

Item	9.4
Approved by	UOIT Executive Team
Date approved	January 2011*

TEACHING FACULTY

1. PREAMBLE

The University of Ontario Institute of Technology (UOIT) recognizes that the expertise, effectiveness and commitment of its faculty and staff directly contribute to the level of excellence in teaching, service and opportunities that students receive. As well, the university is committed to providing faculty and staff with ample opportunity for growth and advancement which, in turn, helps foster an outstanding learning and working environment. The main intent of this document is to establish and explain various procedures that apply to Teaching Faculty (TF) at UOIT.

2. WORKLOAD

Workload will be 80% Teaching and Learning and 20% “Other” over the course of a year. The *equivalent* of 8 standard courses is the expected TF teaching load. Less than 8 standard courses may be assigned, taking into account the considerations set out in number 3 and 4 below and any other duties in excess of the 20% “Other” component of the assigned role. Administrative duties may be assigned which supplant a portion of the Teaching and Learning and/or the “Other” workload of an individual TF member.

3. TEACHING ASSIGNMENT

The teaching assignment of each TF member will be set each year in consultation with the Dean; the Dean has discretion to establish the equivalencies of different teaching related duties. Teaching may include some or all of the following activities:

- Teaching courses/tutorials, preparing and grading assignments, examinations and course material. Providing a course syllabus in prescribed form to their Dean prior to the beginning of each course;
- Instruction of labs, preparing and/or designing laboratory experiments including lab manuals;
- Conducting seminars;
- Supervising fieldwork and individual and group study projects; guiding and evaluating students’ individual work such as theses, projects and papers;
- Supervising the work of teaching assistants, markers and laboratory instructors;
- Providing individual student consultations outside of class or laboratory time;
- Participating in the development of teaching methods, programs or course content;
- Preparing instructional material and course notes;
- Providing students with advice on their academic progress;
- All other activity in which the TF member engages for the purpose of preparing courses and seminars.

Approved by UOIT Executive Team, January 2011,* supersedes the Full-Time Academic Associates Procedures (April 2007), and the Academic Staff Employment Policies, Section II (November 2006).

4. TEACHING COMPONENT

In assigning the teaching component of a TF member's workload, and whether there will be any variation in the number of courses, the Dean will consider the following factors:

- the experience of the TF member;
- the TF member's area of expertise;
- class size;
- the number of separate courses/subjects taught by the TF member;
- the number of scheduled contact hours per course;
- Faculty equivalencies for courses with laboratories;
- whether the course is to be delivered in a compressed timeframe (e.g. in the Spring/Summer session);
- whether or not the TF member has ever taught the material before;
- whether or not the material or course being taught is newly developed;
- whether the mode of delivery for the course has been changed;
- what is appropriate and reasonable for the discipline;
- the number of hours of student counselling;
- the number of undergraduate student projects supervised; and/or
- the extent of teaching support provided by teaching assistants, markers, and similar personnel.

5. REQUIREMENT OF THE POSITION

It will be an explicit requirement of the position that the TF member:

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

6. RESEARCH

There is no expectation that a TF member will engage in research as part of his/her employment. A TF member may not be the sole supervisor of a graduate student nor a Principal Investigator on a research grant or contract, unless the granting agency so allows and the research undertaking does not interfere with the TF member workload assignment. A TF member is eligible to apply for "associate graduate faculty" status and thereby be involved in committee work and co-supervision of graduate students.

7. ASSIGNMENT OF WORKLOAD

At least annually, the Dean will meet with the TF member to establish work assignments, including what will constitute the 20% non-teaching work of the TF member and whether the TF member's workload will include administrative assignment(s) in place of either Teaching and Learning and/or Other workload. The 20% Other workload may include academic service assignments and administrative work on behalf of the Faculty. If feasible and the TF member is amenable, then, consistent with the provisions of number 6 above, this assignment may include research, which is taken to include the scholarship of teaching.

8. POSITION TITLES

Other than as contemplated under number 9 below, TF members will be either “Lecturer” or “Lecturer and Laboratory Coordinator” or “Lecturer and Instructional Coordinator”. After being renewed under number 9 below, TF members will have the term “Senior” added in front of their position title.

9. TERM OF APPOINTMENT

A TF member normally will have an initial 3 year contractual appointment which shall be the probationary period. The appointment may be renewed as a continuing position after a review of 1) the continuing need of the position, and 2) a review of performance conducted by the Dean. With the approval of the Provost, a TF member may be hired directly into a continuing position at the senior level.

9.1 Reappointment Process

By August 31 of the third year of the TF member’s initial appointment, the Dean of the Faculty will determine whether there exists a continuing need of the position. If a continuing need does not exist, the TF will be informed by September 30, and the initial appointment will terminate on the following June 30.

If the Dean determines that there is a continuing need of the position, he/she will contact the TF member to initiate the review process and arrange a meeting, which will take place by September 30 of the third year. The Dean will explain the review process at the meeting and the candidate may begin to assemble the necessary documentation which should include a teaching dossier.

In the early fall of the third year the Provost will strike a committee consisting of the TF member’s Dean and two core faculty members from the same Faculty, and the Dean will review the committee membership with the TF member. The TF member has until November 30 of the third year to provide the required documentation to the committee. The committee will review the documentation, discuss the merits of granting a continuing appointment, and render its decision.

By January 31 of the third year, the Dean will present the committee's recommendation to the Provost. If the Provost and Dean do not concur, they will meet to discuss. If they cannot reach an agreement, the Provost's decision will prevail.

By February 28 of the third year the Provost will inform the TF member of the decision. If the Provost's decision is positive, the TF member will be granted a continuing appointment, effective July 1.

9.2 Appeal Process

In cases of a negative decision, the TF member may initiate an appeal on either or both of two grounds:

- university procedures were not followed; and/or
- the TF member has evidence that the documentation presented to the reappointment review committee was not evaluated fairly.

Appeals must be initiated within two weeks of receiving the Provost's decision. Initiating an appeal does not extend the termination date of the TF member’s original letter of appointment.

If an appeal is initiated, the Provost shall appoint an *ad hoc* appeals committee consisting of a Faculty Dean other than the TF member’s Dean and two core faculty members not on the original committee who are familiar with the TF member’s academic discipline. The committee shall meet with the TF member and the Dean to discuss the appeal and review any documentation the committee deems relevant and by April 1 of the third year the committee will render its decision. The committee's decision will be final.

10. SALARY

The minimum annual salary for a TF member will be \$60,000. The starting salary for a TF member will be set through negotiation with the TF member at recruitment. TF members will be eligible for Across-The-Board (ATB) increases as determined annually by the University. They will also be eligible for a performance-based merit increase as determined annually by the University. A TF member renewed after three years will receive a \$1500 increase to base salary.

11. PENSION AND BENEFITS

Any TF member is eligible to participate in the University pension and benefits plans which are provided under policies of insurance with the plan providers. Any disputes arising between the TF member and the applicable insurers shall be adjusted directly with the insurer and not the Employer.

TF members are eligible for benefits under the University's benefit plans for full-time continuing staff. The nature and extent of benefit coverage is governed by the terms and conditions of the relevant benefits plan. The terms of the plan prevail.

The University retains the right to alter or modify benefits plans from time-to-time. The details of the specific plan coverage may be found on the University's website.

11.1 Workplace Safety and Insurance Board (WSIB)

All TF members will be covered by the Workplace Safety and Insurance Act of Ontario. A TF member must report any work-related injury immediately to her/his Dean and complete the prescribed forms.

12. TUITION SCHOLARSHIP FOR DEPENDANTS AND SPOUSE

All TF members are eligible to participate in the tuition scholarship program for dependents and spouse, as outlined in the University policy.

13. ANNUAL PERFORMANCE REVIEW

The annual performance review gives the TF member and the Dean an opportunity to review formally the TF member's performance in the preceding year. As well, the TF member and Dean can discuss the member's career and professional development plans and goals for the next year. The TF member and Dean may also use this opportunity to set the TF member's workload for the upcoming year.

The following section describes the process to be followed for the determination of the merit component of the annual salary adjustments for TF members.

13.1 Performance Planning

By June 30 of each year, the TF member will meet with their Dean to establish goals and objectives for the next academic year that will form the basis for that year's performance review. The discussion will also include a determination of the weightings of each performance category determined as under section 2 above.

The Performance Review and Development form is to be used for the purpose of performance planning. The TF member and his/her Dean will sign the form to indicate their agreement on the upcoming year's goals and performance weightings.

13.2 Performance Assessment

By May 1 of each year, the TF member will submit an activity report to their Dean, regarding their teaching and service achievements over the past academic year relative to the goals established the previous year. The TF member and Dean will meet to review and the Dean will assess the TF member's

individual performance. The Performance Review and Development form is to be completed with feedback and comments provided by the Dean or Supervisor.

The Performance Review and Development form also includes a section entitled Professional Development. The purpose of this section is to facilitate discussion and documentation of any training and/or professional development that may assist the TF member in achieving their personal and professional goals.

13.3 Performance Ratings

The Dean will assign a point value based on one of the following performance ratings to the TF member in each of the teaching and service categories, based on the member's performance:

- 9 - 10: Consistently exceeds expectations (exceptional achievement demonstrated in all areas of responsibility)
- 7 - 8.9: Exceeds expectations (strong performance demonstrated in key areas of responsibility)
- 5 - 6.9: Meets expectations (major objectives achieved)
- 3 - 4.9: Developing (some expectations not met, requires improvement)
- 0 - 2.9: Unacceptable (performance does not meet expectations)

An overall rating is then calculated based on the weightings that were mutually decided at the beginning of the review year.

13.4 Example:

1.	Teaching rating = 7.0	Weighting = 80%*	Total = 5.6
2.	Other rating = 5.0	Weighting = 20%*	Total = 1.0
Overall Performance Rating =			6.6 Meeting Expectations

**with a standard workload distribution of 80% teaching and learning and 20% other*

For TF members appointed jointly to two Faculties, the relevant Deans will consult and prepare an integrated Performance Review.

Once the Performance Review and Development form is completed and signed, the Dean will forward a copy to the TF member and another to Human Resources no later than May 31.

13.5 Calculation of Merit Pay Amounts

Individual overall performance ratings will be converted to points. A dollar value will be calculated for each point by dividing the total number of points by the amount of merit funds available. The overall amount of merit funds available will be determined each year by the Provost.

14. PROFESSIONAL DEVELOPMENT

- (i) TF members will be allocated a \$1,500 Professional Development Allowance (PDA) each July 1. A prorated PDA will be allocated to a TF member joining the University after July 1. The funds are designated for use by the TF member for professional development purposes. Expenses covered by the allowance can include: dues and membership fees for professional associations; computer software and supplies used or consumed in the pursuit of the TF member's professional development; travel, including registration, transportation, food and accommodation for the TF member to attend conferences, field trips, research visits, or workshops; subscriptions to professional publications; and other uses as approved by the TF member's Dean.

- (ii) All goods purchased through the PDA remain the property of the University. If a TF member wishes, he/she may purchase these items from the University after four (4) years at fair market value. PDA accounts will be adjusted to the budget at July 1. If a TF member has not spent all of his/her PDA prior to July 1, the unspent allocation will be made available to him/her in the following year. Any unspent balance in excess of the one year carry forward, or remaining at the point of the TF member departing employment with the University, is forfeited and reverts back to the Faculty.
- (iii) Notwithstanding the provisions of “ii” above, a Dean has the discretion to approve in writing the carry forward of a PDA balance that would otherwise be forfeited, for reasons of either: 1) retention of PDA funding carried from a period prior to the effective date of this policy and for which there was no carry forward limitation, or 2) funds that are being accumulated as part of an agreed plan to meet a specified professional development objective.

15. HOLIDAY AND VACATION ENTITLEMENT

15.1 Holidays

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

15.2 Vacation

Teaching Faculty members shall be entitled to 25 days of paid vacation annually (30 days after ten years). Vacation days will accrue at the rate of one-twelfth of the annual entitlement per month. While these vacation entitlements will be the normal rule, factors related to seniority and work experience may be taken into account in assigning vacation entitlement at the time of the initial contract or at any subsequent renewal. Normally, vacation days may not be carried from one year to another. However, in certain special situations, and with prior approval of the Dean of the Faculty, vacation days may be allowed to carry over. Teaching Faculty members have a high degree of independence in scheduling their own time and as such are deemed to have taken their vacation entitlement in a given year. Therefore TF members are not entitled to any pay-out of unused vacation days upon resignation, retirement or other form of termination.

16. PROFESSIONAL DEVELOPMENT LEAVE OF ABSENCE

A TF member who has attained the “Senior” level may apply to her/his Dean for approval for paid time off for professional development purposes. The decision as to whether such a leave request is granted and the terms for such a leave are entirely up to the discretion of the Dean.

17. UNPAID LEAVE OF ABSENCE

A TF 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.

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

While on an unpaid leave of absence a TF 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.

While on an unpaid leave of absence employer and employee pension contributions will cease and the TF will not be eligible for short term disability benefits or long term disability benefits.

In all cases, the Employer expects the TF member will return to the University at the end of the leave.

On return from an unpaid leave the TF member will be eligible for any across-the-board increase effective during the leave and consideration for merit pay pro rata for the segment(s) of time worked prior to or after the leave.

18. 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.

18.1 Campaign

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

- for federal elections; leave for the equivalent of no more than fifty (50) Calendar Days and no less than twenty-eight (28) Calendar Days;
- for provincial elections; leave for the equivalent of no more than seventy-four (74) Calendar Days and no less than fourteen (14) Calendar Days;
- 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.

18.2 Election

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

- (i) candidates elected to serve in the House of Commons or the Ontario Legislature will normally be granted leave without pay for the life of that Parliament, up to and including polling day for the subsequent Parliament;
- (ii) if the TF is re-elected to serve in successive Parliaments, he/she will be required to apply for a further leave, which will be granted, unless the total number of consecutive years of leave would exceed six (6);
- (iii) candidates elected to municipal office normally will not require a leave of absence as the performance of duties can be considered a form of Service. However, any elected official whose civic duties infringe upon his/her University responsibilities should seek an appropriate adjustment of University responsibilities.

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

If, in the assessment of the Dean, the TF member's performance is being adversely affected by civic duties then the Dean will discuss the matter with the TF and make appropriate adjustments to the TF member's workload. If the TF member's resultant workload is less than a full workload, the TF member's pay will be reduced on a pro rata basis.

A TF 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.

19. EMPLOYMENT OF MEMBERS OF THE SAME FAMILY

Teaching Faculty members will be governed by the University's Employment of Members of the Same Family policies.

20. PROFESSIONAL SERVICE, CONSULTING AND RELATED WORK

Teaching Faculty members will be governed by the University's Conflict of Interest and Conflict of Commitment policies.

21. MATERNITY, PARENTAL AND ADOPTIONS LEAVE

21.2 Maternity Leave

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

21.3 Parental and Adoption Leave

- (i) The natural father, or in the case of adoption, either adoptive parent, is entitled to an unpaid leave of up to thirty-seven (37) weeks, comprised of a two (2) week waiting period and thirty-five (35) weeks' leave.
- (ii) The maximum amount of leave under 21.3 (i) is reduced by the number of weeks of Parental or Adoption leave taken by the TF member's partner.
- (iii) A natural father whose partner has taken a maternity leave including a two (2) week waiting period may take a Parental Leave of up to thirty-five (35) weeks with no two (2) week waiting period.

21.4 Supplemental Unemployment Benefit (SUB)

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

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.

22. PERSONAL LEAVE WITH PAY

In consultation with the Dean, personal leave may be granted to Teaching Faculty for special individual reasons (e.g., religious observance, assistance for a person dependent upon the employee for care, etc.). The length of the leave is subject to the Deans discretion.

23. BEREAVEMENT LEAVE

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

For an "immediate family" member, five (5) consecutive working days of paid leave at the TF member's regular rate of pay will be provided. Immediate family is defined as the TF member's spouse, common law spouse, same-sex partner, son, daughter, children of the TF 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) consecutive working days of paid leave at the TF member's regular rate of pay will be provided. Extended family is defined as the TF 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 employee's spouse, common-law spouse, or same-sex partner, step-mother and step-father.

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

Where bereavement occurs outside of Canada, at the discretion of the Dean, the TF member may be given up to two (2) additional days of paid leave for travel purposes as may be reasonably required.

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 TF member is expected to give his/her Dean adequate notice in the event of a later memorial service.

Additional time off may be approved by a TF member's Dean and may include the use of personal days, vacation, lieu time or any other paid time owing to the TF member, or, if none is available, unpaid time.

A TF member shall contact his/her Dean to request bereavement leave when it is required.

24. COMPASSIONATE LEAVE

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

25. TERMINATION

The employment of a TF member may be terminated as a result of reorganization or changing requirements for which the individual is not suited or other circumstances where no cause for termination exists. Where termination occurs for reasons other than cause, individuals must be treated fairly and appropriate severance arrangements made. Where termination is for cause, employment may be terminated without notice or severance.

26. COMPLAINT PROCEDURE

In the event that a TF member has a complaint about any aspect of their employment as a TF member, he/she may first raise it with his/her Dean, allowing him/her to address the situation. If the TF member does not wish to raise the matter with his/her Dean, or has done so and is still unsatisfied with the outcome, he/she may raise the matter with the Provost, whose determination in the matter is final.

A TF member may contact staff in the Human Resources department at any time that he/she has an employment related question, or needs assistance to access the above complaint resolution procedure.