

**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**THE FACULTY ASSOCIATION**  
**AND**  
**THE BOARD OF GOVERNORS**  
**OF**  
**THE UNIVERSITY OF WINDSOR**  
**JULY 1, 2008 - JUNE 30, 2011**



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## ARTICLE 1 DEFINITIONS

1:01 Except as otherwise expressed in this Agreement,  
AAU  
means

- (i) in a departmentalized Faculty, a Department, or School that offers a program approved by the Senate, or
- (ii) in a non-departmentalized Faculty, the entire Faculty that offers a program approved by the Senate,

AAU Head  
means the academic administrative leader of an AAU,

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

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

Alternative Learning Technology  
means the delivery of credit courses by:

- (i) correspondence or teleconference or video conference
- (ii) videotape, the use of recorded works as defined by clause [35:02](#) (c), broadcast, or television
- (iii) satellite, internet or world-wide-web

Ancillary Academic Staff  
means those members of the bargaining unit whose salary is fully paid from University operating funds and who are designated ancillary academic staff under this Agreement and in their letter of appointment issued under clause [12:25](#). This group shall include those persons with academic credentials hired to carry out the following University related activities except for teaching and/or research activities normally carried out by faculty members:

- (i) Designated Sports Coaches (Human Kinetics),
- (ii) Clinical Psychologists who, as a substantial part of their duties, teach, supervise, or train students,
- (iii) Learning Specialists, who support teaching and learning and report to a Dean, AAU Head, Vice Provost Teaching and Learning or Director, Medical Studies, and who, when qualified and appointed to a primary or secondary AAU, may teach.

Assistant Professor  
means a faculty member at the rank of Assistant Professor as defined in Senate Bylaws,

Associate Professor  
Means a faculty member at the rank of Associate Professor as defined in Senate Bylaws,

Association  
means the Faculty Association of the University of Windsor,

Association Council  
means the Council of the Faculty Association,

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

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

Credit Course/Course Offering  
means a one (1) semester credit course, as listed in the University Calendar or approved by the Senate,

Days  
means calendar days,

Dean  
means the chief executive officer of a Faculty and includes except where the context otherwise requires, the University Librarian and the Law Librarian, and includes her/his delegate,

**Delegate**

means such person outside the bargaining unit to whom the duties of another person outside the bargaining unit have been delegated in part or in whole, except in clauses 29:04 and 59:01 where duties are exercised, those duties may only be delegated to the Provost, Associate Vice-President Academic, Deans, Associate Deans, and the University Librarian and Associate University Librarians,

**Dependent Child**

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

**Designate of the Dean**

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

**Designate of the University Librarian**

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

**Designated Groups**

means women, visible minorities, aboriginal people and people with disabilities,

**Director**

means the Director of a School,

**Faculty Member**

Means each member of the bargaining unit who is not a professional librarian, ancillary academic staff, or a sessional member,

**Head**

means academic administrative leader of an AAU who is a member of the bargaining unit,

**Immediate Family**

means a spouse and/or child of a member,

**Law Library**

means the Paul Martin Law Library,

**Law Librarian**

Means the chief executive officer of the Law Library,

**Lecturer**

means a faculty member at the rank of Lecturer as defined in Senate Bylaws,

**Librarian I, Librarian II, Librarian III, Librarian IV**

means the librarian member ranks,

**Librarian Member**

means each member of the bargaining unit who is a professional librarian,

**Member**

means a member of the bargaining unit,

**Nominal Salary**

means the Normal Salary which the member would have received had she/he not taken sabbatical or retraining leave or been granted reduced responsibility,

**Normal Salary**

means a member's salary exclusive of overload, stipend(s) for administrative duties, and travel-time allowance(s),

**Parties**

means the parties to this Agreement, namely the Association and the University,



**Posted Course**

means a credit course which cannot be staffed by full-time faculty members or by sessional lecturers as part of their normal teaching load,

**President**

means President of the University and includes her/his delegate,

**Professor**

means a faculty member at the rank of Professor as defined in Senate Bylaws,

**Provost**

Means the Provost and Vice-President, Academic of the University and includes her/his delegate,

**Sabbaticant**

means a member on sabbatical leave,

**Senate**

means the Senate as provided for in the University of Windsor Act,

**Sessional Member**

means a Sessional Lecturer or a Sessional Instructor who is a member of the bargaining unit,

**Sessional Seniority**

means the number of credit courses accumulated from a sessional member's initial date of appointment as a sessional instructor at this University or 1987, whichever is later, or the number of credit courses taught since 1976 upon presentation by the member before December 31, 1993 of documentation which shall include, but is not restricted to, any of the following: letters from the administration referring to course(s) taught, duly completed grade sheets, teaching evaluations, and letters of appointment. Special instructors in Music shall establish their sessional seniority as above by December 31, 1998 on the basis of clause [54:04\(d\)](#),

**Spouse**

means any legally married person and includes also any person with whom the member has established a period of cohabitation of at least one year and whom the member has designated as her/his spouse, The above definition will apply to all University benefit plans, but not to the University of Windsor Retirement Plan for Faculty and Certain Employees. Same-sex spouses shall be eligible for survivor benefits under the University of Windsor Retirement Plan for Faculty and Certain Employees as soon as the laws applicable to the plan so permit.

**Summer semester**

means a combination of intersession and either summer session or summer school,

**Teaching Year**

means the twelve month period from May 1 to the subsequent April 30,

**University**

means the University of Windsor as constituted by the University of Windsor Act, in certain contexts University may mean, where appropriate, the Board of Governors,

**University Committee on Academic Promotion and Tenure (UCAPT)**

means UCAPT or any successor committee(s) created by Senate to fulfill all or some of the functions performed by UCAPT,

**University Librarian**

means the chief executive officer of the University Library and includes her/his delegate,

**University Library**

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

**University of Windsor Act**

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

**Vice-President**

means a Vice-President of the University and includes her/his delegate,

**Visiting Professor/Instructor**

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

Written or Writing

Includes typewritten, printed, or photocopied.

## **ARTICLE 2           DECLARATION OF PRINCIPLES**

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

## **ARTICLE 3           RECOGNITION**

- 3:01       The University recognizes the Association as the exclusive bargaining agent of all the employees in the bargaining unit. The University shall not assign duties outlined in this contract to any persons outside of the bargaining unit, nor to persons within the bargaining unit other than as specified in this Collective Agreement without consent of the Faculty Association. The University shall not create new job classifications for activities covered in this Agreement.
- 3:02       Job classifications covered in this Agreement shall include faculty (including limited term), sessional lecturers, sessional instructors, librarians, and ancillary academic staff.
- 3:03       A member of the Board of Governors, President, Provost, Vice-Presidents, Vice-Provosts, Associate and Assistant Provosts, Associate and Assistant Vice-Presidents, Vice-Provost, Students and Registrar, Deans, Director of Athletics and Recreational Services, University Librarian, Director of the Centre for Teaching and Learning, Director of Faculty Recruitment and Retention, Executive Director of the Centre for Executive Education, Director, Medical Studies, or any such person serving in an acting capacity, are excluded from the bargaining unit together with those other persons excluded from the bargaining unit by the decision of the Ontario Labour Relations Board dated May 13, 1976 and any amendments thereto.
- 3:04       The parties agree that individuals responsible for the delivery of credit courses listed in the University Calendar taught through the Distance Education Program or credit courses delivered by the use of alternative learning technology shall be faculty members, sessional lecturers or sessional instructors and will be subject to the terms of this Agreement.

## **ARTICLE 4           DUES CHECK-OFF**

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

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

It is also agreed to exclude those members appointed in accordance with Senate Bylaws as Acting in any capacity, including those referred to in [3:03](#) above and Dean, Acting Associate Dean, Acting Assistant Dean, Acting Vice-Provost, Students and Registrar, and those members appointed in accordance with this Agreement as Acting University Librarian, Acting Associate Librarian, Acting Assistant Librarian or Acting Law Librarian, during the period of such appointment, from payment of dues or other assessments for general Association purposes uniformly and regularly payable by a member of the Association authorized in accordance with the Constitution and Bylaws of the Association and certified in writing to the University by the Association.

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

4:02       The amount of dues or other assessments deducted under clause [4:01](#) shall be remitted to the Association by the fifteenth (15th) and the last day of the current month in which the deductions are made. The University shall make available, monthly, to the Association, a list stating the name, rank, status (e.g., limited term appointment, regular full-time, tenured), amount of dues deducted, AAU, (in the case of multi-disciplinary AAUs, the member's location within the AAU) and date of initial appointment of each member within the bargaining unit. The University shall with the list aforesaid provide the total number of bargaining unit members in each rank and the names of all members who have ceased to be employees of the University.

- 4:03 At the time that Income Tax T4 slips are provided to each member by the University, the University shall indicate on the T4 slips or separately in writing to each member, the deductions from her/his salary under this Article 4. The University undertakes to continue to deduct contributions to the Faculty Association Scholarship Fund from the salaries of members who so authorize the University to do so in writing and to remit the amounts so deducted to the Association on a monthly basis with a list of names of the contributors and the amount of authorized deductions remitted on behalf of the same.
- 4:04 The Association does hereby indemnify and save harmless the University against any actions arising out of the wrongful deductions of money for dues or other assessments as aforesaid resulting from the instructions of the Association.
- 4:05 The University shall endeavour to adjust the amount of dues deducted from each member within one (1) month of written notification by the Association of any changes in monthly dues or other assessments.

## **ARTICLE 5 RIGHTS, DUTIES AND RESPONSIBILITIES**

### Rights, Duties and Responsibilities of Faculty Members

- 5:01 The rights and responsibilities of a faculty member flow from the objects and purposes of the University which are the advancement of learning and the dissemination of knowledge, the intellectual, spiritual, moral, social and physical development of its members and students and the betterment of society; from her/his position as a faculty member; from the expectations of the University; from the requirements of the students; and from the legitimate claims of the community.
- 5:02 The primary rights, duties and responsibilities of a faculty member shall be those listed and described in clauses [5:23](#) to [5:37](#) inclusive.
- 5:03 A faculty member in fulfilling her/his duties and responsibilities shall deal ethically and fairly with colleagues and students and shall respect appropriate principles of confidentiality.
- 5:04 Faculty members are normally engaged on a full-time yearly basis from July 1 to the subsequent June 30. Faculty members shall fulfill their duties and responsibilities as specified in this Article, unless otherwise provided for in the letter of appointment or by reduction of duties and responsibilities as specified in this Agreement, or as specified in clauses [5:05](#) and [5:06](#). Faculty members shall meet the reasonable requirements and needs of students, colleagues and the University on a basis and at a location consistent with their obligations to undertake teaching, research/scholarship/creative activity and service activity.
- 5:05 A faculty member is entitled to take her/his uninterrupted annual vacation. The member may take part or all of her/his annual vacation at a time which shall be mutually agreed between the member and the Dean, or Head as designate of the Dean, to ensure the uninterrupted continuation and quality of program(s) of the University in which the member is involved. Nothing in this paragraph derogates from the faculty member's obligation to be regularly accessible.
- 5:06 Intellectual inquiry, teaching and research, relevant to a member's professorial obligations under this Agreement, may require a faculty member to be absent from the campus from time to time. This may encompass off-campus teaching or research if such absence does not require a replacement during the period in which the faculty member is absent. However, a faculty member shall apply, normally in writing, in advance for such absence to the Dean, or Head as designate of the Dean, except where such activity falls within clauses [5:36](#) and [5:37](#) of this Agreement and the procedure therein. Such approval shall not be unreasonably withheld. In the event approval is withheld, the Dean, or Head as designate of the Dean, shall respond in writing, with reasons, within seven (7) days of the request.
- 5:07 The parties recognize that:
- (a) the primary responsibilities of faculty members consist of teaching and research/scholarship/creative activity. The overall workload of faculty members comprises the following elements which may vary from time to time and from member to member: teaching, research/scholarship/creative activity, service to the University and academic, professional and/or civic community, without limiting the generality of clauses [5:36](#) and [5:37](#) and subject to any agreement which the member may make with the Dean, on the recommendation of the Head, under this Article to alter the normal distribution of her/his workload;
  - (b) for purposes of this Article 5 only, the assignment of teaching loads shall be made on the basis of the teaching year;
  - (c) the teaching component of the overall workload may be assigned during the summer semester, fall semester and winter semester. Except for courses assigned in accordance with clause 5:07 (d), Faculty members shall not be required to teach in more than two (2) of the three (3) semesters of the teaching year;

- (d) a faculty member may agree to undertake extra teaching duties with no corresponding decrease in the expectations for research productivity. Such voluntary extra teaching duties shall either be subject to the provisions of clause 54:07 or be compensated by an appropriate adjustment made in the member's teaching load within the next three (3) teaching years. Arrangements which involve adjustments to the member's teaching load shall require the approval of the Dean;
- (e) where a faculty member agrees, the proportion of the member's work devoted to teaching or service in the year for which the assignment is being made may be increased as provided for below and the expectations for research/scholarship/creative activity shall be correspondingly reduced. Such voluntary increases in teaching or service shall not be available to probationary appointments. This clause shall be applied where the Dean, or Head as designate of the Dean, consents and the faculty member voluntarily undertakes:
- (i) to develop or implement a major teaching project or program for which there is a demonstrable need;
  - (ii) to teach no more than one (1) course beyond the average teaching load determined under clause 5:13; or
  - (iii) to increase her/his service duties for that year;
- (f) on an annual basis, a teaching assignment one (1) course lower than the overall average teaching load assigned pursuant to clause [5:13](#) may be made where the faculty member demonstrates a significant current record of research/scholarship/creative activity;
- (g) variations granted under clause 5:07 [\(d\)](#), [\(e\)](#) and [\(f\)](#):
- (i) shall be made in writing with a copy to the member's personnel file; and
  - (ii) shall be just and equitable;
- (h) a faculty member shall not unreasonably deny a request by the Dean, after consultation with the Head, to undertake extra teaching for up to one (1) week in order to replace another faculty member who is unable to teach her/his course. When such extra teaching duties do not exceed half of the scheduled contact hours of the course, the faculty member shall be paid a prorated stipend, based on Article N, for the total portion of the course taught. When such extra teaching duties exceed half of the scheduled contact hours of the course, the faculty member shall be compensated by a course remission from future teaching duties or by payment of a stipend as specified in Article N, at the option of the member. If the faculty member elects to be compensated by a course remission, this shall be set forth in a letter signed by the member and the Dean.
- 5:08 (a) Subject to the jurisdiction of the Senate with respect to academic programs and courses offered in a given AAU, to clause [5:08 \(c\)](#) of this Agreement, and to the jurisdiction of the University Review Committee on Faculty Workload, the Dean, on the recommendation of the Head after the Head's consultation with faculty member(s), will assign and schedule the teaching and counselling duties and shall advise each faculty member on or before February 15th of each academic year of her/his assignment for the forthcoming teaching year. If the Dean proposes to assign an additional semester course under 5:08(d), the Dean shall so advise the member, on or before January 15. The member shall have the right to present to the Dean, with a copy to the Head, a written explanation demonstrating that she/he has maintained an acceptable standard of research/scholarship/creative activity and/or a written outline of her/his plan for future research/scholarship/creative activity demonstrating the likelihood of its fulfilment. The Dean, after consultation with the Head, shall take into account the explanation and/or written outline before assigning an additional course.
- The Dean, in consultation with the Head, after the Head has consulted with the members of the AAU, shall prepare a statement for the AAU Council's approval detailing an acceptable standard of research/scholarship/creative activity. If approved, the statement shall be applied by the Dean in determining whether a member has achieved the acceptable standard. Should the AAU Council fail to approve a standard that is acceptable to the Dean by December 31, 2005, the matter shall be referred to a meeting of the Dean, the Head and three members of the AAU Council, selected by the AAU Council, and chaired by the Provost, which shall seek an agreement on the standard. If an agreement is reached it shall be presented to the AAU Council for approval. Should the AAU Council not approve the recommended standard, the Provost shall stipulate the standard that will be applied by the Dean.
- (b) At the time that a member is assigned to teach a course delivered by alternative learning technology the member shall be notified in writing by the Dean, after consultation with the Head, of the resources available to her/him. The member shall be provided with training in the use of any such resources, where applicable.

- (c) The Head, before recommending the assignment of teaching and counselling duties shall consult with each faculty member in the AAU and those members who have responsibilities for coordination of programs.

Each member's teaching assignment shall be based on all relevant factors, including in particular, but not limited to:

- (i) the number of separate courses taught at different times by each faculty member;
  - (ii) the number of scheduled contact hours per course;
  - (iii) the amount of preparation, grading and administration per course;
  - (iv) the number of students enrolled in each course;
  - (v) the level (e.g., introductory, upper year, graduate) of each course;
  - (vi) the type (e.g., lecture, laboratory, seminar, tutorial, workshop, or other form of delivery) of each course;
  - (vii) the delivery by the use of alternative learning technology;
  - (viii) assistance of graduate students or colleagues in the teaching of courses;
  - (ix) new course preparation and development of materials;
  - (x) the amount of intern, clinical, research, thesis, and other academic supervision of undergraduate and graduate students;
  - (xi) special factors such as the use of video-conferencing and other emerging instructional technologies;
  - (xii) the faculty member's engagement in research/scholarship/creative activity; and
  - (xiii) the faculty member's engagement in academic service, including committee work and her/his representation on external bodies, provided such representation has been mutually agreed between the member and the Dean, after consultation with the Head;
  - (xiv) the faculty member's engagement in activities that disseminate knowledge to the general public on behalf of the University;
  - (xv) the faculty member's voluntary engagement in student recruitment;
  - (xvi) the faculty member's voluntary engagement in fundraising;
  - (xvii) continuing professional education as required for ongoing licensure.
- (d) In the context of the overall workload of the member, the Dean and Head shall endeavour to achieve a just and equitable distribution of teaching assignments among the faculty members in each AAU, and shall relate assignments to the abilities and expertise of faculty members, and to the needs of students in the programs. The Dean, in assigning teaching and counselling duties, shall give due consideration to the member's actual and prospective level of involvement in research/scholarship/creative activity, teaching, student supervision and counselling, and to the member's service activities, as indicated in the member's annual *curriculum vitae*.

A greater involvement in research/scholarship/creative activity and/or service may result in the assignment of fewer teaching and counselling duties to a member, to no fewer than two (2) semester courses in the teaching year, provided that the teaching and counselling duties which the AAU must carry out can still be accomplished without placing undue burden on the other members.

A lesser involvement in research/scholarship/creative activity may result in the assignment of one (1) semester course beyond the overall average teaching load determined under clause [5:13](#) in the following circumstances.

If the Dean, after consultation with the Head, proposes to increase the teaching load of the member, the Dean shall give the member an opportunity to demonstrate that she/he has maintained an acceptable standard of research/scholarship/creative activity.

In the alternative, the member may present an attainable plan in writing for achieving an acceptable standard of research/scholarship/creative activity. When the plan is acceptable to the Dean, who shall consult with the Head, the Dean shall provide the member a reasonable opportunity and appropriate support, within reasonable limits, to implement the plan.

If, in the preceding academic year, the member was given the opportunity for achieving an acceptable standard of research/scholarship/creative activity as arrived at under 5:08 (a), or if in the current academic year the member does not present a written plan, the Dean shall offer the member the opportunity to make an agreement under 5:07(e). If agreement under 5:07(e) is not reached, the Dean may alter the distribution of the member's workload by assigning one (1) semester course beyond the overall average teaching load determined under clause 5:13.

- (e) The AAU Head shall provide copies of the teaching assignments for the members in her/his AAU in public areas of the AAU. The University shall send a complete copy of the teaching assignments to the Office of the Association. Such copies shall be provided within 14 days of the date on which assignments must be made.
  - (f) The AAU Head shall provide copies of the composition of AAU committees in her/his AAU in public areas of the AAU in a timely manner.
- 5:09 The AAU Council may recommend enrolment limits for courses annually by December 1st. The Head shall take these enrolment limits into consideration before forwarding her/his teaching assignment recommendations to the Dean.
- 5:10
- (a) a faculty member whose teaching duties, as assigned under clause 5:08, include one (1) or two (2) semester courses scheduled during either intersession or summer session will normally have her/his teaching load reduced in the fall and/or winter semester; any such assignment which includes teaching duties in only one of the two sessions which comprise the summer semester, will be made with the mutual consent of the faculty member and the Dean, after consultation with the Head;
  - (b) no faculty member may have more than one (1) semester in sequence without teaching duties, except by mutual agreement between the faculty member and her/his Dean, after consultation with the Head;
  - (c) nothing in this clause 5:10 precludes any other arrangement which is mutually satisfactory to the faculty member and her/his Dean, after consultation with the Head;
  - (d) if one or more courses or sections of a course previously assigned to a faculty member on or before the February 15 deadline is/are cancelled because of lack of student enrolment, the faculty member shall not be held indebted to the University in terms of course load assignments. The faculty member concerned shall be assigned such other responsibilities which as part of her/his workload within the same semester, unless otherwise agreed by the member, are consistent with the terms of this Agreement and in particular this Article 5. With the agreement of the member, which shall not be withheld unreasonably, an additional course may be assigned to the member in lieu of the cancelled course;
  - (e) it is recognized that from time to time a faculty member's teaching responsibilities may be altered no later than two (2) months prior to the start of a semester. Such alterations shall be reasonable and shall be made with the faculty member's consent which shall not be withheld unreasonably.
- 5:11 No faculty member shall be required to teach overload without her/his consent. No faculty member shall be required to teach at a location outside the City of Windsor unless the member consents.
- 5:12 Following the initial assignment of the teaching duties of a faculty member under this Article, changes may be made by the Dean, after consultation with the Head, only as a result of changes in circumstances which could not reasonably have been foreseen at the time of the initial assignment, and after consultation with the faculty member affected. Any such change which constitutes an increase in the teaching load, other than as overload, is subject to all of the other provisions of clauses 5:07-5:22, including review by the URCFW. Should any such change require teaching in a semester which would otherwise have been free of teaching duties for the faculty member, it may be made only with the faculty member's consent. A faculty member returning from leave or extended illness after the beginning of a semester when it is not reasonably possible for her/him to fulfil her/his assigned teaching duties shall be assigned such other responsibilities as part of her/his workload within the same semester consistent with the terms of this Agreement and in particular this Article 5.
- 5:13 There shall be no increase in the overall average teaching load (defined as including all course assignments and remissions) of an AAU unless agreed otherwise by the parties.

- 5:14 Both the University and the Association agree that one of the objectives of clauses [5:07](#)-5:22 is to reduce the number of posted courses throughout the University.
- 5:15 There shall be established a University Review Committee on Faculty Workloads (URCFW) comprising eight (8) persons:
- (a) three (3) to be appointed from among the members of the Senate by the President, including the Provost who shall act as Chairperson;
  - (b) four (4) to be appointed by the Association from among the members of the Senate who are not *ex officio* members; and
  - (c) a non-voting employment equity/procedures assessor.
- 5:16 The URCFW shall review the teaching assignment(s) of a faculty member or faculty members upon the request of the member(s) and shall consider the following:

- (i) the Dean's reasons for making and Head's reasons for recommending the assignments;
- (ii) the Dean's application of the criteria in clause [5:08 \(c\)](#) and Head's application of the criteria in clause 5:08 (c) in recommending the assignments;
- (iii) the faculty member's reasons for requesting the review;

And in the case of an assignment of an additional semester course pursuant to [5:08 \(d\)](#) URCFW shall also consider:

- (iv) the Dean's reasons, after consultation with the Head, for concluding that the member has not maintained the approved standard of research/scholarship/creative activity and has not provided a plan for future research/scholarship/creative activity that the member has demonstrated as likely to be fulfilled, after having been provided with the opportunity to do so;
- (v) the member's written explanation demonstrating that she/he has maintained the approved standard of research/scholarship/creative activity; and
- (vi) any written outline of the member's plan for future research/scholarship/creative activity.

Such requests for review of the teaching assignment(s) must be made to the Chair of URCFW in writing, accompanied by a statement of the basis of the request and supporting documentation on or before March 15 immediately following notification of the assignment(s) or the fifteenth day after notification of the assignment(s) to the faculty member(s), whichever is later. A copy of the request(s) for review and supporting documentation shall be forwarded to the Dean and Head by the Chair of URCFW within seven (7) days of receiving them.

- 5:17 The Dean, after consultation with the Head, shall provide a written response stating reasons for the decision under review. The written response, together with supporting documentation shall be forwarded to the member(s) at least ten (10) working days before the URCFW is scheduled to convene. Subsequent to receiving the response of the Dean, the member(s) may submit documentation in support of the request to the Chair of URCFW until five (5) working days before URCFW is to be convened. Thereafter and up to, and including the date scheduled for the review by URCFW, only documentation previously unavailable to the Dean or Head or the member(s) at the time they provided their statements and the supporting documentation may be submitted by any one or more of them. All the documentation submitted to the Chair of URCFW under this clause shall be forwarded to the Dean, the Head and the member.
- 5:18 Any review under clause [5:16](#) above will include a review of the overall workload of the faculty member(s). The URCFW meeting shall be open to the member(s), the Dean and the Head at all times except for when it is deliberating on its decision under clause 5:19 or when it is deliberating on a procedural decision. The URCFW shall convene at the call of the Chair to conduct the review requested of it and shall hear the representations from the member(s) and from the Dean or the Head. The member(s), the Dean and the Head shall furnish or cause to be furnished all information and documentation within their control as may be required by URCFW in carrying out its review of the member's (s') request. The order of presentations to the URCFW shall be as follows: the member(s) shall present the basis of the request for review; the Dean or the Head shall present the basis for the assignments; the member shall have an opportunity to respond. The member(s) may be accompanied at the URCFW hearing by an observer appointed by the Association.



- 5:19 After the review the URCFW shall, in a majority decision,
- (i) confirm the teaching assignment for the faculty member(s), or
  - (ii) vary the teaching load of the faculty member or faculty members in order to achieve a just and more equitable workload.
- 5:20 Except as hereinafter provided the decision of the URCFW shall be binding upon the parties and shall be implemented by the Dean or Head. The decision shall be given in writing to the parties concerned no later than thirty (30) days after the written request made under clause [5:16](#) above.
- 5:21 Recourse to the grievance and arbitration procedures in this Agreement in cases of confirmation or variation of teaching assignment by the URCFW and is limited to instances where it is alleged that the confirmation or variation:
- (a) involves discrimination within the meaning of Article 11 or a breach of Article 12 of this Agreement, or
  - (b) involves violation of academic freedom within the meaning of Article 10 of this Agreement, or
  - (c) involves a procedural irregularity or defect in the application of, or failure to apply, the appropriate procedures, or
  - (d) is not just and equitable.
- Grievances arising from the confirmation or variation of teaching assignment by URCFW shall commence at Step 3.
- 5:22 The parties agree that arbitration proceedings under clauses [5:07](#) - [5:21](#) shall be referred to a single arbitrator under clause [39:14](#) of this Agreement.
- 5:23 **Rights, Duties and Responsibilities in Respect of Teaching and Counselling**  
A member may select and use those teaching and support materials as well as those specific instructional techniques and technologies which she/he believes to be appropriate. However,
- (a) this selection and usage must be consistent with the policies and guidelines in force at the time the selection is made;
  - (b) resources required for techniques and technologies selected must already be available to a member's AAU, and
  - (c) this selection and usage must advance the goal of effective learning.
- 5:24 The rights of a faculty member in respect of teaching and counselling shall be as follows:
- (a) to teach and counsel;
  - (b) to be consulted in advance of the assignment of her/his teaching and counselling duties;
  - (c) to order the course content and employ the teaching methodology appropriate to the subject matter and learning outcomes, consistent with academic freedom as set forth in Article 10 of this Agreement;
  - (d) to apply disciplinary measures in order to maintain a learning environment;
  - (e) to receive reasonable notification of assigned duties;
  - (f) to innovate teaching methods in order to improve teaching performance with due regard for the protection of the rights of students; and
  - (g) to be consulted about and have input into program development, design, delivery and evaluation.
- 5:25 The responsibilities of a faculty member in respect of teaching and counselling shall be as follows:
- (a) to foster and maintain a learning environment which is productive of scholarly learning;
  - (b) to deal with students fairly and ethically including respecting appropriate principles of confidentiality;
  - (c) to be conscientious in the preparation, organization and revision of subject matter and of course materials related to her/his assigned teaching duties;

- (d) to comply with AAU policies concerning the coverage of course content and consistency in the assessment of students among and between multiple sections of the same course;
- (e) to participate in program development, design, delivery, and evaluation;
- (f) to teach the assigned courses to registered students at the times and places in the academic sessions designated in the published time table and except in the case of distance education courses, be present in the assigned place and times except as modified by mutual agreement by the faculty member and the Dean;
- (g) to inform in the course outline her/his students of course requirements, assignments, and evaluation methods and their timing and any other matters relating to course delivery as required by Senate bylaws and policies;
- (h) to notify students and the Head or in her/his absence, the Dean as far in advance as is practicable of the postponement and rescheduling of any class; postponement and rescheduling shall occur only in exceptional circumstances beyond the reasonable control of the faculty member or when prior arrangements have been made with the Head or in her/his absence, the Dean;
- (i) to evaluate students' performance and comply with the procedures and deadlines for reporting and reviewing grades except in circumstances beyond the reasonable control of the faculty member;
- (j) in each semester in which a member has been assigned a teaching load the member shall make himself/herself available for student consultation on course-related matters on a regular basis, including examination periods, for the number of hours per week equal to the smaller of either five (5) or of two (2) times the number of courses the member has been assigned to teach in that semester, to meet the reasonable needs of students, and to make known this availability in writing in the course outline to their students and to the AAU Head within two (2) weeks after the start of lectures in a class or within such other time period as may be required by Senate bylaws and policies;
- (k) to ensure as far as practicable that tutorials conducted by teaching assistants are productive of scholarly learning;
- (l) where applicable, to supervise the work of the students and laboratory assistant(s), attend laboratories, provide for tutorials and engage in such other activities related to assigned credit courses so as to fulfill the assigned teaching load;
- (m) to supervise, when applicable, students' research, practical work, theses and major papers, projects and seminars;
- (n) to ensure the rights of students, when innovating or experimenting with teaching techniques and formats, by conforming to AAU guidelines or by obtaining the approval of the appropriate AAU Head;
- (o) to supervise and invigilate her/his examinations only; when a faculty member, for good reason, cannot be present during an examination, she/he shall ensure that appropriate supervision and invigilation take place;
- (p) faculty are expected to take every precaution reasonable in the circumstances respecting the safety and health of co-workers and students in the discharge of their duties pursuant to this clause;
- (q) to accept a fair and equitable share of student academic advising responsibilities.

#### Rights, Duties and Responsibilities as a Scholar Researcher

- 5:26 Scholarly and research activity conducted by a faculty member shall be directed to the objectives of increasing knowledge and understanding, improving the scholarly competence of the teacher and of initiating students, insofar as possible, into the academic discipline.
- 5:27 While the nature and extent of the endeavours of each faculty member may vary, a faculty member shall have the right and responsibility to devote a reasonable proportion of her/his time to research, scholarly and creative activity as evidenced through publication, public lectures or other appropriate means. Class lectures shall not be considered to be the dissemination of research. The University agrees to provide as far as is practicable adequate facilities for research and scholarly activities.
- 5:28 Subject to clause 5:30, a faculty member shall be free to disseminate the results of her/his research through publications, public lectures, conference presentations and other appropriate means and shall endeavour to publish the results of her/his scholarship except where she/he considers that bona fide academic, moral and/or ethical reasons exist for withholding publication.

- 5:29 A faculty member shall, where appropriate, in her/his scholarly works acknowledge her/his affiliation with the University and any reliance on the work and/or assistance of others.
- 5:30 Where a faculty member undertakes to do research and the terms of the contract and/or research funding compel her/him to withhold dissemination of that research, then such research shall not constitute scholarly or research activity for purposes of this Agreement, unless and until the research is disseminated through publication, public lectures, conference presentations and other appropriate means or unless the Provost agrees otherwise, whichever occurs first.
- 5:31 Annually on July 15, each faculty member and sessional lecturer shall provide in writing, or electronically, on a template to be provided by the University, to the Provost, and the Dean, with a copy to the Head, a complete current *Curriculum Vitae* as provided for in Schedule "A".
- 5:32 In order to make recommendations respecting career progress the Head, or in the case of a Head, the Dean, shall complete performance reviews as required in the Senate Bylaws and in addition shall complete a performance review for tenured professors and librarians with permanence every three (3) years. In the case of a cross-appointment under Senate Bylaw 20, each cross-appointed member shall have a primary AAU and the AAU Head of the primary AAU, shall have the responsibility for conducting the performance review in accordance with clause 31:02 (n). In so doing the Head, or in the case of a Head, the Dean, shall consider, in respect of a faculty or librarian member, appropriate criteria, including the provisions of this Agreement and any criteria agreed by the AAU Council. If the conclusion of a performance review in respect to a faculty or librarian member who has tenure or permanence as the case may be, is that the performance is unsatisfactory, such faculty or librarian member shall be reviewed annually until the result is that the performance is satisfactory, at which time performance reviews will be conducted on a triennial basis.
- The performance review shall be in writing and shall be completed by October 1 and shall be placed in the faculty or librarian member's personnel file. Each faculty or librarian member who has received a performance review under this Article, within five working days of being informed of the contents of the review, shall have the right to make a written response which shall also be placed in his or her file. In conducting the performance review the Head, or in the case of a Head, the Dean, shall review the faculty or librarian member's current *Curriculum Vitae* and any other material that the faculty or librarian member and Head, or in the case of a Head, the Dean, may agree is relevant to the review. The Head, or in the case of a Head, the Dean, shall make such recommendations for promotion, tenure or renewal or about the future performance of the person receiving the review as may be pertinent to the faculty or librarian member's carrying out her/his duties under this Agreement.
- 5:33 A faculty member in pursuing her/his research responsibilities shall not exploit in any manner students under her/his supervision by requiring participation beyond that which is the requirement for academic credit.
- Other Rights, Duties and Responsibilities
- 5:34 Faculty members are required to work safely and to report all unsafe or unhealthy conditions and are expected to take every precaution reasonable in the circumstances respecting the safety and health of co-workers and students by abiding by all legal requirements regarding health and safety as they relate to the discharge of their duties pursuant to this clause.
- 5:35 Consistent with her/his teaching and research responsibilities to the University, a faculty member shall have the right and responsibility, where eligible, to serve as a member of AAU or Faculty councils and committees and, where eligible, in duly constituted bodies under the University of Windsor Act and/or this Agreement when called upon to do so or when elected to such bodies. In exercising these rights and fulfilling these responsibilities, a faculty member shall not act so as to infringe the academic freedom of any other faculty member.
- Outside Activities
- 5:36 The primary responsibilities of a faculty member are teaching and research. Consistent with these responsibilities to the University, a faculty member shall have the right to participate in the activities of her/his profession, professional association(s), learned society(ies), professional advisory boards or professional committees. A member is encouraged to participate in outside activities referred to in this clause 5:36 that will enhance the standing both of the member and of the University.
- 5:37 A faculty member may engage in outside professional activity or act in a consulting or advisory capacity to public or private clients, recognizing that suitable contact with the public and private sectors offers a desirable means whereby she/he may relate her/his professional activities and teaching to current practice, trends and developments, and thereby secure stimulation and experience valuable to her/his continued growth in her/his field of special interest and in enriching her/his educational services, subject to the following:
- (a) such professional activity shall not conflict or interfere with the fulfilment of her/his duties and responsibilities to the University as provided in this Agreement;
  - (b) the University may be the vehicle for outside professional activities or consulting by being a party to the contract. Under those circumstances, certain University services (such as payroll, accounts payable)

would be made available to the individual faculty member in performing the activity/consulting. In those circumstances where the University is not the vehicle for outside professional activities or consulting by being a party to the contract, a member shall not devote more than an average of three (3) work days or equivalent per month, not to exceed thirty-six (36) days during normal University business hours to such activities in any academic year;

- (c) such professional activity shall not reflect adversely or be to the detriment of the University;
- (d) a written statement (subject to the rules of professional confidentiality) of the nature, scope and extent of any professional activity or action in a consulting or advisory capacity shall be given by the member to the Dean and Head who shall assess compliance with clause [5:36](#) and this clause 5:37;
- (e) the University shall be reimbursed for supplies, equipment, facilities and space used in connection with the professional activity, except that University activities shall have priority in such use;
- (f) the name of the University or the University letterhead shall not be used in correspondence between a faculty member and her/his client, or in any report she/he may submit, and the name of the University shall not appear in any publicity or commercial presentation of the results of the consulting work nor shall the faculty member represent himself/herself as an agent of the University, except where the University is a party to the contract. If the University is not a party to the contract, the faculty member shall ensure the client does not consider the member as an agent of the University.

#### Rights, Duties and Responsibilities in Respect of Other Assigned Duties

5:38 Clauses [5:01](#) to [5:37](#) inclusive apply *mutatis mutandis* to activities such as coaching, program direction, play direction, staging of musical programs and athletic events whenever these are assigned duties for faculty members.

#### Rights, Duties and Responsibilities of Ancillary Academic Staff

5:39 When the duties mentioned in clause [5:38](#) are assigned to ancillary academic staff members of the bargaining unit, clauses 5:40 - 5:45 concerning rights, duties and responsibilities shall apply to such members.

5:40 An ancillary academic staff member in fulfilling her/his duties and responsibilities shall deal ethically and fairly with colleagues and students and shall respect appropriate principles of confidentiality.

5:41 Ancillary academic staff members are normally engaged on a full-time yearly basis from July 1 to the subsequent June 30.

5:42 An ancillary academic staff member shall be entitled to four (4) weeks vacation per year and may take part or all of her/his annual vacation at a time which shall be mutually agreed with the Dean or her/his delegate/designate.

5:43 The parties recognize that the overall workload of ancillary academic staff members will be as contained in the member's job description.

5:44 The Dean or her/his delegate/designate after consultation with ancillary academic staff member(s), will assign and schedule all duties and shall advise each ancillary academic staff member of her/his assignment.

5:45 Ancillary Academic Staff are required to work safely and to report all unsafe or unhealthy conditions and are expected to take every precaution reasonable in the circumstances respecting the safety and health of co-workers and students by abiding by all legal requirements regarding health and safety as they relate to the discharge of their duties pursuant to this clause.

#### Rights, Duties and Responsibilities of Librarian Members

5:46 (a) The rights and responsibilities of a librarian member flow from the objects and purposes of the University which are the advancement of learning and dissemination of knowledge, the intellectual, spiritual, moral, social and physical development of its members and students and the betterment of society; from her/his position as a librarian member; from the expectations of the University; from the requirements of the students; and from the legitimate claims of the community. In exercising her/his rights and in fulfilling her/his duties, a librarian member shall deal fairly and ethically with colleagues and students and shall respect appropriate principles of confidentiality.

(b) The primary rights, duties and responsibilities of a librarian member shall be those listed and described in clauses 5:46 to 5:55.

- 5:47 A librarian member shall have appropriate professional and academic qualifications. The following category descriptions for librarian members foster recognition of the needs of the Library and of the University and recognition of professionalism of individual librarian members. A librarian member may be engaged with, from time to time and as assigned:
- (i) collection development and management, including but not limited to selection, acquisition and preservation of library materials;
  - (ii) bibliographic organization and control of library materials;
  - (iii) direction, planning, implementation and supervision of library systems and electronic resources;
  - (iv) reader services, including but not limited to, general and specialized reference, interlibrary loan, bibliographic instruction and information literacy;
  - (v) managing, planning, organizing, implementing and directing the delivery of service to the publics served by the University Library or the Law Library; and
  - (vi) liaison with faculty members and students.

- 5:48 The University Librarian/Law Librarian, after consultation with the librarian member and where appropriate the Department Head, will assign and schedule workload in writing.

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

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

- (a) The University Librarian/Law Librarian will provide copies of the assignments of workload for the members of the University Library/Law Library on the following basis:
  - (i) three (3) copies shall be available on Reserve in the appropriate Library.
  - (ii) a complete copy of the workload assignments shall be sent to the Office of the Association.Such copies shall be provided on or before the deadline for notifying librarian members of their assignments.
- (b) There shall be established a University Review Committee on Librarian Workloads (URCLW) comprising eight (8) persons:
  - (i) three (3) to be appointed by the President, including the Provost or delegate who shall act as Chairperson;
  - (ii) four (4) to be appointed by the Association; and
  - (iii) a non-voting employment equity/procedures assessor.
- (c) The URCLW shall review the workload of a librarian member or librarian members upon the request of the member(s). Such requests for review of the workload must be made to the Chair of URCLW in writing, accompanied by a statement of the basis of the request and supporting documentation on or before March 31 immediately after notification of the assignment(s) or the fifteenth day after notification of the assignment(s) to the librarian member(s), whichever is later. A copy of the request(s) for review and supporting documentation shall be forwarded to the University Librarian and the Associate Librarian by the Chair of URCLW within seven (7) days of receiving them.
- (d) A written response of the University Librarian stating reasons for the decision under review together with supporting documentation shall be forwarded to the librarian member(s) at least ten (10) working days before the URCLW is scheduled to convene. Subsequent to receiving the response of the University Librarian, the librarian member(s) may submit documentation in support of the request to the Chair of URCLW until five (5) working days before URCLW is to be convened. Thereafter and up to, and including the date for the review by URCLW, only documentation previously unavailable to the University Librarian or the Associate Librarian or the librarian member(s) at the time they provided their statements and the supporting documentation may be submitted by any one or more of them. All the documentation submitted to the Chair of URCLW under this clause shall be forwarded to the University Librarian, the Associate Librarian and the librarian member(s).

- (e) Any review under clause [5:48 \(c\)](#) above will include a review of the overall workload of the librarian member(s). The URCLW meeting shall be open to the member(s), the University Librarian and the Associate Librarian at all times except for when it is deliberating on its decision under clause 5:48 (f) or when it is deliberating on a procedural decision. The URCLW shall convene at the call of the Chair to conduct the review requested of it and shall hear the representations from the librarian member(s) and from the University Librarian or the Associate Librarian. The librarian member(s), the University Librarian, or Associate Librarian shall furnish or cause to be furnished all information and documentation within their control as may be required by URCLW in carrying out its review of the librarian member's (s') request. The order of presentations to the URCLW shall be as follows: the librarian member(s) shall present the basis of the request for review; the University Librarian or Associate Librarian shall present the basis for the assignments; the librarian member(s) shall have an opportunity to respond. The librarian member(s) may be accompanied at the URCLW hearing by an observer appointed by the Association.
- (f) After the review the URCLW shall, in a majority decision,
  - (i) confirm the workload for the librarian member(s), or
  - (ii) vary the workload of the librarian member or librarian members in order to achieve a more equitable workload within the Library.
- (g) Except as hereinafter provided the decision of the URCLW shall be binding upon the parties and shall be implemented by the University Librarian or Associate Librarian. The decision shall be given in writing to the parties concerned no later than thirty (30) days after the written request made under clause [5:48 \(c\)](#) above.
- (h) Recourse to the grievance and arbitration procedures in this Agreement in cases of confirmation or variation of workload by the URCLW is limited to instances where it is alleged that the confirmation or variation:
  - (i) involves discrimination within the meaning of Article 11 or a breach of Article 12 of this Agreement, or
  - (ii) involves violation of academic freedom within the meaning of Article 10 of this Agreement, or
  - (iii) involves a procedural irregularity or defect in the application of, or failure to apply, the appropriate procedures, or
  - (iv) is not just and equitable.

Grievances arising from the confirmation or variation of workload by URCLW shall commence at Step 3.

- (i) The parties agree that arbitration proceedings under clauses [5:47 - 5:48](#) shall be referred to a single arbitrator under clause [39:14](#) of this Agreement.

5:49 The primary rights, duties and responsibilities of a librarian member shall include an appropriate combination of the following:

- (a) the right and the responsibility, as provided in this Agreement, to develop professionally and, where appropriate, academically, and to devote her/his energies to fostering an environment conducive to learning in the libraries;
- (b) the responsibility to carry out the approved policies and duties in the University Library or the Law Library, subject to clauses [5:46 - 5:48](#);
- (c) consistent with her/his primary duties and responsibilities to the University, a librarian member shall have the right and responsibility, when eligible, to serve as a member of duly constituted library committees and to participate, when eligible, in duly constituted bodies under the University of Windsor Act and/or this Agreement when called upon to do so or when elected to such bodies.

5:50 (a) There shall be a University Library Administrative Committee to recommend the formulation of Library policy and procedures. Membership shall be as follows:

- the University Librarian as Chairperson,
- the Associate Librarian,
- the University Library librarian members,
- two representatives of the full-time library support staff, elected annually by and from full-time library support staff,
- three (3) students, one to be nominated by each of the presidents of UWSA, OPUS, and SGS.

- (b) Members of the University Library Administrative Committee who hold limited term appointments or are representatives of library support staff shall not participate in appointment procedures for librarians, or for the University Librarian or for Associate University Librarians, or in promotion, renewal and permanence procedures, or stand for election to the Senate or serve on Senate.
- 5:51 Librarian members are normally engaged on a full-time yearly basis from July 1 to the subsequent June 30.
- 5:52 Librarians are entitled to annual vacation following the provisions of clause [46:02](#).
- 5:53 Consistent with her/his primary duties and responsibilities, a librarian member shall have the right and responsibility to participate in the activities of her/his profession(s), professional associations and/or learned societies and is encouraged to participate in such activities which will enhance the standing of both the librarian member and the University.
- 5:54 Librarian members, when engaged in teaching, research and/or outside activities as defined in clauses [5:23](#) to [5:37](#) inclusive of this Agreement, shall have the same rights and responsibilities as faculty members, *mutatis mutandis*.
- 5:55 Librarians are required to work safely and to report all unsafe or unhealthy conditions and are expected to take every precaution reasonable in the circumstances respecting the safety and health of co-workers and students by abiding by all legal requirements regarding health and safety as they relate to the discharge of their duties pursuant to this clause.
- Files and Personal Communications
- 5:56 The University acknowledges that a member's files, by which is meant files which are not maintained for University purposes or business, and personal communications, including those that are stored or transferred electronically on University computer systems are private, and that the University does not have a right to examine or to utilize the content of such files and communications.
- Outside Employment
- 5:57 Except as otherwise provided in clauses [5:36](#) and [5:37](#) no faculty, librarian, or AAS member shall be employed outside the university, unless agreed by the Provost following the recommendation of the Dean in consultation with the Head provided that:
- (a) such employment shall not conflict or interfere with the fulfilment of her/his duties and responsibilities to the University as provided in this Agreement;
- (b) such employment shall not reflect adversely or be to the detriment of the University;
- Delivery of Credit Courses Taught Through Distance Education
- 5:58 A faculty member who has written or made a major revision of a distance education course at the request of the University shall have the right to teach that course the first two (2) times it is offered. Such member will make best efforts to be available to teach the course the first two (2) times it is offered. After the member has taught the course two (2) times an assignment may be made to a member as part of normal workload or an appointment may be made in accordance with the criteria and procedure outlined in Article 54 of this Agreement.

## **ARTICLE 6 MANAGEMENT RIGHTS**

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

## **ARTICLE 7 EXISTING PRACTICES**

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

## ARTICLE 8 FACILITIES AND SUPPORT SERVICES

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

- (a) secretarial services, which shall be made available to members for University business, such as teaching, research, scholarly and professional activities related to University business. Priorities for the use of such secretarial services shall be determined by the AAU Head or Associate Librarian as appropriate;
- (b) telephone service, including long distance access codes for University business purposes, will be available to all faculty and librarian members. A Sessional member may request a long distance access code from her/his AAU Head in order to conduct University business. The Head shall consider the request in light of the operational needs of the AAU;
- (c) office space. Such space may not be reassigned without notice to the member and such space shall not be unreasonably reassigned;
- (d) (i) parking space. The University shall endeavour, subject to available space, to give priority in the assignment of parking to members in the parking lot nearest their assigned work area, provided request for such parking space has been received by April 1st of the year in question. After such date, assignment of parking will be on a first come, first served basis. Members holding valid permits to Lots P or U shall be allowed to park in Lots D or R without additional charge. The Association shall be entitled to appoint a member to the University Parking Committee annually. The Vice-President, Administration and Finance, shall provide to the Association an annual statement of the income and expenditures related to the operation of the University parking lots. The University shall provide the Faculty Association with sixty (60) days written notice of any intent to increase parking fees for members;
- (ii) parking of bicycles. The University shall provide facilities for the parking of bicycles;
- (e) supplies and equipment;
- (f) computing services, including free use of dial-up services for the duration of this Agreement;
- (g) instructional aids;
- (h) duplicating facilities;
- (i) laboratory services;
- (j) multi-media/instructional services;
- (k) teaching and research assistance (subject to clause [9:02](#));
- (l) Within six (6) months of the signing of this Agreement, the University agrees to determine and display prominently the occupancy of classrooms in accordance with the Fire Code contained in the Ontario Building Code.

8:02 Where users' committees exist in relation to the foregoing facilities and support services, such committees shall continue to perform their advisory functions during the term of this Agreement.

## ARTICLE 9 EMPLOYMENT OF NON-MEMBERS OF THE BARGAINING UNIT

9:01 A member of the Board of Governors, President, Provost, Vice-Presidents, Vice-Provosts, Associate and Assistant Provosts, Associate and Assistant Vice-Presidents, Vice-Provost, Students and Registrar, Deans, Director of Athletics and Recreational Services, Associate Director of Athletics and Recreational Services, University Librarian, Director of the Centre for Teaching and Learning, Director of Faculty Recruitment and Retention, Executive Director of the Centre for Executive Education, Director, Medical Studies, or any such person serving in an acting



capacity, or other persons excluded from the bargaining unit by the decision of the Ontario Labour Relations Board dated May 13, 1976 and any amendments thereto, may engage in teaching, student consultation and advising, research/scholarship/creative activity, and librarianship.

- 9:02 Faculty and sessional members in the performance of their duties may be assisted by teaching assistants, graduate assistants, and teaching fellows and in their research and scholarly activities by research assistants or associates.
- 9:03 All appointments of visiting professors are made by the Board of Governors following approval of an AAU Council through an appropriate AAU Appointments Committee.

#### **ARTICLE 10 ACADEMIC FREEDOM**

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

#### **ARTICLE 11 NO DISCRIMINATION**

- 11:01 The parties acknowledge that the provisions of this Agreement shall apply to all members without discrimination, interference, restriction or coercion and, in carrying out their respective obligations and in exercising their respective rights under this Agreement; neither will they discriminate against any member because of race, creed, colour, age (except for retirement in accordance with the University Retirement Plan), sex, sexual orientation, marital status, family relationships (subject to Senate Policy and the terms of this Agreement), nationality, ancestry, place of origin, political or religious affiliation or belief, clerical or lay status, physical or mental disability (except where such disability would clearly prevent performance of the required duties), conviction for which a pardon has been granted, or membership or involvement in any lawful organization, nor will they engage in any other discriminatory practices prohibited by law.

Notwithstanding the foregoing, the provisions of this Article may be superseded by programs and policies connected with or pursuant to Employment Equity Policies of the University or the Pay Equity Act or any other equity or human rights legislation.

#### **ARTICLE 12 APPOINTMENT OF MEMBERS**

- I. Appointments (General)
- 12:01 In accordance with Section 21(1)c of the University of Windsor Act, the Board of Governors shall continue to have power to appoint members of the academic staff, but all such appointments made by the Board of Governors shall be made in accordance with the rules and regulations, with respect to qualifications for appointment, as may from time to time be adopted by the Senate, and the President shall, before making such recommendations for appointment, consult with the appropriate committee of the Senate regarding such appointments.
- 12:02 Each appointment is made by the Board of Governors on the recommendation of the President after compliance with the procedures set forth in this Article 12.
- 12:03 A letter of appointment signed by the President shall be sent by mail to each person appointed to a position within the bargaining unit. Each such letter shall specify the class, length, terms and conditions of appointment, including rank and Normal Salary.

12:04 The University undertakes to provide to each new member, as soon as practicable after the inception of her/his employment with the University, a comprehensive pamphlet or pamphlets setting out in detail the particulars of all of the University's fringe benefit Plans.

## II. Appointment of Faculty Members

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

- (a) Appointment of Limited Term - i.e., an appointment of a specified period of one (1) to three (3) years subject to annual review and continuation for appointments of two (2) and three (3) years, implying no commitment by the University of renewal or continuation beyond the specified term and limited to:
  - (i) replacement of persons on sabbatical or other leave;
  - (ii) engagement of distinguished visiting professors or persons with special knowledge, expertise, or experience;
  - (iii) accommodation of enrolment fluctuations of probable short duration;
  - (iv) accommodation of vacancies in the full-time academic staff until full-time qualified persons acceptable for appointments are available.
- (b) Probationary Appointment - i.e., an appointment for a specific term, called the probationary period, during which the University undertakes to give serious consideration, subject to the provisions of Article 13, and in accordance with the procedures of the appropriate Senate By-law, to the granting of tenure to the faculty member involved during the last year of the total probationary period. In exceptional circumstances a faculty member may be considered for tenure prior to the expiration of the probationary period, provided the member has served for two years at this University prior to such application. The total probationary period shall be:
  - (i) Lecturer - the total probationary period for a Lecturer shall not exceed seven (7) years' service at this University. Further reappointment beyond the maximum probationary period shall be with tenure.
  - (ii) Assistant Professor - the total probationary period for an Assistant Professor shall not exceed five (5) years' service at this University at any rank. Further reappointment beyond the maximum probationary period shall be with tenure.
  - (iii) Associate Professor - the total probationary period for an Associate Professor shall not exceed four (4) years' service at this University at any rank. Further reappointment beyond the maximum probationary period shall be with tenure.
  - (iv) Professor - the total probationary period for a Professor shall not exceed three (3) years' service at this University at any rank. Further reappointment beyond the maximum probationary period shall be with tenure.

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

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

- (c) Appointment with Tenure (or without Term) - i.e., an appointment without specified term which shall be with tenure and which shall continue until the normal retirement age or unless terminated in accordance with the provisions of this Agreement, and subject to the provisions of this Agreement with respect to lay-off.

- (d) Where a member on a probationary appointment has to take medical leave of more than six (6) weeks the member may elect to extend the period for which her/his performance must be considered for renewal of her/his appointment or for tenure by no more than the period of time for which she/he took medical leave. All deadlines and procedures relating to the consideration of renewal of the member's appointment or tenure shall be extended by the extension period so elected by the member.
- (e) In case of serious illness, extraordinary family responsibilities or other exceptional circumstances, a member may request in writing, in a letter directed to the Provost, to have her/his consideration for tenure extended for a period of up to three (3) years. Such extensions shall not be unreasonably denied. The Faculty Association shall be notified of all such requests in writing as soon as possible.
- 12:06 (a) The total period of appointments of limited term at any rank shall not exceed the appropriate duration of probationary periods at that rank. Any further reappointments shall be with tenure; this clause shall not apply to persons appointed to professorships under clause 12:06 (b).
- (b) (i) Where the University seeks to appoint a person to a professorship funded by an external organization or individual, such appointment shall be made in accordance with Senate Bylaws, this Agreement and such terms as the external organization or individual may request as a condition of funding the professorship, and the University may agree.
- (ii) Persons appointed to professorships funded by an external agency under a funding agreement with the University shall be appointed for a period of not more than five (5) years which may be renewed in accordance with the appointment procedures under the Senate Bylaws and this Agreement for such period as the funding is expected to continue.
- (c) Members who have accumulated service on a limited term basis and obtain a probationary stream appointment shall have the normal probationary period under clause [12:05 \(b\)](#) corresponding to their rank.
- 12:07 All limited term appointments will be considered to be at least at the rank of Lecturer and entitled to, at the minimum, the salary floor for their rank.
- 12:08 All limited term reappointments shall be eligible for the same salary increases as probationary appointments.
- 12:09 Limited term appointments and initial probationary appointments shall normally commence on July 1 or January 1. However, where the teaching program of an AAU would be benefited, appointments may commence on appropriate dates to meet the needs of the program.
- (a) An initial probationary appointment commencing on January 1 shall be for a term of eighteen (18) months therefrom.
- (b) A limited term appointment commencing on January 1 may be for a term of twelve (12) months or eighteen (18) months therefrom.
- (c) A limited term or probationary appointment of eighteen (18) months shall be deemed equivalent to one (1) year of service for the purposes of tenure consideration.
- 12:10 (a) **Research Chairs**  
The creation of research chairs by the University shall be subject to the agreement of Senate. Such chairs may be open to either internal or external candidates or both. Appointments to such chairs shall be made following a process determined by the President. Appointments shall be made by the President on the recommendation(s) of a committee appointed by the President composed of the Vice-President, Research (Chair), the Provost, the Dean of Graduate Studies, a University Professor, a faculty member holding a junior Canada Research Chair or equivalent, and an employment equity and procedures assessor. Both genders shall be represented on this committee. All appointments of external candidates shall be subject to the agreement of the relevant AAU(s).
- (b) **Research Leadership Chairs**  
(i) **University Research Leadership Chairs Committee (URLC)**  
The University Research Leadership Chairs Committee shall have the following membership, in conformity with the requirement that both genders be represented among the voting members on the committee:
- Vice-President Research, Chair;  
Provost;  
Dean, Faculty of Graduate Studies;  
One University Professor;  
A junior Canada Research Chair or equivalent;  
An Employment Equity/Procedures Assessor (non-voting).

- (ii) Faculty Research Leadership Chairs Committee  
Each faculty shall have a Faculty Research Leadership Chair Committee with the following membership, subject to the requirement that, among the Dean and voting faculty members on the committee, both genders be represented:
- Dean, Chair;
  - Four (4) tenured faculty members who possess an established reputation for research, at least one (1) of whom shall hold the rank of University Professor or Professor or hold a Canada Research Chair, nominated and elected by the Faculty Coordinating Council or the Faculty Council, as applicable;
  - An external advisor may, at the election of the committee, be selected by it to assist in its deliberations (non-voting);
  - A student elected by and from the student members of the Council or Coordinating Council, as applicable;
  - An Employment Equity / Procedures Assessor (non-voting).
- (iii) When a University Research Leadership Chair appointment is to be made, the Faculty Research Leadership Chairs Committee shall make an open call to all faculty members in the Faculty for applications or nominations for the position of research leadership chair, specifying the qualifications and position requirements.
- (iv) Provided that the Dean of a Faculty can identify a vacant position for this purpose, the Dean may reserve one (1) or more chairs for external advertisement, in which case a position profile shall be submitted to the University Research Leadership Chairs Committee and reviewed and approved by it before the search process begins. The search shall be conducted by the Faculty Research Leadership Chairs Committee in accordance with usual appointments procedures but no appointment shall be finalized without a review and approval by the University Research Leadership Chairs Committee and the President.
- (v) All applicants and nominees shall be requested to provide:  
A letter of two (2) to four (4) pages in length describing what they propose to do in terms both of their own research agenda and their plans for research leadership if they were a successful candidate for a Research Leadership Chair;
- An up to date curriculum vitae supplemented by a statement detailing the candidate's record of support for the research of others;
- A list of five (5) potential external referees for the candidate; the referees should be 'arms length' individuals and the list shall not include the candidate's thesis supervisor or a person with whom the candidate has collaborated in research and derived any publication(s) or other works from that collaboration within the last five (5) years;
- Any external referee may provide a reference for the purpose of highlighting a candidate's record of research mentoring or support for the research of others.
- (vi) The Faculty Research Leadership Chairs Committee shall review the applications of all the candidates and create a short-list of three (3) or fewer if there were fewer than three (3) candidates.
- (vii) The Faculty Research Leadership Chairs Committee shall solicit letters of reference from at least three (3) and no more than five (5) referees of established research reputation in the candidate's field who are not faculty members within the University and who are at 'arms length' from the candidate; at least one (1) referee shall be chosen by the Faculty Research Leadership Chairs Committee from among the names on the list provided by the candidate and at least two (2) referees shall be nominated and chosen by the Faculty Research Leadership Chairs Committee.
- (viii) The Faculty Research Leadership Chairs Committee may, at its election, interview all, but not some, of the short-listed candidates.
- (ix) Following the review of the completed applications, the Faculty Research Leadership Chairs Committee shall forward the complete files of the three (3), or fewer if applicable, candidates with a rank order of the preferred candidate(s) with reasons for the selections to the Chair of the University Research Leadership Chairs Committee together with the PCEE's approval for the forwarding of the recommendations.
- (x) The University Research Leadership Chairs Committee shall consider the recommendations and if necessary seek clarification from the Dean of the Faculty submitting the recommendation(s).

- (xi) The University Research Leadership Chairs Committee may also seek further references should any matter require clarification.
  - (xii) The University Research Leadership Chairs Committee shall report its recommendation to the Dean of the proposing Faculty. If the decision is contrary to the recommendation forwarded by the Faculty Research Leadership Chairs Committee, the University Research Leadership Chairs Committee shall provide a reasonable opportunity for the Faculty Research Leadership Chairs Committee to respond. After receiving a response, or failing it, the University Research Leadership Chairs Committee shall make its recommendation and submit it for PCEE approval.
  - (xiii) The University Research Leadership Chairs Committee shall report its recommendation to the President following which the President shall convey her/his decision to the Committee. If the President's decision is positive, the positive recommendation shall be sent to the Provost who will work with the Dean to finalize the terms of the appointment in accordance with the terms of the University Research Leadership Chairs program.
  - (xiv) All proposed renewals of research leadership chair appointments will be reviewed by the Faculty Research Leadership Chairs Committee and thereafter by the University Research Leadership Chairs Committee employing the same process as for appointments above except that the Faculty Research Leadership Chairs Committee and the University Research Leadership Chairs Committee shall consider only the incumbent with specific reference to her or his performance as a research leadership chair.
- (c) Once an appointment is made, the terms and conditions of this Agreement shall apply to internally and externally funded research chair holders, including, but not limited to the following, University of Windsor Chairs, Canada Research Chairs, Natural Sciences and Engineering Research Council Industrial Research Chairs, and Endowed Chairs.
  - (d) Holders of research chairs may be compensated with a special research chair stipend in addition to her/his normal salary. The special research chair stipend shall be the difference between the chair holder's normal salary and the salary paid to the chair holder under 12:10 (e).
  - (e) The initial salary to be paid to the chair holder shall be:
    - (i) in the case of an internal candidate appointed to a junior chair, the greater of seventy thousand dollars (\$70,000) or the appointee's normal salary plus ten (10%) percent;
    - (ii) in the case of an external candidate appointed to a junior chair, a minimum of seventy thousand dollars (\$70,000), including any specified special research chair stipend;
    - (iii) in the case of an internal candidate appointed to a senior chair, the greater of one hundred thousand dollars (\$100,000) or the appointee's normal salary plus ten (10%) percent;
    - (iv) in the case of an external candidate appointed to a senior chair, a minimum of one hundred thousand dollars (\$100,000), including any specified special research chair stipend.
  - (f) This special research chair stipend and minimum salaries under 12:10 (e) shall be subject to all salary increases provided by this Agreement and shall cease when the research chair appointment ceases, except in the case of Canada Research Chairs which shall be subject to satisfactory external review at the time the appointment ceases. Following a successful review a former Canada Research Chair's normal salary shall be composed of her/his stipend and current normal salary.

### III. Appointment of Librarian Members

12:11

- (a) Whenever a Library position in the bargaining unit is to be filled, the University Librarian or the Law Librarian, as the case may be, shall cause to be made a search for and interview of suitable candidates. A candidate shall possess the qualifications for the appointment as adopted and applied by a search committee. The search procedure shall include internal advertisement of each such position and any external advertisement of such a position shall include insertion in appropriate Canadian publication(s). The recommendation of a search committee shall, in respect of a librarian in the University Library, be subject to the approval of the University Library Administrative Committee. The University Library Administrative Committee shall propose to the President the appointment of the candidate recommended by the Search Committee, or may cause the search to continue. The candidate recommended by a search committee, in respect of a librarian in the Law Library, shall be proposed to the President. The University shall not discriminate against females while making all reasonable efforts to recruit and hire qualified persons for available positions.
- (b) The procedure for the appointment of librarian members shall be as for faculty members *mutatis mutandis*.

12:12 A Search Committee, in the case of the University Library, shall be struck by the University Library Administrative Committee and shall be composed of the following:

- (a) the University Librarian, as Chairperson;
- (b) the Associate Librarian;
- (c) three (3) University Library librarian members elected by the University Library Administrative Committee;
- (d) one (1) student nominated by the presidents of UWSA, OPUS, and SGS; and
- (e) a non-voting employment equity/procedures assessor.

Both genders shall be included in a search committee. Where necessary, a librarian member from the non-represented gender shall be elected by the University Library Administrative Committee to the search committee from a list of eligible librarian members provided by the University.

12:13 A Search Committee, in the case of the Law Library, shall be struck by the Law Librarian and shall be composed of the following:

- (a) the Law Librarian, as Chairperson;
- (b) two (2) librarian members elected from the University and Law Library librarian members by librarians of the University Library and the Law Library, one (1) of whom shall be a Law Library librarian member whenever possible;
- (c) one (1) faculty member elected by and from Law faculty members of the Law Faculty Council;
- (d) one (1) student elected by and from student members of the Law Faculty Council; and
- (e) a non-voting employment equity/procedures assessor.

Both genders shall be included in a search committee. Where necessary, a librarian member from the non-represented gender shall be selected to the search committee by the Law Librarian from a list of eligible librarian members provided by the University.

12:14 The appropriate Chairperson shall call forthwith for nominations and shall then arrange for the election of librarian members to the Committees in clauses 12:12 and 12:13.

12:15 The *curriculum vitae* and all written references concerning each candidate shall be made available to the Search Committee; where deemed necessary, the Chairperson shall arrange for a campus visit by and interviews of such candidate(s).

12:16 Appointments to full-time Library positions within the bargaining unit shall be made in one of the following ranks: Librarian I, Librarian II, Librarian III, Librarian IV.

12:17 All full-time appointments of Librarian members within the bargaining unit shall be in one of the following three classes:

- (a) Appointment of Limited Term - i.e., an appointment of a specified period of up to three (3) years implying no commitment by the University of renewal or continuation beyond the specified term. The University shall only appoint within this class for the following purposes:
  - (i) eminent visiting librarians up to one (1) year;
  - (ii) replacement of sabbaticants up to one (1) year;
  - (iii) replacements of librarian members on leave for the duration of said leave;

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

- (b) Probationary Appointment - i.e., an appointment for a specified term during which the University undertakes to give consideration to renewal at yearly intervals thereafter and to granting of permanence in the last year of the probationary period subject to a performance assessment as per the criteria established in clauses [13:11](#) through [13:14](#). A librarian member may, however, be considered for permanent appointment at any time two (2) years after her/his initial appointment. The total probationary period of:
- (i) Librarian I shall not exceed five (5) years' service at this University. Appointments after five (5) years' service shall be deemed to be permanent.
  - (ii) Librarian II shall not exceed five (5) years' service at this University. Appointments after five (5) years' service shall be deemed to be permanent.
  - (iii) Librarian III shall not exceed four (4) years' service at this University. Appointments after four (4) years' service shall be deemed to be permanent.
  - (iv) Librarian IV shall not exceed three (3) years' service at this University. Appointment after three (3) years' service shall be deemed to be permanent.

Service shall not include the period of leave under clauses [18:05](#) (a) and [18:05](#) (b) and Article 20 of this Agreement, but service at another University may be considered in determining the time required, if any, for granting of permanence. Please refer also to clause [17:04](#) (d).

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

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

#### IV. Appointment of Ancillary Academic Staff Members

12:19 Whenever an ancillary academic position in the bargaining unit is to be filled, the Dean, shall cause a search to be made and shall arrange for the interview of suitable candidates. A candidate shall possess the qualifications for the appointment approved by the AAU ancillary academic staff Committee (hereafter "the AAS Committee"). Where teaching and research responsibilities normally performed by faculty members are to be assigned to the appointee, the appointment procedure to be followed will be the normal procedure for the appointment of faculty members. The search procedure which shall be in accordance with clauses [12:01](#) - [12:04](#) shall include internal advertisement of each such position and when approved by the Provost external advertisement of such a position in appropriate Canadian publication(s). The Dean after receipt of the written recommendations of the AAS Committee, shall propose to the President the appointment of the candidate(s) from among those recommended by the AAS Committee, or may cause the search to continue.

12:20 Ancillary academic staff members shall not be appointed as substitutes for full-time Academic or Sessional Lecturer appointments.

12:21 Each AAS Committee shall be composed of the following:

- (a) the AAU Head, or in the case of the Division of Athletics and Recreational Services, the Director, as Chair;
- (b) a member of the bargaining unit with appropriate experience in the work to be assigned to the successful applicant;

- (c) three (3) AAU members elected by and from the AAU or in the case of the Division of Athletics and Recreational Services the Department of Kinesiology;
- (d) such other person(s) as may be required under Senate Bylaws.

- 12:22 The Chair shall call for nominations to the AAS Committee and shall then arrange for the election of members to the Committee.
- 12:23 The *curriculum vitae* and all written references concerning each candidate shall be made available to the AAS Committee.
- 12:24 Initial appointment to ancillary academic staff positions shall be probationary for a period of six (6) months, at which time, on the recommendation of the AAS Committee, the appointment will be terminated forthwith or confirmed. In the case of appointments to athletic coaching positions, appointees will be subject to renewal annually by the Board of Governors on the recommendation of the President, in accordance with clause [13:24](#) for a period of three (3) years, after which reappointments will be renewable for periods of two (2) to five (5) years (the length of the appointment to be determined by the President after consultations with the AAS Committee). When the AAS Committee recommends non-renewal of the appointment of an athletic coach, the incumbent will receive one (1) month's notice of termination for each year of service, or payment in lieu of such notice, up to a maximum of twelve (12) months for twelve (12) years of service and longer.
- 12:25 A letter of appointment signed by the President shall be sent by mail at least three (3) weeks before commencement of duties to each ancillary academic staff appointee, which letter shall specify the length, terms and conditions of appointment and salary.
- 12:26 The following Articles and clauses of this Agreement shall apply to ancillary academic staff members: 1, 2, 3, 4, [5:38 - 5:45](#), 6, 7, 8, 10, 11, [12:01-12:04](#), [12:19-12:25](#), [13:22-13:27](#), 15, 16, 19, 20, 21, [22:03](#), [23:10-23:18](#), 24, 27, 28:04-28:10, 29, 30, 32, 33, 34, 35, 36, 37, 38, 39, 44, 45, [46:01](#) and [46:03](#), [47:03](#), 49, 50, 51, 52, 53, 58, 59, 60, 61 and Articles A., D., E., F., G., H., I., K., L.

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

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

- 13:01 The University and the Faculty Association agree with the principle that the basis for promotion is the performance of the individual determined on the basis of job-derived criteria. All renewal, promotion and tenure decisions shall be made in accordance with the procedures for achieving employment equity adopted by the Senate. A reasonable effort shall be made to specify the criteria to be used and to communicate them to faculty members.
- 13:02 The criteria for renewal of appointment, promotion, and granting of tenure of faculty members shall continue to be as adopted and applied by the Senate. Moreover, these criteria must not systematically discriminate against women, visible minority, aboriginal and disabled academics and shall be reviewed to ensure that they do not undervalue work which is done primarily by any such academics.
- 13:03 No faculty member with a limited term appointment may be reappointed to the same AAU at a rank lower than that held during her/his immediately preceding appointment.
- 13:04 Subject to clause [13:02](#), renewal of appointment, promotion and granting of tenure and renewal of faculty members, shall continue to be by action of the Board of Governors on the recommendation of the President who shall, before making such recommendations, consult with the appropriate committee of the Senate. Where a time limit is stipulated in a procedure as outlined in the Senate Bylaws or this Agreement for promotion and tenure, the administration and all persons and/or bodies bound by the time limit will take appropriate steps to ensure that the time is adhered to strictly. Nevertheless, where good and sufficient reasons are demonstrated, the time limits may be extended in order to accommodate such reasons. However, the body or person initiating any such extension shall give due advance notice of the extension and the reasons therefore to the body or person directly affected by the extension.

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

- 13:05 (a) UCAPT shall not make a negative recommendation on renewal, promotion and/or tenure without first notifying the candidate in writing of its concerns in detail (which includes all relevant documentation provided by the AAU Head to UCAPT, a copy of any current UCAPT letter to the AAU Head requesting a clear indication of issues and concerns, a copy of the response which the Head of the AAU shall be required to submit in writing to UCAPT, copies of all supporting documentation including contents of confidential letters with the author's identity remaining confidential) and affording the candidate an opportunity to make a presentation before UCAPT.



- (b) A candidate who is being considered for promotion or early tenure may elect to withdraw her/his name from consideration by UCAPT.
- (c) In those exceptional cases where UCAPT overrides the positive recommendations of the AAU Committee on Promotion and Tenure, the Chair of UCAPT shall provide reasons in writing for this action to both the AAU Head and the faculty member concerned.
- (d) For purposes of UCAPT reviews on renewal, promotion or tenure, the Employment Equity/Procedures Assessor(s) shall be appointed by the mutual agreement of the Chair of UCAPT and the President of the Faculty Association from amongst those persons on the list of Employment Equity/Procedures Assessors who have served at least three years (3) as Assessors on an AAU Promotion and Tenure Committee.

13:06 A member who opts to appear before the Promotion and Tenure Committee at either the AAU or UCAPT level shall have the right to be represented by the Faculty Association. The representative shall have the same rights and role in the proceedings as the member.

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

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

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

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

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

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

13:09 The University and the Faculty Association agree with the principle that the basis for promotion is the performance of the individual determined on the basis of job-derived criteria. All renewal, promotion and permanence decisions shall be made in accordance with the procedures for achieving employment equity adopted by the Senate.

13:10 The criteria governing the renewal of appointment, promotion and granting of permanence for librarian members shall be as described in clause [13:11](#). The criteria may be amended from time to time by the Provost only on the recommendation of the Librarian Criteria Committee composed of the Provost, the University Librarian, the Law Librarian, two (2) librarian members elected from and by the members of the University Library, one (1) librarian member elected from and by the Law librarian members, and a faculty member in the bargaining unit elected from and by the Senate Library Committee. Such criteria must not systematically discriminate against women librarians and shall be reviewed to ensure that they do not undervalue work which is done predominantly by women.

#### Criteria for Reappointment, Promotion and Granting of Permanence for Librarian Members of the University of Windsor

13:11 The basic quality which must be evident for reappointment, the granting of permanence, and the awarding of promotion is excellence and achievement in position performance and hence support of the teaching and research objectives of the University of Windsor. In this context, a librarian practices her/his profession through activities such as the selection, acquisition, and preservation of Library materials; the bibliographical control of these materials; the accessibility of the collection to users; the provision of instruction in using the Library's resources; and the planning and development of Library Systems. All the foregoing areas of activity rank in equal value.

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

Secondarily, due recognition shall be given for an appropriate combination of: valuable professional and related academic contributions to the University, professional and related academic achievement, and service to the

community, particularly since such contributions are not a requirement of the applicant's position, and are made outside normal working hours. Research or creative work should be rewarded, recognizing the limitations on such activities because of scheduled demands on time and energy.

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

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

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

#### General Criteria

13:12 While the following principles do not form an exhaustive list, they do serve as indicators.

1. Performance in the area of the candidate's assigned responsibility. Promotion is a recognition of merit primarily based on excellence and achievement in position performance. Assessment would take into account:
  - (a) professional competence as demonstrated by knowledge applied within the position in an effective and efficient manner on an on-going basis;
  - (b) ability to communicate and interact effectively and co-operatively with all colleagues and patrons;
  - (c) ability to relate her/his functions to the overall goals of the Library and of the University;
  - (d) ability to take initiative and to be innovative;
  - (e) special skills and aptitudes (e.g., linguistic ability) which are utilized in the performance of her/his duties.
2. Broad Professional Initiative, including committee and administrative activity, as indicated by:
  - (a) supervision, or co-ordination, of Library personnel or activities;
  - (b) demonstrated administrative ability and capacity for administration;
  - (c) service and leadership in Library-wide and University affairs.
3. Professional and Related Academic Activities: Relevant research activity including bibliographic research and creative work should be rewarded. This may be indicated by:
  - (a) publication of books, articles, reviews, and reports of a scholarly or instructional nature, and relevant contributions of a creative nature, as well as consideration of the extent of the candidate's intellectual activity in support of the research activities of others;
  - (b) formal study taken to broaden and/or improve language or relevant professional subject knowledge;
  - (c) study for relevant advanced professional and/or related academic qualifications;
  - (d) active participation in professional associations;
  - (e) efforts for professional growth through further study (including attendance at workshops);
  - (f) contributions in matters of Library administration (e.g., Committee work).

#### 13:13 Application of Criteria to Librarian Ranks

##### Librarian I

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

##### Librarian II

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

##### Librarian III

To qualify for appointment or promotion to this rank, the candidate must submit evidence of continuing effective and efficient performance. This would encompass demonstrated ability to handle increased responsibilities in areas of specialization and/or in an administrative capacity. With less weighting, one or more of the following criteria should also be considered: academic achievement and activities, including additional formal professional degrees, programs of continuing education, involvement in professional and related academic activities and

participation in professional organizations, including serving on committees, the presentation of papers, organization and participation in conferences, seminars, workshops; service to the Library and the University.

#### Librarian IV

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

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

13:14 Permanence at any of the above ranks is achieved by the fulfilment of the criteria in [13:09](#) - [13:13](#) above over an appropriate period of time, and certainly by the maximum periods in clause [12:17](#) in this Agreement.

13:15 Renewal of appointment, promotion, and granting of permanence is by action of the Board of Governors on the recommendation of the President who, before making such recommendation, shall consult either of the following Committees:

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

the Associate Librarian as Chair,  
three (3) librarian members, at least two of whom shall have permanence, elected by the University Library Administrative Committee,  
one (1) student elected by and from student members of Senate,  
a non-voting employment equity/procedures assessor.

Both genders shall be included in a committee. Where necessary, a librarian member from the non-represented gender shall be elected by the University Library Administrative Committee to the committee from a list of eligible librarian members provided by the University;

OR

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

the Law Librarian as Chairperson (non-voting),  
one (1) faculty member elected by and from Law faculty members,  
three (3) Librarian members elected from the University and Law Library librarians by the librarians on the University Library Administrative Committee and the Law Library librarians, one (1) of which elected members shall be a Law librarian when a Law librarian is available,  
one (1) student elected by and from student members of the Law Faculty Council,  
a non-voting employment equity/procedures assessor.

Both genders shall be included in a committee. Where necessary, a librarian member from the non-represented gender shall be elected by the University Library Administrative Committee to the committee from a list of eligible librarian members provided by the University;

and the President shall also consult the following committee:

(c) University Committee on Renewal, Promotion and Permanence for Librarian Members consisting of the following:

Provost as Chairperson,  
the University Librarian,  
the Law Librarian,  
the Associate Librarian,  
three (3) librarian members, at least two (2) of whom shall have permanence, elected by and from University Library and Law Library librarians,  
one (1) graduate student and one (1) undergraduate student elected by and from the students on the Senate,  
a non-voting employment equity/procedures assessor.

Both genders shall be included in a committee. Where necessary, a librarian member from the non-represented gender shall be elected by the University Library Administrative Committee to the committee from a list of eligible librarian members provided by the University;

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

- 13:16 No librarian member with a limited term appointment may be reappointed to the same administrative unit within the Library at a rank lower than that held during her/his immediately preceding appointment.
- 13:17 No member of the librarian member staff, except as specified in this clause will be eligible to serve as a member of any Committee on Renewal, Promotion and Permanence for the purpose of renewal, promotion and permanence, if she/he, or a sibling, spouse, child or dependent, is a candidate for promotion and/or the granting of permanence in that year. Any member of the committee who is on a probationary contract shall absent himself/herself from the discussions of the Committee while her/his case is being considered and voted upon.
- 13:18 If the University Librarian, or Acting University Librarian, Law Librarian or Acting Law Librarian, Associate Librarian or Acting Associate Librarian, (or a sibling, spouse, child or dependent) is a candidate for renewal, promotion and/or granting of permanence, her/his case will not be considered by the relevant Committee on Renewal, Promotion and Permanence, but will be referred to the President who will appoint a special committee to report directly to the University Committee on Renewal, Promotion and Permanence for librarian members. In such cases the candidate for renewal, promotion or the award of permanence will not be eligible for membership on the University Committee on Renewal, Promotion and Permanence for librarian members, but she/he may serve where appropriate on the relevant Renewal, Promotion and Permanence Committee for University librarian members or Law librarian members.
- 13:19 Procedures followed in the appropriate Senate Committee(s) on Promotion and Tenure of faculty members, as well as protections concerning renewals, promotion and granting of tenure afforded to faculty members by this Agreement, shall apply *mutatis mutandis* to the renewal of appointments, promotion and granting of permanence of librarian members. Where a time limit is stipulated in a procedure as outlined in the Senate Bylaws or this Agreement for a promotion and tenure decision, the administration and all persons and/or bodies bound by the time limit shall take appropriate steps to ensure that the time limit is adhered to strictly. Nevertheless, where good and sufficient reasons are demonstrated, the time limits may be extended in order to accommodate such reasons. However, the body or person initiating any such extension shall give due advance notice of the extension and the reasons therefore to the body or person directly affected by the extension.
- 13:20 A member who opts to appear before the Promotion and Tenure Committee at either the AAU or UCRPPLM level shall have the right to be represented by the Faculty Association. The representative shall have the same rights and role in the proceedings as the member.
- 13:21 The recommendation of the President or her/his failure to make a recommendation to the Board of Governors under clause [13:15](#) of this Agreement shall be subject to the arbitration procedures set forth in Article 39 of this Agreement.

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

- (a) involves discrimination within the meaning of Article 11 or involves a breach of Article 12 of this Agreement;
- (b) involves violation of academic freedom within the meaning of Article 10 of this Agreement;
- (c) involves a procedural irregularity or defect in the application or failure to apply the procedures set out in clauses [13:07](#) through [13:21](#) inclusive, sufficient to justify quashing the decision;
- (d) is contrary to the University Committee on Renewal, Promotion and Permanence for librarian members recommendation on the merits of the case; or
- (e) involves the unequal application of the currently prevailing norms for promotion and permanence within the University.

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

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

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

13:24 Before deciding upon the confirmation or renewal of appointment or promotion for ancillary academic staff members, the President shall consider recommendations made by the AAS Committee of the relevant AAU with respect to each candidate.

13:25 Procedures followed by the AAS Committee in arriving at recommendations under clause [13:22](#) shall be in accordance with the principles of natural justice and without limiting the generality of such principles, the AAS Committee, prior to arriving at a recommendation under clause 13:22, shall provide the candidate with both an adequate opportunity and all necessary information to enable the candidate to make representations to the Committee either in relation to her/his candidacy and/or in response to any information before the Committee concerning her/his candidacy.

13:26 The decision of the President under clause [13:22](#) of this Agreement shall be communicated in writing to the candidate and shall be subject to the arbitration procedures set forth in Article 39 of this Agreement.

13:27 Application of Criteria to Ancillary Academic Staff Ranks  
AAS I

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

AAS II

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

AAS III

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

AAS IV

This rank is not awarded as a recognition of long service, but rather as a recognition of distinguished service and for high professional or related academic achievement. Appointment, reappointment or promotion to this rank requires evidence of a record of outstanding performance, with demonstrated initiative, leadership, and creativity at the university or other relevant job position. As well as making an outstanding contribution to the AAU and to the University, the candidate must submit evidence of outstanding achievement in one or more of the following areas: professional endeavours, including significant involvement in professional organizations; additional service to the AAU and/or the University community. Besides having attained a high level of professional achievement, the candidate should be considered likely to continue to fulfill a vital role in the institution.

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

Distributed Teaching Responsibilities

- 14:01        Clauses 14:01 to 14:06 apply to faculty members who hold an appointment in a primary AAU. Such members shall enjoy all rights and privileges and shall retain specific responsibilities within her/his primary AAU. Normally at least half a member's teaching load will be in the primary AAU.
- 14:02        The parties realize that benefits can be achieved through distributed teaching, that is to say, teaching outside of the primary AAU. Distributed teaching shall require the agreement of the member.
- 14:03        A faculty member may apply for, or may be requested by her/his Dean to undertake, distributed teaching for one (1) specific course for a series of years and/or two (2) specific courses for up to three (3) teaching years in AAU(s) other than the primary AAU. In that event, the procedures for appointment to a secondary AAU need not be applied. However, distributed teaching shall require the agreement of the member, the Dean(s) and the Heads affected by the assignment. Where two (2) specific courses are to be taught in another AAU, the Heads affected shall obtain approval of their respective AAU Councils. Should the distributed teaching be in a program not administered by an AAU, agreement of the chair of the program committee is required as well.
- 14:04        For any distributed teaching arrangement not set forth in clause 14:03, the member shall be appointed to other AAU(s) in accordance with Senate Bylaws for appointment to secondary AAU(s).
- 14:05        The member is entitled to have all contributions, whether they occur in the primary AAU or elsewhere, appropriately recognized in all evaluative procedures. A member shall not be disadvantaged in her/his primary AAU because of distributed teaching responsibilities.
- 14:06        The member shall have the right of appeal to the University Review Committee on Faculty Workloads under clause [5:16](#) of this Agreement, and shall have recourse to the normal grievance and arbitration procedures under clause [5:21](#) of this Agreement.

Transitional Appointments

- 14:07        The parties recognize that certain individual members may wish to pursue a second career opportunity, and the University may have staffing needs in areas where such opportunities are available. One method of accommodating such interests may involve transitional appointments. It is agreed that such transitional appointments shall be made in a collegial and non-discriminatory manner, and both parties recognize that such appointments shall be voluntary.
- 14:08        It is understood that a transitional appointment involves the teaching of one-half or more of the member's teaching load in a host AAU for a term of not more than five (5) years.
- 14:09        A member having a regular appointment with tenure may apply to her/his home Dean for a transitional appointment. The home Dean shall consider the application with the appropriate Heads and other Dean (if any) in the light of the operational needs of the AAU(s). The home Dean shall forward the application with her/his recommendation to the Provost. A copy of the application shall be sent to the President of the Faculty Association. The Provost shall refer the application through the host Dean to the host AAU and no application shall be processed further until the application has been approved by the host AAU in accordance with clause [14:14](#). The Provost shall inform the member in writing of the final decision concerning her/his application for transitional appointment within sixty (60) days of the submission of the member's application to the Provost and, if affirmative, the specific rights and responsibilities (including a schedule setting out the dates on which she/he shall assume duties in the host AAU, and the provisions for retraining, if any) assigned to the member in the home and/or the host AAU(s). No member shall be required to accept a transitional appointment, but once a transitional appointment has been approved, a member shall have thirty (30) days from receipt of the written decision to either accept or reject the terms of the transitional appointment. A transitional appointment shall normally begin on any July 1 or January 1 and end on any June 30 or December 31. The limitation periods may be extended by mutual agreement of the Provost and the member involved.
- 14:10        A member on a transitional appointment shall continue to have the same status, seniority, and other rights, privileges and benefits as if she/he held a regular continuing appointment, including the Normal Salary and benefits and other matters affecting the status of members.
- 14:11        The member is entitled to have all contributions in both the host and the home AAU (if applicable) appropriately recognized in all evaluative processes.

- 14:12 The member or the University may terminate the member's transitional appointment to a host AAU at any time up to one hundred and eighty (180) days prior to the end of the term of the transitional appointment by written notice to the other party. Such termination is to be effective on any June 30 or December 31 during the five (5) year term following notice of termination. If the member's appointment to the host AAU is terminated in accordance with this clause 14:12 or otherwise by agreement between the member and the University at or before the end of five (5) years, the member shall return as of right to her/his home AAU and shall be treated except as set out in clause 14:11 for all purposes as if she/he held a regular continuing appointment in the home AAU.
- 14:13 Not later than eighteen (18) months prior to the end of the 5 year term the member shall elect to either remain in the home AAU or apply in writing to become a permanent member in the host AAU and cease to be a member of the home AAU. An application to become a permanent member of the host AAU shall be made to the Dean of the host AAU and such appointment shall be made subject to [14:14](#).
- 14:14 No faculty member shall be appointed to a host AAU in contravention of specific terms of this Agreement governing appointments or Senate procedures governing appointments as set out in Senate By-Law 20.
- Retraining Leaves
- 14:15 The parties recognize that certain individual members may wish to upgrade their professional qualifications or pursue a second career opportunity. One method of accommodating such interests may involve retraining leave. It is agreed that such retraining leaves shall be granted in a collegial and non-discriminatory manner, and both parties recognize that such leaves shall be voluntary.
- 14:16 A retraining leave shall be granted for the purpose of upgrading a member's professional qualifications with a view to enhancing the member's potential to contribute to the continuance and excellence of the program(s) in her/his present AAU.
- 14:17 A member holding a regular appointment with tenure may apply to her/his Dean for a retraining leave. Where the retraining leave is for the purpose of upgrading, the Dean shall consider the application with the appropriate Head in the light of the operational needs of the AAU and shall forward her/his recommendation to the Provost. The University may also invite the member to apply for a retraining leave in accordance with the provisions of this clause. A copy of the application shall be sent to the President of the Faculty Association.
- 14:18 The Provost shall inform the member in writing of the final decision concerning her/his application for retraining leave within sixty (60) days of submission of the member's application, and, if an affirmative decision is made, the specific rights and responsibilities and scheduling thereof to be assigned to the member. In addition, the Provost shall inform the member of the level of reimbursement by the University of expenses incurred by the member for tuition, books and supplies, and travel as appropriate.
- 14:19 No member shall be required to accept a retraining leave, but once a retraining leave has been approved, a member shall have thirty (30) days from receipt of the written decision to either accept or reject the terms of the retraining leave. A retraining leave shall normally begin on any July 1 or January 1 and end on any June 30 or December 31.
- 14:20 A member on retraining leave shall continue to have the same status, seniority and other rights, privileges and benefits as if she/he held a regular continuing appointment except for salary. The salary remuneration paid to a member on retraining leave shall normally be equivalent to seventy-five percent (75%) of the member's Nominal Salary. In exceptional circumstances, the University may at its discretion grant retraining leave to up to three (3) members per academic year at one hundred percent (100%) of the member's Nominal Salary. During her/his retraining leave, a retrainee shall be deemed to continue to be in the employ of the University and shall continue while on retraining leave to be entitled to all benefits provided to other members. Time spent on retraining leave shall be included and credited as periods of University service in all matters including questions pertaining to promotion, retirement and seniority. Premiums for all benefits, as provided by this Collective Agreement, and all other fringe benefit plans shall continue during retraining leave(s) without interruption and on the same basis as during normal employment. Payments into the University Retirement Plan shall be calculated on the basis of the retrainee's Nominal Salary or her/his retraining salary allowance at the option of the retrainee. It is clearly understood that any rights to levels of participation or participation in the Plans outlined in this Article are conditional upon the Plans so permitting.
- 14:21 The time spent on retraining leave shall not be counted or credited toward qualifying time for sabbatical leave purposes. It is agreed and understood that years of entitlement service toward sabbatical leave accumulated shall be taken into consideration by the parties in determining future eligibility for sabbatical leave(s). However, those members who are granted a retraining leave at one hundred percent (100%) of their Nominal Salary, as set out in clause [14:20](#) of this Article, shall not forfeit any years of entitlement service toward sabbatical leave.

- 14:22 The member shall transmit to the Provost or such person as the Provost may nominate, reports of the studies she/he is pursuing at such intervals as the Provost shall specify at the same time as the notification of the University's final decision as set out in clause [14:18](#) of this Article.
- 14:23 The member is entitled to have all contributions made during the period of retraining leave appropriately recognized in all evaluative processes.
- 14:24 No member may apply for both retraining leave and sabbatical leave in the same academic year.
- Redeployment
- 14:25 The parties recognize that changes in enrolment levels and patterns, and in priorities among programs and/or courses, or preferences of members influence the use and allocation of the human and financial resources of the University. Consequently, the parties recognize that it may be necessary to facilitate such adjustments through the retraining for redeployment, and/or redeployment within the University of members of the full-time faculty and full-time librarian members. The parties also recognize that a member's contributions to the teaching, research or creative activity of the University may better meet the needs of the member and University with a redeployment. No member's contract of employment shall be terminated and no members shall be laid off except as provided by Articles 15 or 16 and no member shall be redeployed as the result of the use of alternative learning technology. The Faculty Association has the right to represent a member through all stages of the redeployment process.
- 14:26 A proposal for redeployment of a member may be initiated by the University by giving the proposal to the member affected, or by a member by giving the proposal to the University. In the event the University makes a proposal for redeployment, the member shall have thirty (30) days in which to respond, after which the Provost shall, within a further sixty (60) days of receipt of the response notify the member concerned of the University's final decision and, where appropriate, of terms and conditions of the member's redeployment. In the event that a member makes a proposal for redeployment, the University shall have sixty (60) days in which to notify the member concerned of the University's final decision and, where appropriate, of terms and conditions of the member's redeployment.
- 14:27 If a retraining program is required for redeployment, the terms and conditions of this program shall be set by mutual agreement. The Provost shall inform the member in writing of the final decision concerning her/his application for the retraining program within sixty (60) days of submission of the member's application, and, if an affirmative decision is made, the specific rights and responsibilities and scheduling thereof to be assigned to the member. In addition, the Provost shall inform the member of the level of reimbursement by the University of expenses incurred by the member for tuition, books and supplies, and travel as appropriate.
- 14:28 In the case of a retraining program for the purpose of partial redeployment the home Dean shall consider the application with the appropriate Head(s), or in the case of a library, the Associate University Librarian, in the light of the operational needs of the AAU(s) or Library.
- Where the partial redeployment involves another Faculty or Library the home Dean shall forward her/his recommendation to the host Dean who shall forward the application with her/his recommendation to the Provost. Where the partial redeployment does not involve another Faculty the home Dean shall forward her/his recommendation to the Provost.
- In the case of a retraining program for the purpose of full redeployment the home Dean shall be informed and the host Dean, where the redeployment involves another Faculty or Library, shall consult the appropriate Head(s), or in the case of a library, the Associate University Librarian. The host Dean or the home Dean, where the redeployment does not involve another Faculty, shall forward the application with her/his recommendation to the Provost.
- A proposal shall be in writing and shall include a statement of the terms thereof considered agreeable by the University in the case of a proposal initiated by it, or by the member in the case of a proposal initiated by her/him. The proposal must be reasonable, taking into account, among other things, the member's field of expertise and the requirements of a particular receiving AAU or Library.
- 14:29 A proposal/program for retraining for redeployment may involve among others the following:
- (a) part-time courses within the University;
  - (b) unpaid leave of absence to develop an expertise in a particular field;
  - (c) part-time teaching and part-time study within the University with full salary and benefits;
  - (d) part-time teaching within the University and part-time study outside the University with full salary, benefits and tuition;



- (e) partial leave to study within the University with full salary and benefits (full-time for part of a year, e.g., a term);
- (f) partial leave to study outside the University at full salary and tuition (full-time for part of a year, e.g., a term);
- (g) use of a sabbatical leave for retraining purposes (with or without supplement in salary and tuition);
- (h) early granting of sabbatical leave for redeployment;
- (i) study leave at partial salary;
- (j) study leave at full salary, failing other viable alternatives.

- 14:30 A proposal for redeployment may involve an appointment to another AAU or Library or a cross appointment or joint appointment or hybrid appointment to other AAU(s) or Library or non-program based academic area. The redeployment proposal must be reasonable and take into account, among other things, the member's field of expertise and the requirements of the AAU or Library or area receiving the member, the preference of the member, the requirements of the home AAU or Library and the priorities of the University.
- 14:31 A proposal for redeployment outside the bargaining unit shall not be implemented without the consent of the member. Where a member is redeployed outside the bargaining unit, she/he shall retain the rights of a member under this Article for a three (3) year period. In the event that any position outside the bargaining unit to which the member is redeployed is eliminated and the member is not further redeployed in accordance with this Article, the member may return to the bargaining unit with status no less than that held at the time of redeployment out of the bargaining unit and with a salary no less than that being received in the position outside the bargaining unit which has been eliminated. Nothing in this clause affects an assignment of duties not normally performed by members of the bargaining unit, and where acceptable to both parties, the University recognizes the member shall continue to be a member of the bargaining unit for all purposes.
- 14:32 No member shall be appointed to a host AAU or Library in contravention of Senate procedures governing appointment as set out in Senate Bylaw 20, or in contravention of procedures governing appointment for librarian members as set out in this Agreement.
- 14:33 A member receiving notice that the University intends to implement a proposal for redeployment may grieve under Article 39 at step 3 on the grounds that the proposal for that member is either unreasonable and/or unnecessary.
- 14:34 A member receiving any benefits hereunder should return to service with the University for a period of at least one (1) year (unless causes beyond her/his control prevent this), except as the University waives such obligation.
- 14:35 The provisions of this Article shall not exclude the making of any other arrangements for upgrading and redeployment which do not involve a leave period. It is agreed and understood that such arrangements must be mutually agreed upon and shall not involve a reduction in the member's annual salary. The University shall give the Association reasonable notice of any proposal, including the terms thereof and the timetable for implementation.
- 14:36 In the event of the dissolution of an AAU or of a program(s) within an AAU in accordance with a Senate Bylaw, a member with tenure or permanence may apply for a retraining program and the University shall, having regard to the member's potential to contribute to the excellence and continuance of the program(s) of a host AAU, not unreasonably deny a request for such program.
- 14:37 **Reduced Responsibility**  
Reduced responsibility is either a permanent or temporary reduction in the normal overall workload, including teaching, research or creative activity, and service in equal proportions, of a faculty or librarian member agreed upon between the University and the member. Reduced responsibility does not include a reduction in some components of a faculty member's workload based upon an increase in other components where the member's overall workload remains a normal one.
- 14:38 A faculty or librarian member having a regular appointment with tenure or permanence may apply to the Dean for reduced responsibility. The member shall discuss the application with the Head prior to making same and shall normally make written application specifying whether the proposed reduction is permanent or temporary not less than one hundred and eighty (180) days prior to the commencement of the period of reduced responsibility.
- 14:39 The Dean shall consider the application with the Head in the light of the operational needs of the AAU and the Dean shall forward the application with her/his recommendation to the Provost. A copy of the application shall be sent to the President of the Faculty Association. The Provost shall inform the member in writing of the final decision concerning her/his application for reduced responsibility within sixty (60) days of the submission of the member's application.

- 14:40 (a) Reduced responsibility shall normally constitute a proportional reduction in each of the components of the faculty or librarian member's normal workload for the three (3) previous years, except where the member and the University agree to a variation. It may constitute a reduction throughout the academic year or a release from all workload for a portion of the academic year or any combination thereof. It shall normally not involve a reduction of more than four fifths (4/5) of normal workload or a release from all workload for more than four fifths (4/5) of the academic year.
- (b) (i) Where the reduction is temporary it shall continue for a specific period of time and shall normally begin on any July 1 or January 1 and end on any June 30 or December 31. On giving notice of 180 days, a member may apply to amend the terms of the member's temporary reduction, in accordance with the application procedure in Article [14:38](#) and [14:39](#) of this agreement.
- (ii) Where the reduction is temporary, a member has the right to resume her/his normal workload, prior to the end of an agreed period of time of reduced responsibility. Any such resumption of normal overall workload shall normally be effective on a July 1 or a January 1 and the notice shall be delivered to the Provost at least 180 days prior to the date on which it is intended to be effective.
- (c) Where the reduction is permanent the member may elect to either return to full-time status or to apply to amend the terms of the member's permanent reduction, provided that the election or application is made prior to January 15 of the teaching year during which the return to full time status or the amended terms would take effect. The amended terms of the member's permanent reduction will be made in accordance with the application procedure in Article [14:38](#) and [14:39](#) of this agreement.
- 14:41 The terms of reduced responsibility are subject to agreement between the member and the University and shall be set out in writing signed by the member and the Provost, with a copy to the President of the Faculty Association. No faculty or librarian member shall be required to accept reduced responsibility, but once a period of reduced responsibility has been approved a member shall have thirty (30) days from the date of receipt of written approval to either accept or reject the terms of reduced responsibility.
- 14:42 The member's actual workload with reduced responsibility shall be calculated as a percentage of the member's normal overall workload and such percentage constitutes the member's actual responsibility factor.
- 14:43 Except where otherwise provided, reduced responsibility does not affect a member's status as a member having a regular appointment with tenure or permanence; nor does it affect her/his membership in the bargaining unit. It is agreed and understood, however, that the requirement of the number of courses taught for purposes of bargaining unit membership as set out in the original certificate of certification of the bargaining unit (December 6, 1977) shall not be affected by the precedent or existence of any reduced responsibility agreement in respect of the number of courses taught by a member on reduced responsibility.
- 14:44 Each member shall have a Nominal Salary as defined in Article 1. Said Nominal Salary shall be that which would be in effect if the member were continuing on full-time status.
- 14:45 Each member on reduced-time status shall receive an actual salary prorated from the Nominal Salary proportionate to the member's actual responsibility factor.
- 14:46 For members on reduced-time status the calculation of years of qualifying service for sabbatical leave and for seniority in respect of lay-off during the period of reduced responsibility shall be the said period multiplied by the member's actual responsibility factor.
- 14:47 A member on reduced time status shall be entitled to one month's vacation during the contract year and her/his vacation salary shall be at the monthly rate of the average salary paid during the non-vacation period of the said contract year, and the member shall be eligible for travel support and eligible for free tuition in accordance with the provisions of Article G as if she/he had continued on full-time status.
- 14:48 A member on a reduced-time status shall be entitled to all facilities and support services as specified in Articles 8 and 44.
- 14:49 Except as provided for in clause [14:50](#) below a member with reduced responsibility shall continue to participate in all of the University's fringe benefit Plans (including the University Retirement Plan) for members from time to time in force if and so long as such plans permit. Where such plans permit, the member shall have the option of participating on the basis of her/his Nominal Salary or her/his actual salary. If the member elects to participate on the basis of her/his Nominal Salary, the member shall pay the difference in cost to the University between coverage based on her/his Nominal Salary and coverage based on her/his actual salary, in addition to her/his own normal contribution, if any. Exceptions shall be on an individual basis.

- 14:50 A member who is within five (5) years of normal retirement and who is on reduced responsibility shall continue to participate in all of the University's fringe benefit Plans (including the University Retirement Plan) for members from time to time in force if and so long as such plans permit. Where such plans permit, the member shall have the option of participating on the basis of her/his Nominal Salary or her/his actual salary. If the member elects to participate on the basis of her/his Nominal Salary the University's contribution shall be based on her/his Nominal Salary.
- 14:51 The Association has the right to represent a member who has applied for reduced responsibility in all discussions concerning the terms of any agreement or arrangement.
- Voluntary Contract Termination
- 14:52 The parties recognize that certain individuals may wish to terminate their employment with the University prior to the time of normal retirement. One method of accommodating such a termination of employment may involve voluntary contract termination. It is agreed that termination of employment shall be effected in a collegial and non-discriminatory manner and both parties recognize that such termination shall always be voluntary on the part of the member. It is agreed that the provisions on voluntary contract termination shall not apply if the member has accepted an equivalent or superior position elsewhere. The Association has the right to represent a member who has applied for voluntary contract termination in all discussions concerning the terms of any agreement or arrangement.
- 14:53 A member holding a regular appointment with tenure may apply to her/his Dean for voluntary contract termination. The member shall discuss the application with the Head prior to making same and shall normally make written application not less than one hundred and eighty (180) days prior to the commencement of termination.
- 14:54 The Dean shall consider the application with the Head in the light of the operational needs of the AAU and the Dean shall forward the application with her/his recommendation to the Provost. A copy of the application shall be sent to the President of the Faculty Association. The Provost shall inform the member in writing of the final decision concerning her/his application for voluntary contract termination within sixty (60) days of the submission of the member's application.
- 14:55 Voluntary contract termination shall be understood to involve a voluntary separation from the employ of the University upon payment of a consideration by the University either as a lump sum or as per a mutually agreed instalment schedule.
- 14:56 Should payment be made on an instalment schedule, such payment shall be subject to all deductions which the University is required to make by law.
- 14:57 In the event that the member should die prior to the completion of the payment schedule, the balance of the instalments shall be paid to the Estate of the deceased member on the same terms and conditions as originally set out, unless the parties mutually agree to a revised instalment schedule.
- 14:58 The severance allowance paid to a member under this Article will vary from case to case. The severance allowance paid shall be calculated on the basis of the member's Normal Salary for the member's final year of employment. No member shall be paid less than six (6) months of salary if she/he initiated voluntary contract termination or twelve (12) months of salary if the University initiated voluntary contract termination. Years of service and accumulated years of sabbatical entitlement shall be taken into account in the determination of the severance allowance.
- 14:59 The disposition of the member's and the University's contribution to pension shall be at the discretion of the member, subject to the provisions of the University Retirement Plan, the Income Tax Act, and all Provincial and Federal regulations governing pension plans.
- 14:60 Copies of the signed Release Form, Schedule of Instalment Payments, and the Resignation Form relating to voluntary contract termination, as set forth in Letter of Understanding IV - Voluntary Contract Termination, shall be forwarded to the President of the Faculty Association as soon as reasonably possible upon agreement by the parties to the terms of the voluntary contract termination.
- 14:61 **Early Partial Retirement (E.P.R.)**  
Early Partial Retirement (E.P.R.) is a permanent reduction in workload of a faculty or librarian member as specified in clause [14:65](#) and agreed upon between the University and the member. It does not include Reduced Responsibility.
- 14:62 A faculty or librarian member having a regular appointment with tenure or permanence (having ten (10) years of service and aged fifty-five (55) or over) may apply to the Dean for E.P.R. The member shall discuss the application with the Head prior to making same and shall normally make written application not less than one hundred and eighty (180) days prior to the proposed commencement of E.P.R.

- 14:63 The Dean or University Librarian shall consider the application with the Head in the light of the operational needs of the AAU and the Dean or University Librarian shall forward the application with her/his recommendation to the Provost. A copy of the application shall be sent to the President of the Faculty Association. The Provost shall inform the member in writing of the final decision concerning her/his application for E.P.R. within sixty (60) days of the submission of the member's application.
- 14:64 The workload of members on E.P.R. shall be composed primarily of teaching/appropriate library duties. On this basis, a normal teaching load and associated committee work in two (2) semesters with the third (3rd) semester free of University responsibilities shall satisfy the workload requirements. Where appropriate, some adjustments of teaching duties to allow for ongoing research activity may be made on an individual basis.
- 14:65 The terms of E.P.R. are subject to agreement between the member and the University and shall be set out in writing signed by the member and the Provost, with a copy to the President of the Faculty Association. No member shall be forced to accept E.P.R., but once E.P.R. has been approved a member shall have thirty (30) days from the date of receipt of written approval to either accept or reject the terms of E.P.R.
- 14:66 Except where otherwise provided, E.P.R. does not affect a member's status as a full-time regular faculty or librarian member with tenure or permanence; nor does it affect her/his membership in the bargaining unit.
- 14:67 Each member on E.P.R. shall receive the equivalent of sixty-six and two-thirds percent (66-2/3%) of her/his Nominal Salary as defined in Article 1. Such payment shall include Employment Standards Act (E.S.A.) vacation entitlement.
- 14:68 For members on E.P.R. the calculation of years of qualifying service for sabbatical leave and for seniority in respect of lay-off during the E.P.R. period shall be the said period multiplied by two-thirds (2/3).
- 14:69 The member shall be eligible for travel support and eligible for free tuition in accordance with the provisions of Article G as if she/he had regular full-time faculty or librarian member status.
- 14:70 A member on E.P.R. status shall be entitled to all facilities and support services as specified in Articles 8 and 44.
- 14:71 A member on E.P.R. shall continue to participate in all of the University's fringe benefit plans (including the University Retirement Plan) for members from time to time in force if and so long as such plans permit. Where such plans permit, the member shall have the option of participating on the basis of her/his nominal salary or her/his actual salary. If the member elects to participate on the basis of her/his nominal salary the University's contribution shall be based on her/his nominal salary. These provisions regarding E.P.R. are subject to necessary amendments being made to the Retirement Plan and being approved by Canada Revenue Agency and the Pension Commission of Ontario.

## **ARTICLE 15 FINANCIAL EXIGENCY**

- 15:01 Prior to a declaration by the Board of Governors of a state of financial exigency requiring a reduction in the University budget for the salaries and benefits of members, or termination or lay-off of members, the President shall consult the Joint Consultative Committee and shall report to the Board of Governors, the Senate and the Association that in her/his opinion the financial condition of the University is sufficiently grave to endanger the continued functioning of the academic units of the University.
- 15:02 Except for replacements, no new personnel shall be appointed or hired from the date of the Report of the President under clause [15:01](#) until the conclusion of the procedures envisaged by this Article 15 save in exceptional circumstances where one (1) administrative appointment is required in the circumstances of the financial exigency or with the approval of the Faculty Association Executive.
- 15:03 Within fifteen (15) days of the President's report referred to in clause [15:01](#) a Commission shall be constituted to determine whether and to what extent the University's financial condition constitutes a financial exigency, i.e., a genuine financial crisis involving a deficit for at least one fiscal year which is projected by generally accepted accounting principles to continue, and constituting a problem sufficiently grave that the University's continued functioning would be endangered unless the budgetary allocation for salaries and benefits of members is reduced.
- 15:04 The Commission shall be composed of three (3) members and shall not include any person who has had any interest in the matters coming before the Commission or who is acting, or has, within a period of six (6) months preceding the date of her/his appointment, acted as solicitor, counsel or agent of either of the parties. One (1) member shall be nominated by the Board of Governors and one (1) member shall be nominated by the Association Council. Each of the parties shall notify the other of its nominee within ten (10) days of the President's Report. If either party fails to appoint a nominee, the appointment shall be made by the senior County Court Judge, Essex County, upon the request of either party. The two (2) members so nominated shall, within five (5) days of the appointment of the second of them, appoint a Chairperson. Failing this Agreement of the nominees upon a

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

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

and it may consider any other matters it deems relevant.

- 15:05 The report of the Commission shall include the amount of reduction required, if any, in the budgetary allocation for salaries and benefits of members to meet the financial exigency.
- 15:06 After its consideration of the report of the Commission, the Board of Governors may declare a state of financial exigency and, if so, it shall indicate in its declaration the amount of reduction in the budgetary allocation for salaries and/or benefits of members to be effected which shall not exceed the amount of the reduction determined by the Commission.
- 15:07 In the event that the Board of Governors makes a declaration of a state of financial exigency, it shall transmit forthwith copies of the declaration to the President, the Senate and the Association. Within fifteen (15) days of the Board's transmittal of its declaration to the Association the parties shall meet and shall endeavour to conclude within a further thirty (30) days amendments to this Agreement to effect the reduction in the budgetary allocation for salaries and/or benefits of members as indicated in the Board's declaration.
- 15:08 Whenever the Board of Governors and Association are unable to agree within the said thirty (30) days or where the reductions agreed upon are less than the amount indicated in the Board's declaration, the parties agree to establish a Task Force forthwith to identify the areas within the University in which terminations and/or lay-offs are to take place and to identify individual members to be terminated and/or laid-off in accordance with the lay-off procedures and criteria set forth in Article 16 of this Agreement.
- 15:09 The Task Force shall be composed of two (2) members appointed by the Board of Governors and two (2) members appointed by the Association, and a Chairperson to be chosen from the following:
1. Brian Langille
  2. Pamela Chapman
  3. Owen Shime

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

- 15:10 The decision of a simple majority of the Task Force is the decision of the Task Force, but if there is no majority the decision of the Chairperson governs.
- 15:11 The decision of the Task Force shall be final and binding on the parties. However, an individual member or a group of members laid off or terminated shall have recourse to the grievance and arbitration procedures of this Agreement on the grounds of unjust treatment in the application of the criteria as set out in Article 16 of this Agreement, or of a procedural irregularity or defect in the application of, or failure to apply, the procedures set out in this Article 15 sufficient to justify quashing the decision.
- 15:12 The Board of Governors shall not terminate any contract of a member or lay-off a member for financial reasons except in accordance with this Article 15.

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

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

- (a) twelve (12) months' notice or twelve (12) months' salary in lieu of notice or a combination of notice and salary equal to twelve (12) months, and
- (b) one (1) month's salary for each year's service to the University following full-time appointment up to a maximum of twelve (12) months' salary.

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

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

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

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

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

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

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

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

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

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

- 16:08 Laid-off members shall be recalled in reverse order of lay-off set forth in clause [16:02](#) but subject to the principal criteria set forth in clause [16:03](#) and recall rights shall be limited as follows:
- (a) Each member with tenure or permanence at the time of her/his lay-off for a period of four (4) years from the date of her/his lay-off.
  - (b) Each member without tenure or permanence at the time of her/his lay-off,
    - (i) if her/his seniority is at least three (3) years as determined from the date of full-time appointment at the University, for a period of two (2) years from the date of her/his lay-off; and
    - (ii) if her/his seniority is less than three (3) years as determined from the date of full-time appointment at the University, for a period of one (1) year from the date of her/his lay-off.
  - (c) No new appointment shall be made to any position in the bargaining unit which one or more members having recall rights is/are qualified to fill until every member so qualified and having recall rights has been offered a recall. Any member on lay-off who claims to be qualified to fill a position in an AAU or Library, other than an AAU or Library from which she/he was laid-off, shall provide such evidence of these qualifications as is normally required of applicants for new appointments to the position in question.
- 16:09 Subject to clause [16:08](#), a laid-off member shall be considered for each and every available position in her/his field until termination of laid-off status shall occur.
- 16:10 Termination of laid-off status shall occur:
- (a) in the case of a member with tenure or permanence, six (6) years following the date of lay-off if the member is not recalled, and in the case of a member without tenure or permanence at the end of a period equal to her/his seniority as determined from the date of full-time appointment at the University, but in any event not less than one (1) year;
  - (b) when the member is recalled;
  - (c) when the member indicates in writing to the University that she/he no longer wishes to retain her/his recall rights or when the member does not accept a recall.
- 16:11 A notice of lay-off or recall shall be sent by Canada Post registered mail with receipted delivery to each member entitled to be recalled at her/his last known address. It shall be the responsibility of the member who has been laid-off to keep the University informed as to her/his current address.
- 16:12 Each member entitled to be recalled under clause [16:08](#) shall be given two (2) months from the date of receipt of notice under clause 16:11 to decide whether she/he will accept recall and shall be entitled to a further reasonable period of time to fulfil other employment commitments prior to returning to the University.
- 16:13 A recalled member shall return to the seniority, tenure, continuing appointment status and rank from which she/he was laid-off. Years of service toward consideration for tenure/continuing appointment and toward sabbatical leave shall be as at the time of lay-off. The salary shall be the salary at time of her/his lay-off adjusted by the across-the-board adjustments during the period of lay-off or at some mutually agreed upon higher salary.
- 16:14 Prior to the implementation of lay-off or recall, written notification shall be given to the member(s) involved and the Association who shall have recourse to the grievance and arbitration procedures of this Agreement on the grounds of unjust treatment in the application of clauses [16:02](#), [16:03](#) and [16:08](#).

## **ARTICLE 17            SABBATICAL LEAVES**

- 17:01 A sabbatical leave is a period during which a faculty or librarian member with tenure or permanence is relieved of normal teaching or librarianship and administrative duties in order to pursue a program of independent study and research or creative activities. Sabbatical leave has two (2) immediate purposes: to allow members to improve themselves academically or professionally; and to allow members to engage in research, scholarship or creative activities. A sabbatical leave serves the further objectives of improved teaching, excellence in research and scholarly and artistic or creative publications or activities, and more useful University service.
- 17:02 The University shall continue its sabbatical leave policy to provide faculty members with an opportunity for intellectual renewal, the maintenance and advancement of their academic and professional competence, for the furtherance of their research and scholarly and artistic or creative activities and as coincidental to the foregoing for the establishment and/or strengthening of personal contacts with the world wide community of scholars.

17:03 A sabbatical leave shall be for a period of:

- (a) six (6) months commencing either on the 1st day of July or the 1st day of January, or
- (b) twelve (12) months commencing on the 1st day of July, or
- (c) such other period as may be mutually agreed upon.

For a faculty member of an AAU that operates a cooperative education program involving teaching in the summer semester, a sabbatical leave shall commence on the 1st day of January or the 1st day of May, the 1st day of July or the 1st day of September.

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

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

- (a) The applicant shall have accumulated during continuing appointment by the first day she/he plans to take sabbatical leave for a sabbatical of six (6) or twelve (12) months, a period of at least six (6) years of service.
- (b) Tenured faculty members with at least three (3) years of continuous service may apply for a sabbatical leave of six (6) months.
- (c) This clause applies *mutatis mutandis* to librarian members with permanence.
- (d) Service shall not include the period of leave under clauses [18:05\(a\)](#) and [18:05\(b\)](#) and Article 20 of this Agreement, but may include the period of long term disability. Prior service at this University or service at another University may be considered only if recognition of such service is stated in the letter of appointment. A faculty member who has had a sabbatical leave is eligible for further sabbatical leave(s) following successive periods of service.
- (e) The applicant shall have submitted with her/his application a detailed written statement of her/his plan of proposed study, research or other planned activity consistent with Article [17:01](#) during the period of the leave to the Dean and Head which shall:
  - (i) specify the plan to be followed which is clearly within the applicant's demonstrated area of competence and which should have a clear focus and be attainable within the sabbatical period;
  - (ii) outline clearly and distinctly what the applicant intends to achieve during the sabbatical period;
  - (iii) provide a timetable;
  - (iv) state the potential for sabbatical work including benefits that may accrue and anticipated significance;
  - (v) provide or indicate by written documentation that a sincere attempt has been made to obtain evidence that the applicant will be able to visit or work at any institution outside the University where she/he proposes to visit or work.
- (f) The applicant shall demonstrate in accordance with the following criteria, which may be combined in a manner consistent with other evaluations of career progress such as promotion and tenure, and progress-through-the-ranks, a record of:
  - (i) scholarship and research achievement appropriate to the academic discipline within which she/he worked during the period of qualifying service;
  - (ii) appropriate professional contribution or administrative achievement within the norms of that discipline during the period of qualifying service;
  - (iii) in appropriate cases, artistic production(s), exhibition(s) or performance(s) or creative activity in a form that has/have been subject to critical review during the period of qualifying service;
  - (iv) achievement(s) during and/or resulting from previous sabbatical leave(s) taken by the applicant.



- (g) For the granting of sabbatical leave for the final year of a doctoral program the applicant should submit a detailed written statement which should:
  - (i) specify the stage to which the doctoral work has advanced, with confirmation from the University where she/he is studying;
  - (ii) provide a timetable for completion of the doctoral work within the twelve (12) month period with a notation by the chief advisor that the work can be completed within that period.
- (h) Sabbaticals granted for courses of study leading to the development of new areas of teaching should involve areas approved by the appropriate Senate committee as worthy of development and would be subject to agreement by the Dean, after consultation with the Head that there are potential openings for the teaching of such courses.

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

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

17:06 The granting of sabbatical leave shall be at the discretion of the Board of Governors on the recommendation of the President. Sabbatical leave may only be denied for failure to satisfy the requirements of either clauses [17:04](#) or 17:05 (a) or both. In the event the University denies a member's application for sabbatical leave, the University will inform the member and the President of the Faculty Association in writing, within fifteen (15) working days of communicating such denial to the member, of the requirement(s) of either clauses [17:04](#) or 17:05 (a) or both which the member has failed to satisfy. In the event of denial of sabbatical leave the member may have recourse to the grievance and arbitration procedures of this Agreement commencing at Step Three. For the arbitration proceedings arising under this clause 17:06, the parties agree to appoint, as sole arbitrator Morton Mitchnick, or in the event he is not available, Bill Kaplan.

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

- (a) carry out her/his approved sabbatical plan,
- (b) submit a written application to and obtain written approval from the Dean, who shall consult with the Head, for any substantial change(s) in the proposed activity set out in the statement submitted in accordance with clause [17:04 \(e\)](#),

- (c) submit to the Provost, with copies to the Dean and Head, within ninety (90) days of the expiry date of the faculty member's sabbatical leave a written report of her/his study, research or other such activity carried out during the period of the leave.
- (d) If after embarking on her/his proposed study, research or other planned activity the completion of same is frustrated or non-feasible the faculty member shall submit a written application to and obtain written approval from the Dean, who shall consult with the Head for her/his alternate plan(s) for the remainder of her/his sabbatical leave.

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

- (a) Where an applicant has accumulated between three (3) years and five (5) years, a sabbatical leave for six (6) months shall be at eighty percent (80%) of her/his Nominal Salary and shall include one-half (½) of the annual vacation.
- (b) Where an applicant has accumulated six (6) or more years either
  - (i) a sabbatical leave for six (6) months shall be at full Nominal Salary and shall include one-half (½) of the annual vacation; or
  - (ii) a sabbatical leave for twelve (12) months shall be at eighty percent (80%) of her/his Nominal Salary and shall include the annual one (1) month vacation.
- (c) Where a faculty member has held as of June 30, 1978 nine (9) years of qualifying service she/he shall be entitled at her/his first sabbatical following June 30, 1978 to one hundred percent (100%) respectively of her/his Nominal Salary and shall include the annual one (1) month vacation.
- (d) During her/his sabbatical leave, a sabbaticant shall be deemed to continue to be in the employ of the University and shall continue to be entitled to all benefits provided to other members during her/his absence. Time spent on sabbatical leave shall be included and credited as periods of University service in all matters including questions pertaining to promotion, retirement and seniority. Premiums for all benefits, as provided by this Collective Agreement and all other fringe benefits plans shall continue during sabbatical leave(s) without interruption and on the same basis as during normal employment. Payments into the University Retirement Plan shall be calculated on the basis of the sabbaticant's Nominal Salary or her/his sabbatical salary allowance at the option of the sabbaticant. It is clearly understood that any rights to levels of participation or participation in the Plans outlined in this Article are conditional upon the Plans so permitting.
- (e) A part of the sabbatical salary allowance of a member may be recognized by the University as a research grant upon the request of the member who shall submit to the Dean and Head a detailed written statement of her/his request for such recognition; the portion of the sabbatical salary allowance to be paid as a research grant shall be determined by the member, and the terms and conditions of payment of any such grant shall be determined by the University in consultation with the member, but the said terms and conditions shall not be inconsistent with the provisions of clause [17:08 \(d\)](#).
- (f) A member may accept scholarships or travel funds from granting agencies, and may with the prior written approval of the Dean, after consultation with the Head accept a salaried position or be engaged in other outside activity for the purpose of increasing her/his income provided such salaried position or other outside activity does not unduly interfere with completion of the approved sabbatical plan.

17:09 A faculty member should return to service with the University for a period equivalent to the member's sabbatical (unless causes beyond her/his control prevent this), except if the University waives such obligation.

17:10 A librarian member shall be entitled to apply for sabbatical leave in accordance with the provisions of this Article 17 which shall apply *mutatis mutandis* except that,

- (a) in determining total years of service for the purpose of qualifying for sabbatical leave, total years of service shall be reduced by one (1) year for each eight (8) weeks of study leave previously granted to the applicant since her/his last sabbatical leave, and
- (b) payment of sabbatical salary allowance under clauses [17:08 \(a\)](#) and [\(b\)](#) shall be based on the determination of total service for qualification for sabbatical leave as provided in clause 17:10 (a) of this Agreement.

- 17:11 A successful applicant, who qualifies under clause [17:08\(b\) \(ii\)](#) whose sabbatical leave is postponed for one (1) year by the University where it is impracticable to ensure the quality and continuance of the program(s) in which she/he is involved may elect either to have her/his salary allowance increased by five percent (5%) of her/his Nominal Salary, or to have the year of postponement used as entitlement towards her/his next sabbatical leave.
- 17:12 (a) A member may elect to postpone an approved sabbatical provided she/he informs the Dean and the Head of such postponement at least one (1) week prior to the deadline for assignment of teaching duties. The year of postponement will not count as a year of service toward a future sabbatical leave.
- (b) In exceptional circumstances arising before the commencement of sabbatical leave, which directly affect the fulfillment of the approved sabbatical Plan and which are beyond her/his control, provided that the sabbatical leave has not commenced a member may request to postpone her/his sabbatical leave for one (1) year. Application for postponement shall be made in writing, detailing such circumstances to the Dean and Head. Approval of a postponement by the Dean in consultation with the Head shall not be withheld unreasonably. If the postponement of the sabbatical leave occurs after the deadline for the assignment of teaching duties, the Dean in consultation with the Head shall assign an appropriate workload, including course/section teaching assignments to the member. The year of postponement will count as a year of service.
- 17:13 In the event that a member makes application for and receives benefits under Article 18 (Political Leave), Article 19 (Court Leave), Article 21 (Pregnancy/Parental/Adoption Leave), or Article 24 (Compassionate Leave) while on sabbatical, the member is entitled to interrupt the sabbatical leave for a period of up to three months in accordance with the Leave provisions of the Article under which the Leave is granted. Sabbatical leave shall then resume as though there had been no interruption. In the case of Article 21, the choice of months to interrupt sabbatical leave shall be at the option of the member and reasonable notice shall be given by the member in writing to the Dean.
- 17:14 A member on sabbatical leave is entitled to notice by registered mail of any pending decisions affecting workload and/or working conditions and/or her/his status within the University. Such notice shall be provided at least thirty (30) days prior to the date at which the decision is to be finalized in order that the sabbaticant may participate in and/or vote, where applicable, on such decisions. In the event that Canada Post is not in operation, notice of recall shall be by receipted courier delivery. The onus is on each member to notify the University regarding any change in address.
- 17:15 Where a grievance process is initiated by a member on sabbatical or about to go on sabbatical, all stages of grievance procedures may be suspended at the request of the member until after completion of the sabbatical term.

## **ARTICLE 18 POLITICAL LEAVE**

- 18:01 Upon receipt of a written request, the Dean may grant political leave of absence for campaign purposes in accordance with this Article 18 to any member who intends to become a candidate for elected public office in Canada. The parties recognize, however, the responsibility of the University for ensuring the uninterrupted continuation and quality of program(s) of the University in which members are involved and, in the light of this responsibility, leave under this Article 18 shall not be withheld unreasonably.
- 18:02 A member applying for leave under this Article 18 shall give reasonable notice of her/his intention to stand for election to public office to permit the engagement, as required, of competent substitute(s).
- 18:03 A leave of absence under clause 18:01 shall not exceed the period of issuance of Writ of Election to election day, or for a period of thirty (30) days in case of a municipal election.
- 18:04 A member on leave under clause 18:01 retains her/his status in the University and such leave shall be with full salary and all other rights, privileges and benefits subject to the obligation of the member to cooperate with her/his substitute(s), if any, as may be necessary and to reimburse the University for the cost of any substitute(s), if any, under clause 18:01, but the reimbursement shall not exceed the salary of the member during the period of leave.
- 18:05 If a member is elected to public office in Canada, she/he shall be entitled to a political leave of absence on the following basis:
- (a) Parliament - up to a maximum of five (5) years without salary and fringe benefits;
- (b) Legislature - up to a maximum of five (5) years without salary and fringe benefits;
- (c) Other Elected Office - absence for fulfilment of recognized duties of office, but where such absence for the purpose of fulfilment of the recognized duties of office is of such a nature as to interfere with the duties and responsibilities of the member to the University, the Dean may make a pro rata adjustment of her/his salary.

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

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

#### **ARTICLE 19 COURT LEAVE**

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

#### **ARTICLE 20 LEAVE OF ABSENCE WITHOUT SALARY**

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

#### **ARTICLE 21 PREGNANCY/PARENTAL/ADOPTION LEAVE**

- Pregnancy Leave with Supplemental Benefits
- 21:01 A member who is pregnant shall be entitled to leave according to the terms of this Article 21 if she is paid and employed by the University. The member shall be entitled upon her application to a pregnancy leave of at least seventeen (17) weeks from her employment, or such shorter pregnancy leave as the member may request, commencing no earlier than the earlier of:
- (i) the day that is seventeen (17) weeks before her due date; and
  - (ii) the day on which she gives birth.
- 21:02 Clause [21:01\(ii\)](#) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage.
- 21:03 The member shall give the Dean or Head as designate of the Dean two (2) weeks notice in writing of the day upon which she intends to commence her pregnancy leave and furnish the Dean or Head as designate of the Dean with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in her/his opinion.

- 21:04 A member who has given notice to begin pregnancy leave, may begin the leave,
- (a) on an earlier day than was set out in the notice, if the member gives the Dean or Head as designate of the Dean a new written notice at least two (2) weeks before that earlier day; or
  - (b) on a later day than was set out in the notice, if the member gives the Dean or Head as designate of the Dean a new written notice at least two (2) weeks before the day set out in the original notice.
- 21:05 If a member stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, clause [21:03](#) does not apply and the member shall, within two (2) weeks after stopping work, give the Dean or Head as designate of the Dean,
- (a) written notice of the day the pregnancy leave began or is to begin; and
  - (b) if the Dean or Head as designate of the Dean requests it, a certificate from a legally qualified medical practitioner stating:
    - (i) in the case of a member who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complications and stating her due date;
    - (ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage.
- 21:06
- (a) A member's pregnancy leave ends,
    - (i) if she is entitled to parental leave, seventeen (17) weeks after the pregnancy leave began ;
    - (ii) if she is not entitled to parental leave, on the day that is the later of:seventeen (17) weeks after the pregnancy leave began, or six (6) weeks after the birth, still-birth or miscarriage.
  - (b) A member may end her leave earlier than the day set out in 21:06 (a) by giving the Dean, or Head as designate of the Dean, written notice at least four (4) weeks before the day she wishes to end her leave.
  - (c) A member who has given notice under subsection (b) to end her pregnancy leave may end the leave :
    - (i) on an earlier day than was set out in the notice, if the member gives the Dean, or Head as designate of the Dean, a new written notice at least four (4) weeks before the earlier day ; or
    - (ii) on a later day than was set out in the notice, if the member gives the Dean, or Head as designate of the Dean, a new written notice at least four (4) weeks before the day indicated in the original notice.
  - (d) A member who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the Dean, or Head as designate of the Dean, at least four (4) weeks written notice of the termination.
- 21:07
- (a) In addition to the rights to pregnancy leave granted under the foregoing clauses of this Article 21 and where a member is in receipt of Employment Insurance pregnancy leave benefits as provided by the Government of Canada, a member shall be entitled to receive fifteen (15) weeks of such pregnancy leave at 100% of her normal salary less amounts received from Employment Insurance.
  - (b) Where a member is not in receipt of Employment Insurance benefits by reason of insufficient length of qualifying employment such member shall be entitled to fifteen (15) weeks of such pregnancy leave at 100% of her normal salary.
  - (c) The member is required to furnish proof of her application, receipt or non-receipt of Employment Insurance benefits and such other supporting documentation as may reasonably be requested in support of a claim for compensation pursuant to parts (a) and (b) above.
  - (d) In addition to the amount paid in either part (a) or (b) above, the member shall also be entitled to 100% of her normal salary during the first two (2) weeks of her pregnancy leave.
- 21:08 Nothing in this Article shall prevent a member from claiming sick leave for absences from work due to illnesses related to her pregnancy. However, once a member begins leaves under this Article, she may not suspend the leave in order to claim sick leave and she may not claim pregnancy, parental or extended parental leave and sick leave at the same time.

- Parental Leave on the Occasion of the Birth of a Child
- 21:09 On the occasion of the birth of a child, a member who is a parent and is paid and employed by the University shall be entitled to parental leave. Parental leave of an employee who has taken pregnancy leave shall begin when the pregnancy leave ends. A member's parental leave may begin no later than fifty-two (52) weeks after the day the child is born. Parental leave ends thirty-five (35) weeks after it began if the member also took pregnancy leave, and thirty-seven (37) weeks after it began otherwise.
- 21:10 On the occasion of the birth of a child, the child's parent who is not taking pregnancy leave under Article 21 shall be entitled to a leave with full salary and benefits of up to seven (7) days, to be taken at the discretion of the member within four (4) weeks of the birth of the child. The member taking such leave shall give the Dean, or Head as designate of the Dean, as much notice as possible. This leave shall be counted towards the number of days eligible for Parental Leave benefit.
- 21:11 During the period of parental leave as specified in this Article, a member shall be entitled to receive compensation from the University as follows: the University shall pay the member an amount equal to the difference between the Employment Insurance benefits received by the member, if any, and one hundred percent (100 %) of the member's Normal Salary for the first twelve (12) weeks of Parental Leave. Where pregnancy leave with pay has been taken, the total duration of pregnancy leave with pay under clause 21:07 or 21:24 and the parental leave with pay under this clause shall not exceed twenty-six (26) weeks.
- Parental Leave on the Occasion of the Adoption of a Child
- 21:12 On the occasion of the adoption of a child and the coming of the child into the member's care, custody and control for the first time, a member, who is a parent and who is paid and employed by the University, is entitled to parental leave of thirty seven (37) weeks.
- 21:13 On the occasion of the adoption of a child coming into the care, custody and control of a parent for the first time, the child's parent shall be entitled to a leave with full salary and benefits of up to seven (7) working days, to be taken at the discretion of the member within four (4) weeks of the adoption of the child. The member taking such leave shall give the Dean, or Head as designate of the Dean, as much notice as possible. This leave shall be counted towards the number of days eligible for Parental Leave benefit.
- 21:14 Where a member has adopted a child who has come into the member's care, custody and control for the first time and the member is taking a parental leave pursuant to Article 21 such member shall be entitled to the same entitlements, terms and conditions under [21:07](#) for the first seventeen (17) weeks. For the remaining twenty (20) weeks the member shall be entitled to the same entitlements, terms and conditions under [21:11](#).
- 21:15 A parental leave shall be granted upon at least two (2) weeks period notice to the Dean, or Head as designate of the Dean, of the commencement of such leave. However, such notice shall not apply if the member stops working because the child comes into the care, custody and control of the parent sooner than expected. In such case, the parental leave shall begin on the day the member stops working.
- 21:16 Where a member has adopted a child who has come into the member's care, custody and control for the first time and the member is taking a parental leave pursuant to Article 21, parental benefits leave may be increased by fifteen (15) weeks if the child suffers from a physical, psychological or emotional condition that requires extended care, or who otherwise requires special care. A certificate from a licensed professional in the appropriate discipline confirming the requirement for special or extended care shall be supplied to the Dean, or Head as designate of the Dean.
- Extended Parental Leave
- 21:17 An extended parental leave without pay, up to a maximum of seventeen (17) weeks, shall be given to any member who has been employed by the University for at least twelve (12) months immediately preceding the commencement of a parental leave. The member shall give written notice of their intention to take extended parental leave to the Dean, or Head as designate of the Dean, normally at least one (1) month prior to the commencement of the extended parental leave.
- General
- 21:18 If a member wishes to take less than thirty-five (35) weeks parental leave, the member shall give written notice to the Dean, or Head as designate of the Dean, of his or her intention to return to work at least four (4) weeks prior to the expected date of return.
- 21:19 The provisions of this Article 21 shall not preclude the making of alternative arrangements acceptable to the member and the Dean, after consultation with the Head. The member has the right to ask the Association for representation. The Dean, shall provide the Association with a copy of the alternative arrangements.

- 21:20 During leaves under this Article, a member shall continue to participate in the pension plan and the other benefit plans set out in this Agreement. The member and the University shall each continue to pay their applicable share of contributions and/or premiums, unless the member elects not to do so in writing. Members may arrange to pay their benefits by providing the University with post-dated cheques.
- 21:21 Upon the member's return to work, the University shall reinstate a member who has taken leaves under this Article to the former position with her/his full Normal salary and benefits as provided for under this Agreement, as amended. The period of a member's leave shall be included in the calculation of his or her length of service for seniority purposes.
- 21:22 A member who has taken pregnancy/parental/adoption leave (with or without pay) or a period of reduced responsibility to fulfill parental responsibilities following the birth or adoption of a child may elect by notice in writing, in a letter directed to the Provost, to have her/his consideration for tenure extended for one (1) year. The Faculty Association shall be notified in writing as soon as possible. For consideration of a delay for a period longer than one year, the member may make an application pursuant to [12:05 \(e\)](#).
- 21:23 The parties agree that the provisions of this Article shall be no less than those in the Ontario Employment Standards Act and as may be further amended. Differences in the interpretation of this Article shall be resolved based on consistency with the Act.
- 21:24 If a member who is a "parent" as defined by the *Employment Standards Act* assumes the primary child care responsibility upon the birth or adoption of a child, the pregnancy leave benefits under this agreement shall apply provided that the other parent is not simultaneously on pregnancy leave.

## **ARTICLE 22 CONFERENCE AND CONVENTION LEAVE**

- 22:01 When a librarian member wishes conference or convention leave, she/he shall apply to the University Librarian or Law Librarian, where applicable, and may be granted a leave, without loss of salary or other rights, privileges or benefits, to attend conferences, conventions, seminars, and workshops related to her/his field of specialization. The parties recognize, however, the responsibility of the University for ensuring the uninterrupted continuation and quality of service of the University and Law Libraries, in which librarian members are involved. In light of this responsibility, leave under this clause 22:01 shall not be withheld unreasonably.
- 22:02 When a faculty member wishes conference or convention leave, she/he shall apply to her/his Dean, or Head as designate of the Dean, and may be granted a leave, without loss of salary or other rights, privileges or benefits, to attend conferences, conventions, seminars and workshops related to her/his field of specialization. A member shall notify her/his Dean, or Head as designate of the Dean, as to how the member shall ensure the uninterrupted continuation and quality of the educational programs and/or courses, in which the member is involved, during leave taken pursuant to this clause. The Dean, or Head as designate of the Dean, shall not withhold approval of the leave unreasonably.
- 22:03 When an ancillary academic staff member wishes conference or convention leave, she/he shall apply to her/his Dean, or Head as designate of the Dean, and may be granted a leave, without loss of salary or other rights, privileges or benefits, to attend conferences, conventions, seminars and workshops related to her/his field of specialization. A member shall notify her/his Dean, or Head as designate of the Dean, as to how the member shall ensure the uninterrupted continuation and quality of service, the educational programs and/or courses, in which the member is involved, during leave taken pursuant to this clause. The Dean, or Head as designate of the Dean, shall not withhold approval of the leave unreasonably.
- 22:04 When a sessional lecturer wishes conference or convention leave, she/he shall apply to her/his Dean, or Head as designate of the Dean, and may be granted a leave, without loss of salary or other rights, privileges or benefits, to attend conferences, conventions, seminars and workshops related to her/his field of specialization. A member shall notify her/his Dean, or Head as designate of the Dean, as to how the member shall ensure the uninterrupted continuation and quality of the educational programs and/or courses, in which the member is involved, during leave taken pursuant to this clause. The Dean, or Head as designate of the Dean, shall not withhold approval of the leave unreasonably.

## **ARTICLE 23 STUDY LEAVE**

- 23:01 **Study Leave for Librarian Members**  
Study leave for librarian members is intended by the parties to provide an opportunity for library-related course work, study or research. Clauses 23:01-23:09 outline the procedure to be followed when applying for librarians' study leave. Normally the study leave is to be carried out over a period of up to sixteen weeks. The leave period shall normally be taken in a single block of time, or by mutual agreement between the member and the University Librarian. The administration encourages the pursuit of graduate degrees, for example, but not limited to a masters, second masters or Ph.D degree. However, the Administration shall not restrict study leaves to this purpose alone.

- 23:02 The maximum period of study leave(s) granted to a librarian member shall not exceed sixteen (16) weeks.
- 23:03 An application for study leave is subject to the following conditions precedent:
- (a) The applicant shall have been a full-time Librarian at the University for a period of three (3) years of service. Service shall not include the period of leave under clause [18:05 \(a\)](#) or (b) or the period of leave under Article 20 of this Agreement.
  - (b) The applicant shall have submitted with her/his application a detailed written statement of her/his proposed library-related course work, study or research during the period of leave.
  - (c) The University shall not be required to hire a replacement for the librarian member during her/his leave.
- 23:04 A successful applicant for study leave shall undertake in writing to:
- (a) carry out her/his proposed library-related course work, study or research;
  - (b) obtain approval in writing from the University Librarian or the Law Librarian, as the case may be, to any substantial change(s) in her/his proposed library-related course work, study or research during the period of such leave;
  - (c) inform forthwith the University Librarian or the Law Librarian, as the case may be, if, after embarking on her/his proposed library-related course work, study or research, the completion of same is frustrated or non-feasible and after consultation with the University Librarian or the Law Librarian, as the case may be, return to the University for assignment if she/he is so required;
  - (d) submit to the University Librarian or the Law Librarian, as the case may be, within sixty (60) days after her/his expected return to the University, a written report of her/his library-related course work, study or research during such leave.
- 23:05 A librarian member who has had study leave is eligible for further study leave(s) following successive period(s) of qualifying service.
- 23:06 A librarian member on study leave shall be entitled to eighty percent (80%) of Nominal Salary. All other rights, privileges and benefits for the member on study leave shall be as for a member on Sabbatical leave (clause [17:08 \(d\)](#)). In addition, a librarian member may apply for assistance towards the cost of a study leave for expenses such as fees, books, travel, etc. to a maximum of ten percent (10%) of Normal Salary.
- 23:07 A librarian member who is eligible for study leave shall make written application to the University Librarian or the Law Librarian, as the case may be, at least ninety (90) days prior to the date on which the study leave is to commence, and the University Librarian or the Law Librarian, as the case may be, shall inform the applicant of the decision at least thirty (30) days prior to the date on which the study leave is to commence.
- 23:08 The granting of study leave shall be at the discretion of the Board of Governors on the recommendation of the President who shall consult a Librarian Study Leave Committee composed of the Provost, as Chairperson, the University Librarian and the Law Librarian.
- 23:09 If an application has been denied or deferred, it shall be the responsibility of the applicant to renew the application.
- 23:10 **Study leave for Ancillary Academic Staff and Sessional Lecturers**  
Study leave for Ancillary Academic Staff and Sessional Lecturers is intended by the parties to provide an opportunity for work-related course work or study. However, the University shall not restrict study leaves to this purpose alone. Clauses 23:11 - 23:18 outline the procedure to be followed when applying for such study leave. Normally the study leave is to be carried out over a period of up to sixteen (16) weeks. The leave period shall normally be taken in a single block of time, or by mutual agreement between the member and the Dean, or her/his delegate/designate.
- 23:11 The maximum period of a study leave(s) granted to an ancillary academic staff or sessional lecturer member shall not exceed sixteen (16) weeks.
- 23:12 An application for study leave is subject to the following conditions precedent:
- (a) The applicant shall have been a full-time ancillary academic staff or sessional lecturer member at the University for a period of three (3) years which shall not include the period of leave under Article 20 of this Agreement;



- (b) The applicant shall have submitted with her/his application a detailed written statement of her/his proposed work-related course work or study during the period of leave.

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

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

23:14 An ancillary academic staff or sessional lecturer member who has had study leave is eligible for further study leave(s) following successive period(s) of qualifying service.

23:15 An ancillary academic staff or sessional lecturer member on study leave shall be entitled to eighty percent (80%) of Nominal Salary. All other rights, privileges and benefits for the member on study leave shall be as for a member on Sabbatical leave, (clause [17:08 \(d\)](#)). In addition an ancillary academic staff or sessional lecturer member may apply for assistance towards the cost of a study leave for expenses such as fees, books, travel, etc. to a maximum of ten percent (10%) of Normal Salary.

23:16 An ancillary academic staff or sessional lecturer member who is eligible for study leave shall make written application to her/his Dean, or her/his delegate/designate, at least one hundred and eighty (180) days prior to the date on which the study leave is to commence, and the Dean, or her/his delegate/designate, shall inform the applicant of the decision at least ninety (90) days prior to the date on which the study leave is to commence.

23:17 The granting of study leave shall be at the discretion of the Board of Governors on the recommendation of the President, who shall consult an Ancillary Academic Staff, Sessional Lecturer Study Leave Committee composed of the Provost, as Chairperson, the appropriate Dean and the Executive Director of Human Resources, or in the case of a sessional lecturer, the Dean.

23:18 An application for study leave may be denied on the recommendation of the Ancillary Academic Staff, Sessional Lecturer Study Leave Committee or the Dean only where the proposed work-related course work or study does not pertain to the member's job-related duties and responsibilities under the job description in such manner as the Committee or the Dean shall determine to be of benefit to the service/program.

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

## **ARTICLE 24 COMPASSIONATE LEAVE AND FAMILY MEDICAL LEAVE**

### Compassionate Leave

24:01 It is recognized that certain emergencies and other circumstances such as death or serious illness requiring immediate and short term absences from the University may arise in a member's personal life. Notification of absence shall be given to the Head (or Associate Librarian, or Law Librarian) who will notify the Dean or University Librarian as appropriate prior to departure or as soon as possible thereafter. The length of absence with full salary and all other rights, privileges and benefits shall be determined by the Dean or University Librarian or Law Librarian in consultation with and following the approval of the Provost as appropriate in accordance with this clause 24:01. Clause 24:01 does not apply to circumstances in which a member is entitled to Family Medical Leave under this Article 24.

### Family Medical Leave

- (a) A member is entitled to a leave of absence in accordance with the provisions of section 49.1 of the *Ontario Employment Standards Act* and with the benefits described below.
- (b) A member who is qualified for Employment Insurance benefits, whether that member has applied for Employment Insurance benefits or not, is eligible for a supplementary employment benefit of one hundred percent (100%) of her/his normal salary for the two week Employment Insurance waiting period, and the difference between the Employment Insurance benefits to which the member is entitled and one hundred percent (100%) of her/his normal salary for the next two weeks of leave and the difference between the Employment Insurance benefits to which the member is entitled and eighty percent (80%) of her/his normal salary for the following four (4) weeks of leave.

- (c) The member who is not qualified for Employment Insurance benefits shall be paid 100% of her/his normal salary for the first four (4) weeks of such leave. The member shall be paid eighty percent (80%) of her/his normal salary for the following four (4) weeks of her/his leave.
- (d) Family member means:
  - (i) the member's spouse (including same-sex spouse),
  - (ii) a parent, step-parent or foster parent of the member or of the member's spouse,
  - (iii) a child, step-child or foster child of the member or the member's spouse,
  - (iv) a brother, step-brother, sister or step-sister of the member,
  - (v) a grandparent or step-grandparent of the member or of the member's spouse,
  - (vi) a grandchild or step-grandchild of the member or of the member's spouse,
  - (vii) a brother-in-law, step-brother-in-law, sister-in-law or step-sister-in-law of the member,
  - (viii) a son-in-law or daughter-in-law of the member or of the member's spouse,
  - (ix) an uncle or aunt of the member or of the member's spouse,
  - (x) a nephew or niece of the member or of the member's spouse,
  - (xi) the spouse of the member's grandchild, uncle, aunt, nephew or niece, or
  - (xii) any individual prescribed as a family member under legislation for the purpose of this article.

24:03 A member who wishes to take leave under this Article shall advise her/his Dean and Head (in the case of librarian members, the University Librarian or Law Librarian as appropriate and the Associate Librarian) in writing and prior to her/his departure or as soon afterward as possible that she/he will be absent from the workplace and the expected dates of departure and return and shall provide a certificate as described in section 49.1(2) of the *Ontario Employment Standards Act* no later than upon return to work, failing which the member shall not be entitled to the benefits under this clause.

24:04 A member who has taken family medical leave under this Article may apply in writing with reasons to the Provost, to extend the time for consideration for tenure or permanence for one (1) year.

24:05 During family medical leaves under clause 24:02, a member shall continue to participate in the pension plan and any other benefit plans set out in this agreement as permitted by the terms of the said plans.

24:06 Upon the member's return to work, the University shall reinstate a member who has taken leave under this Article 24 to her/his former position. The period of a member's leave shall be included in the calculation of his or her length of service for seniority purposes.

## ARTICLE 25 POST LEAVE SALARY AND BENEFITS

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

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

## ARTICLE 26 HOURS OF WORK FOR LIBRARIAN MEMBERS

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

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

as recognized in clause [46:03](#) of this Agreement other than the public holidays aforesaid, but compensatory time-off shall accrue at the rate of one (1) day for each of such days worked (the hours of work on such days shall not exceed five (5) hours). A roster of work involving Saturdays, Sundays and holidays, including public holidays as aforesaid, shall be posted one (1) week in advance of each academic term or period of recess between the terms and no Librarian shall normally be required to work more than two (2) such days, or parts thereof, in any one (1) calendar month.

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

## ARTICLE 27 CONFIDENTIALITY AND ACCESS TO PERSONNEL FILES

- 27:01 The Dean, or in the case of the librarian members, the University Librarian, shall maintain the sole personnel file recognized by this Agreement relating to each member, and the Departments of Human Resources and Finance shall maintain the benefits and payroll records of each member.
- 27:02
- (a) All documents pertaining to renewal, promotion and tenure shall be considered part of the member's personnel file. A copy of the summaries of the AAU Renewal, Promotion and Tenure Committee meetings as described in the Senate Bylaws shall be placed in the member's file in ample time for the member to consider the documentation prior to her/his presentation to UCAPT/UCRPPLM.
  - (b) Upon presentation of identification, each member shall have the right to examine, by special appointment, which shall not be withheld unreasonably, during regular office hours, all of the contents of her/his personnel file.
  - (c) Confidential letters of reference shall become part of a member's personnel file as of the day on which they are received. A member shall be entitled to read the contents of such letters, except that the identity of the author(s) shall remain confidential.
  - (d) A member shall have the right to have included in the said files additional material provided by himself/herself including her/his written comments on the accuracy or meaning of any of the contents.
  - (e) Written complaints by a student or others shall not be placed in a member's personnel file before the member has an opportunity to respond in writing. The response of the member shall also be placed in the personnel file. No unsubstantiated complaints or allegations shall be placed in a member's personnel file.
- 27:03 Each member shall have the right to obtain from the University, on reasonable notice in writing, at University expense, a copy, and at her/his own expense additional copies, of any or all of the contents of her/his personnel file excluding confidential letters of reference.
- 27:04 No anonymous material shall be kept by the University concerning any member or submitted as evidence in any formal or informal deliberation, action, or proceeding involving any member. If introduced, such material shall be sufficient in and of itself to invalidate the deliberation, action, or proceeding. Any such anonymous material contained in the files at the time of ratification of this Agreement shall be returned to the faculty member forthwith. Statistical information gathered as a result of any collective teacher evaluation made by students and approved by the Senate (or other appropriate University authority) shall not be considered to be anonymous material. Non-statistical information gathered by way of such evaluation and statistical information arising out of statements or questions added by the member may be used only by the member or with the written consent of the member.
- 27:05 Letters received in relation to the appointment of a member shall be confidential and shall not be shown to the said member before or after her/his appointment.
- 27:06 Except as authorized by this Agreement or as authorized by a member in writing, or as relevant and material to collective bargaining and to the administration of this Agreement by the Faculty Association, or as relevant and material to an arbitration proceeding under this Agreement and as required by the arbitrator pursuant to her/his powers, all health and psychiatric records, transcripts, letters of reference and assessment, or material reflecting the salary history or the existing salary rate or other personal information of any member under the direct control of the University shall be kept confidential. Onus of proof of breach of confidentiality shall rest with the member. The *curriculum vitae* of a member shall not be regarded as personal information and shall not be considered to be confidential unless requested in writing by the member that it be kept confidential. The University shall be held blameless for the release of information contained in a member's *curriculum vitae* unless so requested in writing. A member should update her/his *curriculum vitae* when substantial amendments occur.

27:07 When confidential information is to be used by the University in the course of proceedings to resolve a grievance, the substance of such confidential information shall be made available in advance to the member or her/his duly authorized representative in a form which does not identify the author. Where in the opinion of the arbitrator(s) the identity of the author is central to the resolution of the difference, the arbitrator(s) shall be supplied with the material and may make such use of it as is essential to her/his/their decision, having due regard to its confidentiality.

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

- 28:01 The University shall provide to the Faculty Association as office space the premises designated as 366 Sunset Avenue in accordance with the provisions of the lease between the University of Windsor and the Faculty Association dated September 1st 1983, or other mutually agreeable office space on terms consistent with the said lease.
- 28:02 (a) When the current lease for the premises specified in clause 28:01, or renewal thereof, expires, the Board of Governors may further renew the lease or shall at its sole discretion provide comparable premises mutually agreeable to the Faculty Association and to the Board of Governors on terms consistent with those specified in the said lease.
- (b) The Association shall continue to have the use of the internal postal service of the University, printing and duplicating services, computer facilities, audio-visual equipment and meeting rooms on the same basis and at the same rate established by the University for other University users.
- 28:03 The Association may, at its expense, make modifications to the property as set out in clause 28:02 (a), excluding structural modifications. Before making such modifications the Association shall obtain the consent of the University which consent shall not be withheld unreasonably. Upon vacating said premises the Association shall, at its expense, restore the premises to the renovated state in which the University delivered them to the Association, if required to do so by the University.
- 28:04 The Association shall have the right at any time to call upon the assistance of representatives of the Canadian Association of University Teachers (C.A.U.T.), the Ontario Confederation of University Faculty Associations (O.C.U.F.A.), the Ontario College and University Library Association (O.C.U.L.A.), and the Canadian Association of College and University Libraries (C.A.C.U.L), when dealing with or negotiating with the University. Such representatives and any other duly designated representatives shall have access to the University premises at all reasonable times to consult with members, Association officers, or University officials. When such representatives deal directly with the University officials, the extent of their authority shall be clearly defined and communicated to the University officials by the Association.
- 28:05 The President and members of the Association Council shall have the right at all reasonable times to consult with members, Association officers or University officials in the administration of this Agreement. The Association recognizes, however, the responsibility of the President and members of the Association Council for insuring the uninterrupted continuation and quality of program(s) of the University in which the President and members of the Association Council are involved.
- 28:06 (a) In recognition of the duties of the President of the Association, she/he shall be entitled to a reduction of four (4) courses. In the event that the President is a non-teaching member, she/he shall be entitled to a reduction of two-thirds (2/3) of the weekly hours or twenty-four (24) hours per week, as appropriate.
- (b) The Chairperson of the Grievance Committee shall be entitled to a one-half (½) reduction of her/his normal teaching load, but in no event shall the teaching load be reduced below two (2) semester courses. In the case of a non-teaching member, she/he shall be entitled to a reduction of one-sixth (1/6) of the weekly hours or six (6) hours per week, as appropriate, if, in either case the reduction does not necessitate a replacement.
- (c) The University shall also provide one (1) course reduction (or the weekly hour equivalent) to be allocated at the discretion of the Faculty Association with three (3) months' prior notice to the University.
- (d) Notwithstanding clause 28:06 (a), (b) and (c), the Faculty Association shall be entitled to purchase six (6) course reductions in any academic year. Such courses shall be allocated at the discretion of the Association with three (3) months' prior notice to the University.
- 28:07 In addition, the President of the Association and her/his appointees upon written request may be granted leave with full salary and all other rights, privileges, and benefits to attend conferences, conventions, seminars, and workshops related to the field of collective bargaining. The parties recognize, however, the responsibility of the University for ensuring the uninterrupted continuation and quality of program(s) of the University in which the President of the Association and her/his appointees are involved and in light of this responsibility leave under this clause 28:07 shall not be withheld unreasonably.

- 28:08 Service of any member of the Faculty Association to the National Union of the Canadian Association of University Teachers (N.U.C.A.U.T.), Canadian Association of University Teachers (C.A.U.T.) and the Ontario Confederation of University Faculty Associations (O.C.U.F.A.) shall be considered by the University in the evaluation of the member as Other Service to the profession or community.
- 28:09 (a) Members shall have the right to serve on duly constituted governing bodies and committees of the Faculty Association. Such members shall be granted reasonable time off from other duties for this purpose provided arrangements can be made for ensuring the uninterrupted continuation and quality of program(s) of the University in which the members are involved.
- (b) Such service shall be considered as Other Service to the University.
- 28:10 Members elected to the Board of Governors shall not be treated differently from members of the bargaining unit in respect of their terms and conditions of employment by reason of their membership on the Board of Governors.

## **ARTICLE 29 DISMISSAL FOR JUST CAUSE**

- 29:01 In this Article 29, "dismissal" means the termination of an appointment by the Board of Governors,
- (a) in the case of a member having an appointment with tenure or permanence, prior to the age of retirement;
- (b) in the case of a member having an appointment of limited term, prior to the end of the specified term; or
- (c) in the case of a member having a probationary appointment, without the required notice.
- Failure to renew a probationary or limited term appointment, failure to grant tenure or permanence at the end of a probationary period, or lay-off does not constitute dismissal.
- 29:02 A member may be dismissed for just cause.
- 29:03 Medical disability shall not be cause for dismissal unless the member has initially refused an appropriate offer of accommodation and thereafter has unreasonably refused medical attention.
- 29:04 Where it is alleged that there exists just cause for dismissal of a member, the allegation(s) shall be brought to the attention of the President. The initiation of preliminary proceedings shall be at the discretion of the President and in cases where she/he intends to proceed she/he shall inform the member in writing of the allegations which have been made against the member, together with a written summary of all relevant circumstances and the reason(s) for the intended dismissal. An informal conference, called by the President, shall then be held, attended by the President, the Dean of the member's Faculty, and/or her/his Head, a member of the Faculty Association Executive unless the member requests in writing that no Association representative be present and waives any claim against the Faculty Association with respect to representation, and the member against whom the allegations have been made, if she/he elects to attend. The Association has the right to be present and to make representation at this and all subsequent stages of these proceedings, unless the member waives such representation as provided for above. Where a member proceeds without the assistance of the Association, any settlement or award shall not constitute a precedent to be used against any other member, group of members, the Association or the University in any future dismissal for just cause proceedings.
- 29:05 Where a member declines or fails to attend the informal conference, or if no settlement is reached which is agreeable to the University and the member and the President wishes to pursue the matter, the President shall within ten (10) days of the informal conference inform the member in writing of the specific charge(s) against her/him, the reason(s) therefore and the intended action for dismissal and that, subject to written notice by the member provided for under clause 29:06, a single arbitrator will conduct a hearing to determine the validity of the charge(s) and to determine whether said charge(s) constitute(s) just cause for dismissal.
- 29:06 If such member wishes to contest the intended dismissal, she/he shall within ten (10) days of the receipt of the notification by the President of the specific charge(s) against the member and the reason(s) therefore, notify the President and the President of the Association of her/his intent; whereupon the President and the President of the Association shall meet and attempt to agree upon a single arbitrator from the following list:
1. Brian Langille
  2. Gail Brent
  3. Bill Kaplan
  4. Louisa Davie

If such selection has not been made within ten (10) days, either party may request the Minister of Labour for Ontario to make the appointment.

- 29:07 The President may by written notice relieve the member of some or all of her/his University duties until the arbitrator has made a decision or until such earlier time as the President may deem appropriate. The Faculty Association will be notified of any action taken under this clause in a timely manner. No such action shall be taken unless the President has grounds to believe that the failure to take the action outlined herein would result in appreciable physical or emotional harm to a person associated with or a guest of the University or appreciable harm to or resulting from the use of University property or data, or appreciable harm to or resulting from the use of property or data of a person associated with or a guest of the University on the University campus, and the President has considered all reasonable alternatives to relieving the member of some or all of her/his duties. Subject to any disciplinary action taken under Article 58, salary and benefits shall continue throughout the period the member has been relieved of her/his duties up to the date the arbitrator renders a decision.
- 29:08 Subject to the provisions of The Labour Relations Act of Ontario, the arbitrator shall have the power to establish procedures. Such procedures shall be in conformity with the principles of fair play and natural justice and in accordance with the minimum rules for proceedings set forth in The Statutory Powers Procedure Act, 1971, of Ontario. In particular, without limiting the generality of the foregoing, the following procedures shall be adopted at the hearing:
- (a) The parties to the arbitration shall be the Faculty Association and the University.
  - (b) The arbitrator shall fix the date, time and place of the hearing and shall forward a written notice of same to the parties a reasonable time in advance of the hearing. The notice shall contain a statement of the purpose of the hearing and shall also contain a statement that if the party notified does not attend at the hearing, the arbitrator may proceed in her/his absence.
  - (c) The hearing shall be held *in camera*.
  - (d) Each party shall be entitled to be present and to be represented at the hearing by counsel or agent, to call and examine witnesses, to cross-examine witnesses called by another party, and to present argument.
  - (e) Each witness shall be informed by the arbitrator of her/his right to object to answer any question under the Canada Evidence Act and The Evidence Act of Ontario.
  - (f) A complete audio taped record of the hearing shall be made and a copy shall be furnished to the University and to the member on request at the expense of the party making the request.
  - (g) In recognition of the fact that the procedures set forth in this Article constitute a modification of the normal grievance arbitration procedures under The Labour Relations Act of Ontario, the arbitrator shall have the powers granted to arbitrators by Section 44 (8) of the Ontario Labour Relations Act including the power:
    - (i) to summon and enforce the attendance of witnesses and to compel them to give oral or written evidence on oath;
    - (ii) to administer oaths; and
    - (iii) to accept such oral or written evidence as in the arbitrator's discretion is proper, whether admissible in a court of law or not.
- 29:09 The arbitrator shall reach a decision where practicable within thirty (30) days of the hearing being completed on the basis of the evidence adduced at the hearing. The said decision shall contain findings of fact, reasons and conclusions as to whether there is just cause, and a copy of the decision shall be provided to the University and to the member. The arbitrator shall not have jurisdiction to alter or add to any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms of this Agreement. However, the arbitrator shall not be barred from hearing a grievance and rendering an award on the basis of a technical irregularity. The decision of the arbitrator shall be final and binding upon the University, the Association and the member. In the award the arbitrator shall declare:
- (a) that just cause for dismissal has not been shown and that any suspension in effect be rescinded, in which case it may rule that no record of such suspension shall be made in the member's personnel file; or
  - (b) that just cause for dismissal has been shown in which case it may make such recommendations it deems just and equitable in the circumstances.

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

### **ARTICLE 30 EMPLOYMENT EQUITY**

- 30:01 (a) The parties to this Agreement agree to the principle of employment equity for members of the designated groups as defined by Article 1.
- (b) Within one hundred and eighty (180) days from the signing of this Agreement, in the context of the President's plans for a comprehensive campus-wide approach to employment equity, the President will publish a detailed plan and timetable with respect to implementation of the recommendations of the Coulter Report.

- 30:02 The University shall ensure that the employment equity procedures recommended by the Review Committee on Employment Equity (RCEE) including:
- (i) the Positive Action Plan as approved by Senate in November 1988 relating to women and later extended to the designated groups in 1993 and 1994;
  - (ii) all statutory obligations concerning employment equity;
  - (iii) the provisions for advertising and interviewing;
  - (iv) the use of employment equity/procedures assessors on appointments, and promotion and tenure committees; and
  - (v) the review of all appointment procedures and recommendations by the Presidential Commission on Employment Equity;

shall, subject to 30:06, be followed in all AAUs and Libraries.

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

- 30:04 The Review Committee provided for in clause 30:03 shall be responsible for:
- (i) identifying where there is a serious under-representation of members of the designated groups in any AAU and/or Library;
  - (ii) recommending reasonable goals and timetables for hiring by any AAU and/or Library where serious under-representation of members of the designated groups exists;
  - (iii) reviewing action taken within the University to achieve the hiring goals recommended under (ii).

- 30:05 The Review Committee provided for in clause 30:03 shall report at least annually its findings and recommendations to the parties to this Agreement and to the Senate. The findings and recommendations of the Review Committee shall not be subject to the grievance and arbitration procedures under Article 39 of this Agreement.

- 30:06 Consistent with the principle of employment equity:
- (a) The University shall continue to implement the Procedures recommended by the RCEE (as adopted by Senate) and the four point Positive Action Plan (as adopted by Senate, November 17, 1988) and any other recommendations of the RCEE (as may be adopted by Senate). The University accepts the principle of offering incentives to encourage hiring of qualified candidates from the designated groups.
- (b) To ensure positive action, all full-time positions are to be advertised through contact with Chairs of appropriate departments at other Universities, in University Affairs, and the CAUT Bulletin, relevant professional journals and, where relevant, national newspapers, women's studies and feminist journals, and/or with associations or contact groups representing the designated groups. In addition, following approval of an advertisement, copies of all such advertisements will be transmitted to the office charged with Employment Equity matters at the University.

The normal requirement of advertising a position may be waived in exceptional circumstances where timely action is essential. Such waiver may be approved by the Provost upon the recommendation of the appropriate AAU Appointments Committee and the Dean and in such case the Provost shall inform the Faculty Association. When the AAU Appointments Committee is unable to achieve a quorum, the Provost may approve the waiver upon the recommendation of the Dean in consultation with the Head, and with the agreement of the Faculty Association.

- (c) The University is committed to eliminating or modifying those human resource policies, practices, and systems, whether formal or informal, shown to have an unfavourable effect on the hiring and promotion of members of designated groups.
  - (d) The parties agree that the best qualified candidate should be appointed. When the qualifications of a candidate who is a member of an under-represented designated group are approximately equal to those of the best available and acceptable candidate, then, all else being equal, the candidate from the under-represented designated group(s) shall be recommended to the AAU for consideration.
- 30:07
- (a) Unless recommendations of the RCEE (as may be approved by Senate) provide otherwise, an Employment Equity/Procedures Assessor shall be included, as a non-voting member of every appointments committee, search committee, and tenure/permanence and promotion committee, including UCAPT.
  - (b) The Chair of PCEE and the President of the Faculty Association shall prepare and approve a list of Employment Equity/Procedures Assessors; such list shall be established annually by mutual agreement. The list of Employment Equity/Procedures Assessors so appointed shall be kept by both parties in alphabetical order and all assignments from such list shall be made through contact with the Office of the Provost. Assignments shall be for a set term as agreed to by the person and the Provost or her/his delegate and all subsequent assignments and/or assignments required because of vacancies shall be filled by the next available person on the list.
  - (c) Each Employment Equity/Procedures Assessor shall be provided with all relevant appointment or promotion and tenure materials, including a copy of the AAU's goals and timetables by the Head of the AAU to which the Employment Equity/Procedures Assessor has been assigned.
- 30:08
- (a) In the evaluation of candidates for appointment, tenure/permanence and promotion to a position in or within the bargaining unit, the criteria adopted must not systematically discriminate against members of the designated groups and shall be reviewed periodically to ensure that they do not undervalue work which is done predominantly by members of the designated groups.
  - (b) Candidates shall not be disadvantaged by reason of minor career interruptions caused by family responsibilities.

**ARTICLE 31 RIGHTS, DUTIES AND RESPONSIBILITIES OF HEADS**

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

Academic and Administrative Duties and Responsibilities

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

- (a) to preside over meetings of the AAU Council and any AAU Renewal, Promotion and Tenure Committee, and any AAU Appointments Committee and bring to the attention of Council matters pertaining to the work of the AAU;
- (b) to provide leadership which will ensure the orderly and efficient operation of the AAU;
- (c) to be the academic leader of the AAU and provide leadership in coordinating, maintaining and improving the standards of faculty scholarship in her/his AAU;
- (d) to coordinate the internal administration of the AAU in consultation with members of the AAU;
- (e) to ensure that budgetary allocations appropriately reflect the academic priorities within the AAU and to submit to the appropriate Dean in writing, an estimate of the AAU's budgetary needs for the ensuing year. The Head shall consult with those members who have responsibilities for the leadership and/or coordination of programs offered by the AAU before submitting the estimate to the Dean;
- (f) to be responsible to the Dean on matters concerning undergraduate and graduate programs and research;
- (g) to be responsible for the co-ordination of programs within the AAU;



- (h) to promote liaison between her/his AAU with other AAUs and Officers in the University with appropriate professional organizations and with the public;
- (i) to carry out the duties of the Head required by Senate Bylaws with respect to appointments, renewals, promotions and tenure. The Head shall consult where appropriate with those who have responsibilities for the leadership and/or coordination of programs with which the candidates for such appointments, renewals, promotions and tenure are involved concerning recommendations to be made by the Head;
- (j) to represent the University on external organizations where appropriate;
- (k) to be responsible for the administration of all budgetary matters for the AAU;
- (l) to make recommendations to the Dean on the assignment and scheduling of teaching and counselling duties in accordance with clause 5:08. The Head shall consult with those who have responsibilities for the leadership and/or coordination of programs in which a member of the AAU teaches before making such recommendations;
- (m) to be responsible for the implementation of all relevant personnel policies and collective agreements adopted by the Board of Governors;
- (n) to be responsible for preparing performance reviews for members of the AAU. The Head shall consult with those who have responsibilities for the leadership and/or coordination of programs with which members for whom reviews are to be prepared are involved before preparing such reviews;
- (o) to make recommendations on leaves of absence and/or sabbaticals to the Dean;
- (p) to ensure that University policies are clearly communicated to members of the AAU;
- (q) to represent her/his AAU to the Dean, to the University and to University Committees where called upon;
- (r) to facilitate appropriate student involvement in the affairs of the AAU; and
- (s) to perform such other duties as specified in this Agreement.

31:03 A faculty member who is appointed as Head or Acting Head during her/his term of office shall:

- (a) receive the appropriate responsibility stipend as set out below:
  - (i) AAU comprised of 1 to 24 full-time faculty members and full-time secretaries and full-time technicians paid out of the operating budget of the AAU (employed more than 24 hours per week) - \$5,000;
  - (ii) AAU comprised of more than 24 and less than 35 full-time faculty members and full-time secretaries and full-time technicians paid out of the operating budget of the AAU (employed more than 24 hours per week) - \$6,000;
  - (iii) AAU comprised of 35 or more full-time faculty members and full-time secretaries and full-time technicians paid out of the operating budget of the AAU (employed more than 24 hours per week) - \$7,000;
  - (iv) For the purposes of calculating the above stipends, AAUs employing sessional lecturers shall treat each such member as equivalent to two-thirds (2/3) of a full-time faculty member when calculating the responsibility stipend;

The responsibility stipend shall cease to be paid when the member ceases to be Head or Acting Head.

- (b) be granted a reduction in teaching load of three (3) semester courses but not such as to reduce the Head's teaching load below two (2) semester courses per academic year.

31:04 A faculty member who has completed five (5) years as Head shall be eligible to take a sabbatical leave subject to the conditions set forth in Article 17 of this Agreement. Provided that the Head does not take a sabbatical leave during her/his term as Head, all time accrued towards a sabbatical leave prior to the member's appointment as a Head shall be credited towards her/his next sabbatical leave. In consideration of the administrative and related functions performed by the Head during her/his term of office, clause 17:04 (a) shall not apply. A Head shall not combine a sabbatical leave under this clause with any other sabbatical leave to which she/he may become entitled.

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

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

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

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

(i)	1 to 15 people	\$5,000
(ii)	16 to 24 people	\$6,000
(iii)	25 or more people	\$7,000

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

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

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

32:01 In the event of an amalgamation, consolidation, or merger of the University or any of its constituent units or sub-units with any other institution(s), the provisions of the Labour Relations Act of Ontario shall apply.

32:02 In the event of an expansion and/or extension of the University by the creation of Faculties, schools or other academic units or sub-units offering academic programs or offering academic programs off-campus, the employees therein who are eligible for membership in the bargaining unit shall immediately become members of the bargaining unit and the provisions of this Agreement shall apply to such persons.

### **ARTICLE 33 COPIES OF THIS AGREEMENT**

33:01 The University shall provide one (1) written copy of this Agreement to each member for which the University shall bear the cost of production, reproduction and distribution.

33:02 When a candidate is selected for an interview, the University shall inform her/him that there is a Collective Agreement in place at the University of Windsor, that this Agreement is published on the University website, and shall inform the candidate in writing that the Faculty Association may be contacted for information. When an appointment is made by the University, it will provide the new member with a copy of this Agreement at the University's expense.

33:03 Prior to reproduction of this Agreement, the Administration shall ask the Faculty Association how many additional copies of the Collective Agreement the Faculty Association requires. These copies shall be provided at cost.

### **ARTICLE 34 PATENTS**

34:01 The University encourages the publication of research results, inventions and discoveries, and all other scholarly works in all fields of academic endeavour in a climate of academic freedom and without regard to potential gain from royalties and other such income.

34:02 It is recognized that in the interest of most effective development and utilization of an invention, and for the protection of members and the University, it may be advisable to patent an invention developed in a course of research performed at the University.

34:03 (a) The University acknowledges that it has no claim or interest in any invention made by a member without the use of the University's facilities, support personnel, support services, equipment or materials or without encroaching upon University time.

(b) However, the Association acknowledges that the University and/or any external organization or individual which has provided funds and/or equipment for the research which leads to an invention by a member have an interest in any invention made by a member which invention is made, developed or discovered using University facilities, support personnel, support services, equipment or materials or encroaching upon University time or with the use of any facilities, equipment, services, or time funded or provided by such external organization or individual. A member who has made an invention developed or discovered using University facilities, support personnel, services, materials or equipment shall submit a report to the Provost disclosing such use.

- (c) For the purpose of this Article 34, the payment of salary to members, the provision of a normal academic environment in which to work, and the performance of the regular work load shall not be construed as use of the University's facilities, support personnel, support services, equipment or materials or encroaching upon University time.
- 34:04 A member who has made, discovered or developed an invention, improvement or discovery to which clause 34:03 (b) applies, shall have the sole right to decide:
- (a) whether in consultation with the University to seek a patent at all or to allow the public use of her/his invention, improvement or discovery; and
- (b) whether in consultation with the University and by what means and on what terms to patent, produce or market the invention, improvement or discovery,
- except when a funding or research agreement has been entered into between the University and an external organization or individual, in which case the member's rights shall be as specified in the funding or research agreement to which the member shall be a party and subject to this Article 34. Nothing herein shall obligate the University to expend money or incur other responsibilities except as expressly agreed by the University in this Article 34 or otherwise in writing.
- 34:05 All inventions resulting from research supported by the University, but excluding any of the services provided by the University under clause 34:03 (c), or under a funding or research agreement, are subject to such entitlement as shall be specified by written agreement between the University and/or external funding organization or individual and the member who is the recipient of research funds, but the economic return to the member in the case of university-provided funds shall be no less than that specified in clause 34:10 and where the funds are provided by an external funding organization or individual shall be as specified in the funding or research agreement.
- 34:06 A member shall notify the University in writing of any and all applications by her/him for letters patent in any and all countries at least thirty (30) days prior to the filing of such application. If this would endanger the timely application for letters patent, the member shall either notify the University in writing prior to the filing of the application or notify the University by telegram concurrently with the filing of the application whichever can be done earlier. Nothing in this clause 34:06 shall be deemed to remove any rights the University may have with respect to such patent.
- 34:07 The University shall be deemed to have and the member shall grant to the University a non-exclusive, royalty-free, irrevocable, indivisible and non-transferable right to use solely for the University's internal use any patented invention when such invention was made, discovered or developed using University facilities, support personnel, support services, equipment or materials or encroaching upon University time. Such right shall not include the right to commercially exploit any such invention or to license anyone so to do except as provided in this Article 34.
- 34:08 Where a member has decided to patent, produce or market, at her/his own expense, an invention, improvement or discovery to which clause 34:03 (b) applies, before an application for a patent is filed by the member she/he shall negotiate an agreement with the University which agreement shall include provisions addressed to the following issues:
- (a) the terms on which the University shall assign all its rights, title and interest in the invention to the member;
- (b) the value of the University's facilities, support personnel, support services, equipment or material or time encroachment by the member involved in the making, discovery or development of the invention, improvement or discovery;
- (c) how and when the University shall receive the amount of the value as agreed in clause 34:08 (b) and the terms of any security or lien which the University shall take to secure the receipt of such amount; and
- (d) any other matter which is appropriate in the circumstances.
- 34:09 For the purposes of clause 34:08 the member shall initiate a request in writing to the office of the Provost, that the University conclude this agreement referred to in clause 34:08. The Provost shall within ten (10) days of the receipt of the request in writing communicate, by notice in writing delivered to the member, the University's willingness to enter into negotiation and the name of the negotiator(s) for the University. The member at her/his discretion may appoint a negotiator(s) or represent himself/herself in the negotiation. If the Provost fails to communicate in writing the University's willingness to negotiate within ten (10) days, or, if after receiving the reply of the Provost the parties to the negotiation fail to reach agreement within thirty (30) days of a written demand to start negotiations delivered by the member to the Provost, the member or the University may submit the issue to arbitration, under the Arbitration Act and the arbitrator shall be charged to determine the appropriate terms of this agreement consistent with the principles expressed in this Article 34. The arbitrator may not assign to the University any costs involved in any assignment or render the University liable in any way as a guarantor or otherwise of the said patent, invention, improvement or discovery.

- 34:10 Where a member decides that she/he will not patent, produce or market an invention, improvement or discovery at her/his own expense but consents to the University patenting, producing or marketing the invention, before an application for patent is filed by the University, the University shall negotiate an agreement with the member. This Agreement shall provide that the member shall assign all her/his right, title and interest in the invention, improvement or discovery to the University, subject to the University and member sharing equally in the net income derived by the University from the commercial exploitation of the said invention, improvement or discovery after payment of all fees and expenses incurred by the University in the application for patent, and all other expenses incurred in the commercial exploitation of the said invention, improvement or discovery. However, if the University decides, with the consent of the inventor, to assign the prosecution of the patent application and the commercial exploitation thereof to an outside agency such as Canadian Patents and Development Limited (CPDL), thereby incurring no responsibilities or liabilities or any cost legal or otherwise in prosecuting the patent application, or commercially exploiting the invention, the income returned to the University by the agency under the terms of the then current agreement shall be shared by the faculty member receiving from fifty-five percent (55%) to seventy percent (70%) of such income, the lower amount where the use of University facilities, support services, personnel or time encroachment was substantial, and the higher amount where such use or encroachment was small. Nothing herein shall obligate the University to expend money or incur other responsibilities except as expressly agreed by the University in this Article 34 or otherwise in writing.
- 34:11 The name of the University shall not be used in connection with inventions, improvements or discoveries without the prior written agreement of the University although nothing shall prevent the member from stating his employment, rank and title in connection with such inventions. Such statement shall not in any way imply approval, promotion or use of the invention, improvement or discovery by the University and, further, such statement shall be qualified so as not in any way to tend to expose the University to liability in law arising out of or relating to the invention, improvement or discovery.
- 34:12 Notwithstanding the provisions of clause 34:10, a member, after obtaining written authorization from the President of the Faculty Association, may negotiate an income allocation agreement with the University that is outside the guidelines specified therein. Any such agreement shall not serve as a precedent.

## ARTICLE 35 COPYRIGHT

- 35:01 The University acknowledges that it has no interest in and makes no claim to any copyrights in any works, including those created with alternative learning technology, authored by a member save and except when such work was made, prepared, produced, authored or otherwise developed by a member involving the use of direct University funding, or under a contractual agreement with the University, or with the use of the University production facilities as defined in clause [35:02 \(e\)](#), including personnel, equipment and material free of charge or substantially below commercial rates, or in which the University has rights as licensee in accordance with the provisions of this Article 35. The Association acknowledges that its members have no interest in and make no claim to copyright in work commissioned by the University, unless otherwise agreed to in the contractual agreement between the University and the member, or in any official reports, correspondence, grades, assessments or similar material produced pursuant to the normal administrative duties of a member within the University.
- 35:02 For the purposes of this Article:
- (a) The word "copyright" shall be read and understood as used in the context of the Copyright Act of Canada and means the sole right to produce or reproduce the work or any substantial part thereof in any material form whatever, to perform, or in the case of a lecture to deliver, the work or any substantial part thereof in public or, if the work is unpublished, to publish the work or any substantial part thereof.
  - (b) The words "author" and "work" shall be read and understood as used in the context of the Copyright Act of Canada.
  - (c) The words "recorded work" shall mean all finished recordings made on magnetic tape, film, phonograph record, kinescope, plate, computer disk, CD-ROM, mainframe computer file or other recording medium. However, articles, books, class notes, class syllabi and bibliographies shall not be read or understood as recorded work.
  - (d) The payment of Normal Salary to the member shall not constitute direct University funding unless agreed otherwise by the member in writing.
  - (e) University production facilities means equipment, computers, software or materials which are:
    - (i) provided by the University for use by members in carrying out their responsibilities as teachers and/or scholar researchers; and

- (ii) used by a member carrying out the abovementioned responsibilities, in the making, preparation, production or development of any recorded work (s) in respect of which the member wishes to assert her/his rights as owner of the copyright therein. However, the use by a member of normally available word processing, spread sheet, database, communication, or analysis, application software installed on normally available computer facilities owned by the University, shall not constitute the use of University production facilities.
- (f) The casual use by a member of computer based resources owned by the University shall not constitute the use of the University production facilities.
- (g) A member shall not accept nor be offered by the University direct University funding or the use of the said University production facilities, including material free of charge or substantially below commercial rates, until they have written a letter, signed by the member and delivered to the Provost stating that they have read and understand the provisions of this Article 35. A copy of the said letter shall be sent to the Association forthwith by the member.

#### Recorded Works and License for Internal Use

35:03 The parties agree that, in the case of recorded works made, prepared, produced, authored or otherwise developed by a member involving the use of direct University funding or the use of the said University production facilities, including material free of charge or substantially below commercial rates, the University shall have the right to the free internal use of the work for the educational and instructional purposes of the University and the University shall be deemed to be a licensee of the member for this purpose. The rights of the University shall include the right, at the University's expense, to make copies of recorded works for the internal use of the University as set out in this clause 35:03. Nothing in this clause 35:03 shall be construed as a waiver of any copyright by the member who owns the copyright or as permission to the University or to any agent of the University to broadcast, diffuse or rediffuse the work to the general public (i.e., the University shall not broadcast to an audience not principally composed of faculty, students and staff of the University or other restricted audience in the course of internal use) other than as provided in this Article 35.

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

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

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

35:05 A member who owns copyright in a recorded work which is made, prepared, produced, authored or otherwise developed by the member involving the use of direct University funding or the use of the said University production facilities, including material free of charge or substantially below commercial rates shall have the right to view the recorded work when completed and to exercise the copyright by requiring the editing or erasure of any part of such material in which the member owns copyright and has the right, subject to the approval of the Dean, to remake

such part. Such editing and erasing shall not be exercised arbitrarily but only for good artistic or educational reason. In the case of disagreement with regard to the reasons for editing or erasing recorded work the member or the University may submit the issue to adjudication by an individual experienced in such matters mutually agreed upon by the University and the Faculty Association.

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

#### Recorded Work and License for External Use

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

- (a) The member shall grant to the University a license, that includes the right to grant others the right, to use the work externally for a term of five (5) years from the date of completion of the work. However, if the work has been amended in pursuance of clause [35:12](#) during the existence of said license by the member who owns copyright, the aforementioned license shall, in the absence of any further written agreement, continue for a period of five (5) years from the date of such amendment.
- (b) The member shall either directly or through the agency of the Association establish by written agreement with the University the fee or royalty to be charged for use of the recorded work for external purposes by the University or others. The said agreement shall provide that the member shall formally grant to the University the license referred to in clause 35:07 (a), and this agreement shall also set out the fee or royalty for the use of the recorded work for external purposes by the University or by others. The said agreement shall also include a budget statement that includes all estimated costs associated with the preparation, production, authoring and/or creation of the recorded work in question. The fee or royalty for the use of the recorded work by the University and the fee or royalty which the University shall charge others for the external use of the recorded work shall be established by negotiation between the University and the member. If the parties to the negotiation fail to reach agreement, with respect to the fee or royalty for the external use of the recorded work by the University and/or the fee or royalty which the University shall charge others for the external use of the recorded work, within thirty (30) days of the reply the Provost pursuant to clause 35:07 (e), the member or the University may submit the issue to adjudication by an individual experienced in such matters mutually agreed upon by the University and the Faculty Association.
- (c) The member, if the license granted to the University pursuant to clause 35:07 (a), is not exclusive, shall not grant any other licenses at fees or royalties less than those determined in clause 35:07 (b).
- (d) The member may waive any fee, royalty or other payment provided that such waiver shall be in writing and shall be limited to the occasion and the user or users specified in the said writing, and that a copy be provided to the Association.
- (e) The member(s) owning copyright on completion of a recorded work for which the University has provided direct University funding or the use of the said University production facilities, including material free of charge or substantially below local commercial rates, shall write the Provost to inform her/him of the completion of the work. The Provost shall reply within sixty (60) days stating whether or not the University wishes to exercise its option to secure a copy of the work and whether or not it wishes the license to exploit the work in accordance with the provisions of clause 35:07 (a). If the Provost replies that the University does not wish to exercise these rights or if the Provost fails to answer within sixty (60) days, it shall be understood that the University has abandoned any right to secure a copy or obtain a license. If the copyright owner fails to notify the University as required then the University maintains its rights under this Article until such a letter is written by the member(s) to the Provost and has been disposed of in accordance with the provisions of this Article.
- (f) The University shall not loan or transfer a copy of the recorded work, nor allow any agent to loan or to transfer such a copy to any third party outside the University without written permission from the member(s) who own(s) the copyright(s) or from any agency duly appointed by the member(s) to represent her/his interests. A copy of such permission shall be sent by the University to the Association within thirty (30) days of receipt by the University.

- (g) Any fees or royalties or other gross income received as a consequence of the exploitation of the recorded work by the University pursuant to this clause 35:07 shall be distributed fifty percent (50%) thereof to the member and fifty percent (50%) thereof to the University, unless otherwise mutually agreed to by the member and the University.
- 35:08 The University shall not unreasonably restrain the external exploitation of copyright works and shall use its reasonable best efforts to promote the external commercial exploitation of recorded works falling under the provisions of clause [35:07](#) in the period(s) for which the University has a license under clause 35:07(a).
- Sale or Assignment by a Member of Recorded Work**
- 35:09 Where a member owns the copyright in a work in which the University has subsisting rights to use internally as set out in clauses [35:03](#) and [35:04](#) or rights to use externally as set out in clause [35:07](#) and the member wishes to dispose of her/his copyright by assignment, the member shall as a condition precedent to her/his right to assign:
- (a) give the University the right of first refusal and otherwise adequately protect the University's subsisting rights to use the work internally as set out in clauses [35:03](#) and [35:04](#), and
- (b) adequately protect the University's subsisting rights to use the recorded work externally as set out in clause [35:07](#).
- The member may request in writing, to the Provost, to waive such requirements for protecting the University's subsisting rights and the University may dispense with either or both of the requirements at its discretion. In the event that the Provost has not replied in writing delivered to the member within thirty (30) days of the receipt by the Office of the Provost of the written request of the member, the member shall be deemed to have received the waiver requested.
- Storage, Erasure and Withdrawal of Recorded Work**
- 35:10 The University shall retain possession of every recorded work transferred to it pursuant to this Article 35 in which the copyright is owned by a member and shall exercise reasonable care to ensure that any such recorded work is not erased, amended or edited without complying with the provisions of clauses [35:05](#) and [35:06](#).
- 35:11 No recorded work in which a member owns copyright shall be erased by the University without thirty (30) days prior notice of the intended erasure being given to the member, such notice to be given in writing and delivered to the member at her/his last address known to the Department of Human Resources of the University. Erasure is not contingent on acknowledgment or approval by the member, notice being solely to provide the opportunity before erasure for the member owning copyright in the recorded work to obtain copies of the work at her/his own expense.
- 35:12 A member who alone owns the copyright in a recorded work in which the University has subsisting rights under clauses [35:03](#), [35:04](#) and [35:07](#), and who believes her/his work to have become unsatisfactory for a proposed use due to dating or unsuitability, may require the recorded work to be amended or may require its use to be withheld, but a member may not require such amendments or withholding within two (2) years of the delivery of the recorded work to the University unless otherwise mutually agreed by the member and the University. In the case of more than one member owning the copyright in a recorded work in which the University has subsisting rights under clauses [35:03](#), [35:04](#) and [35:07](#), all owners of copyright in the recorded work must agree to require amendment or withholding under this clause 35:12. However, if the part of the recorded work in which a member owns copyright is severable as set out in clauses [35:13](#) to [35:15](#) inclusive, the member may require the amendment or withholding pursuant to this clause 35:12 of that part of the recorded work in which she/he alone owns the copyright. The member or the University may submit any dispute arising under this clause 35:12 to adjudication by an individual experienced in such matters mutually agreed upon by the University and the Faculty Association.
- Severability of Recorded Work**
- 35:13 Where more than one member owns a copyright in a recorded work in which the University has subsisting rights under clauses [35:03](#), [35:04](#) and [35:07](#), each copyright owner may exercise her/his rights with respect to the part of the recorded work in which the member owns the copyright if her/his part is severable from the rest of the recorded work.
- 35:14 A part is severable for the purposes of clause [35:13](#) if it could be erased without substantially diminishing the value of the remaining part or parts of the recorded work, or if it would be reasonably practicable to replace the part in the recorded work.
- 35:15 Where a recorded work includes non-severable parts in which copyright is owned by different persons and in which the University has subsisting rights under clauses [35:03](#), [35:04](#) and [35:07](#), any reference in this Article to rights of the owner of the copyright or to permission of the owner of the copyright shall be deemed to mean the unanimous permission of all such persons.

Use of University Production Facilities

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

**ARTICLE 36 PATENTS AND COPYRIGHT**

- 36:01 The provisions contained in this Article 36 shall be applicable to both Article 34 and Article 35.
- 36:02 The University shall not enter into any agreement to subcontract the services of any member of the bargaining unit to any third party whatsoever for the purposes of the writing, editing, or production of recorded works or any consultation pertaining thereto without securing to the members of the bargaining unit all the rights, privileges and benefits accorded to them in Articles 34 and 35. If the University violates this clause 36:02, this Agreement to subcontract shall not apply to members of the bargaining unit unless there is an agreement in writing between the University and the Association to waive this clause 36:02.
- 36:03 A member may waive any fee or royalty to which she/he may be entitled under Articles 34 and 35. Any such waiver shall be in writing and shall be limited to the occasion and the user specified in the said writing. A copy of the waiver shall be provided to the Association.
- 36:04 Any time prescribed by Article 34 or 35 may be enlarged or abridged by written consent of the member concerned and the written consent of the University.
- 36:05 When any document or other material is required by Article 34 or 35 to be delivered it shall be deemed to be delivered as required when sent by registered mail addressed to the appropriate recipient or when delivered to the appropriate recipient personally. Where sent by registered mail, the date of delivery shall be the date of registration.
- 36:06 Unless otherwise mutually agreed to by the member and the University, when a member or former member dies, her/his estate, heirs and beneficiaries shall retain all her/his rights and responsibilities under Articles 35 and 36.

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

- 37:01 Except where otherwise expressly provided, notices required to be given under the provisions of this Agreement shall be in writing.
- 37:02 Notices to and official correspondence with the University shall be addressed to the attention of the Provost. Notices to and official correspondence with the Association shall be addressed to the attention of the President of the Association or her/his delegate.

**ARTICLE 38 INFORMATION**

- 38:01 For the purposes of this Article 38, the University shall provide the following information for each member in an electronic format to the Association as recorded by the University:
  - (a) surname, second initial, first name, sex, birth date, immigration status, University start date, appointment type, primary AAU, secondary AAU, rank, leave of absence, Normal Salary, overload amount, administrative stipend amount, administrative title, annual dues, home address, year of first degree, year of highest degree, highest degree, pension plan start date, normal retirement date, actual retirement date and resignation date. Said information shall be provided on or about July 15, November 1, and January 30, in two (2) compilations as follows:
    - (i) all listed data with the exception of salary data will be supplied to the Faculty Association; and
    - (ii) all of the listed data which will be supplied to the individual designated by the Faculty Association to receive and hold in confidence confidential salary information concerning members;
  - (b) a list of names of members leaving and re-entering the bargaining unit within thirty (30) days of their leaving or re-entry;
  - (c) a current copy of the University Retirement Plan, Actuarial Report on the University Retirement Plan, Long Term Disability Insurance Plan and any other fringe benefit Plans;



- (d) a copy of the annual audited financial statements of the University as approved by the Board of Governors;
- (e) a list of names of all sessional member appointments, a list of names of non-member sessionals shown by Department or equivalent identifier, a list of courses to be taught by each such appointment. These lists shall be provided to the Faculty Association June 1, August 1, October 1 and February 1;
- (f) if not provided in the annual audited financial statement of the University, a summary of the total salary expenditures incurred by the University for all members of the Faculty Association bargaining unit;
- (g) for the purposes of this Article 38, the President of the Faculty Association shall designate in writing to the Provost a person who is authorized to receive salary information of the membership, subject to clause [27:06](#).

- 38:02 The Association shall provide to the University a current copy of the Constitution of the Association and a current list of the executive officers of the Association.
- 38:03 The University shall provide the Faculty Association with a list of successful applicants for sabbatical and with the number of sabbatical denials by December 15 of the academic year preceding the year for which the leave has been requested.
- 38:04 The University shall provide the Faculty Association with a list of the names of all Heads and Program Chairs in the Faculties, setting out all course load reductions provided to Heads and Program Chairs. Said lists shall be provided on an annual basis, on or about September 1.
- 38:05 The University undertakes to provide to each new member, as soon as practicable after the inception of her/his employment with the University, a comprehensive pamphlet or pamphlets setting out in detail the particulars of all of the University's fringe benefit Plans.
- 38:06 The University undertakes to cooperate with University and governmental bodies by providing, within a reasonable time, information as may be appropriately required from time to time.
- 38:07 The Board of Governors recognizes the right of the Faculty Association to tax its members for dues in accordance with their Constitution and Bylaws and agrees to provide to the Association the information necessary for the purpose of such assessment on the basis of a mill rate.
- The Faculty Association agrees to provide to the Board of Governors the official minutes of the meeting of the Association at which its members approved of the mill rate principle for the assessment and collection of membership dues. The Faculty Association shall provide to the Board of Governors as well a copy of its amended Constitution.
- 38:08 The University will, in a timely manner, inform the Faculty Association of on the job injuries incurred by faculty members and librarians.

## **ARTICLE 39 GRIEVANCE AND ARBITRATION PROCEDURE**

- 39:01 The parties agree that they will use their best efforts to encourage informal, amicable and prompt settlement of complaints and grievances arising from the interpretation, application, administration or alleged violation(s) of this Agreement. However, the parties recognize that one of the cornerstones of collective bargaining is a viable grievance procedure allowing for a prompt and fair hearing of matters arising from the interpretation, application, administration or alleged violation(s) of this Agreement. Except as otherwise provided in this Agreement, the procedures outlined below shall be the sole method for the resolution of complaints or grievances arising from the interpretation, application, administration or alleged violation(s) of this Agreement.
- 39:02 A representative of the Faculty Association shall have the right to be present at all steps of the grievance procedure and to represent the grievor at all steps. Notwithstanding the preceding, however, only the Association and the University shall have the right to proceed with grievances beyond step 1.
- 39:03 The parties shall be bound by and shall promptly implement all decisions arrived at under the procedures described in this Article 39.
- 39:04 All communications required by this Article 39 to be in writing shall be delivered personally or by registered mail.
- 39:05 Types of Grievances :
- (a) Individual Grievance - a grievance by a member, who is solely affected, that the terms and conditions of this Agreement have been violated, misapplied or misinterpreted. The grievance may be initiated by the member or by the Association.

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

39:06 The grievance procedure shall be as follows:

STEP 1

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

STEP 2

The Dean, (University or Law Librarian, as applicable) shall meet with the grievor and her/his Association representative no later than ten (10) working days after receipt of the written grievance. Every reasonable attempt shall be made to resolve the grievance. In the event a settlement is reached at the meeting, it shall be immediately put to writing and signed by the Dean (or University or Law Librarian, as applicable) and the Faculty Association. In the event a settlement is not reached, the Dean shall, within five (5) working days of the meeting, indicate the status of the grievance in a memo to the Association's Vice-President, Grievance. The Faculty Association may forward a copy of the grievance to the Provost within fifteen (15) working days of the said meeting.

STEP 3

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

- 39:07 The identity of the member(s) who file individual and group grievances shall be kept confidential by the Provost, Dean(s), Heads, the Faculty Association and by those to whom it is necessary to communicate this information for the purposes of resolving said grievances.
- 39:08 Any recommendation for the resolution of a grievance by a Head or other member of the bargaining unit shall have no force and effect unless and until ratified in writing by the Dean(s), the University Librarian or the Law Librarian as the case may be.
- 39:09 The University undertakes to supply to the President of the Association a current list of delegates authorized to act for the Dean(s), the University Librarian, the Law Librarian or the Provost.
- 39:10 Should the grievance against the University involve a decision at Step 2, such grievance shall be commenced at Step 3; should the grievance against the University involve a decision at Step 1, such grievance shall be commenced at Step 2; grievance(s) contemplated by clauses [13:07](#) and [13:21](#) of this Agreement shall proceed directly to arbitration.
- 39:11 Should a grievance arise directly between the University and the Association, such grievance shall be commenced at Step 3.
- 39:12 The Association shall have the right to bring grievance(s) on behalf of groups of members commencing at Step 3; the University shall have the right to bring grievance(s) against groups of members commencing at Step 3 and against an individual member commencing at Step 1; nothing in this clause 39:12 shall preclude informal discussion prior to the lodging of the written grievance at Step 3.

Exclusions from the Grievance Procedure

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

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

Arbitration

- 39:14
- (a) Except for the grievance(s) referred to specifically in clause [39:13](#), where a grievance is not resolved to the satisfaction of both parties at Step 3, the Association or the University may, within fourteen (14) working days of receipt of the report of the Provost, serve notice that it intends to proceed to arbitration by a single arbitrator as hereinafter provided for in this clause 39:14.
  - (b) The parties hereby authorize and appoint the following persons to serve as a panel of five (5) arbitrators on a rotating basis for the duration of this Agreement:
    - 1. Bill Kaplan
    - 2. Gail Brent
    - 3. Richard MacDowell
    - 4. Louisa Davie
    - 5. Brian Langille

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

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

Arbitration Board

- 39:15
- (a) In the event that a complaint arising from denial of tenure on the grounds set out in clause [13:07](#) is not resolved, the Association may within fourteen (14) days of notice of the recommendation of the President to the complainant or within fourteen (14) days of the date the complainant becomes aware of the failure of the President to make a recommendation serve written notice to the University that it intends to proceed to arbitration and such notice shall contain the name of its appointee to the arbitration board. The respective appointees shall, within a further fourteen (14) days, select a third appointee to the arbitration board who shall act as Chairperson and who shall be chosen from among the following:
    - 1. Bill Kaplan
    - 2. Gail Brent
    - 3. Richard MacDowell
    - 4. Louisa Davie
    - 5. Brian Langille

Each of the foregoing persons shall serve as Chairperson of the arbitration board in the order listed. If she/he is not available within a reasonable period of time, but in any event not to exceed one (1) month, the next person in order shall be selected and so on until one (1) of the persons is available. For the next arbitration thereafter the person who is listed after the Chairperson last selected shall be next in

line. By mutual consent, however, any one may be selected out of turn. If in any case none of the persons is available within a reasonable time, but in any event not to exceed one (1) month, another person may be selected to serve as Chairperson by mutual consent. If such selection has not been made within fourteen (14) days, either party may request the Minister of Labour for Ontario to make the appointment.

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

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

#### **ARTICLE 40 APPOINTMENT OF HEADS**

40:01 In accordance with Section 21(1) (c) of the University of Windsor Act, the Board of Governors shall continue to have the power to appoint and remove, on the recommendation of the President, Heads. All such appointments made by the Board of Governors shall be made in accordance with the rules and regulations, with respect to qualifications for appointment, as may from time to time be adopted by the Senate, and the President shall, before making such recommendations for appointment, consult with the appropriate committee of the Senate regarding such appointments. Each Head shall be provided with a letter confirming the effective date of her/his appointment, her/his projected annual stipend and the date the appointment is to be terminated. Each Head shall indicate her/his acceptance of the terms of the appointment to the President.

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

41:01 (a) The appointment of the University Librarian shall be made by the Board of Governors on the recommendation of the President who shall first consult a Librarian Appointment Committee composed of three (3) representatives appointed by the President to include the Provost who shall be Chairperson, three (3) librarian members elected by the University Library Administrative Committee, and two (2) students nominated by the presidents of UWSA, OPUS, and SGS. In addition, the Committee shall include a non-voting employment equity/procedures assessor. The procedure for the appointment of Deans shall apply *mutatis mutandis*.

Both genders shall be included in a search committee. Where necessary, a librarian member from the non-represented gender shall be elected by the University Library Administrative Committee to the search committee from a list of eligible librarian members provided by the University.

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

Both genders shall be included in a search committee. Where necessary, a librarian member from the non-represented gender shall be elected by the University Library Administrative Committee to the search committee from a list of eligible librarian members provided by the University.

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

Both genders shall be included in a search committee. Where necessary, a librarian member from the non-represented gender shall be elected by the University Library Administrative Committee to the search committee from a list of eligible librarian members provided by the University.

- 41:02 The term of appointment of the University Librarian, the Law Librarian and Associate University Librarian shall be as determined by the Board of Governors on the recommendation of the President.
- 41:03 An Acting University Librarian, Acting Law Librarian or Acting Associate Librarian may be appointed by the Board of Governors on the recommendation of the President in the absence of or pending the appointment of a University Librarian, Law Librarian or Associate Librarian, but such appointment shall not exceed a maximum of one (1) year.
- 41:04 The Librarian Appointment Committees shall consider applications and/or nominations by librarian members as well as applications and/or nominations received from other sources.
- 41:05 The provisions of Article 30 shall apply to an appointment under this Article 41.

#### **ARTICLE 42 APPOINTMENT OF PROVOST AND DEANS**

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

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

- 43:01 The Association recognizes that those positions identified in Article [3:03](#) of this Agreement, or other person who is excluded from the bargaining unit by law, or by agreement between the parties by virtue of holding such an appointment and who would otherwise fall within the scope of the bargaining unit shall, at the termination of such appointment, or on the last day of an administrative leave, if any, automatically become a member of the bargaining unit with all of the rights and responsibilities attendant thereto as if she/he had been a member continuously throughout the duration of such appointment.
- 43:02 An excluded person shall continue in the AAU or Library in which she/he holds an academic appointment without displacing a full-time member.
- 43:03 For purposes of determining the salary scale and progress-through-the-rank increments of those positions identified in Article [43:01](#) of this Agreement, on her/his re-entry into the bargaining unit as a faculty member or librarian member, the Normal Salary shall be her/his salary as at the last day of her/his term, or on the last day of an administrative leave, if any, minus the administrative stipend specified in the annual letter of reappointment and paid as a responsibility allowance which ceases to be paid on the termination of the administrative responsibilities or administrative leave as the case may be.

#### **ARTICLE 44 UNIVERSITY ATHLETIC FACILITIES**

- 44:01 The University shall continue to permit members, their spouses, dependents, and occasional guests to utilize University Athletic Facilities, excluding the student sponsored fitness facility, free of charge for non-instructional recreational purposes in accordance with the rules and regulations established and posted by the University from time to time.

#### **ARTICLE 45 PUBLIC LIABILITY INSURANCE**

- 45:01 Subject to the express provisions of the current policy(ies) of insurance providing such coverage, the University shall continue to maintain Public Liability Insurance insuring, among others, members who are acting within the scope of their employment, against liability claims, (including property damage, personal injury) up to a limit of ten million dollars (\$10,000,000).

## ARTICLE 46 VACATIONS AND HOLIDAYS FOR MEMBERS

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

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

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

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

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

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

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

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

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

## ARTICLE 47 RESIGNATIONS /RETIREMENT

47:01 A member may terminate her/his employment by resignation or retirement normally, with six (6) months written notice to the Provost, only on December 31 or June 30 of the academic year.

47:02 (a) A member currently employed by the University or on leave whose original date of employment with the University was on or before September 1, 1970 shall be entitled to resign, retire or otherwise separate from the University on August 31 in the year of such resignation, retirement or separation provided that in the event of a resignation or other separation a written notice of intent is given on or before the preceding December 31.

(b) A member currently employed by the University, or on leave, who was hired on a September 1 basis between the years 1970-1975 shall be entitled to resign or retire on August 31 in the year in which the member attains age 65, provided that the member gives six (6) months written notice. The parties agree that no hiring on a September 1 basis was made after 1975.

(c) By mutual consent of the member and the University, a member may retire at any time during an academic year following her/his fifty-fifth (55<sup>th</sup>) birthday.

47:03 A faculty member who has been assigned a teaching load in a summer semester may terminate her/his employment by resignation or retirement on the following dates only: December 31, April 30 or August 31 with six (6) months written notice.

**ARTICLE 48            RETIRED FACULTY MEMBERS/PROFESSIONAL LIBRARIANS**

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

**ARTICLE 49            JOINT CONSULTATIVE COMMITTEE**

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

**ARTICLE 50            ROLE OF THE SENATE**

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

**ARTICLE 51            NO STRIKES OR LOCK-OUTS**

- 51:01     The Association shall not call, cause or authorize, nor will any member take part in any strike so long as this Agreement continues to operate. In the event of an actual or impending breach of this Article 51 by a member or members, the Association shall forthwith advise its members of their obligation under this Article. The University shall not call, cause, authorize or sanction a lock-out so long as this Agreement continues to operate.

- 51:02 No member is under an obligation to carry out the duties of any University employee engaged in a strike, nor shall she/he be subject to disciplinary action for failing to do so.
- 51:03 (a) In the event that a member exercises her/his right to recognize a strike of another University bargaining unit, it will be the responsibility of the member to inform her/his Head (where available) and the Dean, or the Associate Librarian, as appropriate, of the workload assignments that will not be performed and the amount of time that will be lost by the member during the strike.
- (b) The time lost during the strike shall be without pay based on a pro-ration of the member's Normal Salary.
- (c) Should the member desire to make up such lost time, a plan which outlines how the work is to be made up may be submitted to her/his Head, or Associate Librarian, as appropriate, with a copy to the Dean or University Librarian, as appropriate.
- (d) In the case of librarian members such a plan may be recommended by the Associate Librarian to the University Librarian for approval or, in the case of all other members, may be recommended by her/his Head to the Dean for approval.
- (e) Once a plan, approved by the Dean or University Librarian, as appropriate, has been implemented the member's lost pay shall be restored and paid.
- (f) The member shall have the option to return to work at any time during the strike. It will be the responsibility of the member to notify the Head (where available) and the Dean, or Associate Librarian, as appropriate, if and when she/he returns to work and at this time, normal pay shall resume.

## **ARTICLE 52 SALARIES AND OTHER BENEFITS**

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

## **ARTICLE 53 VALIDITY**

53:01 The parties agree to meet to re-negotiate any Article or part thereof invalidated by judicial or legislative act.

53:02 If any Article or part thereof be declared invalid, the remainder of this Agreement shall remain in full force and effect for the term of this Agreement.

## **ARTICLE 54 SESSIONAL INSTRUCTORS/POSTED COURSES**

- 54:01 Definition, Duties, Privileges and Responsibilities of Sessional Instructor Members  
The University recognizes that while the appointment of persons to sessional positions is not in general a satisfactory substitute for full-time academic appointments, save and except for the category of sessional lecturer as defined in this Agreement, it may be necessary to appoint sessional instructors due to specific circumstances in which financial restraints make full-time academic appointments difficult. The University will make all reasonable efforts not to rely on such appointments.
- 54:02 sessional instructor - means a member of the Bargaining Unit who is a clinical instructor in Nursing, or who is a special instructor in Music, or who is scheduled to teach one (1) or more credit courses during the academic year provided that she/he teaches no more than six (6) courses per academic year with no more than three (3) courses during the period of any semester. The parties agree that the persons included within the definition of Sessional Instructor are not faculty, professional librarians, or ancillary academic staff as defined in Article 12.
- 54:03 Teaching duties comprise the only function for sessional instructors.
- 54:04 Appointment of Sessional Instructor Members  
(a) Appointments of sessional instructors are made by the Board of Governors on the recommendation of the President in accordance with clauses [12:01](#) and [54:05](#) of this Agreement. Normally a Letter of Appointment signed by the President shall be sent by mail at least eight (8) weeks before the commencement of classes to each appointee, which letter shall specify the course number(s), length, terms and conditions of appointment, including number of instructional hours, scheduled lab hours per course, the stipend per assigned scheduled hour for teaching labs and salary (including Employment Standards Act vacation entitlement) and sessional seniority as defined in Article 1. A copy of the current Agreement shall be sent with the letter of initial appointment.



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

Fall/Winter Semester

Number of hours taught per week	course equivalent
20-24	5 courses
13-19	4 courses
8-12	3 courses
5-7	2 courses
1-4	1 course

Intersession/Summer Session

2 weeks	1 course
4 weeks	2 courses

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

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

54:05 With the exception of appointments made under clause [54:04\(b\)](#) all sessional instructor appointments shall be made on the recommendation of the AAU Council in accordance with Senate Bylaws and clauses [54:07](#) and [54:08](#) and the applicable Employment Equity legislation.

Qualification and Appointments Criteria :

- 54:06 (a) Qualifications shall consist of teaching competence and academic credentials. The following factors shall be used to measure teaching competence:
- (i) teaching experience in the same (or similar) courses;
  - (ii) teaching experience generally;
  - (iii) teaching evaluations from the University of Windsor or elsewhere, when available;
  - (iv) references from other teachers and colleagues.
- The following factors shall be used in determining academic credentials:
- (i) graduate degree(s) relevant to the subject matter of the course; normally a Master's Degree and/or professional degree in an appropriate area and/or professional registration or certification appropriate to her/his field of study shall be sufficient for the appointment of a sessional instructor;
  - (ii) graduate work in the area of the subject matter of the course;
  - (iii) related professional experience or applied research where applicable;
  - (iv) research, publications, creative works, etc., relevant to the subject matter of the course.
- (b) (i) The University acknowledges that the criteria used in selecting among applicants to fill posted course offerings will be qualifications, subject to the following six course rule. When a course is posted, applicants who have taught the same or similar courses six (6) or more times as a sessional instructor at the University who are not employed in a full-time capacity outside the bargaining unit, and who have a demonstrated record of successful teaching as measured by the criteria in clause 54:06 (a), shall be considered preferred applicants for that course. If more than one preferred applicant has applied for a course, the course shall be assigned to the preferred applicant who has taught the course the greatest number of times as a sessional instructor at the University.

- (ii) The demonstrated record of successful teaching required in 54:06 (b) shall be determined as follows. After a sessional instructor has taught the same or similar course for the sixth time or more, following application by the sessional instructor to the Head of the relevant AAU, the AAU Renewal Promotion and Tenure Committee shall review the sessional instructor's performance in that course with reference to the criteria in clause 54:06 (a) and any statement from the AAU Head concerning documented and investigated student complaints, unusual patterns of withdrawal from the instructor's classes, and other points which the AAU Head deems relevant.
  - (iii) A sessional instructor who has attained preferred status for a course retains such status for that course or a similar course so long as she or he is not employed in a full-time capacity outside the bargaining unit.
- (c) When the qualifications as defined in this Article are judged to be relatively equal, the appointment shall be made as follows:
- (i) except where the six course rule applies, the posted course(s) shall be distributed on an equitable rotation from semester to semester from among the faculty, librarians, ancillary academic staff or sessional lecturer applicants, all of whom take preference over sessional instructor applicants.
  - (ii) except where the six course rule applies, when only sessional instructors apply for posted course(s) and qualifications are judged to be relatively equal, sessional seniority as defined in Article 1 will be the determinative factor provided that the seniority is equal to or greater than five (5). Except for non-Canadian applicants who have taught during the previous Collective Agreement, the University shall give preference to Canadian citizens and/or landed immigrants subject to prevailing laws.

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

#### Posting Procedures

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

#### Applications

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

- Arbitration  
54:09 Where a sessional instructor is an unsuccessful candidate for a course offering(s), she/he shall have access to the arbitration procedures set forth in Article 39 of this Agreement.
- Recourse to arbitration shall normally be related to the following, but not limited to them in cases where the Faculty Association can demonstrate a justifiable reason for requesting Arbitration on some other ground:
- (a) involves discrimination within the meaning of Article 11 of this Agreement;
  - (b) involves violation of academic freedom within the meaning of Article 10 of this Agreement;
  - (c) involves procedural irregularity or defect in the application of, or failure to apply, the appropriate procedures sufficient to justify quashing the decision; or
  - (d) is contrary to the AAU Council recommendation on the merits of the case.
- The decision of the Arbitration Board shall be final and binding upon the sessional member and the parties.
- Record of Seniority  
54:10 Upon request, a sessional instructor shall be given the AAU's record of her/his updated qualifications and seniority.
- If a member who is an unsuccessful candidate for a posted course offered under this Article grieves a decision not to appoint or to recommend her/him for that course, the AAU shall provide the Association with the qualifications and seniority (if applicable) of the successful candidate that formed the basis for the recommended appointment, or the appointment, within seven (7) working days of the Association's request for the documentation.
- Improper Appointments  
54:11 In the event that it has been found that an improper appointment has been made by the University, the member who should have been appointed to the course by virtue of the clauses in this Article shall receive full salary and seniority (if applicable) for the course to which she/he should have been appointed.
- Cancellation of Courses  
54:12 The following rules apply to sessional course cancellations:
- (a) The University shall not cancel an appointment made to a sessional instructor in order to have the duties performed by a faculty member with a full-time appointment.
  - (b) If a member accepts an appointment and that course is subsequently cancelled and no equivalent position is found for her/him, she/he shall be compensated according to the following table:
- | Time of cancellation before first scheduled class | Percentage of stipend as outlined in the Letter of Appointment |
|---|--|
| Greater than 3 months                             | 0%   |
| 1 month to 3 months                               | 15%  |
| Less than 1 month                                 | 20%  |
| After start of course                             | 25%  |
- Limited Term Appointment  
54:13 A sessional instructor who has received a limited term appointment shall, without losing other rights through that appointment, not lose her/his sessional seniority.
- Voting Privileges  
54:14 For purposes of ratification of this Agreement, sessional instructors shall retain voting privileges in accordance with the Constitution of the Faculty Association of the University of Windsor from September 1 to August 31 of the year in which they are employed.
- Copies of this Agreement/Lists of Members  
54:15
- (a) The University shall provide a copy of this Agreement to each sessional instructor who has not already received a current copy by virtue of a previously held appointment at this University. The cost of providing an Agreement shall be borne by the University.
  - (b) A list of names and addresses of record of sessional instructors appointed during the current academic year shall be forwarded to the Faculty Association on March 1 of each year.

#### Articles and General Provisions Applicable to Sessional Instructors

- 54:16 (a) The following Articles and Clauses of this Agreement shall apply to sessional instructors: 1 (Definitions), 2 (Declaration of Principles), 3 (Recognition), 4 (Dues Check-Off), [5:01-5:37](#) (Rights, Duties & Responsibilities), 6 (Management Rights), 7 (Existing Practices), 8 (Facilities and Support Services), [9:02](#) (Employment of Non-Members of the Bargaining Unit), 10 (Academic Freedom), 11 (No Discrimination), [12:01](#) (Appointment of Members), 15 (Financial Exigency), 16 (Lay Off, Notice, and Recall Rights and Compensation and Benefits), 19 (Court Leave), 24 (Compassionate Leave and Family Medical Leave), 27 (Confidentiality and Access to Personnel Files), 28 (Rights and Privileges of the Faculty Association and Members), 29 (Dismissal for Just Cause), 30 (Employment Equity), 32 (Amalgamation, Consolidation, Merger or Expansion of the University), 33 (Copies of this Agreement), 34 (Patents), 35 (Copyright), 36 (Patents and Copyright), 37 (Notices and Official Correspondence Pursuant to Agreement), [38:01 \(e\)](#) (Information), 39 (Grievance and Arbitration Procedures), 44 (University Athletic Facilities), 45 (Public Liability Insurance), 50 (Role of the Senate), 51 (No Strikes or Lock-Outs), 52 (Salaries and Other Benefits), 53 (Validity), 54 (Sessional Instructors/Posted Courses), 56 (Vacations, Holidays, and Leave for Sessional Members), 57 (Pregnancy, Parental and Adoption Leave for Sessional Members), 58 (Discipline), 59 (Investigation of Allegations and Complaints), 61 (Duration of Agreement), D.4 (Pension Plan for Sessional Members), G.2 (Tuition), K. (Car Allowance), and R. (Salary for Sessional Instructors).
- (b) Sessional instructors may join the Pension Plan, being the University of Windsor Retirement Plan for Faculty and Certain Employees, pursuant to eligibility requirements of the Pension Benefits Act of Ontario and will be notified in writing of this right by the University.
- (c) Sessional instructors are eligible to attend University professional development programs during the semester(s) in which they are employed at the University.
- (d) Sessional instructors have the right to apply for Teaching/Graduate Assistants.

#### Courses Spanning Intersession and Summer School

- 54:17 (a) In the event credit courses are offered during the summer semester in a time frame which spans both intersession and summer school, but are otherwise similar in format and contact hours to the same credit courses offered in a fall or winter semester, such courses shall be deemed to be one semester courses.
- (b) When such course(s) are taught by a sessional instructor who has not reached the maximum allowable number of courses for the academic year, the course and seniority credit shall be counted in the academic year during which the course begins. Otherwise, the course and seniority credit shall be counted in the subsequent year.

#### Delivery of Credit Courses Taught Through Distance Education

- 54:18 A Sessional member who has written or made a major revision of a distance education course at the request of the University shall have the right to teach that course the first two (2) times it is offered. Such member will make best efforts to be available to teach the course the first two (2) times it is offered. After the member has taught the course two (2) times an appointment may be made in accordance with the criteria and procedure outlined in this Article 54 of this Agreement.

### ARTICLE 55 SESSIONAL LECTURERS

#### Definition, Duties, Privileges and Responsibilities of Sessional Lecturers

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

- Letter of Appointment
- 55:02 Within twenty-one (21) working days from July 1, each sessional lecturer, sessional lecturer in Nursing and sessional lecturer in Visual Arts will be sent a Letter of Appointment which shall be signed by the President and shall specify the terms and conditions of the appointment and the salary.
- Assignment of Duties :
- 55:03 (a) The appropriate Dean, on the recommendation of the Head, after the Head's consultation with sessional lecturer member(s), shall assign and schedule her/his duties and shall advise each sessional lecturer member of her/his assignment on or before February 15.
- (b) Sessional lecturers shall be scheduled to teach six (6) credit courses during the Fall and Winter Semesters. Except that where the sessional lecturer at the expiry of the previous Agreement had a teaching load of five (5) courses she/he shall maintain the right to elect to teach her/his five (5) course teaching load with the salary adjustment stipulated in Article S.
- (c) Sessional lecturers in Nursing shall be scheduled to teach from 416 to 624 hours during the Fall and Winter semesters. A sessional lecturer in Nursing who at the expiry of the previous Agreement had a teaching load of 300 hours or more and of between 416 and 624 hours of clinical instruction shall maintain the right to elect to continue such a teaching load with the salary adjustment stipulated in Article S.
- (d) Sessional lecturers in Visual Arts shall be scheduled to teach four (4) studio courses during the Fall and Winter Semesters.

- Articles and Clauses Applicable to Sessional Lecturers
- 55:04 The following Articles and clauses of this Agreement shall apply to sessional lecturers: 1 (Definitions), 2 (Declaration of Principles), 3 (Recognition), 4 (Dues Check-Off), [5:01-5:37](#) (Rights, Duties and Responsibilities), 6 (Management Rights), 7 (Existing Practices), 8 (Facilities and Support Services), [9:02](#) (Employment of Non-Members of the Bargaining Unit), 10 (Academic Freedom), 11 (No Discrimination), 15 (Financial Exigency), 16 (Lay Off, Notice, and Recall Rights and Compensation and Benefits), 19 (Court Leave), 20 (Leave of Absence Without Salary), 22 (Conference and Convention Leave), [23:10-18](#) (Study Leave), 24 (Compassionate Leave and Family Medical Leave), 27 (Confidentiality and Access to Personnel files), 28 (Rights and Privileges of the Faculty Association and Members), 29 (Dismissal for Just Cause), 30 (Employment Equity), 32 (Amalgamation, Consolidation, Merger or Expansion of the University), 33 (Copies of this Agreement), 34 (Patents), 35 (Copyright), 36 (Patents and Copyright), 37 (Notices and Official Correspondence Pursuant to Agreement), [38:01 \(e\)](#) (Information), 39 (Grievance and Arbitration Procedures), 44 (University Athletic Facilities), 45 (Public Liability Insurance), 47 (Resignations/Retirement), 50 (Role of the Senate), 51 (No Strikes or Lock-Outs), 52 (Salaries and Other Benefits), 53 (Validity), 54 (Sessional Instructors/Posted Courses), 55 (Sessional Lecturers), 56 (Vacations, Holidays and Leave for Sessional Members), 57 (Pregnancy, Parental and Adoption Leave for Sessional Members), 58 (Discipline), 59 (Investigation of Allegation and Complaints), 61 (Duration of Agreement), A.2 (d), D.4 (University Retirement Plan), E. (Absence Due to Illness, Injury or Disability), F. (Health Insurance Plans), G. (Tuition), H. (Group Life Insurance and Accidental Death and Dismemberment), I. (Professional Development and Membership Dues Reimbursement), K. (Car Allowance), M. (University Loans), and S (Salary for Sessional Lecturers).

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

#### Full-time and Limited Term Appointments

- 55:05 In the event that a tenure-track or limited term position becomes available in an AAU in which a Sessional Lecturer(s) is/are employed, the AAU Head shall inform her/him of the position.
- 55:06 A sessional lecturer who is appointed to a limited term position shall be entitled to revert to her/his sessional lecturer position at the expiry of the limited term appointment without a reduction in her/his level or losing any rights, privileges or benefits as a sessional lecturer as outlined in this Agreement.
- Advancement :
- 55:07 There will be three levels of sessional lecturers: Sessional Lecturer I, Sessional Lecturer II, Sessional Lecturer III. Advancement from Sessional Lecturer II shall be on the recommendation of the AAU on the basis of job derived criteria developed by the AAU with regard to the teaching duties of Sessional Lecturers and approved by the Provost. A copy of the said job derived criteria shall be sent to the Faculty Association immediately after their adoption by the appropriate AAU, by the AAU Head. Persons appointed as sessional lecturers shall not be appointed at a level lower than they had held as a salaried sessional instructor. The procedures used to evaluate teaching performance of sessional lecturers in any AAU shall be the same as for evaluating the teaching performance of faculty members in the same AAU.

General

- 55:08 For purposes of ratification of this Agreement, sessional lecturers shall retain voting privileges in accordance with the Constitution of the Faculty Association of the University of Windsor from September 1 to August 31 of the year in which they are employed.
- 55:09 Sessional lecturers shall have the right to apply for Teaching/Graduate Assistants.
- 55:10 No sessional lecturer shall be reappointed at a Level lower than the Level she/he held in the previous academic year.

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

- 56:01 The University will comply with the Employment Standards Act (E.S.A.) in regard to calculating into sessional rates, the vacation pay entitlement. For sessional lecturers, the vacation entitlement falls within the eight (8) month contract on working days not to conflict with teaching duties.
- 56:02 No sessional member shall be required to work, teach, or be on campus on any of the following holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, nor on any holiday declared by the University.  
A sessional member shall be entitled to observe holidays of her/his religion without loss of pay or penalty.
- 56:03 In the event of illness or other bona fide emergency not covered elsewhere in this Agreement, a sessional member shall be granted leave with full pay and benefits for a period of up to two (2) weeks. The member will provide the appropriate medical documentation if requested to do so.

**ARTICLE 57 PREGNANCY/PARENTAL AND ADOPTION LEAVE FOR SESSIONAL MEMBERS**

- 57:01 (a) A sessional lecturer shall be entitled to take one (1) unpaid semester as parental leave without loss of membership in the bargaining unit. The member shall be entitled at her/his sole expense to participate in any or all of the University's fringe benefit Plans (including the University Retirement Plan) for members from time to time in force if and so long as such plans permit.
- (b) In addition, if a sessional lecturer who is pregnant expects to deliver during the semester in which she is teaching, she shall be entitled to a paid pregnancy leave for seventeen (17) weeks with full salary and all other rights, privileges and benefits. The said entitlement shall only be applicable during the fall and winter terms in which the member is pregnant and any unused portion of the paid entitlement may not be carried over to the next academic year. The University agrees that it will not discriminate against any sessional lecturer who elects to exercise this option.
- 57:02 (a) Upon reasonable notice the University shall grant a leave of absence to a sessional lecturer of up to four (4) weeks with full salary and all other rights, privileges and benefits upon the adoption of a child. The said entitlement shall only be applicable during the terms in which the member is employed and any unused portion of the paid entitlement may not be carried over to the next academic year.
- (b) Upon reasonable notice a sessional lecturer/sessional lecturer in Visual Arts/sessional lecturer in Nursing shall be granted an additional fifteen (15) weeks leave without pay but with all other rights, privileges and benefits upon the adoption of a child.
- 57:03 The University shall grant a parental leave of up to seven (7) consecutive days. Such leave shall be granted upon the request of a member upon the birth of a child, with full salary and all other benefits and privileges.
- 57:04 The provisions of this Article shall not preclude the making of alternative arrangements acceptable to the member and the Dean, after consultation with the Head. The Dean shall give particulars of such arrangements to the Association.
- 57:05 A sessional instructor who is pregnant, and who has been employed as a sessional instructor for at least one (1) semester in the academic year prior to her expected day of delivery, shall be entitled to take one (1) unpaid semester off teaching as pregnancy leave without loss of membership in the bargaining unit. In addition, if such member expects to deliver during the semester in which she is teaching, she shall be entitled to a pregnancy leave of five (5) weeks with full salary and all other rights, privileges and benefits, such leave to be taken within the six (6) weeks prior to, or following her expected date of delivery. However, a sessional instructor who is employed in a full-time capacity outside the bargaining unit shall be entitled to paid pregnancy leave with full salary for a period of two (2) weeks. The University agrees that it will not discriminate against any sessional instructor who elects to exercise this option.

**ARTICLE 58            DISCIPLINE**

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

**ARTICLE 59            INVESTIGATION OF ALLEGATIONS AND COMPLAINTS**

59:01            Allegations of misconduct, financial mismanagement or administrative malfeasance on the part of a member from any source shall be transmitted in writing with supporting documentation to the Dean. The Dean shall consider the allegation(s) and if warranted shall forward copies of the allegation(s) and documentation to the member and to the President of the Faculty Association within thirty (30) days of receipt of the allegation(s). Within a further ninety (90) days, the Provost shall inform the member and the President of the Faculty Association in writing of the decision and any disciplinary measures recommended by the Provost in consultation with the Dean to the President. In instances in which the President decides that the allegation(s) is/are unfounded, or in which the President decides to take no action, all material relating to the allegation(s) shall be removed from the file of the member and destroyed within a further ten (10) working days. In instances, however, in which the President decides to take disciplinary action against the member, the member against whom the allegation(s) has/have been made shall have recourse to the Grievance and Arbitration procedures as set out in Article 39. The provisions of clause [27:04](#) shall apply to all documentation related to the above procedure. No unsubstantiated complaints or allegations shall be placed in a member's personnel file from any source.

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

- (a)            When a complaint is brought to the Human Rights Commissioner concerning a member of the bargaining unit and where the complainant decides to proceed with the informal resolution procedures under the Human Rights Policy of the University (the Policy) and the Human Rights Commissioner decides the complaint is not frivolous or vexatious, the Human Rights Commissioner shall inform the member of her/his rights under clause 59:02 (c) of this Agreement, as provided for in the Policy and, at the member's option, the Faculty Association will also be advised of the complaint.
  - (b)            The Human Rights Commissioner shall conduct the investigation according to the Policy.
  - (c)            The member shall have the right to consult with the Faculty Association. At the option of the member, the Faculty Association is entitled to represent the member at all stages of the investigation or conciliation and at every other proceeding whether formal or informal. The Association's representative shall have the same rights and role in the proceedings as the member.
  - (d)            A copy of the complaint and full documentation shall be delivered to the member within fourteen (14) working days of the complainant's election to proceed with informal resolution procedures. Where a member elects to be represented by the Faculty Association, a copy of the complaint and full documentation shall be simultaneously delivered to the representative of the Faculty Association.
  - (e)            Where the complaint proceeds to a Formal Hearing Panel under the Policy, the Chair, within fourteen (14) working days of the Panel decision, shall prepare and submit to the President, a written report which shall include the Panel's decision and the reasons for the decision together with any recommendation for penalty. Copies of the Panel's Report to the President shall be sent to the member, the complainant and the Human Rights Commissioner.
  - (f)            In instances in which the Panel has determined the complaint to be unfounded the matter shall be deemed concluded.
  - (g)            Other than when the matter has been resolved informally, but where the Formal Hearing Panel has recommended a penalty, the member shall be informed of the intended disposition of the matter including any discipline imposed upon the member by the President within twenty-one (21) working days of the President's receipt of the report from the Chair of the Hearing Panel.
  - (h)            Where disciplinary action is taken by the President, the member shall have recourse to the grievance and arbitration process under this Agreement in Article 39 commencing at Step 3.
  - (i)            All records pertaining to Panel procedures, decisions and recommendations shall be retained by the Office of the University Counsel.
- 59:03            (a)            When a member of the bargaining unit is requested to appear before the Senate Executive Sub-Committee on Procedures and Discrimination, the Human Rights Commissioner or any similar body exercising an investigative or quasi-judicial function, the member may elect to be represented by the

Faculty Association in any and all dealings with said committee or officer and shall be notified of such right, in writing, by the committee or officer.

- (b) Whenever the Senate Executive Sub-Committee on Procedures and Discrimination, the Human Rights Commissioner or any similar body exercising an investigative or quasi-judicial function undertakes an investigation into the conduct of a member or engages in conciliation to which the member is a party, within fourteen (14) working days of receipt of complaint, direction or information initiating the investigation or conciliation, the member shall be provided with a copy of the complaint, direction or information and informed of her/his right to consult with and be represented by the Faculty Association at all stages of the investigation or conciliation and every other proceeding whether formal or informal.

59:04 All conciliation proceedings involving members shall be held in strictest confidence by the Human Rights Commissioner and supervisory personnel working with the Commissioner. No material concerning any conciliation shall be included in a member's personnel file.

#### Investigation of Allegations and Complaints by the Senate Sub-Committee on Procedures and Discrimination

59:05 If the conduct of a member has been under investigation by the Senate Sub-Committee on Procedures and Discrimination, or any similar body exercising an investigative or quasi-judicial function, any report, findings or recommendations shall be made available in writing to the member within fourteen (14) working days of issuance. Discipline pursuant to such a report, finding or recommendation may be initiated only within twenty-one (21) working days of its issuance.

59:06 Discipline imposed by the President pursuant to a finding that a member has committed sexual harassment may be initiated only within twenty-one (21) working days of the decision of the Senate Sub-Committee on Procedures and Discrimination.

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

## **ARTICLE 60 ETHICAL CONDUCT OF RESEARCH**

### Introduction

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

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

In the investigation of complaints, conflicts of interest must be avoided where possible, and openly declared where they cannot be avoided. Persons involved in investigating complaints shall be unbiased and shall have appropriate scientific and administrative background for evaluating the complaint.

### Selection and Conduct of Research

60:02 (a) Research projects should be selected, funding should be accepted and research should be conducted with due consideration for University policies and guidelines on research ethics. Existing University regulations or guidelines include Research Policy and Procedures (1991), Policy Statement on Research Personnel (1991), policy and regulations governing ownership of intellectual property, Guidelines for Research Involving Human Subjects (2001) and the Tri-Council Policy Statement (1998) and procedures for research involving animals. All direct funding sources used in the conduct of research should be acknowledged in resulting publications in accordance with the granting body's policies.

- (b) The primary responsibility for the selection and conduct of research rests with the individuals performing the research. In addition, in the case of collaborative or team research, the research director or principal investigator has an accountability for the research of the group or team. In the case of research conducted by graduate student(s) for major papers or projects, theses or equivalent, or dissertations, the instructor, advisor, or research director of the student(s) shall provide and explain these policies to the student(s) and shall satisfy her/himself that the student(s) understand the requirements within the policies in relation to the research being carried out by the student(s). The instructor, advisor or research director shall take reasonable steps that she/he deems necessary to



ensure that research carried out by the student(s) does not violate the policies and, in particular, shall require the student(s) to give a signed undertaking that they have not violated the policies in any way.

60:03 Supervision of Research Personnel

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

60:04 Definition of Terms

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

Conflict of Interest

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

Contract research

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

Falsification of data

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

Fraud and/or misconduct in academic research

means:

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

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

**Intellectual property**

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

**Member**

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

**Misuse of research funds**

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

**Parties**

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

**Plagiarism**

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

**Publication**

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

**Research**

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

**Research personnel**

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

**Research unit**

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

**Data**

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

- (c) Members are only responsible for data that is in their possession and not if it belongs to libraries, archives, or other laboratories. Any non-trivial financial costs involved in the retention of such data when required by the University shall be borne by the University.
- (d) Potential conflict with the ethical requirement to maintain control over data in order to preserve anonymity and confidentiality of research participants shall be resolved by reference to the University Ethics Committee. Retention of and access to data shall be consistent with the University Guidelines on Research Involving Human Subjects.
- (e) Provision of material products - such as cell lines, bacterial clones, other specific organisms and substances, or software developed and prepared during research - to third parties for non-commercial research purposes within or outside the research unit should be made with the approval of the principal investigator.

#### Authorship

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

#### Investigation of Allegation(s) of Fraud and/or Misconduct in Academic Research

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

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

- 60:09 (a) All allegation(s) of fraud and/or misconduct in research shall be in writing, and shall be signed and directed to the Dean of the relevant Faculty with such evidence as is available at the time of the allegation. In the event the Dean is a named party in the allegation(s), the Dean's responsibilities in these matters shall fall to the Provost.
- (b) The Dean shall formally acknowledge, in writing, receipt of the allegation(s) and inform the individual(s) making the allegation(s) of the process outlined in this Article. The Dean shall also indicate to the individual(s) that unless she/he hears to the contrary, the written allegation(s) shall be forwarded to the member concerned within five (5) working days.
- (c) The member(s) named in the allegation(s) shall be informed of the allegation(s) by the Dean in writing, including a complete copy of the signed allegation(s), within five (5) working days of the written and signed allegation(s) by the Dean.
- (d) After a reasonable inquiry, the Dean shall determine whether the allegation(s) have sufficient substance to warrant investigation. Within five (5) working days after the notification required in (c) above, the Dean shall inform the following individuals in writing whether or not an investigation will take place: the President, the member(s) named in the allegation(s), and the President of the Faculty Association. In the event that the Dean decides that no investigation will take place, the allegation(s) shall be dismissed, no action taken, and all documentation pertaining to the allegation(s) shall be destroyed immediately.

- 60:10 (a) In the event an investigation is to occur the Dean of the relevant Faculty shall investigate the written allegation(s) promptly, fairly, judiciously, and in a confidential manner. The member(s) shall be notified in writing by the Dean that she/he has the right to be represented by the Association and that she/he should contact the Association before responding to the allegation(s). The member(s) against whom the allegation(s) have been made shall be given a full opportunity to respond verbally or in writing to the allegation(s). Complete copies of all new or additional information shall be delivered to the member(s) within two (2) working days of receipt by the Dean.
- (b) A representative of the Association shall be present at all meetings involving the member(s) named in the allegation(s) during the course of the formal investigation. Any statements made by the member(s) and/or her/his representative of the Association during these discussions or meetings shall be strictly without prejudice and the representative of the Faculty Association shall have the same rights and role in the proceedings as the member(s).

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 61 DURATION OF AGREEMENT

61:01 This Agreement shall be deemed to commence on July 1, 2008 and remain in effect until June 30, 2011.

**ARTICLE A SALARIES**

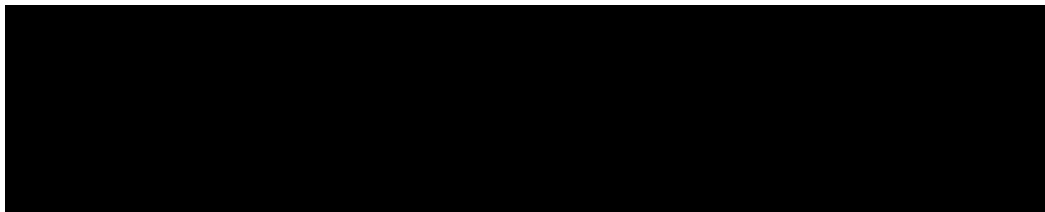
A.1 Salary minima in dollar amounts for faculty, professional librarian and ancillary academic staff member ranks shall be as in Table A.1. Salaries of faculty, professional librarian and ancillary academic staff members which are below the new minima will be adjusted to the new minima.

A.1 (a) The parties recognize the expectation that members appointed at the ranks of Lecturer, Assistant Professor, Associate Professor, Librarian I, Librarian II, Librarian III, AAS I, AAS II and AAS III shall use their appointment to commence and progress their professional career and that such ranks shall not be regarded as terminal ranks for members of the bargaining unit. The initial salary for members appointed at these ranks during the life of this Agreement shall be negotiated within the ranges specified in Table A.1.

If after five (5) years at the rank of Lecturer, Assistant Professor, Librarian I, Librarian II, AAS I, or AAS II such a member has not progressed to the next higher rank, said member cannot receive a salary that exceeds the upper limit for her/his rank or the amount received in the fifth year at the rank, whichever is greater. After the said five (5) years, in calculating Normal Salary of said member, all salary adjustments generated by other Articles of the Collective Agreement are subject to salary ranges. The parties agree that the provisions of this clause are not applicable to any faculty member or librarian member appointed prior to January 1, 1999.

If after ten (10) years at the rank of Associate Professor, Librarian III, or AAS III, such a member has not progressed to the next higher rank, said member cannot receive a salary that exceeds the upper limit for her/his rank or the amount received in the tenth year at the rank, whichever is greater. After the said ten (10) years, in calculating Normal Salary of said member, all salary adjustments generated by other Articles of the Collective Agreement are subject to salary ranges. The parties agree that the provisions of this clause are not applicable to any faculty member or librarian member appointed prior to January 1, 2002.

A faculty member, librarian, or AAS who receives two (2) consecutive unsatisfactory performance reviews under clause 5:32, which shall be applied to AAS members *mutatis mutandis*, shall not be eligible to receive the PTR increment in the year following the second consecutive unsatisfactory review.



A.2 (a) For the purpose of this Article the Normal Salary of each faculty, professional librarian, and ancillary academic staff member for the 2008/2009, 2009/2010 and 2010/2011 academic years shall be defined in accordance with Article 1 as the salary set forth in writing sent by the University to the said member confirming rank and salary for the 2008/2009, 2009/2010 and 2010/2011 academic years.

(b) For the purpose of this Article the Normal Salary for the 2008/2009, 2009/2010 and 2010/2011 academic years of each faculty and professional librarian member who was on sabbatical leave for the 2008/2009, 2009/2010 and 2010/2011 academic years shall be deemed to be her/his Nominal Salary (as defined in Article 1) for that year.

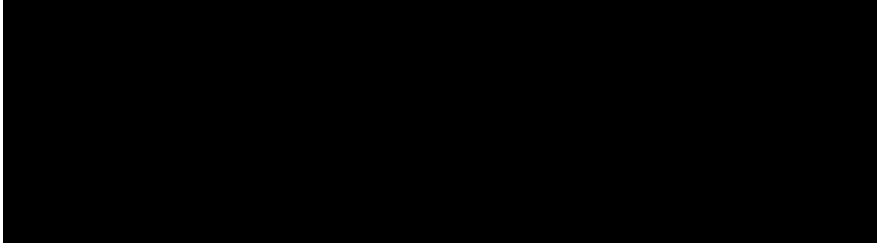
(c) The Normal Salary of each full-time faculty and professional librarian member shall be increased by the Windsor Salary Standard in accordance with Article P. The amount of the Windsor Salary Standard Adjustment in accordance with Article P shall be determined by the member's rank for the current academic year.

(d) The Normal Salary of each full-time faculty, professional librarian, ancillary academic staff member, and sessional lecturer shall be increased by the following percentage and dollar amounts negotiated for scale improvement and progress-through-the-ranks (PTR):



(e) If a member's Normal Salary for the year in question is less than the applicable salary minimum for her/his rank, it shall be increased to the said minimum before the application of clauses A.2 (c) and A.2 (d), whichever is applicable.

- (f) Upon promotion the member's normal salary shall be increased as stipulated in Table A.2 (f).



- A.3 The Nominal Salary for each faculty and professional librarian member on sabbatical leave shall be increased as provided in clauses A.2 (c) and A.2 (d), whichever is applicable.
- A.4 On July 1 of each academic year, following the implementation of any salary adjustments under Article C (Anomalies) or Article P (Windsor Salary Standard) or both the sequence for calculating Normal Salary increases, where such increases are applicable, shall be as follows:
- Increase to new rank minimum
  - Increase upon promotion
  - Scale
  - Progress-through-the-ranks

**ARTICLE B SALARY AND SABBATICAL ALLOWANCE**

- B.1 A letter signed by the Provost shall be sent by the University to each member stating her/his Normal Salary or Nominal Salary and itemizing each component as calculated under Article A within sixty (60) days from the signing of this Agreement, and by August 15 in any subsequent year.
- B.2 On or before forty-five (45) days prior to the commencement of sabbatical leave, a letter shall be sent by the Provost to each sabbaticant stating her/his Sabbatical Salary Allowance. If the member applies for and receives a research grant in lieu of salary the amount of the grant shall be indicated in writing to the member by the Provost.

**ARTICLE C THE UNIVERSITY ANOMALIES FUND**

- C.1 In order to alleviate anomalies of full-time faculty and librarian members in the University, the Board of Governors shall establish a University Anomalies Fund of one hundred thousand dollars (\$100,000).
- C.2 An Anomalies Committee to administer the anomalies funds shall be formed by November 1, 2010. The Committee shall include representation from both genders and shall consist of two (2) individuals appointed by the President, two (2) members appointed by the President of the Faculty Association, and a fifth (5th) individual mutually agreed upon by the Committee. The mutually agreed upon fifth (5th) person shall chair all meetings and shall vote only in the event of a tie.
- C.3 The Anomalies Committee shall develop procedures and criteria for granting anomaly allocations based on a report commissioned by the parties. The report commissioned by the parties, which shall be completed by October 31, 2010, shall take into account any salary adjustments made prior to the allocation of this Anomalies Fund and shall determine whether one or more of the following exist:
- a) gender based anomalies,
  - b) anomalies resulting from year of hire,
  - c) anomalies resulting from salary inversions,
  - d) anomalies within disciplines,
  - e) any other anomalies that may be identified.

Where it is determined that one or more anomalies exist, the Committee shall make allocations from the fund established in clause C.1.

- C.4 The Anomalies Committee, by June 30, 2011 shall administer the anomalies funds towards the alleviation of anomalies in salaries based on the results of the Committee's deliberations. Where granted, anomaly awards shall be folded into Normal Salary as of June 30, 2011. These awards are not retroactive.

- C.5 The Anomalies Committee shall evaluate the salary of every member and those who are deemed anomalous shall be automatically considered for an award.
- C.6 Within fourteen (14) days following the awarding of anomalies, the Provost shall inform the Faculty Association of the distribution of anomalies funds. This information shall include the number and size of anomalies units as distributed by rank to members within each AAU and Library.
- C.7 After the monies have been disbursed, the Anomalies Committee shall undertake a review of salaries to determine whether any anomalies remain.
- C.8 The Faculty Association shall be provided with a statement of the disbursements indicating the amounts granted and the names of recipients thereof.

**ARTICLE D THE UNIVERSITY RETIREMENT PLAN FOR FACULTY AND CERTAIN EMPLOYEES**

- D.1 The University of Windsor Retirement Plan for Faculty and Certain Employees as amended and restated to January 1, 2002, shall be continued by the University except as hereinafter provided.
- D.2 The Chairman of the Retirement Committee constituted in accordance with clause 15:02 of the said Plan shall call meetings of the Retirement Committee on at least a quarterly basis.
- D.3 Members of the Faculty Association who did not join the University of Windsor Retirement Plan for Faculty and Certain Employees during those years when they held Limited Term Appointments shall be given the option to buy back past service for all such years on the following basis:
  - (a) Members must contribute in full their contributions with fund rated interest;
  - (b) The University will contribute such amounts as are necessary to provide for the benefit;
  - (c) The amounts in parts (a) and (b) above are to be determined by the Plan's consulting Actuaries, Mercer Human Resource Consulting;
  - (d) It is recognized by the parties that the buyback of such past service is based on "Minimum Guarantee" and not "Money Purchase" by virtue of Federal Income Tax regulations;
  - (e) Those exercising this buy back option recognize that there may be certain Income Tax Restrictions pertaining to their contributions and that the University and the Faculty Association shall not be held responsible and shall be saved harmless from any negative impact upon the member of such regulations or restrictions as established by Canada Revenue Agency;
  - (f) The foregoing is applicable only to those individuals who meet the following criteria:
    - (i) those who held the status of Limited Term Appointment commencing on or after July 1, 1976 continuously through to June 30, 1989, or
    - (ii) those whose initial appointment on or after July 1, 1976 was that of Limited Term Appointment and who then were appointed to a tenure track position;
  - (g) The University shall investigate the feasibility of allowing members to pay monies over time; however, it is recognized that this may not be permissible under the rules and regulations set forth by either Canada Revenue Agency or the Pension Commission of Ontario;
  - (h) Hereafter, Limited Term Appointments shall be given the option to join the University of Windsor Retirement Plan for Faculty and Certain Employees. Pension Plan membership is not mandatory for Limited Term Appointments.
- D.4 Sessional members may join the Pension Plan, being the University of Windsor Retirement Plan for Faculty and Certain Employees, pursuant to eligibility requirements of the Pension Benefits Act of Ontario. Sessional members who are eligible and have not yet elected to join the Pension Plan shall be notified in writing of this right on every letter of appointment. The University will develop a process for notifying sessionals of their eligibility, in consultation with the Faculty Association that will be approved by December 31, 1994.
- D.5 An annual report shall be submitted by the said Retirement Committee to the Association and the University, and the University shall provide on its website a quarterly investment report on the University of Windsor Pension Plan for Faculty and Certain Employees.
- D.6 The parties agree that for those recommendations, if any, brought forth by the said Retirement Committee in the course of the performance of its duties as provided in the said Plan, that are mutually agreeable to the said parties, every reasonable effort shall be made to implement them as soon as possible.

- D.7 The University undertakes to establish a Retired Members Pension Committee to examine the adequacy of the retirement plan benefits provided by the University to former faculty members and librarians who have retired under the University of Windsor Retirement Plan for Faculty and Certain Employees, and to recommend changes to the Pension Plan to ensure compliance with legislation regarding the abolition of mandatory retirement. The Retired Members Pension Committee shall be constituted so as to have four (4) members from the University and four (4) members from the Faculty Association. The Vice-President, Internal of the Faculty Association shall convene the first meeting of the Committee at which the Committee shall elect a Chair. The Committee shall submit a report, including recommendations, within two (2) years after the signing of this Agreement to the Association and the University.
- D.8 All reasonable efforts shall be made by the University to negotiate Reciprocal Transfer agreements to achieve pension portability with other universities. The University undertakes to study the question of the portability of pension plans among the Universities in Ontario.
- D.9 The booklet entitled "A Brief Summary of the University of Windsor Retirement Plan for Faculty and Certain Employees", and its accompanying brochure, which summarizes the said University Retirement Plan, including the revisions provided for in this Article shall be updated by the University and, after approval of same by the Retirement Committee, shall be made available by the University at its expense to all persons covered by the said Plan.
- D.10 Five (5) copies of the official text of the said Plan shall be placed on reserve in the University Library, five (5) copies shall be forwarded to the Association Office, and the University shall post a copy on its website. The said copies shall be kept up-to-date by the University which shall forward all revisions, additions and supplements to the said official text.
- D.11 Notwithstanding anything in this Article, each present member in the Faculty of Education shall have the right to continue to make pension payments to the Teachers' Superannuation Commission in lieu of payments to the said University of Windsor Plan and the University shall continue to contribute its share to the said Commission for each member who exercises her/his right under this clause, provided the Teachers' Superannuation Commission permits the continuation of such pension payments.
- D.12 All changes in benefits in the University of Windsor Retirement Plan for Faculty and Certain Employees as provided in this Article apply to all members of the Plan who retire on and after July 1, 1990.
- D.13 The disposition of any surplus that may arise in the University of Windsor Retirement Plan for Faculty and Certain Employees shall be determined jointly by the Board of Governors of the University and the Faculty Association.
- D.14 The grievance and arbitration procedure under this Agreement shall apply to complaints and grievances concerning pensions of members under the Plan. Each retired former employee who, if she/he were not retired, would be a member for the purposes of this clause, *i.e.*, each such retired person shall have access to the grievance and arbitration procedures for the resolution of complaints and grievances concerning her/his pension.

## **ARTICLE E ABSENCE DUE TO ILLNESS, INJURY OR DISABILITY**

- E.1 Short Term Absence Due to Illness or Injury  
Within three (3) working days, a member shall inform the Head, Dean, University Librarian, or Law Librarian as the case may be, of her/his inability to carry out her/his normal responsibilities as a result of illness or injury.
- E.2 Continued Absence due to Illness or Injury
- (a) During the period of one hundred and five (105) calendar days of absence as a result of continuous illness or injury, a member shall be paid her/his Normal Salary provided the member cannot perform her/his duties or be accommodated in the performance of those duties.
  - (b) For any absence in excess of ten (10) consecutive working days as a result of illness or injury, a member, when requested by the Dean, University Librarian, or Law Librarian, shall submit the certificate of a licensed physician, licensed dentist, registered psychologist/psychiatrist or other registered/licensed health care provider, certifying that the member is unable to attend to the responsibilities of her/his position. The information provided in the certificate will be limited to the following:
    - (i) A description of the impact of the illness or injury on the member's ability to perform her/his duties,
    - (ii) relevant restrictions in the type of duties that may be performed,
    - (iii) the prognosis with respect to the member's ability to return to work,
    - (iv) a statement that the health care provider's conclusion is based on a recent examination.



The University may request a written statement from the member that she/he is complying with the treatment plan stipulated by the health care provider.

- (c) if there is a recurrence of the illness or injury during the first twenty-nine (29) days following a member's return to work on a full-time basis, the member is entitled only to the unused portion of the 105 day continued absence period. This restriction can be applied only once per 105 day continued absence period.
- (d) The member shall be required to submit only one certificate per absence. If the duration of the absence is extended beyond the anticipated date of return as set out in the original certificate, the member shall submit to the Dean, University Librarian or Law Librarian additional certificates for each extension. Any information provided in relation to illness or injury shall not be made available to a third party.
- (e) The benefits described above are available to members until they retire.
- (f) Eligibility for the benefits described above shall not be adversely affected by a member's inability to comply with the provisions in this Article as a result of circumstances beyond the member's control.

### E. 3 Long Term Disability

- (a) Subject to the express provisions of the current policy of insurance, all members, including a member appointed for a limited term, shall pay the full cost of the amended Long Term Disability Insurance Plan, effective October 1st, 1987. The Faculty Association shall be notified of any change in insurance provider and invited to participate in The Annual Premium Renewal Notification Meeting. The parties agree that the contract of insurance entered into by the University with London Life Insurance Company or its successors on July 1, 1993 for the provision of Long Term Disability coverage to members of the Faculty Association and in force until terminated by the University or the Company satisfies in full the obligation of the University under Article E of this Agreement to provide such coverage.

If continuous illness extends for a period in excess of one hundred and five (105) calendar days, the said member shall be covered from and after the 105th day of such illness by the said Plan under Long Term Disability (LTD) to provide benefits equal to sixty-six and two-thirds percent (66 2/3%) of her/his first twenty five hundred dollars (\$2,500) Normal Salary plus fifty percent (50%) of her/his next forty five hundred dollars (\$4,500) Normal Salary plus forty percent (40%) of the balance of her/his Normal Salary immediately prior to the date of accident or sickness to a maximum monthly benefit of ten thousand dollars (\$10,000) during such period as she/he is continuously ill and unable to perform her/his duties.

- (b) The maximum length of the benefit period for Long Term Disability benefits shall be as prescribed in the contract of disability insurance described in paragraph E.3 (a) or such other contract of disability insurance in force at the time of termination and shall be at or near the age of 65 .

## ARTICLE F HEALTH INSURANCE PLANS

- F.1 Except as provided in clause F.2, the University shall continue to pay for each full-time member, including a member appointed for a limited term, and each sessional lecturer and her/his eligible dependents under such Plan, the full cost of the present Green Shield Supplemental Hospitalization Plan and Green Shield Extended Health Benefit Plan or such other reasonable substitutes which provide a benefit plan(s) at least as good as the current Plan(s) subject to mutual agreement with the Association.
- F.2 The University shall reimburse upon receipt of an official invoice from an "Insurance Carrier" each full-time member as at June 30, 1990, including a member appointed for a limited term, who subscribes to a Health Insurance Plan and who is a resident of the United States of America an amount equal to the dollar amount which the University would have paid had such a member been a resident of Ontario and eligible for coverage in accordance with clause F.1. The said invoice must be in the member's or her/his spouse's name. The foregoing, as mentioned, is applicable to those members as at June 30, 1990 only.
- F.3 (a) Effective July 1, 2008 the University shall pay on behalf of all members covered by [F.1](#) of this Article including sessional lecturers, one hundred percent (100%) of the Subscriber Rate for the items listed below:
  - (i) the Green Shield Dental Plan 35 (including \$3,000 additional cost), major restorative at 80% co-insurance at current O.D.A. rates;
  - (ii) Green Shield Vision Plan (\$400/24 months) and routine optometry examinations once every two (2) years to a maximum of seventy-five dollars (\$75) per examination;
  - (iii) massage therapy to a maximum of \$600 per calendar year;
  - (iv) speech therapist or speech pathologist to a maximum of \$800 per calendar year;

- (v) 50% of the scheduled fee to clinical psychologist for fifteen (15) visits;
  - (vi) Audio Hearing Aids coverage up to \$2,000 every five (5) years, and hearing tests to a maximum of \$75 every five (5) years;
  - (vii) chiropractic coverage up to \$450 per year;
  - (viii) physiotherapist to a maximum of \$800 per calendar year;
  - (ix) Foot Orthotics;
  - (x) chiropodist and podiatric coverage up to \$500 each per year.
- (b) Effective October 1, 1990, the University shall pay on behalf of all full-time retired members one-half (1/2) of the Subscriber Rate for:
- (i) the Green Shield Dental Plan 35 (including \$1,500 additional cost ) at current O.D.A. rates.

F.4 Sessional Instructors who are not employed in a full-time capacity outside the bargaining unit, who have no coverage through an alternate health insurance plan and who have taught at least four (4) courses in the previous teaching year shall be provided the benefits as detailed in Clause F.1 and F.3 above.

**ARTICLE G TUITION**

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

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

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

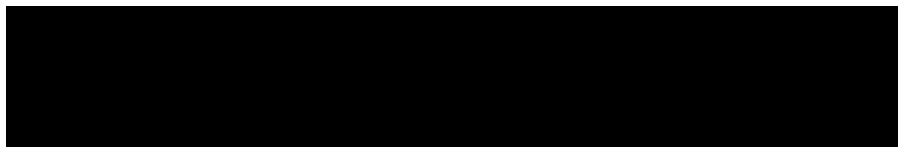
G.2 A sessional instructor shall be entitled to a tuition fee credit of one (1) course fee in each teaching year in which the sessional instructor has been appointed to teach one (1) or more courses. Such tuition fee credit must be used within one (1) year of the teaching year in which the credit is earned. The value of the tuition fee credit will be applied to the sessional instructor's student information system fee account and will be equivalent to the value of the first year of study course tuition fee as is contained in the tuition fee schedule for *PART-TIME FALL & WINTER UNDERGRADUATE TUITION & COMPULSORY FEES* for "Canadian or Permanent Residents" and applied in the year and semester for which the credit is claimed.

**ARTICLE H GROUP LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT PLANS**

- H.1 The University shall continue to pay the full cost of the present Group Life Insurance and Accidental Death and Dismemberment Plans as amended July 1, 1985 for each full-time member (including each sessional lecturer and a member appointed for a limited term) subject to the express provisions of such Plans.
- H.2 The Group Life Insurance Plan's coverage for the said member shall be equal to three (3) times (x) her/his Normal Salary to a maximum of four hundred thousand dollars (\$400,000).
- H.3 The Accidental Death and Dismemberment Plan's coverage for the said member shall be equal to three (3) times (x) her/his Normal Salary to a maximum of four hundred thousand dollars (\$400,000).
- H.4 The University shall provide written details respecting the termination of the life insurance policy to members who are retiring, no later than January 31st in that calendar year.

**ARTICLE I PROFESSIONAL DEVELOPMENT AND MEMBERSHIP DUES REIMBURSEMENT**

I.1 On July 1 of each year of this agreement, a Professional Development and Membership Fund shall be made available to each AAU for the use by full-time members, including sessional lecturers/sessional lecturers in Visual Arts/sessional lecturers in Nursing, and ancillary academic staff in each Faculty and Library for payment of the costs of travel, accommodation and other related expenses incurred for attendance at learned or professional conferences, symposiums or for other authorized University travel and for payment of the membership dues of professional or learned societies, for academic journals and for professional development. For each AAU the fund amount shall be calculated as follows:



- (a) On July 1, calculate the amount "X", in dollars, as fourteen hundred (\$1,400) multiplied by the number of full-time faculty, librarian, and Academic Ancillary Staff – Learning Specialist members, nine hundred and forty (\$940) multiplied by the number of sessional lecturers/sessional lecturers in Visual Arts/sessional lecturers in Nursing, academic ancillary staff in the division of Athletics and Recreational Services, and Clinical Psychologists.
- (b) On June 30, calculate the amount "Y", in dollars, of the unexpended funds in the Professional Development and Membership Fund.
- (c) The contribution to the AAU Professional Development and Membership Fund on July 1, shall be such that the fund has at least "X" (as calculated in Article I.1.(a)) but so that  $(X + Y)$  is not more than three times "X" (where "Y" is as calculated in Article I.1.(b)) dollars.
- (d) Funds designated in the Professional Development and Membership Fund shall not be used to cover expenses incurred by members attending required meetings or workshops at the request of the University.

I.2 Requests for professional development and membership dues reimbursement may be initiated by the member, the Dean or Head, the University Librarian or Law Librarian, but requests initiated by the member shall be approved by her/his Dean or Head, the University Librarian or Law Librarian as the case may be. Approval of a request under this Article shall be in accordance with criteria approved by the AAU.

I.3 A travel expense form shall be made available by the University.

I.4 Requests for travel advances and travel plans shall be submitted to the Dean, or Head, University Librarian or Law Librarian as the case may be, at least fifteen (15) days before the commencement of travel. If the travel is cancelled or part of the monies advanced is not expended, the advance or part unexpended shall be returned immediately to the Dean or Head, the University Librarian or Law Librarian as the case may be.

I.5 A member may claim only actual expenses incurred and appropriate vouchers shall be submitted for such expenses.

I.6 Travel by private car shall be reimbursed at the rate specified in Article K or the equivalent economy plane ticket, whichever is less. If there are no flights available, the equivalent of a coach train ticket shall be the basis of comparison.

I.7 The University shall have no responsibility for the private car used. It shall be the responsibility of the member when using her/his private car to verify with the University adequate insurance coverage to indemnify and save harmless the University of and from any liability by reason of the use or operation of her/his private car; when two (2) or more members are traveling together in a private car, only the owner may claim the car allowance.

I.8 Effective July 1, in the years noted below, the maximum daily allocation of monies for meals, incidental expenses, including gratuities, shall be as follows:



I.9 Other related expenses may be reimbursed subject to approval by the Dean or Head, the University Librarian, or the Law Librarian as the case may be.

**ARTICLE J MARKET STIPENDS**

J.1 Members holding appointments at the University whose credentials or experience are in high demand or members of disciplines for which there is a high demand within the Canadian university system may be compensated with a market stipend in addition to their Normal Salary. Market stipends shall be subject to the deduction of dues provided by this Agreement. Market stipends shall cease to be paid when the market demand ceases. The total allocation of market stipends is not to exceed thirty (30) over the life of the agreement. Persons receiving market stipends on the last day of this agreement shall, subject to the provisions of this Article, continue to receive their market stipends.

J.2 The Provost may offer a market stipend as a recruiting measure where the Provost is satisfied that:

- (a) there is a high market demand for persons with the desired credentials or experience;
- (b) the high market demand is a temporary phenomenon; and
- (c) in competition with other Canadian universities, the AAU seeking the appointment has not been successful or is unlikely to be successful in recruiting suitably qualified candidates by offering the usual starting salary for persons with such qualifications and experience.

J.3 The Provost may offer a market stipend to a current member where the Provost is satisfied that:

- (a) there is a high market demand for persons with the credentials or experience of the member;
- (b) the high market demand is a temporary phenomenon; and
- (c) the member:
  - (i) has a meritorious record of achievement;
  - (ii) fulfils a key role in the AAU in which she/he holds an appointment; and
  - (iii) is a person who will likely be recruited by another university.

J. 4 The terms of the market stipend shall include:

- (a) the amount, which shall not exceed the greater of ten percent (10%) of her/his normal salary or ten thousand dollars (\$10,000);
- (b) the period of time during which the market stipend will be paid;
- (c) if the amount will decline during the payment period, the terms by which the decline will occur;
- (d) whether the market stipend is renewable and, if renewable, the conditions of renewal.

The amount and terms of a market stipend shall be stated in the appointment letter to a candidate and/or the member's annual letter.

J.5 A market stipend does not form part of a member's Normal Salary; however, it is included in a member's salary for the purpose of calculating contributions of the University and the member to:

- (a) the Pension Plan,
- (b) Group Life Insurance and Accidental Death and Dismemberment Plans,

- (c) Remuneration paid during a Leave,
- (d) Long Term Disability Insurance Plan.

J.6 Under clauses [38:01 \(a\)](#) and [38:01 \(g\)](#) the Association shall be informed of the names of the members receiving market stipends, the amounts and sources of the payments disbursed to the members, and the dates when the market stipends begin and cease.

#### **ARTICLE K CAR ALLOWANCE**

K.1 Effective July 1, 2008 the University shall reimburse each member at the rate of forty-three cents (43¢) per kilometre for each kilometre driven in a private car in the course of her/his authorized University travel.

#### **ARTICLE L REIMBURSEMENT FOR MOVING AND STORAGE COSTS**

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

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

- (a) Where it is necessary for a new member to take up her/his duties before it is practical to move her/his family, the said member shall be reimbursed by the University for reasonable living expenses incurred;
- (b) When the new member's family moves to Windsor concurrently with the said member, the University shall reimburse the said member for transportation for the family unit. Where practical, transportation shall be by automobile;
- (c) The University shall also reimburse each new member for living expenses for a reasonable period if the member is not able to take possession of her/his residence immediately;
- (d) The University shall pay for the packing, moving and unpacking of each new member's personal and household effects;
- (e) The University shall also pay insurance for each new member's effects while in the hands of the carrier, and for temporary storage where the member finds it necessary to vacate her/his present residence before she/he is able to take possession of her/his residence in Windsor. However, such temporary storage shall not exceed six (6) weeks.

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

L.4 Maximum Amount Allowable for Relocation Expenses

- (a) North America within a radius of sixteen hundred (1600) kilometres from Windsor - three thousand dollars (\$3,000);
- (b) North America exceeding a radius of sixteen hundred (1600) kilometres from Windsor - five thousand dollars (\$5,000);
- (c) Outside North America - seven thousand dollars (\$7,000);
- (d) In cases where relocation expenses exceed the amounts in L.4 ((a), (b), (c)) the University will pay half of the excess amount up to two thousand dollars (\$2,000).

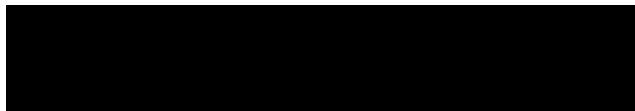
#### **ARTICLE M UNIVERSITY LOANS**

M.1 University loans of up to five thousand dollars (\$5,000) shall continue to be available at a rate of interest equivalent to the prime rate established by Canadian chartered banks from time to time, plus one percent (1%), and shall be repayable on mutually agreed terms, for members in need of funds for the publication of dissertations, travel costs

in connection with the academic betterment of the individual member (e.g., presentation of dissertations for degrees), and for any other endeavour that would be beneficial to the member and the University.

#### ARTICLE N OVERLOAD STIPEND

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



N.2 Any request for overload payment must be approved in writing by the Dean.

#### ARTICLE O CONSOLIDATION COURSES IN THE FACULTY OF NURSING

O.1 The University shall continue to pay a stipend to each full-time regular faculty member who teaches a Faculty of Nursing Consolidation course. The stipend shall be paid on the basis of one-twelfth (1/12) of the said member's Normal Salary for a four (4) week or one twenty fourth (1/24) for a two (2) week Consolidation course.

#### ARTICLE P WINDSOR SALARY STANDARD

- P.1
- (a) The Windsor Salary Standard for each rank is the median of the average salaries of the Ontario Universities for the said rank using the data from "Survey of Average Salaries for University Professors Per Statistics Canada Data for Faculty without Administrative Duties and excluding Medical Faculty" dated April 2009 and April 2010 as applicable.
  - (b) On or about March 31, 2010 and on or about March 31, 2011 the value of the Windsor Salary Standard will be computed for each rank using the procedure set forth in clause P.1 (a) using the Statistics Canada Data pertaining to the periods July 1, 2008 to June 30, 2009 and July 1, 2009 to June 30, 2010, respectively. This will be compared to current average salaries for each rank at the University of Windsor. Where a positive adjustment is needed to bring the average salaries at the University of Windsor in each rank to the Windsor Salary Standard such an adjustment will be made in accordance with clauses P.1(c) and P.2. Where, after a comparison between the average salary at the University of Windsor in each rank and the Windsor Salary Standard, a negative adjustment is indicated to bring the salary level in the particular rank at the University of Windsor into conformity with the Windsor Salary Standard, no negative adjustment shall be made.
  - (c) Only where a positive adjustment is warranted in accordance with this Article shall each member of each rank, receive a non-retroactive adjustment to her/his Normal Salary on May 31, 2010 and June 30, 2011, representing the difference between the Windsor Salary Standard and the current average salaries for each rank(s) at the University of Windsor so that the average salary of each rank at the University of Windsor shall be equal to or above the Windsor Salary Standard for the years referred to in P.1 (b) above.
  - (d) Any special stipends paid to a research chair under clause [12:10](#) shall not be factored into the calculation of the Windsor Salary Standard under this Article P.
  - (e) Any special market stipend paid to a faculty member under Article J shall not be factored into the calculation of the Windsor Salary Standard under this Article P.
- P.2 The equivalent percentage Windsor Salary Standard shall apply *mutatis mutandis* for librarian members by rank based on the following equivalences between faculty member ranks and librarian member ranks for the purpose of determining the Windsor Salary Standard for librarian members:

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

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

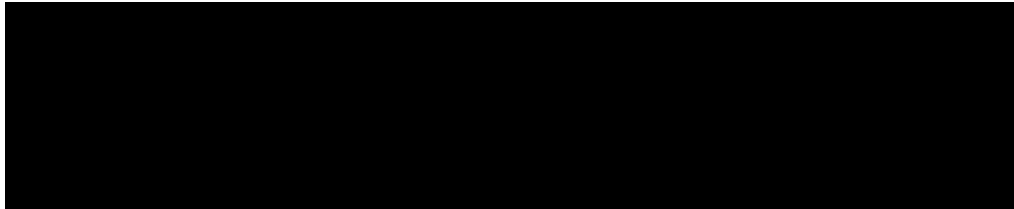
Q.1 The University undertakes to use every reasonable effort to attract funding for the establishment of Annual Research Award(s) for not less than five thousand dollars (\$5,000).

**ARTICLE R SALARY FOR SESSIONAL INSTRUCTORS**

R.1 (a): Classification Pay Rates for Sessional / Special / Clinical Instructors

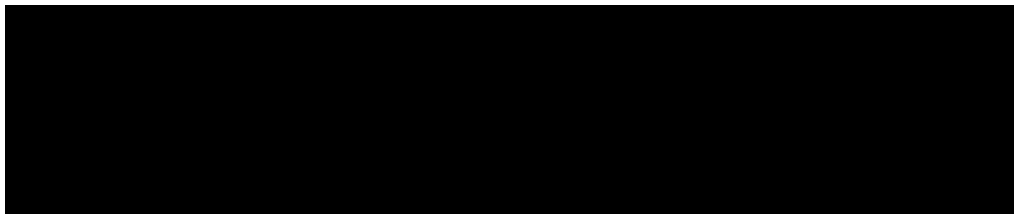
Effective July 1, 2008 sessional instructors shall be paid as per the following classification scheme:		
Class	Courses Taught	Status
Sessional / Special / Clinical Instructor	1- 6 per year	Member of the bargaining unit may opt out of Faculty Association membership. Union dues mandatory.

R.1 (b) Sessional Course Rates for Full Semester Courses

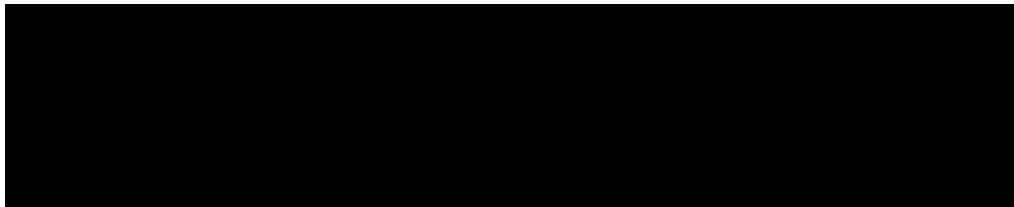


R.2 Sessional Rates for Partial Courses

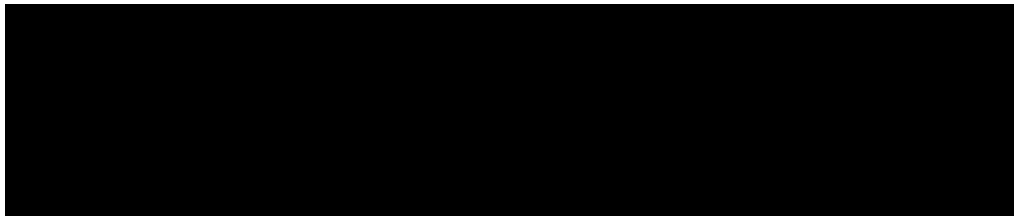
In the event that a sessional instructor is employed under this clause for less than twenty (20) hours, she/he shall be paid in accordance with the rates below:



R.3 Sessional Rates for Clinical Courses



R.4 Sessional Rates for Special Instructor (Music)



R.5 Consolidation Courses in the Faculty of Nursing

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

week consolidation course and one-quarter (1/4) of the rate for lecture hours for a two (2) week consolidation course.

R.6 Any additional hours scheduled for laboratories or other non-lecture settings shall be paid one-half (1/2) of the hourly rate for partial courses as stated in clause R.2 above and in the Letter of Appointment.

R.7 On May 1 of each year of this Collective Agreement, the University will contribute sufficient funds to establish and maintain ten thousand dollars (\$10,000) into an Information Technology Assistance Account for the benefit of sessional instructors who are not employed in a full-time capacity outside the bargaining unit, and who have taught at least four (4) courses in the previous teaching year. Upon application, qualified sessional instructors will be provided with up to two hundred dollars (\$200) from this account to compensate for the use of personal information technology used to facilitate instruction in the previous teaching year. Should more than fifty (50) sessional instructors qualify for this compensation each will share proportionately from the account.

## **ARTICLE S SALARY FOR SESSIONAL LECTURERS**

S.1 Sessional lecturers shall be paid in accordance with the salary levels specified hereafter except that a sessional lecturer who elects under clause [55:03\(b\)](#) to continue teaching a load of five (5) courses shall receive five/sixths (5/6) of the salary here specified.

### Sessional Lecturer Rates:

LEVEL 1: 80.49 percent of the minimum salary for Lecturer under this Agreement for the current year for six (6) courses;

LEVEL 2: 80.49 percent of the minimum salary for Assistant Professor under this Agreement for the current year for six (6) courses;

LEVEL 3: 80.49 percent of the minimum salary for Associate Professor under this Agreement for the current year for six (6) courses.

S.2 Sessional Lecturers in Visual Arts shall be paid in accordance with the salary levels specified hereafter:

LEVEL 1: 80.49 percent of the minimum salary for Lecturer under this Agreement for the current year for four (4) studio courses (312 hours over two semesters);

LEVEL 2: 80.49 percent of the minimum salary for Assistant Professor under this Agreement for the current year for four (4) studio courses (312 hours over two semesters);

LEVEL 3: 80.49 percent of the minimum salary for Associate Professor under this Agreement for the current year for four (4) studio courses (312 hours over two semesters).

S.3 Sessional Lecturers in Nursing shall be paid in accordance with the salary levels specified hereafter:

### LEVEL 1

- (i) 56.34 percent of the minimum salary for Lecturer under this Agreement for the current year for 416 hours (two eight hour days per week for two semesters);
- (ii) 85.52 percent of the minimum salary for Lecturer under this Agreement for the current year for 624 hours (three eight hour days per week for two semesters);
- (iii) For teaching loads of 300 hours or more and of between 416 and 624 hours as elected under clause 55:03(c) the salary will be prorated.

### LEVEL 2

- (i) 56.34 percent of the minimum salary for Assistant Professor under this Agreement for the current year for 416 hours (two eight hour days per week for two semesters);
- (ii) 85.52 percent of the minimum salary for Assistant Professor under this Agreement for the current year for 624 hours (three eight hour days per week for two semesters);
- (iii) For teaching loads of 300 hours or more and of between 416 and 624 hours as elected under clause 55:03(c) the salary will be prorated.

### LEVEL 3

- (i) 56.34 percent of the minimum salary for Associate Professor under this Agreement for the current year for 416 hours (two eight hour days per week for two semesters);



- (ii) 85.52 percent of the minimum salary for Associate Professor under this Agreement for the current year for 624 hours (three eight hour days per week for two semesters);
- (iii) For teaching loads of 300 hours or more and of between 416 and 624 hours as elected under clause 55:03(c) the salary will be prorated.

S.4 For existing sessional lecturer members, and notwithstanding the foregoing, except where a Sessional Lecturer, Sessional Lecturer in Visual Arts or a Sessional Lecturer in Nursing changes level or workload as provided for above, effective July 1 of each year of this agreement Sessional Lecturers shall receive a Scale increase according to Table A.2 and a PTR increase according to Table A.2 on their respective Normal salaries.

#### **ARTICLE T THE PRESIDENT'S FUND**

T.1 On the recommendation of the Dean, in consultation with the Head, the Provost, in each year of this agreement, in order to retain a member may increase the normal salary of up to eight (8) individual members by an amount not to exceed the greater of ten percent (10%) of her/his normal salary or ten thousand dollars (\$10,000).

## LETTERS OF UNDERSTANDING

The following are Letters of Understanding and Memoranda of Agreement between the Board of Governors and the Faculty Association of the University of Windsor. The parties hereby adopt and incorporate by reference the following Letters of Understanding and Memoranda of Agreement. It is understood that Memoranda of Agreement terminate coincident with the expiry of the Collective Agreement.

### LETTER I GRIEVANCE MEDIATION

The parties agree to the use of mediation in resolving grievances for the duration of this Agreement.

- (1) The Faculty Association may submit or the parties may agree to submit the grievance to mediation at any time within ten (10) days following receipt of the written response of the Provost at Step 3, or if no written response is received, within ten (10) days following the expiration of the period limited for such response. Where the matter is so referred, the mediation process shall take place before the matter is referred to arbitration.
- (2) Mediation will normally commence within twenty-one (21) days of the grievance being submitted to mediation.
- (3) The mediation process is without prejudice to either party.
- (4) No matter may be submitted to mediation which has not properly carried through the grievance procedure, provided that the parties, by agreement, may extend the time limits fixed in the grievance procedure.
- (5) The parties may agree to the appointment of a qualified mediator selected by the Association, and should the Association not select a mediator within fourteen (14) days following the submission of the grievance to mediation, the mediator shall be appointed by the Ministry of Labour, provided that such a mediator is able to commence the mediation within the time periods set out in paragraph (2), or where the parties mutually agree to extend the time periods for such mediator.
- (6) Proceedings before the mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be in attendance for either party. The Mediation Conference shall terminate within one (1) day unless the parties otherwise agree.
- (7) If possible, an agreed statement of facts will be provided to the mediator, and if possible, in advance of the Mediation Conference.
- (8) The mediator will have the authority to meet separately with any person or persons, but shall not have the authority to compel the resolution of a grievance.
- (9) If no settlement is reached within five (5) days following Mediation Conference, the parties are free to submit the matter to Arbitration.
- (10) In the event that a grievance which has been mediated subsequently proceeds to Arbitration, no person serving as the mediator may serve as an arbitrator. Nothing said or done by the mediator may be referred to at Arbitration, nor shall any documentation relied upon or statement made at the Mediation Conference by either party for the first time at mediation be used against it by the other party at Arbitration.
- (11) The terms of any settlement agreement reached shall not be referred to by the parties or the grievor in respect of either any subsequent matter or in any other setting unless mutually agreed by the parties recognizing the Faculty Association's obligation to report to its Executive and Grievance committees.
- (12) No settlement of any grievance following mediation shall serve as a precedent for any future grievance.
- (13) The parties will equally share the cost, if any, of the mediator.

### LETTER II EFFECTIVE DATE OF AGREEMENT AND RETROACTIVE PAYMENTS

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

1. Retroactivity shall be provided as follows to:

- (a) all faculty members, librarian members and ancillary academic staff members on the active payroll both as of July 1, 2008 and the date of signing of this Agreement;
- (b) all faculty members, librarian members and ancillary academic staff members on the active payroll as of July 1, 2008, who have subsequently retired shall receive the pro rata amount for the period July 1,

2008, until the date of retirement;

- (c) sessional lecturers and sessional instructors who were on the active payroll for any period between July 1, 2008, and the date of signing this Agreement shall receive the difference between the stipend received for all courses taught during that period and the stipend for their rank in accordance with Articles R and S.

2. The provisions of Letter II, Section 1. (a), (b) and (c) shall apply *mutatis mutandis* to the period July 1, 2008 to June 30, 2011.

**LETTER III VOLUNTARY CONTRACT TERMINATION**

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

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

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

**RELEASE**

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

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

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

SIGNED, SEALED AND DELIVERED  
in the presence of

\_\_\_\_\_

\*\*\*\*\*

**SCHEDULE "B"**

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

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

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

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

DATED at Windsor, Ontario this .... day of .....

\_\_\_\_\_  
UNIVERSITY OF WINDSOR

Per:

**RESIGNATION**

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

DATED at Windsor, Ontario this .... day of .....

Resignation accepted this .... day of .....

#### **LETTER IV LIMITED TERM APPOINTMENTS**

The parties agree that, for the purpose of giving the University flexibility to address enrolment fluctuation, a total of five (5), nine (9), ten (10), or eleven (11), month Limited Term Appointments may be made in each year of this Agreement. All such appointments shall be made in accordance with the provisions pertaining to qualifications for appointment as may from time to time be adopted by Senate, subject to the following condition. Where an AAU advertises for such a limited term appointment, a sessional instructor holding the appropriate qualifications, a demonstrated record of successful teaching together with an average of three (3) or more semester courses during the last eight (8) academic years, shall, at his/her option, be included on the short list of candidates and be considered by the AAU Appointments Committee.

All other Limited Term Appointments shall be made according to all the provisions of Articles 12 and 13.

Except as otherwise stated below, the terms and conditions applying to nine (9), ten (10), or eleven (11) month Limited Term Appointments shall be as those applied to Limited Term Appointments generally, including all benefits and entitlement to participation as permitted in the University of Windsor Retirement Plan for Faculty and Certain Employees;

1. Nine (9) month Limited Term Appointments shall cover any one of the following nine month periods: August 15 to May 15, or December 15 to September 15, or April 15 to January 15. Ten (10) and eleven (11) month limited term appointments will begin no later than August 15, December 15, or April 15. Vacation entitlement shall be consistent with Article [46:01](#) and salaries shall be consistent with Article [A.1](#).
2. When offered a consecutive limited term appointment, a nine (9), ten (10), or eleven (11) month Limited Term Appointee shall be given the option of either a twelve (12) month or if she/he is unable or unwilling to accept a twelve (12) month limited term appointment, a nine (9), ten (10), or eleven (11) month limited term appointment. Upon accepting the consecutive appointment the appointee shall be entitled to contribute to benefits and make payments into the University Retirement Plan for either the period between the date of termination of the nine (9), ten (10), or eleven (11) month limited term appointment and the commencement of the consecutive appointment, or for the period between the date of acceptance of the consecutive limited term appointment and its commencement, whichever is shorter. Should the appointee elect to contribute to benefits and make payments into the University Retirement Plan, during such period the University shall continue to pay its required share of benefits, contributions and payments into the University Retirement Plan. Vacation entitlement shall be consistent with Article [46:01](#), salaries shall be consistent with Article [A.1](#) and salary adjustments shall be as contained in Article A.4, all prorated.
3. All nine (9), ten (10), or eleven (11) month Limited Term Appointments will be considered to be at least at the rank of Lecturer and entitled to, at the minimum, the salary floor for their rank pro-rated for the period of the appointment.
4. All nine (9), ten (10), or eleven (11) month Limited Term reappointments shall be eligible for the same salary increases as probationary appointments but prorated for the period of the appointment.

#### **LETTER V LEGAL DEFENSE FUND**

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

1. If a matter involving a member of the bargaining unit proceeds to a formal hearing before a University-created quasi-judicial tribunal with jurisdiction over members of the University, for example, the Senate Executive Sub-Committee on Procedures and Discrimination, or the Human Rights Commissioner, the member shall be entitled to legal representation. The Legal Defense Fund Committee will determine the amount of disbursement for the cost of representation.
2. The Legal Defense Fund Committee shall be composed of six (6) members, three (3) appointed by the President and three (3) appointed by the Faculty Association. The Chair will rotate annually between a Chair appointed by the Faculty Association and a Chair appointed by the President.
3. The Legal Defense Fund Committee will consider applications for funds to cover the cost of legal representation for members of the bargaining unit involved in hearings under paragraph 1 of this Letter. The Committee shall award reasonable legal costs, provided there are monies in the fund, to an upper limit of five thousand dollars

(\$5,000) per member per hearing.

4. The Legal Defense Fund Committee will provide the President of the University and the President of the Faculty Association with an annual report of the operations of the Legal Defense Fund Committee which will include the opening and the closing balance for the year, receipts, interest earned and a summary of the purpose of all expenditures.
5. Neither the University nor the Faculty Association will be responsible in any way for the advice, or counsel provided by a lawyer whose fees are paid from the Legal Defense Fund.
6. It is agreed that the Faculty Association and the University of Windsor shall each contribute four thousand dollars (\$4,000) to the Legal Defense Fund on or about October 1 of each year.

#### **LETTER VI      COLLABORATIVE PROGRAMS**

The parties agree that the Joint Ph.D. program in Education and the Collaborative Nursing program involving St. Clair College and Lambton College, and approved by Senate, are valuable programs to the University. To the extent that either of these programs engages faculty members from the collaborating universities/colleges to teach University of Windsor credit courses, the parties agree that the terms of this Agreement shall not apply.

#### **LETTER VII      EXECUTIVE EDUCATION PROGRAMS**

1. The University may operate Executive Education Programs in Business and Engineering approved by Senate and that are made up of credit courses not assignable as part of the normal workload of the member under Article 5, where the tuition fees and instructor stipends are market driven.
2. The programs are designed to meet the specific needs of professionals and business people seeking opportunities to acquire new knowledge and skills so as to enable them to improve or shift their careers and not compete with the University's academic programs.
3. With the agreement of the Faculty Association the University may operate Executive Education Programs in other fields. In such cases, Executive Education Program proposals shall be approved by the council of the contributing AAU(s) and shall be referred to the Faculty Association prior to final approval by the appropriate Senate committee.
4. Should the Faculty Association not agree to a University proposal to operate an Executive Education Program in a field other than Business and Engineering the matter may be referred to arbitration for determination of whether or not the program proposed by the University meets the criteria for Executive Education Programs referred to in this Letter VII paragraph 2. The arbitrator shall be drawn from the panel of five (5) arbitrators referred to in clause [39:14 \(b\)](#). The University shall pay the fees and expenses of the arbitrator.
5. Executive Education Programs may be delivered at various locations using diverse delivery mechanisms, including alternative learning technologies and team teaching, and at times convenient to the students including teaching evenings, weekends and in intensive periods.
6. The Board of Management is responsible for the Executive Education Programs. It has the responsibility for the business aspects of the program and it is accountable to the University's Board of Governors.
7. The Board of Management is composed of the Provost, Deans of participating Faculties, and three (3) to five (5) representatives from business, industry, and professional organizations. In addition, there shall be one (1) faculty member representing each Executive Education Program.
8. Except as otherwise provided in this Letter VII, the Board of Management sets the terms and conditions of employment of the instructors. The Executive Education Program's day-to-day operations are conducted by an Executive Director who reports to the Provost and is a member of the Academic Advisory Council.
9. Instructors are sought in accordance with procedures agreed by the appropriate AAU(s) and may include advertising, both externally and internally in the appropriate AAU(s), and by direct solicitation. Those appointed will have relevant experience and qualifications. The appointments are agreed, in accordance with the policies of the Board of Management, by the Dean following recommendation by the AAU appointments committee in the Faculty that is responsible for the academic aspects of the program.
10. Once appointed, instructors are members of the bargaining unit. Stipends are paid per course or per part of a course, and like the fees paid by students, are market driven. The stipends are negotiated on an individual basis and are determined by the Provost, in accordance with the policies set by the Board of Management.
11. The parties acknowledge that the Executive Education Programs inure to the benefit of the University and to the members of the Faculty Association as these programs provide additional revenue to the University, additional

employment opportunities to the members of the Association, and serve to further enhance the reputation of the University as an innovative institution concerned with meeting the diverse needs of our community and providing excellence in teaching, research and service. The University thus attracts increased numbers of students. The additional revenues allow the University to support faculty research and academic programs.

12. The clauses of this Agreement listed below and the terms and conditions set by the Board of Management referred to in paragraph 8 above, apply to those persons appointed to teach in Executive Education Programs. In the case of a conflict between the clauses of this Agreement listed below and the terms and conditions set by the Board of Management, the clauses of this agreement listed below shall apply:

1:01, 2:01, 3:01, [3:03](#), [4:01](#)– 4:05, [10:02](#), [10:03](#) (as to religious beliefs, doctrines and practices), [10:04](#), [10:05](#), [11:01](#), 30:01–30:08, 32:01, 32:02, [38:01–38:07](#), [39:01–39:16](#), [50:01](#), [50:02](#), [51:01](#), [51:02](#), [53:01](#), [53:02](#), [58:01](#), 61:01.

13. Where the Faculty Association contests the interpretation and applicability of the terms and conditions set by the Board of Management and the University disagrees with the Faculty Association such disagreement shall be determined by arbitration. The arbitrator shall be drawn from the panel of five (5) arbitrators referred to in clause [39:14 \(b\)](#). The University shall pay the fees and expenses of the arbitrator.

14. The University will pay a levy of five percent (5%) of the total gross stipends or fees paid to the instructors in the Executive Education Programs to the fund entitled “The Subsidy Plan for Retiree Health Benefits”.

## MEMORANDUM OF AGREEMENT

### EMPLOYMENT EQUITY/PROCEDURES ASSESSORS

Recognizing the importance of Employment Equity/Procedures Assessors to the appointments and renewal, promotion and tenure processes, the University agrees that within six (6) months of the ratification of this agreement, the Provost will introduce a motion at Senate to amend Senate Bylaw 23 specifically recognizing the contribution of Employment Equity/Procedures Assessors as service to AAUs and the University. It is understood that this motion will not be part of any other motion regarding Senate Bylaw 23.

### FUNDING EXCESS

Subject to statutory requirements, the University shall have the right to use any funding excess in the pension surplus to set off the total sum of any additional contributions it was required to make at any time following the next valuation of the pension fund in order to cover any funding deficit in the plan, less amounts previously repaid, if any, under this clause. If there is a funding excess and if there is no set off cost or if there is a funding excess remaining after the payment of set off costs, the parties reserve the right to negotiate the terms and conditions that shall govern the disbursement of the funding excess of the University of Windsor Retirement Plan for Faculty and Certain Employees as determined by the Plan's Actuary.

### INSTRUCTOR

1. On the signing of this Agreement, the parties undertake to establish a Joint Committee by July 1, 2009 to:
  - (a) consider the introduction of Instructor positions whose primary responsibilities include teaching, facilitating curriculum reform and enhancing opportunities for faculty research intensity,
  - (b) consider the basis and conditions upon which sessional lecturers, and sessional instructors who teach on average over a defined period of time four (4) or more courses may be considered for or converted to appointment as an Instructor at an appropriate rank with or without permanence, and
  - (c) consider a University wide maximum number of instructor positions.
2. The Joint Committee shall be composed of six (6) members, three (3) to be appointed by the Faculty Association and three (3) to be appointed by the President of the University, with the chair to alternate from meeting to meeting between co-chairs appointed by each of the parties.
3. The Joint Committee will consider and make recommendations regarding the appropriateness and feasibility of implementing Instructor positions in all or some AAUs, after consultation with the various AAUs and others regarding their interest in Instructor positions in light of their particular circumstances, needs and plans.
4. It is agreed that the Joint Committee will conclude and submit its review and recommendations to the President of the University and the Executive Committee of the WUFA by August 31, 2010.

### WINDSOR SALARY STANDARD

1. On the signing of this Agreement, the parties undertake to establish a Joint Committee by July 1, 2009 to review and make recommendations for the next round of bargaining with respect to which universities should be included within the definition of "the Ontario Universities" in Article P or any successor article.
2. For the duration of this agreement the parties agree that "the Ontario Universities" shall be Brock, Carleton, Guelph, Lakehead, Laurentian, McMaster, Ottawa, Queen's, Toronto, Trent, Waterloo, Western Ontario, Wilfred Laurier, Windsor and York.
3. The Joint Committee shall be composed of six (6) members, three (3) to be appointed by the WUFA and three (3) to be appointed by the President of the University, with the chair to alternate from meeting to meeting between co-chairs appointed by each of the parties from among the members.
4. The committee shall report in writing to the Executive Committee of the WUFA and to the President of the University by January 31, 2011.

**SCHEDULE A CURRICULUM VITAE FORM**

**PERSONAL INFORMATION**

NAME:

AAU:

Rank

Lecturer       Assistant Professor       Associate Professor       Professor     

Sessional Lecturer

Level 1       Level 2       Level 3     

Status

Probationary       Tenured       Limited Term       Reduced Responsibility     

Member of graduate faculty

Yes       No     

**DEGREES:**

Degree	Discipline	Institution	Country	Year

**EMPLOYMENT HISTORY:**

Dates	Rank/position	Department	Institution/firm

**HONOURS AND AWARDS:**

(FRS, FRSC, Governor General’s Award, honorary degrees, teaching awards, etc.)

**TEACHING ACTIVITY**

Courses Taught:

List all courses taught at the University of Windsor in the past three (3) years.

Course Number	Semester	Course Title

**Student Supervision / Internal Reader / Outside Reader:**

List undergraduate students supervised over at least the past three (3) years and graduate students supervised over at least the past seven (7) years, indicating their level, *i.e.*, undergraduate, masters, or doctoral, the nature of the supervision, *e.g.*, thesis, major paper, project, advanced studies, fieldwork, internship and indicate whether completed or in progress. Also indicate your role, *e.g.*, supervisor, co-supervisor, committee member, *etc.*

Student Name	Level	Nature of supervision / Title of Thesis, etc.

**Student Advising and Counselling:**

**Course Development and Design / Learning Technologies:**

**Other Teaching Activity:**

**Publications of Teaching Materials ( exclusive of scholarly publications and presentations related to pedagogy):**



**RESEARCH ACTIVITY**

Publications:

1. Life-time summary (count) according to the following categories:

Category	#
Books Authored	
Books Edited	
Books Translated	
Articles Translated	
Chapters in Books	
Articles in Refereed Journals	
Edited Conference Proceedings	
Articles in Refereed Conference Proceedings	
Technical Reports	
Book Reviews	
Non-refereed Articles	
Non-refereed Publications	
Others (workshops presented, etc.)	
Articles and/or Papers Presented (Posters presented)	
Conferences Attended	
Articles Submitted for Peer Review	
Other Research Presentations	
Commissioned or Contract Research Reports	

2. Details of the above in the same categories. (List all items counted above)

**CREATIVE ACTIVITY:**

Other Research Related Activities:

List any editorial, reviewing or grant adjudication activity that supports research.

Comment on research mentoring activities. Comment on any other research achievements.

Grants:

List grants obtained to support research and creative work.

Year	Source	Type*	Amount per year	Purpose

\*Type: C-granting councils; G-Government; F-Foundations; O-Other

Purpose: research, travel, publication, etc.

**SERVICE ACTIVITY**

**SERVICE TO THE UNIVERSITY**

(i) Positions with responsibility stipend and ex officio committee membership.

(ii) Positions without responsibility stipend.

(iii) University Committee membership.

(iv) Faculty Association Committee membership.

(v) Liaison activity.

**SERVICE TO THE ACADEMIC COMMUNITY**

List work for academic societies, etc.

**SERVICE OUTSIDE THE UNIVERSITY**

List committees served on, and/or services provided in the broader community/government/profession.

Include any publications or reports arising from such activities.

**OUTSIDE ACTIVITIES**

Performed in conjunction with the University.

Date:

Signature:

**THE TERMS OF THIS COLLECTIVE AGREEMENT**

**JULY 1, 2008 - JUNE 30, 2011**

**HAVE BEEN APPROVED BY**

**WINDSOR UNIVERSITY FACULTY ASSOCIATION**

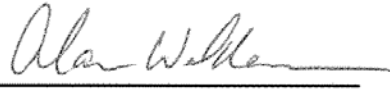
**AND**

**UNIVERSITY OF WINDSOR BOARD OF GOVERNORS**

Signed for the parties this 20<sup>th</sup> day of November, 2008

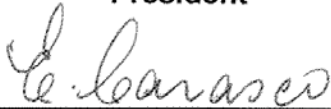
**For the Faculty Association**

**For the University**



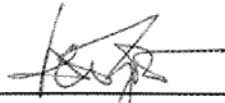
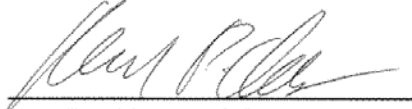
**Prof. Brian E. Brown  
President**

**Dr. Alan Wildeman  
President**



**Dr. Emily Carasco  
Negotiating Team Chair**

**Ms. Gwendolyn Ebbett  
Negotiating Team Co-Chair**



**Dr. Michael Charette  
Negotiating Team Member**

**Prof. Neil Gold  
Negotiating Team Co-Chair**