



# ***COLLECTIVE AGREEMENT***

**between**

**BRESCIA UNIVERSITY COLLEGE**

**(hereinafter called “Brescia” or “the Employer”)**

**and**

**BRESCIA FACULTY ASSOCIATION**

**(hereinafter called “the BFA” or “the Faculty Association”)**

**July 1, 2011 to June 30, 2016**

**Contents**

ARTICLE 1 DEFINITION .....4

ARTICLE 2 RECOGNITION AND DEFINITION OF THE BARGAINING UNIT .....5

ARTICLE 3 MANAGEMENT RIGHTS .....6

ARTICLE 4 JOINT COMMITTEE .....7

ARTICLE 5 NO STRIKES OR LOCKOUTS.....7

ARTICLE 6 ACADEMIC FREEDOM.....8

ARTICLE 7 ASSOCIATION DUES .....10

ARTICLE 8 HIRING PROCEDURE for FULL-TIME FACULTY .....10

ARTICLE 9 RIGHTS OF FULL-TIME FACULTY MEMBERS .....12

ARTICLE 10 RESPONSIBILITIES OF FULL-TIME FACULTY.....12

ARTICLE 11 RANKS, TYPES OF FULL-TIME FACULTY APPOINTMENTS,  
TENURE AND PROMOTION 20

ARTICLE 12 LEAVES AND REDUCED WORK LOADS.....32

ARTICLE 13 SABBATICALS.....36

ARTICLE 14 GRIEVANCE AND ARBITRATION .....40

ARTICLE 15 DISCIPLINARY MEASURES .....43

ARTICLE 16 INTELLECTUAL PROPERTY.....45

ARTICLE 17 PRIVACY .....50

ARTICLE 18 LAYOFFS .....51

ARTICLE 19 PERSONNEL and EMPLOYEE INFORMATION FILES .....54

ARTICLE 20 WORKLOAD .....57

ARTICLE 21 WORKING CONDITIONS .....61

ARTICLE 22 DIVISIONAL CHAIRS AND DEPARTMENTAL/PROGRAM COORDINATORS 62

ARTICLE 23 BARGAINING STATUS OF ADMINISTRATORS .....67

ARTICLE 24 VACATION.....68

ARTICLE 25 LEGAL LIABILITY .....68

ARTICLE 26 HEALTH AND SAFETY .....68

ARTICLE 27 SALARIES.....69

ARTICLE 28 RESOURCES IN SUPPORT OF TEACHING, RESEARCH AND SERVICE 71

ARTICLE 29 PENSION .....72

ARTICLE 30 MEDICAL, DENTAL AND INSURANCE BENEFITS.....73

ARTICLE 31 RETIREMENT.....73

ARTICLE 32 PREGNANCY AND PARENTAL/ADOPTION LEAVE AND BENEFITS.....76

ARTICLE 33 MOVING COSTS .....77

ARTICLE 34 READING COURSES .....78

ARTICLE 35 EVENT FUND .....78

LETTER OF UNDERSTANDING.....80

APPENDIX A .....81

APPENDIX B .....93

## **ARTICLE 1            DEFINITION**

**Academic Term** (or **Term**) shall mean Fall, Winter or Summer terms; Summer term includes Intersession.

**Academic Year** shall mean the period from July 1 to June 30.

**Actual salary** shall mean the salary that is received in a given academic year.

**Association** shall mean The Brescia Faculty Association. The Association may also be referred to as the “BFA”.

**Bargaining Unit** shall mean all persons employed as full-time academic staff at Brescia University College and represented by the Brescia Faculty Association, as defined by the Certificate of the Ontario Labour Relations Board, dated August 11, 2011.

**Campus** shall mean the property of Brescia University College.

**CAUT** shall mean the Canadian Association of University Teachers.

**Council** shall mean the Council of Trustees of Brescia University College. The Council of Trustees is the governing body for Brescia University College.

**Employer** shall mean Brescia University College acting through the Council of Trustees and through any other person not in the Bargaining Unit authorized by office or specific delegation to act on the Council’s behalf. The Employer may also be referred to as “Brescia” or the “institution”.

**Faculty** shall refer to full-time academic staff, excluding the Academic Dean and Principal, holding the rank of Lecturer, Assistant Professor, Associate Professor, or Professor (Full).

**Fiscal Year** shall mean the period from May 1 to April 30.

**Member** shall mean any member of the Bargaining Unit.

**Nominal salary** shall mean the salary that would be paid to the faculty member if s/he were working full time.

**OCUFA** shall mean the Ontario Confederation of University Faculty Associations.

**Parties** shall mean the parties of this Collective Agreement, Brescia University College and the Brescia Faculty Association.

**President of the Association** shall mean the President or the Acting President of the Brescia Faculty Association.

**Principal** shall mean the Principal of Brescia University College.

**Senate** shall mean the Senate of The University of Western Ontario as established in the University of Western Ontario Act, 1982, as amended from time to time.

**University** shall mean Brescia University College.

## **ARTICLE 2            RECOGNITION AND DEFINITION OF THE BARGAINING UNIT**

2.1            The Employer recognizes the Association as the sole and exclusive bargaining agent for “all faculty Members employed by Brescia University College as tenured faculty, tenured stream faculty and limited term and continuing term appointments, save and except contract faculty, part-time faculty, administrators, academic deans and those above the rank of academic dean.

2.2            The Parties shall exchange a list of designated authorities, including negotiators and grievance officers, with whom each Party is required to transact business under this Agreement. In matters covered by this Agreement, the Employer shall not bargain with, nor enter into, any agreement with a member or group of members other than those designated by the Association Executive.

2.3            A Member on any form of leave or one who accepts a reduced workload arrangement or a reduced workload appointment will continue to be a Member of the Bargaining Unit.

2.4            In representing a Member or group of Members, an elected or duly appointed representative of the Association shall represent a member, a group of members, or the Association at meetings where representation is required pursuant to this Agreement.

2.5            Except where otherwise specified in this Agreement, correspondence between the Association and the Employer arising out of this Agreement will pass between the Principal and the President of the Association, or their delegates.

2.6            Where written notice is specified in this Agreement, the Parties shall use the Brescia internal mail or electronic mail.

2.7            The Employer shall provide the Association with access to meeting rooms on the same terms as College committees.

2.8            The Employer shall provide the President of the Association the following information regarding each Member:

- Name
- Current rank
- Employment Status (e.g., full-time, reduced load, etc.)
- Date of appointment

University telephone number and e-mail address  
Salary in the most recent academic year  
A copy of the letter of appointment of any new Member(s)  
Types and durations of leaves  
Teaching load (i.e., course titles and numbers)

- 2.9 The Employer shall communicate to the President of the Association decisions regarding appointment, renewal of probationary contract, tenure, promotion, discipline, discharge, and/or the disposition of a grievance.
- 2.10 The Employer shall provide to the President of the Association a copy of the approved capital and operating budget package following final approval by Council of Trustees.
- 2.11 The Employer shall place a clear and visible link to the Association website on the faculty & staff page of the Brescia University College website.
- 2.12 The Association shall provide the Employer with an up-to-date copy of the BFA Constitution and Bylaws, and amendments, and the names of the Association Executive.
- 2.13 Upon ratification by the Parties, the Employer will prepare six (6) official copies of the Agreement to be signed by the signing officers of the Employer and the Association. Each party will receive three (3) official signed copies.
- 2.14 The Employer will, within thirty (30) days of such signing, provide to the Association a digital PDF version of the signed agreement for distribution to the Members.

### **ARTICLE 3 MANAGEMENT RIGHTS**

- 3.1 The Employer retains all powers to manage the affairs of the University without any limitation, except as expressly set out in this Agreement. The Employer shall exercise its management functions in a manner that is fair and reasonable.
- 3.2 Subject to the provisions of this Agreement, and without limitation to Article 3.1, the BFA acknowledges that it is the specific right of the Employer:
- (a) To hire and promote Employees;
  - (b) To determine the number and function of Employees required from time to time;
  - (c) To determine what/when courses are taught and what courses are assigned to specific faculty members;

(d) To be the final judge of the qualifications and competence of Employees;

(e) To discipline, suspend, or discharge Employees for cause.

3.3 The BFA agrees that all faculty members shall be governed by all policies adopted by the Employer and implemented by the Administration, provided such policies are fair, reasonable and are not in conflict with this Agreement.

#### **ARTICLE 4 JOINT COMMITTEE**

4.1 The Parties agree to form a Joint Committee consisting of two (2) senior administrators representing the Employer and two (2) officers of the BFA. The Association and the Employer shall also each appoint one (1) alternate Committee member.

4.2 Meetings of the Joint Committee shall be chaired alternately by a representative of the Employer and the BFA.

4.3 The Joint Committee shall meet at least once in each of the Fall and Winter terms. Meetings may be cancelled by mutual agreement of the Employer and the BFA, and additional meetings may be held by mutual agreement of the Employer and the BFA.

4.4 The Joint Committee shall work to foster good communication and effective working relationships between the Parties and shall work to maintain a spirit of cooperation and respect between the Parties.

4.5 The Committee shall review matters arising from the application and interpretation of this Agreement excluding any dispute that is, at that time, being resolved under the grievance and arbitration procedures set out in this Agreement.

4.6 The scope of the work of the Joint Committee will not include the negotiations of the terms or conditions of employment. The Joint Committee will have no power to modify the provisions of this Agreement but may recommend to the Parties changes to the administration and/or application of this Agreement, or future changes to the Agreement.

#### **ARTICLE 5 NO STRIKES OR LOCKOUTS**

5.1 The Association agrees that, during the term of this Agreement, it shall not declare, authorize, condone or in any way participate in a strike of members of the bargaining unit.

- 5.2 The University agrees that, during the term of this Agreement, it shall not lock out members of the bargaining unit.
- 5.3 The terms “strike” and “lockout” shall bear the meaning given them in the Ontario Labour Relations Act.

## **ARTICLE 6 ACADEMIC FREEDOM**

- 6.1 The common good of society depends upon each individual’s freedom of expression, and academic freedom in higher education is an essential aspect of that common good. The history of intellectual growth and discovery clearly demonstrates the value of academic freedom. Brescia University College is committed to the pursuit of truth, the advancement of learning and the dissemination of knowledge.
- 6.2 All members of the Brescia University College faculty are entitled to the exercise of academic freedom. Academic freedom includes the right to carry out research and publish the results, and to teach, write, propose and discuss, without deference to prescribed doctrine. It also includes the right to criticize anything, including the Brescia Faculty Association and Brescia University College, and to cooperate with colleagues in academic matters without interference. Academic freedom does not require neutrality on the part of faculty members.
- 6.3 Academic freedom includes the right to make statements or publish research, which may discomfit those who provide research or educational resources.
- 6.4 Obligations of faculty members include the responsibility to respect the rights and freedoms of others and preservation of the confidentiality necessary in personal, academic and administrative deliberations. Faculty must respect the right of other members of the academic community – faculty, staff and students – to express their opinions.
- 6.5 In the classroom, there are freedoms and responsibilities. The credibility of the principles of Academic Freedom depends upon a collective commitment to exercise those freedoms in a manner consistent with the scholarly obligation to base research and teaching on an honest and ethical search for knowledge, intellectual rigour, and sound academic procedure. As professors, faculty members are required to teach what is in accordance with the truth, as they see it. In this capacity, it is the duty of faculty members, in each course they teach, not to endorse views which they know to be false. Faculty members have the responsibility to conduct class discussions in an open manner that invites critical thinking. Acknowledging these principles, Brescia University College recognizes the great benefits to be extracted from the free transmission and exchange of ideas, and from the collaborative testing and challenging of views, however controversial. Consequently, Brescia University College will not threaten faculty members with sanctions, or impose sanctions upon them after the fact, for



academic discussions conducted in accordance with this policy within the classroom or the content of the material that figures in the courses they teach.

- 6.6 When engaged in teaching, research or scholarship, or when engaging in public discourse, Brescia faculty have a responsibility to reflect upon Brescia University College's values, its Catholic identity and their own ethical principles. Faculty members are also expected to act in accordance with the law, including, but not limited to, the Ontario *Human Rights Code* and the Canadian *Charter of Rights and Freedoms*. Notwithstanding this principle, it is understood that non-violent civil disobedience can in some instances be consistent with academic freedom. In cases where convictions are brought against faculty members, Brescia University College will not impose sanctions upon faculty members unless those convictions bear directly on their fitness for continuing employment as scholars and teachers.
- 6.7 It is expected that the Administration of Brescia University College and the Brescia Faculty Association will promote, cherish and protect academic freedom, particularly in situations where there may be external pressures to silence an individual or a group.
- 6.8 All faculty members have the right to fulfil their functions without discrimination of any kind and without interference or repression from College administrators, politicians, or others. No member of Brescia University College's academic community shall suffer any penalty or reprisals for the exercise of academic freedom in accordance with this policy, nor will any such penalty or reprisal be countenanced.
- 6.9 In their capacity as researchers and scholars, individual researchers do not represent the views of Brescia University College. Faculty shall not purport to speak on behalf of Brescia University College unless specifically authorized to do so. A statement of affiliation with, or position in Brescia University College, or of qualifications relevant thereto, shall not be construed as an attempt to speak on behalf of Brescia University College.
- 6.10 A faculty member who intends to publish a statement, research results, or an opinion piece that in his or her opinion might reasonably be expected to invite intense public scrutiny may wish, in order to allow for a timely response by the College, to inform the Principal in advance of the publication date, if doing so is practicable and reasonable. Such a provision of information would be entirely voluntary and by no means required or expected. In the event of receiving such information, neither the Principal nor Brescia University College will attempt in any way to dissuade the faculty member from releasing his or her statement, nor shall the release of this material be hindered by Brescia in any way, either overtly or subtly. In the event of faculty statements causing intense public scrutiny where no such advance notice was provided to the Principal, the faculty member shall be subject to no sanction or censure because of the lack of notice.
- 6.11 The Administration of Brescia University College, each member of Faculty and the Brescia Faculty Association agree to uphold and protect these principles of academic freedom.

**ARTICLE 7            ASSOCIATION DUES**

- 7.1            On behalf of the Association, the Employer shall deduct from the salary of each member of the Bargaining Unit the Association's regular dues and/or other assessments. The Association shall notify the Employer, in writing, of the amount of its regular dues and/or other assessments, and advise the Employer thirty (30) calendar days prior to the date of effect of any change in regular dues or assessments.
- 7.2            The dues deducted under this Article shall be remitted by the fifteenth (15th) day of the month following the month of deduction and shall be accompanied by a list of the Members from whom dues have been deducted along with the amounts deducted of each Member.
- 7.3            The Association shall indemnify and save harmless the Employer from any claim made against it pursuant to the deduction or non-deduction of Association dues.

**ARTICLE 8            HIRING PROCEDURE FOR FULL-TIME FACULTY**

- 8.1            The Academic Dean, in consultation with the Division Chairs and Program/Department Coordinators (where applicable) will review their academic staffing needs at least once a year. When determining staffing needs, the Principal will play a key role in deciding what positions are taken forward to the Council of Trustees for approval.
- 8.2            The decision to create a new faculty position, or to fill an existing position that has become vacant, requires the approval of the Council of Trustees. Appointments to the full-time faculty of the University are made by the Principal, who reports these appointments to the Council of Trustees for information. Appointees and the terms of appointment will be recommended to the Principal by the Hiring Committee following the provisions outlined below.
- 8.3            When a Division Chair or Program/Department Coordinator has been authorized to fill a full-time position, he/she will assess the academic strengths and weaknesses of the unit in order to determine the areas of expertise which potential candidates for the vacancy would be expected to demonstrate.
- 8.4            The Division Chair or Program/Department Coordinator, in consultation with the Division (or Department, as appropriate) will recommend to the Academic Dean the formation of a Hiring Committee which will have an odd number of voting members, with a minimum of five. The hiring committee will include:
  - (a)            The Division Chair

- (b) The Department/Program Coordinator (if applicable)
- (c) The Academic Dean
- (d) One faculty member external to the Division, chosen by the Division
- (e) and Faculty members from the Division (or, when necessary, cognate Divisions).
- (f) (optional) The committee may also include one non-voting upper year student pursuing a course of study in a relevant academic program identified by the Hiring Committee. The student shall provide input into the suitability of the candidates, and shall have access to any numerical teaching evaluations submitted by candidates. The student shall not: be privy to letters of recommendation or other confidential documents; participate in deliberations deemed confidential by the committee; or have access to written teaching evaluations.

- 8.5 The Divisional Chair or Program/Department Coordinator will serve as chair of the Hiring Committee.
- 8.6 The University will advertise for candidates with the qualifications deemed desirable for the position to be filled. On receipt of applications, the Hiring Committee will proceed by developing a short list of at least two candidates (if possible). Normally candidates will be invited to give a public lecture and may be asked to give a lecture to a class. Also, the candidates will have interviews with the Principal, Academic Dean, and the Hiring Committee.
- 8.7 Once a candidate is selected, the recommendation will be made to the Principal through the Academic Dean. Should the Principal decide not to accept the recommendation of the Hiring Committee, the Principal will report in writing the reasons to the Academic Dean, and the Hiring Committee. If the recommendation is accepted, the Principal will report the selection to the Council of Trustees for information.
- 8.8 In a case where a faculty member is being hired into an academic area for which there is no existing Division, the above procedures should be followed as closely as reasonably possible.
- 8.9 The academic rank at which an individual is hired will depend on his/her qualifications and experience, and the needs of the University.
- 8.10 Appointments to the position of Lecturer depend upon the individual's having completed a Master's degree. In no case will a person with a Ph.D. hired for a tenured or tenure-stream position be appointed to the rank of Lecturer.

**ARTICLE 9                    RIGHTS OF FULL-TIME FACULTY MEMBERS**

- 9.1                    Faculty members shall have the right to serve on search committees which shall recommend the hiring of the Principal, Academic Dean, Division Chairs (as applicable) and other faculty members (as applicable).
- 9.2                    In support of full-time faculty members fulfilling their obligation to devote a reasonable proportion of their time to research, scholarly or creative work in their disciplines, the University provides financial support in accordance with criteria that are from time to time reviewed and appraised. All support is subject to funds being available.

**ARTICLE 10                RESPONSIBILITIES OF FULL-TIME FACULTY**

- 10.1                Faculty members have certain rights, duties and responsibilities which derive from their positions as teachers and scholars and which reflect the rightful expectations of Brescia University College, the faculty members and the students.
- (a)                It is expected that Brescia faculty will provide to Brescia their full working time and attention. Full-time faculty who desire to accept gainful employment (including consulting) outside the University must first seek approval from the Academic Dean by July 1 of the academic year during which the employment is to be accepted or at the earliest possible date. This is to be approved by the Academic Dean and the Principal as a departure from the member's responsibility to the University. In deciding whether to approve a request, after consultation with the faculty member concerned, the Academic Dean and Principal will determine whether the activity conflicts or interferes with the faculty member's duties and responsibilities to the University.
  - (b)                Full-time faculty will be available during the entire year apart from reasonable absences for professional or vacation purposes.
  - (c)                Faculty members have a responsibility to abide by the rules and regulations of Brescia University College and of The University of Western Ontario provided that these rules and regulations or their interpretations do not infringe upon the academic freedom of faculty or the principles of ethical conduct as set forth in this Agreement. At the same time, one has the responsibility to seek reforms which would, in one's judgment, improve Brescia and/or Western University.
  - (d)                Faculty members shall avoid conflicts of interest unless, after full disclosure, they have the written approval of the Academic Dean or Principal to whom they are responsible. The following are deemed to be conflicts of interest:

- (i) Authorizing the purchase by Brescia University College of equipment, supplies, or services from a source in which the Member or Member's family is associated\*. Reimbursement of any expense incurred by a Member shall be in accordance with the *Brescia Expense and Travel Policy* and follow the legislation as set out in the *Broader Public Sector Accountability Act* ;
- (ii) Hiring a family member as an employee or consultant for any project supported by funds administered through the University;
- (iii) Participating in the deliberations of a committee reviewing his or her own application for tenure, promotion, leave, ethics approval, or other matters that affect the individual directly.

\* "Associated" includes the Member or a related family member being the principal, partner, shareholder, investor, employee, or employer. For the purposes of sub-paragraph (i), a Member shall be deemed to be family of another person if one of them is the spouse, same sex partner, child, step-child, parent, step-parent, sibling, aunt, uncle, niece or nephew of the other. For the purposes of sub-paragraph (ii), a Member shall be deemed to be family of another person if one of them is the spouse, same sex partner, child or parent of the other as defined by the Human Rights Code, as amended or interpreted from time to time.

10.2 The responsibilities of faculty members shall be an appropriate combination of:

- (a) Dissemination of knowledge through undergraduate and/or graduate teaching;
- (b) Research, scholarly or other creative activities;
- (c) Collegial responsibilities; and
- (d) Service to Brescia University College

Lists of activities that may be performed in fulfillment of these duties are contained in Article 11.5 and Appendix A (the Annual Performance Report Template).

Distribution of Effort (DOE) establishes general guidelines that define the relative effort with respect to activities undertaken in fulfillment of the Faculty Member's academic responsibilities in the areas of Teaching, Research and Scholarly Activities, and Service to the Institution. The DOE can be modified through negotiation between the Academic Dean and the Faculty Member. Generally,

members are expected to commit equally to research and teaching (with less attention to service) though the standard teaching load at Brescia means that this may not always involve equal amounts of time. In addition, there may be fluctuations in a faculty member's DOE from year to year, for example with different teaching loads from year to year, development of new courses, etc. In such cases the member will discuss such circumstances in their annual performance report.

The Academic Dean may also request reasonable duties which are not in conflict with this Collective Agreement. There shall be consultation with members prior to the request of such duties. The pattern of these responsibilities may vary from individual to individual and from time to time subject to assignment of workload set out in Article 20, taking into account that for the majority of faculty members, the principal duties will be in the areas of (a) and (b). Brescia shall make every reasonable attempt to facilitate the work of faculty members.

- 10.3 Faculty members have the responsibility to deal fairly and ethically with students and other members of the academic community, to avoid discrimination, to foster a free exchange of ideas, to respect the principles of confidentiality in a manner consistent with their academic role, to acknowledge the contributions of students and/or colleagues in relation to the Member's research, as appropriate, to uphold and protect the principles of academic freedom as outlined in this Agreement, and to seek the highest possible standards of scholarship.

10.4 DISSEMINATION OF KNOWLEDGE

This involves undergraduate and/or graduate teaching and may contain elements of continuing education which fall within the faculty member's area of expertise and which have been approved by the Academic Dean.

- (a) Faculty members have an obligation to develop and maintain their scholarly competence and effectiveness as teachers within their area of expertise, to conscientiously prepare and organize their subject matter and to revise that subject matter on a regular basis as appropriate for that subject. They shall inform their students of the methods of instruction and evaluation in their courses, giving due regard to any applicable Brescia or Western University Senate regulations in these matters.
- (b) There shall be a consultation between faculty and their Chairs/Coordinators on the assignment of teaching duties. Such assignment of teaching duties will be recommended to the Academic Dean for approval. Once that has been done, the Academic Dean can assign teaching duties other than those recommended by the Division Chair. Once such duties have been assigned by the Academic Dean in accordance with Article 20, it is the responsibility of faculty members to teach the assigned courses, and at a time and place designated or approved by appropriate University authorities and in a manner which

reflects the description in the Calendar, or as approved at the appropriate level. Faculty members shall be available regularly for individual consultation with their students beyond class or laboratory hours and shall inform their students, and upon written request the Academic Dean, of such arrangements.

- (c) Faculty members shall comply with formally approved and published procedures and deadlines concerning the reporting and reviewing of the grades of their students, and such other formally approved and published procedures and deadlines as may be reasonable and necessary for the well-ordered operation of the teaching programs of the University.

For the purposes of 10.4(c) only, publication means that the procedures and deadlines have been included in a current University Calendar, or circulated to each faculty member.

Faculty members shall accept reasonable responsibility for being accessible to students for informal, ad hoc academic counselling during regularly scheduled office hours or at other times as appropriate, supervision of examinations, and other related activities as may be necessary and reasonable and which are not in conflict with this Collective Agreement.

- (d) Faculty members have the responsibility to schedule and organize their instruction within relevant academic regulations, and the right and responsibility to maintain an orderly and productive academic environment.
- (e) Faculty members may cancel or terminate a scheduled class meeting only for good cause and they shall so notify the Academic Dean and the Registrar's Office. If possible, they shall give their students advance notice of such cancellation. Where appropriate, faculty members shall provide any missed course material to the students.
- (f) Supervision of students' research and practical work and of their theses preparation, as well as participation in the evaluation of their theses, are integral aspects of teaching responsibilities as acknowledged in the workload article.

10.5

RESEARCH, SCHOLARLY OR OTHER CREATIVE ACTIVITIES

This involves the creation of new knowledge, and/or creative use of existing knowledge, and/or the organization and synthesis of existing knowledge and/or creative expression, in the faculty member's area of expertise.

- (a) Research, scholarly or creative activity within their area of expertise conducted by faculty members in the course of their duties shall have as its primary objectives the increase of knowledge and the improvement of the faculty members' teaching and scholarly competence.
- (b) Faculty members have the right, and shall be encouraged and expected, to devote a reasonable portion of their time to meaningful research, scholarly or other creative activities.
- (c) Where appropriate, in their published work(s), faculty members shall indicate their affiliation with Brescia University College and their reliance on the work and assistance of others, if any.
- (d) It is the responsibility of the faculty members to make the results of their research, scholarly or creative activity in their discipline available for review and assessment in a form in which it can be evaluated. Therefore, the results and conclusions of research, scholarly or creative activity shall normally be made accessible to the scholarly and general public through publication, public lectures or other means appropriate to their area of expertise.
- (e) Research and scholarly activity are expressed through the preparation and publication of peer-reviewed scholarly work, conference presentations, and through the other forms described in Article 11.5.3.
- (f) When contract research is to be performed using University facilities, the prior written authorization of Brescia University College for such use is required. Faculty members may agree to delay for a specified period of time the dissemination of the results of contract research which uses University facilities, only if such delay is authorized by Brescia University College in writing. Any such authorization may not involve indefinite delay of the dissemination of results.
- (g) Contract research will be viewed as research, for the purpose of this Collective Agreement, if the results of the work are readily accessible to the scholarly and general public and meet an acceptable standard of peer evaluation.
- (h) Normally, if encumbrances are placed on the publication or dissemination of the results and conclusions of contract research, it will not be viewed as research for the purposes of this Collective



Agreement until such time as the results and conclusions are published or disseminated.

- (i) Research and scholarly or creative activity does not normally include research directly related to the immediate and normal preparation for scheduled teaching, except when it is judged by peer review to represent an academic advance or development of clinical or instructional materials or methods of an innovative sort, with application wider than a faculty member's own courses.
- (j) Faculty members have a responsibility for the proper use of resources provided for the purposes of research.

## 10.6 COLLEGIAL RESPONSIBILITIES

- 10.6.1. When presenting a professional judgment on a colleague at the request of an appropriate committee or authority (e.g., committees dealing with appointments, tenure, dismissal, or research grants), a faculty member has the obligation both to the colleague and to the University to be fair and objective.
- 10.6.2. Faculty members will respect the confidentiality of information about a colleague gained during participation on committees dealing with appointments, tenure, dismissal, or research grants.

## 10.7 SERVICE TO BRESCIA UNIVERSITY COLLEGE

- 10.7.1. In accepting an appointment, full-time faculty members assume obligations to Brescia University College in addition to their primary duties as teacher and scholar. Full-time faculty members have the responsibility to participate in the life of the University, in its governance and administration, through membership and attendance on committees and councils, and through active participation in the home Division/Department/Program.
- 10.7.2. Full-time faculty members are expected to attend most Brescia-sponsored events such as Foundress Day, the Open Houses (i.e., Fall Welcome Day and March Open House), and Baccalaureate Magisterial Exercises. As well, full-time faculty members are expected to attend meetings of the Academic Council and any other governing bodies to which they are appointed.
- 10.7.3. Faculty members shall not represent themselves as speaking for Brescia University College without explicit authorization, in keeping with Brescia policies.

10.8 ANNUAL ACTIVITY REPORT AND REVIEW PROCESS

10.8.1. The purposes of the annual activity report and review process include: to record the faculty member's activities during the review period; to provide the faculty member's perspective on and self-evaluation of what has been accomplished during that period; to help the faculty member set goals for future review periods; to assist the faculty member in determining how s/he is progressing in achieving expected standards of performance; and to support faculty members in meeting the expected standards of performance in the areas of teaching, research and scholarly activity, and service.

10.8.2. The annual activity report and review may also be used to assist with decisions respecting tenure and promotion.

10.8.3. Further, progress through the ranks ("PTR") increments are awarded to full-time members on the basis of a satisfactory annual performance review of a member's activities as described in Article 10. The Annual Performance Review will be conducted by the Academic Dean.

10.8.4. ANNUAL ACTIVITY REPORT

Annual Activity Reports (the "Annual Report") will be completed at the end of the July to June academic cycle. Each faculty member is required to submit an Annual Performance Report to the Academic Dean and the Principal by July 10 following the year in review.

Appendix A shall be the template used for the Annual Performance Report. The Report will cover all components of the members' activities described in Article 10.2 above. Members are encouraged to consult Article 11.5 (*Activities to be Considered for Tenure, Promotion and Renewal of Probationary Contracts*) and Appendix A for lists of activities that may be performed in fulfillment of their duties under Article 10.2, and which may be discussed in their Annual Reports. It is also the responsibility of the members to provide annually an up-to-date *curriculum vitae* with their Annual Reports.

The Annual Report will include a statement of teaching objectives, research and scholarly activity objectives and service objectives for the coming review period. It is understood that these objectives may change due to circumstances not foreseen at the time of submitting the Annual Report.

Faculty on full sabbatical from July 1 – June 30 of the year under review are not required to complete the sections of the performance report pertaining to teaching and educational leadership and service to the institution. Faculty whose sabbatical period covers only half the academic year (i.e. those on half sabbatical, or those on full sabbatical from January 1 – December 31) shall complete the sections of the report pertaining to teaching and educational leadership and service to the institution for the half year in which they were not on sabbatical.

10.8.5. ANNUAL PERFORMANCE REVIEW

The Academic Dean will provide a detailed written Annual Performance Review (the “Annual Review”) of the member’s performance based on the content of the Annual Report by August 31. This evaluation will be fair and reasonable and will clearly indicate if the Member’s performance is satisfactory with respect to the minimum expected standard.

Where a faculty member’s performance is judged to be satisfactory by the Academic Dean, the annual PTR increment shall be awarded and such awarding shall be indicated in the Annual Review.

Where the Academic Dean is prepared to declare a member’s performance unsatisfactory, the Annual Review shall describe the grounds for this evaluation in detail, and invite the member to a meeting within ten (10) days of receipt of the decision. The Dean may change the evaluation within ten (10) days, after which a final Annual Review will be delivered to the member.

The purpose of both the written Annual Review and in-person meeting shall be the provision of constructive guidance designed to assist the member in performing the duties listed in Article 10.2 above.

The Annual Review, along with any related submissions or recommendations, will be placed in the personnel files of faculty members for a period of five years, with a copy provided to the Principal.

10.8.5.1. Upon receipt of the Annual Review:

- (i) First Unsatisfactory Review – If the member’s performance is deemed unsatisfactory, the Dean and the member shall meet within twenty days of the receipt of the final Annual Review to draft a workload plan for the coming year, and the plan will include details of how the Dean and/or others will support the member in achieving a satisfactory evaluation.
- (ii) Second Consecutive Unsatisfactory Review – If the Annual Review the following year remains unsatisfactory, a new workload plan will be devised on the same timeline as above.
- (iii) Third Consecutive Unsatisfactory Review – If the Annual Review the following year is unsatisfactory, the Dean may deny the member a PTR for that year, and the lost step will not be included for purposes of calculating future PTR. Upon achieving a subsequent satisfactory evaluation, the member shall earn PTR for that subsequent year.

10.8.6. Annual Activity Reports and Reviews will normally examine the activities of faculty in the academic year (July-June cycle) immediately preceding the

administration of the review. However, in the Annual Activity Report, faculty members may reference up to the last three academic years if they believe that this would offer a clearer picture of their activities and accomplishments, along with any extenuating circumstances. Similarly, the Academic Dean's Annual Performance Review may make reference to the last three academic years if s/he believes that this would offer a clearer picture of the Member's activities and accomplishments. The Academic Dean's consideration of the Annual Activity Report will include such circumstances as leaves of absence, sabbaticals, secondments, and partial or full research buyouts. The Academic Dean's consideration of the Annual Activity Report will also consider the circumstances and length of employment of faculty employed for less than three years.

- 10.8.7. Where a new collective agreement has not been ratified before the termination date of the present collective agreement, the PTR increment shall be paid on the July 1 immediately following the termination date based on the PTR value as of June 30, with any adjustment being made in accordance with a new collective agreement, once ratified.

**ARTICLE 11            RANKS, TYPES OF FULL-TIME FACULTY APPOINTMENTS,  
TENURE AND PROMOTION**

- 11.1            Brescia University College distinguishes four ranks among its full-time faculty: Lecturer; Assistant Professor; Associate Professor; and Professor (Full).

11.2            TYPES OF FULL-TIME FACULTY APPOINTMENTS

- 11.2.1.        Tenured: Tenure is the category of continuing, permanent appointment held by a full-time member of the academic staff following successful completion of a probationary period.

- 11.2.2.        Probationary: A probationary tenure-track appointment is made when a full-time faculty member is to be assessed as to his or her suitability for tenure.

(i)            A probationary appointment shall be for three years with renewal for a second probationary period of three years pending a satisfactory performance review.

(ii)           At any time within the probationary periods, the candidate, for significant professional or personal reasons, may request from the Tenure, Promotion and Leave Committee an extension(s) of the probationary period, where circumstances warrant. The length of the extension(s) depends on the circumstances. No reasonable request will be denied.

- 11.2.3.        Limited Term: Limited term appointments carry no implication of renewal or continuation beyond the term and no implication that the appointee is on probation for a permanent appointment.

11.2.4. All tenured and tenure-stream faculty appointments may be terminated through resignation, retirement, dismissal for cause, or layoff procedures as stated in Article 18. Furthermore, probationary appointments may be terminated through non-renewal of probationary contracts or through denial of tenure, as per Article 11.3 below.

11.3 RENEWAL OF PROBATIONARY APPOINTMENTS, TENURE AND PROMOTION

11.3.1. Applications for the renewal of probationary appointments, tenure and promotion shall be made to the Tenure, Promotion and Leave Committee. Applications will be judged on the basis of the criteria listed in Articles 10.4 and 10.5 of this Agreement. The Committee shall be chaired by the Academic Dean and will consist of one elected representative from each Division plus an elected Member at Large. The members shall sit for three (3) year terms which are renewable. The Committee will forward its written assessment, supporting documentation and recommendation to the Principal for approval. A copy of the Committee's assessment and recommendation will be forwarded to the candidate.

Faculty may apply for tenure and promotion at the same time, and may submit a single application for both. When a single application is submitted, it is understood that the faculty member may be granted both Tenure and Promotion but there is also the possibility that the faculty member may be granted one but not both of Tenure and/or Promotion. When the single application option is chosen, the application must be submitted by October 1<sup>st</sup> of the second year of the 2<sup>nd</sup> probationary period.

11.3.1.1. An applicant for renewal of a probationary contract, tenure or promotion will prepare a dossier that includes: a letter of application; a current Curriculum Vitae; the Annual Performance Report, the Annual Performance Review and teaching evaluations that occur during the review period; copies of publications; a teaching dossier; a list of external referees (see Article 11.3.3 below); and such other information as may be deemed relevant by the applicant.

All documents (including documents submitted by someone other than the candidate) must be compiled by the Chair of the Tenure, Promotion and Leave Committee and presented to the applicant for information at least ten (10) working days prior to the Committee's deliberation. This excludes confidential letters of reference. However, an inventory of this confidential material, certified by the Academic Dean, will be provided to the applicant; such inventory shall identify all confidential documents by authorship (if appropriate), date and general subject matter only.

11.3.2. RENEWAL OF PROBATIONARY APPOINTMENTS AND ROUTE TO TENURE

11.3.2.1. The usual path to tenure for a full-time faculty member is a probationary period of three years which is concluded with a successful review of performance, followed by a second three-year probationary period, in the second year of which the tenure decision is made. At the time of appointment the normal schedule for first and second probationary review shall be made clear to new faculty in the letter of appointment.

11.3.2.2. By October 1st of the third year of the first three-year probationary appointment, the faculty member shall submit the application dossier described in Article 11.3.1.1 above.

11.3.2.3. In the review of a probationary full-time faculty member in the third year of the first probationary period, the Tenure, Promotion and Leave Committee will consider the evidence that a probationary faculty member is actively engaged in developing course materials and teaching approaches appropriate to his/her discipline, is taking the appropriate steps to develop scholarly interests and a research profile, and is performing appropriate service as described in Article 11.5.4. A second probationary contract will be awarded to candidates who have performed satisfactorily in teaching, scholarship and service as per Article 11.5, with demonstrated potential for distinction in both teaching and scholarship.

11.3.2.4. Probationary tenure-track appointments made at the Associate Professor or Professor rank shall involve a maximum probationary term of three years. Tenure decisions will be made in the second year of the appointment.

11.3.2.5. An unsuccessful first probationary review will lead to termination of employment on the June 30 following the unsuccessful review.

11.3.3. TENURE APPLICATIONS

11.3.3.1. Faculty members with probationary appointments who are eligible to apply for tenure should normally submit their applications for tenure evaluation by October 1<sup>st</sup> of the second year of their final probationary term.

11.3.3.2. The application for tenure will be made through the Academic Dean, who will solicit comment on the applicant's suitability for tenure from the Division Chair and/or Program Coordinator of the department. It is vital that an applicant's scholarly work be evaluated by those familiar with the subject and methodology of the applicant's field or discipline. Applications for tenure shall have their scholarly achievement assessed by a minimum of three arms-length referees who are external to the University and recognized experts in the applicant's discipline and who shall receive the application dossier and the relevant sections of the collective agreement on workload. The referees may be selected from another affiliated university college of Western University, from the constituent university, or from some other university. Soliciting letters of reference from

faculty members at Brescia, including retired faculty members, or other members of the University community is not acceptable. Letters from the referees shall be solicited by the Dean.

If the candidate and the Division can agree on a list of five (5) appropriate external referees, they shall provide that list to the Academic Dean by October 1st who shall select three (3) from the list. If the Division and the candidate cannot agree, both shall submit a list of three (3) names from which the Academic Dean shall select four (4) referees, two (2) from the candidate's list and two (2) from the Division's.

The list of names supplied by the candidate and the Division shall include a description of the qualifications of each referee, and of any relevant previous interactions they have had with the candidate. The candidate will declare the existence of any conflict of interest or potential conflict of interest when submitting names as possible external referees.

All evaluations will be submitted in writing to the Academic Dean, and will be included with the application made available to the Tenure, Promotion and Leave Committee.

Guidelines for External Referees in Tenure and Promotion Cases:

The following statements will be provided to the external referee:

1. The role of an external referee is to provide the Tenure, Promotion and Leave Committee with an objective assessment of the faculty member's scholarly achievements to assist the Committee in evaluating his/her scholarly performance.
2. The faculty member will be provided with a version of your assessment that has been edited to protect your identity. For this reason, it would be helpful if you could provide your evaluation on a separate sheet from your covering letter, rather than on letterhead.
3. In preparing your assessment of the candidate's work, we ask you to respond as fully as possible to each of the following items. This level of information will be extremely useful in informing the recommendations of the Tenure, Promotions and Leave Committee.
  - (a) Describe the extent to which you are familiar with the candidate's work and how well you know the candidate.
  - (b) Describe your view of the originality and creativity of the candidate's work.
  - (c) Assess the candidate's work in terms of the quality and importance of its contribution to the candidate's specific

area of expertise and his/her subject generally. Which work is most important and why?

- (d) Provide an assessment of the extent to which you believe the candidate's work has the potential for further development.
- (e) Describe any other contribution you are aware the candidate has made to the development of his/her academic discipline.

The candidate should, during the probationary period, demonstrate clear evidence of continued growth, sustained commitment and ongoing performance at a level of distinction appropriate to their rank and career experience in at least two of the three categories (teaching, research and scholarly activity, and service) and perform at least satisfactorily in the third. While a candidate must achieve a satisfactory record of performance in Service, the meritorious performance of these duties shall not compensate for an insufficiently strong performance in Teaching or Scholarly Activity.

- 11.3.3.3. Members of the Tenure, Promotion and Leave Committee may attend up to two of the applicant's classes for the purpose of evaluating the applicant's teaching in accordance with the criteria established by the Joint Committee. In no case will these evaluations be used unless every member of the committee submits an evaluation. After observing the applicant's teaching, each committee member will provide written comments to the Academic Dean. The Academic Dean will collate the evaluations from all committee members and remove identifying features and then provide the collated material to the applicant. The applicant will have two weeks to review the comments and respond to them in writing to the Academic Dean. The collated comments will only be shared with and considered by the committee once the applicant has had the opportunity to review and respond to them. Attendance in class does not require the approval of the applicant; however, the applicant will be consulted respecting the scheduling of any visits.
- 11.3.3.4. The committee may, at its discretion, interview the candidate. The Committee will forward its written assessment and recommendation to the Principal for approval.
- 11.3.3.5. If tenure is not granted, the candidate may be evaluated for tenure for a second and final time during the last year of his or her probationary appointment.
- 11.3.3.6. With the recommendation of the search committee, and the approval of the Principal, a candidate may be granted tenure at the time of hiring.
- 11.3.3.7. In assessing eligibility for tenure, sabbatical leaves are to be counted as a regular period of employment.



- 11.3.3.8. A candidate may decline to apply for tenure or may withdraw an application for tenure. In such cases the candidate may complete the probationary period of employment, after which the person's employment shall be terminated. A decision to decline to apply for tenure or withdraw a tenure application must be made in writing to the Academic Dean.

#### 11.4 PROMOTION APPLICATIONS

- 11.4.1. The application will be made by October 1 through the Academic Dean, who will solicit opinion on the applicant's suitability for promotion from the Chair and/or Program Coordinator of the department.

- 11.4.2. It is vital that an applicant's scholarly work be evaluated by those familiar with the subject and methodology of the applicant's field or discipline. Applications for promotion shall have their scholarly achievement assessed by a minimum of three arms-length referees who are external to the University and recognized experts in the applicant's discipline and who shall receive the application dossier and the relevant sections of the collective agreement on workload. The referees may be selected from another affiliated university college of Western University, from the constituent university, or from some other university. Soliciting letters of reference from faculty members at Brescia, including retired faculty members, or other members of the University community is not acceptable. Letters from the referees shall be solicited by the Dean.

If the candidate and the Division can agree on a list of five (5) appropriate external referees, they shall provide that list to the Academic Dean, by October 1st, who shall select three (3) from the list. If the Division and the candidate cannot agree, both shall submit a list of three (3) names from which the Academic Dean shall select four (4) referees, two (2) from the candidate's list and two (2) from the Division's.

The list of names supplied by the candidate and the Division shall include a description of the qualifications of each referee, and of any relevant previous interactions they have had with the candidate. The candidate will declare the existence of any conflict of interest or potential conflict of interest when submitting names as possible external referees.

The Guidelines for External Referees as found in Article 11.3.3.2 will be followed.

- 11.4.3. Members of the Tenure, Promotion and Leave Committee may attend up to two of the applicant's classes for the purpose of evaluating the applicant's teaching in accordance with the criteria established by the Joint Committee. In no case will these evaluations be used unless every member of the committee submits an evaluation. After observing the applicant's teaching, each committee member will provide written comments to the Academic Dean. The Academic Dean will collate the evaluations from all committee members and remove identifying

features and then provide the collated material to the applicant. The applicant will have two weeks to review the comments and respond to them in writing to the Academic Dean. The collated comments will only be shared with and considered by the committee once the applicant has had the opportunity to review and respond to them. Attendance in class does not require the approval of the applicant; however, the applicant will be consulted respecting the scheduling of any visits.

- 11.4.4. Specific requirements by rank are:
  - 11.4.4.1. Promotion to Lecturer requires a Master's Degree.
  - 11.4.4.2. Promotion from Lecturer to Assistant Professor normally requires the completion of a PhD degree, as evidenced by official notification that he/she has completed all degree requirements, including thesis defence. In the absence of a doctoral degree, a Lecturer may be promoted to Assistant Professor if the applicant has made a substantial scholarly contribution to the field and has a minimum of five years full-time experience as a Lecturer at Brescia University College (though appropriate professional experience or teaching experience at other institutions in lieu of the years at Brescia will be considered on a case-by-case basis).
  - 11.4.4.3. Promotion from Assistant Professor to Associate Professor normally requires: a) a PhD and a minimum of five years full-time experience at the Assistant Professor level at Brescia University College (although teaching experience at other institutions will be considered on a case-by-case basis); the PhD requirement may be waived for those faculty in a professional field in which PhDs are less commonly sought or granted. Promotion to the rank of Associate Professor will be awarded to candidates who, during the period of Assistant Professorship, demonstrate clear evidence of continued growth, sustained commitment and ongoing performance at a level of distinction appropriate to their rank in at least two of the three criteria of teaching, research and scholarly activity, and service, and are satisfactory in the third. While a candidate must achieve a satisfactory record of performance in Service, the meritorious performance of these duties shall not compensate for an insufficiently strong performance in Teaching or Scholarly Activity.
  - 11.4.4.4. Promotion from Associate Professor to Professor (Full) requires that a minimum of five years full-time experience at the Associate Professor level, and that teaching evaluations be included in the application package. Promotion to the rank of Professor shall be awarded only if the candidate has performed at a level of distinction with respect to teaching and scholarship, with satisfactory performance in service. Promotion to the rank of Professor (Full) is not an assured step in the progression through the ranks.
  - 11.4.4.5. Applicants for promotion from Associate Professor to Professor (Full) shall have their scholarly achievement assessed by a minimum of three arms-length external reviewers of distinction in the field. The referees may be selected from another affiliated university college of Western University, from the constituent

university, or from some other university. Soliciting letters of reference from faculty members of Brescia, including retired faculty members, or other members of the University community is not acceptable. Letters from the referees shall be solicited by the Dean.

If the candidate and the Division can agree on a list of five (5) appropriate external referees, they shall provide that list to the Academic Dean, by October 1st, who shall select three (3) from the list. If the Division and the candidate cannot agree, both shall submit a list of three (3) names from which the Academic Dean shall select four (4) referees, two (2) from candidate's list and two (2) from the Division's.

The list of names supplied by the candidate and the Division shall include a description of the qualifications of each referee, and of any relevant previous interactions they have had with the candidate. The candidate will declare the existence of any conflict of interest or potential conflict of interest when submitting names as possible external referees.

The Guidelines for External Referees as found in Article 11.3.3.2 will be followed.

The candidate must demonstrate a clear record of sustained and productive research, scholarship, and/or creative achievement, including work assessed by peer review that has resulted in national and/or international recognition and high standing in the discipline or field of expertise.

- 11.4.4.6. If an applicant is applying for promotion from Associate Professor to Professor (Full), the Tenure, Promotion and Leave Committee shall ensure that distinction at any and all points in the candidate's career be considered, and that an overall pattern of continued distinction in teaching and scholarship is present.

11.5 ACTIVITIES TO BE CONSIDERED FOR TENURE, PROMOTION AND RENEWAL OF PROBATIONARY CONTRACTS

- 11.5.1. In general, evaluation will be in the areas listed below. However, it should be recognized that particular activities may contribute to more than one area. It should also be recognized that the order of the items listed does not denote weight or importance.

11.5.2. TEACHING AND EDUCATIONAL LEADERSHIP

Evidence of excellence in teaching within the relevant time period may include, but is not limited to items such as the following:

- (a) Formal student evaluations of courses (administered in accordance with Brescia policies).
- (b) Demonstrable responsiveness to student concerns as expressed orally or in written evaluations.
- (c) Peer review of teaching as incorporated in the reports of colleagues and Chairs of Departments, where applicable.
- (d) Teaching awards and grants.
- (e) The development of, and substantial contribution to, new teaching materials, including texts, laboratory manuals, assignments, and computer software.
- (f) Sustained research for pedagogical purposes and its application in one's teaching.
- (g) Demonstrated leadership in:
  - (i) Curriculum development and educational policy and planning.
  - (ii) Organization of pedagogical workshops, conferences and symposia.

### 11.5.3. RESEARCH AND SCHOLARLY ACTIVITY

Within the relevant time period evidence of scholarly and professional activity may include but is not limited to:

- (a) Publications
  1. The publication of books by academic publishers, in either traditional or electronic format, with available reviews of the book.
  2. The publication of chapters in books, by academic publishers, in either traditional or electronic format, with available reviews of the book(s).
  3. The publication of papers, whether in traditional form or electronic media, which have been subject to peer adjudication and which have been defined as assessment either through the process of pre-publication peer review and/or through post-publication peer evaluations.

4. The development of textbooks and other pedagogical materials which are subject to peer review and which provide original or improved articulations of a subject matter, whether in traditional format or electronic media.
  5. Other publications or works (i.e. any items not covered above and which the candidate wishes to include). These publications or works may be in other than traditional scholarly contexts, but they derive from the person's scholarly expertise or professional competence if they are to be part of the criteria for promotion and tenure. These may include:
    - (a) Compilations of substantial scholarly bibliographies.
    - (b) Translations of scholarly and creative work.
    - (c) Literary and artistic works appropriate to one's discipline.
    - (d) Peer reviewed abstracts published in conference proceedings and journals (both print or electronic media).
    - (e) government and NGO publications.
- (b) Other Scholarly and Professional Activities:
1. The receipt of significant research grants.
  2. The receipt of scholarly awards.
  3. Invited lectures given on scholarly occasions.
  4. Substantial scholarly citations and other testimony of scholarly influence.
  5. Curriculum development and education policy initiatives that exceed the normal duties of a faculty member.
  6. The supervision of graduate work (M.A., M.Sc., Ph.D.) or membership on juries examining research papers, plans, theses or any kind of scholarly production.
  7. Presentation of papers at academic conferences.
  8. Other work deriving specifically from one's scholarly and/or professional expertise, including but not restricted to the following:

- a) Keynote addresses at conferences or symposia.
- b) Prizes and awards received from disciplinary societies.
- c) Election to select academic or professional societies or positions.
- d) Service on editorial boards or journals or other publications including those which are not disciplinary or refereed.
- e) Service on government or professional committees.
- f) High-level consulting work, which contributed to one's discipline or profession.
- g) Preparation of radio and/or television program(s).
- h) Field work which contributed to one's discipline.
- i) Research carried out on research contract.
- j) Review of grant or scholarship applications .
- k) Review of articles, books, etc. submitted for publication.

#### 11.5.4. SERVICE TO THE INSTITUTION

A candidate's performance regarding this criterion will be based on information obtained from the candidate, from the candidate's Divisional Chair (where applicable) and from any other source which could furnish relevant data. Evidence of service may include but is not limited to the following items:

- (a) Unpaid community service, deriving from the candidate's area of professional expertise, and which is rendered to individuals and/or organizations external to Brescia University College and the University of Western Ontario on either a short-term basis (e.g., one-day conferences, talks, *ad hoc* seminars, or clinical consultation) or a long-term basis (e.g., membership on boards of directors, advisory committees, consulting staffs, and similar bodies);
- (b) Brescia and/or UWO service (e.g., membership on intra-campus committees, consultative functions, extra-course seminars);
- (c) Service within Brescia University College (e.g., administrative positions, intra-college committees, consultative functions);

- (d) Service to the Brescia Faculty Association.;
- (e) Service to one's academic discipline (e.g. serving on the executive of a scholarly or scientific society);
- (f) Notwithstanding the above, a member's expected participation in Brescia events as outlined in Article 10.7.2 shall not be considered service for the purposes of considering tenure and promotion; and
- (g) Any other relevant service activities.

11.6 DECISIONS REGARDING RENEWAL OF PROBATIONARY APPOINTMENTS, TENURE AND PROMOTION

- 11.6.1. Upon receipt of the recommendation of the Tenure, Promotion and Leave Committee, the Principal shall either: accept the recommendation; refer it back to the Tenure, Promotion and Leave Committee for further study with appropriate instructions; or reject it with written statement of rationale. This action should take no longer than six (6) weeks.
- 11.6.2. If the decision is to refer or reject, the Principal shall notify both the candidate and the Committee in writing of the reasons for the action.
- 11.6.3. The final decision of the Principal is to be communicated to the candidate in writing by the Principal on or before April 15 of the academic year of review.
- 11.6.4. The normal effective date for implementation of tenure and promotion will be July 1.
- 11.6.5. In cases where the Principal's decision results in the renewal of a probationary contract, tenure or promotion, notification of the decision shall be sent to the Council of Trustees for information.

11.7 APPEALS OF PROMOTION AND TENURE DECISIONS

- 11.7.1. If the Principal:
  - (a) accepts the recommendation of the Promotions and Tenure Committee to refuse an application for promotion or tenure or to recommend that a probationary contract not be renewed or that a requested extension of a probationary period be denied, or
  - (b) does not accept the recommendation of the Promotion and Tenure Committee to approve an application for promotion or to recommend that a probationary contract be renewed, or the recommendation that a request for an extension of a probationary period be approved, the

faculty member concerned may appeal that decision on substantive grounds, or the union may grieve on the grounds of a significant procedural irregularity, including but not limited to evidence of bias, a significant deviation in the application of criteria, discrimination or violations of academic freedom.

- 11.7.2. In the event of an appeal, the case will be re-examined by a Review Committee, which the Principal will arrange within ten (10) working days of receipt of the written notice of intent to appeal.
- 11.7.3. The Review Committee shall be comprised of the Principal's nominee (from the University); the appellant's nominee (from the University); and three representatives (from the University) jointly chosen by the Principal's and appellant's nominees. All must be academics of Associate or higher rank. No one who has participated in the initial review process can serve on this committee.
- 11.7.4. The Review Committee shall elect its own Chairperson.
- 11.7.5. The Review Committee will review the procedures and documentation of the case, including the complete application dossier, hear the faculty member, the Division Chairperson, the Academic Dean, the Principal, and a representative of the Committee on Promotion and Tenure.
- 11.7.6. The Review Committee shall conduct its work as expeditiously as possible and submit its majority decision (including the reasons for its decision) to the Principal and faculty member not later than thirty (30) working days after its formation.
- 11.7.7. The majority decision, which must be in accordance with these procedures, may not be further appealed.

## **ARTICLE 12 LEAVES AND REDUCED WORK LOADS**

### **12.1 GENERAL GUIDELINES**

- 12.1.1. Leave may be of nine general types: pregnancy leave; parental and adoption leave; academic leave; reduced work load; personal leave; political leave; leave for jury or witness duty; medical leave; and bereavement leave.
- 12.1.2. Leaves shall be designated as either paid or unpaid. A paid leave shall be one for which the University assumes some financial responsibility, while an unpaid leave shall be one for which the University assumes no financial responsibility.
- 12.1.3. Application for academic leave, reduced work load, personal leave or political leave shall be made to the Academic Dean through the applicant's Division Chair, and must be submitted no later than the first day of October prior to the academic



year in which the leave will begin. In exceptional circumstances, the Academic Dean can consider requests made at a later date.

Decisions concerning leave applications made under Article 12.1.3 will be balanced against the quality of the application and the needs of the University.

- 12.1.4. In circumstances where pregnancy leave, parental and adoption leave, jury and witness duty leave, medical leave or bereavement leave is required, the Faculty Member will advise the member's Division Chair at their earliest opportunity after becoming aware of the need for the leave. Provisions for leave identified in Article 12.1.4 will follow established Brescia practice and policy except where modified by this Collective Agreement.

## 12.2 ACADEMIC LEAVE

- 12.2.1. Academic leave is leave specifically for academic purposes during which the member receives no compensation (salary or benefits) from the College.

- 12.2.2. Recipients of academic leave shall not lose years already accrued for eligibility for sabbatical credits but they will not accumulate additional sabbatical credits.

- 12.2.3. Academic leaves shall not exceed two years.

- 12.2.4. Depending on the specific circumstances of the academic leave, the period of the leave may be used for the calculation of subsequent salary remuneration. The Member and the Academic Dean will discuss this issue prior to the filing of the leave application, and the Academic Dean shall comment in the decision letter as to whether the leave can be used for subsequent salary calculations.

- 12.2.5. No more than one year of academic leave shall count towards eligibility for tenure or promotion.

## 12.3 REDUCED WORK LOAD

- 12.3.1. A faculty member on reduced work load shall teach a lower than normal course load and shall have equivalently pro-rated responsibilities for service and scholarly activity.

- 12.3.2. Reduced work load taken for personal reasons shall always be for a specified number of years.

- 12.3.3. The main criterion for granting reduced work load shall be that of the welfare of the applicant's Division. The Academic Dean shall consult the Division Chair of the affected Division and, if the reduction is judged to have no potentially

detrimental effects on the applicant's Division, shall recommend the reduction to the Principal for approval.

- 12.3.4. Faculty on reduced work load shall receive a pro-rated salary, and pro-rated CWRTA and FDA funds, depending on the degree of the reduced work load. Pension contributions and employee insurance coverage shall be based on the actual salary received. The Employer's share of premiums for Member benefits will be pro-rated based on the degree of the reduced work load.
- 12.3.5. Nominal full-salary entitlement shall be calculated each year as if the faculty member had been on full work load in the prior year.
- 12.3.6. A maximum of one year under reduced work load shall be allowable for a full year credit towards the years-worked requirements for promotion (each additional year beyond one will count for the years-worked requirements for promotion on a pro rata basis).
- 12.3.7. When determining sabbatical credits for Members on reduced work load, all periods of time on reduced work load will be calculated on a pro rata basis related directly to the percentage of work load reduction.

#### 12.4 PERSONAL LEAVE

- 12.4.1. Personal leave is a leave granted for personal reasons unrelated to academic career-development and unrelated to considerations of health, during which the member receives no compensation (salary or benefits) from the University.
- 12.4.2. The main criterion for granting personal leave shall be that of the welfare of the applicant's Division. The Academic Dean will consult with the applicant's Division Chair and if the leave is judged to have no potentially detrimental effects on the applicant's Division, will make the recommendation to the Principal for approval.
- 12.4.3. Personal leaves shall not exceed one year.
- 12.4.4. Personal leaves shall not count for purposes of subsequent salary calculation.
- 12.4.5. Personal leaves shall not count towards sabbatical credits or towards eligibility for tenure or promotion.

12.5 POLITICAL LEAVE

- 12.5.1. Faculty members may apply for political leave to seek election or upon election to federal, provincial, municipal or regional levels of government, during which the member receives no compensation (salary or benefits) from the University .
- 12.5.2. Years on political leave shall not count towards sabbatical credits or towards eligibility for tenure or promotion.
- 12.5.3. Recipients of political leave shall not lose years previously accrued towards sabbatical credits.
- 12.5.4. Political leaves shall not exceed five (5) years.

12.6 LEAVES FOR JURY OR WITNESS DUTY

- (a) If a member is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law, the Member shall not suffer loss of salary because of such attendance provided that the Member provides to the Employer:
  - (i) notification immediately upon receiving notification that he/she will be required to attend court;
  - (ii) proof of service requiring the Member's attendance.
- (b) Any stipend received by the Member from the courts as salary replacement for jury or witness duty will be paid to the University.

12.7 BEREAVEMENT LEAVE

- (a) A faculty member shall be allowed up to five (5) working days leave of absence with pay in the event of the death of an immediate family member (spouse, partner, parent, child, or sibling).
- (b) A faculty member shall be allowed up to two (2) working days leave of absence with pay in the event of the death of an extended family member (grandparent, aunt, uncle, cousin, mother/father-in-law, sister/brother-in-law, or son/daughter-in-law).

## **ARTICLE 13           SABBATICALS**

13.1           In recognition of the fact that full-time faculty members are required to develop as researchers, scholars and teachers throughout their careers, the University maintains a sabbatical policy. Sabbaticals are granted for the purpose of academic study, research and/or scholarly writing and the widening of professional contacts which will be mutually beneficial to the faculty member and the University. Sabbaticals are an essential part of the academic cycle. Sabbatical leave shall not be automatic.

13.2           Faculty on sabbatical do not have a reduction in workload, and are expected to be fully engaged in scholarly activity. Therefore, workload during the sabbatical period shall be redistributed such that the main focus is scholarly activity. Members may not teach or accept any other paid employment during the 6 or 12 months they are on sabbatical without written permission of the Academic Dean. Such permission will not be unreasonably withheld.

13.3           Faculty members shall accrue one sabbatical credit per year of service. A faculty member's years of service for the purpose of sabbatical credits shall be calculated from the date of first full-time appointment at the rank of Assistant Professor or higher and from the first day of resumption of regular duties following the completion of a sabbatical. Additionally, faculty may be given one year's credit for every three (3) years of full-time service at the rank of Lecturer (full-time) up to a maximum of two years' credit (six (6) years of service).

Sabbatical credits do not accrue while the faculty member is on sabbatical, Academic Leave, Personal Leave, or Political Leave. Credits continue to accrue at the normal rate of one (1) per year for Pregnancy Leave, Parental and Adoption Leave, Leaves for Jury or Witness Duty, and Bereavement Leave.

Members who have been appointed directly from a position at another University may be granted a maximum of three (3) sabbatical credits for service at the other University. Any credits beyond zero (0) must be agreed upon at the time of the Member's appointment and must be stated in the Member's Letter of Appointment.

### 13.4           FULL-YEAR SABBATICAL

A Full-Year Sabbatical shall mean relief from normal teaching and service duties at Brescia for two (2) teaching terms plus the non-teaching months in a twelve (12) month period (this 12-month period includes vacation time). A Full-Year Sabbatical may run from July 1 to June 30 or from January 1 to December 31. The Employer will continue salary payments to the Member, subject to the terms outlined in this Agreement.

A Member is eligible for a Full-Year Sabbatical with the accumulation of a minimum of six (6) sabbatical credits, accrued according to the provisions in Article 13.3. A Full-Year Sabbatical shall consume six (6) sabbatical credits.

13.5 HALF-YEAR SABBATICAL

A Half-Year Sabbatical shall mean relief from normal teaching and service duties at the College for one (1) teaching term and the non-teaching months in a six (6) month period. A half-sabbatical shall run from July 1 to December 31 or from January 1 to June 30. The Employer will continue salary payments to the Member, subject to the terms outlined in this agreement.

A Member is eligible for a Half-Year Sabbatical with the accumulation of three (3) sabbatical credits.

A Half-Year Sabbatical shall consume three (3) sabbatical credits.

13.6 Unless a requested sabbatical is deferred by Brescia, a faculty member will not normally accrue more than seven sabbatical credits. (See Article 13.13 for the case of deferred sabbaticals.)

13.7 A minimum of twenty-four months will transpire between sabbaticals of either type (Full-Year or Half-Year).

13.8 The faculty member requesting a sabbatical shall, no later than October 1 of the year preceding the academic year in which the sabbatical is sought, do so by providing his/her Division Chair with a dossier including the completed application form, an outline of proposed plans which explain how these will contribute to the member's academic development, an updated curriculum vitae, a summary of the member's preparation for the project(s) (including work already completed, in progress, and to be undertaken) and a statement of the faculty member's research and publication achievements during the previous sabbatical, if applicable.

By October 15, the Division Chair shall forward the request to the Academic Dean with a letter evaluating its potential impact on the programming needs of the department.

13.9 The Academic Dean shall review all sabbatical requests. Should the Academic Dean believe that a sabbatical ought to be deferred or denied, he/she shall write to the Member, giving reasons for this decision and shall include notification that the Member may contact the BFA to discuss the decision. The Academic Dean shall give the Member the opportunity to respond in writing and/or in person; in the latter case, the Member shall have the right to be accompanied by a Member of his/her choice.

13.10 Once the actions outlined in Article 13.9 have been completed, the Academic Dean shall, by December 1 of the year preceding the academic year in which the sabbatical is sought, notify the Member in writing as to whether his/her sabbatical request has been granted.

The Academic Dean shall submit a copy of the notification to the Principal for information by December 15.

13.11 By December 15, the Employer shall provide to the Association a list of those members who applied for sabbatical along with the disposition of each application, indicating either “accepted”, “denied” or “deferred”.

13.12 The first step in adjudicating a sabbatical request is the Academic Dean’s determination of whether the request is worthy of support. The criteria for this shall be the following:

- (a) the accomplishments from the last sabbatical taken and the intervening time; and
- (b) whether the proposed sabbatical activities are of mutual benefit to the Member and the University, particularly if the sabbatical is for the purpose of advanced study; and
- (c) whether the faculty member’s continued appointment at the University is in doubt or under review for other than purely financial reasons.

A sabbatical that is deemed not worthy of support shall be denied. No additional sabbatical credits beyond seven (7) will accrue in this case.

13.13 If the request has been deemed worthy of support, the next step in the adjudication process is the Academic Dean’s determination of whether the sabbatical is i) to be granted for the coming year; or ii) to be deferred for one year. A request for sabbatical may be deferred if the Academic Dean determines that circumstances make it impossible to grant the sabbatical for the year requested. For example:

- (a) when there are more qualified applicants than can be accommodated for the upcoming year;
- (b) if in the opinion of the Academic Dean the courses taught by the applicant are of critical importance to Brescia’s academic program and there will be insurmountable difficulties in obtaining a replacement for the faculty member.
- (c) the impact on the Division if too many sabbaticals are requested at one time.

It is expected that appropriate planning will occur at the Division level that will allow for the timely granting of sabbaticals deemed worthy of support.

The criteria for determining whether a sabbatical request is to be granted for the year requested or to be deferred for one year shall also include, but not be limited to, the items listed below:

- (a) the effect of the sabbatical on the programming needs of the Division;
- (b) the scope of the academic study, research and/or scholarly activity;
- (c) having copies of applications to granting agencies or clear written commitments from such agencies, where external funding is available;
- (d) a clear commitment in writing from a publisher, where applicable; and
- (e) the scholarly productivity of the applicant (this criterion will be given less weight for younger applicants).

A faculty member whose request for a sabbatical has been deferred will be granted a sabbatical for the academic year following the one for which he/she applied. The length of the sabbatical (Full- or Half-Year) shall be the same as that for which the Member applied.

A faculty member whose request for a sabbatical has been deferred will not be penalized by loss of a year of sabbatical credit. In cases of deferred sabbatical, the faculty member will be allowed to carry forward (i.e., “bank”) the year of sabbatical credit which accrues after the deferral decision.

- 13.14 For Half and Full sabbaticals, unused years of sabbatical credit count toward subsequent sabbaticals, subject to Article 13.6 above.
- 13.15 Faculty members on sabbatical may be asked to share their office space, and shall have lower priority than faculty not on sabbatical with respect to secretarial services.
- 13.16 Successful applicants for sabbatical may desire to claim a portion of sabbatical salary for research expenses, where appropriate. In this circumstance arrangements should be made with the Business Office.
- 13.17 Faculty members returning from sabbatical shall be expected to provide, within three months of resuming teaching duties, a complete sabbatical activities report to the Academic Dean for inclusion in their personnel files.
- 13.18 Remuneration for faculty on sabbatical:
  - (a) shall be at the rate negotiated between Brescia Faculty Association and Brescia University College.
  - (b) in situations where remuneration is received from outside sources the salary will be adjusted so that total remuneration will not exceed 120% of salary, plus a reasonable allowance for travel.
- 13.19 Academic status, salary increments, and full pension benefits based on current sabbatical salary shall be maintained while the faculty member is on sabbatical. The Employer shall maintain all of the Member’s other benefits at their normal

levels. In order to maintain full benefits, the faculty member is expected to continue the employee portion of any cost-shared premiums.

- 13.20 Effective July 1, 2015, there will be a maximum of the equivalent of eight (8) full-year sabbatical leaves each academic year, with a maximum of eight (8) leaves each half year (i.e. January 1 to June 30, and July 1 to December 31).
- 13.21 Each Division, in consultation with the Academic Dean, will develop and submit to the Academic Dean a five-year Sabbatical Leave Plan, to be updated annually, consistent with this Agreement.

## **ARTICLE 14            GRIEVANCE AND ARBITRATION**

14.1 There shall be no discrimination, harassment, or coercion of any kind practised against any person involved in these procedures or against any Member who elects not to pursue a grievance. The Association representatives acting for a grievor shall not be coerced, restrained, or interfered with in the performance of their duties as representatives.

14.2 The Parties agree to make every reasonable effort to settle all grievances in a prompt, just, and fair manner.

14.3 The Association shall have carriage of all grievances other than those filed by the Employer.

14.4 Definitions

(a) Grievance: a grievance is a claim, dispute, or complaint involving the interpretation, application, administration, or alleged violation of this Agreement.

(b) Grievor: the grievor is the Association which initiates a grievance on behalf of a Member, or group of Members, or itself.

(c) Employer-Grievor: the employer-grievor is the Employer who initiates a grievance against the Association.

14.5 TYPES OF GRIEVANCE

(a) An individual grievance is a grievance initiated by the Association on behalf of an individual Member.

(b) A group grievance is a grievance initiated by the Association on behalf of a group of identified Members.

(c) A policy grievance is a grievance by the Association that may involve a matter of general policy or of general application of the Agreement.



No matter that should properly be brought as an individual or group grievance may be brought as a policy grievance.

- (d) An Employer grievance is a grievance initiated by the Employer against a Member, group of Members, or the Association, that the Employer shall submit and address with the Association with respect to the grievance.

#### 14.6

##### TIME LIMITS

- (a) The Association or the Employer, as the case may be, shall file a grievance according to procedures outlined in Article 14.8 within thirty (30) calendar days after the occurrence of the incident giving rise to the grievance, or thirty (30) calendar days from the date it became aware of the events giving rise to the grievance, whichever is later.
- (b) Where no action is taken on a grievance within the time limits specified in this article, the grievance shall be deemed to have been withdrawn or settled as the case may be.
- (c) In the event a Party fails to reply in writing within the time limits prescribed in this article, the other Party may submit the matter to the next step of Article 14.8 as if a negative reply or denial had been received on the last day for the forwarding of such reply.
- (d) The time limits specified in this article may be extended by mutual agreement of the Parties in writing. The parties shall be reasonable in considering extension requests.

#### 14.7

##### TECHNICAL IRREGULARITIES

No technical violation or irregularity occasioned by clerical, typographical, or technical error in the written specification of the grievance shall prevent the substance of a grievance from being heard and judged on its merits.

#### 14.8

##### GRIEVANCE PROCEDURE

- (a) A grievance shall be in writing, signed by the Association or Employer representative, and shall specify the matter(s) in dispute, the article(s) and legislative provisions, if any, alleged to have been violated, and the remedy sought. It shall be submitted to the Principal or the President of the Association, as the case may be.
- (b) Within ten (10) working days following the receipt of the grievance, the Principal shall meet with the Association representative and any Member affected. The Parties shall make every reasonable attempt to resolve the grievance. Any request to extend this ten (10) day period shall not be unreasonably withheld.

- (c) If the grievance is resolved at this stage, such settlement shall be reduced to writing, and countersigned by the Association representative and the Principal within ten (10) working days of the meeting at which the settlement was reached.
- (d) In the event that the Association representative and the Principal cannot resolve the grievance within ten (10) working days of the meeting(s) specified in Article 14.8(b), the Principal or President of the Association, as the case may be, shall forward to the other the written reasons for denying the grievance.
- (e) All grievance-related discussions directed at settlement of the matter are privileged and cannot be relied upon at arbitration.

14.9

MEDIATION

- (a) Within seven (7) calendar days of the referral of a grievance to arbitration, the Parties may agree to a mediation process. In such circumstances, the Parties will determine a mutually acceptable, qualified, neutral mediator to arrange mediation as soon as possible on a mutually acceptable date. The Employer and the Association shall equally bear the cost of the fees and expenses of the mediator.
- (b) The Parties shall engage in this process on the following basis:
  - (i) Each party shall make every reasonable effort to resolve the matter.
  - (ii) Any positions taken or information provided by either party during the mediation shall not be admissible should the matter proceed to arbitration.
  - (iii) Mediation shall not be used to delay arbitration of a matter.

14.10

ARBITRATION PROCEDURE

- (a) Within fifteen (15) working days of receipt of the response specified in Article 14.8(d), the Association or Employer, as the case may be, may give written notice of its intention to submit the matter in dispute to an arbitrator for final and binding arbitration.
- (b) The Parties shall choose an arbitrator from a list agreed to by the Parties. Should the Parties fail to agree on the appointment of an arbitrator within twenty (20) working days of receipt of the notice specified in Article 14.9(a), the arbitrator shall, upon request of either Party, be appointed by the Ontario Minister of Labour as provided for under the *Labour Relations Act*.

- (c) The arbitrator shall have the duty and power to adjudicate all matters in dispute in accordance with the powers conferred by the *Labour Relations Act*, as amended from time to time.
- (d) The arbitrator shall have jurisdiction to award such remedy or remedies as conferred by the relevant provisions of the *Labour Relations Act*, as amended from time to time.
- (e) The arbitrator shall have the power to make an interim order in accordance with the powers conferred by the *Labour Relations Act*, as amended from time to time.
- (f) The arbitrator shall not have the power to alter, add to, modify, or amend the Collective Agreement in any respect whatsoever, nor render an award inconsistent therewith.
- (g) The parties to the arbitration shall share equally the arbitrator's fees and expenses. The costs of presenting a case shall be borne by the respective Parties to the arbitration. The Employer shall provide hearing room on the College campus if such space is available.

14.11 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 withdrawn.

## **ARTICLE 15           DISCIPLINARY MEASURES**

15.1 A Member may be disciplined only for just cause and only in accordance with the provisions of this Article. Disciplinary action shall be reasonable and commensurate with the seriousness of the violation(s). The Parties recognize the value of promoting corrective action through guidance and progressive discipline, although this will not always be appropriate.

15.2 The Parties shall make every reasonable effort to encourage informal consultation and investigation of allegations, with a view to resolving the matter, without formal disciplinary action being initiated.

15.3 The standard steps in progressive discipline shall be as follows:

- (a) A letter of warning or reprimand. Such letters must be specific and must be clearly identified as disciplinary measures.
- (b) Suspension. Suspension is the act of relieving a Member, without his/her consent, of some or all Employer duties and/or privileges, with partial pay or without pay.

- (c) Discharge. For Members with tenured appointments, discharge means the termination of appointment without the Member's consent. For all others, discharge means termination of appointment without the Member's consent before the end of the contract. Non-renewal of limited term or probationary appointments and denial of tenure do not constitute discharge.

Grounds for discharge of a Member shall include:

- (i) gross misconduct, which may be found to arise from a single incident but which also may include repeated serious misconduct;
- (ii) persistent failure to discharge responsibilities through incompetence or neglect of duties; or
- (iii) abandonment of duties.

This is not an exhaustive list of grounds for discharge.

- 15.4 Depending on the nature of the misconduct, the Employer can impose the level of discipline that it deems appropriate in the circumstances.
- 15.5 The fact that a disciplinary measure has been imposed or is contemplated cannot be considered in an academic assessment, but the facts which resulted in or may result in the imposition of discipline can be considered, if relevant to that assessment.
- 15.6 The Principal shall promptly investigate any concerns or allegations about a Member if the Principal reasonably believes that a situation warranting disciplinary measures may exist. The Principal shall inform the Member as soon as may reasonably be possible both of the nature of the allegation and if an investigation is being undertaken. The investigation itself is not a disciplinary measure, and an investigation which has not yet been completed is not a matter for grievance. The Principal must conclude the investigation within 30 days of learning of the allegations. The Principal may seek an extension of this deadline, to a date mutually agreed upon with the Association. Any such request for an extension shall not be unreasonably withheld. The Principal may assign the investigation to the Director of Human Resources, the Academic Dean, or to an external investigator.
- 15.7 Within fifteen (15) days of the conclusion of the investigation the Principal will communicate the decision to the member in writing, with a copy to the Association. The written decision will provide conclusions and a summary of the evidence relied upon in reaching the decision.
- 15.8 The Principal shall take reasonable steps to maintain the Member's privacy and the confidentiality of the investigation and its findings. However, some disclosure of concerns and allegations may be necessary, either in order to conduct the

investigation or if the Principal has reasonable grounds to believe that such confidentiality may place a person or persons at risk of significant harm. In the event that it is determined that there shall be no disciplinary action, the Principal shall inform each individual to whom concerns and/or allegations were disclosed that there will be no disciplinary action, upon request by the Member.

- 15.9 Failure of a Member to grieve a disciplinary measure shall not automatically be deemed an admission of the validity of the disciplinary measure.

## **ARTICLE 16 INTELLECTUAL PROPERTY**

### **16.1 COPYRIGHTS**

#### **16.1.1. OVERVIEW**

The Copyright Act of Canada recognizes that the author of a work shall be the first owner of the copyright except where the author is employed under a contract of service and the work was made in the course of this employment. In this case, the employer of the author(s) shall be the first owner of the copyright if there is no agreement to the contrary. Pursuant to the latter, the University agrees and undertakes to transfer to the author(s) and hereby transfers to the author(s) ownership of the copyright(s) in any material produced by faculty, subject to any exceptions hereinafter specifically mentioned.

#### **16.1.2. APPLICABILITY**

Copyright applies to all original educational, scholarly, research, bibliographic, literary, dramatic, musical and artistic works including, among others: lecture and seminar materials; distributed learning materials; books; writings; musical works; sculpture; paintings; photographs; films; audio and video tapes; computer programs; electronic media; dictionaries and encyclopedias.

#### **16.1.3. UNIVERSITY RIGHTS**

- (a) When the University contributes significant resources to the development of copyrightable materials, the ownership, use and rights of revision of such materials shall be governed by specific contracts between the member(s) and the University. Such contracts must be finalized before the work is commenced. A copy of any such contract will be given to the BFA. The terms of a typical contract shall be consistent with this Agreement and shall, at least, address the following matters:
- (i) definition of the materials to be produced;
  - (ii) scheduling and funding of the project;
  - (iii) ownership and use of materials;

- (iv) licensing of the use of the materials;
- (v) rights of revision; and
- (vi) definition, distribution and timing of royalty and other payments.

Significant resources shall be resources provided exclusive of salaries and benefits, external grants and the provision of ordinary working facilities.

- (b) When a member is employed for the express purpose of creating or producing specific works which may be copyrightable, the University reserves complete ownership of the copyright in the material unless alternate provisions are made in writing between the Member and the Academic Dean.
- (c) Apart from copyright, the University will have the ownership and property right in the master copy of all commissioned works as described in Article 16.1.3(b).

#### 16.1.4. RIGHT OF REVISION

The University acknowledges the sole right of members to revise the contents of works, or portion of works, which they have created.

#### 16.1.5. TERMINATION OF EMPLOYMENT

If a member's employment with the University terminates for any reason, that member's rights under this Article shall continue unless otherwise agreed to by the University and the member or his/her estate. Copyright materials created by a Member will continue to be used by the University after the Member leaves the University according to the terms of the contract governing the sharing of revenues. Where no contract exists, copyright materials will not be used by the University after the member's employment is terminated without the written consent of the member.

#### 16.1.6. ROYALTIES

In all cases where a member creates copyright material using significant resources provided by the University (as defined in Article 16.1.3(a)), any royalty income will be distributed between the University and the member on the following basis:

- (a) The University shall receive 75% of all earned royalties or other income until all University costs assigned to the preparation or development or distribution of the material are recovered. These costs

will not exceed the amount of significant resources provided by the University as defined in Article 16.1.3(a).

- (b) Once all assignable costs have been recovered, the University will receive 25% of royalties or other income.
- (c) The balance of the royalties shall be distributed to the members commensurate with their contribution to the copyright work.

16.1.7. Subject to the terms of Article 16.1.4, in all cases where a member prepares copyright material related to their discipline, the member shall grant the University a non-exclusive, royalty free, irrevocable and non-transferable license to use the copyrighted material solely for the University's internal use but without the right to commercially exploit, sub-license or sell any copyrighted material.

#### 16.1.8. ALLOCATION OF UNIVERSITY ROYALTY INCOME

Royalty or other income from copyright work accruing to the University in excess of the income necessary to meet assignable costs will be allocated by the University without restriction.

### 16.2 PATENTS

#### 16.2.1. STATEMENT OF BASIC POLICIES

- (a) With the exception of contract research, and subject to the special rights hereinafter reserved in this paragraph, the University waives any claim to the ownership of, or beneficial interest in, any invention developed by a member (notwithstanding that such invention might be intellectually conceived in the course of University work). Accordingly, the inventor of any such invention is free to publish the details of the invention and to prosecute patent proceedings with respect to said invention in Canada and elsewhere at his/her own expense or at the expense of a privately arranged sponsor, subject to any arrangement entered into under Article 16.2.1(c). In the case of any invention developed in the course of, or as a result of, research involving University support and/or facilities and/or equipment, the inventor shall disclose to the Academic Dean, the member's intention to file a patent application in Canada or elsewhere and the prosecution thereof. The member shall inform the Academic Dean of the outcome of such an application within ninety (90) days of the decision. The member shall grant the University a non-exclusive, royalty free, irrevocable and non-transferable license to use solely for the University's internal use the patented device, equipment or process under all patents arising from any invention developed in the course of, or as a result of, research involving University support and/or

facilities and/or equipment to enable the University to practise the invention in the University, but without the right to commercially exploit, sub-license or sell any product or process which is patented or arises from patented invention.

- (b) Where the member chooses to exercise his/her option to file for a patent at his/her own expense, the member is responsible for informing co-creators (e.g. students, post-doctoral fellows, co-investigators) of his/her intention to file for a patent. The member is solely liable for any actions that arise from such filings and shall indemnify the University against any actions from co-creators or sponsors.
- (c) It is to be further agreed that the rights of the parties might be, in the case of research funded by a sponsor, subject to any special stipulations or equities that such fund-granting body might establish as a condition or term of any grant, contract, contribution agreement or collaborative research agreement, including any restriction or stipulation related to publication.
- (d) The University in keeping with its objectives of encouraging inventions by members, both within and outside the framework of the University operations, invites any member, as an alternative to private (or privately sponsored) patent proceedings, to submit the subject matter of any invention to the University for financial and developmental assistance. The decision as to whether or not such submissions should be made to the University is at the sole option of the inventor. The acceptance of such voluntary submission by the University is conditional upon the University being satisfied that the provision of such assistance is feasible under the particular circumstances. If the inventor chooses to avail himself/herself of any such assistance offered to the University, then he/she accepts the conditions under which these services are offered, namely:
  - (i) The patent rights with respect to the submission shall be assigned to the University which shall thereafter deal with such rights as it deems most expedient for the obtaining of a patent or patents with respect thereto, additional research and/or technology development, licensing agreements and possible further promotional and/or other development.
  - (ii) From the date of such assignment to the University by the inventor, the University shall thereafter be responsible for the legal and other expenses and costs involved in the prosecution of patent proceedings and possible subsequent further investigation, development, and promotion, with the understanding that the University or outside agency, in such event, would be subsequently entitled to indemnification for such expenses and costs, by way of



deduction from any proceeds (whether capital or income) which might thereafter be received with respect to the assigned invention. The net remainder of any such proceeds would then be divided equally between the inventor and the University.

- (iii) With respect to contract research undertaken by the University, members must recognize any limitations of their patent or publication rights arising from the contract to which they are a party.
- (iv) Notwithstanding the foregoing special considerations applicable in case of such contract research, the University shall, at the time of negotiation of any such contract and at the request of the principal investigator involved or where it otherwise deems it expedient, negotiate with the sponsor, in the event of a legal assignment or licensing of patent rights being required, to obtain the most favourable possible terms for the University and the inventors.

#### 16.2.2. DEFINITIONS

The term “invention” as used in this Article shall include not only the statutory definition of the term as set forth in the Canadian Patent Act (as amended from time to time) but also any invention which may be patented under the laws of any foreign patent jurisdiction. The use of the term “inventor” as used in this Article is extended accordingly.

#### 16.2.3. PROCEDURES

Any member desiring to use the University’s assistance in pursuing a patent shall follow whatever procedures the University has adopted for such purposes as of that date.

16.3 No Member shall be obliged to engage in the commercial exploitation of his or her scholarly work nor to provide commercial justification for it.

16.4 The Employer shall not enter into any agreement with a third party (including an agreement to administer funds) which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of a Member under this agreement, without that Member’s consent.

#### 16.5 DISPUTE RESOLUTION

Disputes arising from the application of any contract signed between the Member and the University will not be grievable under the Collective Agreement.

**ARTICLE 17            PRIVACY**

17.1            The Employer shall take reasonable precautions to safeguard files and communications as are stored and/or transferred through the Employer's computer systems and telephone network.

17.2            For the purposes of this Article, files are all documents under a Member's control and stored on University property, either in paper or electronic form. For example:

- (a)            records of teaching materials collected, prepared or maintained by a Member;
- (b)            records respecting or associated with research conducted or proposed by a Member; or
- (c)            records relating to a Member's Service activities;

Such files do not include the Member's file in the Academic Dean's office or the personnel file of the Member maintained in the Human Resources Office.

17.3            The Employer will not inspect a Member's paper files or engage in electronic monitoring or other scrutiny out of the hard drive of computer(s) designated for a Member's use or of a Member's internet or email in a manner that in any way divulges, either to the Employer or a third party, the contents of the paper files, files on the hard drive, the electronic mail communications of Members, or details of internet usage patterns, beyond the need to guard against illegal activities, the need to meet concerns about liability, the need to comply with the law or an order of the court, the need to protect the security and health of individuals, the need to assess volume of usage for the purpose of maintaining system integrity. Only authorized and appropriately trained personnel in the performance of their employment duties may access and monitor the use of information technology and computing facilities.

17.4            Where the Employer or a Member has a concern involving security or misuse of computer equipment or electronic communications, the Employer shall provide clear notification of its intended activities to the affected Members and to the Association, together with the reasons for them.

17.5            Notwithstanding the provisions of Article 17.3, the Employer will have access to Members' files for the operational requirements of the University when the Members are demonstrably unable to provide or consent to access, or are unwilling to provide or consent to access without proper cause.

17.6            The parties recognize that the safety of employees, students and the general public may require the violation of individual privacy for the installation of video

cameras, audio recorders or other monitoring devices in public access areas of the campus such as parking lots, walkways, building entrances, exits and hallways. Any areas subject to such surveillance must be identified by posted notice to that effect. For greater clarity, classrooms, other areas used for teaching purposes (not including space outside University buildings), Members' offices, work space and laboratories are not considered public access areas.

- 17.7 Information obtained through surveillance shall not be used in any evaluation of an employee's teaching or research performance, or in any probationary term renewal, promotion, or tenure proceeding.
- 17.8 No Member shall make confidential or proprietary information of the University available to persons who are not intended to have access to such information until made generally available to the public. Nor shall a Member use such information for the personal benefit of the Member or any person of his or her immediate family.
- 17.9 The parties agree that the provisions contained in this Article do not apply to the Member's use of internet posting sites or any new technology that may emerge (examples include but are not limited to: YouTube, Facebook, MySpace, LinkedIn, Twitter, Wikipedia and Blogs). Faculty members can be held personally liable for commentary that is defamatory, obscene, proprietary or libelous by an offended party, including Brescia.

## **ARTICLE 18            LAYOFFS**

- 18.1 In the event that the Council of Trustees or any of its duly appointed committees recommends program closure, reduction, restructuring or other similar measure(s), Academic Council (AC) and the Educational Policy Committee (EPC) will be provided with a copy of the report setting out those recommendations within ten (10) days of the completion of the report.
- 18.2 Upon receipt of the report, the AC and EPC will have sixty (60) days to provide a report to the Council of Trustees, commenting on the recommendations and proposing any alternative recommendations that the AC and/or EPC consider appropriate.
- 18.3 Prior to implementation of any directives of the Council of Trustees requiring academic program closure, reduction, restructuring or similar measure(s), the Principal and Academic Dean will deliver notice to the affected departments and programs, and the Association. The notice will include the description of the program closure, reduction, restructuring or other similar measure(s), the rationale for the measures, the effort that has been made to address the situation short of the measures, the extent and nature of the anticipated impacts on the members of the academic unit, and the timelines and procedures for submitting concerns to the Principal and Academic Dean.

- 18.4 Any measures implemented by the Employer will be implemented with a view to avoiding layoffs. Accordingly, the Member may first be considered for voluntary redeployment to another academic position for which the Member has the immediate skill, ability and qualification to fill and for which the Employer has a program need.
- 18.5 Where voluntary redeployment is not appropriate, then a Member who is eligible for retirement may elect to do so.
- 18.6 If voluntary redeployment or retirement are not selected, then the Employer shall redeploy the Member, provided the new position is consistent with the normal responsibilities of a faculty member, as those normal responsibilities are described in this agreement.
- 18.7 A Member who is offered redeployment shall have fifteen (15) working days to accept or reject that offer. If the Member accepts redeployment to another academic unit, he or she shall retain tenure, rank, salary, benefits, and seniority as provided in the Collective Agreement and will remain in the Association. If a faculty member chooses not to accept redeployment, then the faculty member will be laid off. No member will be laid off except after having refused redeployment.
- 18.8 Laid off employees may elect either to accept a permanent layoff and to relinquish their recall and seniority rights, in which case they shall receive a severance payment in accordance with Article 18.11 below, or to retain recall rights as described more fully below. A laid off employee who accepts a permanent layoff shall not be considered for any new position while employees remain on the recall list.
- 18.9 No member shall be laid off except under the terms of this Article.
- 18.10 Layoff pursuant to this Article is not dismissal for cause, and shall not be recorded or reported as such.
- 18.11 Employees who relinquish their recall and seniority rights and accept a permanent layoff shall be entitled to the following severance payment:
- (a) one (1) month's pay for each year or partial year of service at the time of layoff for probationary faculty members;
  - (b) one (1) month's pay for each completed year of service at the time of layoff with a maximum total of eighteen (18) month's salary for tenured faculty members.
- 18.12 All payments described herein shall be based on a faculty member's nominal salary, save and except those faculty members who are on a permanently reduced workload and salary.
- 18.13 No member shall be considered exempt from layoff consideration in accordance with this Article, including those who have taken voluntary leave.

- 18.14 If a faculty position becomes available, members who have been laid off and retain recall rights shall receive written notice of the vacant position.
- 18.15 Faculty members who are laid off and subject to recall shall keep the University / Payroll Office informed of any change of address and/or telephone number. Such changes must be sent in writing.
- 18.16 A faculty member who has elected to accept a layoff and retain recall rights will have a right of first refusal for any available faculty position, for which they have the skill, ability and qualification. In cases where two or more laid off faculty members on the recall list have the skill, ability and qualification, then their seniority as defined in Article 18.28 shall govern.
- 18.17 If no laid off faculty member retaining recall rights has the skill, ability and qualifications or accepts the recall, the Employer may fill the vacancy through normal recruiting and appointment procedures. A laid off employee who accepts a permanent layoff shall not be considered for the position while employees remain on the recall list.
- 18.18 Individuals who are recalled pursuant to this Article shall have up to three (3) months to accept such a recall offer, and to commence working in the available faculty position.
- 18.19 An untenured faculty member laid off under this Article will retain recall rights for a period of two (2) years following layoff. An untenured faculty member with less than two (2) years of service at Brescia will retain recall rights equal to the length of his/her employment. A tenured faculty member laid off under this Article will retain recall rights for a period of three (3) years following the layoff.
- 18.20 Members who are not recalled to service at Brescia during the recall period will receive severance according to the terms of Article 18.11.
- 18.21 Faculty members who are recalled to service at Brescia shall retain all rights and entitlements that would be in place had the faculty member not been laid off.
- 18.22 A faculty member who is recalled to an area or position other than in his/her original discipline retains the right of first refusal for any opening in his/her original discipline.
- 18.23 A laid off faculty member being notified of a vacant faculty position shall be provided with notice in writing by registered mail sent to his/her known address with a copy to the Brescia Faculty Association. The faculty member shall have thirty (30) days from such mailing to respond to the recall notice.
- 18.24 Should a laid off faculty member on the recall list not accept a position in the member's department for which the member has the skill, ability and qualification, then the member's name shall be removed from the recall list.

- 18.25 During the recall period, a laid off faculty member shall be entitled to be covered by the regular faculty benefits to which he/she would otherwise have been entitled, except the Life Insurance Plans, Long Term Disability and Travel Insurance, provided the member pays all the costs associated therewith. This provision shall continue until the earlier of the securing of alternative full-time employment, his/her recall or the expiry of the three-year period (two years for untenured faculty).
- 18.26 So long as a faculty member is eligible for recall, the member shall continue to have access to Library facilities on the same basis as active faculty members. In addition, departments shall endeavor, if practicable, to maintain collegial contact with laid off faculty members and to provide them with access to laboratory or computer facilities.
- 18.27 Brescia is responsible for maintaining a seniority list of Brescia faculty on the basis of accumulated PTR (“Progress through the Ranks”) credits.
- 18.28 For purposes of this Article, in the case of tenured and tenure stream faculty members seniority shall be determined by the number of PTR credits held by each faculty member. If two (2) or more members hold the same number of PTR credits, the order of seniority will be determined by years of service at Brescia. If no seniority rank can be determined at this point, seniority shall be determined by lot. Seniority shall not be affected by leave taken in accordance with the Collective Agreement.
- 18.29 Nothing in this Article shall prevent Brescia from offering voluntary exit incentive options as it may deem appropriate from time to time with prior notice to the union.

## **ARTICLE 19 PERSONNEL AND EMPLOYEE INFORMATION FILES**

### **19.1 PERSONNEL FILES**

A personnel file shall be kept for each faculty member employed by Brescia University College.

### **19.2 FILE CONTENTS**

- 19.2.1. The file will contain documents relating to the faculty member’s employment, including the application for employment, Curriculum Vitae, contracts, letters of

reference, the Annual Performance Report submitted by the faculty member, the Annual Performance Review as prepared by the Academic Dean and other documents bearing upon the faculty member's performance in the various dimensions of his/her employment.

The numeric component of the course-faculty evaluations may be relied upon as part of the Annual Performance Review. Anonymous material produced by students, as part of the course-faculty evaluations, shall be provided to the Dean, but shall not be relied upon as part of the Annual Performance Review. Anonymous material may only be relied upon by the Dean in order to discuss career development and improvement opportunities with the Faculty member.

- 19.2.2. A faculty member may provide letters, commendations, publications, or other documents for inclusion in his/her personnel file. Again, no anonymous material is to be included in this submission.
- 19.2.3. Members shall have the right to have all of their files supplemented or corrected in the event of error or inadequacy. In the event of alleged distortion, Members shall have the right to provide additional material for inclusion in their personnel files. Members shall have the right to request the removal from their personnel file of any false, irrelevant or unsubstantiated material. Such requests shall be made through the Academic Dean as appropriate and must be accompanied with reasons why the material is false, irrelevant or unsubstantiated. In the event of refusal by the Academic Dean of such a request, the Academic Dean shall provide the Member with reasons why the material is true, relevant or substantiated. Members shall have the right to provide additional material for inclusion in the file, outlining the reasons why this material should be removed.

### 19.3 CONFIDENTIALITY AND ACCESS

- 19.3.1.1. Personnel files shall be kept by the Academic Dean in a secure location.
- 19.3.1.2. File contents may be viewed only by the Principal, the Academic Dean, the Director of Human Resources, and the faculty member.
- 19.3.1.3. Except as herein provided, no document contained in a faculty member's personnel file shall be released or made available directly or indirectly to any other person or institution beyond Brescia administration or its professional advisors without the express written consent of the faculty member, as required by law, or as ancillary to a formal disciplinary procedure.
- 19.3.1.4. The Academic Dean may review a faculty member's personnel file prior to decisions relating to tenure, promotion, and leave applications. If there are documents in the personnel file relevant to the request, the documents will be made available to the members of the appropriate committee; faculty members will be told which documents will be viewed by the committee. The faculty member may not demand exclusion of a document, except as provided for herein,

but may provide additional explanatory information to the committee. The information will be considered confidential and committee members will be reminded of their responsibilities in dealing with confidential documents.

- 19.3.1.5. A faculty member shall have the right to examine his/her personnel file after giving reasonable notice of his/her desire to do so and under conditions which ensure the security of the file.

Members may request that the Academic Dean provide one (1) copy of their personnel file, excluding confidential material according to the provisions of this Collective Agreement. An inventory of all confidential material in the personnel file, certified by the Academic Dean, will be provided to the Member if requested; such inventory shall identify all confidential documents by date and general subject matter only, and only so long as the author's identity cannot be inferred.

Such requests will normally be filled within ten (10) working days, at no charge to the Member. If for whatever reason the Academic Dean is unable to fill such request within 10 working days, the member will be notified of this, including the date by which the request will be filled. One (1) copy of additions made subsequent to the initial copying may be requested under the same conditions and terms. Requests for additional copies will be filled at the convenience of the Academic Dean. The Faculty Member will be charged for any additional copies, where charges will not exceed the per page charge routinely levied for photocopying at the University.

- 19.3.1.6. A faculty member shall not have the right to examine the confidential letters of reference and evaluations obtained for appointment, tenure, and promotion decisions unless, at the time the evaluation was solicited, the writer was advised that his/her evaluation would be made available in un-attributed form to the faculty member in question, or unless the individual writing the letter of recommendation or evaluation has given permission for the document to be viewed by the faculty member.

#### 19.4 EMPLOYEE INFORMATION FILES

- 19.4.1. An employee information file shall be kept for each faculty member employed by Brescia University College and will be maintained by Human Resources and the Payroll & Benefits Officer.

- 19.4.2. The file shall include items concerning the faculty member's employment, including letter of offer, confidentiality attestation, emergency contact information, payroll forms, benefit and pension documentation and payroll information, and any other information needed in the administration of payroll and benefits. It is the responsibility of the faculty member to ensure a current address and telephone number is in their file.



- 19.4.3. Faculty members will notify the Payroll & Benefits Officer of changes in information related to self, spouses and dependents necessary to administer benefits.
- 19.4.4. Faculty members have the right to examine their employee information file in the presence of the Payroll & Benefits Officer or Human Resources staff, by appointment. Upon request and within a reasonable time following the request, faculty will be provided with a photocopy of specified documents from their file.
- 19.4.5. File contents may be viewed only by the Director of Human Resources, the Payroll & Benefits Officer, and the faculty member. Limited access is available to the Principal and the Academic Dean. Except when subject to legal and/or statutory requirements, information will not be provided to others without the written authorization of the employee.

## **ARTICLE 20           WORKLOAD**

### 20.1           PREAMBLE

The academic workload of a faculty member is a combination of self-directed and assigned tasks, undertaken in fulfillment of her/his academic responsibilities in the areas of teaching, research and scholarly activity, and service to the University. Divisions vary in the way they contribute to Brescia's mission and so it is understood that what constitutes normal workload may vary from one Division to another. At the same time, Departments within a Division may also vary in how they contribute to Brescia's mission and so workload may also vary within a Division.

### 20.2           ESTABLISHMENT AND ASSIGNMENT OF WORKLOAD

- (a)           The Academic Dean, in consultation with the Division Chair, is responsible for assigning a Faculty Member's annual teaching load. Workload for faculty will be established and assigned in a manner consistent with:
  - (i)           A fair, reasonable and equitable distribution of workload; and
  - (ii)          A transparent process of workload allocation.

### 20.3           ESTABLISHING WORKLOADS

Commencing July 1, 2014 there shall be two types of workload, as specified under (a) and (b) below:

- (a)           The "Balanced Workload" Stream in which the maximum teaching load for any faculty member in any Division is normally 8.0 courses in a three-year cycle. Faculty Members in the Balanced Workload Stream

will also be active and productive in research and scholarly activity and will contribute to University service.

Faculty in the Balanced Workload Stream are eligible for course release from the 8.0 load as stipulated in this agreement.

Course release for major research grants and graduate student supervision are listed in points (i), (ii) and (iii) below, with the stipulation that faculty cannot use these course releases to bring their course load below 2.0 courses per year. Unused course release credits cannot be banked or carried forward. Faculty members receiving a course release under Article 20.3(a) cannot teach on an overload basis during the term in which a course release is provided without special permission from the Academic Dean.

- (i) Faculty who are Principal Investigators on major external research grants (grants totalling \$25,000 or more) or on Tri-Council (SSHRC, NSERC, CIHR) grants, shall receive a 1.0 course release per year of grant funding.
  - (ii) Faculty who are Co-principal Investigators with only one other Co-principal Investigator on major external research grants as defined in (i) above shall receive a 0.5 course release per year of grant funding.
  - (iii) Faculty who serve as the primary supervisor of three or more graduate students within a given year shall receive a 0.5 course release for that year.
- (b) The “Teaching Specialized Workload” Stream in which faculty shall teach 12.0 courses over a three year cycle.

Faculty shall be eligible for voluntary placement in the Teaching Specialized Workload Stream.

The number of faculty in this stream shall not exceed three in any given academic year regardless of whether their entrance into the Stream was a lateral appointment or an external hire.

Faculty requesting to enter this stream voluntarily shall normally give written notice of their intention to enter the stream to the Academic Dean no later than October 1 of the year preceding the one in which they are to adopt the Teaching Specialized Workload. Should the Academic Dean agree to this arrangement, any such agreement shall be recorded in writing. The Dean’s approval of such applications shall not be arbitrarily withheld. Any decision by the Dean not to approve the application shall be accompanied by written reasons.

Faculty in this stream shall remain in it for a minimum of three years, to be extended by agreement between the member and the Academic Dean. A request for extension must be given in writing to the Academic Dean by October 1 of the final year of the three-year period, or October 1 of the final year of the extension. Direct appointments to the Teaching Specialized Workload Stream may not be converted into the Balanced Workload Stream.

For faculty in this stream, teaching performance shall be the primary basis of their annual performance review, although a modest amount of research and scholarly activity is expected. Research and scholarly activity in the area of pedagogy is an acceptable area of study.

Faculty in this stream shall not be eligible for course release.

Faculty in this stream shall be eligible for sabbatical and shall be subject to the same criteria, terms and conditions for sabbatical as faculty with a Balanced Workload.

Faculty in this stream shall be eligible to apply for promotion, subject to the appropriate rating of teaching, research and scholarly activity, and service criteria as they apply to the Teaching Specialized Workload Stream.

#### 20.4

- (a) Faculty will not be required to teach outside traditional course delivery formats, e.g., weekends, compressed delivery, online, etc., but may be requested to do so.
- (b) A faculty member is entitled to one non-teaching term in each academic year. The scheduled teaching duties shall normally be in the fall and winter terms but subject to the needs of the Division, a faculty member may be requested to teach in the intersession/summer term, subject to the approval of the Academic Dean. Those faculty members who teach in the intersession/summer term shall be entitled to one non-teaching term in the fall or winter term.
- (c) A faculty member may agree to a teaching schedule that differs from Article 20.4(b). For example, a faculty member may, on a voluntary basis, choose to teach in all three terms.

20.5

WORKLOAD VARIATIONS

- (a) In the first year of appointment to Brescia, a one-half (0.5 FCE) course release in teaching shall be granted to probationary tenure-track appointments who start with 0, 1, or 2 PTR credits. Furthermore, faculty with probationary tenure-track appointments shall be exempt from service commitments during their first year of appointment to Brescia.
- (b) A Faculty Member may request to arrange her/his teaching duties, so that by teaching additional courses, but no more than one such course per term, the Faculty Member may have a reduced teaching load in another term.

In consultation with the Division Chair, and subject to the approval of the Academic Dean, a Faculty Member may plan a research term free of teaching duties by accumulating sufficient credit to be released from teaching for one term. A Faculty member may bank no more than three (3) half-courses and courses may not be banked for more than three academic years.

As these banked credits have no monetary value, there will be no payout of banked credits should the Faculty Member leave employment with Brescia.

- (c) Overload – A faculty member may teach an additional course during their normal teaching terms or during the non-teaching term on an overload basis. Remuneration will be at the appropriate stipend rate paid to contract faculty with a comparable length of service. All overload teaching arrangements are subject to the approval of the Academic Dean in consultation with the Division Chair.
- (d) On-line course delivery (distance) refers to the delivery of a credit course through a virtual classroom. On-line courses will carry the same weight as a course taught in the classroom when determining the workload of the faculty member.

The development of an on-line course will shall carry the same weight as teaching the course when determining the workload of a faculty member.

20.6

In academic years when there are no contract negotiations, the BFA shall be eligible for 1.0 FCE course buy-out, financed by the BFA. In academic years in which there are contract negotiations, the BFA shall be eligible for 2.0 FCE course buy-out, financed by the BFA. Reimbursement will be equivalent to the stipend rate that is paid to the contract faculty hired to teach the course (or replacement course), plus the amount paid by the Employer for benefits and employment taxes.

Normally, notice of course buy-out must be given to the Principal and Academic Dean by September 15 for courses starting the following January, and by May 15 for courses starting the following September.

The approval of the Academic Dean and respective Division Chair(s) must be received before specific course releases are granted. The Academic Dean and Division Chair will normally forward their decision regarding the course releases to the president of the BFA by October 10 for courses starting the following January, and by June 10 for courses starting the following September.

On approval of a course buy-out, the Academic Dean will advise the Business Office of the buy-out. The Business Office will send an invoice to the BFA during the term in which the buy-out is occurring.

- 20.7 It will be the responsibility of the Division Chair or designate and the Academic Dean, in consultation with the faculty member, to determine what course the faculty member will be released from teaching. A course from which a faculty member has been released will not necessarily be offered during the year in question by contract faculty or reassignment of fulltime faculty. There may instead be a reduction in the number of courses offered by a Division/program.

## **ARTICLE 21           WORKING CONDITIONS**

- 21.1 The Employer shall provide each Member with a furnished, private, single-occupancy office, with a telephone and office supplies as are reasonably necessary for Members to perform their duties and responsibilities. This Article does not apply to expenses that are covered by the Faculty Development Allowance.
- 21.2 The Employer's provision of Information Technology services to the members shall be limited to: registering the faculty member's computer IP address and providing computing infrastructure in the Member's Brescia office that will permit access to email, library resources, course management tools (OWL Sakai system) and internet services.
- 21.3 The Employer shall provide Members with parking which may or may not be provided free of charge depending on current University practices and policies.
- 21.4 To further assist members with the performance of their individual duties and responsibilities, the Employer shall provide members with:
- (a) photocopier and library access;
  - (b) a secure mailbox; and,
  - (c) mail services.

- 21.5 When a member plans on being absent due to sabbatical, parental leave, research or other leaves, for a minimum of two consecutive academic terms, that member may be required by the Employer to temporarily share her/his office with other faculty as required. Similarly, if a member's workload should be reduced for any reason, that member may be required to share his/her office.

**ARTICLE 22 DIVISIONAL CHAIRS AND DEPARTMENTAL/PROGRAM COORDINATORS**

22.1 Appointment and Responsibilities of Division Chairs and Departmental/Program Coordinators:

- (a) Division Chairs and Departmental/Program Coordinators must hold a full-time tenured position in one of the disciplines represented in the Division and will hold the rank of Assistant Professor, Associate Professor or Full Professor.
- (b) Normally, the term of office of a Chair of a Division other than Food and Nutritional Sciences shall be a maximum of three (3) years, and the term of office may be renewed. Normally, the term of office of a Chair of Food and Nutritional Sciences shall be a maximum of five (5) years, and the term of office may be renewed.
- (c) When the position of Division Chair or Department/Program Coordinator is expected to fall vacant, the Academic Dean shall convene a meeting of the Division/Department/Program, and shall conduct an election whereby the full-time faculty elect the Chair/Coordinator. The election procedures shall include the following provisions:
  - (i) Vote shall be conducted by secret ballot. The successful candidate is the one who receives the majority of votes cast.
  - (ii) the outcome of the vote shall constitute a recommendation, which will be submitted to the Dean for approval. The Dean shall discuss the recommendation with the Principal. If the recommendation is rejected, another election shall be held to elect a different candidate;
  - (iii) if there is no candidate willing to stand for election, the Academic Dean shall appoint the Chair, although any Member may refuse to serve as Chair.

22.2

Where applicable, Chairs and Coordinators, in consultation with the Academic Dean, shall meet and discuss a fair and equitable distribution of duties. The duties of the Chair/Coordinator include but are not limited to:

- (a) ensuring Division/Department/Program policies are formulated and followed; that policies, procedures and regulations set by Brescia and/or Western University are followed;
- (b) providing academic and administrative leadership within the Division/Department /Program; representing the Division/ Department /Program to other areas of the University; and working to achieve, in cooperation with the Division/Department/Program, Academic Dean and other bodies of the University, progress and development in all matters affecting the academic life of the Division/Department/Program and the University;
- (c) supervising generally the programs and progress of students in the Division/Department/Program;
- (d) meeting on a regular basis with the Academic Dean to review the operation of the Division/Department/Program;
- (e) initiating recommendations relating to Division/Department/Program appointments and renewals;
- (f) consulting with Division/Department/Program Members on their sabbatical requests and participating in the sabbatical request process as outlined in Article 13;
- (g) calling and presiding over meetings of the Division/Department/Program as required;
- (h) dealing knowledgeably, with fairness, and in a considerate manner with individual students and colleagues;
- (i) adjudicating eligibility of students for progression and graduation;
- (j) recommending course offerings and teaching assignments to the Academic Dean following consultation with faculty members within the Division/Department/Program;
- (k) forwarding recommendations for the hiring of contract faculty to the Academic Dean;
- (l) bringing to the attention of the Division/Department/Program for discussion and action matters pertaining to the work and efficiency of the Division/Department/Program; and after consultation with the

Division/Department/Program, ensuring that proposals requiring approval are brought forward;

- (m) submitting to the Academic Dean, in writing and after consultation with the Division, an estimate of the Division's budgetary needs for the ensuing year;
- (n) other duties as may be assigned and/or required that are not in conflict with this Agreement.

### 22.3 PROCEDURES FOR REVIEW AND REMOVAL OF CHAIRS/COORDINATORS:

- (a) The Academic Dean will conduct an annual review of the performance of each Chair/Coordinator. The review will include a consultation process which will include the solicitation of feedback from faculty members within the Division/Department/Program and, where appropriate, feedback from other Division Chairs/Coordinators and/or staff who are familiar with the Chair's /Coordinator's work. Each Chair/Coordinator will receive a copy of his/her annual review by October 1 of the year following the year considered in the review.
- (b) The Academic Dean may decide that the Division Chair / Program Coordinator's performance as Chair/Coordinator is not satisfactory. Normally this decision would not be made until after completing the procedures outlined in 22.3(a). Following this, the Academic Dean may conclude that it is necessary to terminate the Chair/Coordinator's appointment before the end of the Chair/Coordinator's term of appointment. In such a case, the following procedures shall be followed and the member may choose to be accompanied by a BFA representative at any or all stages of these procedures:
  - (i) Prior to any decision being communicated to the Chair/Coordinator, the Academic Dean will meet with the Chair/Coordinator to discuss the factors that have led to consideration of removal. The Academic Dean may allow the Chair/Coordinator to continue with the appointment pending correction of any identified performance issues.
  - (ii) After the discussion with the Chair/Coordinator and depending on the nature of the identified performance issues, the Academic Dean may meet with the Division, Department, or Program members regarding the issue. If the Dean continues to believe that removal from office is necessary,



he/she shall give his/her reasons in writing to the Chair/Coordinator.

- (iii) The Chair/Coordinator shall have an opportunity to address the Dean's reasons at a Division, Department, or Program meeting
  - (iv) The Dean shall, in consultation with the Principal, decide whether to terminate the appointment. The Dean shall advise the Chair or Coordinator in writing, with a copy to the Union, whether he/she is to continue in office or has been removed from office, specifying the reasons for removal.
- (c) The faculty members of a Division/Department/Program may make a formal request for reconsideration of the suitability of a Chair/Coordinator to the Academic Dean. Normally, such a request cannot be made during the first year of the appointment.
- (i) The formal request must be in writing, setting out the particulars of the grounds for reconsideration of the Chair/Coordinator's appointment and must be signed by at least one-half of the full-time faculty members within the Division/Department/Program.
  - (ii) Upon receipt of a formal reconsideration request, The Academic Dean will provide a copy to the Chair/Coordinator and give him/her an opportunity to respond to it. If the issue(s) are not resolved at this stage, the Academic Dean must develop a resolution process, which may involve the appointment of a mediator, with the aim of resolving the issue to the mutual satisfaction of the parties involved. Where attempts to resolve the issue are unsuccessful, the Academic Dean will decide on whether or not the Chair/Coordinator's appointment will be rescinded.
- (d) At any time in this process, the Chair or Coordinator may submit his/her resignation.
- (e) Following resignation or removal from office, the Chair/Coordinator will no longer receive a Chair/Coordinator stipend. In the event of a removal from office, there shall be no adjustment in his/her teaching workload for the duration of the current academic term but in situations where the Chair resigns any adjustment to his/her workload will be reinstated effective the date of the resignation.

- (f) If the Chair/Coordinator is of the opinion that he/she does not have the support of Division Department, or Program Members, he/she may call upon the Academic Dean to conduct a vote of confidence. In this case, the Chair/Coordinator shall provide the Academic Dean and the Members of the Division/Department/Program with a written statement of reasons for calling for the vote.
- (g) Following the resignation or removal of a Chair or Coordinator, the Academic Dean shall appoint a new Chair/Coordinator or an Acting Chair/Coordinator, as appropriate.
- (h) Unless the removal of a Chair or Coordinator is for cause, the review and removal of a Chair/Coordinator is non-disciplinary in nature and cannot be used in any way as part of a disciplinary investigation or decision under Article 15 – Disciplinary Measures, and no documentation shall be retained in the Member’s Personnel File nor used in any process or procedure including, but not limited to, probationary appointment renewal, tenure, promotion, leave application, sabbatical request, or discipline.

22.4 ACTING CHAIRS AND ACTING DEPARTMENTAL/PROGRAM COORDINATORS:

- (a) No Member shall be so appointed without his/her consent.
- (b) If the Chair/Coordinator is on leave of absence or otherwise unable to fulfil the duties of Chair/Coordinator for a period of longer than one month and less than or equal to twelve (12) months’, the Academic Dean shall appoint an Acting Chair/Coordinator in accordance with Article 22.1. The Acting Chair/Coordinator shall receive course release(s) or the Chair/Coordinator’s stipendiary equivalent, on a pro rata basis, in accordance with this article. If the Chair/Coordinator is on leave of absence or otherwise unable to fulfil the duties of Chair/Coordinator for a period of longer than twelve (12) months’, he/she shall resign as Chair/Coordinator, and the Academic Dean will appoint a new Chair/Coordinator, in accordance with Article 22.1.

22.5 WORKLOAD VARIATION AND STIPEND:

- (a) Faculty Members who accept an appointment as a Division Chair are entitled to either a monetary stipend of \$ 12,000 each year or a 1.0 course release in lieu of the stipend each year. This course release would be in addition to any release granted under Article 20.3. However, Chairs will normally teach a minimum of 1.0 course per

year, regardless of the number of course releases for which they qualify.

- (b) In Divisions where there is/are Program/Department Coordinator(s), the Coordinator(s) will each receive a stipend of \$ 3,000.
- (c) On the condition that the Chair of the Division of Food and Nutritional Sciences also fills the role of Director of the Graduate Program, he/she shall teach 0.5 courses each academic year and shall receive an annual stipend of \$12,000.
- (d) Faculty members serving appointments as Division Chairs or Program Coordinators cannot teach on an overload basis without special permission from the Academic Dean.

## **ARTICLE 23            BARGAINING STATUS OF ADMINISTRATORS**

23.1 Administrators are eligible for appointment to academic positions provided they meet the standards for academic appointments established pursuant to this Agreement or have been awarded an equivalent position at a previous institution.

23.2

- (a) A Member appointed to a position excluded by this Agreement shall, upon cessation of the contract, regardless of reason, retain their academic position and enter the Bargaining Unit. Any termination of the Member's academic appointment shall be in accordance with the terms of this Agreement.
- (b) The salary and benefits of an administrator entering or re-entering the Bargaining Unit shall be governed solely in accordance with the terms of this Agreement.
- (c) The Member's length of service for the purpose of this Agreement shall continue to accrue for the duration of such appointment for all relevant purposes, except Sabbatical.

23.3 When the Employer appoints a Member to an administrative position excluded from the Bargaining Unit defined under this Agreement, the Academic Dean shall consult with the affected Division to determine how the Member's former teaching load will be reorganized or reallocated.

23.4 Administrators hired from outside the university shall be appointed at a rank and tenure status negotiated at the time of hire. For all administrators, any tenure and/or promotion decisions made subsequent to the time of hire shall be in accordance with the criteria established in this Agreement upon recommendation of the Tenure, Promotion and Leave Committee.

**ARTICLE 24            VACATION**

- 24.1            The annual vacation entitlement for Members with an appointment duration of one (1) year or more shall be one (1) month.
- 24.2            Vacation shall be scheduled at times mutually agreed upon by the Member and his/her Division Chair, or, in the case of the Division Chair, the Academic Dean.
- 24.3            Vacation entitlement shall be exhausted during the academic year in which it is earned. Vacation entitlement shall be exhausted prior to termination or retirement.
- 24.4            Unused vacation will not be carried forward and will not be paid out.

**ARTICLE 25            LEGAL LIABILITY**

- 25.1            The Employer shall maintain liability insurance applicable to civil claims against Members acting within the scope of their employment.
- 25.2            The Employer shall provide the Association with a copy of the insurance policy.

**ARTICLE 26            HEALTH AND SAFETY**

- 26.1            The Employer and the Association agree that the protection of the health and safety of Members and other persons in the workplace is an important matter of mutual concern and that both the Employer and the Members have responsibilities as delineated in the *Occupational Health & Safety Act (OHSA)*.
- 26.2            RESPONSIBILITIES OF THE EMPLOYER
  - 26.2.1.        The Employer shall maintain a Joint Health & Safety Committee with broad representation from all sectors of the University, including at least one (1) person appointed by the Association;
  - 26.2.2.        The Employer shall comply with the provisions of the *OHSA*;
  - 26.2.3.        In keeping with these provisions, the Employer reserves the right to establish and enforce such standards, rules, regulations, policies, and procedures as may be considered necessary for workplace health and safety;
  - 26.2.4.        The Employer shall inform all Members of any standards, rules, regulations, policies, and procedures established by Brescia to protect the workplace health and safety of employees;

26.2.5. The Employer will co-operate with the Association in making every reasonable provision for the safety, health and security of Members;

26.2.6. The Employer will take reasonable measures to maintain the security of the buildings and grounds while at the same time maintaining reasonable access for Members who have a need for such access at times other than during regular working hours.

26.3 RESPONSIBILITIES OF MEMBERS

26.3.1. Members shall follow safe working practices and work in compliance with the provisions of the *OHSA* and in compliance with the standards, rules, regulations, policies, or procedures specified by the Employer. Each Member shall also insist that all persons under their supervision follow the same standards, rules, regulations, policies, and procedures, and shall notify the employer of any non-compliance.

**ARTICLE 27 SALARIES**

Formula and Multipliers

The formula to calculate basic salary amounts shall be:

$$\text{Basic salary} = [\text{salary floor}] + [(\text{PTR}) \times (\text{years of service}) \times (\text{multiplier})]$$

The multipliers shall be as follows:

Lecturer	.80
Assistant Professor	1.00
Associate Professor	1.05
Full Professor	1.10

Lump sum payment

2.0% of 2013-14 salary as determined by the formula above shall be paid as a one-time lump sum payment to all Members following ratification of this agreement. Only BFA Members employed by Brescia at the time of ratification are eligible for this payment.

Salary floor

For tenured and tenure-stream Assistant, Associate and Full Professors, there shall be a 0% increase in 2011-12 and 2012-13, a 0.5% increase in 2013-14, a 2% increase in 2014-15, and a 2.25% increase in 2015-16. Salaries floors for such faculty shall be:

	<u>Salary floor</u>
2011-12	\$65,599
2012-13	\$65,599
2013-14	\$65,927
2014-15	\$67,246
2015-16	\$68,759

For Lecturers there shall be a 0% increase in 2011-12 and 2012-13, a 0.5% increase in 2013-14, a 2% increase in 2014-15, and a 2.25% increase in 2015-16. Salaries floors for such faculty shall be:

	<u>Salary floor</u>
2011-12	\$60,599
2012-13	\$60,599
2013-14	\$60,902
2014-15	\$62,120
2015-16	\$63,518

Progress Through the Ranks (PTR)

There shall be a 0% increase in PTR for faculty at all ranks in 2011-12 and 2012-13, a 0.5% increase in 2013-14, a 2% increase in 2014-15, and a 2.25% increase in 2015-16. PTR shall be as follows:

	<u>PTR</u>
2011-12	\$2234
2012-13	\$2234
2013-14	\$2245
2014-15	\$2290
2015-16	\$2342

Salary Caps

There shall be a 0% increase in salary caps for faculty at all ranks 2011-12 and 2012-13, a 0.5% increase in 2013-14, a 2% increase in 2014-15, and a 2.25% increase in 2015-16. The salary caps shall be as follows:

	2011-12	2012-13	2013-14	2014-15	2015-16
	<u>Salary Caps</u>				
Lecturers	\$ 85,972	\$ 85,972	\$ 86,402	\$ 88,130	\$ 90,113
Assistant Professors	\$101,494	\$101,494	\$102,001	\$104,041	\$106,382
Associate Professors	\$114,629	\$114,629	\$115,202	\$117,506	\$120,150
Full Professors	\$121,793	\$121,793	\$122,402	\$124,850	\$127,659

Salaries for faculty on sabbatical

Faculty on sabbatical shall continue to receive 90% of their salary while on sabbatical.

**ARTICLE 28            RESOURCES IN SUPPORT OF TEACHING, RESEARCH AND SERVICE**

28.1            FACULTY DEVELOPMENT ALLOWANCE (FDA)

There shall be no increase in the Faculty Development Allowance in any year of the agreement. The FDA shall remain at \$1995.

Appendix B outlines how the FDA shall be administered.

28.2            START-UP ALLOWANCE (SA) FOR NEW TENURE-STREAM FACULTY

All new tenured and tenure-stream hires are eligible for a one-time payment of up to \$1500 to cover start-up costs for things such as computer hardware, software, professional association memberships, etc.

Appendix B outlines how the SA shall be administered.

28.3            CONFERENCE / WORKSHOP / RESEARCH TRAVEL ALLOWANCE (CWRTA)

There shall be no increase in Conference/Workshop/Research Travel Allowance in any year of the agreement. The total annual eligibility shall remain at \$1500.

There are no carry forward provisions for the CWRTA.

Up to \$1500 from the annual fund is available annually for expenses for:

- (a) faculty who present papers or posters at academic conferences, or who act as conference session organizers, chairs, discussants or judges; and/or
- (b) faculty who lead or organize academic workshops.

Up to \$700 from the annual fund is available annually for expenses:

- (c) to participate in academic workshops that the faculty member does not lead or organize; and
- (d) for travel to obtain access to documents, research subjects or other resources essential to faculty research.
- (e) to attend academic conferences at which the faculty member does not present a paper or a poster, or does not act as a session organizer, chair, discussant or judge;

Appendix B outlines how the CWRTA shall be administered.

#### 28.4 THE NATURE OF THESE RESOURCES:

The FDA, the SA and the CWRTA are understood to be non-taxable allocations of resources by Brescia to individual faculty members for reimbursement of employment expenses incurred in support of teaching, research and community/professional service subject to change in CRA taxation rules and provisions. Materials purchased with these funds are the property of Brescia University College. All claims will be reimbursed in accordance with Brescia policies (see Appendix B - #7).

## **ARTICLE 29 PENSION**

In the years 2011-12 and 2012-13 the employer-paid portion of the pension plan will be 6% of a faculty member's regular salary, which includes administrative stipends, sabbatical pay, and top-ups to Employment Insurance income paid while on Pregnancy and/or Parental/Adoption leave. In 2013-14, 2014-15 and 2015-16 it shall be 6.5%. In all years of this agreement faculty will pay 5% of their regular salary into their pension fund.



**ARTICLE 30            MEDICAL, DENTAL AND INSURANCE BENEFITS**

The employer will pay 75% of employee medical and dental premiums in each year of the agreement.

The employer will pay 60% of the life, accidental death and dismemberment, and short- and long-term disability insurance premiums in each year of the agreement.

**ARTICLE 31            RETIREMENT**

31.1            ELIGIBILITY

A full-time faculty member may retire if he or she has tenure at Brescia, has reached the age of 55 years, and has completed 10 years of full-time service at Brescia.

31.2            EMPLOYMENT OPTIONS

Upon becoming eligible for retirement, faculty may continue to work full-time; fully retire or choose partial retirement. Written notice shall be submitted to the Academic Dean no later than October 1<sup>st</sup> of the academic year preceding the year in which the retirement will begin. When notice of partial retirement is given, the faculty member must specify the number of courses s/he will teach.

31.3            Partial Retirement

A faculty member who is eligible for retirement may choose to enter into partial retirement.

31.3.1.        Partial retirement involves working with a reduced course load of 0.5 to 2.0 courses per year.

31.3.2.        A faculty member who has chosen partial retirement may not normally revert to full-time status.

However, a faculty member who has chosen partial retirement and has been employed in that capacity may have their course load changed and remain in partial retirement if the course load change is mutually agreed upon by the faculty member and the Academic Dean. The faculty member or the Academic Dean may refuse a request for a change in course load for any reason.

31.3.3.        DEFINITIONS:

(a)            “Nominal salary” means the salary that would be paid to the faculty member if s/he were working full-time;

(b) “Pro-rated salary” refers to the salary calculated under 43.3.5 below.

31.3.4. A partially retired faculty member’s salary will be pro-rated according to the number of courses s/he is teaching and her/his nominal salary. The formula to be used for partial retirement assumes that the faculty member’s normal workload is 8 courses over 3 years. In any particular year, a partially retired faculty member’s pro-rated salary will be determined by the following formula:

$$\frac{n}{8} \times 3 \times s$$

where “n” stands for the number of courses taught in that year, and “s” stands for the faculty member’s nominal salary. For example, consider the case of a partially retired faculty member who teaches only one course. Suppose her/his nominal salary that year is \$90,000. Her/his pro-rated salary would be:

$$\frac{1}{8} \times 3 \times \$90,000 = \$33,750$$

#### 31.4 COMPENSATION AND BENEFITS

31.4.1. Faculty who are eligible to retire under Article 31.1 but who choose to be employed full-time:

- (a) shall receive the same: salary rates; resources in support of teaching, research and service; and medical and dental benefits as other full-time faculty;
- (b) shall receive the same life insurance benefits, and accidental death and dismemberment coverage, as other full-time faculty;
- (c) shall receive the same long-term disability coverage as other full-time faculty until they reach the age of 65 years, at which time those benefits shall cease on the faculty member’s 65<sup>th</sup> birthday; and
- (d) shall continue to receive the same employer contributions to the pension plan as other full-time faculty, and will continue to make the same defined employee contributions to the pension plan as other full-time faculty, until they are no longer entitled to do so due to the age restrictions for RRSP and pension contributions specified in federal legislation.

31.4.2. Faculty who are partially retired under Article 31.3:

- (a) shall receive a pro-rated salary as determined by Article 31.3.4 above; their FDA and the CWRTA shall be similarly pro-rated; for example, if a faculty member is teaching one course, s/he will be entitled to 3/8 of their normal FDA and CWRTA funds;

- (b) shall be eligible to receive the same medical and dental benefits as full-time faculty; with the amount paid by the Employer to be pro-rated to the number of courses being taught. For example, a partially retired faculty member teaching 1.0 courses shall receive 3/8 of the 75% subsidy for medical and dental premiums received by full-time faculty.
- (c) shall receive the same life insurance benefits, and accidental death and dismemberment coverage, as full-time faculty; with the amount paid by the Employer to be pro-rated to the number of courses being taught. For example, a partially retired faculty member teaching 1.0 courses shall receive 3/8 of the 60% subsidy for Group Insurance premiums received by full-time faculty.
- (d) shall receive the same long-term disability coverage as full-time faculty until the age of 65 years, at which time those benefits shall cease; with the amount paid by the Employer to be pro-rated to the number of courses being taught. For example, a partially retired faculty member teaching 1.0 courses shall receive 3/8 of the 60% subsidy for long-term disability premiums received by full-time faculty.
- (e) will receive employer contributions to the pension plan at the same percentage of salary as full-time faculty, and will make defined employee pension contributions at the same percentage of salary as full-time faculty, until they are no longer entitled to do so due to the age restrictions for RRSP and pension contributions specified in federal legislation;
- (f) will continue to get all other, non-monetary benefits received by full-time faculty, including but not limited to office space (with access appropriate for their work load), secretarial assistance, e-mail, and library privileges;
- (g) will not be eligible for sabbatical leaves.

31.5 Fully-retired faculty:

- (a) will not be eligible to continue in the College medical and dental benefits programs;
- (b) will not be eligible for life, accidental death and dismemberment, or short- and long-term disability insurance benefits from the College;
- (c) may, subject to contract faculty hiring procedures, teach courses at Brescia as contract faculty, with compensation at the top level of contract faculty stipends;



In the event that a Pregnancy or Parental/Adoption Leave coincides with some or all of a Sabbatical Leave, the Member is entitled to a modification or postponement of the Sabbatical Leave.

In view of the fact that the birth or adoption of a child may reduce a faculty member's time for research and other duties, and hence place her or him in an unfavourable position with respect to a pending tenure, promotion or renewal of probationary contract decision, the faculty member may elect to defer such a decision for a maximum of one year.

Application for Pregnancy and/or Parental/Adoption Leave shall be made in writing to the Academic Dean, with a copy to the applicant's Chair.

As relevant legislation is amended or introduced, the Pregnancy and/or Parental/Adoption Leave policy at the College will be amended accordingly, provided the new legislation exceeds the provisions contained in this agreement.

Parental/Adoption Leave is not provided when a faculty member establishes a spousal relationship with an individual who already has a child or children and the member subsequently adopts the child or the children.

32.3

PREGNANCY AND PARENTAL/ADOPTION BENEFITS

A faculty member with one or more years of service at Brescia who qualifies for Pregnancy and/or Parental/Adoption Leave and who qualifies for Employment Insurance Benefits is entitled to a maximum of twenty-one (21) weeks (inclusive of the Employment Insurance waiting period) of paid leave at 95% of the faculty member's regular salary, with the employer paying the difference between the Employment Insurance benefits and 95% of salary.

In the case where both parents are employed by the College, the twenty-one (21) weeks of paid leave referred to in the paragraph above may be taken by one parent or shared between the two parents, but shall not exceed a total of twenty-one (21) weeks for both parents combined.

**ARTICLE 33            MOVING COSTS**

All faculty appointed to tenured or tenure-stream positions are eligible for a \$1500 reimbursement for moving expenses at the time of their appointment to Brescia, and may request additional reimbursement from administration where warranted.

**ARTICLE 34            READING COURSES**

For the length of this contract, reading courses shall be remunerated as follows:

.5 course	\$300
1.0 course	\$600

**ARTICLE 35            EVENT FUND**

The BFA shall receive \$500 in each of the three years of the contract to subsidize its members' attendance at Brescia-sponsored events such as the Brescia Ball.

.

Upon ratification by the Brescia Faculty Association and the Brescia University College Council of Trustees, this Collective Agreement shall be deemed a contract between Brescia University College and all members of the Brescia Faculty Association.

For Brescia University College

For Brescia Faculty Association

---

Elizabeth Hewitt – Coordinator  
BUC Council of Trustees

---

Dr. Edward Bell – Chief Negotiator  
BFA Negotiating Committee

---

Lynn Livingstone – Chair  
BUC Employee Relations Committee

---

Dr. Dennis Hudecki – BFA President  
BFA Negotiating Committee

---

Dr. Colleen Hanycz – Principal  
Brescia University College

---

Dr. Danielle Battram  
BFA Negotiating Committee

---

Dr. Paula Dworatzek  
BFA Negotiating Committee

---

Dr. Jennifer Sutton  
BFA Negotiating Committee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between

Brescia Faculty Association

and

Brescia University College

Subject to ratification of the Collective Agreement, the Parties agree that the Joint Committee shall establish the criteria described in Article 11.3.3.3 and Article 11.4.3.

For the Brescia Faculty Association

For the Employer

---

---

---

---

---

---

---

Date



**APPENDIX A**

**ANNUAL FACULTY PERFORMANCE REPORT  
BRESCIA UNIVERSITY COLLEGE**

To be completed by BFA member pursuant to Article 10.8.4.

### A. General Information

Academic Year in Review: July 1- June 30, 20\_\_\_\_

Name:		
Date:		
Rank as of July 1:		
Workload Stream: (circle one)	Balanced	Teaching Specialized

A. Please complete the following as appropriate:

#### 1. Teaching and Educational Leadership

a) List the courses you taught in the past academic year indicating whether they were taught as part of the normal load for your teaching stream or as overload.

Course(s) taught:	Normal load OR Overload:

If you did not teach a normal load, indicate why:
---

b) Activity Report

<b>Activity Type:</b>	<b>Check (x) each activity performed:</b>	<b>Comments:</b>
1. Achieved a mean or median score of at least 4.0 on all Brescia course evaluations for the item "All things considered, teaches effectively."		
2. Teaching Awards, including Dean's Honour Role of Teaching		
3. New course developed and approved for calendar inclusion		
4. Development of new module		
5. Taught independent study/reading course		
5. Taught a course or courses for the first time		
6. Undergraduate thesis supervision		
7. Graduate thesis or internship supervision		
8. Guest lecture given		
9. Development of new teaching methods and materials		

Teaching and Educational Leadership Objectives for the next Review period:

**2. Research and Scholarly Activity Report**

<b>Activity Type:</b>	<b>Check (x) each activity performed:</b>	<b>Comments:</b>
1. Peer- reviewed book accepted		
2. External research grant awarded; Member is PI or Co-PI		
3. External research grant approved but not funded (e.g. 4A status with Tri-council)		
4. Peer- reviewed article accepted		
5. Book chapter accepted in peer-reviewed book		
6. Other peer-reviewed publication(s)		
7. Book submitted (currently under review)		
8. External research grant awarded; Member is Co-Investigator or Collaborator		

9. Published Abstracts		
10. External, invited research presentation		
11. External research grant application submitted, not approved or awarded		
12. Book review in academic journal accepted		
13. Editorial/refereeing services		
14. Presented unpublished, refereed paper/poster at conference		
15. Internal research grant awarded		
16. Article submitted to peer-reviewed book submitted (currently under review)		
17. Book chapter for peer-reviewed book submitted (currently under review)		
18. Other publications or works published (see Article 11.5.3(a)5)		

19. Commentator, discussant, or chair at conference		
20. Other publications or works submitted (see Article 11.5.3(a)5) (currently under review)		
21. Graduate thesis examiner or member of advisory committee		
22. Internal research grant application submitted, not awarded		
23. Attendance at academic conference(no participation)		
24. Media interview(s) or commentary		
25. Work in progress on any activity not counted above, e.g. research, data/scholarly materials gathered, producing draft of paper or book, etc.(please list)		

Research and Scholarly Activity Objectives for the next Review period:



**3. Service to the Institution Activity Report**

<b>Activity Type:</b>	<b>Check (x) each activity performed:</b>	<b>Comment:</b>
1. Chair of Division		
2. Organizer of provincial, national or international academic conference		
3. Program/Department Coordinator		
4. Member of Brescia committee or Brescia representative on external committee		
5. Chair of committee(s) acknowledged above		
6. Service to Brescia Faculty Association		
7. Formal student advising and/or liaison work		
8. Substantial service to the larger community that derives from academic area of expertise		

9. Faculty advisor to Brescia or other student organizations		
10. Contribution(s) to professional/scholarly organizations(s)		
11. Contributions to non-scholarly group/program that derive from academic area of expertise		
12. Ad hoc service, e.g. review scholarship applications, judge at Take The Lead, judge at public speaking or writing contests, etc.		
13. Other relevant service activities (please list)		

Service to the Institution Objectives for the next Review period:

**B. Personal Statement (optional)**

In this section offer any additional comments that are relevant to your performance in the year under review.

Members may refer to their performance in last three academic years if they believe that this would provide a clearer picture of their activities and accomplishments.

Comments:

## APPENDIX B

### **Guidelines for the Faculty Development Allowance (FDA), the Start-up Allowance for new tenure-stream faculty (SA), and the Conference/Workshop/Research Travel Allowance (CWRTA)**

#### 1. Professional fees for members of the Division of Food and Nutritional Sciences

The FDA will not be used for professional fees required of tenured or tenure-stream members of the Division of Food and Nutritional Sciences to maintain registration status; these will be included in the Divisional budget. This applies only to the fees required for maintaining Registered Dietitian status: College of Dietitians of Ontario and Dietitians of Canada.

#### 2. Timing

The eligibility year for these funds runs from July 1 to the following June 30. Receipts must be dated within the eligibility year. The deadline for submission of claims and receipts is the following July 15<sup>th</sup>.

#### 3. Allowable Expenses for the FDA

The FDA can be used for books, journal subscriptions, association dues, academic conference or workshop registration fees, professional supplies, courses, travel, and other purposes related to the professional and intellectual development of a faculty member. It may be used to purchase computer hardware and/or software, servicing and repairs to computer equipment, and computer supplies.

#### 4. Allowable Expenses for the SA

Allowable expenses for this fund shall be the same as those for the FDA.

#### 5. Allowable Expenses for the CWRTA

The CWRTA is to be used to cover expenses arising from attending academic conferences or workshops, such as transportation, meals, accommodation, registration fees, etc., and for comparable expenses incurred when travel is necessary for faculty research.

## 6. Carry Forward Provisions

- (i) The SA shall have no carry forward provisions.
- (ii) The CWRTA shall have no carry forward provisions.
- (iii) A faculty member whose employment with the College is continuing into the next academic year may:
  - a) carry forward surplus FDA expenses to the next academic year, up to a maximum equivalent to the FDA limit of the latter academic year; or
  - b) carry forward unspent portions of the FDA, up to a maximum equivalent to the FDA limit of the academic year in which the unspent funds were accumulated.

## 7. Claiming Expenses

Faculty can claim reimbursement for expenses by submitting the *Expense Report* form. This form is available on the Brescia website at:

([www.uwo.ca/brescia/insidebrescia/fr/2013/Expense\\_Reimbursement\\_form\\_HST\\_GENERAL1.xls](http://www.uwo.ca/brescia/insidebrescia/fr/2013/Expense_Reimbursement_form_HST_GENERAL1.xls)).

Expenses can only be claimed *after* the event for which the expenditure is made, and claims must be accompanied by original receipts and appropriate documentation.

CWRTA expense claims are subject to the Brescia *Expense and Travel Policy*, found at:

[http://www.brescia.uwo.ca/about/governance/policies\\_and\\_procedures/documents/policy-expense-travel.pdf](http://www.brescia.uwo.ca/about/governance/policies_and_procedures/documents/policy-expense-travel.pdf)

The claim forms and supporting receipts must be submitted to the Academic Dean for approval. Credit card receipts which do not document the items/service purchased must be accompanied by an explanation. Following approval, the Academic Dean will forward the claim forms and receipts to the Business Office.