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## DEFINITIONS

For the purpose of this Agreement, the following words shall bear the definition indicated herein except as otherwise provided in this Agreement:

1. **Academic Year** shall mean the twelve (12) calendar-month period commencing on the first day of July and ending on the thirtieth day of June following in any year.
2. **Adjunct Professor** is conferred by a University on certain people not holding a University appointment, but whose professional background and qualifications have led to their active participation in joint undertakings with University Faculty. The position is intended to provide formal recognition of this special relationship between a scholar outside the University, or anyone else whose special expertise contributes directly and significantly to studies currently being undertaken by the University, and an academic unit within the University. Such a position assumes some degree of active collaboration between the adjunct professor and one or more Members. The position provides formal recognition of a special relationship. The position is an honorary one and carries no stipend.
3. **Agreement** shall mean this Collective Agreement.
4. **Board of Regents** shall mean the Board as cited in the Act to Incorporate Huntington University, 1960.
5. **Doctorate** means a terminal degree (scholarly or professional doctorate) from an accredited academic institution.
6. **Employer** shall mean the Board of Huntington University, or its successors, or officers, as delegated by the Board to act on its behalf.
7. **Enrolment** shall mean the number of students enrolled in a course determined by the Laurentian class counts on November 1, February 1, and June 22 within the twelve (12) calendar-month period commencing on the first day of May and ending on the thirtieth day of April following in any year.
8. **Fall Session** shall run from September 1 to December 31 for the purpose of this agreement.
9. **LUFA-H** is the union local comprised of Huntington academic staff.
10. **Member** shall mean a Member of the bargaining unit. Such person shall be employed as a full-time or part-time (Sessional) academic staff of Huntington University, within the Bargaining Unit described in the certificate and decision of the Ontario Labour Relations Board dated December 17, 2004.
11. **Overload** is any teaching assignment after, and over and above, the assignment of the teaching load.
12. **Parties** shall mean the Board of Regents of Huntington University and the Laurentian University Faculty Association.
13. **President** shall mean the President & Vice-Chancellor of Huntington University, or the Board's designate.
14. **Professor** shall be defined as attaining the rank of Assistant, Associate, or Full.

15. **Senate** shall mean the Senate of Huntington University as constituted in Huntington University's Bylaws.
16. **Spring Session** shall run from May 1 to July 30 for the purpose of this Agreement.
17. **Union or Association or LUFA** shall mean the Laurentian University Faculty Association certified to be the exclusive Bargaining Agent for the full-time and part-time (sessional) academic staff of the University pursuant to the various relevant decisions of the Ontario Labour Relations Board.
18. **University** shall mean Huntington University.
19. **Winter Session** shall run from January 1 to April 30, for the purpose of this Agreement.

## **PREAMBLE**

The Parties recognize The United Church of Canada heritage of the University. The Parties are committed to sustainable practices of work/life balance and a healthy environment.

## **ARTICLE 1 — PURPOSE**

- 1.01 It is the purpose of this Collective Agreement to set forth the terms and conditions of employment and other specific contractual provisions, to promote and maintain harmonious relationships between the Parties, to facilitate the Parties in working together to encourage the development of research and teaching necessary for the provision of high quality education to students, and to provide a means for settling such disputes as may arise from time to time.

## **ARTICLE 2 — ACADEMIC FREEDOM**

- 2.01 In addition to their legal rights as citizens, Members have the right to academic freedom. Academic freedom is the right to search for truth, knowledge and understanding and to express freely what one believes. The University and Faculty Association as institutions and the community of their scholars have a duty to protect and defend the search for knowledge and truth by all who enquire, teach, and learn under its auspices. They shall be free to carry out research and to publish its results, free to teach, to discuss and to criticize both the University and the wider society it serves. However, in doing so they shall maintain the proper academic tradition of reasonable discussion.
- 2.02 Academic freedom entails the obligation to base all research and teaching on a responsible search for truth and knowledge. It requires the fulfillment of responsibilities to other Members of the teaching and learning community. It requires the acknowledgement of the work of others and the acceptance of responsibility for one's own beliefs and utterances. Academic freedom does not confer legal immunity.

### **ARTICLE 3 — NO DISCRIMINATION**

- 3.01 Human Rights Code: The Parties agree to abide by the Ontario Human Rights Code and the Laurentian University Policy on A Respectful Workplace and Learning Environment
- 3.02 Union Activity: The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either of them or by any of their representatives or Members because of any employee's Membership or non-Membership in the Union or because of an employee's activity or lack of activity in the Union.
- 3.03 The choice of the most competent person for any position described in formally approved job descriptions will not constitute discrimination.
- 3.04 Nothing in this Article shall be interpreted to preclude action aiming at equitable representation of designated employment equity target groups in the academic community.
- 3.05 The parties agree that no person shall take part in formal discussions, lead or initiate any process or vote with respect to the determination of any term or condition of employment of a Member of her/his immediate family.

### **ARTICLE 4 — WORKING ENVIRONMENT**

- 4.01 The Employer recognizes the need to provide appropriate support services and facilities for Faculty to carry out their responsibilities.
- 4.02 There shall be one representative from the Union and one from the Employer on the Plant and Residence Committee and there shall be one representative from the Union and one from the Employer on the Health and Safety Committee.
- 4.03 The Employer recognizes its responsibility to provide an environment intended to protect the health, safety and security of Members as they carry out their duties. The Employer will provide a copy of the annual report of the Health and Safety Committee to the Membership.
- 4.04 The Union has the right to observe, assist in and, when necessary, to grieve the implementation of rules adopted to protect the health and safety of its Members, and to maintain the security of persons and premises.

## **ARTICLE 5 — RECOGNITION OF THE BARGAINING UNIT**

### **5.01 Certificate**

The Board recognizes the Union as the exclusive Bargaining Agent for the Bargaining Unit defined in the OLRB Certificate dated 12/17/04:

Upon the application of the applicant and in accordance with the provisions of the Labour Relations Act, 1995 THIS BOARD DOTH CERTIFY Laurentian University Faculty Association as the Bargaining Agent of full and part-time academic staff, including professional librarians, employed by Huntington University, in the Province of Ontario, save and except the President.

### **5.02 The Parties acknowledge that the University benefits when it recognizes Emeritus, Adjunct, and/or visiting professors and administrators who teach. Such individuals are excluded to the extent that they teach six (6) credits. A course load of over six (6) credits shall be agreed to by MOA between Board of Regents as Employer and LUFA.**

## **ARTICLE 6 — MANAGEMENT RIGHTS**

### **6.01 The Union recognizes that the Employer has retained and shall possess and exercise all rights and functions, powers, privileges, and authority that the University possessed prior to the signing of this Agreement with the Union, excepting those that are clearly and specifically relinquished or restricted in this Agreement, or modified by statute. The Employer shall have the right to discipline for just cause. The Employer undertakes that all rights and functions, powers, privileges, and authority shall be exercised in a manner consistent with the provisions of this Agreement.**

### **6.02 The Union recognizes that the Employer is the owner of all facilities, equipment, furniture, computers and peripherals, access cards, keys, codes and other property of the Employer and is responsible for the maintenance and servicing of same. These items are for the sole use and responsibility of the Member.**

### **6.03 The Employer's failure to exercise any right, function, power, privilege, or authority hereby reserved to it, or the Employer's exercise of any such right, function, power, privilege, or authority in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, function, power, privilege, or authority, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.**

## **ARTICLE 7 — JOINT LABOUR MANAGEMENT COMMITTEE**

- 7.01 There shall be a Joint Labour Management Committee which will meet monthly during the academic year. The Committee will be composed of two representatives of each party as follows: the Chief Steward of the Union and the LUFA-H representative or their respective designates; and the President of the University and/or his/her designate(s).
- 7.02 The Committee shall not have the power to add or to modify the terms of this Collective Agreement.

## **ARTICLE 8 — DUES**

- 8.01 The Employer shall deduct once monthly, during the term of this Agreement, from the salary of each Member of the Bargaining Unit monthly dues or other assessments for general Union purposes uniformly and regularly payable by a Member authorized in accordance with the Constitution and Bylaws of the Union and certified in writing to the Employer by the Union.
- 8.02 At the commencement of this Agreement, the Union shall advise the Employer in writing of the amount of its regular monthly dues. Thereafter the Union shall advise the Board in writing of any change in the amount of monthly dues, such notice to be given at least thirty (30) days prior to the effective date of such change.
- 8.03 The amounts so deducted shall be remitted to the Union by the fifteenth of the month following the month in which the deductions are made, together with a list specifying the names of those Members from whose salaries the dues have been deducted, and the individual amount of each deduction. As well, the Employer shall provide the names of all Members who cease to be employed by the University.
- 8.04 Indemnification  
In consideration of the deducting and forwarding of Union dues, the Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer from any and all claims, and/or actions arising out of the collection or attempted collection of such dues as herein provided and from any claims arising from information provided by the Employer under the provisions of this Collective Agreement.

## **ARTICLE 9 — REPRESENTATION**

### 9.01 Appointment of Union Representatives

The Employer acknowledges the right of LUFA to appoint or elect representatives according to its Constitution. LUFA shall notify the Employer in writing of the names of its representatives. These will include Stewards, Bargaining Committee Members and any other such representative as may be identified by LUFA's work and Constitution. The Employer shall not be required to recognize any representative until such notification LUFA has been received.

### 9.02 Representatives' Responsibilities

The Parties agree that LUFA representatives have a duty to represent Members of LUFA-H, and that this duty shall not interfere with the activities described in Article 11, Academic Activity, except in extraordinary circumstances.

## **ARTICLE 10 — CORRESPONDENCE**

10.01 All correspondence between the Parties described in this Agreement shall be in writing, and to the persons named as correspondents by the Parties.

10.02 All correspondence from the Employer to Members of the Bargaining Unit that describe or affect terms and conditions of employment, including, but not limited to, offers of employment, workload assignment, terms of approved leaves, and discipline, shall be copied to the Union simultaneously.

10.03 The Employer shall, within thirty (30) days of the ratification of this Agreement, provide at no charge a copy of the Agreement to each Member. The Employer shall also issue at no charge a copy of the Agreement to each new appointee whose appointment falls within the Bargaining Unit, seven (7) days after acceptance of the offer.

10.04 The Employer further undertakes to provide the Union with a list of all Members of the Bargaining Unit, their workload and actual remuneration. The Employer will also provide the aggregate of remuneration provided to non-Bargaining Unit Members employed by the University.

10.05 The Employer also agrees to provide the Union with audited financial statements on an annual basis.

- 10.06 All offers of (Full time) employment shall include the standard letter as attached at Schedule A.
- 10.07 The workload assignment of all Members will be given to LUFA, and all Members of each academic unit will also receive the assigned workloads for all Members of that unit.
- 10.08 The workload for full-time academic staff will be communicated to those staff in writing by July 1 for the following year, and for the spring session by March 1, and will reflect consultation within the academic unit. Full-time academic staff have a right to be consulted in the discussions leading to workload assignments.
- 10.09 The workload for Sessional Members teaching in fall and/or fall/winter will be communicated to those staff in writing by July 15. The workload for Sessional Members teaching in winter will be communicated to those staff in writing by November 15. The workload for Sessional Members teaching in spring will be communicated to those staff in writing by March 15.
- 10.10 The Registrar of Huntington University shall provide a report of the number of students enrolled in each of the classes offered by Huntington University (the class counts); these shall include enrolments at the Sudbury campus, Georgian campus and Envision courses. These reports are to be provided to LUFA as they become available.
- 10.11 A list of the Sessional Members with Establishment and the courses to which this applies is to be forwarded to LUFA and to the respective chairs of departments by March 1.

## **ARTICLE 11 — ACADEMIC ACTIVITY**

- 11.01 Members have rights and responsibilities, which derive from their positions as teachers, scholars and librarians working within the university community, and which reflect the reasonable expectations of the Members, the university community, the community at large, and the contractual expectations of the Employer.
- 11.02 ***Rights and Responsibilities as Full-Time Teachers/Librarians***
- a) Full-time academic staff have an obligation to develop and maintain their scholarly competence and effectiveness as teachers/librarians within the area of their expertise. To this end, they will be expected to take advantage of opportunities for professional/academic development or upgrading where appropriate.
  - b) Full-time academic staff shall inform their students regarding their methods of evaluation. They shall also inform their students regarding their instructional

methods and seek approval of the Huntington Senate for substantial changes in instructional methods involving significant increases in costs or significant departures from established practices, e.g. conversion of a lecture course to a reading course.

- c) While it is recognized that whenever possible there shall be adequate consultation with the Member and the Program Chair as to the assignment of teaching duties, once such teaching duties have been assigned in a fair and equitable manner by the President, it is the responsibility of the Member to teach the assigned courses to students registered in them at the time and place designated by the President in a manner which is consistent with the course description in the Laurentian University calendar. Teaching responsibilities include being available for reasonable consultation with students at their teaching locale.
- d) Full-time academic staff shall comply with all properly established regulations of the University, which are not at variance with this Agreement. Full-time academic staff shall accept responsibility for participation in the effective operation of the University, including responsibilities for academic counselling, registration, and the supervision of examinations as appropriately assigned by the President and any processes related to community safety.
- e) It is the responsibility of full-time academic staff to deal ethically and fairly with students and their academic colleagues in relation to their own teaching. Ethical and fair dealing with students and colleagues includes respecting the Policy on a Respectful Working and Learning Environment. It is also the responsibility of Full-time academic staff to foster a free exchange of ideas including a discussion of differing views, to avoid discrimination, to respect the principles of confidentiality in a manner consistent with the performance of their academic role and to acknowledge their indebtedness to students and their academic colleagues in relation to their own teaching.
- f) Each Member shall have freedom of discussion. However, in the exercise of this freedom in the classroom, reasonable restraint shall be used in introducing matters unrelated to the Member's subject or discipline.
- g) Full-time academic staff shall be free to organize and to structure classroom activities and to adopt reasonable means to maintain a learning environment, which is both productive and orderly.
- h) Full-time academic staff shall not alter or cancel scheduled instruction or substitute another instructor except with prior permission of the President in any but

exceptional circumstances. Such permission shall not be unreasonably refused. Both parties agree that every reasonable effort will be made to notify the students affected. Timetable changes of a permanent nature require the prior permission of the President.

### 11.03 ***Rights and Responsibilities of Full-Time Scholars/Researchers***

- a) Full-time academic staff shall have the right and responsibility to devote a reasonable proportion of their time to scholarly activity
- b) It is understood for the purpose of this Collective Agreement the term “scholarly activity” means:
  - i) Research directed towards a contribution to knowledge, and the dissemination of its results; and/or
  - ii) Participation in those academic activities that contribute to the enhancement, creation and dissemination of knowledge, including Full-time academic staffing and participation in appropriate professional and/or learned societies, scholarly conferences, workshops or seminars; and/or
  - iii) Creative and professional activities which contribute to one’s discipline.
- c) It is understood that scholarly activity may involve, although not necessarily be limited to the following, but in each case, the Member must demonstrate that the activity is of good quality and is consistent with the contribution to knowledge described in the paragraph above. It is understood that this list does not imply an order of priority.
  - i) The writing and publication of books and of articles,
  - ii) The obtaining of additional appropriate academic and/or professional qualifications,
  - iii) Research for a doctoral dissertation
  - iv) Research carried out on research contracts
  - v) The writing of cases studies,
  - vi) The development of teaching/library materials of innovative sort which have a wider application than the Member’s own teaching activities,
  - vii) The development of computer programs,
  - viii) The compilation of substantial scholarly bibliographies,
  - ix) Translation of scholarly and creative standard,
  - x) Literary and artistic works appropriate to one’s discipline,

- xi) Demonstrated leadership in professional education, including workshops,
  - xii) Consulting which contributes to one's discipline,
  - xiii) Field work which contributes to one's discipline,
  - xiv) Writing of Study Guides for Distance Education,
  - xv) Writing and publication of book reviews,
  - xvi) Presentations and workshops at conferences,
  - xvii) Demonstrated leadership in the area of professional education, including workshops.
- d) It is understood that the above enumerated forms of scholarly activity are not necessarily of equal significance and are not necessarily to be given equal weight and application for each discipline when a Member is being evaluated. In such evaluations where the evidence does not rest on publications (broadly defined), other evidence of scholarly activity must be considered, but the burden of proof must rest upon the candidate.
- e) All Full-time academic staff shall deposit one signed copy of their published material in the Huntington University Library and a hard or electronic copy in the Office of the President.
- f) Full-time academic staff have the right to participate in the activities of professional or learned societies and the like, providing such activities do not conflict with the reasonable fulfillment of assigned duties.

**11.04 *Rights, Responsibilities and Duties of University Governance as Full-Time Academic Staff***

- a) While the primary responsibilities of Full-time academic staff are teaching and scholarly activity, Full-time academic staff have the right and the responsibility to participate in the governance of Huntington University through Full-time academic staffing on appropriate bodies, including LUFA, Huntington Senate, the Board, and Laurentian University faculty bodies and when called upon, to participate to a reasonable extent in other university community bodies.
- b) While exercising university governance and administrative responsibilities, Full-time academic staff shall deal ethically with other university employees and students so that objectivity, fairness, and absence of discrimination are maintained in all deliberations including assessment of performance of any Employee or student. The Member shall discharge governance duties diligently and to the highest standards. Full-time academic staff shall not infringe on the academic freedom of academic colleagues or students or breach confidentiality in this regard.

11.05 ***Rights and Responsibilities as Full-Time academic staff of the Learned Professions and the Community at Large***

- a) When addressing themselves to the community at large, Full-time academic staff retain the rights and responsibilities associated with academic freedom. Except when specifically authorized to speak on behalf of the University, a Member shall not by her/his conduct or words, purport to be speaking or acting on behalf of the University.
- b) Recognizing that Full-time academic staff are part of a wider community and have responsibilities to this community in addition to their specific University obligations, and, to enhance the reputation of Huntington University, to help keep Full-time academic staff in touch with practice in their fields and to enhance the quality of their primary functions at the University, the Employer agrees that while Full-time academic staff are committed to full-time employment with the University, they may engage in paid or unpaid outside professional activities and community service provided that:
  - i) The scope and nature of any such activities of a substantial nature, whether paid or unpaid shall be reported in writing to the President as part of the annual report of Full-time academic staff.
  - ii) Notwithstanding the above, activities that would involve Full-time academic staff spending a total of more than one half day a week on a regular basis between Monday and Friday during a term in which they teach shall be reported in writing to the President prior to the signing of a contract or beginning of the work.
  - iii) The President may require the Full-time academic staff not to undertake an activity or to moderate such an activity on the grounds that the time involved would or does interfere with the Member's academic obligations as defined in this Agreement, A reasonable period of time shall be allowed for the Full-time academic staff to comply.
  - iv) When a Member's outside professional activities involve the use of the University's facilities, supplies or services, permission for their use shall be sought from the President. Such permission shall not be unreasonably refused. These services shall normally be paid for at the prevailing internal University user rate, unless the President agrees in writing to waive all or part of the fee(s).

11.06 ***Academic Rights and Responsibilities as Sessional Members***

- a) Sessional Members have an obligation to develop and maintain their scholarly competence and effectiveness as teachers/librarians within the area of their expertise. They shall also inform their students regarding their methods of evaluation. They shall also inform their students regarding their instructional methods and seek approval of the Huntington Senate for any changes in instructional methods involving increases in costs or significant departures from established practices, e.g. conversion of a lecture course to a reading course.
- b) Sessional Members employed to teach distance-education courses shall be expected to answer student's queries promptly and professionally and to return assignments in a timely manner.
- c) Teaching responsibilities for those teaching on campus courses include being available for reasonable consultation with students at their teaching locale. Teaching responsibilities for those instructing distance education courses include being available for reasonable consultation with students by telephone or through e-mail.
- d) Sessional Members teaching on-campus courses shall accept responsibility for participation in the effective operation of the University, including responsibilities for academic counselling, registration, and the supervision of examinations as appropriately assigned by the President. Staff teaching distance education courses shall be available for consultation on matters relating to effective operation of the University.
- e) It is the responsibility of Sessional Members to deal ethically and fairly with students and their academic colleagues in relation to their own teaching. Ethical and fair dealing with students and colleagues includes respecting the Policy on a Respectful Working and Learning Environment. It is also the responsibility of staff to foster a free exchange of ideas including a discussion of differing views, to avoid discrimination, to respect the principles of confidentiality in a manner consistent with the performance of their academic role and to acknowledge their indebtedness to students and their academic colleagues in relation to their own teaching.
- f) Each Sessional Member shall have freedom of discussion. However, in the exercise of this freedom in the classroom, reasonable restraint shall be used in introducing matters unrelated to the Member's subject or discipline

- g) Sessional Members shall be free to organize and to structure classroom activities and to adopt reasonable means to maintain a learning environment which is both productive and orderly.
- h) Sessional Members shall follow the procedures and direction of the Chair/Co-coordinator of the Department/Program responsible for the course being taught.
- i) Sessional Members shall have the right to attend Departmental/Program meetings. In terms of voting rights, Sessional Members shall have the right to one (1) voting representative as elected annually by the Sessional Members teaching in the respective Department/Program.
- j) Sessional Members shall not alter or cancel scheduled instruction or substitute another instructor except with prior permission of the President in any but exceptional circumstances. Such permission shall not be unreasonably refused. Both parties agree that every reasonable effort will be made to notify the students affected. Timetable changes of a permanent nature require the prior permission of the President.
- k) Sessional Members are accountable to the President for fulfilling the conditions of their contracted employment as defined by this Collective Agreement, specifically including those expectations defined by this article, Rights and Responsibilities as Part-Time Teachers.

## **ARTICLE 12 — WORKLOAD**

- 12.01 The President will assign academic workload in a fair and equitable manner. Such workload includes, in proportions that may vary from Member to Member, and from year to year for the same Member, the following components: teaching/librarianship, scholarly activity, and governance and community service.
- 12.02 Full-time Members teach eighteen (18) credits during the fall-winter academic session. Sessional Members will teach less than eighteen (18) credits during the fall-winter academic session. The Full-time Librarian may be assigned teaching up to 9 credits.
- 12.03 A Full-time Member may choose, but shall not be compelled, to teach overloads in any term. In no case will a Member teach more than nine credits as overloads during the combined Fall/Winter Session.
- 12.04 Sessional Members will teach less than eighteen (18) credits during the fall/winter academic session and no more than nine (9) credits during the spring academic session.

- 12.05 The workload shall be determined in reference to program and departmental requirements by the Chair/Coordinator and recommended to the President. The counting of courses shall commence the beginning of the fall-winter session of each academic year.
- 12.06 If, through cancellation, the workload is less than a full load, the Member may be required to perform additional duties as deemed acceptable by the President in consultation with the Chair and in consultation with the Member.
- 12.07 The Employer reserves the right to cancel an elective course if the enrolment is less than 15. In case of a required course, it must be offered at least once during the fall/winter session, on-campus or Envision. If a Sessional Member was contracted to teach the cancelled course, then that Member will receive a \$300 cancellation stipend for a 3 or 6 credit course, in recognition of the work performed to that date. When a course is cancelled which the Sessional Member has been assigned for the first time, that Member shall receive \$600.00 cancellation stipend in recognition of the work performed to that date.
- 12.08 Teaching assistants, where assigned to a Member in consultation with the Department Chair and with the approval by the President, are a factor in workload assignment, and so are covered by the principles of equity and fairness that inform this Article.
- 12.09 Normally full-time academic staff will not teach at another campus. Full-time academic staff may be asked to accept teaching duties outside of Sudbury. In the event that an emergency interferes with a Member's ability to complete the course for a period greater than the Special Needs Leave, those duties shall be assumed either by Full-time academic staff of the Bargaining Unit who submit their names voluntarily to an emergency replacement roster or by persons specifically hired for the purpose. The Parties agree that when a problem arises with this process, the Parties will settle it by MOA. Full-time academic staff, when requested to travel from outside the location where the replacement teaching occurs will be reimbursed according to Article 32.05.
- 12.10 Members who apply for a course outside their normal campus (geographic location) or who apply specifically for a position at a specific campus will not be reimbursed for travel.
- 12.11 Where work relating to teaching or governance, specifically requested by the President, is to take place in a location outside of Sudbury (for example, Conestoga College, Georgian College or George Brown College) expenses will be reimbursed according to Article 32.05

### 12.12 **Annual Reports**

- a) All full-time academic staff are to submit an annual report to the President by June 1 of each year, reviewing Academic Activity as established in Article 11, for the period May 1-April 31. In the case of Sabbatical/Study Leave, this shall generally be within one month upon return from Leave. The annual report is to consist of:
  - i) Updated curriculum vitae using the HU template
  - ii) Copies of Senate approved standardized student evaluations
  - iii) Completed report based on HU report template
  - iv) Electronic copies of presentations
  - v) Update on doctoral studies
  
- b) All Sessional Members are to submit an annual report to the President by June 1 of each year, for the period May 1-April 31. The annual report is to consist of:
  - i) Updated curriculum vitae using the HU template
  - ii) Copies of Senate approved standardized student evaluations. (Applies only to on campus course-delivery)
  - iii) Electronic copies of presentations
  - iv) Update on doctoral studies
  
- c) In the case of assessment of Sessional Members, the curriculum vitae, annual report, recommendation of the Department/Program Chair and student evaluations shall be reviewed by the President. The President will provide a written assessment of each Sessional Member by June 30 of each year.

## **ARTICLE 13 — FACULTY APPOINTMENTS**

- 13.01 The process of developing recommendations on the appointment of Faculty is a peer-review process. The University recognizes that input from Members of the same discipline as the contemplated appointment is important; however, it is agreed that the Employer determines the faculty complement necessary to carry out its objectives and mission, and final decisions are the responsibility of the Board and President.

### 13.02 ***Ranks of Appointment***

All initial appointments of full-time Members shall be at one of the following ranks:

Lecturer/Sessional  
Assistant Professor  
Associate Professor  
Full/Professor

### 13.03 ***Categories of Appointment***

All initial appointments of full-time Members shall be in one of the following categories:

Limited Term  
Probationary (tenure-track)  
Tenure

### 13.04 ***Rank Criteria: Teaching Faculty***

The following criteria will be used as general guidelines when considering the minimum qualifications of Members relative to the indicated ranks. These guidelines are not intended to be used as rigid criteria. Each instance of appointment or promotion will be assessed on its own merits.

- a) Lecturer: the candidate shall hold at least a Master's degree.
- b) Assistant Professor: the candidate shall hold
  - i) a Doctorate, or in the process of completing a doctorate, and
  - ii) be able to provide evidence of teaching of good quality; plus
  - iii) be able to provide evidence of scholarly activity of good quality;
- c) Associate Professor: the candidate shall
  - i) hold a Doctorate plus,
  - ii) be able to demonstrate evidence of teaching of good quality; plus,
  - iii) be able to provide evidence of scholarly activity of good quality; plus,
  - iv) have a minimum of five (5) years' full time satisfactory teaching and research experience.

- d) Full Professor: the candidate shall
  - i) have successfully met all requirements for Associate Professor and hold a Doctorate; plus, have shown evidence of exceptional scholarly activity throughout the Member's career after the Member's promotion or appointment to Associate Professor that ranks as a recognized contribution to the scholarly field of the candidate, which work is judged by four Full Professor referees external to Laurentian University and, two of whom may be nominated by the candidate and each of whom is qualified to assess the research and creative work of the candidate; plus,
  - ii) have accumulated at least ten (10) years of satisfactory full-time teaching at the University level or equivalency.

13.05 **Rank Criteria: Librarians**

- a) General Librarian: the candidate shall hold a Master's degree in Library and Information Science.
- b) Assistant Librarian: the candidate shall hold
  - i. a Doctorate, it being understood that unless this doctorate is in the field of Library and Information Science it shall be accompanied by a Master's degree or equivalent qualifications in Library and Information Science; or
  - ii. a Master's degree in Library and Information Science and professional service and library supervisory skills relevant to academic librarianship, the quality of which is established as clearly satisfactory by whatever is the generally accepted method of evaluation over a period of four years; and demonstrated evidence of scholarly activity.
- c) Associate Librarian: the candidate shall
  - i. hold a Doctorate, it being understood that unless this doctorate is in the field of Library and Information Science, it shall be accompanied by a Master's degree or equivalent qualifications in Library and Information Science; or
  - ii. in exceptional cases, a Master's degree in Library and Information Science and professional service and library supervisory skills relevant to academic librarianship, the quality of which is established as clearly satisfactory by whatever is the generally accepted method of evaluation over a period of four years; and demonstrated evidence of scholarly activity; and
  - iii. have a minimum of five (5) years of full-time professional service relevant to academic librarianship.

d) Full Librarian: the candidate shall

- i. hold a Doctorate, it being understood that unless this doctorate is in the field of Library and Information Science, it shall be accompanied by a Master's degree or equivalent qualifications in Library and Information Science;
- ii. have demonstrated outstanding professional performance and, in addition, have shown exceptional evidence of ongoing scholarly activity of good quality throughout the Member's career including after promotion to Associate Librarian. This work must be judged by four (4) external referees, two (2) of whom may be nominated by the candidate; plus,
- iii. have accumulated at least ten (10) years of full-time professional service relevant to academic librarianship, or equivalency.

13.06 **Category Criteria**

The following criteria will be used as general guidelines when considering Members relative to the indicated category:

a) Limited Term

Limited term appointments are made to vacancies in the Bargaining Unit that the Employer has determined are not to be part of its permanent complement.

Such appointments carry no implication of renewal or continuation beyond the stated term of one year, to a maximum of three years and no implication that the Member shall be considered for promotion or tenure. A Member on a limited term contract may apply for promotion in any but the last year of the term appointment.

b) Probationary (Tenure-track)

- i. Probationary appointments are defined as appointments lasting up to a maximum of five (5) years, during which the Employer and the Member are afforded an opportunity for mutual appraisal.
- ii. A probationary appointment contemplates an initial appointment of three (3) years and a reappointment for two (2) years. A probationary appointment, however, does not imply reappointments will be automatic or that tenure will be granted at the end of the appointments or reappointments; it does imply that the Employer will give serious consideration to awarding tenure.

- iii. The initial probationary appointment shall be for three (3) years.
- iv. A subsequent probationary appointment shall be for two (2) years.
- v. Renewal of a probationary appointment will require satisfactory performance and a clear indication of good progress toward eligibility for granting of tenure.

c) Tenure

Tenure means permanency of appointment. In the interest of the University community and of society at large, tenure protects free criticism and independent judgment, and hence forms an integral part of academic freedom. Such an appointment may be terminated through resignation, retirement, dismissal for cause, or as otherwise stated in this Agreement.

**13.07 *Appointment Procedure for Full Time Members***

- a) All new appointments must be advertised within the University and outside the University in suitable national publications, such as University Affairs and the Canadian Association of University Teachers' Bulletin. The President or his/her designate, in consultation with the Department, will identify appointments and core areas needed for the Department.
- b) The department in which the appointment is to be made shall establish a search committee consisting of at least three (3) persons, including the department Chair, a representative of another department, a Member designated by the President. All full-time Members of the Department shall also be allowed to sit on the committee. The candidate will present a lecture to a group of students, who will evaluate the lecture as part of the appointment procedure.
- c) The departmental committee shall recommend draft advertisements to the President or his/her designate, review applications, conduct interviews, consult with the President and recommend candidates to the President in a written reasoned report
- d) The President shall make an appointment taking into consideration the reasoned recommendation of the departmental committee.

13.08 The rank and starting salary of a new appointment shall be established by the President considering the new appointee's teaching, research, and/or other relevant professional experience. Such salary shall be consistently established in relation to other new appointees.

### 13.09 *Appointment Procedure for Sessional Members*

- a) Appointments are first offered to Members with establishment in the course.
- b) If an appointment cannot be filled by a Member with establishment, Sessional appointments shall be made from rosters of names of potential instructors maintained by the Employer provided they meet the qualifications of the posting. This will enable appointments to be made expeditiously and at the same time in a way that honours Sessional Members.
- c) Rosters shall consist of Members who have taught in the department in the previous academic year. Sessional Members on the University roster shall be notified of the courses expected to be offered in their Department in all sessions of the upcoming year. This shall be done by April 15. Sessional Members interested in teaching any of the available courses shall send a letter of application to the President by May 15.
- d) If an appointment cannot be filled by a Member with establishment or by a Member on the roster, the appointments will be advertised on employment websites
- e) The application process consists of the submission of a curriculum vitae, a current teaching dossier, reference letters as outlined below and any relevant supplementary information, which shall be filed with the President of the University. Notice may be given simply to bring forward a letter of application from previous sessions. Members are responsible for updating their curriculum vitae and teaching dossiers.
- f) The President will make appointments on the basis of a recommendation from the Chair of the Department in consultation with full-time Members of the department.
- g) Three academic letters of reference speaking specifically to the position will be sent directly to the Employer from the referee where the appointment is for a new applicant, it is a new course offering or the course is out of the applicant's expertise or department.

## ARTICLE 14 — HUFAC

### 14.01 *Huntington University Faculty Affairs Committee*

In recognition of the centrality of peer evaluation, there shall be a Huntington University Faculty Affairs Committee (HUFAC) whose role is to provide recommendations to the President on such applications from Faculty, including:

Renewal of probationary appointments;  
Promotion;  
Tenure.

### 14.02 *HUFAC Membership*

- a) The Chair of the HUFAC shall be the designate appointed by the President of the University. The Chair of HUFAC shall appoint the committee Membership with the approval of the Joint Labour Management Committee.
- b) The committee shall consist of five (5) tenured Huntington Members. Any shortfall in Huntington Members shall be selected with the approval of the Joint Labour Management Committee, drawn from tenured Members of the Federated Universities or, if not available, from Laurentian Humanities and Social Sciences. Not more than one non-Huntington Member shall be drawn from the same academic unit.

14.03 An applicant may ask that a HUFAC Member recuse herself/himself on the grounds that a conflict of interest exists. The applicant shall state the reasons in writing to the Chair of the Committee. The Chair shall render a decision with reasons in writing to the applicant and the Member in question. Even without a request from the applicant, the Chair of HUFAC may require a Member to recuse herself/himself on the grounds that a conflict of interest exists. A Member may recuse herself/himself on her/his own volition.

14.04 Members of the committee are required to keep strict confidentiality on all matters discussed at meetings, especially the comments of referees.

14.05 The applicant shall be interviewed by the committee, and be provided an opportunity to address any concerns the Members may have.

14.06 Applications for probationary renewal, promotion, and tenure must be filed by 30 September of each year, and must include all necessary supporting documentation. Members on

probationary appointments shall normally begin to undergo a formal tenure evaluation by the HUFAC in the final year of their probationary status. However, a Member may apply for tenure evaluation one year prior to the final year. A Member may not be considered for tenure more than twice.

14.07 All votes on applications before the committee will be written and will supply supporting reasons for the recommendation being made by the committee Member. The votes will be provided to the Chair who will record them and draft a summary of the reasons given. The Chair will incorporate the recommendation and reasoned summary into the minutes of the committee which require approval prior to being forwarded to the President, applicant and the Union. The minutes and written votes shall be maintained by and kept in the office of the President.

14.08 The recommendation of the committee shall be sent to the applicant at the same time it is sent to the President. All letters of recommendation shall include the following: "The Member may make written representations to the President within ten (10) working days of the date on which the HUFAC forwards to the Member a copy of its decision to the President."

14.09 The committee shall issue its recommendations no later than 1 December.

14.10 The committee's recommendation with respect to tenure or renewal or promotion shall be considered by the President in making a decision on the application. In order that peer review and due process be respected, all recommendations shall be set forth in written form, including the findings and grounds and reasons supporting these findings. Further, all decisions of the President on these matters, and the reasons for them, shall also be set forth in writing. In cases where the President intends to reverse recommendations from HUFAC, the President shall first refer the matter(s) back to HUFAC, giving written reasons for the potential reversal, and seeking further clarification from HUFAC. In making a final decision, the President shall also take into consideration any representations made by the Member as well as the response of the committee to the specific concerns addressed. Such decision shall be communicated to the applicant in writing no later than 15 February of the academic year in which the assessment takes place.

14.11 ***Committee Documentation***

The committee shall have recourse to the following documents in addition to the application in order to assess the Member's application:

- a) A written assessment provided by each Member of the applicant's department; this also includes adjunct faculty of the department who will also be invited to provide written assessments of the applicant.
- b) Senate-approved student course evaluations and the material provided in the applicant's teaching dossier;
- c) an up-to-date curriculum vitae that details the applicant's scholarly research activity and University service record;
- d) those parts of the Member's current personnel file that are relevant to the matter being discussed. The Member shall be provided with a list of material from the personnel file that is being considered which has not accompanied the application.

14.12 Quorum shall consist of the full committee.

## **ARTICLE 15 — RENEWAL AND TENURE EVALUATION**

### ***Criteria***

- 15.01 Evaluations of applicants shall be based upon an assessment of the applicant's performance in teaching/librarianship, scholarly activity, and university, professional and community service as set out in Article 11, Academic Activity. The applicant shall identify all the specific items according to which the committee will assess the applicant's scholarly activity.
- 15.02 In addition to the items set out in Article 11, Academic Activity, in conducting evaluations for the purpose of recommending renewal of probationary appointments, the committee shall review both prior performance and provide necessary formative comments as to what further is required for the obtaining of tenure, as well as any concerns raised about satisfactory performance.
- 15.03 In addition to the items set out in Article 15.01, in conducting evaluations for the purpose of tenure, the committee shall invite each tenured Member of the academic staff of Huntington to submit a written evaluation of the applicant based on the provisions of Article 11, Academic Activity, along with a recommendation regarding the outcome of the application;
  - a) assess the Member's scholarly activity performance based on the applicant's curriculum vitae and on such material submitted by the applicant as the applicant deems relevant and appropriate.

## **ARTICLE 16 — PROMOTIONS**

### ***Criteria***

- 16.01 Promotion shall mean the advancement from one rank to the next higher rank.
- 16.02 A Member is eligible to apply for promotion while on leave, but the Member is responsible for maintaining contact with the University and for all expenses incurred in making appearances when requested.
- 16.03 Members shall normally apply for their own promotion. Applications may also be submitted by Members or by the President on behalf of Members who have not applied themselves, where the Members have declared their willingness to be considered.
- 16.04 In addition to the items in Article 15, Renewal and Tenure Evaluation, an application for promotion shall include a copy of the research and creative works the applicant wishes to have considered, and, where the application is for promotion to Full Professor, the names of the referees as required by Article 13, Faculty Appointments.
- 16.05 Unless otherwise stated in this Agreement, promotions shall be effective on 1 July of the academic year following the year in which the application was made and approved. A Lecturer who obtains a doctoral degree shall have an approved promotion to Assistant Professor. The promotion shall be effective the first day of the month following the University receiving a diploma or a letter from the University where the doctorate was obtained, that indicates all conditions for the doctorate have been met.

## **ARTICLE 17 — ASSESSMENT OF A MEMBER'S PERFORMANCE**

### **17.01 *Relevant Articles and Factors***

When making an assessment, the assessing body shall refer to Article 11, Academic Activity, and Article 13, Faculty Appointments, and take into account all relevant factors including

- a) the nature, scope and quality of past teaching/librarianship activities,
- b) the nature and scope and quality of administrative responsibilities of Members,
- c) the unique nature of Huntington University, that is, its small size, remote location, and its commitment to community service and educational partnerships
- d) When assessing the librarian, the amount of available time for scholarly activity shall be taken into account.

#### 17.02 **Assessment**

- a) The assessment of a Member's teaching performance shall be based on Senate-approved course evaluations and the Member's annual teaching dossier.
- b) Members shall have access to the results of course evaluations prior to their use by the University.
- c) It is the responsibility of Members to maintain on an annual basis their teaching dossiers, which shall contain for each course taught sufficient material to allow the evaluation of the contents of the course, the teaching/learning process, the means of assessing the performance of the students, and any other material the Member deems relevant to the duties of teaching. This will include, but is not limited to, course syllabi, representative incidental handouts, sample examinations, multi-media presentations and course notes.
- d) Committees which use the results for the course evaluations and the contents of the teaching dossier in their deliberations shall receive suitable guidelines on their use and interpretation from the President.
- e) The contents of the personnel file, excluding medical information unless express consent is given by the Member.

#### 17.02 **Priorities**

- a) The work of a Member falls into a number of categories as listed in Article 11, Academic Activity. These categories differ in significance, and they are also variable according to the nature of the evaluation underway. Thus, while teaching is the highest priority during tenure and renewal evaluation, teaching and research activity are together the highest priority during promotion evaluation.
- b) Notwithstanding the primary considerations noted above, the Parties recognize that the University benefits greatly from significant contributions in many areas including academic administration and/or university governance, continuous involvement in a Member's professional/learned society, or in community activity directly related to the work of the University. Members who have made such contributions may have them compensate for lesser performance in another area.

- c) Notwithstanding the priorities noted above, the University does benefit greatly from the contributions of Members who are exceptional teachers. Members who can make such a contribution may have this compensated for lesser performance in another area.

**17.03 Reporting**

Every assessing body shall put forward its recommendation or decision in written form, setting forth its findings and grounds for recommendation or decision in order that a Member may know which factors were persuasive in a recommendation or decision.

**ARTICLE 18 — PERSONNEL FILES**

- 18.01 Official personnel files of a Member shall be kept by the Office of the President. This file shall be the only file used in decisions respecting terms and conditions of employment of a Member except as required by law. The documents comprising the file shall be accurate paper copies.
- 18.02 Members shall have the right to examine all of their personnel files during normal business hours, after notice in writing, in the presence of the President or his/her designate. Material in the files which is held to be confidential according to the provisions of this Agreement will be removed from the files prior to their inspection by the Member. However, an inventory of this confidential material will be provided to the Member.
- 18.03 Members shall have the right to have their files supplemented or corrected in the event of error or inadequacy. Members shall have the right to provide additional material for inclusion in their personnel files.
- 18.04 No anonymous material can be kept in the file or used in any formal proceeding, with the exception of Senate-approved student evaluations.
- 18.05 Letters of assessment received in relation to the appointment of a Member shall be confidential and shall not be submitted as evidence in any subsequent proceedings.
- 18.06 Letters of reprimand are inadmissible evidence if used against a Member for any purpose when no further disciplinary measures have been imposed on the Member for two subsequent academic years. After three academic years with no further discipline, letters of reprimand will be removed from the Member's personnel file and destroyed. A Member may not claim that the Member's disciplinary record is clear for more than three (3) years if that has not been the circumstance.

18.07 None of the contents of the file may be released or made available to anyone without the express written consent of the Member, except where required for official University administrative purposes, grievance and arbitration purposes, other purposes described within this Agreement, or by law.

## **ARTICLE 19 — RESIGNATIONS**

19.01 Normally a Member may resign effective June 30 or December 30, with at least one month's written notice to the President. All leaves to which a resigning Member would be entitled shall be terminated at that date.

19.02 Employment may be terminated at any time by mutual written agreement between a Member and the President.

## **ARTICLE 20 — DESIGNATED HOLIDAYS**

20.01 The following days and all days generally declared to be recognized holidays by Federal or Provincial authorities are recognized holidays, and paid time off shall therefore be give to Members:

- a) Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, New Year's Day, President Ludo Winckel Day and a Silas Huntington Day to be taken by the Member as long as there is no conflict with their teaching responsibilities;
- b) Other holidays as declared by the Employer, including the customary Christmas recess.

20.02 Members shall receive designated holidays off from work without any loss of regular earnings.

20.03 Pay rates include public holiday pay and vacation pay except as otherwise stated in this Agreement.

## **ARTICLE 21 — VACATION**

21.01 In addition to designated holidays, each full-time academic staff Member is entitled to a vacation of twenty-five (25) working days, after eleven (11) months of service and annually thereafter. Employees on contracts of less than one-year (1) duration are entitled to a pro-rated period of vacation. When an employee has accumulated five (5) full consecutive years

of employment at the University, for each year of employment thereafter he/she shall be entitled to an additional two (2) days of vacation to a maximum entitlement of thirty-five (35) working days.

- 21.02 Members on sabbatical leave or study leave will be deemed to have used up, during their leave, all their vacation entitlement accrued prior to the commencement of the leave. On July 1 next occurring after the Member's return from leave, the Member shall receive the normal vacation entitlement set out above.
- 21.03 Where a Member is required to take the vacation to which he/she is entitled and the Member has to teach during the spring session, at the discretion of the President, consideration will be given to accumulating the requested vacation entitlement in the following year.
- 21.04 Members will continue to receive their normal earnings during vacation periods, but there shall be no remuneration in lieu of vacation in the event that a Member chooses not to take his /her vacation entitlement.
- 21.05 Members shall schedule their vacation between June 1 and Labour Day unless prior permission for another time has been granted by the President.
- 21.06 Members may take their annual vacation at any time in the period set out above provided that
- a) the period of the vacation does not conflict with a time during which the Members have scheduled duties assigned to them, and
  - b) the Members have advised the President of their vacation dates one month in advance.
- 21.07 In the event of the death of a Member, the value of any unused vacation entitlement will be paid to the beneficiary of the Member's estate.
- 21.08 Sessional Members will receive the negotiated percentage in lieu of vacation leave.

## **ARTICLE 22 — SABBATICAL LEAVE**

- 22.01 Normally, full-time academic staff shall take their regular sabbatical leave when eligible for the purpose of fostering the pursuit of knowledge and to serve the academic and scholarly objectives of the University.

- 22.02 All tenured Members are eligible for sabbatical leave on the basis of one (1) full year's leave for every six (6) years or on the basis of six (6) months for every three (3) years of full-time employment at the University. The University may require that a sabbatical be delayed up to three (3) years due to departmental or administrative reasons provided to the Member in writing by the President, with reasonable notice and after consultation with the Member's department. In such cases, there will be a 5% increase in the sabbatical stipend for each year. In granting the first sabbatical leave to a Member, credit may, at the discretion of the President be given for previous service, to a maximum of three (3) years.
- 22.03 A Member requesting a six-month (6) sabbatical leave after six (6) years of continuous full-time employment shall receive 100% of the Member's regular salary.
- 22.04 A Member taking a twelve-month (12) sabbatical leave after six (6) years of continuous employment is entitled to a stipend equivalent to 85% of the salary they would have normally received.
- 22.05 A Member requesting a sabbatical leave shall provide the President with a dossier by 30 September of the year prior to the leave, and it should include the report of the previous sabbatical, an outline of the proposed plans which explains why these should contribute to the Member's scholarly, pedagogical or professional development, an updated curriculum vitae, an explanation of the locale chosen, a summary of the Member's preparation for that project, and a statement of scholarly and/or professional achievements since the previous sabbatical, and, where applicable, plans to take paid employment elsewhere.
- 22.06 The President shall reach a decision as to the granting of sabbatical and shall transmit it to the Member no later than 15 December of the academic year preceding that in which the leave is to take place.
- 22.07 A sabbatical leave is for a period of twelve (12) months, commencing on 1 July, or for six (6) months commencing on 1 July or 1 January. No portion of the academic year in which a sabbatical leave is taken shall count toward the years of eligibility entitlement pursuant to Article 22.02 above. A sabbatical leave includes the appropriate vacation entitlement proportional to the length of the leave.
- 22.08 Upon return, all accumulated years of eligibility entitlements shall be exhausted, unless a sabbatical has been delayed past its normal date due to a request made by the President. The Member may apply to receive part of the stipend as a research grant to cover research and travel expenses. The Member is responsible for making the proper applications in accordance with the applicable provincial or federal statutes. Upon the Member's request,

the Employer will provide a portion of the sabbatical leave stipend as a research grant subject to provincial and federal regulations. A Member who receives such a research grant from the Employer must make the necessary deductions and declarations as applicable under either the federal or provincial laws. The Employer accepts no responsibility in this regard. The maximum amount of this stipend will normally be no more than 10% of gross salary. Exceptions may be made at the discretion of the President.

- 22.09 Compensation for sabbatical leaves coincides with the Collective Agreement in place. Salary, benefits and other provisions will be adjusted according to any new agreement between the Board and the Association
- 22.10 A Member on sabbatical leave shall continue, subject to the terms of such policies, to be covered by the University's group benefit plans, and the University shall continue its normal contributions toward the premium costs for such plans.
- 22.11 The University and the Member shall continue normal percentage contributions toward the Member's pension plans based on the Member's regular salary. The period of leave shall be included as credited years of service in determining University pension benefits.
- 22.12 Members on sabbatical leave shall continue to be Members of the Bargaining Unit and enjoy all duties and obligations arising therefrom.
- 22.13 While on sabbatical leave, a Member may accept, with the prior written permission of the President, paid employment outside the University.
- 22.14 Immediately following the completion of a sabbatical leave, the Member is required to return to the University for a period equal to the length of the leave taken, or to satisfy some other arrangement that is mutually acceptable to the Member and the University. Failure to return to the University shall require the Member to reimburse the Employer for all of the salary and benefits received during the leave, except as such obligations may be waived by the Employer.
- 22.15 Within thirty (30) working days of the date of return to the University from a sabbatical leave, the Member shall submit to the University a detailed written report of scholastic or professional activities undertaken during the leave. The report shall become part of the Member's personnel file.

## ARTICLE 23 — STUDY LEAVE

- 23.01 A study leave with pay is granted to enable a Member to pursue a program of study of benefit to the Member and in order to meet specific needs of the University. Study leave periods may vary to a maximum of twelve (12) months and may be renewable without compensation. Vacation entitlement shall be proportional to the length of the leave.
- 23.02 A Member on study leave shall receive 30% of the Member's salary to a maximum of \$40,000. Time spent on any other type of leave with a period of more than six (6) months, including LTD leave, shall not count toward the eligibility requirements of three (3) years of uninterrupted service, nor toward years of service for the purpose of determining salary while on study leave.
- 23.03 Members on study leave shall continue to be Members of the Bargaining Unit and shall continue to have dues deducted from their salaries.
- 23.04 A Member seeking study leave shall submit a written application to the President by 1 October of the year immediately preceding the academic year for which the leave is requested. The application shall include the following information:
- a) the period of the leave;
  - b) a statement of the proposed program of study and of its academic value to the Member and to the University.
- 23.05 Before 15 December, the President, after consulting the department Chair, shall notify the applicant in writing whether the study leave has been approved, and shall state the reasons in case of non-approval of such an application. A successful applicant may cancel the leave by notifying the President in writing no later than 31 January.
- 23.06 It is understood that a Member shall be required to return to the University for a period not less than the study leave, or to repay the amount of the stipend.
- 23.07 Within thirty (30) working days of returning from study leave, the Member must prepare and forward to the President a full written account of the scholastic activities undertaken during the study leave.

## ARTICLE 24 — LEAVES

24.01 Members shall advise administration of a leave for illness, family issues or any other reason noted in this agreement as soon as possible in order to properly arrange to cover teaching and administrative responsibilities.

### 24.02 *Leave of Absence Without Pay*

- a) A Member may apply for and the Employer may grant a leave of absence without pay for a period of up to 24 months. Faculty members on a leave of absence from the University and employed at another University in a tenure or tenure track faculty position shall be deemed to have resigned from the University six (6) months after their employment at that other University begins.
- b) The Member shall apply in writing to the President, who shall consult with the Member's department.
- c) The President shall approve or deny the leave in writing to the Member, with a copy to the Union.
- d) If the leave is approved, the terms of the leave shall be set out in the written notification.
- e) A Member granted such a leave for the purposes of taking employment elsewhere pursuant to the terms of this Article, who wishes to maintain such group insurance coverage as is permissible by the terms of the plan shall be responsible for payment of the total premium cost.

### 24.03 *Special Needs*

A Member shall be eligible for a paid leave of absence for a period of up to four (4) weeks to fulfill responsibilities relating to the special needs of a Member of the Member's family. Special needs may include, but are not restricted to, resettlement of aged or disabled parents, serious illness of parents, partner or child, medical treatment of partner or child that cannot be provided in the Sudbury region. The teaching/professional and service responsibilities of a Member on this type of leave shall be assumed by their colleagues without additional expense to the Employer. To qualify for this leave, the Member must be actively teaching at least one course.

#### 24.04 ***Bereavement/Compassionate***

In the event of the death of a Member of a Member's family, the Member shall be granted a leave of absence of at least seven (7) working days without loss of pay. If more than seven days is requested, the President shall decide the maximum number of leave days granted to qualify for this leave, the Member must be actively teaching at least one course.

The term "Member of a Member's family" means

Spouse (which includes common-law spouse and same-sex)

Child (which includes step-child)

Sibling (includes step-sibling)

Parent (includes step-parent)

Parent-in-law

Sibling-in-law

Grandparents

Guardians

Grandchildren

Daughter-in-law and son-in-law

#### 24.05 ***Court Leave/Jury Duty***

- a) Leave of absence with pay shall normally be granted to any Member, other than Members on a leave of absence without pay, who are required to serve on a jury or to attend as a witness or an expert in a court of justice or before any legal or statutory body in Canada with power to compel the attendance of witnesses before it.
- b) The Member shall notify the President/Chair/Coordinator in advance, in writing, and shall provide proof of his/her attendance. A Member shall attempt to make arrangements to ensure that his/her duties are properly carried out during the period of his/her absence.
- c) Leave with pay does not apply to a Member serving a sentence or appearing as a witness on his/her own behalf.
- d) When a Member wishes time off in order to pursue a civil action in court, the Member shall apply to the President for leave of absence without pay.

## **ARTICLE 25 — FAMILY RESPONSIBILITY LEAVE FOR FULL-TIME FACULTY**

### **25.01 *Pregnancy Leave***

- a) A pregnant Member shall be entitled to seventeen (17) weeks of Pregnancy Leave.
- b) During the period of pregnancy leave as specified in Article 25.01, a Member shall receive from the Employer
  - i) for the first two (2) weeks, 100% of her nominal salary,
  - ii) for up to a maximum of fifteen (15) additional weeks, an amount equal to the difference between the Employment Insurance (EI) benefits received by the Member and 100% of the Member's nominal salary subject to 25.01 (c).
- c) If the Member is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for pregnancy benefits or adjust the amount of benefits that were received then, the Employer shall maintain the Member at 100% of her nominal earnings for the period of her leave unless the Member is disqualified or reduced due to fraud or for engaging in alternate employment.

### **25.02 *Notice Required for Pregnancy Leave***

- a) The Member shall give the employer at least four (4) weeks' written notice of the date the pregnancy leave is to begin. The notice period may be altered by mutual agreement.
- b) The notice period in Article 25.02 a) shall not apply if the Member stops working because of complications caused by her pregnancy or because of a birth, still birth or miscarriage.

### **25.03 *Duration of Pregnancy Leave***

- a) The pregnancy leave of a Member who is entitled to take parental leave shall end seventeen (17) weeks after the pregnancy leave began. In the case where the newborn child is hospitalized, a Member may postpone or interrupt her pregnancy leave by the number of weeks the newborn child is hospitalized but it must be taken within the fifty-two (52) weeks from the date of the birth of the child.
- b) The pregnancy leave of a Member who is not entitled to take parental leave shall end on the later of either the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still birth or miscarriage.

**25.04 *Leave for Parent Not Taking Parental Leave***

On the occasion of the birth of a child or the adoption of a child coming into the care or custody of a parent for the first time, the child's parent who is not taking the pregnancy or the parental leave shall be entitled to a leave with full salary and benefits of up to six (6) weeks, to be taken at the discretion of the Member within the fifty-two (52) weeks from the date of the birth of the child or the adoption of a child coming into the care or custody of a parent for the first time.

**25.05 *Parental Leave on the Occasion of the Birth of a Child***

- a) On the occasion of the birth of a child, a Member who is a parent and who has opted to take parental leave under the Employment Insurance Act and applicable legislation shall be entitled to a parental leave of up to thirty-five (35) weeks.
- b) During the period of parental leave as specified in Article 25.05 a.), a Member shall receive from the Employer
  - i) for the first two (2) weeks, 100% of the Member's nominal salary,
  - ii) for up to a maximum of seven (7) additional weeks, an amount equal to the difference between the EI benefits received by the Member and 100% of the Member's nominal salary subject to 25.05 (c).
- c) If the Member is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for parental benefits or adjust the amount of benefits that were received, the Employer shall maintain the Member at 100% of the Member's nominal earnings for the period of the leave unless the Member is disqualified or reduced due to fraud or for engaging in alternate employment.

**25.06 *Parental Leave on the Occasion of the Adoption of a Child or birth of a child through Surrogacy***

- a) On the occasion of the adoption of a child coming into the care or custody of a parent for the first time, a Member who is a parent shall be entitled to a parental leave of up to thirty-seven (37) weeks. The parental leave must be commenced within the fifty-two (52) weeks from the date the child comes into care or custody of the parent for the first time.

- b) During the period of parental leave as specified in Article 25.06.a), a Member shall receive from the Employer
  - i) for the first two (2) weeks, 100% of his/her nominal salary,
  - ii) for up to a maximum of (15) additional weeks, an amount equal to the difference between the EI benefits received by the Member and 100% of the Member's nominal salary subject to 25.06 (c).
- c) If the Member is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for parental benefits or adjust the amount of benefits that were received, the Employer shall maintain the Member at 100% of the Member's nominal earnings for the period of the leave unless the Member is disqualified or reduced due to fraud or for engaging in alternate employment.

**25.07 Notice Required for Parental Leave**

- a) A Member shall give written notice to the Employer of the Member's intention to take a parental leave at least four (4) weeks prior to the commencement of such leave. The notice period may be altered by mutual agreement.
- b) The notice period in Article 25.07 a) shall not apply if the Member stops working because the child comes into the custody, care and control of the parent sooner than expected.

**25.08 Extended Parental Leave**

An extended parental leave without pay, up to a maximum of one (1) year, shall be given to Members who request it. Members must continue to pay union dues in order to remain within this Collective Agreement. Group benefits may continue to be paid by the employee during this leave.

**25.09 General Considerations**

- a) During leaves under this Article, the Member shall continue to participate in the pension plan and the other benefit plans set out in this Collective Agreement. The Member and the Employer shall each continue to pay their applicable share of contributions and/or premiums, unless the Member elects not to do so in writing.
- b) Nothing in this Article shall prevent a Member from claiming sick leave for absences from work due to illnesses.

- c) Upon return to work, a Member who has taken leaves under this Article shall resume the Member's former position with the Member's full nominal salary and benefits as provided for under this Agreement.
- d) The period of a Member's leave shall be included in the calculation of the Member's length of service for seniority purposes.
- e) A Member on pregnancy or parental leave may elect to defer contractual decisions on reappointment or tenure by an equivalent period of time. When a Member elects to defer such decisions, the Member shall provide the President with written notice of the Member's intention.
- f) The Parties agree that the provisions of this Article shall be no less than those in the Provincial Employment Standards Act/Legislation and Employment Insurance Act as may be further amended. Differences in the interpretation of this Article shall be resolved based on consistency with the Acts.
- g) Nothing in this Article shall prevent a Member claiming pregnancy or parental leave during a sabbatical leave. Any unused portion of a sabbatical leave shall be taken at a time mutually acceptable to the Member and the President.
- h) If both parents are Members, they may share their paid periods of leave between them and not to exceed the agreed upon threshold.

## **ARTICLE 26 — SALARY**

26.01 Compensation for full time Members shall be as follows:

- a) a scale increase equal to that negotiated in the Laurentian University Collective Agreement for 2012/13, 2013/14, 2014/15, 2015/16.
- b) A progress-through-the-rank increment as negotiated in the Laurentian University Collective Agreement for 2012/13, 2013/14, 2014/15, 2015/16.
- c) the base structure salary as negotiated by Laurentian University Collective Agreement.

26.02 Overload stipend for a full-time academic staff will be equivalent to the base pay of a Sessional Member for teaching a course.

- 26.03 Under regular circumstances, a course taught in spring session puts a Member in an overload position. The overload does not apply if, due to cancellation of a course during fall-winter session, a Member is required to teach a course in the next spring session to complete his/her required workload.
- 26.04 For classes with enrollment of at least 100 students the full-time Member will receive a \$1,500.00 stipend to assist with marking.
- 26.05 Merit awards are awarded by the President and do not become a permanent part of the Member's salary structure. The Member who is awarded a merit award may elect to receive the whole or part of the bonus in the form of an equivalent enhancement to the professional allowance.
- 26.06 All merit awards have the value of one (1) three-credit (3 credits) overload payment.
- 26.07 No one shall receive a merit award more than once every three years.
- 26.08 To receive the merit award the recipient must have achieved excellence in teaching, scholarship, governance and/ or community service.
- 26.09 Members supervising a thesis student will receive three hundred and thirty-three dollars (\$333) per student or a 1/3 credit value.
- 26.10 Where a 4000 elective course is not part of a full-time Member's regular teaching workload or a Sessional Member's teaching assignment, and the course has less than the normally required fifteen (15) students, the Member shall be compensated at a rate of five hundred dollars (\$500) for a six (6) credit course or two hundred and fifty dollars (\$250) for a three (3) credit course per student times the number of students registered in the course up to a maximum of 14 students.

## **ARTICLE 27 — SESSIONAL COMPENSATION**

- 27.01 The Employer shall issue written letters of appointment no later than July 15 for employment starting September 1st, and no later than November 15 for employment starting January 1st and no later than March 15 for employment starting May 1st.

27.02 Sessional Members shall be paid as follows for each three-credit course (which includes 4% vacation pay):

2012-2013	\$5,383.59
2013-2014	\$5,652.77
2014-2015	\$5,935.41
2015-2016	\$6,232.18

27.03 Sessional Members shall qualify for establishment when they have been offered a contract to teach a course three (3) times in the last five (5) offerings at a designated campus. Establishment lapses if the Member has not taught the course over a two-year (2) period. The redescription of a course shall not affect establishment. A full-time Member's right to teach a course supersedes the right of a Sessional Member with establishment to the course. Establishment shall be site specific.

27.04 The employer shall maintain an establishment list, which includes a Member's acquired establishment and the Member's status. This list shall be updated regularly and shall be communicated to the association by March 1.

27.05 Sessional Member positions, and other accrued rights must conform with Article 13 (appointments), Article 12 (workload), and any equity policies and provisions.

27.06 Individual Sessional contracts shall specify the term of the contract and the tasks to be performed.

## **ARTICLE 28 — DISTANCE COURSES**

28.01 Where the revision or supervision of a distance-education course is part of a full-time Member's normal workload assignment, it shall be considered as half the equivalent to the credit value of the course. The development of a distance-education course in this circumstance shall be considered as twice the credit value of the course.

28.02 For the purposes of calculating Sessional workload caps, distance-education course credits shall be calculated at one (1) credit for every fourteen (14) students per four (4) months. Compensation for courses with enrolments greater than forty-two (42) students (3 credits) shall be paid per student without affecting the credit weight.

28.03 Distance courses i.e. manuals, study guides etc. will normally be developed by qualified full time academic staff. Where full time academic staff are not available or do not have expertise in the field, the chair will request a posting to hire someone with the proper qualifications.

28.04 Where the supervision of a distance-education course is not part of a full-time Member's normal workload assignment, or where it is assigned to a Sessional Member, the Member shall be compensated at the following rates:

	<i>Full course (six credits)</i>	<i>Half course (three credits)</i>
2012-2013	\$ 300/ student	\$ 150.00
2013-2014	\$ 305/student	\$ 152.50
2014-2015	\$ 310/student	\$ 155.00
2015-2016	\$315/student	\$157.50

28.05 The development of a distance education course shall be equivalent to twice the credit value of the course.

28.06 The revision of a distance education course shall be equivalent to the credit value of the course.

28.07 The Employer will determine the number of students enrolled in a course as of November 1, February 1 or June 22 and compensation shall be paid based on the number of students registered in the course.

28.08 Where the supervision, development or revision of a distance education course is assigned to a sessional Member, the appointment process must conform with Article 13 Appointments and Article 12 Workload.

## **ARTICLE 29 — BENEFITS**

29.01 The Employer acts in concert with Laurentian University in regard to making fringe benefits available to full-time Members, including the following:

- Semi private Hospital Coverage
- Group Life Insurance Plan
- Accidental Death and Dismemberment Plan
- Dependent Group Plan
- Extended Medical Plan
- Dental Plan
- Long Term Disability Plan
- Retirement Plan

29.02 The cost of the premiums shall be shared by the University and the Member on the following basis:

	University	Member
Semi-private hospital coverage	90%	10%
Life insurance: (includes A.D.&D. and D.G.P.)	50%	50%
Extended medical	90%	10%
Dental care plan	90%	10%
Long-term disability		100%
Retirement plan		

29.03 The pension payment calculation shall be based on the average of the best five (5) years. and be consistent with the Retirement Plan of Laurentian University of Sudbury and in the federated and affiliated universities.

29.04 Any Member on an unpaid leave of absence shall make special arrangements for benefit coverage as outlined in Article 24, Leave of Absence without Pay.

29.05 ***Short-term Disability for Full-time Members***

- a) There shall be a short-term sick-credit accumulation bank.
- b) Full-time Members shall accumulate sick credits at the rate of 1.5 sick-leave days per month of active service to a maximum of 120 sick day credits.
- c) Where a full-time Member is absent due to legitimate illness, the Member may draw sick credits from the bank to the extent of the Member's accumulated credits.
- d) The Member shall inform the President as soon as possible of the Member's illness so that adequate alternate arrangements can be made to fulfill the Member's duties.
- e) The President may, with reasonable notice, request that the Member provide an acceptable medical certificate stating to the extent possible the impact on the Member's ability to perform the duties required of the Member and the prognosis with respect to the Member's ability to return to work.

## ARTICLE 30 — PROFESSIONAL DEVELOPMENT

- 30.01 Each full-time Member shall be eligible to receive a professional allowance for each contractual year, such allowance to be spent for expenses related to approved academic research or professional purposes. Such an allowance shall be cumulative over two (2) academic years.
- 30.02 The amount of the allowance for full-time Faculty shall be paid in accordance with the rates set in the Laurentian Collective Agreement.
- 30.03 Professional development expenditures allowable under this Article include the following:
- a. Membership fees for professional and/or learned societies related to the Member's discipline.
  - b. Subscriptions to professional and/or learned journals.
  - c. Books, materials, equipment, and services directly related to research and teaching/professional Library work.
  - d. Registration fees for the Member to attend a scholarly conference.
  - e. Travel including transportation, food and accommodation (subject to University travel policies) for the Member to attend relevant scholarly conferences or seminars, or to visit other universities or research sites to conduct research and scholarly work which cannot be done at Huntington University.
  - f. Page and reprint charges or costs incurred in the preparation and completion of scholarly manuscripts.
  - g. Professional/academic development or upgrading.
  - h. Hiring part-time assistants in support of research and teaching, excluding marking.
  - i. Tuition fees
- 30.04 Expenditures must be approved in advance by the President and reimbursements will be made on verification of receipts. In the event that expenditures are incurred in relatively small amounts - less than 25% of the total or less than the remaining maximum allowable

amount - reimbursements should be accumulated but receipts must be submitted not later than April 1 following the date the expenditures have been made.

- 30.05 Full-time academic staff who are on sabbatical leave, are eligible for the professional development expenditures. Full-time academic staff who are on study leave, or voluntary reduced workload are eligible for the professional development expenditures on a prorated basis.
- 30.06 Any equipment purchased with funds provided under this Article remains the property of the University but a full-time academic staff Member shall have the right if he/she so chooses to buy back such equipment at fair market value (normal depreciation).
- 30.07 Sessional Members shall be eligible for professional development money of two hundred and fifty (250) dollars, per each three credit course that they teach up to a limit of two thousand (2,000) dollars. Such an allowance shall be used in the current and subsequent academic year.

## **ARTICLE 31 — MOVING EXPENSES**

### **32.01 *Expenses Reimbursed***

- a) On initial appointment to the University, each full-time Member moving from a distance of 100 kilometres or more shall be entitled to reimbursement for moving expenses subject to the following conditions:
- i) All claims must be substantiated by official receipts or reasonable facsimiles;
  - ii) the Employer shall reimburse claims at the rate of 100% to a maximum of \$3,000.00. In exceptional circumstances, the Employer may exceed this amount.

### **32.02 *Moving Expenses Include:***

- a) moving, packing, crating, and unpacking of household goods and personal effects;
- b) transfer of family by the most economical means of transportation;
- c) reasonable living expenses while travelling to Sudbury;
- d) one advance visit for the purpose of securing suitable housing. The newly appointed Members may be accompanied by their spouse in this instance.

**32.03 *Moving Expenses as Loan***

- a) Moving expenses paid to a new Member will constitute a loan made by the University. This loan will be retired when the Member has completed three (3) years of continuous service with the University, each year being equivalent to one-third of the reimbursement of the loan.
- b) Should the beneficiary of such a loan leave the University before completing three (3) years of continuous service for personal or disciplinary reasons, they must reimburse the University for a pro-rated portion of the loan.

**ARTICLE 32 — MISCELLANEOUS**

**32.01 *Tuition Exemption and Tuition Bursaries***

- a) Tuition Fee Exemption and Tuition Bursaries for Full-Time faculty will be as per Laurentian University practice.
- b) Sessional Members shall be entitled to exemption from tuition fees for credit courses taken at Huntington University. The exemption available shall equal the number of credits taught by the Sessional Member and must be used within the current or subsequent academic year.

**32.02 *Physical Education Facilities***

Physical Education Facilities will be provided as per the Laurentian University practice.

**32.03 *Public Liability***

The University shall maintain public liability insurance insuring, among others, Members who are acting within the scope of their employment against liability claims (including negligence, property damage, personal injury, libel, and slander) up to a limit of one million dollars (\$1,000,000).

**32.04 *Parking***

All Members who teach on-campus shall be eligible, on a first-come first-serve basis, for free parking at the University during the duration of their contract. Members shall receive reimbursement for parking to a maximum of \$4.00 per day (based on the actual and most

economical parking costs) of scheduled teaching at partner institutions excluding the Laurentian campus.

### 32.05 ***Reimbursement of Expenses***

All Members will be reimbursed within the normal amounts payable for reasonable out-of-pocket expenses incurred while on authorized business for the University, where such business is requested by the president and has received prior approval, such as parking fees, transportation costs, meal allowances, equipment for field trips, accommodation costs, and incidental expenses. Receipts for such expenses will be provided. The claim for reimbursement including receipts shall be submitted to the President. Amounts reimbursed will be as follows: Parking or equipment (actual cost), kilometric rate for the use of privately owned vehicle will be the National Joint Council rates, actual cost of bus, rental car, or plane. Accommodation and meal and incidental allowance rates as listed below:

Private non-commercial accommodation allowance	\$50.00
Meal allowances	
breakfast - 100%	\$13.60
lunch - 100%	\$12.85
dinner - 100%	\$36.30
Meal allowance total - 100%	\$62.75
Incidental allowance - 100%	\$17.30
Daily Total Meals and incidentals - 100%	\$80.05

The rates shall be adjusted on January 1 and July 1 of each year to reflect the National Joint Council rates.

## **ARTICLE 33 — CHAIR/COORDINATOR**

33.01 Chairs/Coordinators are elected to a three-year (3) term by a simple majority of the full-time Members of a department/program, in a departmental/program meeting chaired by the President or his/her designate and held no later than March 15 of the year in which the new Chair/Coordinator is to assume duties. Chairs/Coordinators are responsible for providing academic leadership to their department/program, and for representing the decisions and objectives of the department/program. Their duties are the following and shall be carried out in accordance with good administrative practices:

- a) To ensure that the Members of the Department are informed of their duties and responsibilities in accordance with the University Senate regulations, the regulations of the University and this Collective Agreement.

- b) To convene and preside over meetings of the Department at regular intervals during the academic year, to provide minutes and actions to the President, and to be an ex officio and voting Member of its standing committees.
- c) To consult on budgetary recommendations in conjunction with the President and/or Executive Director and to administer the annual budget for the Department.
- d) To ensure that the Members of the Department have an opportunity to share in the decision-making process, in the formulation of policies, and in the administrative tasks of the Department.
- e) To coordinate formal departmental/program reviews;
- f) To approve the mark forms for courses offered in the department/program;
- g) To oversee the development and revision of correspondence courses;
- h) To supervise student counselling on academic matters and the assignment of programs of study within the Department.
- i) To administer space and equipment allocated to the Department.
- j) To be responsible for presenting the academic programs of the Department for accreditation or approval of external bodies, as needed.
- k) To advise the President on the teaching roster, timetable and office hours for the Department following consultation with all Members of the Department and other appropriate University bodies and officers including the University Registrar and to supervise the implementation of the roster, timetable and office hours.
- l) To prepare a succinct annual report for submission to the President due by June 30, on the enrolment, curriculum and other programmatic issues facing the Department. The annual report shall also include a list of Sessional Lecturers with establishment in specific courses. The Chair will distribute a copy of this report to all Members of the Department.
- m) To maintain relations between the department/program and external constituencies, and the broader community, as relevant and appropriate; and to arrange representation as necessary.
- n) To attend all meetings/consultations within the University. In the absence of the Chair, he/she will designate someone to attend on their behalf.
- o) To confirm in writing to the President consultation with Department Members concerning workload.
- p) To perform such other duties in connection with the work and administration of the Department that the President may assign and that are consistent with this agreement.

33.02 Department Chairs, shall receive a 6 credit reduction in teaching or the value equivalent to 6-credits added to their salary for every year they are Chair. Chairs duties begin on July 1.

33.03 If filling the position for a portion of a year, the stipend will be prorated.

33.04 Chairs whose program has enrolment in excess of 500 students shall receive an additional stipend as follows:

501-750 students	\$1,500.00
751-1,000 students	\$2,500.00
1,000+ students	\$3,500.00

#### **ARTICLE 34 — COMPLAINT PROCESS**

34.01 Normally, a Member has no grievance until he/she has first given the President an opportunity to address his/her complaint. In discussing his/her complaint, the Member may be accompanied by a Union representative.

34.02 Any Member's complaint which is not settled by the President within ten (10) working days of initially discussing the complaint shall commence at stage one (1) of the grievance procedure.

#### **ARTICLE 35 — GRIEVANCE PROCEDURE**

35.01 The Parties agree to make every reasonable effort to settle all grievances in a prompt, just, and equitable manner. The Union shall have carriage over all grievances. The Employer shall only deal with the Union, and its elected representative, with respect to a grievance. On request of either the Union or the Employer, the other Party shall provide access to all non-privileged documents relevant to the grievance to provide for an open, fair and expeditious processing of the grievance.

35.02 There are three types of grievance: an individual grievance, on behalf of one Member; a group grievance, on behalf of a group of Members similarly affected by an Employer action; and a policy grievance, involving a matter of general policy or of general application of the Collective Agreement.

35.03 All Members' grievances may be submitted provided that no more than twenty (20) working days have elapsed since the occurrence of the alleged grievance became known or should have reasonably become known.

35.04 In the event that either Party misses a deadline according to the time limits, the other Party may submit the matter to the next step, as if a denial or negative reply had been received on the last day of the time allowed.

- 35.05 A grievance shall be submitted in writing, signed by the Union representative, and it shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought. Within ten (10) working days of receipt of the grievance, the Employer representatives shall meet with the Union representative and any Member(s) affected. The Parties shall make every reasonable attempt to resolve the grievance. If resolved at this stage, the grievance settlement will be reduced to writing and countersigned by the Parties within ten (10) working days of the resolution. If after twenty (20) working days no resolution is reached, the Employer representatives shall forward in writing the reasons for the denial of the grievance.
- 35.06 Communications exchanged aimed at informal resolution at this stage cannot be relied upon in subsequent hearings.
- 35.07 Any step of the grievance procedure may be waived by mutual agreement in writing between the Employer and the Union.
- 35.08 The parties agree that the reason for discipline shall be disclosed.
- 35.09 If a grievance is resolved during the grievance procedure, the settlement shall be reduced to writing and countersigned by the Association representative and a University representative within ten (10) working days of the settlement. Such settlement shall be final and binding upon the Employer, the Union and the Member(s) concerned.

## **ARTICLE 36 — ARBITRATION**

- 36.01 Within fifteen (15) working days of the Employer response issued in Article 35.05 above, the Union may give written notice of its referral to arbitration of the matter in dispute. The Parties will then proceed to agree to an arbitrator. If no agreement is reached within fifteen (15) working days, either Party may request the Minister of Labour to appoint an arbitrator.
- 36.02 The arbitrator shall have the authority to issue interim orders requiring the Employer to provide relief. The arbitrator shall not have the power to alter, add to or modify the Agreement in any respect.
- 36.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

- 36.04 If no written notice of referral to arbitration is received within fifteen (15) working days after the decision under Article 35.05 is given, the grievance shall be deemed to have been abandoned.
- 36.05 The decision of the Arbitrator will be final and binding upon the Parties hereto and the Member(s) concerned except as provided by law.
- 36.06 Each of the Parties hereto will share, equally, the fees and expenses of the Arbitrator.
- 36.07 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory, and failure to comply strictly with such time limits, except by the written agreement of the Parties, shall result in the grievance being deemed to have been abandoned notwithstanding s. 48(16) Labour Relations Act.

#### **ARTICLE 37 — LAYOFF**

- 37.01 The Employer agrees there shall be no layoffs of Members during the term of this Agreement.

#### **ARTICLE 38 – FINANCIAL EXIGENCY**

- 38.01 The Board of Regents and the Association agree that the first duty of the University is to ensure that its academic priorities remain paramount, particularly with regard to the quality of instruction, library service and research, and the preservation of academic freedom.
- 38.02 For the purposes of this Article, Financial Exigency shall be defined as substantial and recurring deficits, which threaten the long-term solvency of the University as a whole.
- 38.03 Reductions in academic staff for reasons of financial exigency shall occur only in extraordinary circumstances, and only then after efforts to alleviate the financial crisis by economies in all other segments of the budget have been undertaken and after all reasonable means of improving the University's revenues have been exhausted.
- 38.04 Members may be laid off in accordance with this Article only in the event that a state of financial exigency has been both declared and confirmed pursuant to the procedures contained in this Article.

- 38.05 In the event that the Board of Regents considers that a financial exigency exists, within the meaning of Paragraph 2, it may give notice of such a belief. As of the date of such notice the procedures specified in this Article shall apply, and no new appointments may be made to either the academic or administrative staff complement.
- 38.06 Within two (2) days of giving notice of its belief that a financial exigency exists, the Board of Regents shall forward to the Faculty Association all financial documentation relevant to the alleged state of financial exigency.
- 38.07 Within fifteen (15) days of the notice specified in Paragraph 5 above, the parties shall establish a Financial Commission which will consider the alleged financial exigency and either (a) confirm it (under whatever conditions it chooses to impose) or (b) reject it.
- 38.08 The Financial Commission shall be chosen, as is an Arbitration Board per Article 36. It is agreed that in this instance no Member of the Financial Commission shall be a government official, and the Minister of Labour, if requested to appoint a Chair, shall choose a person who is not in the employ of a government. Decisions of the Financial Commission under this Article shall be final and binding on all parties. In this regard the Financial Commission shall be deemed to be an Arbitration Board.
- 38.09 The onus of proof shall be on the Board to establish to the satisfaction of the Financial Commission that a state of financial exigency exists within the meaning of this Article.
- 38.10 Within seven (7) days of the choice of a Chair, the Financial Commission shall meet and invite and consider submissions on the University's financial condition. Inter alia it shall consider:
- a) Whether the University's financial position (as evidenced from the total budget and not just the academic or salary components thereof) constitutes a bona fide budgetary crisis such that deficits projected by generally accepted accounting principles are expected to continue for more than two (2) fiscal years.
  - b) Whether in view of the primacy of academic goals at the University the reduction of academic staff is a reasonable type of cost saving.
  - c) Whether all reasonable means of achieving cost-saving in other areas of the University budget have been explored and exhausted.
  - d) Whether all reasonable means of improving the University's revenue position have been explored and exhausted.
  - e) Whether every effort has been made to secure further assistance from the provincial government.
  - f) Whether enrolment projections are consistent with a proposed reduction in the academic staff complement.

- g) Whether all means of reducing the academic staff complement including voluntary early retirement, voluntary resignation, voluntary reduced workload, voluntary redeployment and leaves, etc. have been exhausted; and
  - h) Whatever other matters it considers relevant.
- 38.11 The Financial Commission will normally be expected to hand down its Report and deliver a copy to the Board and to the Association within sixty (60) days of its first meeting. If the Commission finds that a state of financial exigency does not exist, no reductions of academic staff for reasons of financial exigency may take place. If the Commission finds that a financial exigency does exist, its Report shall specify the amount of reduction required, if any, in the budgetary allocation to salary and benefits for Members of the bargaining Unit. Any reduction in the budgetary allocation for academic salaries and benefits may be made conditional upon the further exploration of alternative cost-saving measures by the University, and the Commission shall remain seized of its jurisdiction in this matter pending the satisfactory exhaustion of all such specified alternatives. Within five (5) days of receipt of the Report of the Financial Commission, the parties shall meet and confer with respect to its implications.
- 38.12 Pursuant to the ruling of the Financial Commission, the Board of Regents may reduce the budgetary allocation for salaries and benefits of Members of the bargaining Unit but such reduction shall not exceed the amount of the reduction specified by the Commission. The decision of the Board of Regents shall be taken and written notice thereof sent to the Financial Commission within two (2) weeks of receipt of the notice mentioned in Paragraph 11 above.
- 38.13 Within twenty (20) days the Financial Commission shall apportion among the Faculties, Library and similar Units, the reduction in the budgetary allocation for salaries and benefits of the Members of the bargaining Unit. Whenever possible, such reductions will be divided in a proportionate amount among the Faculties and Library within the University unless there is a clear and substantial reason for doing otherwise.
- 38.14 Within thirty (30) days, the Faculties/Library through their respective Faculty/Library Councils shall apportion the budgetary reduction among the academic Units within the Faculty/Library and determine which among its Members are to be laid off. Whenever possible such reductions will be divided among the Units within a Faculty/Library in a proportionate amount unless there is a clear and substantial reason for doing otherwise.
- 38.15 The principal criteria in the termination/lay-off of Members within a department, school or similar Unit shall be:

- a) The possession of qualifications suitable for the continuing function of the Faculty, School, Department or Library.
- b) Quality of performance in teaching and research or scholarly activity where applicable.
- c) The possession of qualifications suitable for transfer with or without retraining to another academic or administrative position within the University.
- d) Contributions to the wider community.
- e) the department in which the Member is housed.

38.16 Within a Unit, a tenured Member shall not be terminated in preference to a non-tenured Member. For tenured Members, the more senior Member, in terms of service determined from the date at which tenure at the University became effective shall be retained unless, after applying the above criteria, there is a clear and substantial reason for doing otherwise.

38.17 Those Members who are at least forty (40) years of age, have tenure and in respect of whom the sum of years of seniority from the effective date of tenure plus age equals at least fifty-five (55) shall be exempt from lay-off until all other academic staff within the Faculty/Library and not included in this category have been laid off.

38.18 Should the Faculty/Library Council fail to determine within thirty (30) days who among its Members is to be laid off, it shall be the responsibility of the Deans/Director of the Library to apportion the budgetary reduction within their faculty/library. Should the Chairs/Librarian of the Library fail to make such a decision within seven (7) days, the Financial Commission shall make the apportionment of the budgetary reduction.

38.19 Members who are selected for lay-off under this Article shall be provided with written notice of the reasons for their selection. Lay-offs under this Article shall not be treated or recorded as dismissals for cause.

38.20 After the selection of the Members who are to be laid off, but prior to the implementation of such lay-offs, the Board shall make every reasonable effort to secure positions elsewhere in the University, including administrative positions, for those Members who are to be laid-off. Members who accept alternative academic employment retain all pre-existing employment rights, including credit for sabbaticals, salaries and pensions. Members who accept alternative employment shall be given the opportunity to retrain for a period of up to one (1) year for their new duties. The employer shall pay any related tuition fees and full salary to the Member during this retraining period.

38.21 Groups and/or individuals who are selected for lay-off, may grieve their selection under the Grievance and Arbitration Article on the ground of bias or procedural error, as well as on the grounds that the criteria for lay-off have been applied in a manner that is discriminatory or is in bad faith. The right to grieve does not include the right to challenge the validity of the financial exigency.

38.22 All tenured and probationary Members whose appointments are terminated pursuant to this Article shall have rights as set out hereafter:

a)

- i) The University shall be obliged to offer twelve (12) months' notice or twelve (12) months' salary in lieu of notice followed by;
- ii) One (1) month's salary for each year as a full-time employee provided that no tenured Member shall receive less than twelve- (12) month's salary.

All payments under this paragraph shall be based on the Members' total salary including the University's contribution to pension and other benefit plans for their final full academic year of service at the University. In no case shall the number of months' salary paid under this paragraph exceed the time remaining until the normal retirement age of the Member.

b) First right of refusal of all academic vacancies within the University, for which they have academic competence as judged by the President in consultation with the Unit to which the individual is to be appointed for a period of three (3) years from the effective date of termination. Individuals who accept such positions shall return to the University at the rank they held when they were laid off, with full recognition for years of service at the University. Disputes arising out of these recall procedures are referable to the Grievance and Arbitration process set out in this Agreement.

Individuals who are recalled pursuant to this Article shall have up to thirty (30) days to accept such recall offer, and shall terminate their alternative employment and take up the offered post, as soon as they are contractually able to do so but in no instance later than six (6) months after accepting the recall offer.

c) Reasonable efforts by the Board to assist a laid off Member in obtaining alternative employment including the use of professional assistance as well as access to University resources.

- d) Reasonable access to Library and computer facilities subject to the agreement of the President concerned until suitable alternative employment is secured or for three (3) years whichever is less.
- e) Eligibility for themselves and their dependants for exemption from tuition and Physical Education fees until suitable alternative employment is secured or for three (3) years, whichever is less.

38.23 Notice of academic vacancies shall be deemed to be good and sufficient if they are sent by the Board of Regents to the Member's last known address with a copy to the Association. Any Member who fails to reply within thirty (30) days or who refuses a permanent position offered under this Article shall lose all rights of recall.

38.24 A Member accepting a permanent position at Huntington University or any Federated University will no longer receive severance pay.

38.25 Any vacancy that occurs and that cannot be filled through the recall procedures in this Article will be filled in accordance with the normal hiring practices.

38.26 Tenured Members, whose appointments are terminated while they are on leave as in Article 3.2, shall have the same rights as other tenured Members in accordance with the terms of this Article.

38.27 Laid off Members who are recalled shall repay any portion of the allowance specified in Paragraph 22 which exceeds their entitlement had they continued to occupy their normal position.

38.28 The cost of the Financial Commission established under this Article shall be borne by the Board.

## **ARTICLE 39 - COMMITTEE ON INTELLECTUAL PROPERTY, PATENTS AND COPYRIGHT**

39.01 The parties agree to create a continuing Committee on Intellectual Property, Patents and Copyright, which shall be composed of two (2) individuals appointed by the Board and two (2) Full-time academic staff appointed by the Association, with the Chair alternating between the Board's representatives and the Association's representatives at each successive meeting.

39.02 The Committee shall meet at least twice annually to:

- a) Define intellectual patents and copyright
- b) Conduct such business as is referred to it.
- c) Consider strategies for marketing inventions, improvements or discoveries.
- d) Recommend to the Committee Chair any proposals for modifications or changes in the patents and copyright articles of this Collective Agreement.

#### **ARTICLE 40 — NO STRIKES OR LOCKOUTS**

40.01 The Union agrees that, during the term of this Agreement, it will not authorize or condone any unlawful strike. The Employer agrees that, during the term of this Agreement, it will not illegally lockout Members. The terms “strike” and “lockout” shall bear the meaning given them in the Labour Relations Act.

#### **ARTICLE 41 — DURATION**

41.01 This Agreement shall come into effect 1 July 2012 and continue in effect to 30 June 2016.

41.02 Notice to bargain for a renewal of this Agreement with or without modifications or making of a new Agreement shall be given in accordance with the Labour Relations Act of Ontario.

41.03 The Agreement shall remain in force during any period of negotiations, until a new Agreement is ratified by both Parties, or until a strike or lockout is declared.

## SCHEDULE A

### OFFER OF EMPLOYMENT TO

Dr./Prof. XXX  
DAY/MONTH/YEAR

1. **DEPARTMENT.** This appointment is in the XXX Department/Program.
2. **TYPE OF APPOINTMENT.** This is a XXX appointment.
3. **EFFECTIVE DATE.** The effective date of this appointment will be DAY/MONTH/YEAR. End date if applicable.
4. **RANK.** This appointment will be at the rank of XXX based on your qualifications and years of experience according to Article 13.
5. **SALARY.** Your starting salary will be XXX per annum based on XXX equivalent years of experience and other factors affecting faculty recruitment in your field. **Your salary, benefits and other provisions will be adjusted according to any new agreement between the Board and the Association.**
6. **LENGTH OF PROBATIONARY PERIOD.** The normal probationary period is five (5) academic years in length. (Because of your previous experience at XXX, the normal probationary period may be reduced by XXX years. Please confirm in writing should you wish to accept that reduction.) You will be considered for tenure in the fifth academic year (academic year 20x/20xx) following the effective date of this appointment. If tenure is not granted, your appointment will terminate at the end of that academic year (XXX). If tenure is granted, it will be effective on the first day of the following academic year (DAY/MONTH/YEAR).
7. You may apply and be considered for tenure in the fourth academic year (academic year XXX) following the effective date of this appointment per Article 15.
8. **RENEWAL.** As per Article 13, you will undergo an initial contract renewal which, if successful, will be followed by a further two-year probationary appointment.
9. **LAURENTIAN UNIVERSITY FACULTY ASSOCIATION.** This appointment is subject to a Collective Agreement between the Board of Regents

of Huntington University and the Laurentian University Faculty Association. The current Collective Agreement is for a term ending XXX. Monthly dues to the Association will be deducted from your salary.

10. **PROOF OF STATED EDUCATIONAL QUALIFICATIONS.** It is University policy that all persons appointed to positions of both an academic and non-academic nature, part-time or full-time, furnish proof of their stated educational credentials to the President. This offer of employment is conditional upon this requirement being fulfilled by you in respect of your latest degree.
11. **OTHER TERMS.** Without limiting the generality of the foregoing, this probationary appointment will terminate automatically if you are not granted a tenured appointment. Huntington University makes no promises concerning the possibility of further or other appointments, including a tenured appointment.
12. **CONSISTENCY WITH COLLECTIVE AGREEMENT.** This offer is made pursuant to the Collective Agreement, and the Collective Agreement shall prevail in case of any inconsistency between the terms of this offer and the terms of the Collective Agreement.

**THE TERMS OF THIS AGREEMENT HAVE BEEN APPROVED BY THE  
BOARD OF REGENTS OF HUNTINGTON UNIVERSITY AND  
LAURENTIAN UNIVERSITY FACULTY ASSOCIATION**

DATED at Sudbury, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

For the Board of Regents of  
Huntington University

For Laurentian University  
Faculty Association

\_\_\_\_\_  
Kevin McCormick  
President & Vice Chancellor

\_\_\_\_\_  
Anis Farah  
President

\_\_\_\_\_  
Mr. James M. Young  
Chair, Board of Regents

\_\_\_\_\_  
Louis Durand  
Vice- President

\_\_\_\_\_  
Mr. Phil Rimmer  
Executive Director

\_\_\_\_\_  
Natasha Gerolami  
LUFA- H Steward