COLLECTIVE AGREEMENT

between

The University of Ontario Institute of Technology

and

The University of Ontario Institute of Technology

Faculty Association

for

Tenured and Tenure-Track Faculty

Expiry Date: June 30, 2018

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Article 1 – Purpose

1.01 The general purpose of this 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 Agreement, and to set forth the terms and conditions of employment applicable to Faculty Members in the bargaining unit and matters to be observed by the Employer and the Association.

Article 2 – Recognition and Definition of Bargaining Unit

2.01 The Employer recognizes the Association as the sole and exclusive bargaining agent for all full-time tenured and tenure-track faculty members of the University of Ontario Institute of Technology at Oshawa, save and except Associate Deans and Associate Provosts, and those above the level of Associate Dean or Associate Provost, Emeritus Professors, Librarians, Visiting Appointments, and members of the Board of Governors.

Clarity Note:

- Post Doctoral and Research Fellows are not UOIT faculty.

2.02 A person excluded from the bargaining unit who holds an academic appointment and whose status changes such that they 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 they had not been outside the bargaining unit. No other Faculty Member will lose their position as a result of applying this Article.

Article 3 – Definitions

***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 in an Academic Year

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

Agreement: The Collective Agreement between the Association, representing tenured and tenure-track Faculty Members, and the University

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.

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 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

***Faculty Member*:** A faculty member included in the definition of the bargaining unit

Official File: A Faculty Member's file as per Article 18

***Parties*:** The University and the Association

Provost: The Provost or designate

Research: Research as defined in Article 16.02

Service: Service as defined in Article 16.04

Teaching: Teaching as defined in Article 16.03

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

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

***Written Notice*:** Where written notice is specified in the Agreement, the University internal mail service is deemed adequate.

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 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 as follows:

- 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 a standing invitation to attend the public sessions of meetings of the Board of Governors and its Committees and the Academic Council of the University. These representatives will receive advance electronic copies of the notice/agenda and associated documentation prepared pertaining to the public portion of such meetings.

5.03

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

b) The Employer will provide five (5) course releases per Academic Year for the Association to allocate to Faculty Members who serve as executive members of the Association.

c) During bargaining years the Employer shall provide one (1) course release for the Chief Negotiator for each Academic Term of bargaining.

d) The Association may purchase additional course releases at the minimum overload rate.

e) A course release means a three (3) credit course. The Association shall advise the Employer of the allocation of course releases at least four (4) months prior to the Academic Term in which the release will commence. In the event these allocations need to change, the Association will give as much notice as possible.

f) No Faculty Member may hold more than one Association release per Academic Term, with the exception of the Chief Negotiator.

g) If a Faculty Member wishes to take a course release as a release from Research or Service, the Faculty Member may request this alteration from the Dean.

5.04 The Association shall have the right at any time to call upon representatives when dealing with or negotiating with the Employer. Any duly designated representatives shall have access to the University premises at all reasonable times to consult with Faculty Members, Association officers, or University officials. When such representatives deal directly with the University officials, the extent of their authority shall be clearly defined and communicated to the Employer by the Association.

Article 6 – Dues Deduction

6.01 The Employer agrees that, commencing the month after the execution of this Agreement, it will deduct from the Wages of all members of the bargaining unit, 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 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 members of the bargaining unit on a monthly basis and shall provide the Association with a monthly reconciliation statement listing the names of the members from whom dues have been deducted, the amount of the dues deducted and the Wages of each member of the bargaining unit. 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 (that is 26.8% on an annual

basis) will be applied to any unpaid amount as per 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 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 Agreement all correspondence between the Association and the Employer arising out of this Agreement or incidental thereto shall pass between the President of the University or the President of the University's delegate(s), and the President of the Association and the President of the Association's delegate(s).

8.02 The Employer shall provide the Association through the Association President with the following information in a mutually agreed-upon electronic format within the timeframe indicated:

a) By July 15 of each year, a list containing the name, tenure status, rank, year of appointment to current rank, home address, non-UOIT telephone number, gender, base salary, stipends, Faculty affiliation, highest degree obtained, year of highest degree attainment, date of hire as a faculty member and payroll ID for each Faculty Member.

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

c) Within fifteen (15) Calendar Days of the end of each month, a listing of the names of all Faculty Members who in the previous month have received tenure, been promoted in rank or otherwise moved into or out of the bargaining unit with a reason for each. The effective date of each of these events will also be listed.

d) By July 15 of each year, a list of all Faculty Members who have an approved leave planned or an agreed reduced workload as per Article 16.06 for the upcoming Academic Year.

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

f) By November 15 and March 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 number, course title, CRN, number of students in the section and if the section is taught by (a) Faculty Member(s) the name(s) of the Faculty Member(s).

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

h) By July 15 of each year, the names of Faculty Members who will be considered for renewal of a probationary appointment, tenure, continuing status and/or promotion in the upcoming Academic Year.

i) By July 15 of each year, copies of the pension plan and group insurance coverage.

8.03 Nothing in this Article is meant to preclude the Parties to this Agreement from making reasonable requests for additional information from time to time. Such requests shall not be unreasonably denied.

8.04 Dated Written Communications

a) Dated written communication required under this 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 Agreement may be extended by written agreement between the Parties to the communication.

8.05 The Parties agree that when an Agreement has been signed, the University shall post the text of the Agreement on its website. The University shall further make available a copy of the Agreement in each Faculty and departmental office, and shall provide the Association with a reasonable number of copies for its Members. The Employer and the Association agree to share equally the cost of

producing copies of the Agreement. The University will make the printing arrangements with a printer whose employees are unionized and invoice the Association for its half of the cost.

Article 9 – Joint Committee

9.01 The Parties agree to maintain a Joint Committee consisting of five (5) representatives of the Association and five (5) representatives of the Employer. The Joint Committee shall meet at least twice each Academic Term during the Academic Year. In addition, the representatives of either Party to this 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 representatives and three (3) of its Employer representatives. The representatives of either Party may place items on the agenda in advance of each meeting. The Committee will have two (2) co-chairs – one (1) each from among its Association representatives 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 Agreement and other matters of mutual concern. The 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 Agreement and during periods when the Parties are negotiating a renewal of the Agreement the Committee shall not address any matter which is currently being renegotiated to be part of the new 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 Faculty Member in respect to the their employment by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, 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 Faculty Member in respect of their employment by reason of the their membership or activity or non-activity in the Association, or any activity pursuant to the principles of academic freedom set out in Article 14.

10.02 The Parties shall work to address the effects of systemic discrimination in the employment of Faculty Members at the University. To this end, the Parties have

created a standing Committee on Employment Equity (CEE) as set out in a Letter of Understanding appended to this Agreement.

10.03 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 unwelcome and/or is likely to create an intimidating or hostile workplace environment.

10.04 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.

10.05 There shall be no reprisal or any threat of reprisal or retaliation against anyone for pursuing rights under this Article or for participating in any capacity in proceedings based on this Article. Any such reprisal or retaliation will be treated itself as a form of harassment and/or discrimination.

10.06 The Employer shall consult with the Association about, and ensure that the Association is aware of, any proposed change to the Employer's harassment, discrimination, and violence in the workplace policies and procedures.

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 Faculty Member because of their participation, or lack thereof, in the grievance process and/or 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 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 Agreement, including any alleged failure to apply or administer this Agreement.

11.03 Types of Grievance

a) An individual grievance is a grievance initiated by the Association on behalf of an individual 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 (2) or more Faculty Members, who are similarly affected. The grievance shall name the 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 Agreement that has implications generally for 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) Faculty Member(s) bring such matters to the attention of the 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 as expeditiously as possible. The Faculty Member(s) raising such matters has/have the right to have Association representatives present at any meeting addressing such matters.

b) Instead of the informal procedure set out in Article 11.05 a), the Faculty Member(s) has/have the right to contact the Association directly to raise an issue on their behalf. The Association may raise an issue on behalf of (a) Faculty Member(s) with the Office of the Provost within ten (10) Days of when the 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) The Office of the Provost 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 Formal Grievance Process

a) Step 1

   i. A grievance must be filed with the Faculty Member's(s') Dean, with a copy sent to the Office of the Provost, in writing, within thirty (30) Days of when the Faculty Member(s) knew or reasonably ought to have known of the circumstance(s) 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 representatives of the Employer, shall meet with Association representatives and the Faculty Member(s) within ten (10) Days from the receipt of the grievance.

iv. The Dean shall forward the written decision to the Association with a copy to the Office of the Provost 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 Office of the Provost, 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 24.02 f) must be filed within ten (10) Days of the Dean's decision under Article 24.01 g).

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(s) giving rise to the grievance.

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

iii. The Provost shall forward their written decision to the Association 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 Association shall within ten (10) Days after the date of the last meeting forward the written decision to the Provost.

vi. The Provost shall advise the 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 24.02 f) 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 (1) 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 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 Agreement and the ratification of a new Agreement between the Parties may proceed to arbitration under the terms of this Agreement.

Article 12 – Health and Safety

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

12.02 The Association shall have the right to appoint at least one (1) Faculty Member or designate who is an employee of the University to any duly recognized health and safety related committee on any location of the University. The President of the Association shall have observer status at meetings of such committees and shall have computer access to all materials available to members of these committees.

12.03 Faculty Members have the right to refuse work if they have reason to believe that the work or the workplace is in contravention of the *Occupational Health and Safety Act* or its regulations and/or that the Faculty Member is likely to endanger themselves or another employee if they perform the work assigned to them. In this circumstance the Faculty Member may initiate the procedure for refusal of unsafe work as set out in the *Occupational Health and Safety Act* and available on the University's Health and Safety website.

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 shall make every reasonable effort to provide a private office for each Faculty Member. If the Employer is not able to provide a private office for a Faculty Member, the Employer may require the Faculty Member to share office space for no more than two (2) years. The Employer shall deposit $3,000 into the Faculty Member's Professional Development Account for each year that the Faculty Member does not have a private office.

13.03 If a Faculty Member is required to absent their office for the duration of a leave as covered in Article 28, the Dean will arrange with the Faculty Member a reasonable allowance and/or assistance for the purposes of the move.

13.04 The Employer shall provide each Faculty Member with a functioning up-to-date laptop at no cost to the Faculty Member.

13.05 Where the Employer requires the Faculty Member to work from home the Employer shall assist the Faculty Member with the completion of the T2200 consistent with the requirements of the *Income Tax Act*.

13.06 The Parties agree that Faculty Members have a reasonable right to privacy in their personal and professional communications and files, whether on paper or in an electronic form.

Article 14 – Academic Freedom

14.01 UOIT regards academic freedom as indispensable to the pursuit of knowledge and of service to the common good of society, through searching for, and disseminating, knowledge and understanding, and through fostering independent thinking and expression. These ends cannot be achieved without academic freedom.

14.02 Academic freedom of Faculty Members resides at the core of the University's mission and includes the freedom to: teach and discuss; engage in research and define research questions; pursue the answers with rigor; disseminate knowledge; produce and perform creative works; express one's opinion about the University, its administration, and the system in which one works; and select, acquire, disseminate, or critique documents or other materials as is relevant in the performance of the Faculty Member's Teaching and Research obligations. Accordingly, academic freedom is the right of every Faculty Member.

14.03 Faculty Members have an obligation to exercise this freedom with integrity and with due regard for the rights and freedoms of others.

14.04 Academic freedom neither confers legal immunity in respect of opinions that may be expressed or activities that may be undertaken, nor does it relieve Faculty Members from the requirement to perform their duties and responsibilities to the University.

14.05 Faculty Members shall not purport to speak on behalf of the University or the Association unless specifically authorized to do so. A statement of affiliation with, or position in the University, or of qualifications relevant thereto, shall not be construed as an attempt to speak on behalf of the University.

Article 15 – Appointments

15.01

a) All Faculty Members shall have an appointment at one of the following ranks:

Assistant Professor – a limited term appointment without tenure leading to a determination of the granting of tenure through the process set out in Article 20.

Associate Professor – may be with tenure as per Article 20.01 or without tenure. If without tenure, it is a limited term appointment leading to a determination of the granting of tenure through the process set out in Article 20.

Professor – an appointment with tenure as per Article 20.01.

b) Only Faculty Members, faculty members elected to the Board of Governors and Academic Administrators can hold the ranks of Assistant Professor/Associate Professor/Professor.

15.02 The appointment of a candidate with tenure must be referred to the Tenure and Promotion Committee for a recommendation to the President. The President must have officially confirmed the award of tenure prior to an offer of employment being made.

15.03 A candidate who is nearing completion of a terminal degree may be appointed to the rank of Assistant Professor conditional upon the completion of the degree.

15.04 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 by 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 Agreement with a website reference to the 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, Canadians and permanent residents will be given priority."

b) The position shall be advertised, normally in University Affairs, the CAUT Bulletin and the University's web site. It may be advertised in other national and international journals and on list serves and web sites appropriate to the discipline such that the position comes to the attention of as many potential candidates as possible.

c) The Dean shall appoint an ad hoc search committee to conduct a search. The Dean will chair the committee and will appoint to the committee at least four faculty members, at least two of whom are Faculty Members and two of whom are from the Faculty in which the appointment is to be made. The committee will be resourced by a non-academic staff member and may have other faculty members appointed to it. In the event that the appointment is to be shared by more than one (1) Faculty, the Dean of each such Faculty shall appoint one (1) faculty member to the committee.

d) The search committee shall:

i. use the contacts and networks of its members to ensure that the best possible candidates are identified;
ii. advise the Dean on which candidates to interview. Normally at least three (3) candidates will be interviewed;
iii. determine the most effective means of interviewing the candidates, including the questions to be asked and/or the assignments to be presented;
iv. arrange for any visit to the University and any public presentation(s) to be made by (a) finalist candidate(s);
v. prior to the interview, the candidate will receive a letter setting out the interview arrangements, advising the candidate of the Association's contact information should the candidate wish to arrange to meet with an Association representative, and providing web links to:
    - the Agreement
    - the Association, and
    - a description of the pension and benefits plans
vi. acquire and consider external references with respect to the candidate's fit and ability to perform the responsibilities of the position;
vii. determine whether any candidate will be recommended to the Provost for hiring. In all hiring decisions the primary criterion is academic and professional excellence; and
viii. record its attempts to identify qualified Canadians or permanent residents and candidates from equity-seeking groups to fill the position.

e) 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.

f) 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 the Dean's own recommendation(s) to the Provost in addition to those of the committee.

g) Under special circumstances the requirements of this process may be waived by the Provost to take advantage of a special opportunity. Special circumstances include a spousal opportunity or when an opportunity to hire an exceptional candidate comes to the Provost's attention. If the appointment is to be made with tenure, the requirements of Article 15.02 must be fulfilled.

15.05 Appointment Letter

a) After the Provost approves a candidate for hiring, the Dean will 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 Agreement in the first Appointment Year;
ii. a statement that the appointment is conditional upon verification of the candidate's academic credentials;
iii. the rank of the appointment, whether tenure is granted with the appointment and, if not, the normal date for tenure review pursuant to Article 20;
iv. 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 credentials or designations could be grounds for dismissal;
v. a statement as to whether the offer is conditional upon the candidate being legally eligible to work in Canada;
vi. a description of any initial Research funding and requirements attendant on such funds;
vii. the date at which the candidate is first eligible to apply for a Research leave;
viii. a description of any moving expenses for which the candidate is eligible under Article 26.12;
ix. a statement that the position is in the bargaining unit represented by the Association with web references to the Agreement and to the Association;
x. a statement that the candidate is expected to model the integration of technology into Teaching in UOIT's web-centric and mobile learning environment; and
xi. the period of time allowed for completion of the terminal degree in the case of appointments pursuant to Article 15.03. In such cases normal eligibility for tenure consideration will count from July 1 of the year in which the candidate is appointed, if the degree is completed by December 31 of that year, and July 1 of the year after the candidate is appointed, if the degree is completed after January 1 following the candidate's conditional appointment.

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.

15.06 Administrative Appointments

a) The Dean may appoint a Faculty Member to an administrative position in a Faculty as an Assistant Dean, a Department Chair, a Program Director, or a Program Coordinator. The Dean of the Faculty will set out the duties of the position with the Faculty Member.

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

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

d) Stipends or course releases for administrative appointments are set in accordance with Article 25.08.

Article 16 – Academic and Professional Career/Workload

16.01 Rights, Responsibilities, and Duties of Faculty Members

a) Faculty Members of the bargaining unit have rights, duties and responsibilities which derive from their positions as teachers and scholars working within the University community.

b) Faculty Members have the right and responsibility to engage in an appropriate combination of the following activities:

   i. Research: Whereby Faculty Members make original contributions to their fields of learning.

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

   iii. Service: Whereby Faculty Members contribute to the governance of the University through active and engaged participation on its collegial and administrative bodies. Service may also include community and professional Service that extends beyond the boundaries of the University.

c) The workload of a Faculty Member shall balance Research, Teaching, and Service such that the standard relative commitments of activity in each of these areas over the course of an Academic Year is 40% Research, 40% Teaching, and 20% Service. Deviations from this weighting are permitted to reflect a Faculty Member's specific activities and priorities, as determined by the Dean in discussion with the Faculty Member.

16.02 Research

a) Research may include but is not limited to:

   i. writing, editing and/or publishing peer reviewed or non-peer reviewed:
      a. books,
      b. chapters in books,
      c. textbooks,
      d. papers in journals
      e. papers in conference proceedings;
   ii. conducting scholarly work, investigations and analysis;
   iii. preparing and submitting research proposals for grant applications;
   iv. receiving research grants and contracts;
   v. writing case studies;
   vi. defining, designing and/or developing scientific/engineering systems;
   vii. developing teaching materials and/or learning tools which have a wider application than the Faculty Member's own teaching activities;
   viii. compiling and publishing of scholarly bibliographies and literary work;
   ix. creating literary or artistic works appropriate to one's discipline;
   x. engaging in the scholarship of teaching;
   xi. applying existing knowledge;
   xii. supervising graduate students academic work;
   xiii. engaging in creative professional practice (e.g. original design, clinical therapeutic techniques, etc.);
   xiv. consulting; and
   xv. creative application of existing knowledge.

b) It is recognized that a level of scholarly competence may be achieved by a Faculty Member such that the Faculty Member becomes an acknowledged authority in their field(s), and is regularly consulted by established researchers or authorities outside the University. Evidence of such extensive use as a research resource shall be accepted as evidence of scholarly activity.

16.03 Teaching

a) Faculty Members have an obligation to develop and maintain their scholarly competence and effectiveness as teachers. Faculty Members have an obligation to continue their professional development to enhance and broaden their professional and teaching ability.

b) It is the responsibility of the Faculty Member to teach as assigned at the time and place designated by the Dean in a manner which reflects the area of the content of the course as approved by Academic Council consistent with the University calendar.

c) Teaching may include but is not limited to:

i. delivering and coordinating courses; conducting seminars; guiding tutorials, and laboratories; supervising fieldwork and individual study projects;
ii. developing and revising courses and programs;
iii. preparing and revising teaching materials;
iv. assessing and evaluating assignments, tests and examinations and other course work;
v. training and supervising the work of teaching assistants;
vi. supervising, advising, assessing and evaluating students' individual work, such as theses, projects 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. writing textbooks, it being understood that such textbooks are primarily considered a component of a Faculty Member's scholarship.
x. counseling students on their academic progress;
xi. supervising the academic work of graduate students; and
xii. mentoring students.

d) Faculty Members will provide a detailed course syllabus for each assigned course to their Dean normally at least three (3) weeks prior to the beginning of each course. All syllabi will incorporate at minimum the components as outlined in the model course syllabus 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 will provide at least six (6) months' notice of any change to the mode of delivery of a course. Should the Faculty Member not agree with the change, the Faculty Member may request to be assigned to teach a different course. The Dean shall not unreasonably deny such a request.

ii. Once the mode(s) of delivery are established by the Employer for a course, or a particular section of a course assigned to a Faculty Member, the 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 Faculty Member to acquire additional skills in any mode of delivery where skills are required to deliver the course. In the interim, the Faculty Member will be assigned teaching duties in another mode of delivery.

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

f) All Faculty Members are expected to actively incorporate modern information technology in their Teaching.

g) The Dean may assign teaching duties to a Faculty Member in two (2) Academic Terms in an Academic Year. Assignment in an additional term shall only be done with the agreement of the Faculty Member.

16.04 Service

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

b) Service 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. administering student activities including co-op and community placements;
vi. advising students;
vii. taking an active role in professional associations; including the Faculty Association, and learned societies;
viii. taking an active role as a reviewer for journals, granting bodies, refereed conferences and publishers;
ix. serving on editorial boards for journals, conferences, conference proceedings, etc.;
x. organizing and/or leading conferences, symposia, workshops, short courses, speaking events, public seminars, and other types of professional activities;
xi. taking an active role in community groups that are connected to the Faculty Member's area of expertise;
xii. representing the University at internal and/or external events and on external organizations; and
xiii. mentoring colleagues.

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.

16.05 Workload Assignment

a) The Dean shall allocate the proportion of the Faculty Member's workload that is assigned to Research, Teaching, and Service in an annual workload plan.

b) The annual workload plan for each Faculty Member shall be assigned by the Dean after consultation with the Faculty Member. The Dean shall then provide each Faculty Member of the Faculty an opportunity to respond to their tentative assignment before the Dean finalizes the workload assignments. Specific Teaching assignments will be finalized before July 1st. If a Faculty Member encounters difficulty with the workload plan assigned by the Dean, the Faculty Member shall indicate to the Dean within ten (10) Days of receiving the plan that a meeting is necessary to discuss possible revisions to the plan.

c) The Teaching workload for a Faculty Member who is an Assistant Professor in their first year of employment in a University tenure-track position shall be the equivalent of three (3) standard courses.

d) Faculty Members' Teaching workloads may vary. The normal course load for a Faculty Member with a 40% Teaching load responsibility is the equivalent of a maximum of four (4) standard courses per year. In assigning this component of a 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 career stage of the Faculty Member;
   ii. the Faculty Member's area of expertise;
   iii. class size;
   iv. the number of separate courses taught by the Faculty Member;
   v. the number of scheduled contact hours per course;
   vi. whether or not the Faculty Member has ever taught the material before;
   vii. whether or not the material or course being taught is newly developed;
   viii. whether the mode of delivery for the course has been changed;
   ix. what is appropriate and reasonable for the discipline;
   x. the number of hours of student counseling and student project supervising per course;
   xi. the extent of teaching support provided by teaching assistants, markers, lab supervisors, and similar personnel; and
   xii. supervising graduate students, capstone students, internships, independent study students and clinical supervisions.

e) If circumstances require the Dean to change the assigned workload less than two (2) months prior to the start of the course, the Dean shall meet with the Faculty Member to discuss the appropriate adjustments in light of the factors listed in Article 16.05 d) above.

f) By agreement between the Faculty Member and the Dean, a Faculty Member may undertake up to one (1) overload course per Academic Year for a reduced Teaching load assignment no later than the following Academic Year, or for an overload payment.

16.06 Reduced Workload

Even though all Faculty Members have full-time appointments, individual Faculty Members may enter into a voluntary reduced workload arrangement for fixed periods of time with the agreement of their Dean. Normally these arrangements are for one (1) or more years and may be part of a phased retirement. While on a reduced workload arrangement the Faculty Member's total responsibilities will be lowered to some fraction of a full-time workload, typically fifty percent (50%). The standard balance of 40% Research, 40% Teaching, and 20% Service commitments may be adhered to, but variations from this mix may also be agreed to by the Faculty Member. Faculty Members on reduced workload arrangements have the same rights, privileges and responsibilities as other Faculty Members in all respects except for the prorated workload.

Article 17 – Performance Review

17.01 Purpose

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

17.02 Annual Review

a) Annual Activity Report: May 1 – April 30

By April 30th, Faculty Members will submit to their Deans an annual activity report summarizing their achievements in the areas of Research, Teaching and Service for the past review period.

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 including courses taught and supervised;

iv. Results of student evaluations;
v. Books and papers published;
vi. Conference papers, presentations, exhibitions, etc. given;
vii. Research, completed or in progress;
viii. Research grants and contracts awarded, including name of granting body, research grant title, amount awarded and the date of the award;
ix. Awards and other honours received;
x. Faculty, Academic Council, and other University Service activities;
xi. Contributions to Faculty Member's profession;
xii. Contributions to Faculty Member's community and other forms of external Service;
xiii. A statement of Faculty Member's outside professional practice in the previous year;
xiv. An account of the academic activities pursued by the Faculty Member during the semester in which they were not Teaching; and
xv. Any other information that the Faculty Member deems relevant.

b) Review

Deans will provide performance expectations for each Faculty Member. Each Dean will meet with each Faculty Member in the Dean's Faculty in early May to review the 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 Faculty Member. Following this meeting, the Dean will assess the Faculty Member's performance for the last year using the process outlined in Article 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 Research, Teaching, and Service.

d) Planning and In-Year Review

At the annual meeting described in Article 17.02 b), the Dean and the Faculty Member will plan the Faculty Member's work for subsequent years and establish the performance expectations for that Faculty Member. Performance expectations will be established as part of the workload plan assigned by the Dean as set out in Article 16.05 a). Performance expectations will take into account the career stage of the Faculty Member, the Faculty Member's discipline and area of expertise, and the requirements of the University.

The Dean and the Faculty Member will meet during the performance year as required to address perceived performance concerns and to make necessary adjustments.

e) Faculty Members on Research leave are reviewed by their Dean(s) with the assistance of the report submitted after the end of their leave as specified in Article 28.03 h). While they are on Research leave the professional responsibilities of Faculty Members are normally 100% Research, 0% Teaching and 0% Service. Faculty Members with six (6) months Research leave in an Academic Year shall be reviewed in all areas of professional responsibility where there have been assigned duties throughout that Academic Year. Faculty Members who are on Research leave in the January to June six (6) month period shall be reviewed in November after their Research report has been submitted.

f) In the 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 28 or a disability as set out in Article 26.05 and/or 26.06.

17.03 Reviewing Faculty Members Performance

a) Each Faculty Member will be reviewed by the Dean for each of Research, Teaching, and Service. 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 Tenure Track Faculty Members:** The Dean(s) shall communicate to each Faculty Member a written statement articulating the performance assessment in each area of the Faculty Member's professional responsibilities (Research, Teaching, and Service). This communication shall include a "progress towards tenure" assessment that offers suggestions to the Faculty Member on satisfying the criteria for tenure. The annual progress towards tenure assessment, along with the third year review, shall form part of the tenure documentation. The 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.

c) **For Tenured Faculty Members:** The Dean(s) shall communicate to each Faculty Member a written statement articulating the performance assessment in each area of the Faculty Member's professional responsibilities (Research, Teaching, and Service). The 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) **For 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.

e) The Dean shall provide a copy of the Faculty Member's written performance assessment as described in Article 17.03 b) or c) to the Provost no later than June 15th for inclusion in the Faculty Member's Official File.

f) The 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 Article 17.03 b) or c) in the Official File.

Article 18 – Official Files

18.01 General

a) The Employer shall maintain one (1) Official File for each Faculty Member from the time of first appointment. The Official File shall be kept in the Office of the Provost. The Provost's office will maintain an inventory sheet for each Faculty Member's file.

b) A 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 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 Faculty Member's Official File which is anonymous or which cannot be supplied to the Faculty Member as provided in this Article. Any

such material which is placed in error in a 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 Official File are the following:

i. Initial letter of appointment;
ii. Evidence of degrees obtained;
iii. A curriculum vitae to be provided by the Faculty Member;
iv. Course evaluations;
v. Performance evaluations;
vi. A Teaching Dossier;
vii. The Faculty Member's annual reports;
viii. Copies of certificates or records of professional development or achievement;
ix. Copy of the third year review report;
x. Copy of the tenure review recommendation(s) and decision(s);
xi. Material relating to any approved leave of absence;
xii. Reports and recommendations from applications for promotion;
xiii. Material relating to salary changes;
xiv. Research leave application(s) and report(s);
xv. Faculty Member's comments about documents in the file attached to the relevant document(s);
xvi. Letters of discipline;
xvii. Signed letter(s) of commendation or complaint; and
xviii. Any other materials, pertaining to the Faculty Member's employment with the University, included by the Employer with a copy to the Faculty Member or provided by the Faculty Member for inclusion in the file.

18.03 Faculty Member Rights/Access

a) A 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 their Official File.

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

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

i. a law requires that the material be provided to a third party in which case the 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 Faculty Member is entitled, or

iii. this Agreement requires that the material be provided to a third party.

Article 19 – Third Year Review Procedures

19.01 Third Year Review Purpose and Criteria

The third year review process gives feedback and advice to tenure-stream Faculty Members at the rank of Assistant Professor on their progress toward satisfying the criteria for tenure in Research, Teaching, and Service as outlined in Article 20.02.

19.02 Timing of the Third Year Review

a) A Faculty Member holding a tenure-stream appointment at the rank of Assistant Professor shall have a third year review. Faculty Members with such an appointment shall be informed by the Dean of the review by April 1 of the second year of their tenure-stream appointment. Although termed the third year review, the gathering of documentation and preparation for the review shall be well underway by the end of the second year of the Faculty Member's appointment.

b) A third year review for Faculty Members in tenure-stream positions shall begin on June 1 of the second year of their appointment.

c) Any Faculty Member who has taken maternity, adoption or parental leave, or a period of reduced responsibility following the birth or adoption of a child, may elect to have the third year review postponed for a period of one (1) year for each such birth or adoption. At the discretion of the Provost, a tenure-stream Faculty Member may also have the third year review postponed on condition of exceptional personal or professional circumstances.

19.03 The Third Year Review Committee

a) The Dean of the Faculty shall, by June 1 of the Faculty Member's second year, appoint a third year review Committee (hereafter, Review Committee in this Article) which the Dean shall chair, consisting of two (2) tenured faculty members from the Faculty, and two (2) tenured faculty members from the Faculty of a related discipline. Where appropriate, the Review Committee may contain tenured faculty members chosen from Faculties with related disciplines or from another university to replace one (1) or both Faculty representatives.

b) By June 15 of the Faculty Member's second year, the Dean shall meet with the Faculty Member to discuss the timetable, the process, and the materials to be submitted to the Review Committee.

19.04 Documentation and Preparation

a) The Faculty Member undergoing the third year review shall provide to the Dean:

   i. An updated and complete curriculum vitae;
   ii. A statement, written by the Faculty Member, outlining how the Faculty Member is progressing toward satisfying the criteria for tenure. This statement will include 3 main sections that address how the Faculty Member is progressing toward satisfying the criteria for tenure in Research, Teaching and Service as outlined in Article 20.02.
   iii. Copies of the Faculty Member's published work plus at the Faculty Member's discretion, copies of work in progress or under review.
   iv. A Teaching Dossier
   v. Any other information the Faculty Member believes will be useful to the Review Committee.

b) All of the documentation provided by the Faculty Member shall be complete by September 1 of the third year.

c) Each of the Review Committee and the Faculty Member may suggest up to three (3) referees. No more than two (2) referees, one (1) from the Review Committee's list and one (1) from the Faculty Member's list, will be selected. Not later than September 15, the Dean shall arrange a meeting with the Faculty Member to review the names of referees and attempt to reach agreement. It is preferable that the Faculty Member and the Review Committee agree on a common list from which the referees are to be selected. If the Review Committee inquires of referees to whom the Faculty Member has objections, the Faculty Member may state his or her objections orally and in writing with the assurance that the identity of those to whom an objection was made will not be disclosed without consent. Except in unusual circumstances, external referees are not required for the third year review.

d) The selected referees shall be requested by the Dean to provide written comments on the Faculty Member's progress toward satisfying the criteria for tenure in Research and Teaching, based on the documentation provided by the Faculty Member under Article 19.04 a).

e) Not later than October 20, the Dean shall arrange a meeting between the Faculty Member and the Review Committee to receive any updates from the Faculty Member and ensure that the file is complete.

f) The Dean shall provide to the Review Committee:

   i. written comments from the referees on the Faculty Member's progress toward satisfying the criteria for tenure in Research and Teaching;

ii. the Dean's assessment of the Faculty Member's progress toward satisfying the criteria for tenure in Research, Teaching, and Service;
iii. the Faculty Member's documentation as provided in Article 19.04 a).

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

19.05 The Review

a) The Review Committee shall assess whether the Faculty Member is making satisfactory progress towards satisfying the criteria for tenure. To this end, the Review Committee shall consider all documentation before it, choosing if necessary to obtain more information, such as the comments of collaborators or of colleagues who have co-taught with the Faculty Member, if these are not included in the documentation supplied. If additional information is required, the Chair shall make a request to the candidate, in writing. The candidate will have five (5) Days to provide the additional information.

b) After Review Committee members are satisfied that enough information has been obtained, the Review Committee shall write a report to the Provost, assessing whether the Faculty Member has made satisfactory progress toward satisfying the criteria for tenure in Research, Teaching, and Service and providing suggestions to the Faculty Member on satisfying the criteria for tenure.

c) The Review Committee shall forward its report, summarizing the assessment of the Faculty Member's performance, to the Provost and the Faculty Member no later than December 1. All documentation considered by the Review Committee will be forwarded with the report to the Provost.

Article 20 – Tenure

20.01 Tenure

Tenure is an indefinite term appointment within one (1) or more Faculties, relinquished only upon retirement or resignation, or upon termination in accordance with Articles 23 or 24.

20.02 Criteria for the Award of Tenure

a) The award of tenure is a career decision that shall reflect all of the candidate's academic and professional accomplishments at UOIT and elsewhere prior to the time of the consideration of tenure.

b) Candidates for tenure are assessed on their Research, Teaching, and Service. Persons awarded tenure must show clear promise of continued contribution through a record of:

   i. research activity that includes peer reviewed publication and/or peer recognized creative professional practice; and
   ii. satisfactory performance in Teaching; and
   iii. satisfactory Service.

c) The availability of resources provided by the Employer will be taken into account when assessing Research, Teaching, and Service.

d) Evidence of Teaching and Research varies among the disciplines. Committees shall recognize this variation when assessing the evidence required by this Agreement and shall give consideration to both quantitative, qualitative and/or mixed methodologies as appropriate to the discipline.

20.03 Timing of the Tenure Review Process

a) Faculty Members appointed at the rank of Assistant Professor without tenure are entitled to consideration for tenure during the sixth year of their appointment.

b) Faculty Members appointed at the rank of Associate Professor without tenure are normally entitled to consideration for tenure during the third year of their appointment.

c) Any Faculty Member who has taken maternity, adoption, or parental leave, or a period of reduced responsibility to fulfill parental responsibilities following the birth or adoption of one (1) or more children, has the right to have the probationary appointment extended and the tenure consideration postponed for a period of one (1) year for each such leave or period.

d) Any Faculty Member who has taken a leave of more than one (1) month because of short term disability or long term disability may request from the Dean to have the probationary appointment extended and the tenure consideration postponed to a succeeding cycle. Reasonable requests shall not be denied.

e) At the discretion of the Provost, a Faculty Member may also have the probationary appointment extended and the tenure consideration postponed on condition of exceptional personal or professional circumstances. Reasonable requests shall not be denied.

f) Faculty Members may elect to be considered for tenure early upon completion of third year review for Assistant Professors, or after one (1) year at the University for

those appointed at the rank of Associate Professor without tenure. In such cases, the case coming forward early must meet the same standard and follow the same timetables mutatis mutandis as for cases brought forward on the usual schedule. Failure to attain tenure early will result in the Faculty Member being considered again at the normal time subject to any provision for delay as set out in this Article. For clarity, candidates for early tenure consideration cannot appeal the early tenure decision.

g) An annual progress towards tenure review of tenure-track Faculty Members shall be conducted in accordance with Article 17.03 b).

20.04 The Faculty Review Committee

a) Within each Faculty, the Dean shall establish a standing Faculty Review Committee in accordance with Article 20.04 b).

b) The standing Committee shall consist of five (5) tenured faculty members, four (4) of whom shall be tenured faculty members elected by the tenured and tenure-track faculty members in the Faculty plus one (1) tenured faculty member appointed by the Dean. In appointing a member to the Committee, the Dean will take into account the diversity, and the rank and discipline mix of the Faculty and of the elected members. When appropriate, members of the Faculty Review Committee may be chosen from tenured faculty members in a related Faculty. There shall be no overlap of members of the Tenure and Promotion Committee and the Faculty Review Committee. These Committee members shall normally serve for up to three (3) years but their terms shall be staggered to encourage continuity.

   i. The Committee will be chaired by a faculty member selected by and from the Committee.
   ii. The Chair may participate in the deliberations of the Committee but shall only vote when required to break a tie.

c) A member of the Faculty Review Committee must absent themselves from cases where they have a conflict of interest. In these cases, the Committee shall function with a reduced number of members. Should the number of conflicts in a particular case equal more than two (2), the Dean shall appoint (an) alternate tenured faculty member(s) either from the list of members who were nominated but not elected in accordance with the highest number of votes received, or at the Dean's discretion if there are none on the list, to ensure that there is a minimum of three (3) members on the Committee for each case.

d) The Faculty Review Committee shall be supplied with all of the documentation listed in Article 20.11 a) which the Committee shall carefully consider.

e) The Faculty Review Committee shall make a recommendation to the Tenure and Promotion Committee with respect to whether the candidate meets the criteria for tenure. The report of the Faculty Review Committee will be authored by the Chair and signed by its members. The report shall summarize the documentation in Research, Teaching, and Service clearly related to the criteria for the award of tenure as per Article 20.02 and include detailed reasons for the Faculty Review Committee's recommendations, including dissenting opinions, that are clearly related to the criteria for the award of tenure as per Article 20.02. A copy of this recommendation will be provided to the Dean at the same time that it is forwarded to the Tenure and Promotion Committee.

f) The Faculty Review Committee report shall be completed by November 15 of the Academic Year when the Faculty Member is being considered for tenure.

20.05 <u>The Tenure and Promotion Committee</u>

a) The University shall establish a standing Tenure and Promotion Committee consisting of fourteen (14) tenured faculty members chosen broadly from across all disciplines in the University, plus the Provost as Chair. The faculty members on the Committee are chosen as follows:

   i. Ten (10) tenured faculty members shall be elected by secret ballot in election(s) held by the Office of the Provost. The Association shall receive a copy of the election report as soon as the results are available. The member with the highest number of votes from each Faculty shall serve. The three (3) members with the next highest number of votes from three (3) different Faculties shall serve. All Faculty Members are eligible to vote in these elections. These Committee members will normally be elected for up to three (3) years but their terms shall be staggered to encourage continuity.
   ii. Three (3) members and at least one (1) alternate shall be appointed by the Provost. These appointed members may either be Faculty Members or tenured faculty with an administrative appointment.

b) The Tenure and Promotion Committee shall be chaired by the Provost, in a non-voting capacity, to consider tenure applications and to make award of tenure recommendations to the President.

c) No member of the Tenure and Promotion Committee can review the case of any candidate where they have been involved in any part of the candidate's tenure process at the Faculty level. Any member of the Tenure and Promotion Committee must also absent themselves from cases where they may have a conflict of interest.

d) The Tenure and Promotion Committee which reviews any given case shall consist of seven (7) members, at least four (4) of whom shall be elected members. The

selection of the Committee shall be made to ensure broad Faculty and disciplinary representation.

e) The Tenure and Promotion Committee shall carefully consider the documentation assembled under Article 20.11 d). The Tenure and Promotion Committee shall prepare its written recommendation which includes a summary of the evidence before the Committee and a statement which indicates clearly the Committee's detailed reasons for its recommendation. This statement of reasons shall clearly relate to the criteria for the award of tenure as per Article 20.02. The final text of the written recommendation shall be reviewed by all the Committee members who served on the case in question.

20.06 Tenure Review Procedures of the Faculty Review Committee and the Tenure and Promotion Committee

a) The Committee quorum is the full membership. Meetings shall be held in-camera. The deliberations of the Committee are confidential, and the votes of individual Committee members are confidential to the Committee. While the content of the Committee meetings is confidential, this shall not prohibit members of the Committee from raising concerns about the functioning of the Committee with the Office of the Provost and/or the Association.

b) All members of these Committees 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 Committees shall meet to review the provisions of this Article. This review shall include discussion of the criteria and evidence upon which tenure decisions are made and the diverse forms of Research, Teaching, and Service that exist across the University.

d) Each Committee shall make its recommendation solely on the evidence before it and may recess to consider the evidence and whether additional information is required. If additional information is required, the Chair shall make a request to the candidate, in writing. The candidate will have five (5) Days to provide the additional information.

e) The Committees recommend only that tenure be granted or be denied. The vote shall be by signed private ballot, after which the Chair will announce how each member voted. A recommendation to grant tenure must be approved by a majority of the members. Abstentions are not permitted. The Chair is a non-voting member, except as noted in Article 20.04 b) ii).

f) In the event of a proposed negative recommendation, by either Committee, the respective Committee shall recess and provide the candidate with a written statement of detailed reasons for the proposed recommendation, and an invitation to respond to the statement, within ten (10) Days, in writing, and at the candidate's option, orally. This statement of reasons shall be clearly related to the criteria for the award of tenure in accordance with Article 20.02. In the case of an oral response, the candidate shall have the right to have an Association representative present when making his/her presentation. In preparing a response, candidates shall have access to the full contents of their tenure file, including confidential letters with identities redacted. The Committee must then have a final meeting to record its recommendation.

20.07 Notification of the Candidate

a) By April 1 of the candidate's penultimate probationary year, the Dean shall inform the candidate in writing that they shall be considered for tenure in the following Academic Year.

b) The Dean shall notify all eligible candidates of the following requirements, and make an appointment with the candidate to discuss their implications:

i. the text of this Article;
ii. the timeline of the tenure review procedures;
iii. the requirement to provide all documentation by the stated deadline as set out in Article 20.10 a);
iv. the requirement to provide a list of external referees for Research nominated by the candidate;
v. the requirement to provide a list of referees for Teaching nominated by the candidate.

20.08 Written Evaluations by Referees, Colleagues and Students

a) External Referees for Research

i. Each of the Dean and the candidate may suggest up to four (4) external referees for Research. No more than four (4) external referees for Research, two (2) from the Dean's list and two (2) from the candidate's list, will be selected. The Dean shall meet with the candidate not later than May 15 to review the names of external referees for Research and attempt to reach agreement. It is preferable that the candidate and the Dean agree on a common list from which the referees are to be selected. If the Dean wishes to inquire of external referees for Research to whom the candidate has objections, the candidate may state their objections orally and in writing. Written objections to any external referees for Research will become part of the documentation forwarded by the Dean to the Faculty Review Committee and the Tenure and Promotion Committee.

ii. The external referees for Research shall be knowledgeable in the candidate's field and normally be senior faculty members who are at arm's length from the candidate.

iii. All external referees for Research shall receive all documentation assembled by the candidate under Article 20.10 a) i-iv., along with a copy of this Article and Article 16.01 to 16.04 inclusive.

iv. An acceptable tenure application file shall contain a minimum of three (3) appraisals from external referees for Research.

v. The external referees for Research shall not be asked to make a recommendation either for or against tenure, but rather to assess the candidate's record of Research and promise of continued contribution to Research.

vi. Emailed appraisals shall be followed by a signed letter.

vii. The reports of the external referees for Research shall be complete by October 15.

b) Referees for Teaching

i. Each of the Dean and the candidate will suggest up to 2 individuals to act as referees for Teaching. Referees for Teaching are normally faculty members from within the same Faculty or the University. Referees for Teaching can be external to the University if both the Dean and the candidate agree. No fewer than two (2) and no more than three (3) referees for Teaching will be selected. The Dean shall arrange a meeting with the candidate not later than May 15 to review the names of referees for Teaching and attempt to reach agreement. It is preferable that the candidate and the Dean agree on a common list from which the referees are to be selected. If the Dean wishes to inquire of referees for Teaching to whom the candidate has objections, the candidate may state their objections orally and in writing with the assurance that the identity of those to whom they objected will not be disclosed without consent. Written objections to any referee will become part of the documentation forwarded by the Dean to the Faculty Review Committee and the Tenure and Promotion Committee.

ii. Referees for Teaching will normally be senior faculty members where there is no conflict of interest between the candidate and the referee.

iii. Referees for Teaching shall receive the documentation assembled under Article 20.10 a) i, ii, and v, along with a copy of this Article and Article 16.01 to 16.04 inclusive.

iv. A referee's assessment of a candidate's Teaching performance shall seek to balance all aspects of Teaching, as defined by Article16.03, as well as the Faculty context within which the candidate works. Assessments of Teaching performance shall recognize that:

a. a candidate's strong performance in some aspects of Teaching may compensate for a weaker performance in other aspects of Teaching; and

b. a candidate's Teaching performance may differ significantly in different disciplines, and with different approaches to Teaching.

v. A referee's assessment of a candidate's Teaching performance shall review all relevant information including but not limited to:

a. the size, type and nature and level of courses taught;
b. the nature of the subject matter;
c. the experience of the instructor with the course, and the number of new preparations assigned to the instructor;
d. the role of the instructor and the method of course delivery;
e. the quality and utility of instructional materials prepared by the candidate;
f. the candidate's contributions in the areas of instructional development and innovation, and the complexity and risk such innovation entails; and
g. the integration of technology in Teaching.

vi. Any candidate whose Teaching performance is being assessed by a referee has the right to submit additional information about their Teaching.

vii. Referees for Teaching shall spend some time in the classroom (face-to-face and/or online) of the candidate whose Teaching is being assessed as well as examining the candidate's online Teaching materials and communications.

viii. The reports of referees for Teaching shall be complete by October 15. The report shall state whether the candidate's Teaching performance is satisfactory and shall provide detailed written reasons for the conclusion.

c) Other Evaluations

i. Other written evaluations will be sought by the Dean from faculty members of the relevant Faculty(ies). An email shall be sent to all faculty members of the relevant Faculty(ies) inviting them to write to the Dean with comments on the candidate's performance in Research, Teaching, and/or Service, and based on the criteria in Article 20.02. These signed letters shall all be compiled in the tenure file by October 15.

20.09 Assembling the Documentation

The candidate's Official File, excluding any disciplinary letters, shall be made available to the members of the Faculty Review Committee and the Tenure and Promotion Committee. In addition to the Official File, the candidate and the Dean are responsible for other tenure documentation as specified in Article 20.10 and Article 20.11.

20.10 Documentation Supplied by the Candidate

a) The candidate will supply the following documentation to the Dean:

i. An updated and complete curriculum vitae;

ii. A statement written by the candidate that addresses how the criteria for tenure have been satisfied. This statement will include three (3) main sections that address the Research, Teaching, and Service criteria as outlined in Article 20.02;

The candidate has the right to include in this statement a subsection that specifically addresses the context for Research, Teaching, and Service activities over the probationary period and, if applicable, the availability of resources provided by the Employer and its effect on their Research, Teaching, and Service.

A copy of this document will be sent or made available to all persons who are asked to evaluate the candidate.

iii. Copies of a selection of their work that best represents the candidate's Research. The candidate will include a rationale for this selection of works. Material not included in the selection will be available to the external referees for Research, the Faculty Review Committee and the Tenure and Promotion Committee on request.

iv. If relevant, candidates shall be encouraged to provide work-in-progress. If any substantial reliance is to be placed on unpublished work in the assessment of Research accomplishments, this work must be available to the external referees for Research, the Faculty Review Committee and the Tenure and Promotion Committee.

v. A Teaching Dossier.

vi. The candidate may seek any additional written reviews. These signed letters will all be compiled in the tenure file and identified as solicited reviews in the dossier.

b) Timing

All of the documentation for the assessment of tenure will be assembled by August 15 of the Academic Year in which the candidate is being considered for tenure.

20.11 Documentation Assembled by the Dean

a) By October 15 the Dean shall assemble the following documentation for the Faculty Review Committee:

i. the reports of the referees for Research;
ii. the reports of the referees for Teaching;
iii. letters received by the Dean; and
iv. the documentation assembled by the candidate under Article 20.10 a)

b) By October 15 the Dean shall provide the candidate with the reports of the referees for Research with identifying information removed, the reports for Teaching and the letters received by the Dean.

c) By December 1 the Dean shall provide to the candidate a letter of recommendation as to whether the candidate should be granted tenure or denied tenure, and this letter shall take into account the recommendation and report of the Faculty Review Committee as described in Article 20.04 e).

d) By December 31 the Dean shall assemble the following documentation for the Tenure and Promotion Committee:

i. the documentation provided under Article 20.11 a);
ii. the documentation provided under Article 20.11 c);
iii. the documentation provided under Article 20.04 e);
iv. any response(s) from the candidate provided under Article 20.12.

20.12 Opportunity to Respond

a) By October 15 the Dean will provide the candidate with the material assembled under Article 20.11 b).

b) The candidate will have ten (10) Days to provide a written response to the documents provided in Article 20.12 a). This response will be added to the documentation for the Faculty Review Committee. At this time the candidate may indicate that they elect to make an oral submission to the Faculty Review Committee.

c) By November 15 the Faculty Review Committee will provide the candidate with its recommendation.

d) The candidate will have until the first Day of January to provide a written response to the recommendation and report of the Faculty Review Committee. This response will be added to the documentation for the Tenure and Promotion Committee in Article 20.11 d).

e) The candidate will have until the first Day of January to provide a written response to the recommendation and report of the Dean. This response will be added to the documentation for the Tenure and Promotion Committee in Article 20.11 d).

f) At this time the candidate may indicate to the Office of the Provost that they elect to make an oral submission to the Tenure and Promotion Committee.

20.13 Objections to the composition of the Faculty Review Committee and the Tenure and Promotion Committee

a) The names of the members of the Faculty Review Committee shall be communicated to the candidate by September 15 with the request that the candidate communicate, in writing, to the Dean, any objection(s) concerning any member of the Committee within ten (10) Days, stating the reason for the objection(s). The Dean, after considering the candidate's response to the proposed membership of the Faculty Review Committee, and taking appropriate steps to resolve any objections, shall determine a date and time for the meeting and notify members of the Faculty Review Committee.

b) The names of the members of the Tenure and Promotion Committee shall be communicated to the candidate by December 1, with the request that the candidate communicate, in writing, to the Provost, any objection(s) concerning any member of the Committee within ten (10) Days, stating the reason for the objection(s). The Provost, after considering the candidate's response to the proposed membership of the Tenure and Promotion Committee and taking appropriate steps to resolve any objections, shall determine a date and time for the meeting and notify members of the Tenure and Promotion Committee.

20.14 The Recommendation Process

a) The Chair of the Faculty Review Committee shall, not later than November 15, convey its recommendation and report to the candidate, the Dean, and the Provost.

b) The Faculty Review Committee's recommendation to the Tenure and Promotion Committee shall be accompanied by all of the documentation as specified in Article 20.11 d).

c) The Chair of the Tenure and Promotion Committee shall, not later than March 31, convey the Tenure and Promotion Committee's recommendation to the candidate and the President.

d) The Tenure and Promotion Committee's recommendation to the President shall be accompanied by all of the documentation before the Committee.

e) The President shall inform the candidate and the Chair of the Tenure and Promotion Committee of the President's recommendation within one (1) month of receiving the recommendation. If the President's recommendation is different than that of the Tenure and Promotion Committee, the President shall provide written reasons.

f) In the case of a positive recommendation by the President, the President shall notify the Board of Governors that their recommendation will be presented for the Board's approval at its next scheduled meeting.

g) In the case of a negative recommendation by the President, the candidate can elect to appeal this recommendation within ten (10) Days to the Tenure and Promotion Appeal Committee following the procedures set out in Article 20.15. The President shall delay conveying the President's recommendation to the Board until after any appeal through the Tenure and Promotion Appeal Committee process or any grievance/arbitration process is completed.

h) Subsequent to the Board's decision, the President shall convey the decision to the candidate within ten (10) Days.

i) A decision to grant tenure will be effective July 1 and if the candidate is an Assistant Professor they shall be promoted to Associate Professor.

20.15 Appeals Against Denial of Tenure

a) The University shall establish a standing Tenure and Promotion Appeal Committee consisting of eight (8) tenured faculty at the rank of Professor, chosen broadly from across all disciplines in the University. No member of the Tenure and Promotion Appeal Committee may also be a member of the Tenure and Promotion Committee or the Faculty Review Committee for the specific candidate. The faculty members on the Committee are chosen as follows:

    i. Five (5) tenured Faculty Members with the rank of Professor shall be elected by secret ballot in election(s) held by the Office of the Provost. No two (2) of these elected members can be from the same Faculty unless there are fewer than five (5) Faculties in which case Faculty representation will be maximized. All Faculty Members are eligible to vote in these elections. The three (3)

elected Faculty Members with the largest number of votes from different Faculties shall be on the Tenure and Promotion Appeal Committee with the remaining elected members serving as alternates. These Committee members should be elected for up to three (3) years but their terms shall be staggered to encourage continuity.

ii. Two (2) members and at least one (1) alternate with the rank of Professor shall be appointed by the Provost. These appointed members may either be Faculty Members or tenured faculty with an administrative appointment.

iii. The Chair of the Tenure and Promotion Appeal Committee shall be elected from and by the members of the Committee. The Chair shall vote only to break a tie.

b) For all cases that are not early applications for tenure, an unsuccessful candidate for tenure under Article 20.14 g) may appeal the decision by writing to the Chair of the Tenure and Promotion Appeal Committee within ten (10) Days after being informed of the decision. The grounds of the appeal must be specific, and must involve either:

i. an alleged violation of the tenure procedures; and/or

ii. an allegation that one or more of the candidate's Research, Teaching or Service have not been fairly evaluated.

c) The Chair of the Tenure and Promotion Appeal Committee shall:

i. receive all of the material provided to the Tenure and Promotion Committee in Article 20.11 d) and the recommendation of the Tenure and Promotion Committee;

ii. arrange a meeting with the Committee to occur as soon as possible, normally within twenty (20) Days; and

iii. invite the candidate and the Chair of the Tenure and Promotion Committee to appear before it. The candidate may invite a representative of the Association to attend.

d) The Tenure and Promotion Appeal Committee shall carefully consider the documentation assembled under Article 20.15 c) as it relates to the grounds of the appeal in Article 20.15 b).

e) The Tenure and Promotion Appeal Committee shall make its decision and communicate this decision in writing normally within twenty (20) Days of its initial meeting for a particular case. The Chair of the Tenure and Promotion Appeal Committee shall report its findings which include a summary of the evidence before the Committee and a statement which indicates clearly the Committee’s detailed reasons for its recommendation to the President and the candidate. The Tenure and Promotion Appeal Committee can:

i. Decide that there are no grounds for appeal and thus recommend that the decision of the Tenure and Promotion Committee should be upheld.

ii. Decide that there are grounds for appeal but that these grounds have not affected the outcome and thus recommend that the original recommendation of the Tenure and Promotion Committee should stand.

iii. Decide that there are grounds for appeal but that there will be no value from a rehearing by the Tenure and Promotion Committee and recommend in favour of tenure.

iv. Decide that there are grounds for appeal and recommend to refer the matter back to the Tenure and Promotion Committee or to a newly constituted Tenure and Promotion Committee for reconsideration. In this case, the Tenure and Promotion Appeal Committee shall provide appropriate direction for the reconsideration of the case.

f) Where the Tenure and Promotion Appeal Committee recommends one (1) of the actions in paragraphs 20.15 e) i, ii, or iii, then the recommendation of the Committee will be forwarded to the President, accompanied by all of the documentation before the Committee.

g) The President shall convey the decision to the candidate within ten (10) Days of receiving the report of the Tenure and Promotion Appeal Committee. The President shall either:

i. decide against tenure; or
ii. decide in favour of tenure.

h) In the case of a positive decision with respect to tenure, the President shall notify the Board of Governors that the recommendation shall be presented for the Board's approval at its next scheduled meeting.

i) Subsequent to Board deliberations, the President shall convey the decision to the candidate within ten (10) Days.

j) A decision to grant tenure shall be effective July 1, and if the candidate is an Assistant Professor the candidate shall be promoted to Associate Professor.

k) In the case of a negative decision with respect to tenure, the candidate will have ten (10) Days to decide whether to invoke Article 20.16 a).

l) A reconsideration recommendation of a Tenure and Promotion Committee cannot be appealed by the candidate.

20.16 Grievance of Appeal Decision

a) If tenure is ultimately denied after the processes of Article 20.15 have been exhausted, the Association may file a grievance on behalf of the Faculty Member, commencing at Step 2 of Article 11.06 of the grievance procedure.

b) An arbitrator appointed pursuant to an Article 20.16 a) grievance shall either deny the grievance or uphold it. If the arbitrator upholds the grievance the arbitrator will be limited in remedy to a quashing of the ultimate decision and a direction that a newly constituted Tenure and Promotion Committee reconsider the recommendation.

c) A newly constituted Tenure and Promotion Committee will follow the same steps set out in this Article mutatis mutandis. This Committee will receive all documentation relative to the original application, including a copy of the arbitrator's award. This Committee will make a final and binding decision and report this decision to the President who will advise the Board of Governors and the candidate.

20.17 Denial of Tenure or Extended Process

Unless their tenure consideration was early, a Faculty Member who is denied tenure, or for whom the processes of this Article have extended past the terminal date of their normal probationary appointment, will have their employment extended at the Faculty Member's current salary and benefits with a twelve (12) month limited term contract for the Academic Year following the Faculty Member's last probationary year. A candidate for tenure who is still undergoing appeals and/or arbitration under this Article past the terminal date of their normal probationary appointment will be deemed to be a Faculty Member of the Association during this time for the purposes of these appeals and/or arbitration.

Article 21 – Promotion to Professor

21.01 Promotion Criteria

a) The focus of a promotion decision to Professor is on career accomplishments. To become a Professor at UOIT the candidate must either:

   i. combine an established record of excellent Research with an established record of continuing high quality Teaching and satisfactory Service or;

   ii. combine an established record of continuing high quality Research with an established record of excellent Teaching and satisfactory Service.

b) In assessing Research and Teaching, the Tenure and Promotion Committee will take into account the amount of Service.

c) Evidence of Teaching and Research varies among the disciplines. Committees shall recognize this variation when assessing the evidence required by this Agreement and shall give consideration to both quantitative, qualitative and/or mixed methodologies as appropriate to the discipline.

21.02 Timing of Promotion to Professor

a) Normally, a candidate for promotion must have spent at least five (5) years as an Associate Professor, at least ten (10) years as a full-time faculty member, and have been a faculty member at UOIT for a minimum of three (3) years. The Provost may consider equivalencies for any of the above criteria before a candidate begins their consideration for promotion. Reasonable requests shall not be denied.

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

c) A Faculty Member who has begun the process of candidacy for promotion may withdraw his/her candidacy before the Tenure and Promotion Committee 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 1.

e) By May 15 the Provost shall determine according to Article 21.02 a) the eligibility of the candidate(s) brought forward under Article 21.02 d).

21.03 The Tenure and Promotion Committee

a) The Tenure and Promotion Committee is established under Article 20.05 a).

b) The Tenure and Promotion Committee shall be chaired by the Provost, in a non-voting capacity, to consider promotion applications and to make recommendations for promotion to the President.

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

cases an alternate from the corresponding elected or appointed group will replace the Tenure and Promotion Committee member.

d) The Tenure and Promotion Committee which reviews any given case shall consist of seven (7) members, at least four (4) of whom shall be elected members. The selection of the Committee shall be made to ensure broad Faculty and disciplinary representation.

e) The Tenure and Promotion Committee shall prepare its written recommendation which includes a summary of the evidence before the Committee and a statement which indicates clearly the Committee's detailed reasons for its recommendation. This statement of reasons shall clearly relate to the criteria for the award of promotion as per Article 21.01. The final text of the written recommendation shall be reviewed by all the Committee members who served on the case in question.

21.04 Referees and Written Evaluations

a) All referees will normally be senior academics with the rank of Professor and at arm's length from the candidate.

b) The Dean will obtain letters of appraisal from a minimum of two (2) internal referees. Whenever possible, these internal referees should be drawn from the Faculty in which the candidate holds an appointment, or from related disciplines. External referees can be substituted in consultation with the candidate if there is a shortage of qualified internal referees.

c) The candidate shall provide the Dean with a list of at least four (4) possible external referees. The Dean shall obtain letters of appraisal from at least two (2) external referees from this list of nominees.

d) In addition, the Dean will obtain letters of appraisal from at least two (2) external referees knowledgeable in the candidate's discipline.

e) The documentation provided to the Tenure and Promotion Committee will make it clear which referees were nominated by the candidate or by the Dean, and will include a statement describing the qualifications of each referee.

f) Supervisors and collaborators cannot act as referees.

g) When inviting prospective referees, the Dean shall include a copy of the criteria for promotion from Article 21.01, as well as Article 16, that outlines the way that Research, Teaching, and Service are defined for Faculty Members at UOIT.

h) All referees will be provided with the documentation as set out in Article 21.06 a), b) c) and d). All referees shall be asked to evaluate the candidate's Research. Referees shall also be asked to assess the candidate's Teaching. External Referees will evaluate Teaching based on the materials in the Teaching Dossier. Internal Referees shall also spend some time in the classroom (face-to-face and/or online) of the candidate whose Teaching is being assessed as well as examining the candidate's Teaching Dossier.

i) The referees will be directed to evaluate separately the candidate's Research and Teaching with respect to whether the candidate has attained an established record of excellence, or whether the candidate has attained an established record of continuing high quality, or whether the candidate has fallen short of establishing a record of continuing high quality. Referees will not be asked to make a recommendation either for or against promotion.

j) Referees will be asked to submit their letters of appraisal by November 15.

k) The Dean will 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 suitability for promotion as it relates to Research, Teaching, and Service, and based on the criteria in Article 21.01.

l) The Dean may communicate with former students of the candidate requesting letters evaluating the Faculty Member's Teaching.

m) 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 and identified as solicited reviews in the dossier.

21.05 Documentation

The candidate's Official File, excluding any disciplinary letters, shall be made available to the members of the Tenure and Promotion Committee. In addition to the Official File, the candidate and the Dean are responsible for other promotion documentation as specified in Article 21.06, Article 21.07 b) and Article 21.08.

21.06 Documentation Provided by the Candidate

A Faculty Member who has been determined to be an eligible candidate for promotion under Article 21.02 e) shall provide to the Dean by August 31:

a) An updated and complete curriculum vitae;

b) A written statement by the candidate that addresses how the candidate has satisfied the criteria for promotion.

- Candidates shall indicate in the statement whether they wish to be assessed under the criteria in Article 21.01 a) i, or under the criteria in Article 21.01 a) ii;

- This statement will also include three (3) main sections that address the Research, Teaching, and Service criteria as outlined in Article 21.01;

c) A selection of the candidate's work that best represents the candidate's Research. This selection will be considered by the Tenure and Promotion Committee and the referees. The candidate will include a rationale for this selection of works. Material not included in the selection will be available to the referees and the Tenure and Promotion Committee on request;

d) A Teaching Dossier; and

e) Any other documentation including letters collected by the candidate. These signed letters will all be compiled in the promotion file and identified as solicited reviews in the dossier.

21.07 Opportunity to Respond

a) By December 1 the Dean will 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 with identifying information of students removed; and
iii. the Dean's(s') assessment(s) of whether the candidate has met the criteria for promotion as set out in Article 21.01.

b) The candidate will have until the first Day of January to provide a written response on the assessments of the referees, colleagues, students and the Dean(s) which will be included in the promotion documentation for the Tenure and Promotion Committee.

c) The names of the members of the Tenure and Promotion Committee shall be communicated to the candidate by December 1, with the request that the candidate communicate, in writing, to the Provost, any objection(s) concerning any member of the Committee within ten (10) Days, stating the reason for the objection(s). The Provost, after considering the candidate's response to the proposed membership of the Tenure and Promotion Committee and taking appropriate steps to resolve any

objections, shall determine a date and time for the meeting and notify members of the Tenure and Promotion Committee.

21.08 Documentation provided by the Dean

By the first Day in January the Dean shall provide to the Tenure and Promotion Committee:

a) The Dean's assessment of whether the candidate has met the criteria for promotion set out in Article 21.01;

b) Letters from the referees;

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

d) If relevant an assessment of whether the candidate has met the criteria for promotion as set out in Article 21.01 from the Dean of the Faculty in which the candidate is cross-appointed; and

e) The candidate's documentation as provided in Article 21.06.

21.09 Promotion Procedures of the Tenure and Promotion Committee

a) The Provost shall chair the Tenure and Promotion Committee.

b) The Tenure and Promotion Committee quorum is the full membership. Meetings shall be held in camera. The deliberations of the Tenure and Promotion Committee are confidential, and the votes of individual Committee members are confidential to the Tenure and Promotion Committee. While the content of the Committee meetings is confidential, this shall not prohibit members of the Committee from raising concerns about the functioning of the Committee with the Office of the Provost and/or the Association.

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

d) The Tenure and Promotion Committee shall make its recommendation solely on the evidence before it and may recess to consider the evidence and whether additional information is required. If additional information is obtained, the Chair of the Tenure and Promotion Committee will provide the candidate a copy of this evidence consistent with the requirements and processes of Article 21.07 a). The candidate will have five (5) Days to respond.

e) The Tenure and Promotion Committee may recommend only that promotion be granted or be denied. The vote shall be by signed private ballot, after which the Chair will announce to the Tenure and Promotion Committee how each member voted. A recommendation to grant promotion must be approved by a majority of the members of the Tenure and Promotion Committee. Abstentions are not permitted. The Chair is a non-voting member.

f) In the event of a proposed negative recommendation, the Tenure and Promotion Committee shall recess and provide the candidate with a written statement of detailed reasons for the proposed recommendation, and a notification of the opportunity to respond to the statement, within ten (10) Days in writing and, at the candidate's option, orally. This statement of reasons shall be clearly related to the criteria for the award of promotion in accordance with Article 21.01. In the case of an oral response, the candidate shall have the right to have an Association representative present when making the presentation. In preparing a response, candidates shall have access to the full contents of their promotion file, including confidential letters with identities redacted. The Tenure and Promotion Committee must then have a final meeting to record its recommendation.

g) The Tenure and Promotion Committee shall draft a detailed statement of the reasons for its final recommendation and a summary of the evidence. The final text of the document communicating the Tenure and Promotion Committee's recommendation shall be reviewed by all the Tenure and Promotion Committee members. The final document then shall be forwarded to the President.

21.10 <u>The Recommendation</u>

a) The Chair of the Tenure and Promotion Committee shall, not later than March 31, convey the Tenure and Promotion Committee's recommendation to the candidate and the President.

b) The Tenure and Promotion Committee's recommendation to the President shall be accompanied by all of the documentation before the Committee. The recommendation shall include a summary of the evidence before the Tenure and Promotion Committee and shall indicate clearly why the recommendation is for or against promotion.

c) The President shall inform the candidate and the Chair of the Tenure and Promotion Committee of the President's recommendation within one (1) month of receiving the recommendation. If the President's recommendation is different than that of the Tenure and Promotion Committee, the President will supply written reasons.

d) The President, shall notify the Board of Governors that his/her recommendation will be presented for the Board's approval at its next scheduled meeting.

e) Subsequent to Board deliberation, the President shall convey the decision to the candidate within ten (10) Days with a written statement of reasons and, in the event of a negative decision, a summary of the evidence.

f) A promotion will be effective on the following July 1.

21.11 Appeals Against Denial of Promotion

a) The Tenure and Promotion Appeal Committee is established under Article 20.15 a).

b) An unsuccessful candidate for promotion may appeal a negative recommendation in writing to the Tenure and Promotion Appeal Committee within ten (10) Days of notification. Appeals may be launched on either or both of two (2) grounds:

   i. that the procedures described in this Article have not been properly followed, or
   ii. that the Research, Teaching, or Service of the candidate were not evaluated fully and/or fairly.

c) The Chair of the Tenure and Promotion Appeal Committee shall;

   i. receive all of the material provided to the Tenure and Promotion Committee in Article 21.06, Article 21.07 b) and Article 21.08 and the recommendation of the Tenure and Promotion Committee;

   ii. arrange a meeting with the Committee to occur as soon as possible, normally within twenty (20) Days; and

   iii. invite the candidate and the Chair of the Tenure and Promotion Committee to appear before it. The candidate may invite a representative of the Association to attend.

d) The Tenure and Promotion Appeal Committee shall carefully consider the documentation assembled under Article 21.11 c) as it relates to the grounds of the appeal in Article 21.11 b).

e) The Chair of the Tenure and Promotion Appeal Committee will report the Committee’s recommendation, which includes a summary of the evidence before the Committee and a statement which indicates clearly the Committee’s detailed reasons for its recommendation, to the President and the candidate within fifteen (15) Days of the meeting in Article 21.11 c).

f) The President shall convey the President's decision to the candidate within ten (10) Days of receiving the report from the Chair of the Tenure and Promotion Appeal Committee.

g) In the case of a positive recommendation by the President, the President shall notify the Board of Governors that their recommendation will be presented for the Board's approval at its next scheduled meeting.

h) Subsequent to Board deliberation, the President will convey the decision to the candidate within ten (10) Days with a written statement of reasons and, in the event of a negative recommendation, a written summary of the evidence.

21.12 Grievance of Appeal Decision

a) If promotion is ultimately denied after the processes of Article 21.11 have been exhausted, the Association may file a grievance on behalf of the Faculty Member, commencing at Step 2 of Article 11.06 of the grievance procedure.

b) An arbitrator appointed pursuant to an Article 21.12 a) grievance shall either deny the grievance or uphold it. If the arbitrator upholds the grievance the arbitrator will be limited in remedy to a quashing of the ultimate decision and a direction that a newly constituted Tenure and Promotion Committee reconsider the recommendation.

c) A newly constituted Tenure and Promotion Committee will follow the same steps set out in this Article mutatis mutandis. This Committee will receive all documentation relative to the original application, including a copy of the arbitrator's award. This Committee will make a final and binding decision and report this decision to the President who will advise the Board of Governors and the candidate.

Article 22 – Intellectual Property

22.01 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 except as under the terms of the Letter of Understanding re Intellectual Property dated March 16, 2016 as mutually agreed to by the Parties.

22.02 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.

22.03 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 Faculty Member(s), 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 Agreement. Such disputes will be resolved through the process set out in Article 22.04. Any dispute with respect to intellectual property that involves any other party not covered by the provisions of the Agreement will be resolved using the Dispute Resolution procedure of the Intellectual Property policy.

22.04 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 Faculty Member(s), will be resolved as follows:

i. The Faculty Member will contact the Association to produce a statement describing the basis for the dispute and the Association will submit this statement to the Office of the Provost 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 Office of the Provost will convene a meeting with the Association and the 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 Association will advise the Office of the Provost that an Intellectual Property Appeal Committee is required. Failing such notice, the matter will be deemed to have been abandoned.
iv. Within ten (10) Days of receipt of notification under iii. above, the Employer and the Association will each appoint one (1) 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 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 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 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 (50%) of the fees and expenses of the Chair.

22.05 For clarity, if the Employer exercises its right under the Intellectual Property policy to copy, use or modify a Faculty Member's teaching material, it is the Employer's responsibility to obtain permissions, for any distributions or publications of that teaching material, from any non-faculty authors with copyright in that material. It is the Faculty Member's responsibility to identify such authorship.

Article 23 – No Layoffs

23.01 There shall be no layoffs of Faculty Members while this Agreement remains in force.

Article 24 – Discipline

24.01 Investigation

a) When the Employer is aware of circumstances which, if found to have occurred, may lead to a decision to discipline a 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 unless otherwise mutually agreed by the Parties. The Employer shall take reasonable steps to maintain the Faculty Member's privacy and confidentiality concerning any such investigation.

b) If the Employer believes on the basis of its investigation under Article 24.01 a) that there are grounds for potential discipline of a Faculty Member, the Dean shall arrange a meeting with that Faculty Member. The Dean shall immediately notify the Faculty Member and the Association in writing that the subject of the meeting may be discipline and of the Faculty Member's right to have a representative of the Association accompany the Faculty Member to the meeting.

c) It is expected that the Association will attend the meeting in Article 24.01 b) with the Faculty Member and be involved in the other processes of this Article. In the event that the Association is not involved, it will notify the Employer, in writing, in advance of any meeting and/or action under this Article. In such a situation, the Employer will not advise or copy the Association as required by this Article unless and until such notification is withdrawn by the Association.

d) A meeting called under Article 24.01 b) shall take place as soon as possible, taking into consideration the affected Faculty Member's availability but, in the normal course of events, no later than three (3) Days from the time of the Dean first notifying the Faculty Member under Article 24.01 b).

e) At a meeting called under Article 24.01 b) the Dean shall advise the Faculty Member and the Association of the reasons for which discipline is being considered and provide the Faculty Member with an opportunity to respond. The Faculty Member may decline this opportunity. If after holding this meeting the Dean decides to pursue the matter, the Dean shall provide the Faculty Member and the Association 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 Faculty Member the Dean will advise the Faculty Member and the Association, if it is involved, within five (5) Days.

f) The 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 called under Article 24.01 b). If the Faculty Member chooses to exercise this right the Faculty Member 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 Faculty Member may request to provide this written response at a meeting with the Dean.

g) The Dean shall inform the Faculty Member and the Association of the decision in writing within five (5) Days of providing the written description under Article 24.01 e) or the due date for the Faculty Member's written response under Article 24.01 f), whichever is later.

h) If the Dean's decision under Article 24.01 g) is that no discipline is warranted, the 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 24.01 a), may remove a Faculty Member from the workplace with full pay during the investigation of the alleged action or behaviour prior to holding a meeting under Article 24.01 b). The Faculty Member and the Association shall receive a letter advising of the matter being investigated, any restrictions placed on the Faculty Member's access to individuals or to the University campus, and advising of the right to consult with a representative of the 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 Faculty Member and the Association. Within five (5) Days of removing the Faculty Member from the workplace the Employer will consult with the Faculty Member about the Faculty

Member's on-going Research and will facilitate measures necessary to minimize damage to that Research.

24.02 Discipline

a) The Employer may discipline a Member only for just cause. Discipline shall be commensurate with the nature of the cause giving rise to it, and shall be based on the principle of progressive discipline with the aim of being corrective.

b) Disciplinary measures which may be taken by the University include:

i. a letter of warning;
ii. a letter of reprimand;
iii. a suspension with pay;
iv. a suspension without pay; or
v. termination.

c) In the alternative to b) the Parties may mutually agree to a restorative justice solution.

d) A disciplinary measure shall be documented and clearly identified as disciplinary. The discipline document shall be provided to the Faculty Member and the Association and placed in the Faculty Member's Official File.

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

f) In the event that a suspension or a termination is grieved, the grievance shall commence at Step 2 of Article 11.06 of the grievance procedure. The arbitration process set out in Article 11.07 i). 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.

g) Prior to suspending a Faculty Member the Employer will consult with the Faculty Member about their on-going Research and will facilitate measures necessary to minimize damage to that Research.

h) Any record of discipline shall be removed from a Faculty Member's Official File and Human Resources file after two (2) years provided that there is no further disciplinary action initiated under Article 24.01 a) during the two (2) year period.

Article 25 – Compensation

25.01 Salary

a) No Faculty Member has an annual base salary that is lower than the salary floor set out in Appendix "A".

b) A Faculty Member's base salary can be increased by five (5) separate components:

i. Across the Board (ATB) Increase;
ii. Career Development Increments (CDI);
iii. Achievement Increment;
iv. Promotion Increment;
v. Competitive Adjustment.

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

25.02 ATB increases are applied to Faculty Members' base salaries and to the salary floor. ATB increases and effective dates are set out in Appendix "A".

25.03 Career Development Increments (CDI)

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

b) A Faculty Member whose base salary is less than 2.5 times the salary floor is eligible for a CDI. A Faculty Member's maximum CDI is the lesser of: a full CDI, or the amount necessary to bring that 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.

c) A Faculty Member whose performance in all of Research, Teaching, and Service is satisfactory shall receive one (1) CDI. Any Faculty Member who is deemed unsatisfactory in at least one (1) of Research, Teaching, and Service for two (2) successive years will not receive one (1) CDI. A Faculty Member who has been denied a CDI and whose performance in all of Research, Teaching, and Service is subsequently satisfactory shall receive one (1) CDI and have the most recently lost CDI reinstated in the amount of the CDI denied.

d) In the assessment of performance the Dean may take into account any substantial absence during the performance review period due to either a leave as set out in Article 28 or a disability as set out in Article 26.05 and/or Article 26.06. In the event that a Faculty Member has taken a leave under Short Term Disability (Article 26.05), Long Term Disability (Article 26.06), maternity (Article 28.04), parental/adoption (Article 28.05), during the performance review period to such an

extent that a meaningful evaluation cannot be made, the Dean shall substitute the Faculty Member's previous year's assessment.

e) Research Leaves

Faculty Members who are on Research leave in the July to December six (6) month period are assessed at the same time as other Faculty Members. Faculty Members whose Research leave includes 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 back paid to July 1.

25.04 Achievement Increment (AI)

a) A Faculty Member wishing to be considered for an AI award shall indicate this to the Dean at the meeting described in Article 17.02 b). The Dean of each Faculty shall, at the Dean's sole discretion, award (an) AI(s) to (a) Faculty Member(s) who have indicated they would like to be considered for an AI award and who have demonstrated achievement in Research, Teaching, and Service.

b) In making the award, the Dean shall take into account the career stage of the Faculty Member and their record of achievement over their last three (3) years, or for the period since the Faculty Member last received an AI, whichever is less.

c) The Dean shall write a letter setting out the achievements during the period considered of the Faculty Member awarded an AI. This letter shall be placed in the Faculty Member's Official File.

d) The value of the AI shall be twenty four hundred dollars ($2,400), effective from July 1 of the year of the meeting under Article 17.02 b).

e) There shall be twenty four (24) AI awards effective on each July 1. At least one (1) of these awards shall be awarded in each Faculty. The balance of the AI awards shall be distributed by the Provost in whole units to Faculties on a basis relative to the number of Faculty Members in each Faculty. This distribution will be equalized on this basis over a three (3) year period.

f) A Faculty Member cannot receive more than one (1) AI in a year.

g) A Faculty Member cannot receive AIs in consecutive years.

h) The awarding of an AI is not grievable.

25.05 Promotion Increment

A Promotion Increment will be awarded to a Faculty Member who is promoted to Associate Professor or to Professor. The value of a Promotion Increment shall be one (1) CDI.

25.06 Competitive Adjustment

In a year that a Competitive Adjustment applies it shall be added to the ATB and applied in the same manner as in Article 25.02.

25.07 Research Services Contract

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

25.08 Course Releases/Stipends

a) Faculty Members who, in addition to their regular duties, are appointed by the Dean as Assistant Deans, Department Chairs, Program Directors and/or Program Coordinators will be given a course release or paid an annual stipend of $7,500, at the discretion of the Dean.

b) The Faculty Member's additional duties for which they are receiving a course release or stipend become part of the normal workload expectations of the Faculty Member's appointment.

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

25.09 Overloads

a) As outlined in Article 16.05 f) a Faculty Member may undertake up to one (1) overload course for a reduced Teaching load within the year or an overload payment. By definition, an overload course is in addition to a 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 $8,400 per overload course.

25.10 Employment in External Remunerative Activities

Members are permitted to earn additional income from external activities, providing that all such activities are arranged so as not to conflict or interfere with their overriding commitment and primary professional loyalty to the University.

a) The teaching of courses on overload (as per Article 16) shall not be considered external remunerative activity.

b) A Faculty Member will be alert to the possible effects of these outside activities on the Faculty Member's obligations to the University and is responsible for consulting with the Dean before becoming involved in any outside activity that could lead to a conflict or the appearance of a conflict of commitment or interest.

Article 26 – Pension and Benefits

26.01 Pension

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

a) Eligibility

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

c) Member Contributions

Every 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 (2) components:

i. a basic contribution of six percent (6.0%) of pensionable earnings;

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 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 26.04.

Each Faculty Member will make an election each year in advance to direct part or all of their supplemental contributions to the Defined Contribution Pension Plan or to the Health Care Expense Account. If the Faculty Member does not make an election in a given year the election from the previous year will continue.

e) Vesting

Employer contributions to the plan vest immediately.

f) Investment Options

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

g) Supplemental Retirement Arrangement (SRA)

The Employer provides the SRA in accordance with the requirements of the Canada Revenue Agency (CRA) and as set out under the terms of the SRA.

26.02 Extended Health Care Plan

The Employer shall establish and maintain an Extended Health Care Plan.

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

b) Entitlement for extended health care benefits shall be governed exclusively by the terms of the Extended Health Care Plan and shall be determined exclusively by the applicable Insurance Carrier.

c) The responsibility of the Employer in respect of the Extended Health Care 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 than the coverage at June 30, 2015 is maintained. If the Insurance Carrier is changed, the Employer shall provide to the Association proof of coverage upon request.

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

f) Entitlement issues are not subject to the grievance and arbitration provisions of the Agreement and are to be dealt with exclusively by the employee and the Insurance Carrier. In the event the Association advises the Employer that a Faculty Member is not receiving appropriate coverage under the plan, it will contact the Manager, Pension, Benefits and Wellness who will investigate and work with the Insurance Carrier to rectify the matter.

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

26.03 Dental Plan

The Employer shall establish and maintain 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 than the coverage at June 30, 2015 is maintained. If the Insurance Carrier is changed, the Employer shall provide to the Association proof of coverage upon request.

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

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

the event the Association advises the Employer that a Faculty Member is not receiving appropriate coverage under the plan, it will contact the Manager, Pension, Benefits and Wellness who will investigate and work with the Insurance Carrier to rectify the matter.

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

26.04 Health Care Expense Account (HCEA)

a) The Employer shall make available $900 effective January 1 of each calendar year for Faculty Members who are otherwise eligible to receive benefits under the Extended Health Care and Dental Plans plus any additional amount as directed by the Faculty Member in Article 26.01 d) ii. This amount will increase to $1,000 effective January 1, 2017 and $1,100 effective January 1, 2018.

b) The HCEA may only be utilized by a Faculty Member 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 Extended Health Care and Dental Plans.

c) Entitlement for reimbursement shall be governed exclusively by the terms of the HCEA.

d) Any unused allocation in a Faculty Member’s 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. Faculty Members who are no longer employed by the University will immediately forfeit any unused balance.

e) Unused HCEA balance at the date of retirement will be rolled to the retirement HCEA account per Article 26.09 c) in keeping with *Income Tax Act* rules.

26.05 Short Term Disability Benefits

a) A Faculty Member who is unable to perform their responsibilities due to illness or accident is eligible to receive one hundred percent (100%) salary for up to six (6) months, followed by seventy-five percent (75%) of salary for up to an additional six (6) months.

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

26.06 Long Term Disability Benefits

The Employer shall establish and maintain a Long Term Disability Plan.

a) All Faculty Members 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) Faculty Members 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 than the coverage at June 30, 2015 is maintained. If the Insurance Carrier is changed, the Employer shall provide to the Association proof of coverage upon request.

g) Entitlement issues are not subject to the grievance and arbitration provisions of the Agreement and are to be dealt with exclusively by the Faculty Member and the Insurance Carrier. In the event the Association advises the Employer that a Faculty Member is not receiving appropriate coverage under the plan, it will contact the Manager, Pension, Benefits and Wellness who will investigate and work with the Insurance Carrier to rectify the matter.

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

26.07 Life Insurance

The Employer shall establish and maintain a Life Insurance Plan.

a) The Employer shall pay one hundred percent (100%) of the premiums associated with Basic Life Insurance. Faculty Members 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 than the coverage at June 30, 2015 is maintained. If the Insurance Carrier is changed, the Employer shall provide to the Association proof of coverage upon request.

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

f) Entitlement issues are not subject to the grievance and arbitration provisions of the Agreement and are to be dealt with by the Faculty Members and the Insurance Carrier. In the event the Association advises the Employer that a Faculty Member is not receiving appropriate coverage under the plan, it will contact the Manager, Pension, Benefits and Wellness who will investigate and work with the Insurance Carrier to rectify the matter.

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

26.08 Accidental Death and Dismemberment (AD&D) Insurance

The Employer shall establish and maintain 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. Faculty Members 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 AD&D 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 than the coverage at June 30, 2015 is maintained. If the Insurance Carrier is changed, the Employer shall provide to the Association proof of coverage upon request.

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

f) Entitlement issues are not subject to the grievance and arbitration provisions of the Agreement and are to be dealt with by the Faculty Members and the Insurance Carrier. In the event the Association advises the Employer that a Faculty Member is not receiving appropriate coverage under the plan, it will contact the Manager, Pension, Benefits and Wellness who will investigate and work with the Insurance Carrier to rectify the matter.

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

26.09

a) Pension and Benefits Advisory Committee

The Association shall appoint one (1) Faculty Member to the University's Pension and Benefits Advisory Committee. The Committee reviews the Defined Contribution Pension Plan and Benefits Plans and recommends to the University changes in these plans from time to time.

b) Cessation of Benefits

Faculty Members who have not reached their normal date of retirement (NDR; age 65) shall be eligible for the benefits set out in Articles 26.02 to 26.08. Faculty Members who choose to work beyond their NDR shall be eligible for all benefits except for Long Term Disability which shall cease at age sixty-five (65) (Article 26.06) and Optional Life Insurance (Article 26.07) which shall cease at age sixty-nine (69). All benefit coverage shall cease as of the date the Faculty Member retires or, if still in active employment, on December 31 of the calendar year in which the Faculty Member turns seventy-one (71), or such other date as prescribed by the *Income Tax Act*. If the Faculty Member continues in active employment beyond this date, the Faculty Member 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 26.09 c).

c) Post Retirement Benefits

When a Faculty Member retires from employment with the Employer, their benefit coverage ceases. When a Faculty Member who has ten (10) years of service with the Employer, and who is at least sixty (60) years of age, retires directly from employment with the Employer, the University will 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.

26.10 Dependant Tuition Assistance Program (DTAP)

a) A dependant or spouse of a Faculty Member, effective the first fall semester following the completion of six (6) months of service with the Employer, may qualify for a DTAP benefit valued at 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 benefit is available for a maximum of four (4) years.

b) The University shall establish annually a fixed sum of money available for such DTAP benefits.

c) An eligible dependant may receive the DTAP benefit for a program of study in an amount of up to fifty percent (50%) of the tuition for a first year Bachelor of Arts (B.A.) program at UOIT for the semester(s) for which the application is being made. For an eligible student attending UOIT, the value of the DTAP benefit will be fifty percent (50%) of the tuition for a first year Bachelor of Arts (B.A.) program at UOIT. Should the total value of all DTAP applications from all dependants for the year exceed the fixed funds available, after providing for the DTAP benefit for eligible students attending UOIT, the amount of the DTAP benefit will be determined on a pro-rata basis such that there will be an equal sharing of available funds amongst all other eligible dependants.

d) The Employer will provide the DTAP benefit following any program of study withdrawal date in effect at the institution in which the student is enrolled.

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

f) The dependant or spouse must have paid all tuition and other mandatory fees.

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

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

26.11 Professional Development Allowance (PDA)

Eligibility

a) All full-time Faculty Members will be allocated a professional development allowance each Appointment Year. A pro-rated PDA will be allocated to a Faculty Member joining the University after July 1.This amount will be $1,900 effective July 1, 2015, $1,975 effective July 1, 2016 and $2,050 effective July 1, 2017.

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

c) Use of Funds

The funds are designated for use by the 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 Faculty Member's professional development;
iii. travel, including registration, transportation, food and accommodation for the Faculty Member to attend conferences, field trips, research visits, or workshops;
iv. subscriptions to professional publications;
v. expenses directly associated with Teaching responsibilities or current active Research or professional programs, including equipment such as electronic hardware and software;
vi. other items as approved by the Dean.

d) All goods purchased through the Professional Development Expense Account remain the property of the University. If a Faculty Member wishes, they may purchase these items from the University after four (4) years at fair market value.

e) Unspent Balances and Borrowing

PDA accounts will be adjusted to the budget at July 1. If a Faculty Member has not spent all of their PDA prior to July 1, the unspent allocation will be made available to that Faculty Member for up to three (3) further years.

26.12 Moving Expenses

The Employer will provide a moving expenses allowance to newly recruited Faculty Members in accordance with its guidelines in effect on July 1, 2015 and as approved by the VP of Human Resources and Services, January 2013.

26.13 Employee Family Assistance Program

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

26.14 Transportation Between Campuses

Unless the Employer provides a system of complimentary transportation, the Employer will reimburse Faculty Members in the amount of $3.50 for each one (1) way trip between its downtown and north Oshawa locations.

26.15 Professional Fees

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

Article 27 – Vacation and Holidays

27.01 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 working day).

27.02 Vacation

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

b) After ten (10) years of employment with the Employer the Faculty Member will 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 (1) 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) Faculty Members are deemed to have taken their vacation entitlement in a given year. Faculty Members are not entitled to any payout of unused vacation days upon resignation, retirement or other form of termination.

Article 28 – Leaves of Absence

28.01 Unpaid Leave of Absence

a) A 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 must also 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 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 Faculty Member will not be eligible for short term disability benefits or long term disability benefits.

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

f) On return from an unpaid leave the Faculty Member will be eligible for any across-the-board increase effective during the leave and consideration for CDI and AI pro rata for the segment(s) of time worked prior to or after the leave.

28.02 Political Leave

A public elective office shall include Member of Parliament, Member of a Provincial Parliament, municipal (including Regional) councillor, 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 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 ninety (90) 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 Faculty Member is elected, the Faculty Member 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 shall be granted leave without pay for the life of that Parliament, up to and including polling day for the subsequent Parliament;

ii. If the Faculty Member is re-elected to serve in successive Parliaments, the Faculty Member will be required to apply for a further leave, which shall 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 their University responsibilities shall contact the Dean under Article 28.02 d).

c) Should a Faculty Member continue to serve in public office after the expiry of an Employer granted leave, the Faculty Member shall be deemed to have resigned their University post and this will be confirmed in writing to the Faculty Member. 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 Faculty Member's performance is being adversely affected by civic duties then the Dean will discuss the matter with the Faculty Member and make appropriate adjustments to the Faculty Member's workload. If the Faculty Member's resultant workload is less than a full workload, the Faculty Member's pay will be reduced on a pro rata basis.

e) A 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.

28.03 Research Leave

a) Faculty Members with tenure are eligible for Research leave for a period of up to, but not exceeding, twelve (12) months, after completing six (6) Appointment Years of full-time Research, Teaching, and Service, unless a period of less than six (6) Appointment Years is specified in the Faculty Member's letter of appointment.

b) For clarity the workload of a Faculty Member on Research leave is 100% Research, 0% Teaching, and 0% Service. Any variation from this must be documented and have the mutual agreement by the Faculty Member and the Dean.

c) Members with reduced workload as per Article 16.06 shall be eligible for Research leave according to the length of service, not prorated. However, the percentage of salary to be paid during Research leave shall be a percentage of the full-time nominal salary prorated to the reduced workload.

d) Research leave is encouraged but it is not an entitlement. If a Faculty Member is denied Research leave they are entitled to receive a written explanation of the reasons for the decision. Where a Faculty or program may be adversely affected by the number of Faculty Members eligible for Research leave in a given year, the

Employer may postpone a leave for a period of no more than one (1) year. When the Employer postpones a Faculty Member's leave for which the Faculty Member is otherwise eligible, the period of postponement is subtracted from the time required to qualify for a subsequent leave. Normally the University will not consider granting a full year's leave in two (2) consecutive years to a Faculty Member.

e) Eligibility for second and subsequent leaves to an initial leave at the University shall be six (6) full Appointment Years of full-time Research, Teaching, and Service after the Faculty Member's return from a Research leave if the Faculty Member chooses to take a twelve (12) month leave. Otherwise eligibility for a six (6) month leave will be after three (3) full Appointment Years of full-time Research, Teaching, and Service after the Faculty Member's return from a Research leave.

f) Applications for Research leave shall reach the Office of the Provost at least nine (9) months prior to the expected commencement date of the leave. Deadlines for application are October 1 for leaves starting July 1 of the subsequent year and March 1 for six (6) month leaves starting on January 1 of the subsequent year. Applications must include the Faculty Member's plans for Research activities while on leave. Six (6) month leaves only can begin on July 1 or January 1.

g) The Employer will continue salary payments during the Research leave, subject to the following terms:

   i. Research leaves shall be at eighty-five percent (85%) salary.

   ii. A Faculty Member eligible for a twelve (12) month leave may choose to take a six (6) month leave at one hundred percent (100%) of salary instead.

   iii. Faculty Members at the outset of their academic careers are eligible to apply for an initial twelve (12) month Research leave at one hundred percent (100%) salary.

h) A written report must be submitted to the Dean within four (4) months of the completion of the leave, providing details of the Research undertaken.

i) A Faculty Member proceeding to Research leave shall report to the Provost all anticipated salary, professional fees and Research stipend income from sources other than the University. Such income, together with the University Research leave salary, shall not exceed one hundred percent (100%) of the Faculty Member's normal professional income exclusive of variable pay, plus reasonable Research, travel and associated expenses. Where such a total is exceeded, the University Research leave salary may be correspondingly reduced.

j) A Research leave is not normally intended to allow an opportunity for a Faculty Member to assume a full-time salaried position elsewhere. A Faculty Member wishing to take up such a position will normally resign or make application for a leave of absence without pay.

k) Faculty Members proceeding to Research leave are encouraged to apply for external Research assistance and the Employer shall assist a Faculty Member in the classification of a portion of the Faculty Member's Research salary as a Research grant.

l) Except under extraordinary circumstances (e.g. when the Faculty Member is approaching normal retirement, or as part of an agreed voluntary separation agreement) Faculty Members are expected to return to the University for at least one (1) year of service following a period of Research leave. Such an arrangement must have the prior written approval of the Provost.

28.04 Maternity Leave

a) Under the Employment Standards Act (ESA), the natural (birth) mother is eligible for a Maternity leave which shall be unpaid except as set out in Article 28.06 of up to fifty-two (52) weeks, comprised of a two (2) week waiting period, fifteen (15) weeks maternity leave and thirty-five (35) weeks parental leave.

b) For Faculty Members on Maternity leave the Employer will continue to pay premiums for extended health care, dental, life insurance and accidental death and dismemberment insurance coverage. The Faculty Member will continue to pay the premiums for LTD and any other premiums normally paid by the Faculty Member under Article 26 and Appendix B. In addition, during the course of such leaves the Employer and employee pension contributions shall continue if the Faculty Member elects to continue to make the employee portion of the pension contributions.

28.05 Parental and Adoption Leaves

a) A Faculty Member who is a parent not covered under Article 28.04 is entitled to Parental leave, which shall be unpaid except as set out in Article 28.06, 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 Article 28.05 a) is reduced by the number of weeks of Parental or Adoption leave taken by the Faculty Member's partner.

c) A parent 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) For Faculty Members on a Parental or Adoption leave the Employer will continue to pay premiums for extended health care, dental, life insurance and accidental death and dismemberment insurance coverage. The Faculty Member will continue to pay the premiums for LTD and any other premiums normally paid by the Faculty Member under Article 26 and Appendix B. In addition, during the course of such leaves the Employer and employee pension contributions shall continue if the Faculty Member elects to continue to make the employee portion of the pension contributions.

28.06 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 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 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 a calendar month of commencing the leave.

c) The calculation of the SUB shall be calculated on the Faculty Member's salary effective the day before the Faculty Member starts the leave.

d) The SUB shall be recalculated during a Maternity, Parental or Adoption leave for a Faculty Member who would have otherwise been awarded any ATB, CDI, promotion increment and/or AI increase during the period of the leave.

28.07 Bereavement Leave

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

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

children of same-sex partner, step-children, ward, brother, sister, father, and mother.

For an “extended family” member, three (3) Days of paid leave at the Faculty Member’s regular rate of pay will be provided. Extended family is defined as the 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 Faculty Member’s spouse, common-law spouse, or same-sex partner, step-mother and step-father.

b) If bereavement leave is required in the event of the death of a person significant to the 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 three (3) Days, with the approval of the Faculty Member’s Dean.

c) Where bereavement leave requires extensive travel, at the discretion of the Dean, the 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 or in a non-consecutive manner in the event of a later memorial service. A Faculty Member is expected to give the Dean adequate notice in the event of a later memorial service.

e) A Faculty Member shall notify the Dean in the event of requiring a bereavement leave.

28.08 Compassionate Leave

At the discretion of the Dean a paid leave of up to three (3) weeks may be granted in compassionate circumstances.

28.09 Compassionate Care and Family Medical Leave

a) The Employer shall grant compassionate care leave, as requested by the 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 28.06.

28.10 Employment Standards Act Leaves

The Employer shall grant unpaid leaves as requested by the employee in accordance with the Employment Standards Act. Examples of such leaves are; Family Caregiver Leave, Critically Ill Child Care Leave and Crime-related Child Death or Disappearance Leave as requested by the employee.

28.11 Court Leave

a) Upon written request, a 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 Faculty Member is not a party.

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

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

Article 29 – Term

29.01 This Agreement shall continue in force and effect until June 30, 2018 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 Agreement that it desires to amend or terminate it.

29.02 If, pursuant to the notice provided in Article 29.01, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed by the Parties or until the conciliation process prescribed under the *Labour Relations Act* has been completed, which ever date should first occur.

Signed this 16th day of March, 2016.

For the University of Ontario Institute of Technology:

Robert Bailey
Associate Provost

Michael Dewson
Special Advisor to the Provost

Murray Lapp
VP, Human Resources and Services

Krista Secord
Manager, Academic Affairs

Caitlin Crompton
Academic Affairs Specialist

Carolyn Yeo
Academic Affairs Specialist

Belinda Bambrick
Planning & Budget Officer, Faculty of Business & IT

Robert Weaver
Associate Dean, Faculty of Health Sciences

For The University of Ontario Institute of Technology Faculty Association:

Mikael Eklund
Chief Negotiator

Maurice DiGiuseppe
Bargaining Team Member

Wesley Crichlow
Bargaining Team Member

Christine McLaughlin
Bargaining Team Member

Kimberly Nugent
Bargaining Team Member

Appendix "A" – Compensation

Increase	July 1, 2015	July 1, 2016	July 1, 2017
Salary Floor	$74,294	$75,966	$77,675
CDI ceiling	$185,734	$189,912	$194,187
Across the Board Increase (ATB)	1.0%	2.25%	2.25%
Career Development Increment (CDI)	$3,600	$3,600	$3,600
Competitive Adjustment	0%	0%	0%
Achievement Increments (AI)	24	24	24
PDA	$1,900	$1,975	$2,050
HCEA	$900	$900	$1,000[1]	$1,100[2]

[1] HCEA increases to $1,000 effective January 1, 2017
[2] HCEA increases to $1,100 effective January 1, 2018.

Appendix "B" – Benefits Coverage

Extended Health Care Plan

The following table provides a summary of the medical coverage provided for a Faculty Member and their family through the Employer's Benefits Plan. The medical benefit has been designed to work in conjunction with the HCEA (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 • Licensed massage therapist (ordered by Doctor) • Licensed psychologist, speech therapist, physiotherapist, naturopath, acupuncturist • Licensed osteopath, chiropractor, podiatrist, chiropodist	80% up to $300 per year for **each** category 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 a Faculty Member and their family through the Employer's Benefits Plan. Like the medical benefit, dental coverage has been designed to work in conjunction with the HCEA (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 an amount in accordance with Appendix "A" into a Health Care Expense Account (HCEA) in the Faculty Member's name. The Employer will provide credits equal to 2% of pensionable earnings that may be directed to the UOIT pension plan or to the HCEA in increments of 0.5%. Through the HCEA, a Faculty Member 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, Faculty Members use before-tax contributions from the Employer, rather than their own after-tax income. The money the Employer deposits in a Faculty Member'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 Faculty Members a tax break on this account, but a Faculty Member has two (2) calendar years to use any money and/or credits deposited in their HCEA or it is forfeited.

Disability Benefits

If a Faculty Member is unable to work because of illness or injury, the Employer offers two (2) plans that provide Faculty Members with income protection – the short-term disability plan and the long-term disability plan.

Short-Term Disability (STD)

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

Long-Term Disability (LTD)

Once a Faculty Member's fifty-two (52) weeks of STD benefits have finished, they may qualify for LTD coverage that provides them with income protection for the duration of their disability. Since Faculty Members 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 a Faculty Member's pre-disability **net income** (up to a maximum benefit of $8,000/month).

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

Life Insurance

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

A) Employee Basic Life Insurance

Through the basic life insurance benefits, a Faculty Member automatically receives coverage equivalent to:

- One times the Faculty Member's base salary

The coverage is one hundred percent (100%) paid for by the Employer. The maximum basic life insurance benefit is $750,000.

B) Employee Optional Life Insurance

In addition to the basic life insurance provided by the Employer, a Faculty Member can purchase additional life insurance coverage for themselves that they pay 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

A Faculty Member can purchase life insurance coverage for their spouse and dependent child(ren). The Faculty Member pays for the cost of this coverage through payroll deductions. The optional spouse's and child(ren)'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 a Faculty Member or a covered dependent die or become seriously injured as the result of an accident. Through the Benefits Plan, Faculty Members have access to AD&D for themselves, their spouse and/or dependent child(ren).

A) Employee Basic AD&D Insurance

Through the basic AD&D insurance benefit, a Faculty Member automatically receives coverage equivalent to:

- one times the Faculty Member's 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, a Faculty Member can purchase additional AD&D insurance coverage for themselves that they pay 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 a Faculty Member decides to purchase AD&D insurance coverage for their spouse and/or dependent child(ren), the Faculty Member would pay for the cost of this coverage through payroll deductions. The optional spouse's and child(ren)'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

UOIT Defined Contribution Pension Plan (UOIT DCPP)

The UOIT DCPP 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 (2) components to the Employer's contribution:

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

2) A supplemental contribution of two percent (2%) of a Faculty Member's pensionable earnings.

Through the supplemental component of the University's contribution, each year a Faculty Member 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 as credits to the HCEA. The Employer's contributions to the Pension Plan are immediately vested (i.e. a Faculty Member immediately owns these contributions).

Under the *Income Tax Act*, there is a limit on combined employee and Employer contributions to the UOIT DCPP ($26,010 in 2015). This limit will change annually and further information is available through Human Resources. Any Employer contributions in excess of this limit will be made as notional contributions to the Faculty Member's Supplemental Retirement Arrangement.

Contributions by the Employee

In addition to the Employer's contribution, each year a Faculty Member will be required to make a contribution of three percent (3%) of their pensionable earnings to the plan. A Faculty Member may also decide to make voluntary contributions to the plan of one percent (1%), two percent (2%) or three percent (3%) of their 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

A Faculty Member decides how their contributions and the Employer's contributions are invested by selecting from a list of investment funds. Sun Life Financial is the administrator of the UOIT DCPP and will register and track a Faculty Member's investment choices.

Receiving Your Pension

When a Faculty Member retires or leaves UOIT, they will be able to transfer their account balance from the Pension Plan to a locked-in retirement account or use their

balance to purchase an annuity. Any voluntary contributions a Faculty Member has made to the UOIT DCPP are not “locked-in” and can be withdrawn in cash, subject to the applicable taxes, or transferred to a non-locked-in registered investment vehicle in which case taxes are not withheld.

In the event of the death of a Faculty Member prior to retirement, the balance of the UOIT DCPP will be paid to their spouse, where there is a spouse, or where there is no spouse to the beneficiary designated by the Faculty Member, or to their estate if no beneficiary is designated.

Appendix “C” – List of Arbitrators

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

William Kaplan

Kevin Burkett

Pamela Picher

Paula Knopf

Lyle Kanee

Louisa Davie

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 #1 re Employment Equity

The Parties desire a greater understanding and, to the extent they find possible, the correcting, of the effects of systemic discrimination in the employment of faculty at the University.

The Parties agree that systemic discrimination occurs where legislation, societal systems, policies, practices, and behaviours that appear to be fair and equitable but have unintentionally disadvantageous effects in their operation and outcome on persons who are identified by a prohibited ground of discrimination as set out in Article 10.01.

To study systemic discrimination as described above, recommend corrective action to the Employer and the Association, and monitor the progress and outcomes of initiatives taken, the Parties will appoint an eight (8) person joint standing Committee on Employment Equity (the CEE) composed of four (4) appointees from each of the Employer and the Association. Once appointed the CEE will set its own frequency of meeting and methods of study, leading and note-keeping. The initial meeting of the CEE will take place within three (3) months of ratification of this Agreement by both Parties. The representatives of either Party may call a meeting of the CEE on seven (7) Days' Written Notice.

Initially the CEE will inquire into:

- The areas of the employment system of tenured, tenure-track and teaching faculty at UOIT which may manifest, or which are susceptible to, the effects of systemic discrimination;
- Appropriate means to gather and analyze the data necessary to identify and/or measure various aspects or manifestations of this systemic discrimination;
- Whether literature on this topic, or the actions and initiatives taken by other universities and faculty associations, provide guidance or ideas that may be applicable to the UOIT context; and
- Which groups should be identified as designated groups for the purpose of corrective measures.

The Employer will facilitate fact-finding and surveying of its faculty workforce as reasonably requested by the CEE.

After completing its inquiry, the CEE will develop recommendations for actions and initiatives that the Parties, jointly and severally, can take to constructively and positively address employment equity issues at the University and how progress may be measured in achieving change in these regards. These recommendations will be presented to the Parties who may seek clarity and understanding of the recommendations from the CEE.

The Parties will meet to consider whether and how they will implement any or all of the recommendations and work to reach agreement on any adjustments, waivers or accommodations that may be needed in the Agreement or in the Employer's systems, in order to effect implementation of the recommendations. The result of this process will be the Employment Equity Action Plan (EEAP).

With an EEAP determined, the CEE will be charged by the Parties with regularly observing, measuring and reporting to the Parties on the progress of the Parties in meeting the initial and subsequent EEAP's objectives. The CEE will determine any changes it may require to its operation during this maintenance phase and the appropriate frequency and form of observing, measuring and reporting on various employment equity topics to the Parties. The CEE will also determine whether there are new circumstances requiring it to review and adjust its initial recommendations to address employment equity concerns.

Letter of Understanding #2 re Intellectual Property

Whereas the University is currently reviewing its Intellectual Property policy with a view to revising it, and whereas the current policy is the subject matter of Article 22 and appended to the Agreement as an Appendix, the Parties agree to the following process:

1) The collegial committee now established and known as the Intellectual Property Policy Committee (IPPC) and charged with reviewing the IP policy will continue in its work and under its mandate without alteration to the composition and appointments to the committee. The comments and recommendations provided by any consultative or deliberative body will be brought forward to the IPPC for consideration, and incorporation as deemed appropriate by the membership of the IPPC;
2) Any changes to 1) will only be by mutual agreement;
3) After a revised IP policy has been developed and recommended by the IPPC to Academic Council and Academic Council has recommended the revised IP policy for approval, with or without changes, the Parties will meet to determine whether any further changes are in order for the IP policy not to be in conflict with the Agreement. The Parties will each appoint four (4) members and one (1) co-chair from these members to conduct this review who will be mandated to conclusively decide what changes are needed for this purpose;
4) The Provost will recommend to Academic Council that it accept any changes recommended by the Parties through this process;
5) The resultant revised IP policy will be recommended by Academic Council for approval by the University's Board of Governors;
6) From the date the revised IP policy is adopted by the Board of Governors it will replace the currently appended policy in the Appendix of the Agreement.

Letter of Understanding #3 re Continued Email and Library Privileges

Upon application by the Faculty Member and approval by the Office of the Provost, the Faculty Member's University email account may continue after a Faculty Member leaves employment at the University for reasons other than retirement. Continued email privileges will be at the discretion of the Employer and subject to the University's policies and procedures regarding email usage.

A Faculty Member who has retired from the University has the right to continued email privileges, to attend the library and have access privileges in accordance with the University's policies and procedures as they may exist from time to time.

Letter of Understanding #4 re Student Course Evaluations Working Group

The University and the Association shall establish a joint working group to examine student course evaluations. The working group shall review the current tool and its use and provide recommendations on amendments, if any, and how the instrument should be used and recorded for various purposes.

The working group shall be struck following ratification of the Agreement. The Parties will appoint a six (6) person working group on course evaluations composed of three (3) appointees from each of the Employer and the Association. The working group shall report to the Parties within four (4) months of being struck, unless additional time is agreed to by the Parties.

The report of the working group shall be presented to the Parties at a special meeting of the Joint Committee. The Parties shall consider the recommendations in the report and implement any revisions to documents or process agreed to by the Parties.

During the period between ratification of this Agreement and implementation of changes, the version of course evaluation results that is held on a Faculty Member's Official File shall not include specific student comments, and specific student comments shall not be used for the purposes of evaluation under Articles 19, 20 and 21. A full version including student comments will be available to the Faculty Member and the Faculty Member's Dean only for formative purposes.