

COLLECTIVE AGREEMENT

BETWEEN:

**THE UNIVERSITY OF SUDBURY/UNIVERSITÉ DE SUDBURY
(hereinafter referred to as “the Employer”)**

and

**THE LAURENTIAN UNIVERSITY FACULTY ASSOCIATION
(hereinafter referred to as “the Union” or “the Association”)**

EXPIRY: 30 June 2012

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ARTICLE 0 - PREAMBLE

0.01 The Parties recognize the Catholic heritage and character of the University, and acknowledge its Statement of Mission.

The following principles provide the context for this Collective Agreement:

- (a) Faculty members have a special responsibility as teachers to promote, or at least to respect, the Catholic identity of the University;
- (b) All faculty members are to recognize and respect the distinctive Catholic identity of the University;
- (c) The Parties recognize that the University is an independent autonomous institution, notwithstanding the Federation Agreement with Laurentian University and the commitments arising there from.

0.02 Academic freedom

- (a) As the fundamental objective of the University is the search for new knowledge and the free dissemination of what is known, academic freedom is essential to its teaching and research activities. The Parties acknowledge their commitment to the pursuit of truth, the advancement of learning, and the creation, interpretation, preservation and dissemination of knowledge. To this end, they agree to abide by the principle of academic freedom, defined as the freedom to examine, question, teach and learn, including the right to investigate, speculate and comment publicly, to carry out research and to disseminate the results thereof. However, in doing so they shall maintain the proper academic tradition of reasonable discussion.
- (b) Faculty members shall be: free in the choice and pursuit of research and in publishing the results and conclusions thereof; free in the choice and pursuit of teaching methods and content without deference to prescribed doctrine, consistent with the explicit rights and responsibilities of Senate; free to state their professional views on matters relating to their discipline, free to discuss and criticize, including respectful criticism of the Employer, the Union, and any public or private institution; and free from institutional censorship.
- (c) Academic freedom does not require neutrality in expression or attitude, nor does it preclude commitment on the part of the individual. Rather, academic freedom makes commitment possible. Academic freedom does not confer legal immunity, nor does it diminish the obligations of members to perform satisfactorily their duties and responsibilities in their capacity as professors of the University.
- (d) The viability of, and the protections provided by, the principle of academic freedom are not absolute, but depend upon a collective commitment of Members to exercise that principle in a manner consistent with their scholarly obligations as professors to

base research and teaching on an honest and responsible search for knowledge and to uphold the norms of civil discourse, especially with regard to criticism, which in the academic setting is respectful, constructive, *ad rem*, reasonable, balanced, and fair in the use of evidence.

- (e) Academic freedom also carries the responsibility to respect the right of other members of the academic community – faculty, staff and students – to express their opinions. The Parties agree that, in their exercise of academic freedom, they will not infringe upon or abridge the academic freedom of any member of the University community, nor the basic right of students to acquire the knowledge and skills relating to the course being taught.
- (f) The Employer shall respect the right of each Member to disagree respectfully with academic or administrative decisions. However, criticism of, or advocacy of changes in, the policies, programs or administrative practices of the University shall be in the proper tradition of reasonable discussion, and consistent with established procedures.
- (g) The Employer shall not supervise or restrain, nor will it assume responsibility for, what is expressed by a Member acting as a private citizen. However, as scholars, professors shall exercise good judgment and shall make it clear that they are not acting on behalf of the University.
- (h) For the good of the University community as a whole, the Parties recognize and accept their mutual responsibility for the development and maintenance of a culture of academic freedom and the intellectual freedom implied therein.

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – BILINGUALISM

2.01 The University is committed to the fulfilment of its role as a bilingual institution of higher learning. The Employer and the Union pledge themselves to the maintenance and promotion of the English and French languages.

2.02 Consistent with the commitment in Article 2.01, the Employer recognizes the right of all members to communicate directly (orally and in writing) with all academic and administrative services of the University in the official language of their choice for all official transactions.

- 2.03 The two parties shall have the right to be heard in either of the official languages, and to require the translation of any official materials arising out of this Collective Agreement.
- 2.04 Both the French and the English versions of the collective agreement shall be the official and definitive versions. Both parties may use either the English or the French version in any proceedings arising out of the collective agreement, and shall apply the version of the collective agreement in which formal grievance/arbitration proceedings were initiated.
- 2.05 The parties agree to co-operate to have the collective agreement translated within 90 days from the version negotiated at the bargaining table into the other language. The parties will share equally the cost of the translation.

ARTICLE 3 – WORKPLACE ENVIRONMENT

3.01 No Discrimination – Human Rights Code

The Parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any member in regard to salaries, rank, appointment, promotion, tenure, re-appointment, dismissal, leaves, fringe benefits, or any other matter arising from this Agreement, because of race, creed, colour, age as defined in the Ontario Human Rights Code, sex, nationality, language, ancestry, place of origin, sexual orientation, physical handicap, marital or family status except where such status places the individuals in a conflict of interest. This provision will not apply where discrimination is permissible, or mandated under any statute.

3.02 No Discrimination – Union Activity

The Parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of any employee's membership or non-membership in the Union or because of an employee's activity or lack of activity in the Union.

3.03 The Parties acknowledge and agree to abide by the University of Sudbury policy, Resolution of Human Rights Issues (Anti-harassment).

3.04 The Parties acknowledge and agree to abide by the *Occupational Health and Safety Act*.

3.05 The Parties agree to co-operate in achieving policies and practices aimed at improving security of the physical assets of the University and the personal possessions of members on University premises.

3.06 Support and Facilities

(a) Full-time

In order to ensure that full-time members meet the expectations as listed in Article 10.01, the Employer undertakes to provide members with access to such facilities and support services as it reasonably determines is appropriate. The Employer recognizes the necessity to provide support whenever it places concomitant demands

on members. The Employer will continue its current practice of supplying computers to full-time members.

(b) Sessional

The Employer undertakes to provide sessional appointees with shared office space and access to such other facilities and support services as it reasonably determines is appropriate. The Employer recognizes the necessity to provide support whenever it places concomitant demands on sessional appointees.

ARTICLE 4 – RECOGNITION

4.01 Bargaining unit scope

The Employer recognizes the Union as the certified bargaining agent for all full and part-time academic staff including professional librarians employed by the Université de Sudbury/University of Sudbury in the City of Greater Sudbury save and except the President, Vice-Chancellor, Registrar, Treasurer, Chaplain, and the University Librarian/Library Director.

4.02 The Parties acknowledge that the University benefits when it recognizes Emeritus, Adjunct, and/or Visiting Professors. Such individuals shall be excluded from the bargaining unit unless they are employed to engage in Academic Activity other than research, scholarly and creative activities. They would then be appointed under Article 11.05(a), Limited Term or under Articles 11.07 and 11.08 regarding Sessional Appointments, as appropriate.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Association recognizes that the Employer has retained and shall possess and exercise all rights and functions, powers, privileges and authority that the Employer possessed prior to the signing of this Agreement with the Association, excepting those that are clearly and specifically relinquished or restricted in this Agreement, or modified by statute. The Employer undertakes that all rights and functions, powers, privileges and authority shall be exercised in a manner consistent with the provisions of this Agreement.

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

ARTICLE 6 – ASSOCIATION RIGHTS AND PRIVILEGES

6.01 Election of Union representatives

The Employer acknowledges the right of the Association to appoint or elect representatives according to its Constitution. The Association shall notify the Employer in writing of the names of its constituted representatives upon their election. The Employer shall not be required to recognize any representative until such notification from the Union has been received.

6.02 The Employer recognizes election as a Union representative as part of any member's University, Professional and Community Service, as per Articles 10.04, which includes service on a University committee where Union representation is required by this Agreement, and 10.05, which includes Union representation in any other capacity.

6.03 The Employer shall recognize Union representation (with voting rights) on the following University bodies:

(a) 1 representative on the University of Sudbury Health and Safety Committee;

(b) 1 representative on the University of Sudbury Human Rights Advisory Committee.

6.04 The Employer shall grant to the duly elected President of LUFA-US a course reduction equivalent to one half course (3 credits) in each year of the term of the President of LUFA-US. The first workload reduction shall take effect in the regular academic year subsequent to the election of the President of LUFA-US. If and when a Sessional appointment is made for the teaching duties of which the President of LUFA-US has been relieved, the Association will reimburse the Employer in the amount of the half course Sessional rate.

6.05 Dues deduction

The Employer shall deduct from the salary of each Member of the Bargaining Unit, the Association's regular dues or other assessments for general Association purposes uniformly and regularly payable by a Member of the Association authorized in accordance with the Constitution and by-laws of the Association and certified in writing to the Employer by the Association. The Association shall notify the Employer, in writing, of the amount of its regular dues, and advise the Employer thirty days prior to the date of effect of any change in regular dues.

6.06 Dues remittance

The dues deducted under Article 6.05 shall be remitted in 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.

6.07 Indemnification

In consideration of the deducting and forwarding of union dues, the Union shall

indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer from any and all claims, and/or actions arising out of the collection or attempted collection of such dues as herein provided and from any claims arising from information provided by the Employer under the provisions of this Collective Agreement.

6.08 The Employer shall provide each new appointee, Tenured, Probationary, Limited Term and Sessional, with a copy of this Agreement when providing the appointee's contract.

6.09 Mail

The Association shall have access to the internal and external postal services of the University. The Association shall use stationery marked with LUFA identification in any external mail. The normal practice of charging for external mail will apply.

6.10 Meeting rooms

The Association may use meeting rooms of the University on the same basis as other University organizations. Requests for such use shall be made in advance through the designated University office.

6.11 Correspondence with members

A copy of all correspondence between the Employer and any member, arising from or related to the terms and conditions set out in this Agreement, shall be forwarded to the Association at a mailing address designated by the Association.

6.12 The Employer shall provide the Union with the following information:

(a) in October of each year:

- (i) a list showing the name, rank, category, and extra stipends of each member;
- (ii) the teaching workload of all teaching members;
- (iii) the names of members who have been granted sabbatical or any other type of leave, the name of each replacement for a member on leave, and the type of appointment of the replacement;
- (iv) the professional allowances as per Schedule A, the total amount budgeted for, requested, and expended in the previous year;

(b) within 15 days of receipt and/or approval:

- (i) a copy of the University's audited financial statements once approved by the Board of Regents;
- (ii) a copy of any letters of appointment of all new members who accept employment.

6.13 Prior to proposing any amendments to the University of Sudbury Act, the Employer will discuss the proposed amendments with the Union.

6.14 Prior to proposing any changes to the current practices and to the University of Sudbury by-laws regarding faculty membership on Senate and the Board of Regents, the Employer shall discuss the proposed changes with the Union. Such changes shall not be arbitrary or in bad faith.

ARTICLE 7 – JOINT UNION-MANAGEMENT COMMITTEE

7.01 Committee

- (a) There shall be a Joint Union-Management Committee consisting of two representatives of the Union and two representatives of the Employer.
- (b) The Committee shall meet at the request of either party to discuss matters of concern. Each party shall notify the other party of the proposed Agenda in so far in advance of the meeting as possible, but no later than one week before the meeting.
- (c) The purpose of the Joint Union-Management Committee is to discuss items of mutual concern to Administration and Faculty arising from the terms and conditions of employment. The Committee shall not have the power to alter, amend or modify the specific terms of the Agreement, nor to deal with any matter which is in the Grievance Procedure.

ARTICLE 8 – FACULTY AFFAIRS COMMITTEE

8.01 Faculty Affairs Committee

There shall be a Faculty Affairs Committee, which shall provide recommendations to the President on applications from members with respect to:

- (a) renewal of probationary appointments;
- (b) promotion;
- (c) tenure;
- (d) research or travel fund allocation, when available;
- (e) such other matters as may be referred to the Committee.

8.02 Faculty Affairs Committee Membership

The Committee shall be composed of:

- (a) One tenured member nominated by each University Department from among its members;
- (b) A senior academic administrator of the University, if and when created, holding a tenured appointment in a University Department;
- (c) The Dean of Humanities and Social Sciences of Laurentian University, non-voting;
- (d) The University Registrar, non-voting, who shall be the Chair and Committee Secretary;
- (e) One member-at-large elected from amongst the tenured full-time members of the bargaining unit. Bargaining unit members of the Committee shall serve a two-year term.

8.03 Upon request by the Union, the Faculty Affairs Committee shall meet with the Union President prior to its first meeting in September to provide an opportunity for the Union President to express the Union's opinion on the various processes in the Collective Agreement for items 8.01 (a) to (e) above and to answer any questions that the Committee may have.

8.04 Conflict of Interest

- (a) Applicants and Committee members are responsible to claim or declare a conflict of interest should one exist. Should an applicant wish to make such a claim, the applicant shall provide the Chair with written reasons for it in sufficient time and detail to allow the Committee to assess its merits. An applicant will not be allowed to make such a claim once the Committee has commenced its discussion on the applicant's application. The Chair of the Committee may raise a conflict issue in the absence of an applicant claim or committee member declaration. The Committee shall consider the claim and, should at least three members agree with the claim, the subject Committee member shall not participate in discussions on, or vote on that application.
- (b) For the purposes of this Committee, a conflict of interest means an occasion where there is reasonable apprehension that a member of the Committee could benefit or be harmed by the outcome of a decision of the Committee. It is understood that, in a small university, members and applicants will have a number of contexts in which their academic activities connect or intersect, and that claims under this section are restricted to non-trivial and exceptional cases of benefit and harm.
- (c) Two weeks prior to the Committee's consideration of any application, the Chair will send to each applicant a list of the Committee members.
- (d) Applicants for promotion will not be eligible to serve on the committee for the year in which their application will be considered.

8.05 Operating Procedures

- (a) Quorum shall consist of the Chair and a majority of the other voting members.
- (b) All votes on applications before the Committee will be written and will supply supporting reasons for the recommendation being made by the Committee member. The votes will be provided to the Secretary who will record them and draft a summary of the reasons given. The Secretary will incorporate the recommendation and reason summary into the minutes of the Committee which require approval prior to being forwarded to the President, applicant and the Union. The Minutes and written Votes shall be maintained by, and kept in the office of the Secretary.
- (c) All decisions on recommendations of the Committee shall be by majority vote. In the case of a tie, the Chair shall be granted a vote.
- (d) Anonymous material (i.e. material submitted without the author's name) will not be considered by the Committee.
- (e) Submissions concerning any member which do not name the member will not be considered by the Committee.

- (f) Members of the Committee are required to keep strict confidentiality on all matters discussed at meetings, especially the identity and comments of referees.
- (g) The Committee shall issue its recommendation on renewals, promotions and tenure no later than 15 December.
- (h) The Committee shall meet at least quarterly unless there is no business to conduct in that quarter.

8.06 Date of Application

(a) General

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

(b) Tenure

(i) Members on probationary appointments shall normally begin to undergo a formal tenure evaluation by the Faculty Affairs Committee in the final year of their probationary status.

(ii) A member may apply for tenure evaluation one year prior to the final year. A denial of an early application for tenure is not, in itself, a termination of appointment.

(iii) A member may not be considered for tenure more than twice and the denial of an application in the final year of a probationary appointment will result in the termination of employment.

(c) Promotion

(i) Promotion shall mean the advancement from one rank to the next higher rank.

(ii) Members shall normally apply for their own promotion. Applications may also be submitted by other members or the President on behalf of members who have not applied themselves where the members have declared their willingness to be considered.

(iii) A member is eligible to apply for promotion while on leave, but the member is responsible for maintaining contact with the University and for all expenses incurred in making appearances when requested.

(d) A member who has taken a pregnancy/parental/adoption leave may elect to postpone an application for renewal to the next following deadline.

8.07 Committee documentation

The Committee shall have recourse to the following documents in addition to the Application in order to assess the member's application:

- (a) a written assessment provided by each full-time member of the applicant's Department;
- (b) Senate-approved student course evaluations and the material provided in the applicant's teaching dossier;

- (c) an up-to-date curriculum vitae that details the applicant's scholarly research activity and university and community service record.

The Committee will also interview each applicant in order to provide an occasion for the applicant to address any questions that the Committee may have with respect to the member's application.

8.08 Evaluation Criteria

Evaluations of applicants shall be based upon an assessment of the applicant's performance in teaching, scholarly activity, and university, professional and community service as set out in Article 10, Academic Activity. The applicant shall identify all the specific items according to which the Committee will assess the applicant's academic activity.

8.09 Additional criteria for renewal

In addition to the items set out in Article 8.07, in conducting evaluations for the purpose of recommending renewal of probationary appointments, the Committee shall review prior performance and provide formative written comments regarding any concerns that the Committee may have about satisfactory performance as well as progress toward and what further is required for the obtaining of tenure.

8.10 Additional criteria for tenure

In addition to the items set out in Article 8.07, in conducting evaluations for the purpose of tenure evaluations, the Committee shall:

- (a) Invite each tenured member of the applicant's Department to submit a written evaluation of the applicant based on the provisions of Article 10, Academic Activity, along with a recommendation regarding the outcome of the application;
- (b) Assess the member's scholarly activity performance based on the applicant's curriculum vitae and on such material submitted by the applicant as the applicant deems relevant.

8.11 Additional criteria for Promotion

- (a) In addition to the items in Article 8.07, an application for promotion shall include a copy of the research and creative works the applicant wishes to have considered, and, where the application is for promotion to Full Professor, the names of the referees as required by Article 11.04(d)(ii).
- (b) The maintenance of competence and currency in one's field will not count as scholarly activity in the context of promotion.

8.12 Recommendation

The Faculty Affairs Committee shall forward to the President a written recommendation on promotion, renewal, or the granting of tenure along with the rationale for the recommendation. A copy of the recommendation shall be sent to the applicant at the same time.

8.13 Appeal

A member may appeal a recommendation by the Faculty Affairs Committee not to grant tenure or renewal or promotion. Such appeal must be forwarded to the Secretary of the Committee within 14 calendar days of the recommendation of the Committee, specifying in writing the grounds for the appeal. A notice must also be sent to the President to advise of the appeal. The Committee will meet within 14 calendar days to reconsider its recommendation. It shall render a decision at that meeting and its decision on the appeal shall not be subject to further appeal.

8.14 The final recommendation of the Committee on promotion or renewal or tenure shall be considered by the President in making a decision on an application. Such decision shall be communicated to the applicant in writing no later than 14 calendar days following the receipt of the recommendation of the Committee.

8.15 A decision by the President contrary to a positive recommendation from the Faculty Affairs Committee shall not be arbitrary or in bad faith and shall not be subject to any further internal appeal.

8.16 Effective Date

Unless otherwise stated in this Agreement, promotions, renewals, and the granting of tenure shall be effective 1 July of the academic year following the year in which the application was made and approved. A Lecturer who obtains a doctorate degree shall have an approved promotion to Assistant Professor effective the first day of the month following the Employer receiving a diploma or a letter from the university where the doctorate was obtained indicating all conditions for the doctorate have been met.

ARTICLE 9 – DEPARTMENT CHAIR

9.01 The Chair of the Department shall be appointed by the University President from among the tenured or probationary members of the Department according to Articles 9.02 and 9.03.

9.02 The members of the Department shall settle on a recommendation for the Chair appointment in a manner that is open and fair as determined by the members.

9.03 The recommendation shall be forwarded in writing to the President for endorsement, along with a written explanation for the recommendation. If the President fails to endorse the recommendation of the Department, the President shall provide a written explanation for non-endorsement to the Department and shall appoint an alternate Chair. Such non-endorsement shall not be arbitrary or in bad faith.

9.04 The term of a Chair's appointment shall be normally for three years.

9.05 Workload reduction

Department Chairs shall receive a six-credit reduction in teaching load for each year they are Chair.

9.06 Duties of Department Chair

Each Department shall have a Chairperson. In addition to responsibilities as a member of the Department, the Chairperson is responsible for providing academic leadership in the Department. The Chairperson serves as the administrative head and spokesperson of the Department. The Chairperson's responsibilities include:

- (a) managing the operations of the Department;
- (b) overseeing the administration of the Department and ensuring as far as reasonably possible that the members of the Department have an opportunity to participate in the decision-making process;
- (c) designating a deputy and advising the President accordingly in the event of an absence for a period longer than ten working days;
- (d) overseeing the use of space and equipment assigned to the Department;
- (e) chairing departmental meetings or designating a member of the Department to do so;
- (f) representing the Department's interests within the University;
- (g) recommending to the President the teaching duties and allocating other departmental responsibilities to members of the Department, after consultation, whenever possible, with the individual faculty member, and after consultation with all available members of the Department.
- (h) convening meetings of the Department at least once each Fall and once each Winter term for the purpose of establishing matters of internal policy, or recommending policy to the appropriate bodies within the University;
- (i) providing the Chair designate with information and documents necessary to prepare to assume the office of Chair;
- (j) carrying out such other duties as may be reasonably assigned by the Employer.

ARTICLE 10 – ACADEMIC ACTIVITY

10.01 The Members of the bargaining unit, as academics, are committed to the transmission and creative expression of knowledge, to the clarification and extension of its boundaries, to university governance, and to professional and community service. They are entitled to and are expected to engage in the following activities, in a reasonable proportion varying from individual to individual:

- (a) the performance of teaching duties as assigned according to this Collective Agreement;

- (b) research, scholarly and creative activities;
- (c) University service;
- (d) Professional and community service.

The domains of activity identified in this article carry different sorts of implications for the workload of members and may vary according to a member's discipline, from member to member and from year to year for each member.

10.02 Teaching

As teachers, members will pursue conscientiously the development of pedagogical strategies to enhance the learning environment of the University, including openness to the views of others, availability to students, fairness in evaluation and participation in the development of curriculum.

10.03 Scholarly Activity

Each member will be entitled to and expected to devote a reasonable amount of time to research, scholarly, and creative activities.

- (a) For the purposes of this Collective Agreement the term 'scholarly activity' means:
 - (i) research directed towards a contribution to knowledge, and the dissemination of the results of that research; and/or,
 - (ii) participation in those academic activities that contribute to the enhancement, creation and dissemination of knowledge, including membership and participation in appropriate professional and/or learned societies, scholarly conferences, workshops or seminars.
- (b) Members are expected to abide by the Tri-Council Policy Statements on "Ethical Conduct for Research Involving Humans" and on "Integrity in Research and Scholarship".
- (c) Members are also entitled and expected to disseminate the results of their work and to make these results accessible to the scholarly and University communities, as well as to the general public.
- (d) It is understood by the Parties that research, creative and scholarly duties carry implications that shift according to the different stages in the process, such as background work, fellowship application, and writing or composing.
- (e) It is a generally accepted standard of academic performance that this domain of activity requires, but is not limited to, the publication of peer-reviewed scholarly work.
- (f) The maintenance of competence and currency in one's field will not count as scholarly activity in the context of promotion.
- (g) Members will acknowledge, where applicable, their affiliation with the University and their indebtedness to their colleagues and students.

10.04 University Service

- (a) Each member is entitled and expected to share in a reasonable amount of the administrative responsibilities of the University, including participation in Faculty Affairs Committee, Senate, Board of Regents, and other administrative bodies necessitated by the University's commitments.
- (b) Members appointed or elected to administrative bodies undertake to fulfill their duties responsibly and conscientiously.
- (c) Those who have a responsibility to appoint or elect members to such positions undertake to be fair and open in those processes.

10.05 Professional and Community Service

Members may have commitments to learned societies, professional organizations, other like associations and agencies, and communities. So long as their work as described in Articles 10.02, 10.03, 10.04 is not adversely affected, these commitments will be supported by the Employer. Where such support requires Employer resources, such resources will be requested in writing, and not unreasonably refused. Such support shall not include any financial obligation, which remains at the sole discretion of the Employer.

10.06 Other Paid Professional Activities

The nature of the professional competence of many faculty members affords opportunities for the exercise of that competence outside the member's University duties. Since such outside professional activities can bring benefits to and enhance the reputation of the University and the capacities of faculty, the Parties recognize that faculty members have the right to engage in outside paid professional activities, providing that such activities do not interfere with their obligations, duties and responsibilities as full-time employees of the University and subject to the following:

- (a) In carrying out such activities, the member shall enjoy the rights and accept the responsibilities described in Article 0, Preamble;
- (b) The member shall notify in writing and in advance the member's Department Chair of the nature and scope of any proposed non-trivial outside paid professional activity. The Chair will refer the matter to the University President who will decide whether such activity is in conflict with the member's obligations to the University. The President's decision shall not be arbitrary or in bad faith.
- (c) If the President has concerns about the member's outside professional activity (for example, concerns with the amount of time that is devoted to it), the President will review the situation by requesting clarification from the member and will inform the member of any corrective action that may be required. The President's direction on the corrective action will not be arbitrary or in bad faith;
- (d) The member must obtain the prior written permission of the President to use the name and/or insignia of the University, and/or to represent the University and/or to speak on its behalf, in such activities;

- (e) Where such activities involve the use of University facilities, supplies or services, permission for such use shall be sought from the appropriate University authority. These services shall be paid for at the prevailing rates;
- (f) Outside paid professional activity shall be included in a member's annual report.

10.07 Annual Academic Workload

- (a) The President must ensure that the annual academic workload is determined, distributed, and scheduled as equitably as possible. The member's assigned annual academic workload must take into account the four domains of activity indicated in 10.01 and the Preamble regarding the academic freedom of individual members, as well as factors such as the following:
 - (i) the needs of the member's program, including student enrolments and the necessity of offering required courses;
 - (ii) the number of hours of preparation, grading and administration per course;
 - (iii) whether the member will be responsible for giving unscheduled courses such as directed readings;
 - (iv) the number of hours of academic counselling and consulting per course;
 - (v) the level (introductory, upper year, graduate, etc.) of each course;
 - (vi) the assignment of markers or teaching assistants;
 - (vii) additional hours of preparation for a new course, or for a course substantially revised;
 - (viii) the relationship of teaching duties to the member's area of expertise;
 - (ix) the amount of field, research, thesis, and other academic supervision of undergraduate and graduate students;
 - (x) the method of delivery of each course.
- (b) The assigned annual workload shall be communicated in reasonable detail, in writing, to the member by July 1 by the President. A copy shall also be provided to the Association President.
- (c) Teaching Workload
 - (i) Teaching workloads shall be assigned by the President upon consideration of the recommendation of the Department Chair pursuant to Article 9.06(g).
 - (ii) Any proposed changes to a member's teaching load will be raised with the member's department in a timely manner mindful of the demands such changes entail in respect of the obligations imposed by the other domains of activity. Such changes shall not be arbitrary or in bad faith. The explanation for the changes shall be provided by the President in a written form to the Department Chair and to the member.

- (iii) Teaching involves both course and programme delivery and related duties such as preparation, assessment and individual student consultation and supervision;
- (iv) Effective September 2010, it shall be a standard that full-time faculty shall have a normal teaching load that is no more and no less than 15 credits per academic year. This standard shall include a minimum of 12 credits of live on-campus teaching.

In order to achieve these standards, the Department Chair or programme head under Article 9.06(g) shall recommend, and the President under Article 10.07(c)(i) shall have the responsibility to ensure that:

- A. Over a period of two years, the full-time course equivalent (FCE) work load is equitably distributed;
 - B. There are enough courses offered by the Department or programme so that, in the event of a cancellation, a full-time member is not prevented from meeting the standards set out above;
 - C. The teaching load and full-time course equivalent work load is implemented in the most cost effective manner.
- (d) Where the revision or supervision of a distance education course is part of a full-time member's normal teaching workload, it shall be considered as equivalent to the credit value of the course. The development of a distance education course in this circumstance shall be considered as twice the credit value of the course.

10.08 Annual Report

All full-time members of the Bargaining Unit shall submit a written Report on their activities for the preceding twelve months, from 1 May to 30 April, to the President by May 15th, with a copy to their Department Chairs. The report will cover all components of members' activities as described in this Article 10, Academic Activity. In preparing their Annual Report, members shall use the standardized form approved by the University of Sudbury Senate and provided by the Registrar. It is also the responsibility of the members to provide annually an up-to-date C.V. with their Annual Report.

ARTICLE 11 – APPOINTMENTS, PROMOTIONS, TENURE

11.01 Preamble

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

11.02 Ranks of Appointment

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

- Full Professor
- Associate Professor
- Assistant Professor
- Lecturer

11.03 Categories of Appointment

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

- Tenured
- Probationary (tenure-track)
- Limited Term

11.04 Rank Criteria

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

- (a) Lecturer: the candidate shall hold at least a Master's or equivalent degree, or a baccalaureate degree plus an appropriate professional designation.
- (b) Assistant Professor: the candidate shall:
 - (i) hold a Doctorate, or,
 - (ii) a Master's or equivalent degree plus satisfactory performance of the member's duties and responsibilities over a five-year period and demonstrated evidence of scholarly activity.
- (c) Associate Professor: the candidate shall:
 - (i) hold a Doctorate or equivalent degree; plus,
 - (ii) be able to provide evidence of teaching of a good quality; plus,
 - (iii) be able to provide evidence of scholarly activity of a good quality, including the publication of at least one peer-reviewed scholarly work of substance within a five-year period preceding the date of application for promotion; plus,
 - (iv) have a minimum of five years' satisfactory performance of full-time Academic Activity at the rank of Assistant Professor.
- (d) Full Professor: the candidate shall:

- (i) have successfully met all requirements for Associate Professor and hold a Doctorate; plus,
- (ii) have shown evidence of scholarly activity throughout the member's career and after the member's promotion or appointment to Associate Professor that ranks as a recognized contribution to the scholarly field of the candidate. This work shall be judged by at least three referees, two of whom may be nominated by the candidate. One of the candidate's two nominated referees may be from within the Laurentian University federation but must be external to the University of Sudbury and the candidate's department and joint department. All other referees must be external to the University of Sudbury and the Laurentian University federation. All referees shall normally be full professors in an academic institution. All referees shall be qualified to assess the scholarly and creative work of the candidate; plus,
- (iii) have accumulated at least ten years of satisfactory full-time teaching at the University level.

11.05 Category Criteria

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

(a) Limited Term

- (i) Limited term appointments are made to vacancies in the bargaining unit that the Employer has determined are not to be part of its permanent complement.
- (ii) Such appointments carry no implication of renewal or continuation beyond the stated term and no implication that the member shall be considered for promotion or tenure.
- (iii) Without restricting the generality of paragraph (i), limited term appointments are utilized normally for the following:
 1. to bring distinguished visitors to the University;
 2. for exchange appointments;
 3. to provide replacements for members during absences;
 4. to provide replacements for members on leave;
 5. to respond to specific academic needs which the University, for academic and/or budgetary reasons, does not wish to make a probationary (tenure-track) appointment;
 6. for appointments to programs with provisional funding or of a trial nature.
- (iv) Where a member has been appointed for more than three consecutive full academic years, the Department or programme in which this has occurred shall consider the personnel needs of the Department or programme pursuant to Article 11.06(b) and the Department Chair or programme head shall make a reasoned recommendation to the President.

- (v) Where the President, under Article 11.06(b), determines that a probationary (tenure-track) hiring is to take place, the limited-term member shall be accorded an interview, subject to fulfilling the advertised criteria established under Article 11.06.
 - (vi) If the limited-term member is hired into the probationary (tenure-track) position, then the member shall receive credit towards the first probationary period equal to the number of years served in the limited term position to a maximum of three years.
- (b) Probationary (Tenure-track)
- Probationary appointments are defined as appointments lasting up to a maximum of five years, during which the member is afforded the opportunity to demonstrate the member's qualifications for Tenure.
- (i) A probationary appointment contemplates an initial appointment of three years and a re-appointment for two years. A probationary appointment however does not imply re-appointments will be automatic or that tenure will be granted at the end of the appointments or re-appointments; it does imply that the University will give serious consideration to awarding tenure.
 - (ii) The initial probationary appointment shall be for three years.
 - (iii) A subsequent probationary appointment shall be for two years.
 - (iv) Renewal of a probationary appointment will require satisfactory performance and a clear indication of good progress toward eligibility for granting of tenure.

(c) Tenure

Tenure means permanency of appointment. Such an appointment may be terminated through resignation, retirement, dismissal for cause, or as otherwise stated in this Agreement.

11.06 Appointment Procedure

- (a) The President, Department members and search committee involved in the appointment procedure shall actively expedite the process.
- (b) The Department, through the Department Chair, shall advise the President of personnel needs in the department. Where the President determines that a hiring is to take place, the procedure set out below shall commence.
- (c) The Department, through the Department Chair, will provide the President with recommendations on the content of the advertisement as set out in (e) below, along with a list of publications in which the advertisement is to appear. The President shall not arbitrarily refuse the recommendations.
- (d) The Department shall establish a search committee consisting of at least five persons

and no more than the number of tenured members of the Department plus two. The committee shall be comprised of:

- (i) the Department Chair,
 - (ii) such members of the Department who are tenured or in the second period of a tenure-track position as the Department determines. If the Department complement does not allow for more than two committee members under this criterion, then the Department may add other members from other Departments.
 - (iii) a student, to be named by the Department, whose studies are primarily in the discipline in which the appointment is to be made;
 - (iv) a tenured member of another department;
- (e) All new appointments must be advertised within the University and outside the University in suitable national and/or discipline-specific publications.

The advertisements shall include the following information:

- (i) The category of appointment;
 - (ii) The specific academic discipline and, if applicable, specialty sought;
 - (iii) The qualifications, education, and skills required;
 - (iv) Any special conditions associated with the position;
 - (v) Rank;
 - (vi) The following statement:

“This announcement is directed primarily but not exclusively to Canadian citizens and permanent residents of Canada. The University of Sudbury encourages applications from all qualified individuals, including women, members of visible and ethnic minorities, Native peoples, and persons with disabilities.”
- (f) The search committee shall review applications; recommend to the President a short-list of qualified candidates; conduct interviews of applicants as arranged by the President’s office; make such other assessments of candidates as are usually carried out (e.g. public lecture); and recommend candidates, their starting ranks and credited years of equivalent service in a written report to the President.
- (g) The President shall make an appointment taking into consideration the reasoned recommendation of the Departmental search committee. If the President makes an appointment that is not the recommendation of the search committee, the President shall provide written reasons to the Department. A rejection of the recommendation shall not be arbitrary or in bad faith.
- (h) The rank and starting salary of a new appointment shall be established by considering:
- (i) the new appointee’s classroom teaching of sufficient credits in an academic year equivalent to a full-time appointment, research, scholarly and creative

activity, publications and other relevant professional experience;
(ii) the recommendation of the search committee.

- (i) The letter of appointment shall specify the Department or programme affiliation, the rank and salary at appointment along with the basis for the determination of the rank and salary.
- (j) No appointee shall be deemed to have assumed the responsibilities of his or her appointment until a contract stating the terms and conditions of employment has been provided by the Employer and has been signed by both parties.

11.07 Sessional Appointments

A sessional appointment is a temporary part-time teaching engagement. The Parties recognize that the University's mission is best served by a largely full-time faculty and that it is not generally desirable to make sessional appointments a substitute for full-time faculty. At the same time, the Parties recognize that sessional faculty add a significant level of diversity, expertise and practical experience to the University, and their contribution to the ongoing life of the University is acknowledged.

11.08 Sessional workload limit

- (a) A sessional appointment will not exceed nine credits for the period from September to April, and six credits from the period from May to August.
- (b) For the period from September to April, the workload of the sessional appointment in which only distance courses are taught may exceed nine credits but shall not exceed 18 credits. For the period from May to August, the workload of the sessional appointment in which only distance courses are taught may exceed six credits but shall not exceed nine credits.
- (c) When two courses bearing the same calendar number and title are offered by a sessional appointment in the same period both by correspondence and via Internet, these two courses shall be considered as only one for the sake of determining the workload.

11.09 The President shall make Sessional appointments, taking into consideration the reasoned recommendation of the Department in which the appointment is to take place. The Department shall maintain a current roster of individuals for Sessional appointment. The President shall not normally appoint any Sessional member without departmental recommendation. The Union shall receive a copy of all Sessional member contracts.

11.10 With the issuance of a third consecutive sessional contract for a specific course, the member shall be deemed to have establishment in that course. The Employer shall maintain a list of the members with establishment, and the courses to which the establishment pertains.

11.11 Each time a member teaches the course after receiving establishment, the member will accrue seniority on the basis of the number of credits taught. The Employer shall keep a

record of accrued seniority.

- 11.12 Both seniority and establishment shall be maintained but not accrue during a maximum of three consecutive years during which a member is not appointed to teach the course. The member has the right to remove his or her name from seniority and establishment lists.
- 11.13 Consistent with Articles 11.08 and 11.09, where sessional appointments are being made in a Department regarding courses that a candidate is qualified to teach, and there is no concern regarding the candidate's past performance, and the candidate has taught a minimum of 45 credits during the immediately preceding 5 years, then the Employer shall give preference to that candidate in offering those sessional appointments up to the average number of credits taught per year during that 5-year period. Where this preferred status is enjoyed by more than one candidate who is qualified to teach a particular course, then the sessional appointment will first be offered to the candidate with the greatest number of credits during the five-year period described above.
- 11.14 Sessional Contracts and Cancellations
- (a) The Employer shall endeavour to issue contracts by 1 August for courses starting in September, 1 December for courses starting in January, and 1 March for courses starting in May.
 - (b) The President may cancel a course for which a sessional appointment has been made after consultation with the Department Chair. Before cancelling any course, the President shall take into account the needs of the Department offering the course. The President shall provide a written explanation for the cancellation of any course where the student enrolments exceed 3 for courses delivered in French, and exceed 7 for courses delivered in English. The President's decision shall not be arbitrary or in bad faith. The provisions of Sessional course cancellation in Schedule A, shall then apply.
 - (c) No appointee shall be deemed to have assumed the responsibilities of his or her appointment until a contract stating the terms and conditions of their employment has been provided by the Employer and has been signed by both parties.
- 11.15 A Sessional appointee is entitled to only those provisions of this Collective Agreement set out in Articles 0 – 7, 11.07 – 11.14, 15, and 22 – 26.
- 11.16 Senior Academic Administrators
- A Senior Academic Administrator who ceases to hold administrative office but who continues as a full-time teaching employee of the University shall become a member of the bargaining unit.
- 11.17 No probationary or tenured member shall be displaced by the entry or re-entry of former senior Academic Administrators.
- 11.18 For all purposes relating to this Agreement, membership in the bargaining unit of a Senior Academic Administrator shall be reckoned as if they had not been outside the bargaining unit during their term of office.

ARTICLE 12 – SABBATICAL LEAVE

12.01 Purpose

The purpose of sabbatical leave is to foster the pursuit of knowledge and serve the academic and scholarly objectives of the University by affording members a regular opportunity to devote their energies entirely to research and study. The Parties to this Agreement acknowledge a joint responsibility to encourage the effective use of sabbatical leaves so as to strengthen the University in the achievement of its objectives.

12.02 All tenured members are eligible for sabbatical leave on the basis of up to one full year's leave after six years of employment since the last sabbatical, or up to one half years' leave after three years of employment since the last sabbatical. A member is eligible for an initial sabbatical leave only after 6 years of full-time employment at the University of Sudbury in a tenure or tenure-track position.

12.03 For the purpose of eligibility for sabbatical leave, a member who has been employed by the University on a full-time basis in a limited term position and who is subsequently hired into a tenure-track position within no more than three academic years of the last term appointment shall have all service in the limited term appointments for the previous six years counted to a maximum of three years.

12.04 Leaves shall commence on 1 July. A six-month leave may also commence on 1 January.

12.05 A member requesting a sabbatical leave shall provide the member's Chair with a dossier by 30 September of the year prior to the leave, and it should include:

- (a) the report of the previous sabbatical;
- (b) an outline of the proposed plans which explains why and how these should contribute to the member's scholarly, pedagogical or professional development;
- (c) an updated curriculum vitae;
- (d) an explanation of the locale chosen;
- (e) a summary of the member's preparation for that project;
- (f) a statement of scholarly and/or professional achievements since the previous sabbatical;
- (g) and, where applicable, plans to take paid employment elsewhere.

12.06 A Department must recommend to the Faculty Affairs Committee on all applications for sabbatical leave by October 15.

12.07 Faculty Affairs Committee Recommendation

The Faculty Affairs Committee shall prepare a recommendation for or against approval of the application for sabbatical leave, including in the recommendation its assessment of

the academic merits of the project and shall forward its recommendation to the President by 1 November.

- 12.08 The President shall review the Committee's recommendation and if the President disagrees with it, the President shall refer the matter back to the Committee with a clear statement of the area(s) of disagreement. The Committee shall then reassess the member's application in light of the President's written statement and make a final recommendation to the President. The President's decision shall not be arbitrary or in bad faith.

The President shall transmit the decision to the member no later than 15 December of the academic year preceding that in which the leave is to take place.

- 12.09 Effective 1 July, 2009, a member who takes a 12-month sabbatical leave shall receive a sabbatical stipend of 85% of the member's regular salary. A member with six actual consecutive years of service who is taking a first sabbatical shall receive a sabbatical stipend of 100% of the member's regular salary. The Employer may require that a one year sabbatical be delayed up to one year due to departmental or administrative reasons provided to the member in writing by the President, with reasonable notice and after consultation with the member's Department. In such cases, there will be a 5% increase in the sabbatical stipend. Upon return, all accumulated years of eligibility entitlements shall be exhausted.
- 12.10 Effective 1 July, 2009, a member who takes a half sabbatical leave shall receive a sabbatical stipend of 85% of the member's regular salary. The Employer may require that a half year sabbatical be delayed up to one year due to departmental or administrative reasons provided to the member in writing by the President, with reasonable notice and after consultation with the member's Department; in such case, there shall be an increase of 2.5% in the sabbatical stipend for each 6 months of delay. Upon return from a half sabbatical leave, three accumulated years of entitlement, plus any period of delay, shall be exhausted. A member who takes a six-month sabbatical in an academic year shall be required to carry a 9-credit teaching load in the six month non-sabbatical period of that year.
- 12.11 The member may apply to receive part of the stipend as a research grant to cover research and travel expenses. The member is responsible for making the proper applications in accordance with the applicable provincial or federal statutes.
- 12.12 A sabbatical leave includes the appropriate vacation entitlement proportional to the length of the leave.
- 12.13 A member on sabbatical leave shall continue, subject to the terms of such policies, to be covered by the University's group benefit plans, and the Employer shall continue its normal contributions toward the premium costs for such plans.
- 12.14 The Employer and the member shall continue normal percentage contributions toward the member's pension plans based on the member's regular salary. The period of leave shall be included as credited years of service in determining University pension benefits.

- 12.15 A member on sabbatical leave shall receive any increments paid to members of the same rank upon submission of the sabbatical report and a favourable performance assessment in accordance with Article 20.
- 12.16 Time spent on any other type of leave with a period of more than six months, including LTD leave, shall not count toward the eligibility requirements.
- 12.17 Members on sabbatical leave shall continue to be members of the bargaining unit and enjoy all duties and obligations, rights and privileges arising there from.
- 12.18 While on sabbatical leave, a member may accept, with the prior written permission of the President, paid employment outside the University of Sudbury. Permission to accept outside employment which is related to the academic purposes for which the sabbatical leave was granted shall not be unreasonably withheld.
- 12.19 A member who is on sabbatical shall report to the University all non-trivial income for professional services from sources other than the University. Such income (including salary, professional fees, and research stipends) together with the sabbatical salary continuation shall not exceed 100% of the faculty member's normal University income plus reasonable research, travel, and associated expenses. Where such total is exceeded, the sabbatical salary will be correspondingly reduced.
- 12.20 Immediately following the completion of a sabbatical leave, the member is required to return to the University for a period equal to the length of the leave taken, or to satisfy some other arrangement that is mutually acceptable to the member and the Employer.
- 12.21 Within 28 calendar days of the date of return to the University from a sabbatical leave, the member shall submit to the President a written report of scholastic or professional activities undertaken during the leave. The report shall become part of the member's personnel file.

ARTICLE 13 – STUDY LEAVE

- 13.01 A study leave with pay is granted to enable a member to pursue a program of study of benefit to the member and in order to meet specific needs of the University. Study leave periods may vary. Vacation entitlement shall be proportional to the length of the leave.
- 13.02 A member on study leave shall receive 40% of the member's salary to a maximum of \$25,000. Time spent on any other type of leave with a period of more than six months, including LTD leave, shall not count toward the eligibility requirements of three years, nor toward years of service for the purpose of determining salary while on study leave.
- 13.03 At the member's option, the Employer and the member shall continue normal percentage contributions toward the member's pension plans based on the member's regular salary. If normal pension contributions are continued, the period of the leave shall be included as

credited service in determining University Pension benefit.

- 13.04 A member on study leave shall continue, subject to the terms of such policies, to be covered by the University group benefit plans, and the Employer shall continue its normal contributions toward the premium costs for such plans.
- 13.05 A member on study leave shall receive any increments paid to members of the same rank upon a favourable performance assessment in accordance with Article 20.
- 13.06 Members on study leave shall continue to be members of the bargaining unit and shall continue to have dues deducted from their salaries.
- 13.07 A member seeking study leave shall submit a written application to the member's Department Chair by 1 October of the year immediately preceding the academic year for which the leave is requested. The application shall include the following information:
- (a) the period of the leave;
 - (b) a statement of the proposed program of study and of its academic value to the member and to the University; and,
 - (c) the way in which the member's accomplishments will be reported to the President.
- 13.08 Before 15 December, the President, on the advice of the Department Chair, shall notify the applicant in writing whether the study leave has been approved, and shall state the reasons in case of non-approval of such an application. A successful applicant may cancel the leave by notifying the President in writing no later than 31 January.
- 13.09 It is understood that a member shall be required to return to the University for a period not less than the study leave, or to repay the amount of the stipend.
- 13.10 Within 28 days of returning from study leave, the member must prepare and forward to the President a full written account of the scholastic activities undertaken during the study leave. The report shall become part of the member's personnel file.

ARTICLE 14 – LEAVES OF ABSENCE

14.01 Leave of Absence without pay

A member may apply for and the Employer may grant a leave of absence without pay. The member shall apply in writing to the President, who shall consult with the member's department. The President shall approve or deny the leave in writing to the member, with a copy to the Union. If the leave is approved, the terms of the leave shall be set out in the written notification. A member granted such a leave for the purposes of taking employment elsewhere who wishes to maintain such group insurance coverage as is permissible by the terms of the plan shall be responsible for payment of the total premium cost.

14.02 Public Service Leave

Members who are candidates for election are entitled to paid leave for the duration of the writ, or in the cases of regional, municipal, or school board elections, from Nomination Day until the end of the election.

14.03 Court leave

Paid leave shall be granted to any member who is called for jury duty or who is compelled by subpoena to attend as a witness by any body in Canada with powers of subpoena. The member shall notify the Chair of the member's Department and the President and shall supply the President with a copy of the summons. The member and the Department shall make alternative arrangements to meet the member's responsibilities. Members on Court Leave shall accumulate credit in all matters as if they had not been granted any form of leave and will lose no rights or privileges as a result of being on court leave.

14.04 Pregnancy/Parental/Adoption Leave

The Employer shall continue the present practice in respect of Pregnancy/Parental/Adoption leave.

14.05 Compassionate Leave

In the event of the death of one of a member's immediate family, the member shall be granted a leave of up to five consecutive working days without loss in pay in order to make arrangements for and/or attend the funeral. "Immediate family" shall mean: spouse (including common-law and same-sex spouse), child, stepchild, sibling, step-sibling, parent, stepparent, spouse's parent, sibling's spouse, child's spouse, grandparents, grandchildren.

ARTICLE 15 – COPYRIGHT

15.01 Copyright applies to all original written, artistic, and recorded works. Works include but are not limited to: books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet, multimedia instructional packages, syllabi, tests and work papers, lectures, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer programs, live video and audio broadcasts, programmed instructional materials, drawings, photographs, and other works of art.

15.02 Vested in Member

Except where copyrightable materials are commissioned by the Employer, or produced for assessment, grading, report, or correspondence pursuant to a member's normal administrative and teaching duties within the University, the copyright to all forms of written, artistic, and recorded works shall be retained by the member(s) responsible for the origination of the materials. Such materials shall not be published, licensed, or released in any way, or amended, edited, cut, or in any way altered, without the written

consent of the member(s) holding copyright. The holder(s) of the copyright shall have the complete rights to proceeds of its exploitation.

15.03 Vested in Employer

The copyright to materials commissioned by the Employer, or produced for assessment, grading, report, or correspondence pursuant to a member's administrative and teaching duties within the University shall rest with the Employer, unless otherwise specified by agreement in writing between the originator(s) and the Employer. Any additional compensation to the member(s) arising from the commission, any shared distribution of the costs of production, and any shared distribution of any proceeds arising from the exploitation of the copyright, shall be agreed in writing between the member(s) and the Employer.

15.04 Where a member carries out original research for the purposes of developing materials commissioned by the Employer, the member may use the research to produce other scholarly material provided that credit is given to the Employer for the original commission and an acknowledgement that the copyright for the commissioned material remains with the Employer.

ARTICLE 16 – DESIGNATED HOLIDAYS

16.01 The following are designated holidays at the University:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
August Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	

16.02 The following may be designated holidays, if and when declared by the Employer:

Holy Thursday part-day	Feast Day of St. Ignatius Loyola
Christmas recess	

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

ARTICLE 17 – VACATION

17.01 Full-time members are entitled to vacation on the following basis:

- (a) Members with less than one year of service shall receive vacation on the basis set out in the *Employment Standards Act*;
- (b) A member who has completed one year of continuous service as of 30 June in any

year shall receive vacation in the twelve months following of one month or 23 working days;

- (c) A member who has completed more than five years of continuous service as of 30 June in a year shall receive vacation in the twelve months following as set out in (b) above plus an additional day for each year in excess of five up to a maximum of 35 working days.

17.02 Members on sabbatical or study leave will be deemed to have used up, during their leave, all their vacation entitlement accrued prior to the commencement of the leave. On 1 July next occurring after the member's return from leave, the member shall receive the normal vacation entitlement set out above.

17.03 Members are required to take the vacation to which they are entitled. Vacation may not be accumulated from year to year.

17.04 Members will continue to receive their normal earnings during vacation periods, but there shall be no remuneration in lieu of vacation in the event that a member chooses not to take the vacation entitlement.

17.05 Members shall schedule their vacation between 1 June and Labour Day, unless prior permission for another time has been granted by the President.

17.06 Members may take their annual vacation at any time in the period set out above provided:

- (a) the period of the vacation does not conflict with a time during which the members have scheduled duties assigned to them, and,
- (b) the members have advised the Treasurer of their vacation dates by 15 May.

ARTICLE 18 – HEALTH AND WELFARE BENEFITS

18.01 The following benefits are available to full-time members as a result of the Employer's participation in the Group Insurance plans in concert with Laurentian University:

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

18.02 The Parties agree to continue the current practice of participation in the existing plans.

18.03 Short-term Disability

- (a) There shall be a short-term sick credit accumulation bank.
- (b) Full-time members shall accumulate sick credits at the rate of 1 ½ sick leave days per month of active service to a maximum of 120 sick day credits.
- (c) Where a full-time member is absent due to legitimate illness, the member may draw sick credits from the bank to the extent of the member's accumulated credits.
- (d) The member shall inform the President as soon as possible of the member's illness so that adequate alternate arrangements can be made to fulfill the member's duties.
- (e) The Employer may, with reasonable notice, request that the member provide an acceptable medical certificate stating to the extent possible the impact on the member's ability to perform the duties required of the member and the prognosis with respect to the member's ability to return to work.

ARTICLE 19 – RETIREMENT AND RESIGNATION

- 19.01 The possible retirement dates of a member and the provisions for early retirement under the University pension plan are governed by the terms of the plan to which the University belongs. All leaves to which the retiring member would be entitled must be terminated at the member's retirement date.
- 19.02 Members who retire from the University shall retain the same privileges at the University library, the same privileges with respect to parking facilities as are provided to full-time members, and any other benefit of University facilities which may be granted to the retiree in the President's sole discretion.
- 19.03 Normally a member may resign effective 30 June or 30 December, with at least one month's written notice to the President. All leaves to which a resigning member would be entitled must be terminated at that date.
- 19.04 Employment may be terminated at any time by mutual written agreement between a member and the President.

ARTICLE 20 – ANNUAL PROGRESS-WITHIN-THE-RANK (PWR) INCREMENT

- 20.01 Increments are awarded to full-time members on the basis of an annual performance review of a member's activities in the domains set out in Article 10.
- 20.02 The annual performance review will be conducted by the President.
- 20.03 When a member's performance is judged to be satisfactory by the President, the annual

progress-within-the-rank increment shall be awarded.

20.04 Where the President has concerns about the performance of a member with respect to academic activity as set out in Article 10, the President shall provide the member with a statement of the concerns no later than 31 July.

- (a) The member shall have until 15 August to respond in writing to the concerns.
- (b) In the case where the written response of the member does not satisfactorily address the President's concerns, the matter shall be referred to the Faculty Affairs Committee.
- (c) The Faculty Affairs Committee shall review the member's performance, the written concerns of the President and the submission from the member, if any. The Committee shall provide a recommendation to the President as to whether the performance is satisfactory or unsatisfactory along with written reasons for the recommendation and the submission from the member, if any. A copy of the recommendation along with the written reasons shall be sent to the member at the same time. The recommendation of the Committee shall be issued within 28 calendar days of the referral from the President.
- (d) The President will review the recommendation and shall make a final decision which shall not be arbitrary or in bad faith.

20.05 A member will be notified of the awarding or non-awarding of an increment no later than the latest of 30 September or within 21 calendar days of the recommendation of the Faculty Affairs Committee.

20.06 Subject to a referral to the Faculty Affairs Committee, an increment will be awarded for satisfactory performance commencing 1 July following the submission of the member's annual report. (Increments ensuing from Annual Reports for 2007/2008 will be effective the beginning of the first pay period following ratification.)

20.07 When, in a particular year, members are promoted to a higher rank, the progress-within-the-rank increment for that year will be made at the higher rank.

20.08 A denial of a progress-within-the-rank increment, in and of itself, shall not be considered a form of discipline. When the withholding of such an increment is to be used as a disciplinary measure, it shall be applied in accordance with the principles of just cause and graduated discipline.

ARTICLE 21 – FACULTY PERSONNEL FILES

21.01 Official personnel files of a member shall be kept by the President and are the property of the Employer.

21.02 Members shall have the right to examine all of their personnel files, upon making prior arrangements to do so. Material in the files which is to be held confidential according to the

provisions of this Agreement will be removed from the files prior to their inspection by the member. However, an inventory of this confidential material will be provided to the member.

- 21.03 Members shall have the right to have their files supplemented or corrected in the event of error or inadequacy. Members shall have the right to provide additional material for inclusion in their personnel files.
- 21.04 No anonymous material (i.e. material submitted without the author's name) concerning any member shall be kept by the Employer for inclusion in the member's personnel file.
- 21.05 Letters of assessment received in relation to the appointment of a member shall be confidential and shall not be submitted as evidence in any subsequent proceedings.
- 21.06 Letters of reprimand are inadmissible evidence if used against a member for any purpose when no further disciplinary measures have been imposed on the member for two subsequent academic years. After three academic years with no further discipline, letters of reprimand will be removed from the member's personnel file and destroyed. A member may not claim that the member's disciplinary record is clear for more than three years if that has not been the circumstance.
- 21.07 Student evaluations, in numerical or written form, shall not be admissible as evidence in any process involving a member's tenure, promotion, or dismissal if such evaluations are more than five years old.
- 21.08 Members may request the President to provide one copy of their personnel file, excluding confidential material according to the provisions of this agreement but including the inventory thereof. Such requests will be filled within five working days, at no charge to the member. One 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 President.

ARTICLE 22 – DISCIPLINE AND DISMISSAL

22.01 Discipline and dismissal

- (a) A member shall be disciplined only for just cause. The disciplinary measures taken shall be commensurate with just cause and the principle of graduated discipline.
- (b) "Just cause" for discipline shall include:
- (i) serious unprofessional behaviour;
 - (ii) failure to comply with any of the provisions of this Agreement, minor technical violations excepted.

- (c) The following are the only formal disciplinary measures that may be taken by the Employer against a member:
- (i) A formal written reprimand to the member, specifying the grounds and adding the reprimand to the member's personnel file;
 - (ii) The suspension without pay of a member for a period of one to four weeks. The member shall forfeit pay on the basis of 1/52 of normal annual salary for each week of suspension. The suspension may, at the President's discretion, be scheduled so as not to interfere with a member's teaching duties;
 - (iii) The withholding of an annual increment.
- (d) Prior to taking the step of issuing a formal reprimand, the President shall first write a letter of warning to a member specifying the concerns that could lead to a formal reprimand. Where the President is satisfied that there is just cause to write a formal reprimand, the President shall do so directly to the member with a copy to the Union.
- (e) While the member has a right of review under Article 21, any material added to the file shall not have the effect of diminishing any discipline. A challenge to discipline may only occur through the grievance and arbitration procedure.
- (f) Where the President is satisfied that there is just cause to suspend a member, the President shall do so in writing to the member with a copy to the Union, setting out the reasons for the discipline.
- (g) "Dismissal" means the termination for just cause of a limited term appointment or a probationary appointment before the normal end of the stated term, or the termination of a tenure appointment for cause at any time other than normal retirement.
- (h) Dismissal does not include:
- the non-renewal of a limited term appointment
 - the non-renewal of a probationary appointment,
 - a decision to not grant tenure,
 - a termination which is mutually agreeable between the Employer and the member.
- (i) "Just cause" for dismissal shall include:
- (i) gross misconduct;
 - (ii) a record of discipline indicating a persistent failure to discharge academic responsibilities as defined in this Agreement either through incompetence or neglect of duties, in keeping with the principle of graduated discipline.
- (j) Where the President is satisfied that there is just cause for dismissal, the President shall notify the member as to this conclusion and request that the member meet with the President and such persons as the President may wish to discuss the circumstances under review. In this and all further proceedings, the member may be accompanied by a Union representative, if the member so wishes.

- (k) If there is no resolution of the matter at this stage, or if the member refuses to meet with the President, the member shall be informed in writing by the President of the reasons for the dismissal. Such information shall be sent by registered mail to the member's last known address on record with the Employer. Such information shall provide sufficient detail to enable the member to prepare a response.
- (l) If the member's whereabouts are unknown to the Employer and the Union, the meeting described in (j) above is not necessary and notice of dismissal may immediately proceed.
- (m) Cases involving the inability of a Member to perform normal duties by reason of physical or emotional illness shall be treated separately from cases for disciplinary measures. If sickness or disability is proven, leave shall be granted and the case dealt with within the sickness and disability provisions of this Agreement. In exceptional cases when behaviour providing grounds for disciplinary measures is judged to be due to illness and the Member refuses to be placed under the sickness and disability provisions of this Agreement, disciplinary procedures may be initiated.

ARTICLE 23 – GRIEVANCE PROCEDURE

- 23.01 A grievance is a claim, dispute, or complaint involving the interpretation, application, administration or alleged violation of this collective agreement. Grievances shall not be filed arbitrarily or in bad faith.
- 23.02 The Parties agree to make every reasonable effort to settle all grievances in a just, prompt, and equitable manner according to the following procedure:

Step 1: Complaint Stage

It is understood that a member has no grievance until the member has first given the appropriate administrative decision-maker the opportunity of rectifying the member's complaint. Such complaint shall be discussed with the decision-maker within 21 calendar days after the circumstances giving rise to it have occurred, or ought reasonably to have come to the attention of the member. The member may elect to be accompanied by an Association representative when meeting with the decision-maker. The decision-maker shall provide a written response within 21 calendar days of the discussion. If the complaint is not settled, it shall be referred at Step 2 to the President within 21 calendar days of the response of the decision-maker.

Step 2: Written Grievance

The Association shall submit a written grievance signed by the member to the University President within 21 calendar days of the response at Step 1. The grievance shall identify the nature of the grievance, the specific provisions of this Agreement that are alleged to have been violated, and the remedy which is sought.

A meeting will be held within 21 calendar days of the submission of the grievance

between the Employer's representatives, the Association steward, and the member(s) affected. The parties shall make reasonable efforts to resolve the grievance and the Employer's response shall be given in writing within 21 calendar days of the meeting.

23.03 Policy Grievance

- (a) A policy grievance is defined as one that alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual member grievance. The Union may file a policy grievance at Step 1 of the grievance procedure. Such policy grievance shall be filed in writing within 21 calendar days of the initial incident giving rise to the complaint. A meeting shall be held between representatives of the Employer and the Union within 21 calendar days of the filing of the grievance. The grievance shall be answered in writing by the Employer within 21 calendar days of such meeting.
- (b) The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement commencing at Step 1 of the grievance procedure. The grievance shall be filed in writing with the Union by the President or designate within 21 calendar days of the initial incident giving rise to the complaint. A meeting shall be held between representatives of the Employer and the Union within 21 calendar days of the filing of the grievance. The grievance shall be answered in writing by the Union within 21 calendar days of such meeting.

23.04 Referral to Arbitration

Failing settlement of any grievance under the foregoing procedure, the grievance may be submitted to arbitration as provided in Article 24. If no written notice of referral to arbitration is received within 35 calendar days after the decision under Step 2 has been communicated to the Association, the grievance shall be deemed to have been abandoned.

23.05 Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Employer and the Union.

23.06 If a grievance is resolved during the grievance procedure, the settlement shall be reduced to writing and countersigned by the Association representative and the Employer's representative within 21 calendar days of the settlement. Such settlement shall be final and binding upon the Employer, the Union and the members concerned.

23.07 Both sides agree to provide the other with non-confidential, non-privileged documentation relevant to the grievance to ensure the open, fair, and expeditious resolution of the grievance. However, the failure to produce such documentation shall not detract from the strict application of the time limits in the grievance and arbitration procedures.

23.08 The time limits set out in this Article 23, Grievance Procedure, are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned, and s. 48(16) *Labour Relations Act* shall not apply.

23.09 The time limits set out in this Article 23, Grievance Procedure, shall, during the Christmas shutdown, be extended by the length of the shutdown.

ARTICLE 24 - ARBITRATION

24.01 Where either party wishes to have a grievance referred to arbitration it shall give written notice of such referral to the other party within the time limits set out in Article 23.04 above, and at the same time appoint its nominee to the Arbitration Board. Within 21 calendar days of the receipt of such notice, the other party shall appoint its nominee, provided that if such party fails to appoint its nominee, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application by the party invoking the arbitration procedure. The two nominees shall attempt to select, by agreement, a chairperson of the Arbitration Board. If the nominees are unable to agree on a Chair, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application by the party invoking the arbitration procedure.

24.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

24.03 No matter may be submitted to arbitration that has not been properly carried through all requisite steps of the Grievance procedure.

24.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.

24.05 The decision of a majority of the Board or, where there is no majority, the decision of the chairperson, will be final and binding upon the parties hereto and the member(s) concerned.

24.06 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses of the chairperson of the Arbitration Board.

24.07 The time limits set out in this Article 24, Arbitration, are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned, and s. 48(16) *Labour Relations Act* shall not apply.

24.08 Where a grievance is referred to arbitration, neither Party may introduce any offers made during the course of the grievance procedure in efforts toward settlement.

24.09 Single Arbitrator

By mutual agreement the parties may elect to have a single arbitrator hear the matter in dispute instead of a three-person board. In such case, each party shall bear one-half the cost of the fees and expenses of the arbitrator. The party wishing to submit the issue to arbitration should indicate in its notice of intent to arbitrate, that it would like the matter heard by a single arbitrator. The recipient of the notice shall inform the other party within seven calendar days of receipt of the notice if it is agreeable or not to the matter being heard by a single arbitrator. If so, the parties shall endeavour to select the single arbitrator from the list below, or a mutually acceptable alternate

Peter Barton
Jules Bloch
Louisa Davie
William Kaplan
Paula Knopf

Failing agreement within 21 calendar days or such time as agreed by the parties, clause 24.01 shall be followed. The single arbitrator shall be bound by all clauses of Article 24 in the same manner as a Board of Arbitration with the necessary changes being made.

24.10 Mediation

Within seven calendar days of the referral of a grievance to arbitration, the parties may agree to a mediation process. In such circumstances, the parties will contact Pauline Dietrich or a mutually acceptable, qualified neutral mediator to arrange mediation as soon as possible on a mutually acceptable date. Each party shall bear one-half the cost of the fees and expenses of the mediator.

The parties shall engage in this process on the following basis:

- (a) Each party shall make every reasonable effort to resolve the matter;
- (b) Any positions taken or information provided by either party during the mediation shall not be admissible should the matter proceed to arbitration;
- (c) This step shall not be used to delay arbitration of a matter.

ARTICLE 25 – NO STRIKES OR LOCKOUTS

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

ARTICLE 26 – SALARIES AND ALLOWANCES

26.01 The Employer shall pay members at the salary rates, allowances and reimbursements set out in ‘Schedule A’.

26.02 Pay days for full-time members shall be on the Friday immediately following the end of the pay period.

ARTICLE 27 – DURATION

27.01 This Agreement shall continue in effect until 30 June 2012, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

27.02 Notice that amendments are required or that either party desire to terminate this Agreement may only be given within a period of ninety days prior to the expiration date of this Agreement or, if applicable, to any subsequent anniversary of such expiration date.

27.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty days after the giving of notice, if requested to do so

DATED AT Sudbury, Ontario, this _____ day of _____

For the Union

For the University

SCHEDULE 'A'
SALARY RATES, ALLOWANCES AND RE-IMBURSEMENTS

A.01 SALARY RATES

Effective the beginning of the first pay period following ratification, and provided the resulting rate does not exceed the ceiling set out in the table below,

- (a) all individual rates shall receive an economic increase at the annual rate of \$2457;
- (b) after application of the economic increase, members who are eligible under Article 20.01 shall receive a progress-within-the-rank increment of \$2500,

Effective 1 July 2009 and provided the resulting rate does not exceed the ceiling set out in the table below,

- (a) all individual rates shall receive an economic increase of \$2630,
- (b) after application of the economic increase, members who are eligible under Article 20.01 shall receive a progress-within-the-rank increment of \$2550,

Effective 1 July 2010 and provided the resulting rate does not exceed the ceiling set out in the table below,

- (a) all individual rates shall receive an economic increase of \$2778,
- (b) after application of the economic increase, members who are eligible under Article 20.01 shall receive a progress-within-the-rank increment of \$2600,

Effective 1 July 2011 and provided the resulting rate does not exceed the ceiling set out in the table below,

- (a) all individual rates shall receive an economic increase of \$2930,
- (b) after application of the economic increase, members who are eligible under Article 20.01 shall receive a progress-within-the-rank increment of \$2700,

A.02 ANNUAL SALARY SCALES

Any members who are promoted to a higher rank shall not be required to take a loss in salary. If such members' salaries are below the floor salary of the higher rank, they shall receive the floor salary upon promotion.

Effective first pay period following ratification

Rank	Floor	Ceiling
Lecturer	50850	65943
Assistant Professor	62487	83940
Associate Professor	75034	110519
Full Professor	92539	132481

Effective 1 July 2009

Rank	Floor	Ceiling
Lecturer	53480	68573
Assistant Professor	65117	86570
Associate Professor	77664	113149
Full Professor	95169	135111

Effective 1 July 2010

Rank	Floor	Ceiling
Lecturer	56258	71351
Assistant Professor	67895	89348
Associate Professor	80442	115927
Full Professor	97947	137889

Effective 1 July 2011

Rank	Floor	Ceiling
Lecturer	59188	74281
Assistant Professor	70825	92278
Associate Professor	83372	118857
Full Professor	100877	140819

A.03 SESSIONAL RATES

Sessional rates of pay include the statutory vacation entitlement of 4% and payment in lieu of benefits.

If a class is cancelled by the University, there shall be no loss of regular earnings for the sessional teacher.

Sessional rates (for other than distance education courses) for members without establishment:

Date	Full course (six credits)	Half course (three credits)
Effective on ratification	10282	5141
Effective 1 July 2009	10565	5283
Effective 1 July 2010	10935	5468
Effective 1 July 2011	11318	5659

Sessional rates (for other than distance education courses) for members with establishment:

Date	Full course (six credits)	Half course (three credits)
Effective on ratification	10526	5263
Effective 1 July 2009	10815	5408

Effective 1 July 2010	11194	5597
Effective 1 July 2011	11586	5793

A.04 DISTANCE EDUCATION

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

Where the development of a distance education course is not included as part of a full-time member's normal workload, the payment shall be an overload payment based on the equivalence set out above. A member may also agree to some combination of normal workload assignment plus paid overload as appropriate.

Where the supervision of a distance education course is not part of a full-time member's normal workload assignment or where it is assigned to a Sessional appointee, the member shall be compensated at the rate of \$210 for a full course (six credits) or \$105 for a half course (three credits) per student enrolled. Effective 1 July 2009, these rates shall change to \$215 and \$108; 1 July 2010, \$220, \$110; 1 July 2011, \$225, \$113.

A.05 OVERLOAD PAYMENTS

- (a) The Parties agree that overload teaching or administrative duties assigned to members above the established practice at the University are undesirable.
- (b) No full-time member shall be assigned overload duties in excess of the equivalent of one full course per academic year (May to April).
- (c) No overload credit, in the form of payment or workload reduction, shall be banked in the name of the member for a period subsequent to that in which the overload occurs.
- (d) When a member is assigned an overload, the member shall be paid at the rate of **\$8500** for a full course (six credits) and **\$4250** for a half course (three credits). Effective 1 July 2009, these rates shall change to \$8700, \$4350; 1 July 2010, \$8900, \$4450; 1 July 2011, \$9100, 4550.

A.06 4000 SERIES COURSES

The set of 4000-series courses required for honours degrees are of two kinds: classroom courses that follow a lecture and seminar format requiring substantial preparation by the member; and individual or independent studies or research courses or placements.

4000 series courses shall not automatically be part of a member's regular teaching workload; however a mandatory course may be part of a member's regular teaching workload as approved under Article 10.02.

Where a 4000 series course is not part of a member's regular teaching workload, the member shall be compensated at the rate of \$500 (6 credit course) or \$250 (3 credit course) per student times the number of students registered in that course to the maximum of the overload rate. Such courses shall not be considered in determining the limit for overloads.

Effective September 2010: Notwithstanding the foregoing, in an academic year, classroom-based required 4000 series courses will be assigned by the President as part of a member's regular teaching load according to the provisions of Article 10.02 on the following basis:

- (a) No more than one such course will be offered in any academic year in each Department or programme;
- (b) It is understood that not every Department or programme will offer such a course every year;
- (c) Normally, the member assigned the 4000 series course will be required to have had a minimum of 38 full-time course equivalents (FCE) in the member's teaching load for the previous year.

No member shall assume the responsibilities of a 4000 series course until a contract has been provided by the Employer and has been signed by both the member and the Employer.

A.07 PROFESSIONAL DEVELOPMENT RE-IMBURSEMENT

- (a) Full-time members shall receive an annual professional development reimbursement of \$2250 (\$2350, 1 July 2009; \$2450, 1 July 2010; \$2500, 1 July 2011)
- (b) Sessional appointees shall receive professional development reimbursement in the following amounts:
 - (i) for distance education: \$5.50 per student;
 - (ii) for non-distance education: \$150 per three-credit course.
- (c) The re-imbursement shall be for all expenditures related to conference travel, registration in learned societies, professional/academic upgrading, books and

other materials directly related to research and teaching, equipment related to research, and subscriptions to academic journals.

- (d) Payment is subject to the submission of original receipts and to the approval of the President.
- (e) Re-imbusement is available to members on approved sabbatical or study leave.
- (f) Equipment purchased with these funds remains the property of the University.
- (g) Payment to full-time members is subject to the submission of original receipts dated within or regarding activities within the applicable twelve-month period and to the approval of the President. If the member was eligible as a full-time employee for a professional allowance the previous year, then receipts dated within or regarding activities within the two months (May, June) immediately preceding the applicable twelve-month period may also be submitted for reimbursement.
- (h) Payment to a Sessional appointee is subject to the submission of original receipts dated within the period of employment and to the approval of the President.

A.08 SESSIONAL COURSE CANCELLATION

Where a Sessional appointee has been hired and signed a contract to prepare a course for delivery, cancellation of the course shall result in a payment to the member of \$500. This shall not apply to distance education courses.

A.09 MOVING EXPENSES

Upon appointment, full-time tenure-track members are entitled to reimbursement from the Employer for moving expenses subject to the following conditions:

- (a) All claims for re-imbusement must be accompanied by original receipts;
- (b) The Employer shall fully reimburse expenses to a maximum of \$4000.
- (c) Moving expenses include:
 - (i) Moving, packing, crating, and unpacking of household goods and personal effects.
 - (ii) Transfer of family by the most economical means.

(iii) Reasonable living expenses while travelling to Sudbury;

(iv) One advance visit for the purpose of securing housing.

(d) Moving expenses paid to a new member will constitute a loan made by the Employer. This loan will be retired when the member has completed three years of continuous service to the University, each year being equivalent to one-third of the reimbursement of the loan. Should the member leave the University before completing three years of continuous service, the member must reimburse the Employer for the remaining unretired portion of the loan.