COLLECTIVE AGREEMENT

between

The University of Ontario Institute of Technology

and

The University of Ontario Institute of Technology

Faculty Association

for

Teaching Faculty

Expiry Date: June 30, 2017

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Article 1 – Purpose

1.01 The general purpose of this Collective Agreement is to secure the benefits of collective bargaining, to establish a method of settling any difference between the Parties arising from the interpretation, application, administration or alleged violation of this Collective Agreement, and to set forth the terms and conditions of employment applicable to Teaching Faculty Members in the bargaining unit and matters to be observed by the Employer and the Association.

Article 2 – Recognition and Definition of the Bargaining Unit

2.01 The Employer recognizes the Association as the sole and exclusive bargaining agent for all Teaching Faculty Members of the University of Ontario Institute of Technology at Oshawa, save and except:

a) Associate Deans and Associate Provosts, and those above the level of Associate Dean or Associate Provost;
b) Employees who are members of another bargaining unit;
c) Employees who are hired on a definite term appointment;
d) Post-Doctoral Fellows;
e) Research Associates;
f) Emeritus Professors;
g) Librarians;
h) Visiting Professors;
i) Director of the Automotive Centre of Excellence; and
j) Members of the Board of Governors.

2.02 A person excluded from the bargaining unit whose status changes such that s/he come within the description of the bargaining unit will have all the rights and privileges of a bargaining unit member and will be treated in all respects as though s/he had not been outside the bargaining unit. No other Teaching Faculty Member will lose his/her position as a result of applying this Article.

Article 3 – Definitions

In this agreement a capitalized term has the meaning given to it in this section, unless the context indicates otherwise.

Academic Administrator: A person holding a faculty appointment but who is excluded from the bargaining unit under Article 2.01

Academic Council: The Academic Council of the University

***Academic Term*:** There are three terms; fall, winter and spring/summer

Academic Year: The twelve month period starting on the first day of the fall term as set out in the University's academic calendar

Annual Workload Plan: the annual plan of Teaching and Service/Other duties

Appointment Year: The twelve month period from July 1 to June 30 in the employ of the Employer

***Association*:** The University of Ontario Institute of Technology Faculty Association

Calendar Day: One sequential 24 hour period as denoted on a calendar – regardless of the day of the week.

Continuing Appointment: an indefinite term appointment

Day: A normal business day when the University's Administration Offices are open i.e. excluding weekends, statutory holidays, and other days when the Administration Offices are closed or open less than four hours. Any date specified in the collective agreement which does not correspond with a Day will be deemed to be the next Day.

Dean(s): The Dean or designate of the Teaching Faculty Member's faculty(ies) of appointment

Employer: The University of Ontario Institute of Technology as established by the University of Ontario Institute of Technology Act, 2002.

Faculty(ies): One of the University's faculties as established by the Board of Governors

Human Resources*:* the position to which the Human Resources function reports

Lecturer**:** a limited term appointment leading to the determination of the granting of a Continuing Appointment through the process set out in Article 19.

Master Lecturer: a Teaching Faculty Member who has been promoted under Article 21

Parties**:** The University and the Association

Provost*:* The Provost or designate

Senior Lecturer: a Teaching Faculty Member who has been appointed under Article 15.04 or who has been granted a Continuing Appointment through the processes of Article 19.

Service/Other: Service/Other as defined in Article 16.03 a)

Teaching: Teaching as defined in Article 16.02 a)

Teaching Dossier: A teaching dossier is a summary of the scope and quality of the Teaching Faculty Member's Teaching.

(Teaching Faculty) Member**:** A (teaching) faculty member included in the bargaining unit defined in Article 2.01

University**:** The University of Ontario Institute of Technology

Wages**:** Regular salary earnings inclusive of any additional earnings and stipends

Article 4 – Management Rights

4.01 The Employer retains the exclusive right to manage the University which includes policy formulation and execution, except to the extent modified by the terms of this Collective Agreement and provided this right is exercised in a fair, reasonable and equitable manner.

Article 5 – Rights and Privileges of the Association

5.01 The Association shall have access and/or permission:

- to bulletin boards of reasonable dimensions.
- to the internal postal service of the University.
- to a publicly accessible Internet space to post messages.
- to transact official business of the Association with employees or with official representatives of the University on the Employer's property at any time.
- to book and use University premises as meeting rooms on the same basis as University users.
- to use University computer and audiovisual facilities on the same basis as University users, subject to availability. The Employer will allow the Association to use University telephones with charges for long distance calls paid by the Association.
- to hold meetings and to sponsor educational functions such as lectures, seminars, and workshops for members of the UOIT community on the University premises subject to the administrative regulations in force from time to time with respect to the scheduling of meeting and lecture facilities.

5.02 The President of the Association and a second member of the Association, designated by the Association, shall have observer status at the open portions of meetings of the Board of Governors and the Academic Council of the University. These representatives will receive the notice and documentation pertaining to the open portion of such meetings that are circulated to members of these bodies.

5.03

a) The Employer shall provide the Faculty Association adequate secured office space in an appropriate location on the north Oshawa location, working phones and Internet at no charge to the Faculty Association.

b) The Employer shall provide one (1) course release per year for the Faculty Association to allocate to a Teaching Faculty Member who serves as an executive member of the Faculty Association.

c) During bargaining years, the Employer shall provide one (1) course release for the Chief Negotiator for each Academic Term of bargaining. If the Chief Negotiator is not a Teaching Faculty Member, then the release shall be provided to another Teaching Faculty Member on the bargaining team.

d) The Faculty Association may purchase up to two (2) additional course releases per year at the minimum overload rate.

e) A course release is a three credit course or equivalent. The Teaching Faculty Member will meet with his/her Dean to determine which element(s) of his/her workload comprise this reduction. With the mutual agreement of the Teaching Faculty Member and the Dean, the equivalency may include the reassignment of Service/Other.

f) The Faculty Association shall advise the Employer of the allocation of (a) course release(s) at least three (3) months prior to the Academic Term in which the release will commence. In the event these allocations need to change, the Faculty Association shall give as much notice as possible.

g) No Teaching Faculty Member shall hold more than one (1) Faculty Association release per Academic Term, with the exception of the Chief Negotiator.

Article 6 – Dues Deduction

6.01 The Employer agrees that, commencing the month after the execution of this Collective Agreement, it will deduct from the wages of all Teaching Faculty Members, and remit to the Association, an amount equal to the regular dues of the Association.

6.02 The Association shall advise the Employer as to the amount of its regular dues from time to time. If the amount of its regular dues changes during the life of this Collective Agreement, the Association shall advise the Employer of the revised amount of dues and provide the University with at least thirty (30) Calendar Days' notice for the Employer to implement the revised dues deduction.

6.03 The Employer shall remit dues deducted from Teaching Faculty Members on a monthly basis and shall provide the Association with a monthly reconciliation statement listing the names of the Teaching Faculty Member from whom dues have been deducted, the amount of the dues deducted and the wages of each Teaching Faculty Member. The dues shall be remitted no later than the second last business day of the month through electronic transfer of funds. A late payment charge of 2% compounded monthly (26.8% annually) shall be applied to any unpaid amount, prorated on the length of the delay.

6.04 The Association agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions

made or payments made in accordance with this Article unless the claim or liability arises from a breach of legal or accounting principles by the Employer.

Article 7 – No Strike or Lock-Out

7.01 There shall be no strike or lockout during the term of this Collective Agreement. The words “strike” and “lockout” shall be as defined in the *Labour Relations Act* for the Province of Ontario.

Article 8 – Correspondence

8.01 Unless otherwise specified in the Collective Agreement, all correspondence between the Association and the Employer arising out of this Collective Agreement or incidental thereto shall pass between the President of the University and the President of the Association or their delegates.

8.02 The Employer shall provide the Association, through the Association President, the following information in a mutually agreed-upon paper and/or electronic format within the timeframe indicated:

a) By July 15 of each year, a list containing the name, category of appointment, year of appointment, University address, home address, gender, salary, Faculty, highest degree attained, and year of highest degree attainment for each Teaching Faculty Member.

b) Within fifteen (15) Calendar Days of the end of each month, except June, an update, giving the same information as in 8.02 a) for all Teaching Faculty Members who have been hired in the previous month, including a copy of the letter of offer for each such Teaching Faculty Member.

c) Within fifteen (15) Calendar Days of the end of each month, a listing of the names of all Teaching Faculty Members who in the previous month have changed status, with a reason for each change. The effective date of each of these events will also be listed.

d) By July 15 of each year, a list of all Teaching Faculty Members who have an approved leave planned or an agreed reduced workload as per Article 16.05 for the upcoming Academic Year.

e) At the time of release, a copy of all official press releases made by the Employer.

f) At the time of release, a copy of all public representations or briefs made by the Employer to government bodies.

g) Within one (1) month of completion, a copy of the Employer's final approved budget and a copy of the Employer's audited financial statement.

h) By October 15 and February 15 of each year, a list of all courses taught at UOIT for the current Academic Term, with the following information identified; subject and course number, section title, course section, CRN, number of students in the class and, if the course is taught by (a) Teaching Faculty Member(s), the name(s) of the Teaching Faculty Member(s).

i) By September 15 and March 15 of each year, current organizational charts of the Provost's Office and each of the units reporting to the Provost's Office.

8.03 Dated Written Communications

a) Dated written communications required under this Collective Agreement, unless otherwise specified, shall be sent to the recipient's University email address, followed by a hard copy through the University internal mail service. Dated written communications will be deemed to have been received on the Day after the email was sent. Timing for responses subsequent to a dated written communication will count from the Day following the date of deemed receipt.

b) Any time limits in this Collective Agreement may be extended by written agreement between the Parties to the communication.

Article 9 – Joint Committee

9.01 The Parties agree to maintain a Joint Committee consisting of three (3) Teaching Faculty Members, one (1) representative of the Association, and four (4) representatives of the Employer. The Joint Committee shall meet at least twice each term during the Academic Year. In addition, the representatives of either party to this Collective Agreement may call a meeting of the Joint Committee on seven (7) Days written notice. Quorum for any meeting of the committee is participation of a minimum of three (3) of its Association members and three (3)

of its Employer representatives. The representatives of either party may place items on the agenda in advance of each meeting. The Joint Committee shall have two (2) co-chairs – one (1) each from among its Association Members and from among the Employer representatives. Individual meetings will be chaired alternately by the two (2) co-chairs of the Committee.

9.02 The Joint Committee is empowered to review matters arising from the administration, interpretation and operation of the Collective Agreement and other matters of mutual concern. The Joint Committee shall not be empowered to address any matter which is the subject of a current grievance under the Grievance and Arbitration provisions of this Collective Agreement and during periods when the Parties are negotiating a renewal of the Collective Agreement, the Joint Committee shall not address any matter which is currently being renegotiated to be part of the new Collective Agreement.

Article 10 – No Discrimination or Harassment

10.01 The Parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced toward any Teaching Faculty Member in respect to his/her employment by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability as these terms are defined by the Ontario Human Rights Code. The Parties further agree that there shall be no discrimination interference, restriction, or coercion exercised or practiced toward any Teaching Faculty Member in respect to his/her employment by reason of his/her membership or activity or non-activity in the Association, or any activity pursuant to the principles of Academic Freedom.

10.02 The Parties agree that there shall be no harassment in the workplace. Harassment includes behaviour that is intimidating, threatening, offensive, degrading, humiliating or insulting by a person in the workplace, where the person knows, or reasonably ought to know, that the behaviour is likely to create an intimidating or hostile workplace environment.

10.03 The Parties agree that there shall be no sexual harassment in the workplace. Sexual harassment is defined as comments or conduct of a sexual nature directed at an individual or group by another individual or group of the same or opposite sex where it is known, or reasonably ought to be known, that the comment or conduct is unwelcome.

Article 11 – Grievance Process and Arbitration Procedure

11.01 General

a) The Parties will make every reasonable effort to resolve disputes arising from this Agreement promptly, justly, and equitably.

i. Unless otherwise stated in an offer of settlement or a settlement, all offers of settlement and settlements are without prejudice or precedent with respect to any other matter arising under this Agreement.

ii. There shall be no reprisals of any kind taken against any Teaching Faculty Member because of the Teaching Faculty Member's participation, or lack thereof, in the grievance process and arbitration procedure under this Agreement.

iii. The Association shall have carriage of all grievances. No grievance may proceed to Step 1 unless it has been assumed by the Association.

11.02 Definitions

a) A grievance is any dispute or difference between the Parties that has not been resolved informally (as described in Article 11.05) arising from the application, interpretation, administration, or alleged violation of this Collective Agreement, including any question as to whether the matter is arbitrable.

b) For the purposes of interpretation of this Article, the meaning of "circumstance" shall include the occurrence of those specific facts that give rise to the disputed application, interpretation, administration, or alleged violation of this Collective Agreement, including any alleged failure to apply or administer this Collective Agreement.

11.03 Types of Grievance

a) An individual grievance is a grievance initiated by the Association on behalf of an individual Teaching Faculty Member, who is solely affected. Only one (1) grievance concerning the same circumstance will be recognized. Where grievances are similar, the Parties may agree to make the necessary arrangements to hear the grievances as a group grievance.

b) A group grievance is a grievance involving the same issue in dispute initiated by the Association on behalf of two or more Teaching Faculty Members, who are similarly affected. The grievance shall name the Teaching Faculty Members who are included in the group.

c) A policy grievance is a grievance initiated by either Party involving the interpretation, application or alleged violation of this Collective Agreement that has implications generally for Teaching Faculty Members. A policy grievance cannot be initiated when the substance of the grievance could have been initiated as an individual grievance. A policy grievance by the Employer can only name the Association. Policy grievances shall be filed at Step 2 of the grievance process.

11.04 Time Limits

a) Any time limits in this Article may be extended by agreement between the Parties in writing.

b) If the grieving Party fails to act within the time limits set out at any of the steps of the grievance process and/or arbitration procedure, and has not within that period requested and been granted an extension of time, the grievance will be considered abandoned or resolved on the basis of the responding Party's last response, as the case may be.

c) If the responding Party fails to reply to a grievance within the time limits set out at any of the steps of the grievance process and/or arbitration procedure, and has not within that period requested and been granted an extension of time, the grieving Party may submit the grievance to the next step of the grievance process or arbitration procedure, as the case may be.

d) One or more steps in the grievance process may be omitted upon the written agreement of both Parties.

11.05 Pre-grievance Informal Resolution

a) It is the mutual desire of the Parties that the issues, concerns and complaints be addressed as quickly as possible. Accordingly, it is preferable that (a) Teaching Faculty Member(s) bring such matters to the attention of his/her/their Dean, as soon as possible after becoming aware of the matter, to allow an opportunity for resolution before engaging in the grievance process. Similarly, the Dean shall

address such matters raised with him/her as expeditiously as possible. The Teaching Faculty Member(s) raising such matters have the right to have an Association representative present at a meeting addressing such matters.

b) Instead of the informal procedure set out in Article 11.05 (a), the Teaching Faculty Member(s) has/have the right to contact the Association directly to raise an issue on his/her/ their behalf. The Association may raise an issue on behalf of (a) Teaching Faculty Member(s) with Human Resources within ten (10) Days of when the Teaching Faculty Member(s) knew or reasonably ought to have known of the circumstance(s) giving rise to the issue. These Parties may resolve the issue or make suggestions that may resolve the issue.

c) Human Resources shall respond to an issue raised under Article 11.05 b) within ten (10) Days of it being brought forward by the Association.

11.06 Grievance Process

a) Step 1

i. A grievance must be filed with the Teaching Faculty Member's(s') Dean in writing within thirty (30) Days of when the Teaching Faculty Member(s) knew or reasonably ought to have known of the circumstance giving rise to the grievance. For clarity, this period shall include any time spent using the process set out in Article 11.05 a) or b).

ii. The grievance shall set out the details of the circumstance giving rise to the grievance, specify the Article(s) which allegedly has or have been breached, and identify the remedy sought.

iii. The Dean, who may be accompanied by another representative of the Employer, shall meet with an Association representative and the Teaching Faculty Member(s) within ten (10) Days from the receipt of the grievance.

iv. The Dean shall forward his/her written decision to the Association with a copy to Human Resources within five (5) Days of such meeting.

v. If the Grievance is resolved at Step 1, such settlement shall be reduced to writing and signed by the Association representative and the Dean within five (5) Days after the Step 1 meeting or the response of the Dean, as the case may be.

b) Step 2

i. A grievance filed at Step 2 shall be submitted in writing to the Provost through Human Resources, or in the case of a University policy grievance, to the President of the Association.

a) Failing a resolution at Step 1, a grievance may proceed to Step 2 within five (5) Days of receipt of the decision at Step 1.
b) A grievance arising under Article 23.02(d) must be filed within ten (10) Days of the Dean's decision under Article 23.01(f).
c) Policy grievances initiated at Step 2 must be filed within fifteen (15) Days of the date upon which the submitting Party knew or ought reasonably to have known of the circumstance giving rise to the grievance.

ii. The Provost, who may be accompanied by another representative of the Employer, shall meet with an Association representative and the Teaching Faculty Member(s) affected within ten (10) Days from the receipt of the grievance.

iii. The Provost shall forward his/her written decision to the Association with a copy to Human Resources within ten (10) Days of such meeting.

iv. If the grievance is resolved at Step 2, such settlement shall be reduced to writing and signed by the Association representative and the Provost within ten (10) Days after the date of the Step 2 meeting or the response of the Provost, as the case may be.

v. In the case of a University policy grievance, the President of the Faculty Association shall within ten (10) Days after the date of the last meeting forward his/her written decision to the Provost with a copy to Human Resources.

vi. The Provost shall advise the Faculty Association within ten (10) Days of receiving its decision under v. whether or not the grievance can be considered resolved on the basis of its decision.

vii. In the event that arbitration is commenced under Article 23.02 d) and the arbitration hearing date is scheduled prior to completing Step 2, the arbitration hearing date shall take precedence over completion of Step 2.

11.07 Arbitration Procedure

i. If the grievance is not resolved at Step 2 of the grievance process, and either Party wishes to proceed, the matter must be submitted to arbitration within fifteen (15) Days of the Step 2 response.

ii. The Parties shall select one arbitrator from the list of arbitrators in Appendix "C" of this Agreement. Unless otherwise agreed, arbitrators shall be selected on a rotating basis from the list.

iii. Alternatively, the Parties, by mutual agreement, may agree that the grievance will be referred to a Board of Arbitration. The Parties shall then exchange names of their respective nominees to a Board of Arbitration within ten (10) Days of first being notified of the desire to proceed to a Board of Arbitration. The two (2) nominees shall then attempt to select a third person as a chairperson for the Board of Arbitration. If they are unable to agree on a chairperson within ten (10) Days of their appointment to the Board of Arbitration then either party shall have the right to request that the Ministry of Labour appoint a chairperson for the Board of Arbitration.

iv. An arbitrator or Board of Arbitration has the powers of an arbitrator under the Ontario Labour Relations Act, but shall not have the power to alter, amend, add to or subtract from this Collective Agreement or to render a decision inconsistent with its terms.

v. A decision of an arbitrator or Board of Arbitration shall be final and binding on the Parties.

vi. Each Party shall pay fifty percent (50%) of the fees and expenses of the single Arbitrator or Chairperson for the Board of Arbitration, as the case may be. In the case of a Board of Arbitration, each Party will also pay the fees and expenses of its nominee.

vii. Any grievance initiated or in process during the statutory extension between the expiry date of this Collective Agreement and the ratification of a new Collective Agreement between the Parties may proceed to arbitration under the terms of this Collective Agreement.

Article 12 – Health and Safety

12.01 The Parties recognize their responsibilities under the Ontario Occupational Health and Safety Act to provide an environment that protects the health and safety of Teaching Faculty Members as they carry out their work responsibilities.

12.02 The Association shall have the right to appoint at least one (1) Teaching Faculty Member to any duly recognized safety-related committee on any location of the University.

Article 13 – Working Environment

13.01 The Employer acknowledges its responsibility to provide and maintain facilities, services and general working conditions which support employees in the effective discharge of their responsibilities.

13.02 The Employer will make every reasonable effort to provide a private office for each Teaching Faculty Member. If the Employer is not able to provide a private office for a Teaching Faculty Member, the Employer may require the Member to share office space.

13.03 If a Teaching Faculty Member is required to absent his/her office for the duration of a leave, as addressed in Article 27, the Dean will arrange with the Teaching Faculty Member reasonable storage and assistance for the purposes of the move.

Article 14 – Academic Freedom

14.01 UOIT regards Academic Freedom as indispensable to the pursuit of knowledge. The freedom to define research questions, to engage in research, to pursue the answers with rigor, and to disseminate knowledge resides at the core of the University's mission. Accordingly, Academic Freedom is the right of every Teaching Faculty Member. The Employer expects its Teaching Faculty Members to exercise this freedom with integrity and with due regard for the rights and freedoms of others.

Article 15 – Appointments

15.01 All Teaching Faculty Members initially shall be appointed as a Lecturer or Senior Lecturer.

15.02 A Lecturer's limited term appointment will normally have an initial three (3) year probationary period.

15.03 Appointment Process

a) The Provost, in consultation with the Dean, shall determine when a vacant position exists and the academic discipline and/or specialties of the position. The Dean shall determine the experience, qualifications and any professional credentials or designations required of the candidate and prepare a posting for the position. The posting shall include:

   i. a description of the position to be filled;
   ii. the qualifications required of a candidate;
   iii. any special conditions of the position;
   iv. a statement that the candidate will be expected to have skills in the integration of technology into Teaching and to model those skills in their own Teaching in UOIT's web-centric and mobile learning environment;
   v. a statement that the position is covered by this Collective Agreement with a website reference to the Collective Agreement and to the Association;
   vi. the following equity statement: "UOIT is an equal opportunity employer and welcomes applications from qualified women and men, including members of visible minorities, Aboriginal peoples and persons with disabilities."; and
   vii. a statement that "All qualified applicants are encouraged to apply; however, Canadian citizens and permanent residents will be given priority."

b) The position shall be advertised on the University's website. It will normally be advertised on listservs, other websites and/or other venues appropriate to the discipline.

c) The Faculty Association shall be notified via email of Teaching Faculty postings on the date that the position is posted on the University's website.

d) The Dean shall appoint an ad hoc search committee to conduct a search. The Dean shall chair the committee and shall appoint to the committee at least four (4) faculty members, no more than two (2) of whom are Academic Administrators. The committee will be resourced by a non-academic staff member.

e) The duties of the search committee include:

i. using the contacts and networks of its members to ensure that the best possible candidates are identified;
ii. advising the Dean on which candidates to interview. Normally at least three (3) candidates will be interviewed;
iii. determining the most effective means of interviewing the candidates, including the questions to be asked and/or the assignments to be presented;
iv. arranging for any visit to the University and any public presentation(s) to be made by (a) finalist candidate(s);
v. acquiring and considering external references with respect to the fit and ability of (a) candidate(s) to perform the responsibilities of the position;
vi. determining whether any candidate will be recommended to the Provost for hiring. In all hiring decisions the primary criterion is academic and professional excellence; and
vii. recording its attempts to identify qualified Canadians or permanent residents to fill the position.

f) Prior to the interview, the Dean shall send the candidate a letter setting out the interview arrangements, advising the candidate of the Faculty Association's contact information should the candidate wish to arrange to meet with a Faculty Association representative, and providing web links to:

- the Collective Agreement
- the Faculty Association, and
- a description of the pension and benefits plans

g) The Dean may determine to abandon the search at any time and/or determine that no candidate is suitable for the position. In the latter circumstance, the Dean shall determine whether or not a new or revised search process will be undertaken. The Dean shall provide the reasons, in writing, to the Provost, with a copy to the search committee.

h) The Dean shall prepare a written report that provides a ranked list of the candidates that are recommended by the committee, along with reasons for the recommendation(s). This report shall include the extent to which there has been unanimity within the committee on the final recommendation(s) and, if applicable, whether there are dissenting opinions on the final recommendation(s) and those dissenting opinions. The Dean shall provide his/her own recommendation(s) to the Provost in addition to those of the committee.

i) On the recommendation of the search committee and with the approval of the Provost, a Teaching Faculty Member may be hired directly into a Continuing Appointment position as a Senior Lecturer.

j) The requirements of this process may be waived by the Provost to take advantage of a special opportunity. Special opportunities include converting of a current employee, a spousal opportunity or when an opportunity to hire an exceptional candidate comes to the Provost's attention. The Provost shall provide the Association notification and the reason for any special opportunity appointment.

k) Special opportunity appointments shall be referred to a special search committee appointed as in 15.03 d). This committee shall have the duties set out in 15.03 e) iii to vi.

15.04 Appointment Letter

a) After the Provost approves a candidate for hiring, the Dean shall prepare an appointment letter that includes but is not limited to:

i. an initial salary, set by the Dean, which takes into consideration the candidate's experience and qualifications. This salary shall represent a rate inclusive of any adjustments required by this Collective Agreement in the first Appointment Year;
ii. a statement that the appointment is conditional upon verification of the candidate's academic credentials;
iii. the Dean to whom s/he reports
iv. the normal date for the Continuing Appointment review;
v. any requirement that the candidate acquire and/or maintain in good standing certain professional credentials or designations when the failure to have or maintain such credential(s) or designation(s) could be grounds for dismissal;

vi. a statement as to whether the offer is conditional upon the candidate being legally eligible to work in Canada;
vii. a statement that the position is in the bargaining unit represented by the Association, with web references to the Collective Agreement and to the Association; and
viii. a statement that the candidate is expected to model the integration of technology into Teaching in UOIT's web-centric and mobile learning environment.

b) Once an offer of employment has been accepted by a candidate, a copy shall be placed in the Official File and a copy shall be provided to the Association.

15.05 Administrative Appointments

a) The Dean may appoint a Teaching Faculty Member to an administrative position in a Faculty. The Dean of the Faculty will set out the duties of the position with the Teaching Faculty Member.

b) Normally, an academic administrative appointment shall not exceed two (2) years in duration.

c) A Teaching Faculty Member's academic administrative appointment may be renewed by the Dean.

Article 16 – Professional Responsibilities and Workload

16.01 Responsibilities of Teaching Faculty Members

a) Teaching Faculty Members engage in a combination of Teaching and Service/Other.

b) There is no expectation that a Teaching Faculty Member will engage in research as part of his/her employment.

16.02 Teaching

a) Teaching: Whereby Teaching Faculty Members convey information and techniques to students and foster critical and creative thinking.

b) Teaching Faculty Members have an obligation to develop and maintain their scholarly competence and effectiveness as teachers. Teaching Faculty Members have an obligation to continue their professional development to enhance and broaden their professional and teaching ability. This includes but is not limited to:

i. keep abreast of his/her discipline and/or field;
ii. contribute to the development of Teaching and curriculum in his/her Faculty;
iii. be conversant with emerging learning technologies and teaching strategies, and incorporate these where appropriate;
iv. promote student engagement; and
v. support student success.

c) Teaching includes some or all of the following but is not limited to:

i. delivering and coordinating courses; conducting seminars; guiding tutorials; coordinating and supervising laboratories; supervising fieldwork and individual study projects;
ii. developing and revising courses, laboratories, and programs;
iii. preparing and revising teaching and learning materials;
iv. assessing and evaluating assignments, tests, examinations, and other course work;
v. training and supervising the work of teaching assistants, markers, and laboratory technicians;
vi. supervising, advising, assessing, and evaluating students' work, such as theses, projects, practica, placements, capstones, and papers;
vii. supporting and consulting with students outside of class or laboratory time;
viii. participating in the development of teaching methods, programs, or course content;
ix. coordinating with colleagues on synchronizing laboratory and lecture components;
x. developing/coordinating materials in support of accreditation;
xi. co-supervising the academic work of graduate students;
xii. mentoring students;
xiii. professional development on teaching or teaching methods;
xiv. preparing and/or designing laboratory experiments and laboratory manuals;
xv. ensuring safe practices in laboratories;

xvi. setup and maintenance of laboratory equipment for teaching purposes;
xvii. counseling students on their academic progress;
xviii. all other activity in which the Teaching Faculty Member engages for the purpose of student learning.

d) Teaching Faculty Members will provide a detailed course outline for each assigned course to their Dean normally at least three (3) weeks prior to the beginning of each course. All course outlines will incorporate at minimum the components as outlined in the model course outline as approved and included in the Quality Assurance Handbook.

e) The Employer establishes the mode of delivery for Teaching through its established Internal Quality Assurance Process (IQAP). The principal modes of delivery for a standard course at UOIT are face-to-face, hybrid, and fully online.

i. The Employer shall provide at least six (6) months notice of any change to the mode of delivery of a course. The time it takes the Teaching Faculty Member to design the course in the new mode will be taken into consideration in the assignment of workload.

ii. Once the mode(s) of delivery is/are established by the Employer for a course, or a particular section of a course assigned to a Teaching Faculty Member, the Teaching Faculty Member is free to innovate within that mode to establish the best pedagogy using the technologies of instruction available.

iii. The Dean will assist any Teaching Faculty Member to acquire additional skills in any mode of delivery where such skills are required to deliver the course.

iv. If a Teaching Faculty Member believes that a change in the mode of delivery of a course that he/she has been assigned should be changed, he/she shall initiate a discussion with the Dean who will make reasonable efforts to address the concern.

16.03 <u>Service/Other</u>

a) Service/Other: Whereby Teaching Faculty Members contribute operationally to the University as well as to its governance through active and engaged

participation on its collegial and administrative bodies. Service/Other may also include community and professional practice that extends beyond the boundaries of the University.

b) UOIT believes that a great University should reach out to the world. Accordingly, the Employer encourages Teaching Faculty Members to participate in the activities of professional associations, learned societies, or the voluntary practice of the employee's profession, activities which support and/or promote the advancement of research, scholarship, teaching, artistic creation, or professional development.

c) Service/Other may include but is not limited to:

i. chairing and participating on Faculty standing and ad hoc committees;
ii. chairing and participating on University standing and ad hoc committees;
iii. developing academic programs;
iv. directing academic programs;
v. taking an active role in professional associations; including the Faculty Association, and learned societies;
vi. organizing and/or leading conferences, symposia, workshops, short courses, speaking events, public seminars, and other types of professional activities;
vii. taking an active role in community groups that are connected to the Teaching Faculty Member's area of expertise;
viii. representing the University at internal and/or external events and on external organizations;
ix. mentoring colleagues;
x. professional practice;
xi. administering student activities including co-op and community placements, coordinating practica;
xii. advising students;
xiii. administrative work;
xiv. creating and/or compiling documentation for accreditation and/or program review; and
xv. coordination of accreditation efforts.

d) At the request of the Teaching Faculty member and with the approval of the Dean, Service/Other may include:

i. research, which is taken to include the scholarship of teaching;
ii. serving on editorial boards for journals, conferences, conference proceedings;
iii. taking an active role as a reviewer for journals, granting bodies, and refereed conferences and publishers; and
iv. writing textbooks.

e) While community and professional service beyond the boundaries of the University is valued, service must include active and engaged participation in the University's collegial and administrative bodies.

16.04 Workload Assignment

a) The workload of a Teaching Faculty Member shall be 80% Teaching and 20% Service/Other. Deviations from this weighting of up to 15% are permitted to reflect a Teaching Faculty Member's specific activities and priorities, as determined by the Dean in discussion with the Teaching Faculty Member.

b) The Annual Workload Plan for each Teaching Faculty Member shall be assigned by his or her Dean after consultation with the Teaching Faculty Member. The Dean shall then provide each Teaching Faculty Member with an opportunity to respond to his or her tentative assignment before the Dean finalizes the workload assignments. Specific teaching assignments will be finalized before July 1st.

c) If a Teaching Faculty Member encounters difficulty with the workload plan assigned by the Dean he/she shall indicate to the Dean that a meeting is necessary to discuss possible revisions to the plan.

d) The Teaching Faculty Members' Teaching workloads may vary. Workloads shall be consistent with norms in the discipline. In assigning this component of a Teaching Faculty Member's workload and whether there will be any variation in the number of courses, the Dean shall consider the following factors:

i. the experience of the Teaching Faculty Member;
ii. the Teaching Faculty Member's area of expertise;
iii. class size;
iv. the number of separate courses/sections taught by the Teaching Faculty Member;
v. whether the course or lab is team taught;
vi. the number of scheduled contact hours per course;

vii. whether the course is to be delivered in a compressed timeframe (e.g., in the Spring/Summer session);
viii. whether or not the Teaching Faculty Member has ever taught the material before;
ix. whether or not the material or course being taught is newly developed;
x. whether the mode of delivery for the course has been changed;
xi. what is appropriate and reasonable for the discipline;
xii. the number of hours of student counseling/advising;
xiii. the number of undergraduate student projects supervised, capstone students, internships, independent study students, clinical supervisions, and undergraduate thesis students;
xiv. the extent of teaching support provided by teaching assistants, markers, and similar personnel; and
xv. the extent of support provided for designing, setting up, and preparing for Teaching.

e) The Dean shall consider in particular 16.04 d) i), iii), iv), viii), ix), xiv) and xv) in determining the workload assignment of a Teaching Faculty Member in his/her first year of employment at UOIT.

f) If circumstances require the Dean to change the assigned workload less than two (2) months prior to the start of the course, he/she shall meet with the Faculty Member to discuss the appropriate adjustments in light of the factors listed in 16.04 d) above.

g) By agreement between the Faculty Member and the Dean, a Teaching Faculty Member may undertake up to two (2) overload courses per Academic Year for a reduced teaching load assignment no later than the following Academic Year, or for an overload payment.

16.05 Reduced Workload

a) Normally, Teaching Faculty Members shall have full-time appointments.

b) Individual Teaching Faculty Members may enter into a voluntary reduced workload arrangement for fixed periods of time with the agreement of their Dean. While on a reduced workload arrangement, the Teaching Faculty Member's total responsibilities will be lowered to some fraction of a full-time workload, not less than fifty percent (50%). The standard balance of 80% Teaching and 20%

Service/Other commitments may be adhered to, but variations from this mix may also be agreed to by the Teaching Faculty Member. Teaching Faculty Members on reduced workload have the same rights, privileges and responsibilities as other Teaching Faculty Members in all respects except for the prorated workload.

c) A Teaching Faculty Member on a reduced workload may advise his/her Dean that he/she is open to an increased workload. The Dean shall take this into consideration when making future workload assignments. The Teaching Faculty Member and Dean may agree to make such increased workloads temporary for a fixed period of time or permanent.

Article 17 – Performance Review

17.01 Purpose

Performance review is an important method for promoting excellence in Teaching and Service/Other. Performance reviews assist Teaching Faculty Members in meeting their professional duties and responsibilities. Performance review allows for the acknowledgement and recognition of Teaching Faculty Member's professional successes and assists Teaching Faculty Members in setting targets for improvement and career development.

17.02 Annual Review

a) Annual Activity Report: May 1 – April 30

By May 15th, Teaching Faculty Members will submit to their Deans an annual activity report summarizing their achievements in the areas of Teaching and Service/Other for the past review period.

Teaching Faculty Members shall submit an annual activity report on a form supplied by the Dean. The report shall include the following information:

i. Curriculum development;
ii. Course development, including innovation in delivery models;
iii. Teaching responsibilities;
iv. Awards and other honours received;
v. Faculty, Academic Council, and other University service activities;
vi. Contributions to Teaching Faculty Member's profession;
vii. Contributions to Teaching Faculty Member's community and other

forms of external service;

viii. A statement of Teaching Faculty Member's outside creative/ professional practice in the previous year;

ix. An account of the academic activities pursued by the Teaching Faculty Member during the semester in which they were not teaching; and

x. Any other information that the Teaching Faculty Member deems relevant.

b) Review

Deans will provide performance expectations for each Teaching Faculty Member. Each Dean will meet with each Teaching Faculty Member in their Faculty by June 15 to review the Teaching Faculty Member's achievements during the past year on the basis of the previous year's plan for performance expectations and the annual activity report submitted by the Teaching Faculty Member. Following this meeting, the Dean will assess the Teaching Faculty Member's performance for the last year using the process outlined in 17.03.

c) Availability of Resources

The availability of resources provided by the Employer is part of the UOIT context and will be taken into account when assessing Teaching and Service/Other.

d) Planning and In-Year Review

At the annual meeting described in 17.02 b), the Dean and the Teaching Faculty Member will plan the Teaching Faculty Member's work for subsequent years and establish the performance expectations for that Teaching Faculty Member. Performance expectations will be established as part of the workload plan assigned by the Dean as set out in Article 16. Performance expectations will take into account the career stage of the Teaching Faculty Member, the Teaching Faculty Member's discipline and area of expertise, and the requirements of the University. The Dean and the Teaching Faculty Member shall meet during the performance year, as required, to address perceived performance concerns and to make necessary adjustments.

e) In his/her review, the Dean shall take into account any substantial absence during the performance review period due to either a leave as set out in Article 27 or a disability leave as set out in Article 25.05 or Article 25.06.

17.03 Reviewing Teaching Faculty Members Performance:

a) Each Teaching Faculty Member will be reviewed by her/his Dean for each of Teaching and Service/Other. Performance is assessed as unsatisfactory, satisfactory, very good or outstanding. The definitions for these performance assessments are as follows:

    i. An unsatisfactory assessment is for work that does not meet performance expectations
    ii. A satisfactory assessment is for high quality work that meets performance expectations
    iii. A very good rating is for high quality work that exceeds performance expectations
    iv. An outstanding rating is for very high quality work that significantly exceeds performance expectations.

b) For Teaching Faculty Members appointed jointly in two (2) Faculties, the Deans of these Faculties shall consult and prepare an integrated review for each area of professional responsibility.

c) The Dean(s) shall communicate to each Teaching Faculty Member a written statement articulating the performance assessment in each area of the Teaching Faculty Member's professional responsibilities (Teaching and Service/Other). The Teaching Faculty Member has the right to meet with the Dean within five (5) Days of receiving this document to present grounds for revising the assigned performance assessment. The Dean shall carefully consider these reasons and indicate any proposed revisions within five (5) Days.

d) The Dean shall provide a copy of the Teaching Faculty Member's written performance assessment as described in 17.03 c) to the Provost no later than June 30th for inclusion in the Teaching Faculty Member's Official File.

e) The Teaching Faculty Member has the right to add a letter of response or rebuttal to the Dean's assessment, and this letter shall be attached to the Dean's written statement as described in 17.03 c) in the Official File.

Article 18 – Official Files

18.01 General

a) The Employer shall maintain one Official File for each Teaching Faculty Member from the time of first appointment. This file shall be kept in the Office of the Provost. The Provost's office will maintain an inventory sheet for each Teaching Faculty Member's file.

b) A Teaching Faculty Member's Official File shall be treated as confidential.

c) Copies of some or all of the materials found in the Official File may be used for normal administrative purposes. Copies may be filed elsewhere for such purposes. The Human Resources department will maintain separate files necessary for the administration of the Teaching Faculty Member's employment, compensation and benefits.

d) Electronic documents required for inclusion, including e-mails, must be printed in hard copy and placed in the Official File.

18.02 Contents

a) No material shall be placed in a Teaching Faculty Member's Official File which is anonymous or which cannot be supplied to the Teaching Faculty Member as provided in this Article. Any such material which is placed in error in a Teaching Faculty Member's Official File shall be removed from the file as soon as the error is discovered.

b) All material added to the Official File shall show the date of inclusion in the file.

c) The documents and materials to be retained in the file are the following:

i. Initial letter of appointment;
ii. Evidence of degrees obtained;
iii. A curriculum vitae to be provided by the Teaching Faculty Member;
iv. Course evaluations;
v. Performance evaluations;
vi. A Teaching Dossier;
vii. The Teaching Faculty Member's annual reports;

viii. Copies of certificates or records of professional development or achievement;
ix. Continuing Appointment Letter;
x. Material relating to any approved leave of absence;
xi. Material relating to salary changes;
xii. Teaching Faculty Member's comments about documents in the file attached to the relevant document(s);
xiii. Letters of discipline;
xiv. Signed letter(s) of commendation or complaint;
xv. Any other materials, pertaining to the Teaching Faculty Member's employment with the University, included by the Employer with a copy to the Teaching Faculty Member; and
xvi. Any other materials provided by the Teaching Faculty Member for inclusion in the file.

18.03 Teaching Faculty Member Rights/Access

a) A Teaching Faculty Member shall have the right, during normal business hours with two (2) Days' notice, to examine and receive copies of any of the material in his/her Official File.

b) Except as herein provided, no material shall be removed from a Teaching Faculty Member's Official File except by mutual consent of the Teaching Faculty Member and the Dean.

c) No material from a Teaching Faculty Member's Official File will be made available to a third party without the consent of the Teaching Faculty Member, unless:

i. a law requires that the material be provided to a third party in which case the Teaching Faculty Member will be notified,
ii. the provision of specific material is required by a third party for the administration of a benefit plan or pension plan for which the Teaching Faculty Member is entitled, or
iii. this Collective Agreement requires that the material be provided to a third party.

Article 19 – Continuing Appointment

A Teaching Faculty Member normally will have an initial three (3) year probationary appointment. The appointment may be renewed as a Continuing Appointment after a review of the performance of the Teaching Faculty Member. With the approval of the Provost, a Teaching Faculty Member may be hired directly into a Continuing Appointment as a Senior Lecturer.

19.01 Criterion for Granting of Continuing Appointment

Teaching Faculty Members who are candidates for a Continuing Appointment are assessed on their Teaching and Service/Other. Candidates granted a Continuing Appointment must show clear promise of continued contribution through a record of satisfactory Teaching and Service/Other.

19.02 Timing of the Review

a) The Dean shall contact the candidate to initiate the review process and arrange a meeting that shall take place by May 15 of his/her penultimate probationary year. The Dean shall review the requirements of this Article at the meeting.

b) Any candidate who has taken maternity, adoption or parental leave or a period of reduced responsibility following the birth or adoption of one or more children, shall have the Continuing Appointment process postponed for a period of one (1) year for each such leave or period.

c) At the discretion of the Provost, a candidate may have his/her probationary appointment extended and his/her Continuing Appointment process postponed on condition of exceptional personal or professional circumstances.

19.03 The Review Committee

a) The Dean of the Faculty shall appoint a Review Committee which s/he shall chair, consisting of at least two faculty members from the Faculty. At least one of these faculty members must be either tenured or a Senior Lecturer or Master Lecturer.

b) The Dean shall provide, in writing, a list of the names of the members proposed for the Review Committee for the candidate by January 15th with the request that the candidate communicate, in writing, to the Dean, any objection(s) concerning any member of the Committee within five (5) Days, stating the reason for the objection(s). The Dean, after considering the candidate's response to the

proposed membership of the Review Committee, shall take appropriate steps to resolve any objection(s).

c) By January 31st, the Dean shall provide the candidate with the names of the Review Committee membership.

19.04 Documentation Supplied by the Candidate

a) By February 1 of the candidate's final year of his/her probationary appointment, the candidate undergoing the Review shall provide to the Dean:

   i. An updated and complete curriculum vitae that includes relevant professional development information;
   ii. A statement written by the candidate that addresses how the criterion for Continuing Appointment has been satisfied. This statement will include two (2) main sections that address the criterion in 19.01. This statement may include, if applicable, availability of resources and the impact on Teaching and Service/Other;
   iii. A Teaching Dossier; and
   iv. Any other information the candidate believes will be useful to the Review Committee.

b) The Dean shall provide the documentation set out in Article 19.04 a) to the Review Committee.

c) The candidate's Official File, excluding any disciplinary letters, shall be made available to the Review Committee.

19.05 The Continuing Appointment Assessment

a) In addition to the documentation provided in 19.04 the members of the Review Committee will spend some time observing the candidate's Teaching activity as well as visiting the online components for courses and reviewing course materials.

b) The Review Committee shall assess whether the candidate has satisfied the criterion for a Continuing Appointment in 19.01.

c) All members of the Review Committee shall make a judgment in an unbiased manner and in conformity with the requirements of this Article.

d) The Review Committee shall make its recommendation solely on the evidence before it and may recess to consider the evidence and whether additional information is required.

e) If additional information is required, the Chair shall make a request to the candidate in writing. The candidate shall have five (5) Days from the date of the request to provide the additional information to the Chair.

f) In the event of a proposed negative recommendation by the Review Committee, the Review Committee shall recess and provide the candidate with a written statement of specific reasons for the proposed recommendation, and an invitation to respond to the statement in writing within ten (10) Days, and at the candidate's option, orally. In the case of an oral response, the candidate shall have the right to have an Association representative present when making his/her presentation. The Review Committee shall have a final meeting to record its recommendation.

g) The Review Committee shall produce a written recommendation. In the case of a negative recommendation, the Review Committee shall include its reasons in the written recommendation.

h) The Dean shall provide the written recommendation of the Review Committee to the candidate and to the Provost normally by March 31. The Dean shall also provide the documentation from Article 19.04 a) and any additional information under Article 19.05 if applicable, to the Provost.

i) The Provost shall consider the Review Committee's recommendation and the documentation and shall inform the candidate of his/her decision within ten (10) Days of receiving the Review Committee's recommendation.

j) If the Provost's decision is positive, the candidate shall be granted a Continuing Appointment, effective July 1.

k) After being granted a Continuing Appointment, the candidate's title shall be changed to "Senior Lecturer".

19.06 Appeal Process

a) An unsuccessful candidate for Continuing Appointment under Article 19.05 i) may appeal the decision by writing to the Provost within ten (10) Days after being informed of the decision. The grounds of the appeal must be specific and must involve:

i) an alleged violation of the Article 19 procedures; and/or

ii) an allegation that the candidate's Teaching and/or Service/Other has/have not been evaluated fairly.

b) The Provost shall appoint an ad hoc Appeal Committee consisting of a tenured faculty member with the rank of Professor, other than the candidate's Dean, and two faculty members, one of which is a Senior Lecturer not on the original Review Committee.

c) The Chair of the Appeal Committee shall arrange a meeting with the Committee to occur as soon as possible, normally within twenty (20) Days of the Appeal Committee being formed. The Appeal Committee shall meet with the candidate and his/her Dean. The candidate may invite a representative of the Association to attend.

d) The Appeal Committee shall consider the evidence provided by the candidate in support of his/her appeal and review any documentation the Appeal Committee deems relevant.

e) The Appeal Committee shall produce a written recommendation, including reasons, as soon as practically possible. A copy of the recommendation shall be provided to the candidate, his/her Dean and the Provost.

f) The Provost shall consider the Appeal Committee's recommendation and shall inform the candidate of his/her decision within ten (10) Days. If the Provost's decision is positive, the candidate shall be granted a Continuing Appointment, effective July 1, and the candidate's title shall change to "Senior Lecturer".

19.07 Termination Date

a) If the decision under Article 19.05 i) is negative then the candidate's appointment shall be terminated effective June 30.

b) If the Provost's decision under Article 19.05 i) and/or in the case of an appeal, Article 19.06 f) has not been made by May 31st, the termination date in Article 19.07 a) shall be extended to the last day of the month after the month in which the Article 19.05 i) decision is made, and, in the case of an appeal, the Article 19.06 f) decision is made.

c) A candidate who is denied a Continuing Appointment will receive an amount equal to his/her regular salary, as at June 30, each month during the three (3) months immediately following his/her termination date.

19.08 Grievance of Appeal Decision

a) If a Continuing Appointment is ultimately denied after the processes of Article 19.06 have been exhausted, the Association may file a grievance on behalf of the candidate, commencing at Step 2 of Article 11 of the Grievance Process, within ten (10) Days of the Provost's decision under Article 19.06 f).

b) The grounds of a grievance under Article 19.08 a) are limited to an allegation of a defect in the administration or processes of Article 19.06.

c) Initiating a grievance does not extend the candidate's termination date. The continuing payment under Article 19.07 c) is not extended by the filing of a grievance under Article 19.08 a).

d) A candidate who has submitted an appeal and/or a grievance under this Article shall be deemed to be a member of the Association during the time required for the purposes of the appeal and/or the grievance/arbitration process, despite the(se) process(es) extending beyond the candidate's termination date.

e) An arbitrator appointed pursuant to an Article 19.08 a) grievance shall either deny the grievance or uphold it. If he/she upholds the grievance, he/she will be limited in remedy to quashing the decision of the Provost under Article 19.06 f) and a direction that a newly constituted Appeal Committee be appointed by the Provost to consider the appeal anew.

f) An Appeal Committee constituted pursuant to an arbitrator's decision under Article 19.08 e) will receive all the documentation considered by the initial Review Committee, and a copy of the arbitrator's directions. This Committee will make a final and binding decision, to either award or deny a Continuing Appointment to the candidate, and report this decision in writing to the candidate, the Association, and the Provost.

Article 20 – Promotion to Master Lecturer

20.01 Promotion Criteria

a) The focus of a promotion decision to Master Lecturer is on career accomplishments. To become a Master Lecturer at UOIT, the candidate must combine

i. an established record of excellent Teaching

ii. with a record of high quality Service/Other.

b) In assessing Teaching, the Master Lecturer Review Committee (MLRC) shall take into account the amount of Service/Other undertaken.

20.02 Timing of Promotion to Master Lecturer

a) A candidate for promotion must have spent at least eight (8) years as a Senior Lecturer, at UOIT.

b) Candidates who are denied promotion must wait one (1) Academic Year after a negative decision before reapplying.

c) A Teaching Faculty Member who has begun the process of candidacy for promotion may withdraw his/her candidacy before the MLRC recommendation has been made. Withdrawal can be done only once without prejudice to a later application.

d) The Dean shall forward to the Provost the names and updated curriculum vitae of all candidates who wish to be considered for promotion no later than May 1st of the year prior to the review.

20.03 The Master Lecturer Review Committee

a) The Provost shall appoint a Master Lecturer Review Committee (MLRC), which s/he shall chair, consisting of five (5) faculty members. All of these faculty members must be at the rank of Master Lecturer or, if a tenured faculty member, at the rank of Professor. At least two of these faculty members shall be Master Lecturers (if available).

b) The Provost shall chair the MLRC in a non-voting capacity.

c) Faculty members who have acted as a referee on the candidate's application must absent themselves from the MLRC. Members of the MLRC must absent themselves from cases where they may have a conflict of interest. A Faculty Member's Dean cannot be a member of the MLRC for the Teaching Faculty Member's case.

20.04 Procedures of the Master Lecturer Review Committee

a) The MLRC quorum is the full membership. Meetings shall be held in-camera. The deliberations of the MLRC are confidential, and the votes of individual MLRC members are confidential to the committee.

b) All members of the MLRC shall make a judgment in an unbiased manner and in conformity with the requirements of this Article.

c) Prior to the consideration of candidates, the MLRC shall meet to review the provisions of this Article. This review shall include discussion of the criteria and evidence upon which recommendations are made, and the diverse forms of Teaching and Service/Other that exist across the University.

d) The MLRC shall make its recommendation solely on the evidence before it and may recess to consider the evidence and whether additional information is required.

e) If additional information is required, the Chair shall make a request to the candidate, in writing. The candidate shall have five (5) Days to provide the additional information.

f) The MLRC recommends only that promotion be granted or be denied. The vote shall be by signed private ballot, after which the Chair shall announce how each member voted. A recommendation to grant promotion must be approved by a majority of the members. Abstentions are not permitted.

g) In the event of a proposed negative recommendation, the MLRC shall recess and provide the candidate with a written statement of reasons for the proposed recommendation, and an invitation to respond to the statement, within ten (10) Days of receiving the request, in writing, and at the candidate's option, orally. In the case of an oral response, the candidate shall have the right to have a Faculty Association representative present when making his/her presentation. The MLRC must then have a final meeting to record its recommendation.

h) The MLRC shall make recommendations for promotion to the President.

20.05 Referees

a) Normally, all referees shall be senior academics with the rank of Professor, Master Lecturer, or equivalent.

b) The candidate shall provide the Dean with a list of at least three (3) possible referees. The Dean shall obtain letters of appraisal from at least one (1) referee from this list of nominees.

c) In addition, the Dean shall secure letters of appraisal from at least one (1) referee knowledgeable in the candidate's discipline but no more than the number of referees secured under Article 20.05 b).

d) The documentation provided to the MLRC shall identify which referees were nominated by the candidate and by the Dean, and shall include a statement describing the qualifications of each referee.

e) When inviting prospective referees, the Dean shall include a copy of the criteria for promotion from Article 20.01 as well as Article 16 that outlines the way that Teaching and Service/Other are defined for Teaching Faculty Members at UOIT.

f) All referees shall be provided with the documentation as set out in Article 20.08 a), b) and c). All referees shall asses the candidate's Teaching using the criteria as set out in Article 20.01 a) i) and assess the candidate's Service/Other as set out in Article 20.01 a) ii). Referees shall assess all aspects of a candidate's Teaching and shall do so based on the materials in the Teaching Dossier and may spend some time observing the candidate's Teaching.

g) Referees shall not be asked to make a recommendation either for or against promotion.

h) Referees shall be asked to submit their letters of appraisal by December 1.

20.06 Other Written Evaluations

a) The Dean shall seek written evaluations from members of the relevant Faculty(ies). The Dean shall write to all members of the relevant Faculty(ies) inviting them to write to the Dean with comments on the candidate's performance in Teaching and/or Service/Other. These signed letters shall all be compiled in the promotion file.

b) The Dean may communicate with former students of the candidate requesting letters evaluating the Teaching Faculty Member's Teaching. These signed letters shall all be compiled in the promotion file.

c) The candidate may also ask colleagues and former students for written reviews and include these letters in the promotion documentation. These signed letters shall all be compiled in the promotion file.

20.07 Documentation

The candidate's Official File, excluding any disciplinary letters, shall be made available to the members of the MLRC. In addition to the Official File, the candidate and the Dean are responsible for other promotion documentation as specified in Article 20.08 and Article 20.10.

20.08 Documentation Provided by the Candidate

a) A Teaching Faculty Member who has been determined to be an eligible candidate for promotion under Article 20.02 shall provide to the Dean by August 31:

   i. An updated and complete curriculum vitae.

   ii. A written statement by the candidate that addresses how the candidate has satisfied the criteria for promotion. This statement shall include two (2) main sections that address the Teaching and Service/Other Criteria as outlined in Article 20.01.

   iii. A Teaching Dossier.

   iv. Any other documentation including letters collected by the candidate.

20.09 Opportunity to Respond

a) By December 15, the Dean shall provide the candidate with:

   i. A copy of each referee's letter of appraisal, with identifying information removed;
   ii. Copies of letters from colleagues and students collected by the Dean;
   iii. The Dean(s) assessment(s) of whether the candidate has met the criteria for promotion as set out in Article 20.01.

b) The candidate shall have fifteen (15) Days from the time of receiving the materials provided by the Dean, to provide a written response on the assessments of the referees, colleagues, students and the Dean(s) which shall be included in the promotion documentation for the MLRC.

20.10 Documentation provided by the Dean

By January 15th the Dean shall provide to the MLRC:

a) The Dean(s)' assessment of whether the candidate has met the criteria for promotion set out in 20.01;

b) Letters from the referees;

c) Letters from faculty members and former students collected by the Dean; and

d) The candidate's documentation as provided in Article 20.08 and Article 20.09 b) if applicable.

20.11 The Recommendation

a) The Provost shall convey the MLRC recommendation to the candidate and the President within twenty (20) Days of the recommendation.

b) The MLRC's recommendation to the President shall be accompanied by a complete dossier. The recommendation shall include a summary of the evidence before the MLRC and shall indicate clearly why the recommendation is for or against promotion.

c) The President shall inform the candidate and the MLRC of his/her decision within twenty (20) Days of receiving the recommendation. If the President's decision is different than that of the MLRC, the President will supply written reasons.

d) A promotion shall be effective on the following July 1.

e) On being granted promotion, the candidate's title shall be changed to "Master Lecturer".

Article 21 – Intellectual Property

21.01 Intellectual property will be administered according to the Intellectual Property policy as appended as Appendix "D" to this agreement. For clarity, only the appended version of the policy will apply for this Agreement, even if the Employer changes the policy for other employee groups.

21.02 Notwithstanding the provisions 6.3(a) of the Intellectual Property policy, the University retains the right to negotiate with an intellectual property creator, dependent on factors pertinent to the particular fact situation, a percentage share of commercialization that is of lesser value for the University.

21.03 Disputes that may arise with respect to the outcome of the application of the Intellectual Property policy, and for which the parties are solely the University and a Teaching Faculty Member or Members included in the bargaining unit as set out in Article 2.01, will not be resolved through the Dispute Resolution procedure of the Intellectual Property policy or the Grievance and Arbitration procedure set out in Article 11 of this collective agreement. Such disputes will be resolved through the process set out in Article 21.04. Any dispute with respect to Intellectual Property that involves any other party not covered by the provisions of the Collective Agreement will be resolved using the Dispute Resolution procedure of the Intellectual Property policy.

21.04 Disputes that may arise with respect to the outcome of the application of the Intellectual Property policy, and for which the parties are solely the University and a Teaching Faculty Member or members included in the bargaining unit as set out in Article 2.01, will be resolved as follows:

i. The Teaching Faculty Member will contact the Faculty Association to produce a statement describing the basis for the dispute and the Faculty Association will submit this statement to the Director of Human Resources within a calendar month of the last meeting with, or response from, the University on the matter in dispute.
ii. Within fifteen (15) days of receipt of this statement, the Director of Human Resources will convene a meeting with the Faculty Association and the Teaching Faculty Member and two (2) representatives of the Employer in order to determine whether an informal resolution of the matter can be reached.
iii. Within ten (10) Days of a meeting under (ii) above which fails to achieve a resolution to the matter, the Faculty Association will advise the Director of Human Resources of the name of its nominee to an Intellectual Property Appeal Committee. Failing such notice, the matter will be deemed to have been resolved on the basis of the University's last stated position on the matter.
iv. Within ten (10) Days of receipt of notification under (iii) above, the Employer will appoint a nominee to the Intellectual Property Appeal Committee.

v. The nominees will confer, within ten (10) Days of the appointment of the second of them, to agree on a Chair of the Intellectual Property Appeal Committee who has experience with Intellectual Property matters. Failing agreement on a Chair, the Faculty Association and the Employer will appoint a Chair of the Intellectual Property Appeal Committee.

vi. The Intellectual Property Appeal Committee will have the powers of an Arbitrator under the Ontario Labour Relations Act, but has no jurisdiction to alter, amend, add to or subtract from this Collective Agreement or the University Intellectual Property policy or to render a decision inconsistent with the terms of either of them.

vii. A decision of an Intellectual Property Appeal Committee will be final and binding on the University, the Faculty Association and the intellectual property creator(s).

viii. Each party will pay the fees and expenses of its nominee to an Intellectual Property Appeal Committee and fifty percent of the fees and expenses of the Chair.

21.05 For clarity, if the Employer exercises its right (per section 3.1 of the policy) to "copy, use or modify" a Teaching Faculty Member's material, it is the Employer's responsibility to obtain permissions, for any distributions or publications of that material, from any non-faculty authors with copyright in that material. It is the Teaching Faculty Member's responsibility to identify such authorship.

Article 22 – Redeployment, Layoff, and Recall Procedures

22.01 A Teaching Faculty Member may relinquish his/her appointment through retirement or resignation. Layoff pursuant to this article is not dismissal for cause, under Article 23 (Discipline), and shall not be recorded or reported as such. The Employer may layoff Teaching Faculty Members only for the following reasons:

a) The institution experiences substantial or recurring financial losses which threaten continued functioning of the institution; or

b) The closure of a program for academic reasons pursuant to a recommendation by Academic Council, a change in institutional mandate, substantial or recurring financial losses within a program, or enrollments that have been demonstrably too low to sustain the program.

22.02 Before a Teaching Faculty Member is laid off as a result of conditions under 22.01, the Employer shall make all reasonable efforts to avoid such layoff through attrition or through the redeployment of a potentially affected Teaching Faculty Member to other work assignments for which they possess the necessary skills, qualifications, expertise and experience. The Employer may require a potentially affected Teaching Faculty Member to take reasonable additional training. Costs of such training shall be borne by the Employer.

22.03 The Association shall be given twenty (20) Days' notice of impending layoff prior to notifying a Teaching Faculty Member of a layoff as a result of conditions under Article 22.01. The Employer shall meet with the Association to describe the circumstances of the potential layoff and provide documentation of its efforts under Article 22.02. The Parties may discuss and agree to alternative arrangements that meet the operational needs of the Employer and forestall or eliminate the need for the layoff.

22.04 Failing such agreement under Article 22.03, the Employer shall provide to the Association a list of the Teaching Faculty Members it intends to provide with notice of layoff and proceed with the provision of notice under Article 22.05.

22.05 The Employer shall provide the Teaching Faculty Member with six (6) months' notice of layoff, in writing. The notice of layoff shall set out the layoff date of the Teaching Faculty Member, and shall provide, where possible, specific information on alternative employment arrangements available to the Teaching Faculty Member and options related to recall and severance under Articles 22.14 to 22.17. The period from the date on the notice of layoff up to and including the layoff date shall be the notice period. If the Teaching Faculty Member is not available to receive the notice directly as per Article 8.03, it shall be sent by registered mail to his/her current address on the Employer's file and be deemed to have been received two (2) Days later than the date on the registered mail documentation.

22.06 Where a reduction of (a) Teaching Faculty Member(s) is required, layoff shall take place in the following order:

First: Teaching Faculty Members who do not possess the qualifications, skills, and abilities to meet the continuing program needs.

Second: Teaching Faculty Members without Continuing Appointments in reverse order of seniority.

Third: Teaching Faculty Members with Continuing Appointments in reverse order of seniority.

The Association shall be provided with current seniority lists within each of the categories. If two (2) or more members have equal seniority, the order of layoff shall be decided by lot.

22.07 Seniority for the purposes of Article 22.06 shall be accrued on an institution-wide basis for time in a position as a Teaching Faculty Member.

a) A Teaching Faculty Member shall begin accruing seniority from the date of hire according to Article 15 (Appointments) if their appointment was after June 30, 2012.

b) The seniority of a Teaching Faculty Member who began working for the Employer prior to June 30, 2012 shall be based on the following:
   i. Date of hire as a Teaching Faculty Member;
   ii. A Teaching Faculty Member hired on a reduced workload shall have his/her seniority calculated proportionally;
   iii. Seniority shall continue to be acquired during the following leaves: professional development, maternity, parental, adoption, bereavement, compassionate, compassionate care, court, disability;
   iv. Seniority shall continue to be acquired through all discipline suspensions, appeals, grievances, and/or arbitrations; and
   v. Seniority shall not be acquired during appointments outside the bargaining unit with the exception of an appointment as a member of the UOIT Board of Governors.

c) Loss of Seniority
An Employee shall lose all seniority if s/he resigns his/her appointment or is terminated for cause.

22.08 During the notice period under Article 22.05, the Employer shall continue its efforts to identify an alternative to layoff that meets its operational needs. When any new continuing and/or limited term positions are created or available, the members on impending layoff will be notified.

22.09 The layoff date of a Teaching Faculty Member in receipt of a notice of layoff while on a maternity, parental, LTD or WSIB leave shall be the end of the Academic Term in which he/she returns from the leave.

22.10 While a Teaching Faculty Member is expected to continue to work as assigned during the notice period, the Employer, at its sole discretion, may excuse the Teaching Faculty Member from some or all of his/her work obligations during the notice period.

22.11 A Teaching Faculty Member who resigns or retires during the notice period is not eligible for severance pay under Article 22.16.

22.12 During the notice period, a Teaching Faculty Member shall be afforded reasonable approved absence with pay for the purpose of seeking employment. Requests for such absences must first be made to the Dean and shall not be unreasonably withheld.

22.13 At the end of the notice period, effective on the layoff date set out in the notice of layoff, all Teaching Faculty Members who are in receipt of such notice under Article 22.05 shall be eligible either to be placed on a recall list under Article 22.14 or to accept a severance payment under Article 22.16.

22.14 All laid off Teaching Faculty Members shall have recall rights for two (2) years from the date of the Teaching Faculty Member's layoff. The Employer shall provide the Association with a list of any employees who have been laid off and are on recall status.

22.15 A Teaching Faculty Member shall be recalled to an open position for which he/she possesses the necessary skills, qualifications, expertise and experience. In the event that more than one of the Teaching Faculty Members on the recall list are so qualified, the Teaching Faculty Member(s) shall be recalled in the reverse order of layoff as set out in Article 22.06.

22.16 At the end of the notice period, effective on the layoff date set out in the notice of layoff, all Teaching Faculty Members who are in receipt of such notice under Article 22.05 who have not elected to be placed on a recall list under Article 22.14, or whose recall rights under Article 22.14 have expired without him/her having been recalled, shall receive a severance payment on the basis of one (1) month's base salary per complete year of employment with the Employer at his/her then current salary rate to a maximum of six (6) months' salary. An

employee who refuses a recall for a Teaching Faculty position is not eligible for severance under this Article.

22.17 The Employer shall provide Teaching Faculty Members who elect to accept severance pay at the end of the layoff notice period rather than be placed on the recall list under Article 22.14, or whose recall rights have expired without recall, with a severance letter that sets out the extent of his/her eligibility for any benefits under the Collective Agreement.

22.18 If the employment of a Teaching Faculty Member is terminated for cause, under Article 23 (Discipline), no notice shall be given and no severance shall be paid.

22.19 The Association shall have the right to take all grievances arising from this Article directly to Step 2 of the Grievance Process in Article 11.

Article 23 – Discipline

23.01 Investigation

a) When the Employer is aware of circumstances which, if found to have occurred, may lead to a decision to discipline a Teaching Faculty Member, the Employer shall immediately commence an investigation of the circumstances. Every effort will be made to conclude such an investigation within fifteen (15) Days. The Employer shall take reasonable steps to maintain the Teaching Faculty Member's privacy and confidentiality concerning any such investigation.

b) If the Employer believes at the conclusion of its initial investigation under Article 23.01 a) that there are grounds for potential discipline of a Teaching Faculty Member, the Dean shall continue the investigation.

c) The Dean shall immediately notify the Teaching Faculty Member, in writing, of the need for a meeting and that the subject of the meeting may be discipline and of the Teaching Faculty Member's right to have a representative of the Faculty Association accompany him/her to the meeting.

d) A meeting required under Article 23.01 c) shall take place as soon as possible, taking into consideration the affected Teaching Faculty Member's schedule but, in the normal course of events, no later than three (3) Days from the time of the Dean first notifying the Teaching Faculty Member under Article 23.01 c).

e) At the meeting called under Article 23.01 c), the Dean shall advise the Teaching Faculty Member of the reasons for which discipline is being considered and provide the Teaching Faculty Member with an opportunity to respond. The Teaching Faculty Member has the right to decline this opportunity. If after holding this meeting the Dean decides to pursue the matter, he/she shall provide the Teaching Faculty Member, within five (5) Days of the meeting, with a written description of the allegation and/or evidence presented at the meeting. If the Dean is not pursuing the matter with the Teaching Faculty Member, he/she will advise the Teaching Faculty Member and the Faculty Association, if it is involved, within five (5) Days.

f) The Teaching Faculty Member shall have the right to submit a written response to the written allegation and/or evidence provided by the Dean after the meeting under Article 23.01 e). If the Teaching Faculty Member chooses to exercise this right he/she will so advise the Dean and provide this written response to the Dean within five (5) Days of receiving the Dean's written description, or any longer period mutually agreed. A request to extend this time period will not be unreasonably denied. The Teaching Faculty Member may request to provide his/her written response at a meeting with the Dean.

g) The Dean shall inform the Teaching Faculty Member of his or her decision in writing within five (5) Days of providing the written description under Article 23.01 e) or the due date for the Teaching Faculty Member's written response under Article 23.01 f), whichever is later.

h) If the Dean's decision under Article 23.01 g) is that no discipline is warranted, the Teaching Faculty Member's Official File shall not contain any reference to the Employer's investigation or the subsequent processes and documentation required by this Article.

i) In cases involving a serious and immediate threat to the safety of a person or property, the Provost, pursuant to Article 23.01 a), may remove a Teaching Faculty Member from the workplace with full pay during the investigation of the alleged action or behaviour prior to holding a meeting under Article 23.01 e). The Teaching Faculty Member shall receive a letter advising of the matter being investigated, any restrictions placed on his/her access to individuals or to the University campus, and advising of the right to consult with a representative of the Faculty Association. In these circumstances, the Employer shall proceed as expeditiously as possible with a view to minimizing the period of time of the

removal. Every effort will be made to conclude the investigation within fifteen (15) Days. Should more than fifteen (15) Days be required, the Provost will advise the Teaching Faculty Member and the Faculty Association, if involved. If applicable, within five (5) Days of removing the Teaching Faculty Member from the workplace the Employer will consult with the Teaching Faculty Member about the Teaching Faculty Member's on-going research and will facilitate measures necessary to minimize damage to that research.

23.02 Discipline

a) The Employer shall discipline a Teaching Faculty Member only for just cause. Discipline shall be commensurate with the nature of the cause giving rise to it.

b) Disciplinary measures which may be taken by the University are:
   i. A letter of warning;
   ii. A letter of reprimand;
   iii. A suspension with pay;
   iv. A suspension without pay; or
   v. Termination.

c) A suspension or termination must have the prior approval of the Provost of the University.

d) In the event that a suspension or a termination is grieved, the grievance shall commence at Step 2 of Article 11.06 b) of the Grievance Process. The Arbitration Procedure set out in Article 11.07 may be commenced at the same time in order to expedite it in the event that arbitration is required. Other discipline grievances will commence at Step 1 of Article 11.06 a).

e) If applicable, prior to suspending a Teaching Faculty Member, the Employer will consult with the Teaching Faculty Member about the Teaching Faculty Member's on-going research, as provided for in Article 16.03 and will facilitate measures necessary to minimize damage to that research.

f) Any record of discipline shall be removed from a Teaching Faculty Member's Official File and Human Resources file after two (2) years provided that there is no further disciplinary action initiated under 23.01 a) during the two year period.

Article 24 – Compensation

24.01 Salary

a) No Teaching Faculty Member shall have an annual base salary that is lower than the Salary Floor set out in Appendix "A".

b) A Teaching Faculty Member's base salary can be increased by 4 separate components:

i. Across-the-Board (ATB);

ii. Career Development Increment (CDI);

iii. Achievement Increment(s) (AI);

iv. Promotion Increment.

Each of these components may be applied to a Teaching Faculty Member's salary at the same time or at different times.

24.02 Across-the-Board (ATB)

a) ATB increases are applied to Teaching Faculty Members' base salaries and to the Salary Floor. ATB increases and effective dates are set out in Appendix "A."

b) Effective upon return from an unpaid leave the Teaching Faculty Member shall receive any Across-the-Board increases that became effective during the leave.

24.03 Career Development Increments (CDI)

a) The value for one (1) full CDI is established in Appendix "A".

b) A Teaching Faculty Member whose base salary is less than 2.5 times the salary floor is eligible for one (1) CDI. A Teaching Faculty Member's maximum CDI is the lesser of: one (1) full CDI, or the amount necessary to bring that Teaching Faculty Member's base salary to 2.5 times the salary floor after the application of any ATB and before the application of any Achievement Increment. A Teaching Faculty Member whose assessment on Teaching and Service/Other is satisfactory shall receive one (1) CDI.

c) In the assessment of performance, the Dean shall take into account any substantial absence during the performance review period due to either a leave as set out in Article 27 or a disability as set out in Article 25.05 and/or Article 25.06. In the event that a Teaching Faculty Member has taken a leave during the performance review period to such an extent that a meaningful evaluation cannot be made, the Dean shall substitute the Teaching Faculty Member's previous year's assessment.

d) Professional Development Leaves

Teaching Faculty Members who are on Professional Development Leave in the July to December six (6) month period are assessed at the same time as other Teaching Faculty Members. Teaching Faculty Members who are on a Professional Development Leave for a complete term or more in the January to June six (6) month period will be assessed in November after their performance evaluation as set out in Article 17.02 e). Any CDI will be retroactive to July 1.

24.04 Achievement Increment (AI)

a) There shall be forty (40) Achievement Increments (AI) effective on each of July 1, 2014, 2015, and 2016. The Provost shall distribute these AIs amongst Faculties and the Dean of each Faculty shall distribute them amongst Teaching Faculty Members. It is possible for a Teaching Faculty Member to receive as many as two (2) AI awards in a single year. In determining Achievement Increment awards, the Dean shall take into account the career stage of the Teaching Faculty Member and his/her record of achievement over his/her last three (3) years.

b) The value of one (1) AI shall be as set out in Appendix A.

c) The awarding of an Achievement Increment(s) is not grievable.

24.05 Promotion Increment

a) A Promotion Increment shall be awarded to a Teaching Faculty Member on July 1 of the year in which he/she receives a Continuing Appointment.

b) A Promotion Increment shall be awarded to a Teaching Faculty Member on July 1 of the year in which he/she is appointed as a Master Lecturer.

c) The value of a Promotion Increment shall be one (1) CDI.

24.06 Research Services Contract

A Research Services Contract is any agreement between the University and a third party that includes payments to the Teaching Faculty Member or Members involved in the Contract. The budget in the Research Services Contract shall be negotiated between the Teaching Faculty Member, the third party, and the University. The Employer shall make payments to the Teaching Faculty Member(s) according to the terms of the budget in the Research Services Contract as agreed with the Teaching Faculty Member or Members involved.

24.07 Stipends/Course Releases

a) Teaching Faculty Members who, in addition to their regular duties, are appointed by the Dean as Assistant Deans, Program Directors, Program Coordinators and/or Department Chairs will be paid a stipend or given a course release, at the discretion of the Dean, in accordance with the schedule below:

Appointment Type	Stipend
Assistant Dean	Up to a maximum of $7,500 annual stipend or 1 course release
Program Directors, Program Coordinators and Department Chairs	Up to a maximum of $5,000 annual stipend or 1 course release

b) The Teaching Faculty Member's additional duties for which he/she is receiving a stipend or course release become part of the normal workload expectations of his/her appointment.

c) Stipend payments become part of a Teaching Faculty Member's pensionable earnings but they do not apply to life insurance or long term disability benefits.

24.08 Overloads

a) As outlined in Article 16.04 g) a Teaching Faculty Member may undertake up to two (2) overload courses for an overload payment. By definition, an overload course is in addition to a Teaching Faculty Member's normal workload.

b) The Dean will set the overload payment amount in relation to the nature and demands of the overload work, which will not be less than $7,000.00 per overload course.

Article 25 – Pension and Benefits

25.01 Pension

The University shall administer a defined contribution pension plan registered under the Pension Benefits Act (Ontario).

a) Eligibility

Every Teaching Faculty Member is required to join the plan on the date of hire. Both the Employer and Teaching Faculty Members shall continue to make contributions in accordance with the Pension Plan requirements as set out in this section for those Teaching Faculty Members who have postponed their retirement beyond their Normal Date of Retirement (NDR), which is the June 30th following a staff member's 65th birthday. However, pursuant to the Income Tax Act, Teaching Faculty Members will be required to commence pension benefits no later than the end of the calendar year in which a Teaching Faculty Member attains age 71 or at such date as may be required by the Income Tax Act (the required pension start date).

b) Pensionable Earnings

Pensionable earnings include base salary and stipends, and any variable pay paid by or through the Employer.

c) Member Contributions

Every Teaching Faculty Member shall be required to contribute three percent (3.0%) of pensionable earnings to the plan and may make voluntary contributions of up to a further three percent (3.0%) of pensionable earnings.

d) Employer Contributions

The Employer shall contribute a total of eight percent (8.0%) of pensionable earnings to the pension plan or Health Care Expense Account, with two components:

i. A basic contribution of six percent (6.0%) of pensionable earnings to the pension plan.

ii. A supplemental contribution up to two percent (2.0%) of pensionable earnings in half percent (0.5%) increments. The balance not directed into a Teaching Faculty Member's pension, up to two percent (2.0%) of pensionable earnings, will be directed to the Health Care Expense Account as per Article 25.04.

Each Teaching Faculty Member will make an election each year in advance to direct part or all of his/her supplemental contributions to the Defined Contribution Pension Plan or to the Health Care Expense Account (HCEA).

e) Vesting

Employer and employee contributions to the plan vest immediately.

f) Investment Options

Teaching Faculty Members will direct the investment of both Employer and Member contributions. A wide range of investment options will be offered.

g) The Faculty Association shall appoint a Teaching Faculty Member to the University's Pension and Benefits Advisory Committee.

25.02 Major Medical Plan

The Employer shall establish a Major Medical Plan.

a) The Employer shall pay one hundred percent (100%) of the premiums associated with the Major Medical Plan.

b) Entitlement for major medical benefits shall be governed exclusively by the terms of the Major Medical Plan and shall be determined exclusively by the applicable Insurance Carrier.

c) The responsibility of the Employer in respect of the Major Medical Plan shall be limited solely to the payment of premiums to the Insurance Carrier.

d) The Employer shall have the right to change Insurance Carriers provided that, in the aggregate, equivalent or better coverage is maintained. If the Insurance

Carrier is changed, the Employer shall provide to the Faculty Association proof of coverage upon request.

e) Participation in this program is a condition of employment. Eligible employees must enroll their eligible family members before benefits are provided.

f) Entitlement issues are not subject to the grievance and arbitration provisions of the Collective Agreement and are to be dealt with exclusively by the employee and the Insurance Carrier.

g) An outline of the provisions is attached in Appendix “B.”

25.03 Dental Plan

The Employer shall establish a Dental Plan.

a) The Employer shall pay one hundred percent (100%) of the premiums associated with the Dental Plan.

b) Entitlement for dental benefits shall be governed exclusively by the terms of the Dental Plan and shall be determined exclusively by the applicable Insurance Carrier.

c) The responsibility of the Employer in respect of the Dental Plan shall be limited solely to the payment of premiums to the Insurance Carrier.

d) The Employer shall have the right to change Insurance Carriers provided that, in the aggregate, equivalent or better coverage is maintained. If the Insurance Carrier is changed, the Employer shall provide to the Faculty Association proof of coverage upon request.

e) Participation in this program is a condition of employment. Eligible employees must enroll their eligible family members before benefits are provided.

f) Entitlement issues are not subject to the grievance and arbitration provisions of the Collective Agreement and are to be dealt with by the employee and the Insurance Carrier.

g) An outline of the provisions is attached in Appendix “B.”

25.04 Health Care Expense Account

a) The Employer shall make available $900.00 effective January 1 of each calendar year for employees who are otherwise eligible to receive benefits under the Major Medical and Dental Plans plus any additional amount as directed by the employee in Article 25.01 d) ii.

b) The Health Care Expense Account may only be utilized by an employee for the purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act and are not otherwise covered by the Major Medical and Dental Plans.

c) Entitlement for reimbursement shall be governed exclusively by the terms of the Health Care Expense Account.

d) Any unused allocation in a Teaching Faculty Member's Health Care Expense Account as of December 31 of each calendar year may be carried forward for a maximum of one (1) calendar year after which time the unused balance shall be forfeited. Teaching Faculty Members who are no longer employed by the University will immediately forfeit any unused balance.

25.05 Short Term Disability Benefits

a) A Teaching Faculty Member who is unable to perform his/her responsibilities due to illness or accident is eligible to receive one hundred percent (100%) salary for up to six months, followed by seventy-five percent (75%) of salary for up to an additional six months.

b) At the expiry of this twelve (12) month period, the Teaching Faculty Member is eligible to apply for Long Term Disability under the Employer's plan.

25.06 Long Term Disability Benefits

The Employer shall establish a Long Term Disability Plan.

a) All employees shall be required to participate in the Long Term Disability Plan subject to meeting the eligibility and/or qualifying criteria under the applicable terms of the Long Term Disability Plan.

b) The applicable premium costs associated with the Long Term Disability Plan shall be determined by the Insurance Carrier from time to time.

c) Employees shall pay one hundred percent (100%) of the premiums associated with the Long Term Disability Plan through monthly payroll deductions made by the Employer, who shall remit those premiums to the Insurance Carrier.

d) Entitlement for long term disability benefits shall be governed exclusively by the terms of the Long Term Disability Plan and shall be determined exclusively by the Insurance Carrier.

e) The responsibility of the Employer in respect to the Long Term Disability Plan shall be limited solely to deducting and remitting the premiums to the Insurance Carrier.

f) The Employer shall have the right to change Insurance Carriers provided that, in the aggregate, equivalent or better coverage is maintained. If the Insurance Carrier is changed, the Employer shall provide to the Faculty Association proof of coverage upon request.

g) Entitlement issues are not subject to the grievance and arbitration provisions of the Collective Agreement and are to be dealt with exclusively by the employee and the Insurance Carrier.

h) An outline of the provisions is attached in Appendix “B.”

25.07 Life Insurance

The Employer shall establish a Life Insurance Plan.

a) The Employer shall pay one hundred percent (100%) of the premiums associated with Basic Life Insurance. Employees shall pay one hundred percent (100%) of the premiums associated with Employee Optional Life Insurance and Spouse and Child(ren) Optional Life Insurance.

b) Entitlement for life insurance shall be governed exclusively by the terms of the Life Insurance Plan and shall be determined exclusively by the applicable Insurance Carrier.

c) The responsibility of the Employer in respect of the Life Insurance Plan shall be limited solely to the payment of premiums to the Insurance Carrier.

d) The Employer shall have the right to change Insurance Carriers provided that, in the aggregate, equivalent or better coverage is maintained. If the Insurance Carrier is changed, the Employer shall provide to the Faculty Association proof of coverage upon request.

e) Eligible employees must enroll their eligible family members before benefits are provided.

f) Entitlement issues are not subject to the grievance and arbitration provisions of the Collective Agreement and are to be dealt with by the employee and the Insurance Carrier.

g) An outline of the provisions is attached in Appendix "B."

25.08 Accidental Death and Dismemberment (AD&D) Insurance

The Employer shall establish an Accidental Death and Dismemberment Insurance Plan.

a) The Employer shall pay one hundred (100%) percent of the premiums associated with Basic AD&D Insurance. Employees shall pay one hundred percent (100%) of the premiums associated with Employee Optional AD&D Insurance and Spouse and Child(ren) Optional AD&D Insurance.

b) Entitlement for life insurance shall be governed exclusively by the terms of the AD&D Insurance Plan and shall be determined exclusively by the applicable Insurance Carrier.

c) The responsibility of the Employer in respect of the AD&D Insurance Plan shall be limited solely to the payment of premiums to the Insurance Carrier.

d) The Employer shall have the right to change Insurance Carriers provided that, in the aggregate, equivalent or better coverage is maintained. If the Insurance Carrier is changed, the Employer shall provide to the Faculty Association proof of coverage upon request.

e) Eligible employees must enroll their eligible family members before benefits are provided.

f) An outline of the provisions is attached in Appendix “B.”

25.09 Cessation of Benefits and Post-Retirement Benefits

a) Cessation of Benefits

Teaching Faculty Members who have not reached their normal date of retirement (NDR; age 65) shall be eligible for the benefits set out in Articles 25.02 to 25.08. Teaching Faculty Members who choose to work beyond their NDR shall be eligible for all benefits except for Long Term Disability (Article 25.06) which will cease as of the NDR, Basic Life Insurance and Optional Life Insurance (Article 25.07) which shall cease as of age 69 and Optional Accidental Death and Dismemberment Insurance (Article 25.08) which shall cease at age 71. All benefit coverage shall cease as of the date the Teaching Faculty Member retires or, if still in active employment, on December 31 of the calendar year in which the Teaching Faculty Member turns 71, or such other date as prescribed by the *Income Tax Act*. If the Teaching Faculty Member continues in active employment beyond this date, he/she will be entitled only to a maximum cumulative total of twenty-six (26) weeks of Short Term Disability coverage for all illnesses, and for a HCEA as described under Article 25.09 b).

b) Post Retirement Benefits

When a Teaching Faculty Member retires from employment with the Employer, his/her benefit coverage ceases. When a Teaching Faculty Member who has ten (10) years of service with the Employer, and who is at least 60 years of age, retires directly from employment with the Employer, the University shall deposit $1,000 per annum into the individual’s HCEA for reimbursement of health care expenses as defined by the *Income Tax Act*. This allocation shall be made on a calendar year basis, prorated for the balance of the calendar year in the year in which retirement occurs. Eligibility, entitlement and coverage for reimbursement shall be governed exclusively by the terms of the HCEA. Any unused allocation in such an HCEA as of December 31 of each calendar year may be carried forward for a maximum of one (1) calendar year after which time the unused balance shall be forfeited. Any unused balance in such an HCEA will be forfeited on the death of the retiree.

25.10 Dependent Tuition Assistance Program (DTAP)

a) Effective the first full semester following the completion of six (6) months of service of a Teaching Faculty Member with the Employer, a dependant or spouse of a Teaching Faculty Member may qualify for tuition assistance up to fifty percent (50%) of the tuition for a first year Bachelor of Arts program at UOIT, tenable in any full-time program of study at any recognized post-secondary institution in Ontario. The DTAP benefit is available for a maximum of four (4) years of study.

b) The University shall establish annually a fixed sum of money available for the DTAP. If the value of eligible DTAP applications exceeds the fixed funds available under this program the funds will be distributed equally among all eligible applicants.

c) The Employer will provide the DTAP benefit following the latest program of study withdrawal date in effect at UOIT.

d) The value of the DTAP does not change in instances where the student is the dependant of more than one (1) UOIT employee.

e) To be eligible for DTAP, the dependant or spouse must have paid all tuition and other mandatory fees required by the institution he/she is attending.

f) The DTAP does not apply to dependants or spouses who study on a part-time basis.

g) The dependant or spouse must meet eligibility requirements to qualify for the DTAP benefit. Definitions, processes and requirements will be as set out in the University policy Dependent Tuition Assistance Program (DTAP).

25.11 Staff Development Tuition Reimbursement Program (TRP)

a) A Teaching Faculty Member following the completion of three (3) months of continuous service with the Employer, is eligible for tuition reimbursement valued at 50% of the cost of tuition to a maximum of 50% of the tuition for a first year Bachelor of Arts course at UOIT for undergraduate courses or a first year Master of Science program course at UOIT for a graduate course.

b) Employees may qualify for TRP to a maximum of four (4) Academic Term courses or equivalent per Academic Year.

c) The Teaching Faculty Member shall be reimbursed as set out in 25.11 a) upon successful completion of a course that is either:

    i. A UOIT degree course up to and including the Master's level;
    ii. A diploma or certificate program offered through Durham College; or
    iii. A Bachelor's degree or a Master's degree at a recognized post-secondary educational institution other than UOIT or Durham College.

d) To be eligible for TRP, the Teaching Faculty Member must have completed an individual development plan that has been approved by his/her Dean.

e) Courses should be taken on the Teaching Faculty Member's own time outside of normal working hours. However, if the course in consideration is not otherwise available, one such course at any one time may be taken during working hours if alternative work arrangements are made and upon approval of the Dean.

25.12 Professional Development Allowance

Eligibility

a) All full-time Teaching Faculty Members shall be allocated a Professional Development Allowance (PDA) each Appointment Year as set out in Appendix A. A pro-rated PDA will be allocated to a Teaching Faculty Member joining the University after July 1.

b) A Teaching Faculty Member with a reduced workload will receive a pro-rated PDA.

c) Use of Funds

The funds are designated for use by the Teaching Faculty Member for professional development purposes. Expenses covered by the allowance can include:

    i. dues and membership fees for professional associations;
    ii. computer software and supplies used or consumed in the pursuit of the Teaching Faculty Member's professional development;

iii. travel, including registration, transportation, food and accommodation for the Teaching Faculty Member to attend conferences, field trips, research visits, or workshops consistent with University policies for expense claims;
iv. subscriptions to professional publications;
v. expenses directly associated with current active research or professional programs and other uses, as approved by the Teaching Faculty Member's Dean.

d) All goods purchased through the Professional Development Allowance remain the property of the University. If a member wishes, he/she may purchase these items from the University four (4) years after the purchase date at fair market value.

e) Unspent Balances

PDA accounts shall be made available to the Teaching Faculty Member on July 1. If a Teaching Faculty Member has not spent all of his/her PDA prior to July 1, the unspent allocation shall be made available to that Teaching Faculty Member for two (2) further years or longer at the Dean's discretion.

25.13 Professional Fees

All professional membership fees and dues, excluding the Faculty Association dues, which are required for employment, shall be paid by the Employer on behalf of the Teaching Faculty Members. Eligible Teaching Faculty Members shall advise their Dean of such fees or dues.

25.14 Employee Assistance Program

The Employer will provide access to an Employee Assistance Program for which Teaching Faculty Members are eligible.

25.15 Transportation Between University Locations

Unless the Employer provides a system of complimentary transportation, the Employer shall reimburse Faculty Members in the amount of the Durham Regional Transit cash fare for each one way trip between locations for work-related travel.

Article 26 – Vacation and Holidays

26.01 Holidays

a) The Employer recognizes the following as paid holidays:
   - New Year's Day
   - Family Day
   - Good Friday
   - Victoria Day
   - Canada Day
   - Civic Holiday (currently 1st Monday in August)
   - Labour Day
   - Thanksgiving Day
   - Christmas Day
   - Boxing Day

   and any other holiday declared by the Employer.

b) When a holiday falls on a Saturday or Sunday the Employer will set an alternate day (generally the next Day).

26.02 Vacation

a) Teaching Faculty Members shall be entitled to twenty-five (25) Days of paid vacation annually. Vacation days shall accrue at the rate of one-twelfth of the annual entitlement per month.

b) After ten (10) years of employment with the Employer the Teaching Faculty Member shall be entitled to thirty (30) Days paid vacation annually.

c) At the Dean's discretion, additional vacation entitlement may be assigned.

d) Vacation days will not be carried from one year to another. However, in special situations, and with prior approval of the Dean of the Faculty, vacation days may be allowed to carry over.

e) Teaching Faculty Members are deemed to have taken their vacation entitlement in a given year. Teaching Faculty Members are not entitled to any payout of unused vacation days upon resignation, retirement or other form of termination.

Article 27 – Leaves of Absence

27.01 Unpaid Leave of Absence

a) A Teaching Faculty Member may take an unpaid leave of absence, up to a maximum of twelve (12) months, with approval of the Dean of the Faculty. Leaves in excess of four (4) months also must be approved by the Provost.

b) In considering the leave request, the Dean will take into consideration the impact on the operations of the Faculty.

c) While on an unpaid leave of absence a Teaching Faculty Member receives no salary or benefits. However, while on an unpaid leave of absence a Teaching Faculty Member has the option of paying both, the employee and Employer premiums for major medical, dental, life insurance and accidental death and dismemberment insurance coverage.

d) While on an unpaid leave of absence Employer and employee pension contributions will cease and the Teaching Faculty Member will not be eligible for short term disability benefits or long term disability benefits.

e) In all cases, the Employer expects the Teaching Faculty Member will return to the University at the end of the leave.

27.02 Political Leave

A public elective office shall include Member of Parliament, Member of a Provincial Parliament, municipal (including Regional) councilor, Mayor of a municipality, member of a Board of Education or other office filled by a vote conducted under the Ontario Municipal Elections Act.

a) Campaign

A Teaching Faculty Member seeking public office may make application for a leave of absence without pay during the campaign for election on the following basis:

i. for federal elections; leave for the equivalent of no more than fifty (50) Calendar Days and no less than twenty-eight (28) Calendar Days;

ii. for provincial elections; leave for the equivalent of no more than seventy-four (74) Calendar Days and no less than fourteen (14) Calendar Days;

iii. for municipal elections; normally a leave is not required for campaigning but during the last three (3) weeks prior to polling day some flexibility may be sought in the performance of regular duties.

b) Election

If a Teaching Faculty Member is elected, he/she shall, while serving in the office to which elected, be entitled to a leave of absence on the following basis:

i. Candidates elected to serve in the House of Commons or the Ontario Legislature will normally be granted leave without pay for the life of that Parliament, up to and including polling day for the subsequent Parliament;

ii. If the Teaching Faculty Member is re-elected to serve in successive Parliaments, he/she will be required to apply for a further leave, which will be granted, unless the total number of consecutive years of leave would exceed six (6);

iii. Candidates elected to municipal office normally will not require a leave of absence as the performance of duties can be considered a form of Service. However, any elected official whose civic duties infringe upon his/her University responsibilities should seek an appropriate adjustment of University responsibilities.

c) Should a Teaching Faculty Member continue to serve in public office after the expiry of an Employer granted leave, the Teaching Faculty Member shall be deemed to have resigned his/her University post. Such a resignation does not preclude the possibility of a reappointment by the Employer under conditions satisfactory to all concerned.

d) If, in the assessment of the Dean, the Teaching Faculty Member's performance is being adversely affected by civic duties then the Dean will discuss the matter with the Teaching Faculty Member and make appropriate adjustments to the Teaching Faculty Member's workload. If the Teaching Faculty Member's

resultant workload is less than a full workload, the Teaching Faculty Member's pay will be reduced on a pro rata basis.

e) A Teaching Faculty Member shall be able to return to the University at the same rank and at the same salary rate, adjusted to reflect any Across-the-Board increases that have been implemented during the leave.

27.03 Professional Development Leave of Absence

A Teaching Faculty Member who has attained the Senior Lecturer level may apply to his/her Dean for approval for Professional Development Leave. The decision for granting such a leave request and the terms for such a leave are determined by the Dean.

27.04 Maternity, Adoption and Parental Leave

Maternity Leave

a) Under the Employment Standards Act (ESA), the natural (birth) mother is eligible for an unsalaried leave of up to fifty-two (52) weeks, comprised of a two week waiting period, fifteen (15) weeks maternity leave and thirty-five (35) weeks parental leave.

b) While on maternity leave a Teaching Faculty Member shall be covered by the pension plan based on the pension plan text and the benefit plans as set out in Article 25.

27.05 Parental and Adoption Leave

a) The natural father, or in the case of adoption, either adoptive parent, is entitled to an unsalaried leave of up to thirty-seven (37) weeks, comprised of a two (2) week waiting period and thirty-five (35) weeks leave.

b) The maximum amount of leave under 27.05 a) is reduced by the number of weeks of Parental or Adoption leave taken by the Teaching Faculty Member's partner.

c) A natural father whose partner has taken a maternity leave including a two (2) week waiting period may take a Parental Leave of up to thirty-five (35) weeks with no two (2) week waiting period.

d) While on parental or adoption leave a Teaching Faculty Member shall be covered by the pension plan based on the pension plan text and the benefit plans as set out in Article 25.

27.06 Supplemental Unemployment Benefit (SUB)

a) Upon submission of proof of coverage under Employment Insurance (EI) benefits for Maternity, Parental or Adoption Leave, the Employer will pay the difference between the EI benefit and ninety-three percent (93%) of the Teaching Faculty Member's annual base salary for those weeks for which the EI benefit applies. The Employer will pay ninety-three percent (93%) of the Teaching Faculty Member's annual base salary for the two (2) week waiting period required for an EI eligible leave.

b) Proof of EI coverage is not available until after the Maternity, Parental or Adoption Leave has commenced and hence the Employer SUB payments will be retroactive. Proof of EI coverage must be provided within one calendar month of commencing the leave.

27.07 Bereavement Leave

a) A Teaching Faculty Member shall be entitled to a leave of absence with pay in the event of the death of a member of his/her family.

For an "immediate family" member, five (5) Days of paid leave at the Teaching Faculty Member's regular rate of pay will be provided. Immediate family is defined as the Teaching Faculty Member's spouse, common law spouse, same-sex partner, son, daughter, children of the Teaching Faculty Member's spouse, children of a common law spouse, children of same-sex partner, step-children, ward, brother, sister, father, mother, and step parent(s).

For an "extended family" member, three (3) Days of paid leave at the Teaching Faculty Member's regular rate of pay will be provided. Extended family is defined as the Teaching Faculty Member's father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandmother and grandfather, grandparents of the Teaching Faculty Member's spouse, common-law spouse, or same-sex partner, parents of step-mother and step-father.

b) If bereavement leave is required in the event of the death of a person significant to the Teaching Faculty Member and not specifically named in the definitions listed above, or additional bereavement leave is required in circumstances covered by the definitions listed above, it may be granted up to a maximum of two (2) Days, with the approval of the Teaching Faculty Member's Dean.

c) Where bereavement leave requires extensive travel, at the discretion of the Dean, the Teaching Faculty Member may be given up to two (2) additional Days of paid leave for travel purposes as may be reasonably required.

d) Bereavement leave may be taken at the time of the bereavement and/or in a non-consecutive manner in the event of a later memorial service. A Teaching Faculty Member is expected to give his/her Dean adequate notice in the event of a later memorial service.

e) Additional bereavement leave may be approved by a Teaching Faculty Member's Dean and may include the use of vacation, or any other paid time owing to the Teaching Faculty Member, or, if none is available, unpaid time.

f) A Teaching Faculty Member shall notify his/her Dean in the event of requiring a bereavement leave.

27.08 Compassionate Leave

At the discretion of the Dean, a paid leave of up to three (3) weeks may be granted in compassionate circumstances. No reasonable requests will be denied.

27.09 Compassionate Care and Family Medical Leave

a) The Employer shall grant compassionate care leave, as requested by the Teaching Faculty Member, in accordance with the Employment Insurance Act and Employment Standards.

b) The Employer will pay a supplementary employment benefit as set out in Article 27.06.

27.10 Court Leave

a) Upon written request, a Teaching Faculty Member shall be granted leave without loss of pay when summoned to serve for jury duty or jury selection, or when

subpoenaed as witness to court proceedings to which the Teaching Faculty Member is not a party.

b) Upon return to work, the Teaching Faculty Member shall provide the Employer with written confirmation of the date(s) and time(s) on which he/she served.

c) The Teaching Faculty Member will provide his/her Dean with as much notice as possible of such court proceedings so that alternative coverage can be arranged.

Article 28 – Term

28.01 This Collective Agreement shall continue in force and effect until June 30, 2017 and thereafter shall automatically renew itself for periods of one (1) year each unless either party notifies the other in writing within the period of three (3) months prior to the expiry date of this Collective Agreement that it desires to amend or terminate it.

28.02 If, pursuant to the notice provided in Article 28.01, an agreement is not reached on the renewal or amendment of this Collective Agreement, or the making of a new Collective Agreement prior to the current expiry date, this Collective Agreement shall continue in full force and effect until a new Collective Agreement is signed by the parties or until the conciliation process prescribed under the Labour Relations Act has been completed, whichever date should first occur.

Signed this 12th day of February, 2014.

For the University of Ontario Institute of Technology

Murray Lapp
VP, Human Resources & Services

Brian Campbell
Associate Provost, Dean, Graduate Studies

Krista Secord
Human Resources Specialist
Labour Relations

Brian Cutler
Associate Dean Social Sciences & Humanities

L'naya Hindman
Planning & Budget Officer, Faculty of Science

For the University of Ontario Institute of Technology Faculty Association

Shirley Van Nuland
Chief Negotiator, UOIT
Faculty Association

Maurice DiGiuseppe
Bargaining Team, UOIT
Faculty Association

Ruth Simpson
Bargaining Team Member, UOIT
Faculty Association

Richard Bartholomew
Bargaining Team Member, UOIT
Faculty Association

Appendix "A" – Compensation

Component	July 1, 2014	July 1, 2015	July 1, 2016
Salary Floor	$60,000	$60,000	$60,000
Salary Ceiling	$150,000	$150,000	$150,000
Across the Board (ATB) % increase	0%	0%	0%
CDI	$2,000	$2,000	$2,000
Achievement Increment	$1,000	$1,000	$1,000
PDA	$1,825	$1,900	$1,975
HCEA	$900[1]	$900	$900

[1] HCEA increases to $900 effective January 1, 2014

Appendix "B" – Benefits Coverage

Major Medical Plan

The following table provides a summary of the medical coverage provided for an employee and his/her family through the Employer's Benefits Plan. The medical benefit has been designed to work in conjunction with the Health Care Expense Account (described below).

BENEFIT	COVERAGE
Hospital	100% coverage of the cost of a semi-private room $175 daily maximum
Prescription Drugs (includes drug card)	90% coverage for drugs on formulary 80% coverage for other drugs requiring a Rx $8 dispensing fee cap
Vision	100% coverage; $150 every 2 years
Hearing Aids	100% coverage; $300 every 2 years
Paramedical Practitioners (includes: chiropodist, chiropractor, massage therapist, naturopath, osteopath, podiatrist, psychologist, physiotherapist, speech therapist)	80% up to $300 per year for **each** type of practitioner
Private Duty Nursing	80% up to $10,000 per year
Other Medical Services & Supplies	80% coverage of reasonable and customary expenses
Out-of-Country Emergency	100% coverage of reasonable and customary expenses

Dental Plan

The following table provides a summary of the dental coverage available to an employee and his/her family through the Employer's Benefits Plan. Like the medical benefit, dental coverage has been designed to work in conjunction with the Health Care Expense Account (described below).

BENEFIT	COVERAGE
Preventive and Basic (includes oral exams, x-rays, polishing, scaling, fillings, endodontics, periodontics)	80% coverage
Major (includes crowns, bridges, dentures, inlays/onlays)	50% coverage
Annual Maximum	$1,200 for Preventive/Basic and Major combined
Children's Orthodontia	50% coverage $1,500 lifetime maximum per child
Dental Fee Guide	Current
Recall Exams	Every 9 months

Health Care Expense Account (HCEA)

Each January 1st, the Employer will deposit $750 into a Health Care Expense Account (HCEA) in the employee's name. This amount will increase to $900 effective January 1, 2014. In addition, employees have the flexibility to direct up to two percent (2%) of their pensionable earnings to the HCEA from the Employer's supplemental contribution to the employees' pension plans. Through the HCEA, an employee can pay for eligible health care expenses not fully covered by the UOIT Benefits Plan.

The benefit of using the HCEA to pay for health care expenses is that, by doing so, employees use before-tax contributions from the Employer, rather than their own after-tax income. The money the Employer deposits in an employee's HCEA is not subject to federal or provincial taxes. The HCEA also provides reimbursement for a broader range of health care services such as prescription sunglasses, laser eye surgery, orthodontia expenses above plan maximums, coinsurance amounts, and prescription drugs not covered under the plan. A list of all eligible HCEA expenses are available from Human Resources.

The CRA gives employees a tax break on this account, but an employee has two calendar years to use any money deposited in his/her HCEA or it is forfeited.

Disability Benefits

If an employee is unable to work because of illness or injury, the Employer offers two plans that provide employees with income protection – the short-term disability plan and the long-term disability plan.

Short-Term Disability (STD)

STD pays a percentage of an employee's base salary due to illness or injury, for up to 52 weeks (one hundred percent (100%) of an employee's base salary for the first 26 weeks, followed by seventy-five percent (75%) of base salary for up to an additional 26 weeks).

Long-Term Disability (LTD)

Once an employee's 52 weeks of STD benefits have finished, he/she may qualify for LTD coverage that provides him/her with income protection for the duration of his/her disability. Since employees pay for this coverage any benefits received from the plan are tax free. The formula below is designed to provide eighty-five percent (85%) of an employee's pre-disability **net income** (up to a maximum benefit of $8,000/month).

66.67% of the first $27,000 of your base salary	+	58% of the next $36,000 of your base salary	+	$46% of the balance of your base salary

Life Insurance

The Benefits Plan offers several types of insurance for an employee, his/her spouse and/or child(ren). If an employee chooses employee and/or spouse's optional life insurance coverage, he/she may be required, by the Insurance Carrier, to provide evidence of insurability.

A) Employee Basic Life Insurance

Through the basic life insurance benefits, an employee automatically receives coverage equivalent to:

- One times his/her base salary

The coverage is one hundred percent (100%) paid for by the Employer. The maximum basic life insurance benefit is $250,000.

B) Employee Optional Life Insurance

In addition to the basic life insurance provided by the Employer, an employee can purchase additional life insurance coverage for him/herself that the employee pays for through payroll deductions. The optional coverage available is:

- up to $500,000 of employee optional life insurance coverage in units of $10,000.

C) Spouse and Child(ren)'s Optional Life Insurance

An employee can purchase life insurance coverage for his/her spouse and dependent child(ren). The employee pays for the cost of this coverage through payroll deductions. The optional spouse's and children's coverage available is:

- up to $500,000 of spouse's optional life insurance coverage in units of $10,000
- up to $15,000 of children's optional life insurance coverage in units of $5,000

Accidental Death and Dismemberment (AD&D)

AD&D Insurance provides coverage should an employee or a covered dependent die or become seriously injured as the result of an accident. Through the Benefits Plan, employees have access to AD&D for themselves, their spouse and/or dependent children.

A) Employee Basic AD&D Insurance

Through the basic AD&D insurance benefit, an employee automatically receives coverage equivalent to:

- one times his/her base salary.

The coverage is one hundred percent (100%) paid for by the Employer. The maximum basic AD&D insurance benefit is $250,000.

B) Employee Optional AD&D Insurance

In addition to the basic AD&D insurance benefit, an employee can purchase additional AD&D insurance coverage for him/herself that the employee pays for through payroll deductions. The optional coverage available is:

- up to $250,000 of employee optional AD&D insurance coverage in units of $10,000.

C) Spouse and Child(ren)'s Optional AD&D Insurance

If an employee decides to purchase AD&D insurance coverage for his/her spouse and/or dependent children, he/she would pay for the cost of this coverage through payroll deductions. The optional spouse's and children's coverage available is:

- up to $150,000 of spouse's optional AD&D insurance coverage in units of $10,000
- up to $15,000 of children's optional AD&D insurance coverage in units of $5,000

Pension Plan

The UOIT Pension Plan is a defined contribution plan where the employee and the Employer work together to help build an employee's retirement savings.

How the Plan Works

Contributions by UOIT

Under the Pension Plan, there are two components to the Employer's contribution:

1) A basic contribution of six percent (6%) of the employee's pensionable earnings, and

2) A supplemental contribution of two percent (2%) of an employee's pensionable earnings.

Through the supplemental component of the University's contribution, each year an employee will have the flexibility to decide how to direct part or all of the Employer's two percent (2%) supplemental contribution (in 0.5% increments) to either the Pension Plan or the Health Care Expense Account. The Employer's contributions to the Pension Plan are immediately vested (i.e. an employee immediately owns these contributions).

Under the Income Tax Act, there is a limit on combined employee and employer contributions to the Pension Plan. This limit will change annually and further information is available through Human Resources. Any Employer contributions in excess of this limit will be directed to an account held outside the Pension Plan, known as the Supplemental Retirement Arrangement.

Contributions by the Employee

In addition to the Employer's contribution, each year an employee will be required to make a contribution of three percent (3%) of his/her pensionable earnings to the plan. An employee may also decide to make voluntary contributions to the plan of one percent (1%), two percent (2%) or three percent (3%) of his/her pensionable earnings.

Basic UOIT Contribution		Supplemental UOIT Contribution		Required Faculty Contribution		Voluntary Faculty Contribution		Total
6%	+	0% to 2% (as elected by the employee)	+	3%	+	0% to 3% (as elected by the employee)	=	9% to 14%

Investing Contributions to the Pension Plan

An employee decides how his/her contributions and the Employer's contributions are invested by selecting from a list of investment funds. Sun Life Financial is the administrator of the Pension Plan and will register and track an employee's investment choices.

Receiving Your Pension

When an employee retires or leaves UOIT, he/she will be able to transfer his/her account balance from the Pension Plan to a locked-in retirement account or use his/her balance to purchase an annuity. Any voluntary contributions an employee has made to the Pension Plan are not considered "locked-in" and can be withdrawn or transferred at that time to a non-locked-in investment vehicle.

Appendix “C” – List of Arbitrators

The Employer and the Faculty Association have agreed to a mutually satisfactory list of arbitrators:

William Kaplan

Kevin Burkett

Rick MacDowell

Pamela Picher

Paula Knopf

Appendix “D” – Intellectual Property

Preamble

The university believes that efforts to increase and to communicate knowledge are at the heart of academic endeavors. Often these endeavors will result in the creation of Intellectual Property that may be of benefit to the broader society. In general, the university believes that the creators of intellectual property should retain rights in it in cases where the creators are academic personnel. Normally, when the creators are non-academic personnel, the university will claim all rights to intellectual property because it assumes that it was created in the course of the creators' employment with the university, or was commissioned by the university. The university also believes that significant investments of university funds should not be exploited solely for private gain. Accordingly, the goal of these policies is to encourage the creation of intellectual property, and to facilitate its development and commercialization, while ensuring that the academic freedom and interests of university personnel, and of the university itself, are safeguarded.

Applicability

These intellectual property policies apply to all university personnel who make or develop intellectual property using university support. They also apply, with necessary changes, to external contractors if the terms of their contracts with the university do not specify ownership of the intellectual property produced under the terms of the contract.

These policies do not apply to intellectual property created by independent efforts, in the course of demonstrably private research, or in the course of private consulting activities to outside bodies, when such activities do not involve any substantial use of university support, and where the university has approved such consulting activities.

Definitions

Terms used in these policies are defined in Appendix A.

1. Policy on Ownership and Acknowledgement of Intellectual Property

1.1 Ownership

Subject to the exceptions and limitations herein, the university's policy is that academic personnel should own the intellectual property created by them in the course of their teaching, research and academic work.

Exceptions to the above are as follows:

a) The university retains ownership of intellectual property resulting from projects specifically commissioned by the university.
b) In externally-sponsored or contract research activities, ownership of intellectual property may be determined in whole or in part by regulations of the sponsor or the terms of the contract. University personnel participating in these research activities must be made aware of any such regulations or contract terms by the principal investigator (i.e. the leader of the research project).

The university owns intellectual property created by non-academic personnel in the course of their employment.

1.2 License

To the extent that ownership of intellectual property governed by these policies is vested in university personnel, such intellectual property is subject to a perpetual, non-exclusive, royalty-free, irrevocable license in favour of the university for teaching (including distance and continuing education), research and academic purposes. Such licenses are subject to the exceptions and limitations contained in these policies, including the right of the creator in certain circumstances to require discontinuance of use after five years.

1.3 Responsibilities

One of the responsibilities of researchers is the obligation to ensure that their work is published or publicly disseminated in some manner. At the university, this responsibility is shared by all material contributors to the work. In reporting scholarly research results, all creators of a publication must examine and accept responsibility for its contents, and all members of a research team must ensure that appropriate credit be given for the contributions of all contributors.

1.4 Recognition

Creators of a publication comprise all, and only, those individuals who have made a significant intellectual or scholarly contribution to the work reported, and without whose contribution the work would not be complete. All contributors to research projects and other scholarly works must receive appropriate recognition for their contributions. The order of listing of contributors should follow existing traditions of the discipline. No decisions concerning the publication or licensing of a work may be made without the

unanimous agreement of all the creators. Depending on the nature of a contribution, appropriate recognition may take the form of, but is not limited to, recognition as a creator, or recognition through an acknowledgement or citation. An administrative relationship to the investigator(s) does not merit credit, nor is financial support sufficient on its own to merit such credit.

1.5 Acknowledgement of the University

In reporting their work, university personnel shall acknowledge the University of Ontario Institute of Technology for the support it provided. In the spirit of collegiality, creators of intellectual property are encouraged to recognize the university's support through a financial contribution.

1.6 Use of the University's Name and Marks

In order to protect its reputation, the university must control the use of its name and marks. This requirement is especially important in the context of non-university sponsored commercialization of intellectual property. Under no circumstances may the university be presented, directly or indirectly, as endorsing or warranting a particular product. Accordingly, any use of the university's name or any university-owned mark in connection with any product, service, research project or work, apart from indication of the institutional affiliation of the creator(s), requires explicit written permission from the university's Associate Provost, Research.

For additional information on the use of the university's marks, please refer to the *Guidelines on Use of the University's Marks*, which can be found on the university website.

1.7 Third-Party Rights

University personnel are expected to respect third-party intellectual property rights. This obligation precludes the unauthorized use, reproduction, modification, translation or adaptation of software, photocopied textbooks, and the like, unless permission has been obtained from the copyright holder.

For additional information, please refer to the *Integrity in Research and Scholarship Policy*, which can be found on the university website.

1.8 Collaborative Research

The university encourages researchers to share information and to work in collaboration with others, where this is likely to advance the state of knowledge. Collaboration

agreements between academic personnel and researchers at outside institutions, agencies, and companies must specify, in advance and in writing, how the process by which the rights to intellectual property arising out of the collaboration will be determined. The determination of rights shall be based on the extent and nature of the contribution, and not on differences in power or rank. The rights of students involved in research projects, particularly with respect to recognition and the assignment of grades must be protected. Where university facilities and/or funds administered by the university are involved, the university must be a party to the agreement. Any waiver or modification of rights requires informed consent.

1.9 Further Information

These policies are not intended to provide a general explanation of the legal principles and practical implications associated with intellectual property. For a general explanation, please refer to the *Guidelines on Intellectual Property*, which can be found on the university website.

2. Policy on Copyright and Patents

2.1 Copyright

The general principles regarding copyright in works created by university personnel is stated in Policy 1.1.

In addition to the provisions of Policy 1.1, the university's grant of copyright ownership in scholarly works created by academic personnel in the course of teaching, research and academic activities shall be subject to the condition that the creator(s) shall grant the university a perpetual, non-exclusive, royalty-free, irrevocable license to copy, use and modify such works in teaching (including distance and continuing education), research and academic activities within the university. The creator(s) shall waive all moral rights in the works to the extent necessary to exercise such license rights.

The creator(s) may, however, after five years discontinue the university's license in the works due to the content of the works becoming out-of-date or being in the judgment of the creator acting reasonably, inappropriately used by the university. Evidence of the reasons for discontinuance must be provided by the creator to the Associate Provost, Research. If the discontinuance is denied by the Associate Provost, Research, the creator has the right to appeal such a denial under the provisions of Article 8.

Under special circumstances involving creators' rights to the special and proprietary intellectual content of the works in question, creators have the right to request

exemption of some or all of these works from this provision. If such a request is denied by the Associate Provost, Research, the creator has the right to appeal such a denial under the provisions of Article 8.

2.2 Patents

The general principles regarding Patent rights in Inventions created by university personnel is stated in Policy 1.1.

In addition to the provisions of Policy 1.1, the ownership by university personnel of Patent rights in Inventions created by them shall be subject to the following conditions:

a) The creator(s) shall grant the university a perpetual, non-exclusive, royalty-free, irrevocable license to make, use, and sell such patented or patentable Inventions solely for the university's teaching (including distance and continuing education), research and academic activities.
b) The creator(s) shall keep the university informed about all patent filings in Canada and other countries through annual activity reports or other appropriate means.

3. Policy on Teaching Materials, Computer Software, and Databases

3.1 Teaching Materials

The issue of ownership of teaching materials is especially complex when it involves course content and materials which are a product of academic research, and therefore owned by the faculty member, but the presentation of which is significantly contributed to by non-academic personnel of the university from the Centre of Academic Excellence and Innovation and elsewhere, and is therefore to that extent owned by the university. Accordingly, there is particular need for clear policies and procedures to determine who will share in any benefits resulting from the development and commercialization of such intellectual property.

Notwithstanding Policy 1.1, the grant of ownership of copyright in teaching materials to the academic personnel who create these materials is limited. Copyright ownership of teaching materials, the creation of which was significantly contributed to by non-academic personnel, is shared equally by the creator(s) and the university. In the event that such teaching materials are commercialized, the provisions of Article 6 will apply.

In addition to the provisions of Policy 1.1, the university's grant of copyright ownership in teaching materials shall be subject to the condition that, to the extent the creator(s) have rights in such teaching materials, they shall grant the university a perpetual, non-

exclusive, royalty-free, irrevocable license to copy, use and modify such teaching materials in teaching (including distance and continuing education), research and academic activities within the university. The creator(s) shall waive all moral rights in the teaching materials to the extent necessary to exercise such license rights.

The creator(s) may, however, after five years discontinue the university's license in the teaching materials due to the content of the teaching materials becoming out-of-date or being inappropriately used by the university. Evidence of the reasons for discontinuance must be provided by the creator to the Associate Provost, Research. If the discontinuance is denied by the Associate Provost, Research, the creator has the right to appeal such a denial under the provisions of Article 8.

Under special circumstances involving creators' rights to the special and proprietary intellectual content of the teaching materials in question, creators have the right to request exemption of some or all of these teaching materials from this provision. If such a request is denied by the Associate Provost, Research, the creator has the right to appeal such a denial under the provisions of Article 8.

3.2 Computer Software

Notwithstanding Policy 1.1, the grant of ownership of copyright in computer software to the academic personnel who create these materials is limited. Copyright ownership of computer software, the creation of which was significantly contributed to by non-academic personnel, is shared equally by the creator(s) and the university. In the event that such computer software is commercialized, the provisions of Article 6 will apply.

In addition to the provisions of Policy 1.1, the university's grant of copyright ownership in computer software shall be subject to the following conditions:

a) To the extent the creator(s) have rights in such computer software, the creator(s) shall grant the university a perpetual, non-exclusive, royalty-free, irrevocable license to copy, use and modify such computer software in teaching (including distance and continuing education), research and academic activities within the university. The creator(s) shall waive all moral rights in the computer software to the extent necessary to exercise such license rights.
b) The creator(s) shall provide the university with all source code, object code and relevant documentation, together with all updates thereto from time to time, in respect of the computer software for the purposes of the license rights granted in paragraph (a) above.

3.3 Data and Database Management

Databases created in the course of research may be copyrightable and thus fall under the copyright policy (See Article 2.1).

This Policy is concerned with the ownership of, and the right to use, original data collected or measured in the course of teaching, academic and research activities involving academic personnel. It is not concerned with data from external sources used in research at the university, other than to assert the obligation that publications or theses using such data must recognize and fully document their sources.

Academic personnel have the obligation to protect and preserve, for a reasonable period (defined by the norms of the discipline), and to make available to other scholars and non-commercial users, the data on which their work is based.

Ownership of data assembled by academic personnel in the course of their research may be contentious and, because access to it is important for research and scholarship, ownership shall be jointly held by the university and the creator(s), notwithstanding Policy 1.1, subject to the following conditions:

a) To the extent that the creator(s) have rights in such data, the creator(s) grant the university a perpetual, non-exclusive, royalty-free, irrevocable license to copy and use any or all such data in teaching (including distance and continuing education), research and academic activities within the university.
b) The creator(s) shall make available the resulting data set(s), after completion and publication of the thesis or paper on which the data set is based, to other university personnel for royalty-free, non-commercial use in teaching, research and academic activities within the university.

Notwithstanding the above, all university personnel have the collegial obligation to allow the owner(s) of such data a first opportunity to exploit those data for published work.

Exceptions to these rules are allowed only when the research is subject to confidentiality requirements due to contractual arrangements with a sponsoring agency, to publication delays associated with patent applications, or to university ethics constraints on research involving human subjects or animals which are contained in the Research Ethics Policy and Procedures, which can be found on the university's website. In the case of contractual limitations, all collaborators must be made aware of, and agree in advance to, such constraints.

4. Policy on Contract Research

4.1 Ownership of Intellectual Property in Contract Research

In externally-sponsored or contract research activities, ownership of intellectual property rights may be determined in whole or in part by the regulations of the sponsor, or by the terms of the contract. Consistent with the university's policies on Research, which can be found on the university website, academic personnel must retain the right to publish their work within a reasonable period, and to use the results of the research in subsequent projects, recognising the limitations that may derive from proprietary data, and must adhere to the academic and professional standards of their disciplines. All academic personnel participating in such research activities must be made aware of any ownership stipulations of the contract by the principal investigator, or by any other designated leader of the research project.

Guidelines on reasonable limitations/exceptions are:

a) University personnel entering into a relationship that will limit their enjoyment of normal academic benefits of their research must enter into it with informed consent.
b) Externally sponsored or contract research contracts will be negotiated by the Associate Provost, Research in consultation with the academic personnel proposing to undertake such research activities.
c) In situations where companies or agencies that fund research retain ownership of intellectual property generated by that research, some other academic benefit must be derived. That is, the research must support the generation and dissemination of knowledge in some other way (for example, by funding laboratories that directly support other research). Whether any agreement for sponsored research will result in academic benefit to the academic personnel and the university will be decided by the Associate Provost, Research in consultation with the academic personnel and the appropriate Dean. Decisions of the Associate Provost, Research may be appealed under the provisions of Article 8.
d) It is the responsibility of academic personnel to ensure that the terms of their consulting agreements with third parties, which must have the approval of the Associate Provost, Research do not conflict with their commitments to the university. Each individual must make the nature of her/his obligations to the university clear to any third party for whom she/he expects to consult.

4.2 Confidential Disclosure Agreements

A Confidential Disclosure Agreement [CDA], sometimes referred to as a secrecy, confidentiality or non-disclosure agreement, is used when one party wishes to disclose confidential information to a second party, but wishes the second party to maintain the confidentiality of the information. Non-disclosure provisions can either stand alone as a separate agreement or be incorporated into a broader agreement.

In the event that a corporate sponsor wishes academic personnel to use confidential information, or that academic personnel wish to disclose confidential information, such as a patent application, to a third party, a CDA must be entered into to protect both parties.

All CDAs must be submitted to the Associate Provost, Research for review. If the terms of a CDA extend to other participants in a project or activity, it is the responsibility of the principal investigator to inform all participants of their obligations under the CDA and, if necessary, to develop CDAs for them.

4.3 Material Transfer Agreements

Materials, for example biological materials, are often distributed by scientists to their colleagues for a variety of purposes, such as duplication and confirmation of experimental results or evaluation of the material for alternate uses. Such intellectual property is an important factor in attracting research funding. For this reason, the university will help academic personnel review Material Transfer Agreements [MTAs] and other agreements that arise out of their interaction with industry. All such agreements must be approved by the Associate Provost, Research. In all cases, the university requires researchers to sign an MTA to ensure that these materials are used only for scientific research and not for commercial applications. If the material is being transferred for commercial application, its use shall be governed by a license agreement.

Each MTA requires university authorization and an authorized university signature. academic personnel must enter into an MTA prior to distributing or receiving any such materials.

Because MTAs often contain restrictions on intellectual property and publication, all MTAs must be submitted to the Associate Provost, Research for review. If the terms and conditions of the MTA are unacceptable to the university, the Associate Provost, Research, in consultation with the researcher, will attempt to negotiate other terms acceptable to all parties.

5. Other Types of Intellectual Property

Other types of intellectual property in Canada and other jurisdictions include industrial designs, trade-marks, domain names, integrated circuit topographies, plant breeders' rights and trade secret rights. While different types of intellectual property have different rules and requirements governing their protection, these types of intellectual property follow the same philosophy as outlined in Policy 1.

If you have any questions concerning other types of intellectual property and the university's Policies, please contact the Associate Provost, Research.

6. Policy on the Commercialization of Intellectual Property

6.1 Timely Disclosure

Academic Personnel who have developed intellectual property which they intend to commercialize must inform the Associate Provost, Research in advance, in writing, and in a timely way of their intentions. Such disclosure must include the nature of the intellectual property, the names of all co-creators, the source of funding for the research project out of which the intellectual property emerged, and any other relevant information. At the time of disclosure, the university will inform the creator(s) that they may commercialize the intellectual property themselves, or may offer it to the university to commercialize, and will provide sources of information about those options.

6.2 Commercialization by the Creators

When creator(s) elect to commercialize the intellectual property, they assume responsibility for legally protecting and marketing it, finding a licensee, negotiating a license agreement, and administering that agreement. Any such license agreement must contain full and complete releases and indemnification in favour of the university, with respect to the commercialized intellectual property. Such creator(s) will pay the university 25% of Net Revenues arising from the intellectual property or 10% of Gross Revenue, whichever is greater, on an annual basis.

Any such intellectual property shall remain subject to the license and other rights of the university under these policies.

Where Academic and non-academic personnel are co-creators of an intellectual property and where the university has not waived its ownership rights as the employer of such non-academic personnel, then the university's Associate Provost, Research shall represent the university's interest in all matters related to this intellectual property,

including but not limited to Patents, sale, licensing or any other commercialization activity.

If creators pursue commercialization on their own, the university is not responsible for any legal, development, marketing and other costs they may incur, including patent prosecutions.

6.3 Commercialization by the University

Creator(s), at their option, may offer the intellectual property to the university for commercialization. The university retains the absolute and sole right to determine if it wishes to accept such intellectual property for commercialization.

Before the university accepts any assignment, it may seek a commercial and/or technical assessment. Prior to the university conducting any such assessment, the university shall require the creator(s) to enter into an agreement with the following terms and conditions:

a) If the university accepts the offer, then the creator(s) agree to assign all intellectual property Rights and other rights to the university, including assignments of Patents, if any. The university shall thereafter deal with such rights, including any further assignment to some specialized external agency, as it deems most expedient. The university shall assume sole responsibility and authority for legally protecting and marketing the intellectual property, finding a licensee or buyer, determining the terms of the license or sale, negotiating a license or sale agreement, and administering that agreement. The university shall retain 75% of Net Revenue arising from the intellectual property, and the creator(s) shall receive 25%, payable on an annual basis, unless the university and the creator(s) agree to a fixed percentage of Gross Revenue that is of equal or greater value for the university.
b) If, because of this assessment, the university decides not to act to protect and/or commercialize the rights to the intellectual property, these rights shall be returned to the creator(s).
c) If, the university has accepted the assignment of the intellectual property and if, after a period of two years from the later of the date of such assignment (or if a Patent is involved, the date of issuance of the Patent), the rights to the intellectual property have not been assigned or licensed, they may be, at the creator's request, assigned back to the creator, in return for an agreement by the creator to: (1) reimburse the university for all Development Expenses prior to any distribution of revenues, and (2) pay to the university 25 % of the Net Revenue

arising from the intellectual property or 10% of Gross Revenue, whichever is greater, on an annual basis.

University personnel are not obliged to use the university's services, nor is the university obliged to take on any intellectual property brought to it.

7. Administration and Amendments

Subject to the dispute resolution provision set out in Article 8, the Associate Provost, Research is responsible for the administration of this Policy. The Associate Provost, Research is also responsible for making determinations regarding various matters referred to in this Policy, including determining time periods, limitations on ownership rights, what constitutes private research, and ownership rights of academic personnel conducting externally-sponsored or research activities.

It is the responsibility of the Associate Provost, Research to review and evaluate these policies on an annual basis. Any changes to these policies that the Associate Provost, Research recommends, shall be provided to the Board of Governors of the university for consideration.

8. Dispute Resolution

The university recognizes that disputes may arise between the university and Academic or non-academic personnel and students with respect to intellectual property and the implementation of these Policies.

When an agreement cannot be reached between the university's Associate Provost, Research and the creator, the dispute will be referred to an internal three-person panel consisting of persons respected within the community for their knowledge of intellectual property issues.

The panel, whose membership will be nominated by the President and approved by the Academic Council, will attempt to resolve the dispute through mediation but, if that fails, will arbitrate.

The decision of the panel is final and binding and is not subject to appeal.

Appendix D - Appendix: Definitions for Intellectual Property

The following definitions shall apply, for the purposes of interpreting these Policies on Intellectual Property:

1. **"Academic Personnel"** shall include all core, complementary, adjunct and visiting faculty, instructors, teaching assistants, post-doctoral fellows, undergraduate and post-graduate students.
2. **"Contributor"** shall mean an individual or organization that contributes to a work. Possible contributions include, but are not limited to ideas, expression, form, design, computer software and criticism.
3. **"Copyright"** shall mean the sole rights granted for specified periods pursuant to the *Copyright Act* (Canada), as amended or re-enacted from time to time, or any successor legislation, including the sole right to produce or reproduce an original literary, dramatic, musical and artistic work in any form. Literary works within the meaning of the *Copyright Act* include works consisting of text as well as computer programs. Copyright also includes the sole right to perform a work in public, to publish an unpublished work, to produce, reproduce, perform or publish any translation of a work, to convert a dramatic work into a novel or other non-dramatic work, to convert a novel, non-dramatic work or artistic work into a dramatic work, to make a sound recording, cinamatographic film or other mechanical contrivance of a literary, dramatic or musical work, to reproduce, adapt or publicly present a work as a cinematographic work, to communicate a work to the public by telecommunication, to present an artistic work at a public exhibition, and to rent out a computer program or a sound recording of a musical work. Similar rights are included with respect to performers' performances, sound recordings and broadcast communication signals. All of these rights extend both to the work and a substantial part of it, and include the right to authorize any of these actions.
4. **"Creator"** shall mean a member of university Personnel who creates intellectual property.
5. **"Data"** shall include databases, results of scientific measurements, results of surveys, and the results of computational or experimental simulations, together with a documented description of the format or structure of the data set(s) and, where appropriate (e.g., in scientific experimental measurements), estimates of experimental uncertainties which would allow a non-originator to use them.
6. **"Development Expenses"** shall mean all moneys paid to protect, develop, and/or enhance the marketability or any other aspect of intellectual property, including, but not limited to, the drafting, filing, prosecution, maintenance and enforcement of patent or other registrations, marketing expenses, consulting fees, expenses incurred in dealing with equity interests, travel, legal fees, and

research costs. Salaries and general operating expenses of administrative personnel are not included within development expenses.

7. **"Gross Revenue"** shall mean the proceeds from the sale, lease, transfer, assignment, license, grant of right of access, or other conveyance or grant of rights in respect of intellectual property or intellectual property Rights therein, including without limitation, any license issue fees, option fees, royalties, and equity interests, except that any equity interests, or portion thereof, received by the university shall not be included in "Gross Revenue" unless and until such time as the equity interests, or portion thereof, are sold by the university. The Gross Revenue in a transaction between affiliated parties, or any parties that are otherwise associated with each other or acting in concert, or in any other non-arm's length transaction, will be the greater of: (i) the actual amount paid, and (ii) the amount that would have been paid in a similar transaction at arm's length.
8. **"Independent Efforts"** with regard to intellectual property means that the ideas for the intellectual property came from the creator, the intellectual property was not made with the use of university support, and is not related to the creator's responsibilities, work or employment at the university.
9. **"Intellectual Property"** shall mean works, data, Inventions, ideas, industrial designs, trade-marks, trade names, domain names, integrated circuit topographies, plant varieties, know-how and trade secrets, which can be registered or protected under the law.
10. **"Intellectual Property Rights"** shall mean copyright, Patent, industrial design, trade-mark, domain name, integrated circuit topography, plant breeders' and trade secret rights, and moral rights.
11. **"Invention"** shall mean any new and useful art, discovery, process, machine, composition of matter, article of manufacture, design, model, technological development, biological material, strain, variety, culture of any organism, computer software, research data and tools, whether or not patentable.
12. **"Moral Rights"** shall mean a creator's rights to claim ownership and to protect the integrity of a work under the *Copyright Act* (Canada).
13. **"Net Revenue"** shall mean Gross Revenue less Development Expenses.
14. **"Non-academic personnel"** shall include full-time and part-time administrative, professional, support staff and other persons paid by or through the university and anyone working under university auspices, excluding academic personnel other than undergraduate and post-graduate students performing paid work for the university.
15. **"Patent"** shall mean the grant of exclusive rights, pursuant to the *Patent Act* (Canada), as amended or re-enacted from time to time, or any successor legislation, for a period of 20 years from the patent application filing date, to make, construct and use an invention, and sell it to others to be used. In

exchange, the patent application is made public by the Patent Office 18 months from the earlier of the filing date in Canada, or the filing date abroad under an international treaty. For an invention to be patentable it must be new, useful, and not obvious to someone skilled in the area.

16. **"Teaching Materials"** shall include all printed and digital products created by academic personnel, the presentation of which may or may not be influenced by non-academic personnel, including course notes, course outlines, teaching notes, presentations, and examinations, and including materials used for distance and continuing education.
17. **"University"** shall mean the University of Ontario Institute of Technology.
18. **"University Personnel"** shall include both Academic and non-academic personnel.
19. **"University Support"** shall include the use of university funds, university Personnel, facilities, equipment, materials, technological information, or proprietary know-how.
20. **"Work"** shall include all material capable of being protected by copyright including student theses, and all printed material, computer software, data, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, and pictorial or graphic works.

The Policies on Intellectual Property approved by the Board of Governors on December 10, 2003.

Letter of Understanding Regarding Transition Years on Workload Assignment

The University and the Faculty Association shall establish a joint working group in each Faculty to examine the assignment of workload of all Teaching Faculty Members in that Faculty for the 2015-16 and 2016-17 Academic Years. The working group shall have the objective of ascertaining the fair, reasonable and equitable allocation of Teaching Faculty Workload based on the criteria set out in Article 16.04.

The Faculty Association shall appoint either two (2) or three (3) Teaching Faculty Members as representatives on each of these joint working groups. The University shall appoint an equal number of representatives for each joint working group.

Each working group shall collect and collate data on the workload of all Teaching Faculty Members within their Faculty and as appropriate from other Faculty working groups. Teaching Faculty Members shall be given the opportunity to apprise the working group of their individual concerns regarding workload. The Dean shall be given the opportunity to provide his/her perspective on the workload assignment considerations for Teaching Faculty Members in his/her Faculty. The results of these working group deliberations shall advise the Dean in workload assignment consistent with Article 16.04.

Each joint working group shall prepare a written report. The report shall address what constitutes a fair, reasonable and equitable workload in the Faculty. The report shall not address individuals' workload assignments. The report shall be forwarded to the Dean, the Provost and the President of the Faculty Association by March 15th.

Understanding it is not possible to fully complete the process set out above for 2014-15, the Deans shall be advised of the issues raised during the collective bargaining process and shall pay close attention to Teaching Faculty Member workload assignments for 2014-15.

For the University:

Murray Lapp
Vice President Human Resources & Services

For the Faculty Association:

Shirley Van Nuland
Chief Negotiator

February 12, 2014