **percentage** increase applied to the salary floor of each rank, to the ceiling of each Librarian rank, and to the Regular Salaries of all members within the rank.

35.01.04 A career development increment (CDI) shall be awarded **annually** for satisfactory performance of a full-time faculty member's responsibilities. Satisfactory performance for full-time faculty member~~s~~ shall be **measured** against the criteria by rank **established** in Article **26**. One-half or all of a CDI may be **withheld** if a member's performance **of his/her responsibilities has been** unsatisfactory. The first withholding **shall** be for one-half of **the** CDI. **Any** decision to withhold one-half or one CDI shall be a reflection of real concern about **the** performance and **professional** development of the member concerned and shall constitute disciplinary action.

The decision to withhold one-half or one CDI shall be made by the President after consultation with the Vice-President (Academic) and Dean, who shall have discussed the matter **with** the member's Chair (Arts and **Science**)/**Director** (Professional Studies) unless **he/she** is the member concerned, or in the case of a librarian, with the member's department head **unless the** head is the member concerned.

The President shall advise the member in writing of the reason for the withholding. The President **shall** advise the Association in writing of the number of members who have had one-half or all of the CDI withheld.

35.01.05 A merit increment may be awarded for exceptional performance in teaching, research, professional service, or other scholarly activities, or outstanding involvement in departmental, Faculty, Library or **University** affairs. **Exceptional** performance for faculty members will be recognized when the faculty member's contribution to teaching, research and other scholarly **activities** is clearly beyond the **measurement** for satisfactory performance as described in Article **35.01.04**. A merit increment for members shall be in the form of an additional Career Development Increment to be included in the member's Regular Salary.

Consideration for a merit increment may be initiated by **the** member, by **his/her** department head, Chair, Director, **Dean/Chief** Librarian, by the Vice-President (Academic), or by the President.

Ten percent (rounded to the next higher whole number) of the full-time tenured members in each Faculty shall be awarded merit increments in each year. Subject to the **availability** of funds in **35.04**, **35.06** and **35.08**, ten percent (10%) (rounded to the next higher whole number) of full-time Librarians holding continuing appointments **may** be awarded merit increments in each year.

No person is **eligible** to receive a merit Increment in two successive years.

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

The President shall advise the member in writing of the award of a merit increment and of the reason for the award, and shall advise the Association in writing of the members receiving merit increments and the reason for each award.

- 35.01.06 An Anomaly Fund shall be established for adjustments to correct individual salaries which are anomalously low with respect to salaries paid to members with comparable qualifications and experience (Internal Anomalies), or to adjust individual salaries which are anomalously low with respect to salaries paid to individuals of comparable qualifications and experience at other Ontario universities [External Anomalies]. The amount allocated for such adjustments shall be equal to or multiples of \$500 added to the member's Regular Salary. Discrepancies between salaries that are the result of the normal functioning of salary policy, e.g. withheld increments, award or non-award of merit increments, leaves without pay, promotions, and the like, shall not be considered anomalous.

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

- 35.01.07 When a member is promoted to a higher rank, his/her total salary increment for that year shall be the greater of:

- (A) the amount required to raise the salary to the floor of the new rank; or
(E) the increase which would have been received without promotion plus one additional career development increment. The value of the career development increment referred to here shall be

Associate Professor	\$2,160
Assistant Professor	\$1,550
Lecturer	\$1,325

- 35.01.08 When a librarian member is promoted pursuant to Article 33, or when a member is promoted to Librarian III pursuant to 20.07.03 and has successfully completed his/her trial period, he/she shall receive a salary adjustment which is the greater of:

- (A) the amount required to raise the salary to the floor of the new rank; or
(B) an amount equal to the Career Development Increment appropriate for the member's former rank. The value of the career development increment referred to here shall be

Librarian III	\$1,250
Librarian II	\$1,030
Librarian I	\$ 965

35.01.09 For each rank there shall be a salary ceiling, which shall be determined each year as follows:

- (A) for the rank of professor, 2.5 times the floor of the Assistant Professor rank;
- (B) for the rank of Associate Professor, 2.25 times the floor of the Assistant Professor rank;
- (C) for the rank of Assistant Professor, the floor of the Professor rank; and
- (D) for the rank of Lecturer, the floor of the Associate Professor rank.

No faculty member's salary shall exceed the ceiling for his/her rank, except a member who is a Professor may exceed the ceiling of his/her rank as a result of a merit increase pursuant to Article 35.01.05.

For each Librarian rank there shall be a minimum and a maximum salary, and no member shall be paid less than the minimum nor more than the maximum.

35.01.10 Members' salaries shall be paid semi-monthly effective July 1st, 1992.

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

35.02.01 For each full-time equivalent credit course, except a Distance Education course, taught by a full-time member on an overload basis, pursuant to 16.02.02 or 16.02.12 or by a member who is a Sessional Lecturer, he/she shall receive a total payment (including vacation pay) equal to seventeen percent of the Assistant Professor's floor. For teaching a credit course which is less than a full-time equivalent, a member shall receive a pro-rated payment.

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

35.02.03 Development and/or delivery of a distance education course normally shall be part of a member's teaching assignment pursuant to 16.02.01 but may be a combination of such an assignment and overload. Notwithstanding 16.02.01, the Dean shall not assign development or delivery of a distance education course as part of a member's teaching responsibilities without his/her prior consent. Such consent shall not be withheld unreasonably. Development of a distance education course may occur over more than one year.

When the development and/or delivery of a distance education course is undertaken on an overload basis pursuant to 16.02.02 or 16.02.12 or by a

member who is a Sessional Lecturer, **he/she shall** receive a total payment (including vacation pay) of:

- (A) Seventeen percent of the Assistant Professor floor for work to develop a distance education course where the work is equivalent to **teaching one** course by normal teaching methods.
- (B) **For** delivery, 4.5% of the Assistant Professor floor plus \$130 per student over **10** students to a maximum of 17% of the Assistant Professor floor.

35.03 **Stipends for Chairs and Directors**

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

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

35.03.02 An Acting Chair or Acting Director appointed pursuant to 29.01.08 shall receive the stipend in lieu of the **Chair/Director** for each full month served in excess of the first month.

35.03.03 **Stipends for Acting Appointments**

A librarian member who, in addition to his/her normal duties, is formally assigned a temporary position which continues for more than twenty (20) consecutive working days, excluding replacement for normal annual vacation (as in 36.04.01), shall receive a stipend for the period in excess of twenty (20) working days based on the **following** rates:

- (A) for **filling** a vacant Librarian position **resulting** from illness, **maternity/parental leave, resignation** or leave of absence, \$300 per month in 1990/91, \$300 per month in 1991/92, \$350 per month in 1992/93;
- (B) for serving as Acting Department Head, \$400 per month in 1990/91, \$400 per month in 1991/92, \$450 per month in 1992/93; and

(C) for serving as Acting Chief Librarian, \$600 per month.

For (A) above, when more than one member is assigned a part of the responsibilities of the vacant position, the stipend shall be apportioned accordingly by the Chief librarian.

35.04 Salary Adjustments from July 1, 1993 to June 30, 1996 for Faculty Members on Staff as of June 30, 1993

35.04.01 The scale increment shall be 0% plus 0% of the ~~percentage~~ increase in the all items Consumer Price Index for Canada (CPI) for the twelve-month ~~period~~ ending April 30, subject to ~~limitations~~ as set forth in the 1990/93 collective agreement.

35.04.02 The Career Development Increment shall be:

(A)	Professor	\$0.00
(B)	Associate Professor	\$0.00
(C)	Assistant Professor	\$0.00
(D)	Lecturer	\$0.00

35.04.03 A special adjustment shall be added to all regular salaries January 1, based upon the following determination. For the 1993/96 period, this adjustment shall be \$0.00.

(A) Using Statistics Canada Data -Table 1 to determine the average salary by rank at January 1, for each of the following universities: Brock, Carleton, Guelph, Laurentian, McMaster, Ottawa, Queen's, Trent, Laurier, Waterloo and Western.

(B) Calculate the average salary, by rank, of the universities noted in (A).

(C) For each rank, calculate the difference between the Lakehead University average salary for that rank and the average for that rank determined in (B) above.

(D) For each rank, calculate the percentage that the difference in (C) is of the Lakehead University average for that rank.

(E) Each member shall receive an adjustment to his/her regular salary of 1/2 of the percentage (if positive) as determined in (D) above for his/her rank, subject to a maximum of 0.0%.

35.04.04 A merit fund of \$0.00 shall be established for distribution pursuant to 35.01.05.

35.04.05 An anomaly fund of \$0.00 shall be established for distribution pursuant to 35.01.06.

35.04.06 Notwithstanding 35.01.03 the 1993/96 floors and ceilings shall be

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

35.05 **Salary Adjustments from July 1, 1993 to June 30, 1996 for Librarian Members on Staff as of June 30, 1992**

35.05.01 (A) The scale increment shall be 0% plus 0% of the percentage increase in the ~~all items~~ Consumer Price Index for Canada (CPI) for the twelve-month period ending April 30, subject to limitations as set forth in the 1990/93 collective agreement.

(B) A special adjustment of 0.00% of the member's previous June 30th salary shall be effective January 1st.

35.05.02 The Career Development Increment shall be:

(A)	Librarian IV	\$0.00
(B)	Librarian III	\$0.00
(C)	Librarian II	\$0.00
(D)	Librarian I	\$0.00

35.05.03 A merit fund of \$0.00 shall be established for distribution pursuant to 35.01.05.

35.05.04 An anomaly fund of \$0.00 shall be established for distribution pursuant to 35.01.06.

35.05.05 The 1993/96 floors and ceilings shall be:

(A)	Librarian IV	\$46,800 - \$71,000
(B)	Librarian III	\$40,915 - \$65,255
(C)	Librarian II	\$35,025 - \$48,640
(D)	Librarian I	\$31,840 - \$33,810

35.05.06 The hourly rates for members employed on a part time basis pursuant to 13.02 shall be:

(A)	Librarian III	\$22.48
(B)	Librarian II	\$19.24
(C)	Librarian I	\$17.49

ARTICLE 36: EMPLOYMENT BENEFITS

For the period July 1, 1993 to June 30, 1996, the benefits provided hereunder will be those in effect on June 30, 1993.

36.01 **Pension and Benefits**

- 36.01.01 As a condition of employment, each full-time member, unless specifically exempted by legislation or regulation, shall enroll and participate in:
- (A) the University Supplemental Group Medical Benefits Plan;
 - (B) the University Group Life Insurance plan, to a maximum of \$250,000 coverage.
 - (C) the University Long Term Disability Insurance Plan;
 - (D) the University Pension Plan;
 - (E) the University Dental Plan, including coverage for crowns and bridges; and
 - (F) the University Vision Care plan.
- 36.01.02 The Board shall pay one hundred percent of the applicable premium costs for a member's coverage under the plans specified in 36.01.01 (A), (B), (E) excluding crowns and bridges, and (F) and the member shall pay one hundred percent of the applicable premium costs for his/her coverage under 36.01.01 (C). The Board shall pay fifty percent of the additional premium cost for crowns and bridges with a \$1,500 maximum coverage per year.
- 36.01.03 The Board shall contribute to the integrated University Pension (or to the Ontario Teacher's Superannuation Plan for faculty members who as of June 30, 1985 were employed by the Board and enrolled in that plan) and Canada Pension Plans an amount which is at least equal to the total of the required contributions made each year by all members.
- 36.01.04 The Board shall provide under separate cover (a booklet entitled "Employee Benefit Plans for Professional and Administrative Staff") a brief summary of the principal features of all current employee benefits available to members.
- 36.01.05 Members shall be notified in writing of any non-trivial amendments to the current plans referred to in 36.01.01 (A), (B), (C), (D), (E) and (F).
- 36.01.06 Retired members beyond the age of 65 shall have the right to remain enrolled in plans (A) and (E) as of June 30, 1991. The retired member shall pay one hundred percent of the premium costs for his/her coverage under 36.01.01 (A) and (E).
- 36.01.07 In the event that any of the foregoing health and medical plans for any reason becomes unavailable or is discontinued, the Board shall continue to contribute toward the premium for any health or medical plans substituted therefor sums of money equivalent to those being paid at the date of such unavailability or discontinuance.

36.02 **Statutory Holidays**

- 36.02.01 The Board recognizes the following as paid holidays: New Year's Day; Good Friday; Easter Monday; Commonwealth Day; Dominion Day; Civic Holiday; Labour Day; Thanksgiving Day; Christmas Day; Boxing Day; and, three days in conjunction with the Christmas Holiday period as designated by the Board.

36.03 **Vacations**

- 36.03.01 In addition to the statutory holidays, each member is entitled to the equivalent of four weeks' vacation after eleven months of service, five weeks' vacation after seventeen years of service, and annually thereafter. The member shall be paid during such vacations but there shall be no remuneration in excess of the annual salary in the event a member chooses to work through all or part of his/her vacation period. Entitlement to such annual vacation shall not be cumulative and shall expire with the end of the academic year in which the entitlement was earned. The Dean may for academic reasons approve the carry over into another academic year of part of the vacation. Such approval shall not be unreasonably withheld.
- 36.03.02 After consultation with his/her Chair (Arts and Science)/Director (Professional Studies) and provided the Dean is notified in advance of the vacation periods, a member may take his/her annual vacation at any time which does not coincide with a period in which he/she has undertaken a particular responsibility such as teaching or counselling students.
- 36.03.03 Vacation entitlement shall not be redeemable for its monetary value except in the event of death in which case the value of such entitlement shall be paid on a pro-rated basis of unused credits for the current year.

36.04 **Vacations (Librarians)**

- 36.04.01 Each member earns vacation entitlement at the rate of 1.67 days per full month worked (20 days per year). A member having completed seventeen (17) years of service earns vacation entitlement at a rate of 2.083 days per full month worked (25 days per year).
- 36.04.02 The member will be paid during the vacation periods but there shall be no remuneration in lieu of vacation in the event that the member selects not to take his/her vacation entitlement.
- 36.04.03 Vacation entitlement may be accumulated to a maximum of thirty (30) days.
- 36.04.04 A member may use his/her vacation entitlement at any time during the year provided that he/she gives reasonable notice to the Chief Librarian and such vacation does not unduly interfere with the normal functions of the Library or the member's normal duties.
- 36.04.05 Vacation entitlement shall not be redeemable for its monetary value except in the event of death in which case the value of such entitlement will be paid on a pro-rated basis of unused credits for the current year.

36.05 Moving Expenses

- 36.05.01 The Board shall continue its policy on Moving and Travel Allowances for Newly-Appointed Faculty and Staff Members, which is designed to assist full-time members with the payment of necessary moving and travel expenses incurred in their relocation to Thunder Bay.
- 36.05.02 Copies of the policy, which describes the acceptable types of expenses and allowable maxima, are available from the Department of Human Resources upon request.

36.06 Waiver of Tuition

- 36.06.01 It is the policy of the Board to assist members in meeting educational expenses for members, their spouses and dependents attending Lakehead University.
- 36.06.02 A full-time member, his/her dependent as defined in the Board of Governors' Tuition Waiver Policy approved September, 1991 or the spouse of a member with a full-time appointment, who enrolls in a regularly scheduled University course for academic credit will have one hundred percent (100%) of the applicable tuition fee waived, but will be responsible for all incidental (i.e. lab, field trip, etc.) and activity fees related to that course. A member with an appointment as a Sessional Lecturer who enrolls in up to a maximum of two (2) regularly-scheduled University full-course equivalents offered for academic credit in the combined Fall/Winter and/or the Spring/Summer term Immediately following the period of appointment shall have fifty percent of the applicable tuition fee waived. Such member, whether full-time or Sessional, shall be responsible for all incidental (i.e. lab, field trip, etc.) and activity fees related to that course.
- 36.06.03 In order to obtain a waiver of tuition fees a member must complete the appropriate application form and obtain authorization from his/her Dean/Chief Librarian.
- 36.06.04 Waiver of tuition is available only once for any particular course. When a course is repeated, the full tuition shall be payable by the member, spouse, or dependent.
- 36.06.05 A spouse and/or dependent of a member who dies will continue to be eligible for the waiver to tuition benefit until he/she has completed the course(s) in which he/she is enrolled and for two additional academic years.

36.07 Professional Expenses Reimbursement - Faculty

- 36.07.01 The Board shall reimburse each member who has a full-time appointment for professionally-related expenditures, including those related to research and teaching improvement, made by the member in the calendar year on behalf of the Board as follows:

In January 1994, \$1000 and annually to June 30, 1996.

The reimbursement shall be based on the actual numbers of months the member is employed and is reimbursed by the University during the allowance period. Partial years shall be reimbursed on a pro-rated basis.

- 36.07.02 The Board shall reimburse each member who has a Sessional Lecturer appointment for professionally-related expenditures, including those related to research and teaching improvement, made by the member in the calendar year on behalf of the Board as follows:

At the time of their first cheque,

In 1993/94, \$160 and annually to June 30, 1996.

- 36.07.03 Eligible expenses as provided in 36.07.01 and 36.07.02 may include:

- (A) membership fees for professional and/or learned societies related to the member's discipline;
- (B) subscriptions to professional and/or learned journals;
- (C) purchase of equipment, supplies and books related to the member's research, scholarly and teaching activities;
- (D) registration fees for the member to attend scholarly and professional conferences;
- (E) travel including transportation, food, and accommodation (subject to University travel policies) for the member to attend relevant scholarly and professional conferences or seminars, or to visit other universities or research sites to conduct research and scholarly work which cannot be done at Lakehead University;
- (F) page and reprint charges or costs incurred in the preparation and completion of scholarly manuscripts.

- 36.07.04 In each calendar year each member shall file a written declaration with the Board stating he/she has incurred eligible expenditures up to the amount pursuant to Articles 36.06.01 and/or 36.06.02 on behalf of the Board during the calendar year, and each member shall retain his/her receipts to satisfy Revenue Canada in the event that the status of the payments is questioned. Failure to sign and return such a declaration by December 31st in each calendar year and/or failure to expend the full amount as set out in Articles 36.06.01 and/or 36.06.02 will result in the reimbursement or portion thereof being deemed a taxable allowance for that calendar year.

36.08 **Professional Allowance (Librarians)**

- 36.08.01 The Board shall reimburse each librarian member who has a full-time appointment for professionally related expenditures made by the member to a

maximum of \$500 and annually to June 30, 1996. Expenses eligible for reimbursement as provided above shall include:

- (A) membership fees for professional and/or learned societies;
- (B) purchase of equipment, supplies, books and subscriptions to professional and/or learned journals related to the member's research and scholarly interests;
- (C) registration fees for the member to attend professionally related courses, conferences, meetings, seminars, workshops and learned societies' meetings; and
- (D) travel, including transportation, food and accommodation (subject to University travel policies) for the member to attend professionally related courses, conferences, meetings, seminars, workshops, learned societies' meetings and to visit other institutions for the purpose of observing systems and procedures.

Expense claims and supporting original receipts shall be submitted for reimbursement semi-annually (by December 31 and June 30) on a standard form to the Chief Librarian who shall verify that claims are for eligible expenditures.

Any portion of the maximum amount specified above which is not expended in the contract year to which it refers may be held over for a maximum of one (1) additional year.

36.09 Professional Development Leave for Librarians

- 36.09.01 Leave to attend the above-mentioned activities, with the payment of salary, benefits and agreed expenses, shall be granted at the discretion of the Chief Librarian. Members shall apply in writing to the Chief librarian.
- 36.09.02 The Chief Librarian may elect to initiate a professional leave for a member. If the member agrees to take this leave in order to attend courses, conferences, meetings, seminars, workshops, learned societies' meetings and the study of operating systems and services at other libraries and institutions, payment of salary, benefits and of agreed expenses shall be made to the member. All or part of the expenses incurred from such a leave will not be taken from the member's Professional Allowance without agreement of the member.

ARTICLE 37: LEAVES OF ABSENCE

37.01 Sabbatical Leave

- 37.01.01 A Sabbatical Leave enables a member to seek intellectual invigoration, to improve teaching effectiveness, and to pursue research and other scholarly activities, for the mutual benefit of the member and the University.

- 37.01.02 Tenured members shall be eligible for a Sabbatical Leave after completing six academic years of full-time service with the University uninterrupted by a Sabbatical or Study Leave, except as provided in 37.01.06, the taking of which is subject only to the following conditions:
- (A) arrangements satisfactory to the Department/School and the Dean can be made to cover the member's absence;
 - (B) the academic activities proposed by the member are approved by the Dean on the basis of their academic merit; and,
 - (C) the accomplishments of the member on previous Sabbatical Leaves taken under the terms of this Agreement reasonably fulfilled the member's Sabbatical responsibilities.
- 37.01.03 A member seeking Sabbatical Leave shall submit a written application to the Dean by October 1st of the year immediately preceding the academic year for which the leave is requested and shall include the following information:
- (A) the period of the leave;
 - (B) a statement of the proposed academic activities and of their academic value to the member and to the University;
 - (C) a description of the way in which the member's accomplishments will be recorded and reported to the Dean and to the member's colleagues; and,
 - (D) if external funding is required for the completion of the proposed academic activities, the potential sources of that funding shall be indicated.
- 37.01.04 The President shall notify the applicant in writing and before December 15th whether the Sabbatical Leave has been approved, and shall state the reasons for any non-approval of the Sabbatical Leave application. Approval of a Sabbatical Leave shall not be unreasonably withheld. A successful applicant may be asked by the Dean to postpone his/her Sabbatical Leave, but such year(s) of postponement shall be credited toward the subsequent Sabbatical Leave. A successful applicant may cancel the Leave by notifying the President in writing no later than January 31st, after which a requested cancellation by the member may be granted at the discretion of the President.
- 37.01.05 A Sabbatical Leave is for a period of twelve months, commencing on July 1st, or for a period of six months, commencing on either July 1st or January 1st. No portion of the academic year in which a Sabbatical Leave is taken shall count toward the years of eligibility entitlement pursuant to 37.01.02. A Sabbatical Leave includes the appropriate vacation entitlement proportional to the length of the Leave.
- 37.01.06 A member who takes a twelve-month Sabbatical Leave shall receive 80% of his/her Regular Salary. Effective July 1st, 1991, a member who takes a twelve-month Sabbatical Leave shall receive 82.5% of his/her Regular Salary.

- Effective July 1st, 1992, a member who takes a twelve-month Sabbatical Leave shall receive 85% of his/her Regular Salary. Upon his/her return all accumulated years of eligibility entitlements shall be exhausted. A member who takes a six-month Sabbatical Leave shall receive one hundred percent of his/her Regular Salary, and upon his/her return all accumulated years of eligibility entitlements except two shall be exhausted. The member may apply to receive part of this remuneration as a research grant to cover his/her research and travel expenses; applications should be submitted to the Department of Human Resources.
- 37.01.07** A member on Sabbatical Leave shall continue, subject to the terms of such policies, to be covered by the University's group benefit plans, and the University shall continue its normal contributions toward the premium costs for such plans.
- 37.01.08** The University and the member shall continue normal percentage contributions toward the member's pension plans (University and C.P.P.) based on the member's Regular Salary. The period of Leave shall be included as credited years of service in determining University Pension benefits.
- 37.01.09** A member on Sabbatical Leave shall receive any across-the-board scale increments paid to members of the same rank and shall remain eligible for Career Development Increments.
- 37.01.10** Time spent on any other type of leave with a period of more than six months, including Long Term Disability Leave, shall not count toward the eligibility requirement of six years full-time service, but such leaves are considered not to break the continuity of years accumulated.
- 37.01. 1** Members on Sabbatical Leave shall continue to be members of the bargaining unit and shall continue to have dues deducted from their salaries.
- 37.01. 2** While on Sabbatical Leave a member may accept, with the prior written permission of the President, paid employment outside Lakehead University. Permission to accept outside employment which is related to the academic purposes for which the Sabbatical Leave was granted shall not be unreasonably withheld.
- 37.01.13** Immediately following completion of a Sabbatical Leave, the member is required to return to the University for a period equal to the length of the Leave taken.
- 37.01.14** Faculty members who have been appointed to Lakehead University directly from service at another university shall be granted credit equal to one-half of the number of years of sabbatical credit accumulated at the previous university (calculated in accordance with this Agreement), to a maximum of two years, in determining years of service for Sabbatical Leave entitlement at Lakehead University.

37.02 Study Leave

- 37.02.01** A Study Leave with pay is granted to enable the member to pursue a program of study of benefit to the member and in order to meet specific needs of the University. The Board may request that a member apply for Study Leave.
- 37.02.02** Study Leave periods may vary. Vacation entitlement shall be proportional to the length of the Leave.
- 37.02.03** A member on Study Leave shall receive **13.33%** of his/her Regular Salary for each year of service in the University **uninterrupted** by a Sabbatical or Study Leave, to a maximum of **80%** of his/her Regular Salary. Time spent on any other type of leave with a period of more than six months, including Long Term Disability Leave, shall not count toward the eligibility requirement of three years, nor toward years of service for the purpose of determining salary while on Study Leave.
- 37.02.04** A member on Study Leave shall continue, subject to the terms of such policies, to be covered by the University's group benefit plans, and the University shall continue its normal contributions toward the premium costs for such plans.
- 37.02.05** At the member's option, the University and the member shall continue normal percentage contributions toward the member's pension plans (University and C.P.P.) based on the member's Regular Salary. If normal pension contributions are continued, the period of the Leave shall be included as credited service in determining University Pension benefits.
- 37.02.06** A member on Study Leave shall receive any across-the-board scale increments paid to members of the same rank and shall remain eligible for Career Development Increments.
- 37.02.07** Members on Study Leave shall continue to be members of the bargaining unit and shall continue to have dues deducted from their salaries.

Articles Applicable to Faculty Members

- 37.02.08** Members with three years service in the University or who are requested by the Board to apply for Study Leave are eligible for Study Leave.
- 37.02.09** A member seeking Study Leave shall submit a written application to the Dean by October 1st of the year immediately preceding the academic year for which the Leave is requested. Applications may be accepted after October 1st at the discretion of the Dean. The application shall include the following information.
- (A) the period of the Leave;
 - (B) a statement of the proposed program of study and of its academic value to the member and to the University; and,
 - (C) the way in which the member's accomplishments will be reported to the Dean.

- 37.02.10 The **President** shall notify the applicant in writing and before December 15th whether the Study Leave has been approved, and shall state the reasons for non-approval of such an application. A successful applicant may cancel the Leave by notifying the **President** in writing no later than January **31st**, after which a requested cancellation by the member may be granted at the discretion of the **President**.
- 37.02.11 Immediately following completion of Study Leave, a member shall be required to return to the University for one year. Except in the case of death, a member who fails to return shall be required to reimburse the **Board** for all or part of the compensation received by the member pursuant to **37.02.03**, **37.02.04**, and **37.02.05**.
- 37.02.12 While on Study Leave a member may accept, with the prior written **permission** of the **President**, paid employment outside **Lakehead University**. Permission to accept outside employment which is related to the approved **program** of study for which the Study Leave was granted shall not be unreasonably withheld.
- 37.02.13 The **Dean** shall arrange a career planning meeting with each member who is required by letter of appointment to pursue a terminal **degree** through a study leave option. The meeting shall be convened no later than the end of **his/her** second year of service at the University and shall include the **Dean**. the member and the member's **Chair/Director**.

Articles Applicable to Librarian Members

- 37.02.14 A member with a continuing appointment who has three (3) years' service in the University, or who is requested by the Board to apply for Study Leave, shall be eligible for Study Leave. Additional criteria include the member's professional performance while at the University and the ability of the Library to make satisfactory arrangements to cover the member's absence.
- 37.02.15 A member seeking Study Leave shall submit a written application to the Chief Librarian six (6) months prior to the proposed leave. The application shall include the following information:
- (A) the period of the leave;
 - (B) a statement of the proposed program of study and of its professional value to the member and to the University; and
 - (C) the way in which the member's accomplishments will be reported to the Chief Librarian.
- 37.02.16 Four (4) months prior to the proposed leave, the applicant shall be notified in writing whether the Study Leave has been approved and shall be advised of the reasons for non-approval of such an application. A successful applicant may cancel the leave by notifying the **Chief Librarian** in writing no later than three (3) months prior to the proposed leave, after which a requested cancellation by the member may be granted at the discretion of the **Board**.
- 37.02.17 Immediately following completion of Study Leave, a member shall be required to return to the University for six (6) months if the leave was less than four (4) months' duration and for one (1) year if the leave was four (4) months or more

in duration. Except in the case of death, a member who fails to return shall be required to reimburse the Board for all or part of the compensation received by the member pursuant to 37.02.03, 37.02.04 and 37.02.05.

- 37.02.18 The Board shall inform the Association of the names of members granted Study Leave, the purpose of the leave and the duration of the leave.
- 37.02.19 The time periods set out in 37.02.15 and 37.02.16 may be shortened at the discretion of the Chief Librarian.

37.03 **Leaves of Absence Without Pay**

- 37.03.01 Leave of Absence Without Pay may be granted to a tenured member or to a member holding a second probationary appointment for a period of time mutually agreeable to the Board and the member.
- 37.03.02 Leave of Absence Without Pay may be granted to a librarian member with a continuing appointment for a period of time mutually agreeable to the Board and the member.
- 37.03.03 Leave of Absence Without Pay may be granted for the following reasons:
- (A) professional activities intended to improve the member's qualifications and thereby enhance his/her value to the University;
 - (B) to provide professional service on a full-time basis to a governmental or other outside agency; or,
 - (C) for other good and sufficient purpose.
- 37.03.04 If the member's application for Leave of Absence Without Pay satisfies the requirements of 37.03.03, the granting of such leave shall be subject to the provision that the Department/School and the Dean or the Chief Librarian in the case of a librarian who has satisfactory performance while at the University, can make satisfactory arrangements, which may include the appointment of a replacement, to cover the member's responsibilities to the University.
- 37.03.05 A member desiring Leave of Absence Without Pay shall apply in writing to the Dean with a copy to the Chair (Arts and Science)/Director (Professional Studies) or in the Case of librarians to the Chief Librarian with a copy to the department head, where applicable, stating the purpose and duration of the leave. The application should be submitted at least six months prior to the commencement date of the leave. Within three months of the date of receipt of the member's application for Leave of Absence Without Pay, he/she shall be notified in writing by the President whether his/her request will be granted, or alternatively, of the status of the consideration being given to the application. Consideration will be given to a request by an applicant who has been given a Leave of Absence Without Pay to forego or alter the dates of such a leave, but the arrangements made to cover the member's responsibilities to the University may preclude the granting of such a request.

- 37.03.06** If a Leave of Absence Without Pay does not exceed ~~thirty-one~~ calendar days, the Board and the member shall continue to make contributions towards the benefit programs in which the member is participating pursuant to this Agreement. If such Leave of Absence Without Pay exceeds ~~thirty-one~~ calendar days, ~~the~~ member shall ~~be entitled~~ but not required to maintain membership in the benefit programs in which ~~he/she~~ was enrolled immediately prior to such Leave of Absence Without Pay, provided that the benefit programs so Permit and that the member pays the total cost involved.
- 37.03.07 A member ~~taking~~ Leave of Absence Without Pay for the reasons listed under **37.03.03(A)** and **(B)** shall receive, on returning to the University, the salary ~~he/she~~ received at the time of taking the Leave plus any ~~across-the-board~~ scale increments paid to members of the same rank during ~~his/her~~ absence, and shall be eligible for Career Development Increments awarded during the period of the Leave. A member taking Leave of Absence Without Pay under **37.03.03(C)** shall receive, on returning to the University, the salary ~~he/she~~ received at the time of taking the Leave plus any across-the-board scale increments paid to members of the same rank during ~~his/her~~ absence, but shall not be eligible, unless otherwise agreed to in advance by the Board, for Career Development Increments awarded during the period of the Leave.
- 37.03.08 While on Leave of Absence Without Pay, the member is responsible for the payment of ~~his/her~~ union dues directly to the Association.
- 37.03.09 The time periods set out in **37.03.05** as applicable to Librarians may be shortened at the discretion of the Chief Librarian.

37.04 Other Leaves

37.04.01 Maternity/Paternity/Adoption Leave

- (A)** A member who becomes pregnant shall notify her Department Chair (Arts and Science)/Director (Professional Studies) and Dean, or in the case of librarians, her department head, where applicable, and the Chief Librarian, of the pregnancy at least two weeks prior to the expected date of delivery. Members are entitled to seventeen weeks maternity leave, which may commence at any time during the eleven weeks prior to the expected date of delivery and which shall continue at least six weeks after the date of actual delivery unless the member provides the ~~Dean/Chief~~ Librarian with a certificate from a qualified physician stating that her health will permit her to perform her usual duties.
- (B)** A member who has held a probationary or tenured appointment or a full-time appointment as a professional librarian and who holds a continuing appointment for at least twelve (12) months, shall for a 17-week period have her Maternity Leave benefits under the Unemployment Insurance Act topped up to 95% of the member's regular salary. All payments made under this policy must be in accordance with the agreement that is filed by the University with Canada Employment and Immigration (CEI) pursuant to paragraph

57(13)d of the Unemployment Insurance Regulations (see Appendix I) which may be updated by CEI from time to time.

Maternity Leave with supplemental salary is granted on the understanding that the member shall return to the University after her Maternity Leave. In the event that a member is unwilling or unable to make the commitment to return to the University following her Leave or cannot fulfill the requirements above, Maternity Leave shall be taken without pay. If a librarian has received topped-up maternity benefits and does not fulfill her obligation to return to her position, she shall be obliged to repay the Board for any supplemental monies received during her Maternity Leave. The amount of such required repayment shall be calculated on a pro-rata basis. Any member who tenders her resignation Pursuant to 34.03 prior to such Leave shall not be eligible for the top-up benefit.

All female members who have worked 13 weeks full time prior to the expected date of delivery shall be entitled to take unpaid leave to the full extent specified in all relevant legislation.

- (C) A faculty member who is the primary caregiver is entitled to four weeks paid leave for adoptive parental care if the child at the time of adoption is under 12 months of age; otherwise the leave shall be for a period of 5 days. The non-primary caregiver member is entitled to 5 days paid leave. A librarian is entitled to 3 days paid leave at the time of receiving an adopted child. Any member who is employed full time and adopts a child shall be entitled to take unpaid leave to the full extent specified in all relevant legislation.
- (D) A male faculty member is entitled to 5 days paid leave within two weeks of birth of his child. A male librarian member is entitled to 3 days paid leave at the time of the birth of his child.
- (E) A member taking paternity or adoption leave shall give the Chair (Arts and Science)/Director (Professional Studies) or Chief Librarian (Library) at least two weeks' written notice of the taking of the leave. A member shall confirm in writing to the Dean or Chief Librarian the duration and reasons for such leave upon his/her return to the University.
- (F) A member who is on any other form of approved leave, whether paid or unpaid, is not eligible for paternity or adoption leave.
- (G) The Dean or Chief Librarian may authorize unpaid extensions to maternity/ paternity/adoption leaves.

37.04.02 Jury and Witness Leave: A member who is called for jury duty or is compelled by subpoena to attend as a witness before any body in Canada, except in cases involving personal litigation, shall be granted a leave of absence with pay. The member shall inform the Dean and Chair (Arts and Science)/Director (Professional Studies) or Chief Librarian as soon as possible after receiving notification of being called, and shall supply the Dean or Chief Librarian with

a copy of the summons. The member and the Department shall make alternate arrangements to meet his/her teaching or professional responsibilities. The member shall remit to the University all compensation received for service as a juror or witness, other than amounts received for travelling and/or living expenses.

37.04.03 **Compassionate Leave:** A member is eligible for a leave of absence with pay for up to three days in a case of grave illness or bereavement in his/her family. An additional two days of paid leave may be granted by the Dean or Chief Librarian in cases of demonstrated need. The member shall notify his/her Chair (Arts and Science)/Director (Professional Studies) or Dean, or Chief Librarian, when Compassionate Leave is required, and shall confirm in writing to the Dean or Chief Librarian the duration and reason for such leave upon his/her return to the University. A member who is on any other form of approved leave, whether paid or unpaid, is not eligible for Compassionate Leave.

37.04.04 **Sick Leave:** In the event of an illness or accident which causes a member who is a full-time employee to be unable to perform his/her regular duties, the Board shall continue payment of Regular Salary and fringe benefits to the extent of one month's salary for each year of past service, to a maximum of four months. Partial years of service will entitle the member to sick leave pay on a pro rata basis. The available total of sick leave months will equal the member's years of service less sick leave already taken. Unused Sick Leave entitlement is not cashable at any time. Any Workmen's Compensation benefits or similar disability income benefits derived from a governmental or University plan which the member receives while on Sick Leave shall be remitted to the Board. While on Sick Leave, the member may be required to undergo medical examinations by doctors appointed and paid by the Board in order to continue on Sick Leave and/or to return to work. A member who is absent from work due to illness shall notify his/her Chair (Arts and Science)/Director (Professional Studies), or Chief Librarian as soon as possible of such absence and, upon returning to work, shall notify the Chair (Arts and Science)/Director (Professional Studies) and the Dean, or Chief Librarian and department head in writing of the duration of such absence.

37.04.05 **Disability Leave:** A member who is totally disabled shall be placed on Disability Leave when he/she qualifies for benefits under the University's Long-Term Disability Insurance Plan. While he/she continues to receive L.T.D. benefits, the member shall continue to participate in benefit programs provided the benefit programs so permit. During the first twenty-four months of such Disability Leave the member shall retain the right to resume his/her normal duties.

After twenty-four months of such Disability Leave the member shall lose the right to resume his/her normal duties. During the subsequent twenty-four months the Board shall give preference in filling University positions to a member on Disability Leave who ceases to be totally disabled, and who applied for and is reasonably qualified to meet the requirements of the vacant position.

37.04.06 **Partial Leave:** A member may apply for a Partial Leave with reduced workload and pro-rated salary and benefits. The terms of the Partial Leave, including the details of the reduced workload and pro-rated salary and benefits, shall be

arranged and agreed to by the member, his/her Chair (Arts and Science)/Director (Professional Studies) and the Dean, or by a librarian his/her department head where applicable and the Chief Librarian, and shall require the written approval of the President. Normally a Partial Leave shall be for a period of not less than one full academic term for a faculty member or four (4) months for a librarian. While on Partial Leave the member shall retain membership in the bargaining unit and shall continue to enjoy all other rights and benefits of employment, including salary increments, on a pro rata basis where applicable. A request for Partial Leave from a Librarian which would result in a workload of less than twenty-one (21) hours per week should not be considered.

37.04.07 Political Leave: A tenured member or a librarian on continuing appointment shall be granted Political Leave for the purpose of seeking election to a municipal, provincial or federal office. As far in advance as possible the member shall submit to the Dean or Chief Librarian a written request for either a partial or full-time leave from his/her teaching, professional and other scheduled responsibilities. The granting of such leave shall be subject only to the provision that the Department/School and the Dean or Chief Librarian can make satisfactory arrangements to cover the member's responsibilities to the University. Full-time Political Leave in order to seek election is granted without pay. The provisions of 37.04.06 will apply in the case of a Partial Leave granted for such purpose. A tenured member or a librarian on continuing appointment elected to the Parliament of Canada, the Legislature of Ontario, or the Mayoralty of Thunder Bay shall be required to take Political Leave without pay, to a maximum of six years. At the expiration of the sixth year, or earlier if the member ceases to hold office, he/she shall either resign or be deemed to have resigned from his/her University position, unless he/she returns to full-time service with the University, but he/she may be granted additional Political Leave without pay at the discretion of the Board. If a Political Leave does not exceed thirty-one calendar days, the Board and the member shall continue to make contributions towards the benefit programs in which the member is participating pursuant to this Agreement. If such Political Leave exceeds thirty-one calendar days, the member shall not be entitled to maintain membership in these benefit programs; the member shall have the right to make voluntary contributions to the University Pension Plan, subject to the terms of the Plan.

A member taking Political Leave shall retain his/her tenured rank or librarian rank, and on returning to full-time service with the University shall receive the salary he/she received at the time of beginning the leave, plus any across-the-board scale increments paid to members of the same rank during his/her absence, but shall not be eligible for Career Development increments paid during the period of the Leave. In the case of librarians, if the Political Leave exceeds thirty-one (31) calendar days, the returning member may not be assigned the same duties or position, nor be assigned to the same department, as applied prior to the leave.

ARTICLE 38 - PATENTS AND COPYRIGHTS**38.01 Patents**

In interpreting 38.01, ordinary support shall include the member's regular salary and benefits; the personnel, equipment, supplies, and facilities funded by regular departmental operating budgets; ordinary use of the library and centralized computing facilities; and research equipment and supplies obtained through grants in aid of the member's work. Extraordinary support shall be any other funding or support provided by the Board.

The term "invention" in 38.01 shall include any device, machine, or process.

38.01.01 A member has no obligation to seek patent protection for the results of his/her research or to modify his/her research to enhance the patentability of such results. A member has the unqualified right to publish such results.

38.01.02 Unless otherwise provided in this Article, the Board makes no claim to any rights to any invention, improvement, design, or development made by a member and the rights to such invention, improvement, design, or development and any patents arising from them shall be the sole property of the member.

38.01.03 A member shall give notice to the Board in writing of any patent application made by him/her within three months of the date of the application and shall assert at that time whether or not it refers to an invention, improvement, design or development made with the extraordinary support of the Board. If the Board fails to challenge in writing the assertion of the member within three months of the receipt of the notification of the application, the Board shall be deemed to have accepted as accurate the assertions set out in the member's notice. Failure by the member to give notice of a patent application within the prescribed three month period shall maintain the Board's rights under 38.01.03 until such notification.

38.01.04 Where an invention, improvement, design or development has been invented or developed with the ordinary or extraordinary support of the Board, the member concerned shall grant to the Board a non-exclusive, royalty-free, irrevocable, indivisible, and non-transferable right to use the invention, improvement, design or development solely within the University. Such right shall not include the right to exploit the invention, improvement, design or development in any way.

Where a patented invention, improvement, design, or development involved:

- (A) the ordinary support of the Board, the Board shall receive 25% of the net proceeds;
- (B) the extraordinary support of the Board, the Board shall receive 50% of the net proceeds.

As used herein, "net proceeds" shall mean the net profits derived from the sale, leasing, licensing, or commercial exploitation of the invention, improvement, design or development after deduction of all expenses incurred

in patent searches, patent applications, patent application prosecution, and maintenance of patent protection in Canada and in other countries.

38.01.05 A member may, at his/her sole discretion, make his/her own arrangements for an application for patent at his/her own expense, subject to 38.01.03 and 38.01.04.

38.01.06 A member may, at his/her sole discretion, prepare and process an application for patent through any agency with which the Board has an agreement, subject to 38.01.03 and 38.01.04. In such case, the member shall make such agreement and shall receive such proceeds as are specified in the agreement between the Board and the agency,

The Board shall not initiate modifications to or the abandonment of its agreement with any such agency in such a way as to affect a continuing contract with any member without the approval of the Joint Committee for Administering the Agreement.

Any agency with which the Board has an agreement shall, at its sole discretion, have the right to refuse to prepare or process any application for patent or to exploit any patent. In such case, the member concerned remains bound by 38.01.03 and 38.01.04.

38.01.07 The name of the University and the University letterhead shall not be used in connection with any invention, improvement, design or development in which the Board has no interest unless agreed to in advance in writing by the Board, although nothing shall prevent a member from stating the nature and place of his/her employment, rank, and title in connection with activities associated with the invention, improvement, design or development, provided that he/she shall not purport to represent the University or to speak for it, or to have its approval, unless such approval has been given in advance in writing by the Board.

38.01.08 Any revenue that the Board may receive under 38.01.04 shall be dedicated to research and dispersed at the Board's discretion except that in each case 25% of such income shall be assigned by the Department in Arts and Science or the School in Professional Studies with which the member concerned is affiliated. The Board's auditors shall certify in writing annually to the Association that these funds have been expended in accordance with this Article.

38.02 Copyrights

Intellectual property, as used in 38.02 shall include, but not necessarily be limited to, books, articles, and similar printed material written or prepared by a member; painting, sculpture, music, and similar works of art created by a member; lectures delivered by a member; audio and video recordings or digitally encoded representations; photographs, film, and other similar recordings for which the content was created by a member; and computer programs developed, improved, or written by a member.

38.02.01 The Board shall not hold or make any claim to the copyright in any intellectual property produced or created by a member, except as described in this Article.

The Board may, with the consent of the member, use for **its** original Purpose any intellectual property that the member produced in ~~the~~ course of **his/her** teaching assignment pursuant to 16.02.01, 16.02.02, or 13.03 end for which the member holds the copyright. Such use shall be without any payment, royalties, or other compensation and such consent shall not be withheld unreasonably.

- 38.02.02 The Board shall hold copyright with respect to the original purpose of any written information **produced** by a member **pursuant** to 16.02.06, and of any assessment, **grading**, report, or correspondence produced in **his/her** normal administrative duties pursuant to 16.04.
- 38.02.03 A member is the **sole** holder of copyright in **his/her** own lectures and in all intellectual property produced in **association** with **his/her** teaching assignment pursuant to 16.02.01, 16.02.02, or 13.03.
- 38.02.04 A member who edits a journal or magazine published by Lakehead University shall not claim **copyright** therein save and except for those articles, reviews, or literary pieces written by **him/her**.
- 38.02.05 The Board has the right to use the package of material developed by a member for a distance education course without change and for its original purpose.

Where the Board retains possession of such material, it shall exercise reasonable care and caution to ensure that no material is erased, copied, amended, or edited in any way without the written consent of the copyright holder. The Board or its employees or agents shall not loan, transfer or distribute a copy of such material to a third party **outside** Lakehead University without the written consent of the copyright holder.

- 38.02.05.01 The member who holds **copyright** in such material may, at any time after five academic years following completion of its development, and at **three-year** intervals thereafter, notify the Board of the need to revise such material or **have it** withdrawn from use by the Board.

The Board may request revisions in such material in order to ensure that proper and current academic standards are met.

The member who holds copyright in such material shall be responsible for its revision pursuant to 16.02.01, 16.02.02, or 13.03. At the time ~~the~~ development of a distance education course is assigned, the member shall agree that for five **academic** years following completion of its development, **he/she** shall accept the Board's request for revisions or allow the appropriate department or **school** to make the revisions. The member shall remain bound by this agreement regardless of **his/her** employment status with respect to the Board.

- 38.02.05.02 At the time a distance education course is developed, the member ~~shall~~ warrant to the Board in writing that **he/she** is the copyright holder of all material contained therein and that it is

original with **him/her** or shall at that time provide the Board with a list in writing of any other copyright material contained therein and the names of the relevant copyright holders. The member shall indemnify the Board against any loss resulting from a failure by the member to list the registered owner of any such copyright material. No such copyright material may be included by the member without the written approval of the Board. The Board shall pay any cost related to securing all Copyright **permissions** and for the use of such approved copyright material.

- 38.02.05.03** The member who holds copyright in the package of material developed for a distance education course for the University shall grant to the Board an exclusive licence to distribute copies of such distance education material for use by other educational agencies and the member shall receive \$50 for each student permitted by such agencies to use such material. The Board, in distributing such material to any other educational agency, shall ensure that the other agency shall not loan, transfer, or distribute a copy of such material to any other party without the written consent of the copyright holder.

Notwithstanding the above, where funding has been provided by contractual agreement with the Province of Ontario for distance education initiatives, the Board may grant to the Province an exclusive royalty-free licence to distribute copies of distance education material. This exemption applies **only** to that material for which such a licence is a condition of receipt of funding and only where the Board has submitted a statement to the Association from the granting agency that such a condition obtains.

- 38.02.06** Where more than one copyright holder has contributed to and has an interest in a copyright work and that work is severable, each copyright holder shall exercise **his/her** rights and responsibilities under **38.02** and **38.03** with respect to **his/her** contribution independently. Where more than one copyright holder has contributed to and has an interest in a copyright work and that work is not severable, the copyright holders shall exercise their rights and responsibilities under **38.02** and **38.03** collectively and unanimously. As used herein, a work is severable if a portion of that work could be removed or erased or replaced by a similar portion without substantially diminishing the value of the other portions of the work.

- 38.02.07** When a member or a former member dies, **his/her** estate shall assume all rights and responsibilities for copyright works under **38.02** and **38.03**.

38.03 **sfer of rights and responsibilities**

- 38.03.01** Where the Board or a member holds a right or interest in a patented invention, improvement, design, or development, or in a copyright work and wishes to sell, assign, or dispose of that right or interest, each shall, as a condition of the



right to sell, assign, or dispose, protect and maintain the **rights** of the other pursuant to Article 38.

- 38.03.02 The Board shall not enter into any agreement to subcontract work or responsibilities held by the Board or any of its employees, or to form a consortium of other universities, government departments or agencies or corporations, and/or private companies or corporations for the purposes of research and development or commercial exploitation without securing to the members who may be seconded to or employed by the subcontractors or consortia all the rights, privileges, and benefits accorded them by Article 39. Any such agreement made contrary to this provision shall not apply to any member except with his/her consent in writing.

ARTICLE 39: DURATION

- 39.01 This Agreement comes into effect on July 1st, 1993 and expires on June 30th, 1996, subject to 39.03. The provisions of this Agreement supersede any and all previous provisions and arrangements.
- 39.02 Either party may within the period of ninety (90) days prior to the expiry of the Agreement give notice in writing to the other party of its desire to bargain with a view to the renewal of the Agreement.
- 39.03 This Agreement shall remain in full force and effect until a new agreement has been reached or until the conciliation process prescribed under the Ontario Labour Relations Act has been completed and a legal strike or lockout is declared.

ARTICLE 40: NO STRIKES OR LOCKOUTS

- 40.01 During the term of this Agreement, there shall be no strikes (as defined by the Ontario Labour Relations Act, R.S.O. 1970) by members of the bargaining unit, and there shall be no lockouts of members by the Board.

LETTER OF UNDERSTANDING: A

PENSION PLAN

In the event the proposed amendments, previously approved by Revenue Canada, the Board of Governors, and the members of the plan, are not approved by the Pension Commission of Ontario, the Pension Board shall be the body to propose and negotiate further amendments that will provide improved benefits, subject to the Board of Governors and plan members being apprised of the proposed amendments before the amendments are submitted to the Pension Commission of Ontario. Although the Plan as amended and approved by the above-noted bodies provided for the allocation of all monies in the Pension Fund, in the event the Pension Commission of Ontario requires further amendments, such amendments shall be subject to approval by the Plan members and the Board of Governors.

LETTER OF UNDERSTANDING: B

VOLUNTARY EARLY RETIREMENT PLAN FOR FACULTY

The parties agree that once the Plan review as of June 30, 1994 is complete, the resulting Voluntary Early Retirement Plan for Faculty will be included in the collective agreement in Article 34. It is also agreed that the Plan review will consider the inclusion of Librarian members.

The following, for information purposes only, is the existing Voluntary Early Retirement Plan for Faculty.

LAKEHEAD UNIVERSITY POLICY
FOR FACULTY

VOLUNTARY EARLY RETIREMENT PLAN

APPROVED BY:
Board of Governors'
Executive Committee

APPROVED ON/FOR
April 10, 1991

1. The Policy

It is the policy of Lakehead University to provide a voluntary early retirement plan to enhance faculty members' options for retirement and facilitate faculty renewal without increasing budgetary expense or jeopardizing academic programs.

2. Definitions

2.1 The Plan - A Voluntary Early Retirement Plan for tenured faculty members.

2.2 Member - A tenured faculty member.

3. Guidelines

3.1 The Plan will commence July 1, 1991, except that any Member wishing to take early retirement on June 30, 1991 may give notice of intention to his/her Dean by May 1, 1991.

3.2 Members may give notice of intention to retire to their Dean between July 1st and September 1st in any year with the retirement June 30th following.

3.3 A notice of intention to retire is irrevocable unless mutually agreeable to the Member and the Dean.

3.4 Members must have attained the age of 55 years on July 1st in the year commencing early retirement.

3.5 Members must have 15 years of full-time service with Lakehead University.

3.6 Members taking this Voluntary Early Retirement Plan will be entitled to a sum based on their salary on June 30th immediately prior to voluntary early retirement, payable in equal monthly instalments commencing on July 1st in the year of early retirement and ending on June 30th coincident with or next following the Member's 65th birthday.

3.7 The sum to which a member is entitled for Article 3.6 is determined under the following arrangement.

<u>Age on July 1st in year commencing Early Retirement</u>	<u>Sum</u>
55 years to 60 years inclusive	25 months salary
61 years	20 months salary
62 years	15 months salary
63 years	10 months salary
64 years	5 months salary
65 years	0

3.8 Other forms of settlement may be made if mutually agreeable to the Member and the University, and provided it is acceptable to Revenue Canada.

- 3.9 Members opting for the Plan will be entitled to a University benefit package for the number of years remaining to normal retirement date, subject to a maximum of 5 years.
- 3.10 The University benefits package for members in The Plan and payable by the University will include a supplementary medical plan, basic dental care plan, vision care and group life insurance with maximum coverage equal to one times the Member's salary immediately prior to retirement. Members in the Plan will also be entitled to free tuition equivalent to the terms of Article 32.05 of the Agreement between Board of Governors of Lakehead University and Lakehead University Faculty Association, free individual athletic membership and Library privileges.
- 3.11 All voluntary early retirements are expected to return savings to the University. However, there shall be no discrimination with respect to individual cases where savings are not possible.
- 3.12 Members opting for the Plan agree they will not accept full-time employment as a faculty member or as an academic administrator with another university during the term of payment as provided under 3.6.
- 3.13 Members opting for the Plan will normally commence pension benefits provided under the Pension Plan for Professional Staff. Members may defer any pension benefits and continue contributing as an active member, with contributions based on the monthly benefit as provided under 3.6. The University's contribution will be deducted from the monthly benefit as provided under 3.6. When a member commences drawing pension benefits, pension contributions will cease and all terms of the Pension Plan will apply.

4. Review

The Parties agree to review the Plan as of June 30, 1994.

LETTER OF UNDERSTANDING: C

EMPLOYMENT EQUITY

Within six months after the passage into law of a new provincial employment equity act, the parties agree to develop contract language on employment equity consistent with that legislation.

LETTER OF UNDERSTANDING: D

PERSONAL HARASSMENT

The parties agree to review **the** Personal Harassment Policy by December 31, 1994.

LETTER OF UNDERSTANDING: E

TEACHING LOAD

The University agrees to form a Study Committee on Teaching Load, which will include LUFA representation with a requirement to **report** to the Joint Committee for Administering the Agreement by July 31, 1994. The Joint Committee for Administering the Agreement will develop a process to address members' concerns.

LETTER OF UNDERSTANDING: F

GOVERNANCE

In recognition that Senate will be considering the academic governance of the University, and in the event that a new model of governance is approved which may have implications to the collective agreement, both parties agree to work out necessary amendments to the collective agreement through the Joint Committee for Administering the Agreement.

LETTER OF UNDERSTANDING: G

SESSIONAL APPOINTMENTS

The parties agree that agreements made re sessional appointments prior to July 30, 1993 are exempt from the posting provision of Article 19.03.01.

LETTER OF UNDERSTANDING: H

REOPENER

The parties agree to reopen the collective agreement for purposes of addressing salaries, wages and benefits, only should the Social Contract Act be repealed prior to the expiration of this agreement.

APPENDIX I

LAKEHEAD UNIVERSITY
SUPPLEMENTAL UNEMPLOYMENT BENEFITS

(SUB) PLAN

GENERAL

The purpose of the Lakehead University Supplemental Unemployment Benefits (SUB) Plan is to supplement the unemployment insurance benefits received by an employee for unemployment caused by pregnancy. Employees must qualify for and be entitled to unemployment benefits to receive SUB benefits and must apply for unemployment insurance benefits before SUB becomes payable. The employee shall provide the employer with proof that she is receiving such benefits. Employees do not have the right to SUB payments except as specified in the plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

GROUP COVERED

The following group of employees, a total of one, is covered by the plan:

Lakehead University Faculty Association (LUFA) - Faculty and Librarians (275)

SPECIAL CONDITIONS

A faculty member must have held a probationary or tenured appointment for at least twelve (12) months. A librarian member must have held a continuing appointment for at least twelve (12) months and agree to return to the University following the leave. In the event that a librarian member does not fulfil her obligation to return to the University, she shall be obliged to repay the Board any supplemental monies received during her maternity leave.

BENEFIT LEVEL

The benefit level paid under this plan is set at 95% of the employees' regular weekly earnings. In any week the total amount of SUB payments and the weekly rate of UI benefits will not exceed 95% of the employee's weekly earnings.

Benefits are effective for a maximum of 17 weeks of maternity leave. It is understood that in any week, the total amount of SUB, unemployment insurance gross benefits and any other earnings received will not exceed the percentage as noted above of the employee's normal weekly earnings.

Any employee disentitled or disqualified from receiving unemployment insurance benefits is not eligible for **SUB**. Employees do not have the right to **SUB** payments except as specified in the plan.

OTHER INCOME

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration ~~or~~ severance pay benefits will not be reduced or increased by payments received under the plan.

DURATION OF THE PLAN

July 1, 1993 to June 30, 1996 - continuing benefit

METHOD OF PAYMENT

SUB payments are financed from the University's operating revenues with a separate recording procedure in place.

CHANGES TO PLAN

The University will inform the Canada Employment and Immigration Commission of any changes to the **plan** within thirty (30) days of the effective date of change.

REVENUE CANADA TAXATION REGISTRATION NUMBER

#LUN400204

Dated July 30, 1993

ALPHABETICAL LISTING

NOTE: The following listing is provided only for the convenience of the reader. It does not constitute any part of the Agreement, it **does** not purport to be a complete or comprehensive listing of all matters covered by the Agreement, and it should not be construed to affect **the** meaning of any portion of the Agreement.

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